

# eCASH and CASH Connect

## Updating the information in the PDS

1 July 2019

# Asgard

**This update dated 1 July 2019, relates to the Product Disclosure Statement dated 2 February 2015 for the eCASH and CASH Connect product ('PDS'). This update is issued by Asgard Capital Management Limited ABN 92 009 279 592, AFSL 240695 (ACML) and should be read together with the PDS.**

**Unless otherwise stated or the context requires otherwise, words or expressions defined in this update have the same meaning as in the PDS.**

From 1 July 2019, the Code of Banking Practice will be replaced with the Banking Code of Practice. As a result, any reference to the 'Code of Banking Practice' throughout the PDS is replaced with the 'Banking Code'.

Furthermore, clause 2.2 under 'Part 1 – Terms and Conditions that apply to your eCASH Account or CASH Connect Account and Payment Services ('Terms and Conditions')' is replaced with the following:

- 2.2 The Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time ('Banking Code') sets out the standards of practice and service in the Australian banking industry for individuals and small business customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this document. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code on our website or ask us for a hard copy in branch or over the phone.

Also, the clauses 3.4 and 3.9 under 'Part 1 – Terms and Conditions that apply to your eCASH Account or CASH Connect Account and Payment Services ('Terms and Conditions')' dealing with changes to the Product Disclosure Statement will be replaced with the following:

- 3.4 The Bank will notify you of other changes to these Terms and Conditions as soon as reasonably possible (which may

be before or after the change is made) or, if the Bank believes the changes are unfavourable to you, it will give you notice at least 30 days' notice.

- 3.9 The Bank does not need to give you any advance notice where a change has to be made because of an immediate need to maintain or restore the security of the Bank's systems or the Cash Account or a Payment Service. The Bank may also give you a shorter notice period (or no notice) if we believe that it is necessary to avoid, or to reduce, a material increase in our credit risk or our loss.

The 'Method of operation (CASH Connect Account only)' section on page 7 of the PDS is replaced with the following:

### Method of operation

#### CASH Connect

If there are two or more account holders on your CASH Connect Account (for example, you have a joint account) or your CASH Connect Account is held by a company, then you must specify either:

- > 'one to sign' – one person can initiate withdrawals and account amendments; or
- > 'two to sign' – two people must initiate withdrawals and account amendments. If you choose this option, you cannot have Card access and you will not be given access to Internet and Phone Banking.

To change the method of operation on your CASH Connect Account, please contact us on 1800 731 812.

#### eCASH

eCASH Accounts only offer a 'one to sign' method of operation. If you would like an account with 'two to sign' method of operation, you will need to change your eCASH Account to a CASH Connect Account (where that option is available), otherwise you can close your eCASH Account. For more information please contact us on 1800 731 812.

**[asgard.com.au](http://asgard.com.au)**

#### Information is current as at 1 July 2019.

St. George Bank – A Division of Westpac Banking Corporation (Westpac) ABN 33 007 457 141 AFSL 233714 (the Bank or St George) is the issuer of the eCASH Account and CASH Connect Account (collectively referred to as the 'eCASH and CASH Connect Accounts'). Asgard Capital Management Ltd (ABN 92 009 279 592 AFSL 240695) (ACML) is the administrator of the eCASH and CASH Connect Accounts. A Product Disclosure Statement (PDS) and Financial Services Guide (FSG) for the eCASH and CASH Connect Accounts can be obtained by calling 1800 998 195 or visiting [www.asgard.com.au](http://www.asgard.com.au) or from your financial adviser.

You should obtain and carefully consider the PDS before deciding to acquire, continue to hold or dispose of interests in or through your account. The information in this notice is intended as a guide only. It is not exhaustive and does not constitute legal advice. The information in this notice does not take into account your personal objectives, financial situation or needs. You should consider the appropriateness of the information having regard to these factors and, where appropriate, consult your financial adviser or obtain other independent professional advice before acting on this information. ACML is a subsidiary of Westpac. An investment in the eCASH and CASH Connect Accounts is not an investment in, deposit with or any other liability of Westpac or any other company in the Westpac Group. The account and investments you select are subject to investment risk, including possible delays in repayment of withdrawal proceeds and loss of income and principal invested. Westpac and its related entities do not stand behind or otherwise guarantee the capital value or investment performance of the specific investments you select or the account generally.

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# Australian Financial Complaints Authority

## Asgard

From 1 November 2018 the Australian Financial Complaints Authority will be replacing the Financial Ombudsman Service.

### How do you give feedback or lodge a complaint?

If you have a concern or complaint about the operation of your account that you cannot resolve with your adviser, please call our Customer Relations team on 1800 731 812 from 8.00am to 6.30pm, Monday to Friday (Sydney time). If it cannot be resolved over the phone, you can outline your complaint in writing to:

The Complaints Officer  
PO Box 7490  
Cloisters Square WA 6850

The Complaints Officer will acknowledge receipt of your complaint, and will endeavour to resolve the situation within 45 days of receiving your letter.

### What you should do if you don't receive a response or you're dissatisfied with our response?

If you are not satisfied with our response, you may lodge a complaint:

- > with the Financial Ombudsman Service Australia if lodged before 1 November 2018:

Online: [www.fos.org.au](http://www.fos.org.au)  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Phone: 1800 367 287  
Mail: Financial Ombudsman Service Limited  
GPO Box 3  
Melbourne VIC 3001


OR

- > with the Australian Financial Complaints Authority if lodged on or after 1 November 2018:

Online: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Phone: 1800 931 678  
Mail: Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001.

[asgard.com.au](http://asgard.com.au)

 **1800 731 812**

 **PO Box 7490 Cloisters Square WA 6850**

 **Speak to your financial adviser today**

Information is current as at 30 October 2018.

St. George Bank – A Division of Westpac Banking Corporation (Westpac) ABN 33 007 457 141 AFSL 233714 (the Bank or St George) is the issuer of the eCASH Account and CASH Connect Account (collectively referred to as the 'eCASH and CASH Connect Accounts'). Asgard Capital Management Ltd (ABN 92 009 279 592 AFSL 240695) (ACML) is the administrator of the eCASH and CASH Connect Accounts. A Product Disclosure Statement (PDS) and Financial Services Guide (FSG) for the eCASH and CASH Connect Accounts can be obtained by calling 1800 998 195 or visiting [www.asgard.com.au](http://www.asgard.com.au) or from your financial adviser.

You should obtain and carefully consider the PDS before deciding to acquire, continue to hold or dispose of interests in or through your account. The information in this notice is intended as a guide only. It is not exhaustive and does not constitute legal advice. The information in this notice does not take into account your personal objectives, financial situation or needs. You should consider the appropriateness of the information having regard to these factors and, where appropriate, consult your financial adviser or obtain other independent professional advice before acting on this information.

St George and ACML are subsidiaries of Westpac. An investment in the eCASH and CASH Connect Accounts is not an investment in, deposit with or any other liability of Westpac or any other company in the Westpac Group. The account and investments you select are subject to investment risk, including possible delays in repayment of withdrawal proceeds and loss of income and principal invested. Westpac and its related entities do not stand behind or otherwise guarantee the capital value or investment performance of the specific investments you select or the account generally.

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## CASH ACCOUNT

**PRODUCT DISCLOSURE STATEMENT (PDS)**

**ISSUE DATE:** 2 February 2015

“  
eCASH  
and CASH  
Connect”

**Asgard**

Issue date: 2 February 2015

The eCASH Account, CASH Connect Account and Payment Services offered under the Product Disclosure Statement (PDS) are financial products issued by St.George Bank (the Bank or St.George) – A Division of Westpac Banking Corporation (Westpac) ABN 33 007 457 141 AFSL 233714.

This Cash Account PDS is Part 1 of a PDS for:

- the eCASH Account and the CASH Connect Account (each a Cash Account), and
- the Payment Services used in conjunction with the Cash Account.

There are two parts to the PDS for the Cash Account and the Payment Services (Cash Account PDS or the PDS). This PDS sets out the features, benefits, risks, and terms and conditions (Terms and Conditions) relating to the eCASH Account, CASH Connect Account and Payment Services.

This PDS was prepared on 20 January 2015. However, it is intended to be used only for services provided after the issue date shown above.

Part 2 of the PDS for the Cash Account and Payment Services is the current version of our Cash Account Flyer (flyer). The flyer sets out the fees and charges and interest rates relating to the eCASH Account, CASH Connect Account and Payment Services.

Please let us know if you did not receive all parts of the PDS at the same time when:

- you opened your Cash Account or first obtain a Payment Service; or
- you requested a copy of the PDS for the Cash Account and Payment Services.

The PDS is an important document. Please read the PDS carefully as it will help you to:

- decide whether an eCASH Account or CASH Connect Account and the Payment Services will meet your needs, and
- compare the eCASH Account, CASH Connect Account and the Payment Services with other accounts and services you may be considering.

In this PDS:

‘Asgard’, ‘we’, ‘us’ and ‘our’ are references to Asgard Capital Management Ltd. Asgard is the administrator of the Cash Account.

For other defined terms, please see the Glossary on pages 43 to 45.

### Updating the information in this Product Disclosure Statement

The law requires that the information in this PDS must be up to date at the time it is given to you, except for any changes which may occur from time to time that are not materially adverse, provided the Bank gives you a means of finding out about these changes. You can find out about any changes by telephoning our Customer Relations team on 1800 731 812 (9am to 7pm Sydney time Monday to Friday) or, if you are an existing investor, by checking on *Investor Online* (which you can access via [www.asgard.com.au](http://www.asgard.com.au)). You can also obtain a paper copy of the updated information free of charge by contacting your financial adviser or our Customer Relations team.



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### Important information

An eCASH or CASH Connect Account may be opened with an eWRAP – Investment Account ('eWRAP' or an 'Investment Account'). In this case, your eCASH or CASH Connect Account is the Cash Account component of your Investment Account and the Cash Account PDS must accompany an eWRAP – Investment Financial Services Guide (eWRAP – Investment Guide). You must have a separate Cash Account for each Investment Account.

If you are opening a Cash Account stand-alone or changing from an eCASH Account to a CASH Connect Account, you only need to receive the Cash Account PDS.

Asgard Capital Management Ltd ABN 92 009 279 592 (a member of the Westpac Group) is the issuer of your Investment Account and the issuer of the eWRAP – Investment Guide.

### In this Product Disclosure Statement:

'Asgard', 'we', 'us' and 'our' are references to Asgard Capital Management Ltd. Asgard is the administrator of the Cash Account.

'you' includes your executors, administrators, successors, personal representatives and assigns.

For other defined terms, please see the Glossary on pages 43 and 45.

Headings are for reference only and do not affect the PDS. The singular includes the plural and vice versa.

### If you have any queries about your Cash Account, please contact:

Asgard Capital Management Ltd, Level 38, Central Park, PO Box 7241, Perth WA 6839. Facsimile 08 9415 5954. Customer Relations team 1800 731 812.

# 1.

## About eCASH and CASH Connect

**eCASH and CASH Connect are both deposit accounts with St.George Bank.**

eCASH is an electronic style account that offers St.George Internet and Phone Banking facilities and a competitive rate of interest.

CASH Connect is a cash management account with St.George that provides easy access to your money. You may also register for Internet and Phone Banking, cheque access and debit card facilities.

To enjoy the different benefits of each type of account, you may want to open both an eCASH Account and a CASH Connect Account; however, you must complete a separate Application for each. If you initially open an eCASH Account and later choose to change to a CASH Connect Account you will retain the same account details and transaction history (see 'Changing from eCASH to CASH Connect' on page 12).

This section contains general information about the eCASH and CASH Connect Accounts. Terms and Conditions applying to your Cash Account are on pages 22 to 29 (Parts 1 to 3 of the 'Terms and Conditions').

## eCASH and CASH Connect at a glance

Feature	eCASH Account	CASH Connect Account	More information
Minimum balance	\$1,000	\$1,000	'Cash Account minimum balance and overdrawn' on page 25.
Minimum deposit	No minimum deposit, provided the minimum balance is maintained.	No minimum deposit, provided the minimum balance is maintained.	'Deposits' on page 26.
Minimum withdrawal	No minimum withdrawal.	No minimum withdrawal.	'Making withdrawals from your Cash Account' on pages 10 and 11.
Maximum daily withdrawal	Depends on withdrawal method.	Depends on withdrawal method.	'Making withdrawals from your Cash Account' on pages 10 and 11.
Cheque book facilities	No	Yes	'About cheques' on pages 15 and 16.
VISA Debit Card facilities*	No	Yes (individual, joint and company accounts only)	'About Cards' on pages 17 and 18.
Agency Deposit Facility/ Bank@Post™ <sup>1</sup>	No	Yes	'Agency Deposit Facility/ Bank@Post' on page 9.
St.George Bank and BankSA Branch access	No	Yes	'Branch enquiries' on pages 11 and 12.
Internet Banking*	Yes – www.cashonline.info	Yes – www.cashonline.info	'About Internet and Phone Banking and BPAY' on pages 13 and 14.
BPAY withdrawal*	Yes	Yes	
Phone Banking*	Yes – phone 13 33 22	Yes – phone 13 33 22	
Interest	<ul style="list-style-type: none"> <li>Calculated daily.</li> <li>Paid monthly.</li> <li>Current rate available from your financial adviser or our Customer Relations team.</li> </ul>	<ul style="list-style-type: none"> <li>Calculated daily.</li> <li>Paid monthly.</li> <li>Current rate available from your financial adviser or our Customer Relations team.</li> </ul>	Cash Account Flyer.
Statements	Six monthly or more often if required.	Six monthly or more often if required.	'Enquiries and information' on page 11.
Fees and charges	<ul style="list-style-type: none"> <li>No monthly account keeping fees.</li> <li>No transaction fees for Internet and Phone Banking transfers or BPAY.</li> <li>Fees for special services.</li> </ul>	<ul style="list-style-type: none"> <li>No monthly account keeping fees.</li> <li>Monthly fee-free transaction allowance for cheque, Internet and Phone Banking withdrawals, after which fees apply.</li> <li>EFTPOS transactions free of charge.</li> <li>Fees for special services.</li> </ul>	Cash Account Flyer.

\* These facilities are only available if you have an eCASH Account or a CASH Connect Account with 'one to sign' as the method of operation.

1. Bank@Post™ and its device mark are trade marks (registered or unregistered) of the Australian Postal Corporation ABN 28 864 970 579.

### Linking a Cash Account to an Investment Account

A Cash Account may be opened as a stand-alone account or may be linked to an Investment Account, enabling you to use funds in your Cash Account to purchase managed investments and/or shares through your financial adviser. Please consult your financial adviser if you wish to open an Investment Account.

When your Investment Account is opened, you can link it to an existing Cash Account. Alternatively, you can link it to a new Cash Account, in which case you need to choose whether you want an eCASH Account or a CASH Connect Account.

**Note:** You can open as many Cash Accounts as you want; however, a Cash Account can only be linked to one Investment Account and an Investment Account can only be linked to one Cash Account.

## Types of Cash Accounts we can operate

- Individual
- Joint individuals
- Company
- Super fund/ADF with individual(s) as trustee
- Super fund/ADF with company as trustee
- Super fund/ADF with company trading under a registered business name as trustee
- Unit trust with individual(s) as trustee
- Unit trust with company as trustee
- Unit trust with company trading under a registered business name as trustee
- Family trust with individual(s) as trustee
- Family trust with company as trustee
- Family trust with company trading under a registered business name as trustee

## Opening your Cash Account

A Cash Account can only be opened through a financial adviser and each account must be opened on a separate Application form. If you are opening a stand-alone Cash Account you will need to complete the Cash Account Application. Alternatively, if you are opening a new Cash Account with an Investment Account, your Application for the Cash Account forms part of the Application for the Investment Account.

Your financial adviser will help you to complete the relevant Applications including your choice of an eCASH Account or a CASH Connect Account. Once your Cash Account has been opened you will receive your BSB and account number.

## Completing your Application

eCASH	CASH Connect
<p>You can complete and sign an Application and original identification form and post it to us, or your financial adviser can submit your Application (including the identification form) electronically using AdviserNET.</p> <p>If your adviser submits your Application electronically, you will need to logon to Investor <i>Online</i> and accept the Terms and Conditions before Internet and Phone Banking is activated on your eCASH Account.</p>	<p>You will need to complete and sign an Application and original identification form, which must be posted to us with the appropriate supporting documentation as outlined in the 'Supporting documentation checklist' on pages 46 and 47.</p> <p>Each signatory on the account will need to provide a reference from an acceptable referee (or provide details of a current St.George or BankSA account for which they have already been identified). Furthermore, each signatory on the account will need to sign the signature card. This will enable your signatures to be verified by us and at St.George Bank/BankSA Branches when required. Both of these forms are provided in the application booklet.</p> <p>If you are applying to open a company, trust, superannuation fund or approved deposit fund account, you will need to provide other supporting documentation as outlined in the 'Supporting documentation checklist'.</p>

**Note:** Your CASH Connect Account will not be opened until we have received all the required supporting documentation as outlined in the 'Supporting documentation checklist' on pages 46 and 47. The checklist includes the account types that are supported by your Cash Account.

## Activating your Cash Account

You will not have access to Internet and Phone Banking on your Cash Account (if applicable) until you have accepted all the Terms and Conditions and your Cash Account is activated. Your Cash Account can be activated in two ways.

- You can complete and sign an Application and post it to us with the appropriate supporting documentation, if applicable (you must activate your account this way if you choose a CASH Connect Account).
- If you choose an eCASH Account and your financial adviser submits your Application electronically using AdviserNET, logon to Investor *Online* (after you've received your welcome letter and Investor *Online* PIN) and accept all the Terms and Conditions.

## Easy Switch facility

After you open your Cash Account, you may wish to switch all your banking to your new Cash Account. The online Easy Switch facility can speed up the time-consuming process of notifying other people about your new account details – for example, where you need to advise your new Cash Account BSB and account number to your employer, share registries or insurance companies.

You can access the Easy Switch facility through [www.cashonline.info](http://www.cashonline.info). All you need to do is enter the details of your old Financial Institution account, any automatic debits or credits directed to your old Financial Institution account, and details of the appropriate parties you need to notify. Easy Switch will generate all the letters for you to print, sign and post so you can notify the appropriate parties of your new account details.



### **Method of operation (CASH Connect Account only)**

If there are two or more account holders on your CASH Connect Account (for example, you have a joint account) or your CASH Connect Account is held by a company, then you must specify either:

- ‘one to sign’ – one person can initiate withdrawals and account amendments; or
- ‘two to sign’ – two people must initiate withdrawals and account amendments. If you choose this option, you cannot have Card access and you will not be given access to Internet and Phone Banking.

### **Nominated, payee and external linked accounts**

#### **Nominated Account**

You need to provide us with details of another account with a Financial Institution – your ‘Nominated Account’.

Your Nominated Account will automatically be linked for you on Internet or Phone Banking (if applicable). This allows you to make one-off or regular transfers from your Cash Account to your Nominated Account of up to \$2 million per day using Internet and Phone Banking. Your financial adviser can transfer funds to your Nominated Account electronically using AdviserNET (see ‘Adviser initiated cash transfers’ on this page).

You must notify us in writing if you want to change your Nominated Account. You can do this by completing a nominated or external linked account amendment form (available from your financial adviser or our Customer Relations team) and returning it to us.

#### **External linked accounts**

External linked accounts are other Financial Institution accounts, apart from your Nominated Account, that your financial adviser can transfer funds to electronically (up to \$2 million per day) using AdviserNET.

Note: the Financial Institution with whom the Nominated Account is held may impose a lower limit.

You can set up external linked accounts on your Application or by completing a nominated or external linked account amendment and returning it to us. If you want to be able to transfer funds to these Financial Institution accounts using Internet and Phone Banking, you will need to log on to Internet Banking and set them up as payee accounts (see ‘Payee accounts’ on this page).

#### **Adviser initiated cash transfers**

Through AdviserNET your financial adviser can initiate one-off or regular cash transfers on your behalf, from your Cash Account to your Nominated Account, external linked accounts, and any other Cash Accounts held under your Client Number. The funds will generally be available in the recipient account within two Business Days. You can authorise this in two ways.

- You can sign a confirmation each time your financial adviser sets up a one-off or regular transfer on AdviserNET.
- You can elect to give your financial adviser an authority to transfer cash on your Application or by completing a nominated or external linked account amendment and returning it to us. This means that your financial adviser can set up one-off or regular transfers on AdviserNET without you needing to sign a confirmation each time.

For further information on adviser initiated transfers, please speak to your financial adviser.

You may check what level you have given to your adviser via Investor Online>Account Details.

#### **Payee accounts**

Payee accounts are other Financial Institution accounts, apart from your Nominated Account, that you can transfer funds to electronically using Internet and Phone Banking. You can set up as many payee accounts as you like on Internet Banking. You will have a daily transfer limit of \$5,000 to each payee account for one-off and regular transfers using Internet and Phone Banking.

If you want your financial adviser to be able to transfer funds to these bank accounts using AdviserNET, you will need to set them up as external linked accounts (see ‘External linked accounts’ on this page).

## Depositing funds to your Cash Account

The deposit methods available for your Cash Account and their respective clearance times are shown in the table below.

Deposit method	eCASH	CASH Connect	Funds available
Electronic funds transfer	✓	✓	Up to two Banking Business Days.
Cheque sent to us	✓	✓	<ul style="list-style-type: none"> <li>eCASH Account – five Banking Business Days after being deposited to a clearing account.</li> <li>CASH Connect Account – three Banking Business Days after being deposited to your CASH Connect Account.</li> </ul>
Cheque at St.George Bank or BankSA Branches	✗	✓	Three Banking Business Days.
Cash at St.George Bank or BankSA Branches	✗	✓	Immediately.
Telegraphic Transfers	✓	✓	As soon as the funds have reached your Cash Account.
Real time gross settlement	✓	✓	Same day if processed before 4pm. Can be done at any bank and sent to St.George.
Bank drafts	✓	✓	Depends on the source of the funds.
Direct debit deposits	✓	✓	Up to five Banking Business Days.
Agency deposits/ Bank@Post	✗	✓	<p>Cash – generally the next Banking Business Day after the deposit is made.</p> <p>Cheques – generally five Banking Business Days after the deposit is made.</p> <p>Important: You can make cheque deposits of any amount using your VISA Debit Card or any Card issued by us at selected Bank@Post outlets. Cash deposits of up to \$3,000 per day can be made at selected Bank@Post outlets only. Merchant deposits and third party cheques are not accepted.</p>

**Note:** For eCASH Accounts, all deposits must be in Australian dollars and drawn on an Australian Financial Institution.

### Using Electronic Funds Transfer (EFT) to deposit into your Cash Account

Funds can be transferred into your Cash Account from any other Financial Institution account. To facilitate an EFT, all your Financial Institution needs to know is your Cash Account BSB and account number (included with your welcome letter). You can also use the Internet and Phone Banking facilities of your Financial Institution to transfer funds into your Cash Account.

### Cheque deposits into your Cash Account

Cheques should be made payable to the name of your account (for example, John Smith Pty Ltd) and crossed 'not negotiable'. We do not accept endorsed cheques.

### Cheque dishonours

A cheque may be dishonoured by the issuing Financial Institution. The Bank will reduce the balance of your account by the amount of the dishonoured cheque (if the Bank has already credited your account with that amount). The Bank may also charge you a fee to cover its administrative costs. Please refer to the Cash Account Flyer for information on fees and charges.

eCASH	CASH Connect
<p>You cannot deposit cheques directly into an eCASH Account.</p> <p>However, if you have an eCASH Account, we can arrange for the proceeds of cheques to be deposited into your eCASH Account on your behalf.</p> <p>To make a cheque deposit into your eCASH Account, you will need to post the cheque to us at:</p> <p>Asgard PO Box 7490 Cloisters Square WA 6850</p> <p>You must attach a remittance advice printed from AdviserNET or a letter stating your account number.</p> <p>We strongly recommend that you clearly print your account details on the back of the cheque(s).</p> <p>Only cheques in Australian dollars drawn on Australian Financial Institutions can be deposited into an eCASH Account.</p> <p>Please note that cheque deposits to an eCASH Account require a five Banking Business Day clearance period after being banked by us. You will not earn interest during this period.</p>	<p>If you have a CASH Connect Account, initial cheque deposits can be sent to us with your Application. They will be deposited into your CASH Connect Account once it has been opened.</p> <p>You can deposit subsequent cheques directly into your account at St.George Bank or BankSA Branches. You will also be able to deposit cheques at selected Australia Post branches using Bank@Post, via your VISA Debit Card.</p> <p>You can also post cheques to us at the following address, but you must attach a deposit slip or a remittance advice printed from AdviserNET:</p> <p>Asgard PO Box 7490 Cloisters Square WA 6850</p> <p>We strongly recommend that you clearly print your account details on the back of the cheque(s).</p> <p>Cheques posted to us, or deposited at St.George Bank or BankSA Branches, will take three Banking Business Days to clear after being deposited to your account. Cheques deposited at Australia Post branches take five Banking Business Days to clear. You will earn interest on the funds from the time the cheque is deposited, even during the clearance period.</p>

### **Cash deposits (CASH Connect Account only)**

If you have a CASH Connect Account, you can deposit cash directly into your CASH Connect Account at St.George Bank or BankSA Branches. Your cheque book includes deposit slips to be used with over-the-counter cash deposits. You will also be able to deposit cash at selected Australia Post branches using the Bank@Post Agency Deposit Facility and your VISA Debit Card.

### **You will not be able to deposit cash into your CASH Connect Account using an Automated Teller Machine (ATM).**

Cash deposits cannot be made into an eCASH Account.

### **Agency Deposit Facility/Bank@Post (CASH Connect Account only)**

If you have a CASH Connect Account, you will also be able to make cash or cheque deposits at selected Australia Post branches, provided you hold a VISA Debit Card.

You will also be able to conduct a balance enquiry by using your VISA Debit Card and PIN. Any cheques deposited at Australia Post must be made out to the name of your account.

Your account will usually be credited on the day of your deposit. You will begin earning interest once your account has been credited. However, for cheque deposits, and cash deposited at the same time as cheques, the funds will not become available until the cheques have been cleared, generally five Banking Business Days after your account is credited.

You can make cheque deposits of any amount using your VISA Debit Card or any Card agreed to by us at selected Bank@Post outlets. Cash deposits of up to \$3,000 per day can be made at selected Bank@Post outlets only. Merchant deposits and third party cheques are not accepted.

Information on participating Australia Post outlets is available at [www.australiapost.com.au](http://www.australiapost.com.au).

### **Direct debit deposits**

You can authorise us to transfer funds into your Cash Account from another account that you hold with a Financial Institution on a one-off or regular basis by completing a direct debit request. You will need to provide details of your other account, including the BSB and account number. You should also check that the Financial Institution account you hold facilitates direct debit withdrawals. You can provide details of your direct debit, such as the amount and frequency, on your Application, or your financial adviser can submit a direct debit instruction on AdviserNET. One-off direct debits usually take five Banking Business Days after your financial adviser submits the instruction on AdviserNET to be credited to your Cash Account – two Banking Business Days for the funds to be deposited to a clearing account and another three Banking Business Days for the funds to clear.

You will not earn interest during the clearance period since the funds will not be credited to your Cash Account until the funds have cleared.

## Making withdrawals from your Cash Account

You can make withdrawals from your Cash Account using the following methods.

Withdrawal method	eCASH	CASH Connect	How	Maximum daily withdrawal limit
Phone Banking transfer <sup>1</sup>	✓	✓	Phone Banking.	The total limit across these methods is: • \$2,000,000 to your Nominated Account via Internet and Phone Banking, and • \$5,000 to a payee account up to a total of \$25,000 across all payee accounts where the payee accounts are set up online <sup>2</sup> .
Internet Banking transfer <sup>1</sup>	✓	✓	Internet Banking.	
Regular scheduled transfers through Internet Banking <sup>1</sup>	✓	✓	Internet Banking.	
BPAY <sup>1</sup>	✓	✓	Internet and Phone Banking.	\$100,000 (a \$15,000 limit may apply to certain billers).
Periodical payments	✗	✓	Set up using a Periodical Payment Authority, available from your financial adviser.	\$100,000
Cash at St.George Bank and BankSA Branches	✗	✓	St.George Bank or BankSA Branches.	No limit, provided there are sufficient cleared funds in your Cash Account (if you want to withdraw more than \$2,000 at a time, please give the Branch two Business Days' notice).
Agency withdrawal/ Bank@Post	✗	✓	Bank@Post outlets.	You can make cash withdrawals not exceeding \$1,000 per day at Bank@Post outlets using your Card and PIN.
Cheques	✗	✓	Cheque book.	No limit, provided there are sufficient cleared funds in your Cash Account.
Bank cheques at St.George Bank and BankSA Branches	✗	✓	St.George Bank or BankSA Branches.	No limit, provided there are sufficient cleared funds in your Cash Account.
Bank cheques via Internet Banking	✓	✓	Internet Banking.	The total of \$25,000 for all bank cheques (a sub-limit of \$5,000 applies for any one bank cheque).
ATM <sup>3</sup>	✗	✓	At ATMs that display a St.George Bank, BankSA, Westpac and/or VISA logo.	The total limit across these methods is: Cash – \$1,000 and/or Purchases – \$10,000.
EFTPOS <sup>3</sup>	✗	✓	At Merchant EFTPOS Terminals.	
VISA purchases <sup>3</sup>	✗	✓	Through Merchants over the phone or internet or through the mail.	
Direct debit withdrawals	✓	✓	Set up through the other Financial Institution or payee to whom you wish to transfer funds.	No limit, provided there are sufficient cleared funds in your Cash Account.
Telegraphic Transfers at St.George Bank or BankSA Branches	✗	✓	St.George Bank or BankSA Branches.	No limit, provided there are sufficient cleared funds in your Cash Account.
Telegraphic Transfers via Internet Banking	✓	✓	Internet Banking.	\$50,000
Real time gross settlement at St.George Bank or BankSA Branches	✗	✓	St.George Bank or BankSA Branches.	No limit, provided there are sufficient cleared funds in your Cash Account.
Bank drafts	✗	✓	St.George Bank or BankSA Branches.	No limit, provided there are sufficient cleared funds in your Cash Account.

1. If you have a CASH Connect Account, Internet and Phone Banking and BPAY are only available if the method of operation on your account is 'one to sign'.

2. You can link any number of payee accounts through Internet Banking. These payee accounts will then also be accessible to you through Phone Banking.

3. ATM, EFTPOS and VISA access are only available to individual, joint or company account holders who choose to have a VISA Debit Card. You must also be a permanent Australian resident to have a VISA Debit Card. A VISA Debit Card is only available if the method of operation on your account is 'one to sign'.

For more information on using Internet and Phone Banking, cheques or cards, please refer to the following sections.

- 'About Internet and Phone Banking and BPAY' on pages 13 and 14.
- 'About cheques (CASH Connect Account only)' on pages 15 and 16.
- 'About Cards (CASH Connect Account only)' on pages 17 and 18.



### **Branch withdrawals (CASH Connect Account only)**

If you have a CASH Connect Account you may make withdrawals from it at St.George Bank and BankSA Branches.

**If you wish to cash a cheque drawn from your CASH Connect Account, you will need to provide photo identification. For other transactions or enquiries, bring your VISA Debit Card (if applicable) or photo identification plus your BSB number and CASH Connect Account number with you.**

### **Regular withdrawals**

Regular withdrawals can be set up in a number of ways.

- You can set up regular transfers from your Cash Account to your Nominated Account or payee accounts using Internet Banking. Refer to 'About Internet and Phone Banking and BPAY' on pages 13 and 14 for further information.
- Your financial adviser can set up regular transfers from your Cash Account to your Nominated Account or external linked accounts using AdviserNET. Refer to 'Nominated, payee and external linked accounts' on page 7 for further information.
- You can set up a regular direct debit withdrawal from your Cash Account.
- If you have a CASH Connect Account, you can also set up a periodical payment.

### **Direct debit withdrawals**

A direct debit withdrawal is a transfer of funds from your Cash Account to another Financial Institution account. The transfer is initiated by the other Financial Institution after you have authorised the payee, for example, an insurance company, to debit your account. To establish a direct debit withdrawal, you will need to complete a direct debit request provided to you by the other Financial Institution or the payee to whom you wish to transfer funds.

If you set up a direct debit withdrawal, you should note that there is a risk that the other Financial Institution may continue to debit your Cash Account, even after you have instructed the Financial Institution or the payee to cancel the direct debit. Please refer to Part 6 of the 'Terms and Conditions' on page 37 for more information on direct debits.

### **Periodical payments (CASH Connect Account only)**

A periodical payment is a transfer of funds at your request from your CASH Connect Account to a specified account on a certain date or on a regular basis. The periodical payment will continue indefinitely (until you cancel it) unless you specify an end date. This is different to regular transfers set up through Internet Banking, which expire after two years (unless cancelled earlier).

To establish a periodical payment, please ask your financial adviser for a Periodical Payment Authority or contact our Customer Relations team on 1800 731 812. Once your periodical payment has been set up, you can amend or cancel it through Internet Banking or by writing to St.George Bank, Perth Corporate Branch, PO Box 7664, Cloisters Square, WA 6850.

If you set up a periodical payment, you should note that there is a risk that amounts will continue to be debited from your CASH Connect Account, even after an instruction has been given to cancel the periodical payment.

Please refer to Part 7 of 'Terms and Conditions' on page 38 for more information on periodical payments.

## **Enquiries and information**

### **Account information**

Information on your Cash Account such as transaction history and your Cash Account balance is available 24 hours a day, seven days a week on *Investor Online* (which you can access via [www.asgard.com.au](http://www.asgard.com.au)) or through Internet and Phone Banking (refer to 'About Internet and Phone Banking and BPAY' on pages 13 and 14 for more information). You'll also receive a statement on your Cash Account from St.George every six months or more frequently if you require (unless there are no transactions on your Cash Account during the statement period and it has a zero balance).

### **Phone enquiries and account amendments**

If you have any enquiries about your Cash Account or would like to change any account details, please contact your financial adviser or our Customer Relations team on 1800 731 812.

**If you call our Customer Relations team, you will need to provide your Password so that we can identify you.**

You specify your Password on your Application and you can change it at any time on *Investor Online* (which you can access via [www.asgard.com.au](http://www.asgard.com.au)). Please ensure that all signatories on your Cash Account know the Password.

For security purposes, you will need to notify us in writing if you want to make some account amendments, such as changing your Nominated Account or external linked account details. You can obtain a form from our Customer Relations team or send us a letter. Your request should be posted to Asgard, PO Box 7490, Cloisters Square WA 6850.

### **Branch enquiries (CASH Connect Account only)**

You can also make enquiries about your CASH Connect Account balance and transaction history at any St.George Bank or BankSA Branch. You also have access to standard banking facilities such as bank cheques, foreign currency exchange and telegraphic transfers.

To ensure that Branch staff can assist you, bring your VISA Debit Card (if applicable) or photo identification plus your BSB number and CASH Connect Account number with you.



Branch staff are not able to process any account amendments, such as a change of address or account signatories and they cannot answer any queries about your Investment Account (if applicable). Any account amendments or Investment Account queries must be directed to your financial adviser or our Customer Relations team on 1800 731 812.

### **Changing from eCASH to CASH Connect**

If you have an eCASH Account you can change to a CASH Connect Account by completing and forwarding a Change Account Type instruction through your financial adviser to us. At the time you wish to change your Cash Account type, you will need to ensure you have received and read the current Cash Account PDS. You will be required to sign the Change Account Type instruction and ensure that all signatories on the account sign the signature card. You must also supply a reference from an acceptable referee for each signatory (or provide details of a current St.George or BankSA account for which they have already been identified) along with any other required supporting documentation as outlined in the 'Supporting documentation checklist' on pages 46 and 47.

If you change from eCASH to CASH Connect you will keep the same Cash Account details, such as your BSB number, account number, Internet and Phone Banking Access Number, Internet and Phone Banking Security Number and Internet Banking Password (unless you choose 'two to sign' as your method of operation, in which case your Internet and Phone Banking access will be cancelled). Once your request to Change Account Type has been approved and processed, we will send you a confirmation and you will receive your cheque book and VISA Debit Card (if applicable) in the mail.

**You are not able to change your CASH Connect Account to an eCASH Account; however, you can open a separate eCASH Account.**

### **Closing your Cash Account**

If you choose to close your Cash Account, please contact your financial adviser, who will submit the closure instruction to us on your behalf.

**You must provide a valid Nominated Account, if you haven't already done so, when you close your Cash Account. We will not be able to process the closure of your Cash Account without this information.**

If your Cash Account is linked to an Investment Account and you choose to close your Investment Account, you have the option of closing your Cash Account or keeping it open as a stand-alone account. Please refer to the eWRAP – Investment Guide for information on how to close your Investment Account.

Once we have received your request to close your Cash Account from your financial adviser, your account will be credited with a final interest payment and we will transfer the final balance to your Nominated Account.

Before you request to close a CASH Connect Account, you should ensure that all cheques have been presented. Any cheques that are presented after your CASH Connect Account is closed will be dishonoured. Your cheque book and VISA Debit Card (if applicable) must be returned to St.George Bank, Perth Corporate Branch, PO Box 7664, Cloisters Square, Perth WA 6850. Your VISA Debit Card should be cut in half for your protection before you post it to the Bank.

## 2.

# About Internet and Phone Banking and BPAY

All eCASH Accounts receive Internet and Phone Banking access. If you have a CASH Connect Account, you will be given Internet and Phone Banking access if you are an individual account holder, or if there is more than one account holder and you specify that the method of operation is 'one to sign'. If you are a company, trust, superannuation fund or approved deposit fund, Internet and Phone Banking access will be provided to the contact person listed on the Application.

Please note that if you have a CASH Connect Account with more than one account holder and you specify that the method of operation is 'two to sign', you will not be given Internet and Phone Banking access.

**If you register for Internet and Phone Banking, you will receive your Password, Access Number and Security Number from St.George once your account has been opened and activated.**

For information on the activation of your account, please refer to 'Activating your Cash Account' on page 6. This section contains general information about Internet and Phone Banking. Please refer to Part 4 of the 'Terms and Conditions' for Terms and Conditions applying to Internet and Phone Banking.

**Internet and Phone Banking provides you with:**

- 24 hours, seven days a week banking (subject to systems availability and maintenance),
- quick access to your Cash Account,
- bill payment with BPAY, and
- secure banking technology.

### **Significant risks of Internet and Phone Banking**

There is a risk of unauthorised transactions occurring on your Cash Account because of computer or human error, or fraud. Please see clauses 30 and 31 of the 'Terms and Conditions' for information about:

- a) keeping your Internet and Phone Banking Security Number and Internet Banking Password secure, and
- b) when you will be liable for unauthorised Internet and Phone Banking transactions.

## How to use Internet Banking

You can access Internet Banking from any computer with internet access. Internet Banking is available 24 hours a day, seven days a week (subject to systems availability and maintenance). Internet Banking is secure, using high security encryption technology.

### Accessing the Cash Account website

Go to [www.cashonline.info](http://www.cashonline.info), click on the 'Logon' button, and follow the instructions. Your Internet and Phone Banking welcome letter from St.George provides information on how to logon to Internet Banking for the first time.

The Internet Banking screen will guide you through your banking with any necessary on-screen instructions.

## Security

St.George is the issuer of the Cash Account. Internet Banking places a high priority on security and confidentiality. St.George encrypts (or 'scrambles') all messages travelling between your PC and St.George's computer system using high security encryption technology.

## How to use Phone Banking

You can use Phone Banking to manage your Cash Account from any touchtone or mobile phone. Phone Banking has 24 hours, seven days a week banking access (subject to systems availability and maintenance). Call Phone Banking on 13 33 22 (if outside Australia, call + 61 2 9553 5900) and follow the instructions.

## BPAY withdrawals

The BPAY Scheme is a facility that allows you to make electronic payments by requesting the Bank to debit an amount from your Cash Account to pay organisations ('billers') who agree that you can make BPAY payments to them through the BPAY Scheme.

BPAY Payments are made using Internet and Phone Banking. Please see Part 5 of the 'Terms and Conditions' for more information.

### Significant risks of BPAY

There is a risk of unauthorised, fraudulent or mistaken payments from your Cash Account using BPAY.

Please see Part 5 of the 'Terms and Conditions' for further information about when you will be liable for mistaken payments, unauthorised transactions and fraud for payments made using BPAY.

## Features of Internet and Phone Banking

	Internet Banking via <a href="http://www.cashonline.info">www.cashonline.info</a>	Phone Banking 13 33 22
Obtain your Cash Account balance	✓	✓
Pay bills using BPAY	✓	✓
Schedule bills to be paid automatically on specified dates	✓	✗
Set up a group payment to pay all your bills at once	✓	✗
Transfer funds to your Nominated Account	✓	✓
Set up a payee account	✓	✗
Transfer funds to a payee account	✓	✓
Schedule regular transfers to be made automatically to other Financial Institution accounts on specified dates or each week, fortnight or month	✓	✗
Receive a transaction receipt	✓	✗
Receive a transaction receipt number	✓	✓
Obtain a transaction history or order a statement	✓	✓
Obtain your BSB number	✓	✓
Request or cancel an overseas telegraphic transfer	✓	✗
Request bank cheques	✓	✗

# 3.

## About cheques

(CASH Connect Account only)

The Bank will issue a cheque book on your CASH Connect Account after your Application has been approved and processed. The cheque book facility allows you to make payments from your CASH Connect Account. This section contains general information about cheques. Terms and Conditions applying to cheques are on pages 38 and 39 (Part 8 of 'Terms and Conditions').

### How to use cheques

#### Cheque books

St. George will send you a cheque book once your CASH Connect Account has been opened. Your cheque book is set up on an automatic reorder system, so you should receive a new cheque book before you reach the end of your current one. Cheque books also contain a reorder slip that you can post to the address provided at any time.

#### Cheque signing authority

All persons given authority to sign cheques on your Cash Connect Account must sign the signature card. If there is more than one signatory, you need to indicate whether one person can operate the account or whether two signatories are required to operate the account (refer to 'Method of operation' on page 7 for further information).

### Stopping cheques

You may stop payment on a cheque you have written by notifying the Bank before the cheque is paid by the Bank. Speed is important.

You can instruct the Bank to stop a cheque by using Internet Banking or by visiting any St. George Bank or BankSA Branch. To stop payment on a cheque you will need to provide your CASH Connect Account number, the amount, number and date of the cheque and to whom it is payable.

You must then also notify the bank in writing to stop the cheque. Your written notice must be signed in accordance with your account authority and sent to St. George Bank, Perth Corporate Branch, PO Box 7664, Cloisters Square, Perth WA 6850. You must clearly identify the cheque by giving your CASH Connect Account number, the amount, number and date of the cheque and to whom it is payable.

The Bank may charge a fee for stopping payment on a cheque. Please refer to the Cash Account Flyer for information on fees and charges.

### **Cheques returned unpaid or dishonoured**

Your cheque may be returned unpaid or dishonoured in certain circumstances, such as where:

- a) there are insufficient cleared funds in your CASH Connect Account to cover the cheque,
- b) there is some irregularity with your cheque; for example, your cheque is unsigned, is more than 15 months old, is post-dated (that is, bears a date that has not arrived), or has been materially altered (for example, by a change to the amount originally stated in it) and you have not initialled the alteration (some Financial Institutions even require a signature),
- c) you have instructed the Bank to stop payment of your cheque,
- d) the Bank has received notice of your mental incapacity or of your death (and certain conditions have been met),
- e) a court order has frozen your CASH Connect Account, or
- f) you have closed your CASH Connect Account.

St. George may telephone you or advise you in writing if your cheque is dishonoured. A dishonour fee may be charged by the Bank to meet processing costs. Please refer to the Cash Account Flyer for information on fees and charges.

### **Significant risks of cheques**

There is a risk that unauthorised transactions will occur on your account because a cheque is misappropriated, either after it is drafted by you, before it reaches the payee, or because it is poorly drafted.

#### **Reducing the risk of unauthorised alterations**

When you write a cheque, you should take care to reduce the opportunity for forgery and fraud.

You have a duty to fill out the cheque so as not to mislead the Bank or make it easy for someone else to alter your cheque. You should:

- a) not leave gaps between the words or figures (if someone alters them cleverly, you may have to pay the altered amount),
- b) begin the amount in words as close as possible to the left-hand side,
- c) begin the amount in figures as close as possible to the dollar sign (\$),
- d) never write a cheque in pencil or ink that can be rubbed out,
- e) never sign a cheque before it is used or filled out, and
- f) always write the amount of the cheque in words as well as figures, because words are harder to alter without your authority.



# 4.

## About Cards

(CASH Connect Account only)

**If you are an Australian resident and open an individual, joint or company\* CASH Connect Account, you can choose to receive a VISA Debit Card to use with ATM, VISA and EFTPOS facilities. Cards will not be issued on trust, superannuation fund or approved deposit fund accounts. The Bank will issue your Card(s) after your Application has been approved and processed.**

\*Please note that if you have a joint or company account and you specify that the method of operation is 'two to sign', you will not be given Card access.

The VISA Debit Card gives you the convenience of VISA, while using the money in your CASH Connect Account. It does not provide access to credit and you can only use the Card to make purchases or withdraw cash providing there are sufficient cleared funds in your CASH Connect Account. This section contains general information about your VISA Debit Card. Terms and Conditions applying to your VISA Debit Card are on pages 39 to 42 (Part 9 of the 'Terms and Conditions').

### How to use your VISA Debit Card

You can use your VISA Debit Card wherever VISA is accepted to:

- make purchases at 20 million EFTPOS outlets worldwide,
- withdraw cash at over 1 million ATMs in Australia and around the world (fees may apply to certain transactions – please refer to the Cash Account Flyer),
- make a purchase at a Contactless terminal,
- pay bills through BPAY using Internet and Phone Banking, or
- make purchases over the internet and phone – by providing your VISA Debit Card number and expiry date.

### Daily withdrawal limit

You can make purchases of up to \$10,000 per day and withdraw cash up to \$1,000 per day using your VISA Debit Card. If you withdraw cash at a Merchant outlet when making a purchase, the cash component is applied to your daily cash limit. For example, if you made a \$6,000 purchase using EFTPOS and received \$500 cash from the Merchant, your remaining limits that day would be \$4,000 in purchases and \$500 in cash.

### Lost or stolen Cards

If your Card is lost or stolen, please notify the Bank immediately by phoning its 24 hour hotline on 1800 028 208. You must then notify the Bank in writing. Your written notice must be signed and faxed to Lost or Stolen Cards on (02) 9995 8383 or sent to St. George Bank, Perth Corporate Branch, PO Box 7664, Cloisters Square, Perth WA 6850. You must clearly identify your Card by stating the Card number and expiry date. If you don't notify the Bank, you will be liable for unauthorised use, as explained in clauses 53 and 54 in Part 9 of the 'Terms and Conditions'.

### Significant risks of Cards

There is a risk of unauthorised transactions occurring on your CASH Connect Account because your Card is lost or stolen. Please see clauses 53 and 54 in Part 9 of the 'Terms and Conditions' for information about:

- keeping your Card and PIN secure, and
- when you will be liable for any unauthorised transactions.

There is the risk that you will overdraw your CASH Connect Account by the use of a Card. If you overdraw your account you must repay the overdrawn amount immediately and the Bank may charge interest on any overdrawn amounts. Please see clause 16 of the 'Terms and Conditions' for more information on overdrawing.

If you obtain a Visa Debit Card on your account and you use the 'credit' button when you use the Card to make EFTPOS purchases, use your Card at a Contactless terminal or use the Card number to purchase or pay for goods or services, the transaction may need authorisation from the Bank. The Bank may choose not to authorise a proposed transaction. If the Bank gives an authorisation, the Bank reduces the available funds in your CASH Connect Account by up to the amount of the authorisation.

Some Merchants, for example, hotels and car rental agencies, may request confirmation that

your CASH Connect Account has sufficient available funds to meet the estimated cost of goods and services they will supply. The Bank treats the request as a request for authorisation. Once the authorisation is given, the available funds in your CASH Connect Account are reduced by up to the amount of the estimated cost of the goods and services. This means, even though the balance in your CASH Connect Account is a certain amount, you may find you have no, or a reduced amount of, available funds in your CASH Connect Account. When the goods and services have been supplied, the Merchant may request a subsequent authorisation for the actual costs. This may have the effect of reducing the available funds in your CASH Connect Account by the sum of the two authorisation amounts. You should ensure that the Merchant cancels the original authorisation.

VISA Debit Card EFTPOS transactions and Contactless transactions that use the 'credit' button may take up to two weeks for the purchase or payment to be processed and debited to your account. If the Bank gave an authorisation of the purchase or payment, the balance in your CASH Connect Account may be greater than the available funds in the account. Please consider this whenever you obtain a statement or a balance of your CASH Connect Account.

# 5.

## P Privacy Statement

In this privacy statement, reference to 'we', 'us', and 'our' means Asgard and St. George.

### Why we collect your personal information

We collect personal information from you to process your application, provide you with your product or service, and manage your product or service. We may also use your information to comply with legislative or regulatory requirements in any jurisdiction, prevent fraud, crime or other activity that may cause harm in relation to our products or services, and to help us run our business. We may also use your information to tell you about products or services we think may interest you.

If you do not provide all the information we request, we may need to reject your application, or we may no longer be able to provide a product or service to you.

### Disclosing your personal information

We may disclose your personal information to other members of the Westpac Group, anyone we engage to do something on our behalf such as a service provider, and other organisations that assist us with our business. We may also disclose your personal information to any person who acts on your behalf in relation to your investment, such as your financial adviser or broker.

We may disclose your personal information to an entity which is located outside Australia. Details of the countries where the overseas recipients are likely to be located are in the Asgard and St George privacy policies.

As a provider of financial services, we have obligations to disclose some personal information to government agencies and regulators in Australia, and in some cases offshore. We are not able to ensure that foreign government agencies or regulators will comply with Australian privacy laws, although they may have their own privacy laws. By using our products or services, you consent to these disclosures.

### Other important information

We are required or authorised to collect personal information from you by certain laws. Details of these laws are in the Asgard and St George privacy policies.

The Asgard Privacy Policy is available free of charge at [www.asgard.com.au](http://www.asgard.com.au) or by calling 1800 731 812.

The St George Privacy Policy is available free of charge at [www.stgeorge.com.au](http://www.stgeorge.com.au). They cover:

- how you can access the personal information we hold about you and ask for it to be corrected;
- how you may make a complaint about a breach of the Australian Privacy Principles, or a registered privacy code, and how we will deal with your complaint; and

- how we collect, hold, use and disclose your personal information in more detail.

The Asgard and St George privacy policies will be updated from time to time.

Where you have provided information about another individual, you must make them aware of that fact and the contents of this privacy statement.

### Our Reporting Obligations

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 725 863 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.

We will use your personal information to contact you or send you information about other products and services offered by the Westpac Group or its preferred suppliers. If you do not wish to receive marketing communications from us please call us on 1800 731 812.

# 6.

## Direct debit request service agreement

Asgard Capital Management Ltd ABN 92 009 279 592 ('we', 'us' or 'our'), User ID 016103, Level 38, Central Park, 152 St. Georges Terrace, Perth WA 6000.

You have entered or are about to enter into an arrangement under which you make payments to us. You want to make those payments by use of the Direct Debit System (DDS).

This agreement sets out the terms on which we accept and act under a Direct Debit Request (DDR) you give us to debit amounts from your account under the DDS. It is additional to the arrangement under which you make payments to us.

Please ensure that you keep a copy of this agreement as it sets out certain rights you have against us and certain obligations you have to us due to giving us your DDR.

### When we are bound by this agreement

1. We agree to be bound by this agreement when we receive your DDR complete with the particulars we need to draw an amount under it.

### What we agree to and what we can do

2. We only draw money out of your account in accordance with the terms of your DDR.
3. We do not give you a statement of the amounts we draw under your DDR.
4. On giving you at least 14 days notice, we may change our procedures in this agreement; change the terms of your DDR; or cancel your DDR.
5. You may ask us to alter the terms of the DDR; defer a payment to be made under your DDR; stop a drawing under your DDR; or cancel your DDR by emailing [eWRAP@asgard.com.au](mailto:eWRAP@asgard.com.au) or writing to Customer Transactions, PO Box 7241, Perth WA 6839. You should give us at least 14 days notice.
6. You can dispute any amount we draw under your DDR by calling our Customer Relations team on 1800 731 812; or emailing [eWRAP@asgard.com.au](mailto:eWRAP@asgard.com.au); or writing to Customer Transactions, PO Box 7241, Perth WA 6839.

7. We deal with any disputes under Clause 6 of this agreement as follows. We and our bank review our respective records. If necessary we contact your Financial Institution to review its records. We advise you and your financial adviser in writing within two to four weeks, depending on the nature and extent of the dispute, and the measures taken to resolve it.
8. If the day on which you must make any payments to us is not a Business Day, we will draw on your account under your DDR on the first Business Day following that day.
9. If your Financial Institution rejects any of our attempts to draw an amount in accordance with your DDR, we contact you and your financial adviser in writing. After three consecutive rejections we advise you and your financial adviser in writing that you can no longer make payments by direct debit.
10. We will not disclose to any person any information you give us on your DDR, which is not generally available, unless: you dispute any amount we draw under your DDR and we need to disclose any information relating to your DDR or any amount we draw under it to the Financial Institution at which your account is held or the Financial Institution which sponsors our use of the DDS or both of them; you consent to that disclosure; or we are required to disclose that information by law.

### What you should consider

11. Not all accounts held with a Financial Institution are available to be drawn on under the DDS.
12. Before you complete your DDR, it is best to check account details against a recent statement from your Financial Institution to ensure the details on your DDR are completed correctly.
13. If you are uncertain when your Financial Institution processes an amount we draw under your DDR on a day which is not a Business Day, please enquire with your Financial Institution.
14. It is your responsibility to ensure there are sufficient cleared funds available in your account, by the due date on which we draw any amount under your DDR, to enable us to obtain payment in accordance with your DDR.
15. We request you to direct all requests to stop or cancel your DDR to us or your Financial Institution and all enquiries relating to any dispute under Clause 6 of this agreement to us or your Financial Institution.



# 7.

## **T**erms and Conditions

### **Part 1 – Terms and Conditions that apply to your eCASH Account or CASH Connect Account and Payment Services ('Terms and Conditions')**

#### **1. Acceptance of these Terms and Conditions**

- 1.1 If a signed Application is submitted to us manually and accepted by us, you agree to these Terms and Conditions as part of your Application.
- 1.2 If you are applying for an eCASH Account and an unsigned Application is submitted to us electronically by your financial adviser using AdviserNET:
  - (a) you are taken to have agreed to these Terms and Conditions when a deposit is made to your eCASH Account, or when you accept or confirm these Terms and Conditions using Investor Online, whichever is the earlier; and
  - (b) you warrant that you authorised your financial adviser to use AdviserNET to submit your Application.
- 1.3 Your agreement to these Terms and Conditions will give rise to a contract between:
  - (a) you and the Bank in relation to your Cash Account;
  - (b) us and the Bank on these Terms and Conditions; and
  - (c) you and us in relation to your Cash Account.
- 1.4 If you are acting as a trustee, you will be bound by these Terms and Conditions as a trustee or an agent, and personally. If you are a corporation, the directors of the corporation are also bound by these Terms and Conditions.
- 1.5 If more than one person constitutes you, then you and any person claiming through you are jointly and severally bound by these Terms and Conditions as though each of you had been a party to them.
- 1.6 You warrant that, before your Application was submitted, you read and understood these Terms and Conditions, the Cash Account PDS and any other documentation provided to you in relation to your Cash Account and its operation.
- 1.7 We are not obliged to accept any Application or provide reasons for our refusal to accept an Application.

#### **2. About these Terms and Conditions**

- 2.1 The Bank warrants that it will comply with the ePayments Code, where it applies. If your Cash Account is designed primarily for use by a business, and is established primarily for business purposes, the ePayments Code will not apply to it.

- 2.2 The relevant provisions of the Code of Banking Practice apply to your Cash Account and Payment Services if you or any other account holders of your Cash Account are individuals or a Small Business.
  - 2.3 If any other information about a Cash Account or a Payment Service is made available, it may be accessed by calling our Customer Relations team on 1800 731 812.
  - 2.4 Where there is any inconsistency between these Terms and Conditions and the rest of this PDS, these Terms and Conditions prevail.
- 3. Changing these Terms and Conditions**

- 3.1 The Bank may change these Terms and Conditions, introduce a fee or charge or change the fees and charges or interest rates applying to your Cash Account at any time if the Bank changes them in accordance with any applicable law and these Terms and Conditions.
- 3.2 No change the Bank makes has the effect of terminating our authority under clause 12 to operate your Cash Account.
- 3.3 The Bank will give notice to you at least 30 days before any change that:
  - (a) introduces a fee or charge (other than a government fee or charge – see clause 3.8);
  - (b) increases a fee or charge (other than a government fee or charge – see clause 3.8);
  - (c) changes the method of calculating interest;
  - (d) changes the frequency with which interest is credited or debited;
  - (e) changes the minimum balance to which an account keeping fee applies;
  - (f) changes the balance ranges within which interest rates apply to an account; or
  - (g) The Bank will give notice to you at least 30 days before any change that in relation to an EFT Transaction:
    - (i) imposes or increases charges for the issue or replacement of a Card or Code or performing an EFT Transaction;
    - (ii) increases your liability for losses relating to EFT Transactions; or
    - (iii) varies the daily or periodic transaction limits for EFT Transactions, a Payment Service or Electronic Equipment.

- 3.4 The Bank will notify you of other changes to these Terms and Conditions on or before the day the change takes effect.
- 3.5 The Bank will notify you in one of the following ways (and you agree to receive notice in any of these ways):
- (a) in writing; the Bank may give you notice in writing by writing to you directly or by media advertisement depending upon the change to the PDS and unregulated account terms; or
  - (b) electronically where the ePayments Code and the Code of Banking Practice permit and if you agree; or
  - (c) in any other way agreed to by you.
- 3.6 If the Bank needs to give notice to you by writing to you directly, the Bank will regard that notice as given to you three business days after it is posted by ordinary mail to the mailing address the Bank last recorded. If you change your address and do not tell the Bank, you are considered to be notified if the Bank writes to the old address.
- 3.7 If your Cash 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 the Bank under this clause. This means that only one notice will be sent for the account.
- 3.8 If a government introduces or changes a government charge payable directly or indirectly by you, you agree to receive notification in the media or in writing unless the introduction or change is publicised by a government agency or representative. Currently, there are no government fees or charges payable in relation to the Cash Account.
- 3.9 The Bank does not need to give you any advance notice where a change has to be made because of an immediate need to maintain or restore the security of the Bank's systems or the Cash Account or a Payment Service.

#### 4. What happens if you breach these Terms and Conditions?

If you breach any of these Terms and Conditions, the Bank may:

- (a) close your Cash Account;
- (b) suspend your use of Internet and Phone Banking or BPAY, or both; and
- (c) use any money you have in another account with the Bank towards repaying any Debit Balance you have in your Cash Account (this is known as 'combining accounts').

The Bank may combine accounts without giving you any notice, but the Bank will tell you promptly afterwards.

#### 5. Security and permitted disclosure of an Internet Banking Password, a PIN, Password or Internet and Phone Banking Security Number

- 5.1 For your own security against loss, you should safeguard any payment instruments that relate to your Cash Account such as cheques, Cards, and any PIN, Password or Internet and Phone Banking Security Number, Internet and Phone Banking Access Number or Internet Banking Password relating to a payment instrument.
- Further information about keeping your payment instruments secure is set out in clause 22 (for Passwords), 53 to 54 (for Cards and PINs) and 30 to 31 (for Internet and Phone Banking Access Methods).
- 5.2 If you want a third party to collect information about your Cash Account from the Bank so that it can be aggregated with information about bank accounts you have, you may be asked to give details of your PIN, Internet and Phone Banking Security Number, Internet and Phone Banking Access Number or Internet Banking Password to that third party. Before doing so, you must check that the third party is approved by the Bank. The Bank will not treat the disclosure of your PIN, Internet and Phone Banking Security Number or Internet and Phone Banking Password to a third party the Bank has approved as a breach by you of clause 22 (for Passwords), 53 (for Cards and PINs) or 30 (for Internet and Phone Banking Access Methods).

#### 6. Errors, disputes and complaints

- 6.1 If you believe an error has been made, or unauthorised transactions have occurred in relation to your Cash Account, or you have any other questions after checking your statement, please notify us or the Bank immediately.
- 6.2 You can notify us and the Bank by:
- (a) writing to Customer Transactions, PO Box 7241, Perth WA 6839; or
  - (b) calling us on 1800 731 812.
- 6.3 To assist us in resolving your complaint, you should:
- (a) report it promptly;
  - (b) state clearly the nature of the problem and your particular grievance; and
  - (c) have available all documents and background information.
- 6.4 Please give us your name and your Cash Account number and any relevant details of the error or unauthorised use, including the amount involved. We may also ask you for further information in order to assist in resolving your complaint.
- 6.5 If the Bank cannot resolve the matter immediately, the Bank will give you a summary of the investigation procedure the Bank will follow. The Bank will notify you of the name and contact number of the person who is investigating your complaint.
- 6.6 If you have a complaint which relates to the BPAY Scheme and you are not an individual or your complaint or dispute is not in relation to private or domestic purposes, then the Bank will resolve your dispute in accordance with dispute resolution procedures established under the BPAY Scheme.
- 6.7 If it is unclear whether you have contributed to the loss, the Bank will consider all reasonable evidence, including all reasonable explanations for the transaction occurring. The fact that your Cash Account has been accessed with the correct Access Methods, whilst significant, will not be conclusive evidence that you have contributed to the loss.
- 6.8 The Bank will not require you to raise complaints or disputes in relation to the processing of EFT Transactions with any other party to the shared EFT System. Where the Bank has been notified by another party to the shared EFT System, or formed the view, that a transaction has been debited or credited incorrectly to your Cash Account, the Bank will investigate.
- 6.9 If the Bank has not completed its investigation and informed you of the result, and the Bank's reasons, in writing within 21 days of receiving your complaint, the Bank will let you know the status of your query.
- 6.10 The Bank will complete its investigations and inform you of the result and the Bank's reasons in writing within 45 days of receiving your complaint unless there are exceptional circumstances, which the Bank will write to you about. Where an investigation continues beyond 45 days, the Bank will inform you of the reasons for the delay and give you monthly updates on the progress of the investigation, and a date when a decision can reasonably be expected. The Bank will not do this if the Bank has requested a response from you and the Bank is waiting for that response.
- 6.11 If the Bank decides that the Cash Account has been incorrectly debited or credited, the Bank will adjust it (including any fees, interest and charges) and tell you in writing. Any correction will be included in your next statement. The Bank will also notify you as soon as practicable after reversing an incorrect credit. If you request, the Bank will provide you with further details about any corrections shown on your Cash Account statement.
- 6.12 If it is finally decided that the Bank's decision was wrong or the Bank's procedures were unsatisfactory and these influenced the complaint result or caused unreasonable delay, the Bank will be liable for the amount of the unauthorised transaction.

- 6.13 If the Bank decides that there has not been an incorrect debit or credit or the Bank decides that you have contributed to at least part of the loss involved in an unauthorised transaction, the Bank will give you copies of any evidence. If you are not satisfied, you may request a senior management review. After that review, the Bank will tell you, in writing, of any other steps you can take with your complaint.
- 6.14 The next available step is the Financial Ombudsman Service ('Ombudsman'). This is a free, external and independent process for resolving disputes between banks and customers, provided the Ombudsman has the power to deal with your dispute. In addition, if your complaint relates to the way the Bank handles your personal information, then you have a right to complain to the Ombudsman. You can contact the Financial Ombudsman Service by calling 1300 780 808 or writing to GPO Box 3, Melbourne Victoria 3001.
- 7. Service Providers and agents**
- 7.1 If the Bank consents, in its discretion, we may retire as operator of your Investment Account (if applicable) and arrange for another person to perform our functions. If we do so, we must give you notice. If this occurs, your Cash Account remains with the Bank.
- 7.2 The Bank may offer a range of Banking Services through agents appointed by the Bank to provide such services. The full range of Banking Services provided by the Bank may not be available through any such agent.
- 7.3 In limited circumstances the Bank may pay commissions and make other payments to agents in relation to the Banking Services it performs under this clause.
- 8. Trade practices**
- 8.1 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.
- 9. GST**
- 9.1 The Bank will tell you if any fees the Bank charges you are GST inclusive.
- 9.2 If there is a situation in which the Bank is required to pay GST on a payment you make to the Bank, you agree to increase the amount of the payment to include the GST amount.
- 9.3 The Bank will tell you of any additional GST amount you must make on a payment.
- 10. Applicable law**
- 10.1 These Terms and Conditions are subject to the laws of Western Australia and the parties agree to submit to the exclusive jurisdiction of the courts of Western Australia.
- 10.2 The Financial Claims Scheme (FCS) provides a guarantee for deposits of eligible authorised deposit taking institutions (ADIs) including Australian banks, building societies and credit unions. The Australian Prudential Regulation Authority (APRA) is responsible for the administration of the FCS and for making payments to account holders in the event that APRA decides to place an ADI in liquidation. If that occurs, you may be entitled to payment under the FCS. Payments under the FCS are subject to a limit for each depositor. Information about the FCS can be obtained from the APRA website at [www.apra.gov.au](http://www.apra.gov.au) or through the APRA hotline 1300 55 88 49.
- (c) provide us with an acceptable way to identify you; or
- (d) activate your eCASH Account for Internet and Phone Banking, you cannot use your eCASH Account, other than to make deposits to your eCASH Account or to pay for the purchase of Assets (if your Cash Account is linked to an Investment Account).
- 11.3 If you have an eCASH Account, then before the Bank gives you your Internet and Phone Banking Access Number and Internet and Phone Banking Security Number, you will only be able to make deposits to your eCASH Account by electronic credit and pay for the purchase of Assets (if your Cash Account is linked to an Investment Account). Until you receive your Internet and Phone Banking Access Number, Internet and Phone Banking Security Number and Internet Banking Password, you cannot withdraw moneys deposited to your eCASH Account.
- 11.4 See Part 4 – Terms and Conditions that apply to Internet and Phone Banking for further information about your Internet and Phone Banking Access Number, Internet and Phone Banking Security Number and Internet Banking Password.
- 12. Your Cash Account**
- 12.1 When you open a Cash Account with us:
- (a) You will need to provide information requested about you and information necessary to enable identification of signatories.
- (b) You authorise us to operate your Cash Account as required or contemplated by these Terms and Conditions, including:
- (i) withdrawing the purchase price of any Assets you purchase through your Investment Account (if your Cash Account is linked to an Investment Account);
- (ii) depositing or transferring the proceeds of sale, dividends, income distributions or other payments (after deducting any fees and charges) of any Assets in your Investment Account (if your Cash Account is linked to an Investment Account);
- (iii) withdrawing any other fees and charges, including fees and charges set out in the Cash Account Flyer, and fees and charges set out in the eWRAP – Investment Guide (if your Cash Account is linked to an Investment Account); and
- (iv) closing your Cash Account, including the transfer of final balances and subsequent receipts to your Nominated Account.
- 12.2 If your Cash Account is linked to an eWRAP – Investment Account, you authorise the settlement agent appointed by us to undertake activities on your Cash Account that are required to settle securities traded on the Australian Securities Exchange ('ASX') through your eWRAP – Investment Account, including:
- (a) instructing the Bank to place a pledge on funds required for the purchase of any ASX-listed securities that you have purchased through your eWRAP – Investment Account. The pledge holds the funds in your Cash Account, by reducing the available balance, from the time of the trade to the time of settlement, which is generally three business days after the trade;
- (b) instructing the Bank to remove any pledges, as set out in (a) above, prior to the funds being withdrawn for settlement;
- (c) withdrawing the purchase price of any ASX-listed securities you purchase through your eWRAP – Investment Account;
- (d) depositing or transferring the proceeds of sale, dividends or other payments of any ASX-listed securities that you hold in your eWRAP – Investment Account;
- (e) withdrawing any fees and charges relating to trades of ASX-listed securities, including settlement fees and brokerage as set out in the eWRAP – Investment Guide.
- 12.3 If your Cash Account is linked to an Investment Account, we may sell such of your Assets or any other securities in our control or possession as we consider necessary or desirable to ensure that the balance in your Cash Account:
- (a) is at least equal to any minimum amount described in this PDS or notified to you from time to time; or
- (b) is sufficient to pay fees and charges in respect of your Cash Account or Investment Account.

## Part 2 – Terms and Conditions that apply to your Cash Account

### 11. Using your Cash Account

- 11.1 You cannot use your Cash Account until:
- (a) your Application has been accepted by us;
- (b) your Cash Account has been opened; and
- (c) a deposit is made to your Cash Account.
- 11.2 If you have an eCASH Account and your financial adviser opened your Cash Account electronically on AdviserNET and you do not:
- (a) agree to, or accept, these Terms and Conditions;
- (b) confirm your eCASH Account details;

We will sell your Assets in proportion to the current value of each Asset that we have recorded, unless your financial adviser has instructed us to sell Assets in a specific order. If you have an eWRAP – Investment Account, we will sell your managed investments, and then your shares, to restore your minimum balance.

- 12.4 If for any reason we cannot make a deposit into your Cash Account, we may make that deposit into any other Financial Institution account nominated by you or pay that deposit to you directly. Failing that, we may hold that deposit on trust for you in a bank account that may or may not be interest bearing. Moneys so held for you will be deemed to be held as part of your Investment Account.
- 12.5 You agree that we act as your agent in operating your Cash Account.
- 12.6 The Bank is not liable for any loss or damage caused to you by any person (including us) authorised to operate your Cash Account except where it arises from fraudulent conduct by the Bank's agents or employees, or if the Bank is liable under statute.
- 12.7 You must notify our Customer Relations team promptly if you change your address.
- 12.8 You can change any details relating to your Cash Account by notifying your financial adviser (who will then notify us) of that change, if the change is not otherwise referred to in these Terms and Conditions and is not inconsistent with these Terms and Conditions. You cannot otherwise change the details of your Cash Account.
- 12.9 You cannot transfer the legal ownership of your Cash Account.

### **13. Nominated Account**

- 13.1 You must identify a Nominated Account on your Application.
- 13.2 You may have only one Nominated Account for your Cash Account and it must be held in the same name and capacity as your Cash Account.
- 13.3 You must notify us in writing if you want to change your Nominated Account. You can do this by completing a nominated or external linked account amendment form (available from your financial adviser or our Customer Relations team) and returning it to us. If you have an eCASH Account and your Cash Account was opened electronically, this change will only be made after we contact you by telephone and you are then identified in a way acceptable to the Bank.
- 13.4 Any account you nominate to be the new Nominated Account must satisfy all the requirements in this clause 13 and be adequately identified. The Bank may also impose other Terms and Conditions on you changing your Nominated Account. Any other term or condition will be notified to you.
- 13.5 When you close your Cash Account you must provide a Nominated Account, if you haven't already done so.

### **14. Multiple Cash Account holders**

- 14.1 There may be up to two holders of a Cash Account. If there is more than one holder:
- (a) each of you is responsible for the Cash Account individually and jointly with the other;
  - (b) either of you can operate the Cash Account, subject to clause 14.4;
  - (c) the Bank gives each of you a different Internet and Phone Banking Access Number, Internet and Phone Banking Security Number and Internet Banking Password, subject to clause 14.4; and
  - (d) if one of you dies, the Cash Account will continue solely for the benefit of the survivor as the only Cash Account holder.
- 14.2 The joint account holders must sign an authority in the form the Bank requires, to tell the Bank the method by which it permits operations on the joint account. Any joint account holder may ask the Bank in writing to permit operation of the joint account if all joint account holders sign.
- Also, if the Bank is made aware of any dispute on a joint account, the Bank may decide to only permit operations on the account if all joint account holders sign.

- 14.3 The Bank may accept a cheque into a joint account which is payable to any one or more of the joint account holders.
- 14.4 If you have a CASH Connect Account and you specify that two persons must operate the account, you will not be given access to Internet and Phone Banking nor be issued with a Card, and two persons must sign for each withdrawal (including cheques) or Cash Account amendment.

### **15. Adjustment of debits and credits to your Cash Account**

- 15.1 The Bank credits payments to your Cash Account as soon as practicable after it receives them. This is not necessarily the same day that the Bank receives the payment. The Bank does not debit your Cash Account earlier than the date on which the relevant transaction occurs.
- 15.2 The Bank may subsequently adjust debits and credits to your Cash Account, and the balance on your Cash Account, so as to accurately reflect the legal obligations of you and the Bank (for example, because of an error or because a deposited cheque or a direct entry payment is dishonoured). If the Bank does this, the Bank may make consequential changes (including to the interest on the Cash Account).
- 16. Cash Account minimum balance and overdrawing**
- 16.1 The minimum balance to be maintained in your Cash Account is \$1,000.
- 16.2 As your Cash Account is a savings account, you must not overdraw your Cash Account. You acknowledge that no credit facility is provided with your Cash Account.

- 16.3 You should be careful to make withdrawals only against the cleared funds in your Cash 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 Cash Account is dishonoured), you may overdraw your account. The Bank has no obligation to allow you to overdraw your Cash Account.
- 16.4 If you overdraw your Cash Account at any time, you must immediately repay the overdrawn amount on demand by the Bank. You agree to pay the Bank any reasonable legal fees the Bank incurs in seeking to recover the overdrawn amount from you.
- 16.5 The Bank charges a fee and interest when your Cash Account has a Debit Balance. Please refer to the Cash Account Flyer for information on interest rates and fees and charges.
- 16.6 If your Cash Account is linked to an Investment Account and there are insufficient funds in your Cash Account, your investment instructions cannot be processed. Please refer to the eWRAP – Investment Guide in relation to the processing of your investment instructions and the funds in your account.

### **17. Transfer limits and clearance**

- 17.1 Your Cash Account may be used to effect:
- (a) electronic transfers to your Cash Account from any other account with a Financial Institution in Australia;
  - (b) transfers from your Cash Account to your Nominated Account or payee accounts, using Internet and Phone Banking; or
  - (c) BPAY Payments from your Cash Account, using Internet and Phone Banking.
- 17.2 Withdrawals cannot be undertaken on an eCASH Account using ATMs, EFTPOS, cash, cheque or any method other than those set out in clause 29.



17.3 You may arrange to have electronic payments (such as salary credits, dividends or BPAY credit transfers from another Financial Institution) credited directly to your Cash Account. You do not need to arrange this with the Bank. The Bank is not liable for any payments which you expect to receive, but which you do not receive. If you wish to cancel or alter the crediting of your salary or any other direct electronic payments to your Cash Account, or you have a complaint that a direct debit was unauthorised or otherwise irregular, you need to contact the appropriate initiator of the transaction (such as your employer). All transactions must be in Australian dollars.

17.4 There are no minimum or maximum amounts for transfers to or from your Cash Account other than limits imposed by the transfer method used (see clause 29 and 'Making withdrawals from your Cash Account' on pages 10 and 11).

17.5 The Bank credits any transfer to your Cash Account on the day the Bank processes the transfer. If the account from which funds are transferred is held with the Bank, the Bank immediately treats the transferred funds as cleared funds against which you draw.

17.6 You authorise the Bank to debit your Cash Account with the amount of any transfer the Bank credits to your Cash Account which is later reversed.

## **18. Deposits**

18.1 Cash Accounts require a minimum opening deposit of \$1,000 as provided in clause 16.1. There is no limit to the amount of subsequent deposits and withdrawals.

18.2 If you have a CASH Connect Account, you can make deposits at any Branch, subject to prevailing fees and charges applicable to your CASH Connect Account using a pre-encoded deposit form. The Bank gives you these in your cheque book. Please refer to the Cash Account Flyer for information on fees and charges.

18.3 To deposit a cheque into your Cash Account it must be made payable to you, or to 'cash'. The Bank may refuse to accept any cheque for deposit in its absolute discretion. The Bank charges a fee when you deposit Overseas Cheques. Please refer to the Cash Account Flyer for information on fees and charges.

18.4 A cheque deposited to your Cash Account is not available for withdrawal until cleared. Normal clearance times on deposits are shown under 'Depositing funds to your Cash Account' on page 8. If the cheque is deposited through one of the Bank's agents, the clearance time may be longer.

18.5 You may request the Bank to specially clear a cheque you have deposited. The Bank may at its 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 the Bank's discretion. The Bank may charge you a fee for a special clearance. Please refer to the Cash Account Flyer for information on fees and charges.

18.6 If a deposited cheque is later dishonoured or not cleared, the Bank will debit your Cash Account for the amount of the cheque. A deposited cheque is dishonoured when the bank on which it is drawn refuses to give the Bank value for the cheque for any reason. This may happen at any time. Overseas Cheques may be dishonoured on presentation to the overseas bank. The Bank may charge you a fee if a cheque deposited to your account is dishonoured. Please refer to the Cash Account Flyer for information on fees and charges.

18.7 If you deposit a cheque or other item drawn in Australian dollars on an overseas Financial Institution or drawn in a foreign currency (a 'foreign item'), the Bank's encashment, negotiation or collection of the foreign item is subject to further Terms and Conditions. The Bank will make those Terms and Conditions available to you on your request at any of its Branches and when you wish to deposit a foreign item into your account.

The Terms and Conditions applying to the Bank's cashing, negotiating or collecting 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 30 days after the date of the deposit. The foreign item may not be cleared, even if the Bank allows 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, the Bank debits the amount of the foreign item to your account. The Bank applies the exchange rate at the date the Bank is 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 the Bank credited to your account when you deposited the foreign item. Please refer to clause 16 for more information about withdrawing an amount from uncleared funds.

18.8 The Bank will decide the order in which payments will be made from any deposit to your Cash Account (for instance, interest, fees and charges, periodical payments etc.).

18.9 If you have a CASH Connect Account, the Bank accepts large deposits of coin if they are counted and wrapped. The Bank may accept other deposits of coin but may ask you to call at a time convenient to the Branch. The Bank may charge you a fee when it accepts deposits of coin. Please refer to the Cash Account Flyer for information on fees and charges. Large deposits of coin cannot be left at the Branch for counting in your absence.

18.10 In some cases, other Financial Institutions will accept deposits of cheques or cash for the credit of an account with the Bank. The Bank recommends that you do not make deposits to your Cash Account at other Financial Institutions. The Bank relies on the other Financial Institution to inform it that any cheque you deposit is presented and if the cheque is dishonoured. This is why clearance times for these cheques are significantly longer. The other Financial Institution does not tell the Bank whether you deposit cheques or cash, so cash deposits at other Financial Institutions take as long to clear as cheque deposits.

18.11 You can make cheque deposits to your eCASH Account by posting a cheque to Customer Transactions, PO Box 7241, Perth WA 6839, along with a remittance advice printed from AdviserNET or a letter detailing your account number.

18.12 You can make cheque deposits to your CASH Connect Account by posting a cheque to Customer Transactions, PO Box 7241, Perth WA 6839, along with a deposit slip or a remittance advice printed from AdviserNET.

## **19. Withdrawals**

19.1 The Bank may not allow a withdrawal unless it has proof of identity of the person making the withdrawal which is acceptable to the Bank. The Bank may not allow any withdrawals from your Cash Account if the Bank cannot locate you after having made reasonable efforts to do so.

19.2 You may withdraw any amount of cleared funds you have by using a bank cheque. The Bank charges a fee for providing a bank cheque. Please refer to the Cash Account Flyer for information on fees and charges. The Bank does not have to give notice to you if a bank cheque bought from it by you is not presented by the payee within a reasonable time after purchase.



- 19.3 The Bank may limit cash withdrawals from your CASH Connect Account at a Branch to a maximum of \$2,000 a day (including Terminal withdrawals) for CASH Connect Accounts mainly used for domestic or private use and a maximum of \$5,000 a day (including Terminal withdrawals) for business CASH Connect Accounts. If you require a larger amount, you must give two business days notice to the Branch where you wish to withdraw the amount.
- 19.4 See clause 56 for further discussion on withdrawal limits at Terminals.
- 20. Cash Account statements and other information**
- 20.1 The Bank sends you an account statement for your Cash Account every six months, or more frequently if you request (although we may not do so if there are no transactions on your Cash Account during the statement period and it has a zero balance). The statement will set out the deposits, withdrawals, interest, fees and charges and transactions on your Cash Account during the statement period. You should check your statements carefully, and tell the Bank immediately if there are any errors.
- 20.2 You may obtain information as to your Cash Account balance, transaction history and interest payments using Internet and Phone Banking, or by accessing Investor *Online*.
- 20.3 Copies of statements of your Cash Account are also available on request. You will be charged a fee for a copy of a statement provided on request. Please refer to the Cash Account Flyer for information on fees and charges.
- 20.4 You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to the Bank. You can do that, or query an entry on a statement by calling 1800 731 812 within Australia. Any credit wrongly made to your Cash Account must be notified and returned to the Bank as soon as possible. The Bank will debit your Cash Account for that amount even if it will result in your Cash Account being overdrawn and if necessary will take recovery proceedings against you.
- 20.5 If you have a CASH Connect Account, in some circumstances, Card scheme rules allow the Bank to charge a transaction on your CASH Connect Account back to the Merchant with whom you made the transaction. The Bank will claim a chargeback right (if the right is available) for a transaction on your Card account if:
- you ask the Bank to do so; and
  - you give the Bank the information and material the Bank requires to support the chargeback, within 30 days after the date of the statement on which the transaction is recorded. Otherwise, any chargeback right the Bank has under Card scheme rules may be lost. The timeframe for disputing a transaction may not apply to reporting unauthorised EFT Transactions covered by the ePayments Code. The Bank cannot claim a right of chargeback if the right does not exist. Card scheme rules prevent the Bank from disclosing details of when a chargeback is or is not available to it. Any right of chargeback the Bank may have under Card scheme rules may be lost if you do not:
  - inform the Bank promptly that you wish to dispute a transaction; and
  - provide the Bank with any information or material it requires to support a chargeback.
- Refer also to clauses 54.7 and 31.5 in this context.
- 20.6 If the Bank has issued a VISA Debit Card on your CASH Connect Account, a balance record of the account may not indicate the amount of available funds on your CASH Connect Account. Please refer to 'Significant risks of Cards' on page 18 for further information.
- 20.7 Electronic communications
- (a) When you apply for an account, you agree to the Bank providing you with statements, notices and other information relating to your product either:
- (i) by email; and/or
  - (ii) by making the statement, notice or information available at the Bank's website, provided:
    - (1) the Bank alerts you by email of the availability of this information; and
    - (2) the Bank provides you with the ability to readily retrieve and retain the information.
- (b) Since you have agreed to receive statements, notices and other information relating to your product by email or other electronic form:
- (i) you will not receive a paper copy of the relevant statements, notices and other information relating to your product;
  - (ii) you will need to regularly check to see if you have received any emails from the Bank;
  - (iii) you will need to maintain and check your Electronic Equipment through which you will receive email and your email address regularly to ensure it is always capable of receiving an email; and
  - (iv) you will be responsible for printing and saving important information – and the Bank strongly recommends that you do so.
- (c) The Bank will send you all statements and other notices and information to the most recent email address you have supplied to the Bank. You must ensure you notify the Bank of any change to your email address as soon as possible. You may do this by contacting our Customer Relations team on 1800 731 812.
- (d) You may request a paper copy of any statement, notice or other information relating to your product, provided to you by email or in an electronic form, within seven years from the date of receipt of a statement or electronic communication. The Bank will not charge you a fee for this.
- 21. Closure of your Cash Account**
- 21.1 The Bank will close your Cash Account after you request to close your Cash Account.
- 21.2 The Bank must be notified as soon as possible of your death, or the death of a joint Account holder. Once such notification is received the Bank will take instructions on your account from the Executor or Administrator of your Estate. Your account may be closed in accordance with such instructions. If it is a joint Cash Account, the Bank closes it when the Bank receives notice of the death of the last surviving account holder.
- 21.3 The Bank may close your Cash Account without giving you prior notice if there is a Debit Balance in your Cash Account and that balance is not restored to a nil balance when requested by the Bank.
- 21.4 If your Cash Account is a joint Cash Account, the Bank can ask either or both of you to repay any Debit Balance. You may be liable to pay the whole of any Debit Balances.
- 21.5 Also, the Bank may close your Cash Account at any time by giving you reasonable notice.
- 21.6 If the Bank closes your Cash Account:
- (a) the Bank pays the credit balance less any amounts for anticipated government charges; and
  - (b) you remain liable for any government charges on your Cash Account, either before or after it is closed.
- 21.7 The Bank charges a fee if you request us to transfer your remaining balance to you when closing your Cash Account. Please refer to the Cash Account Flyer for more information on fees and charges.
- 21.8 If the Bank closes your CASH Connect Account, any unused cheques and Cards must be returned to the Bank.

## 22. Passwords

22.1 You must choose a Password for your Cash Account. You may need to use this Password to verify your identity at a Branch or when making phone enquiries. At the Bank's discretion, the Bank may allow you to use your Password or another identifier other than your manual signature to direct the Bank to transfer funds or make payments from your account. The Bank is not required to do so.

We, or the Bank, can refuse to allow you to access your Cash Account if you cannot supply a Password. The Bank strongly recommends 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 do so on *Investor Online* or by writing to Customer Transactions at PO Box 7241, Perth WA 6839.

22.2 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 22.10 to 22.13.

22.3 If you require a memory aid to recall your Password, you may make such a record provided the record is reasonably disguised.

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

- (a) not to record your disguised Password on your Card;
- (b) not to describe your disguised record as a 'Password record' or similar;
- (c) not to disguise your Password using alphabetical characters or numbers: A=1, B=2, C=3 etc.;
- (d) not to select or disguise your Password using any of the following combinations (or parts of them):
  - (i) date of birth; or
  - (ii) family members' names; and
- (e) 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; or
  - (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.

22.4 If your CASH Connect 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 CASH Connect 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 CASH Connect Account (for example, to order cheques or to make phone enquiries) or request the Bank to exercise its discretion to process a transfer of funds or payment from your account. 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).

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 the obligations set out in clause 22 above.

### If your Password is revealed

22.5 You must tell the Bank 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 the Bank by telephoning the Bank's 24-hour Card service centre on 1800 028 208. You will need to give the Bank all relevant information you may have. You must confirm in writing any notice you give the Bank by telephone. You must change your Password immediately.

22.6 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.

22.7 If you are unable to report to the Bank because its facilities are unavailable:

- (a) please tell the Bank within a reasonable time after its facilities become available again.
- (b) If the ePayments Code applies, you will not be 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

22.8 You are not liable for unauthorised transactions requested of the Bank's 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 transactions will normally be limited to the smallest of:

- (a) \$150; or
- (b) the balance of the EFT Accounts on which the unauthorised 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 22.5 (excluding that portion of the loss incurred on any one day which exceeds any applicable daily transactions limit).

In some circumstances, you may be liable for a greater amount of unauthorised transactions by use of a Password. Please refer to clauses 22.10 to 22.14 for details of those circumstances.

22.9 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 Merchants who are linked to the electronic funds transfer system or of their agents or employees; or
- (b) unauthorised EFT Transactions by use of a Password which occur after you have given us notice as required by clause 22.5; or
- (c) unauthorised EFT Transactions made using a Password and made before you receive your Password; or
- (d) any Password that is forged, faulty, expired or cancelled; or
- (e) the same transaction being incorrectly debited more than once to the same account.

### When you will be liable

22.10 You will be liable for unauthorised transactions requested of the Bank's staff using a Password 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
- (d) selected a Password which represents an alphabetical code which is recognisable as a part of your name immediately after you were specifically instructed not to select such a Password and warned of the consequences of doing so; or
- (e) acted with extreme carelessness in failing to protect the security of your Password.

22.11 Your liability for unauthorised transactions requested of the Bank's staff using a Password under clause 22.10 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 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 clause 22.10 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.

22.12 You will be liable if you have contributed to the unauthorised use because you unreasonably delayed in notifying the bank that your Password has become known to someone else.

22.13 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 the Bank was actually notified; or
- (b) the funds available in your EFT Accounts, including any agreed lines of credit; or
- (c) the total amount you would have been allowed to withdraw on the days that the unauthorised use occurs.

22.14 You will not be liable under clause 22.10 or 22.12 for losses incurred on any accounts which we had not agreed could be accessed by using your Password. Your liability for unauthorised transactions requested of the Bank's staff using a Password referred to in clause 22.10 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 22.10.

22.15 No transaction carried out by you, a person authorised by you or another person with your knowledge and consent can be an unauthorised transaction.

### 23. Significant tax implications

23.1 Taxation is complex and we recommend you consult a suitably qualified professional when considering tax matters in relation to your Cash Account. The following information is of a broad nature and is generally in accord with taxation laws enacted as at the Issue Date.

23.2 Generally, interest earned on your Cash Account will form part of your assessable income. Your six-monthly Cash Account statements will show how much interest has been earned on your Cash Account.

23.3 You can choose to provide your Tax File Number ('TFN') or Australian Business Number ('ABN') in your account Application.

You are not obliged to provide your TFN or ABN, but if you do not and you are not exempt, tax may be deducted at the top marginal rate plus Medicare levy from any interest income on your Cash Account. Any TFN withholding tax deducted will be remitted to the Australian Taxation Office and will be shown on the Annual Tax Report you receive for your Investment Account (if your Cash Account is linked to an Investment Account).

23.4 For more information about the use of TFNs or ABNs, please contact the Australian Taxation Office.

### 24. Labour standards, environmental, social and ethical considerations

24.1 Neither us, nor the Bank, has taken into account labour standards or environmental, social or ethical considerations for the purpose of selecting, retaining or realising the investment for your Cash Account.

## Part 3 – Terms and Conditions that apply to all Payment Services

### 25. Stopping payment

25.1 If you want to stop or alter any funds transfer, contact our Customer Relations team on 1800 731 812 as soon as possible and give full details so the Bank can locate the transfer and take action. In some instances the Bank will not be able to stop or alter a transaction on a Payment Service after you have instructed the Bank to make the transaction. The Bank will not accept an order to stop or alter a payee payment once you have instructed the Bank by Internet and Phone Banking to make payee payments. For example, refer to clause 37 in this context as it applies to BPAY Payments.

25.2 See clause 50.3 for how to stop a cheque.

25.3 Except where the law, the Code of Banking Practice or the ePayments Code makes the Bank liable, the Bank is not liable to you if you ask the Bank to stop a transfer, but the Bank has already debited it to any of your accounts or the Bank is liable to pay the amount of the transaction to another person.

25.4 The Bank may charge you a fee for acting to stop or alter a transaction on a Payment Service. Please refer to the Cash Account Flyer for information on fees and charges.

25.5 The Bank and its agents and contractors are not liable for any negligence, delay or error in transit or transmission of a Payment Service, unless the Bank is liable under a statute, the Code of Banking Practice or the ePayments Code. If this exclusion is not effective, the Bank's liability or that of its agents or contractors is limited to the cost of resupply of the service, if the law, the Code of Banking Practice and the ePayments Code permit this limitation.

### 26. Electronic banking system malfunction

26.1 The Bank is responsible for loss caused by the failure of the Bank's Electronic Equipment, EFT System or Internet and Phone Banking service to complete a transaction accepted by the Bank's Electronic Equipment, the EFT System, or Internet and Phone Banking, in accordance with your instructions.

26.2 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 a merchant or us) except where you should reasonably have been aware that the equipment or system was unavailable for use or malfunctioning, in which case, the Bank's liability may be limited to the correction of any errors in the appropriate Cash Account, and the refund of any charges or fees imposed on you as a result.

26.3 The Bank corrects the loss by making any necessary adjustment to the appropriate account (including adjustment of interest or fees as a result of the malfunction).

26.4 Please tell the Bank about any service fault or difficulty with the Bank's Electronic Equipment, the EFT System or Internet and Phone Banking service by calling 1300 301 805 between 8am and 9pm (Sydney time), seven days a week.



## Part 4 – Terms and Conditions that apply to Internet and Phone Banking

### 27. Using Internet and Phone Banking

27.1 When you open a Cash Account, the Bank will give you access to Internet and Phone Banking, unless you have a CASH Connect Account and your method of operation is 'two to sign' (see 'Method of operation' on page 7). You will also be registered automatically for Secure Code Service.

27.2 If you choose to activate your eCASH Account electronically through Investor *Online*, and you have been identified by the Bank, the Bank will tell you your Internet and Phone Banking Access Number and Internet and Phone Banking Security Number by letter sent to your residential address held on the Bank's records.

27.3 If you submit a manual Application signed by you, we will activate your Cash Account on your behalf. The Bank will tell you your Internet and Phone Banking Access Number and Internet and Phone Banking Security Number by letter sent to your residential address held on the Bank's records.

27.4 Your Internet and Phone Banking Access Number and your Internet and Phone Banking Security Number are the Access Methods for Phone Banking. Your Internet and Phone Banking Access Number, Internet and Phone Banking Security Number and Internet Banking Password are the Access Methods for Internet Banking.

27.5 You may select and change your own Internet and Phone Banking Security Number when you use Phone Banking. You may change your Internet and Phone Banking Security Number and select and change your own Internet Banking Password when you use Internet Banking. For your security, the Bank recommends that you use an Internet and Phone Banking Security Number and an Internet Banking Password that are different from any of your ATM/EFTPOS PINs (if relevant). Refer to clause 30 regarding the security of your Internet and Phone Banking Security Number and Internet Banking Password.

You may select your own Internet Banking Password. If you do not select one within the time the Bank allows, the Bank will place your Internet Banking into 'inactive' status. For your security, the Bank recommends that you use an Internet Banking Password that is unique. This Internet Banking Password must be at least six characters long and must include both a letter and a number. Refer to clause 30 regarding the security of your Internet Banking Password.

- 27.6
- When you use your Internet Banking Access Methods to initiate a transaction, certain internet banking transactions may be identified by the Bank as 'at risk' transactions.
  - 'At risk' transactions can only be performed and completed if they are authenticated by our Secure Code Service. This includes using the Secure Code provided by the Bank for each 'at risk' transaction. The Bank will send the Secure Code to either your Australian mobile phone number by SMS or Australian landline telephone number by interactive voice response message.
  - If you are currently registered for Internet Banking, you will not be able to perform certain 'at risk' transactions using Phone Banking.
  - In order to receive the Secure Code, you must:
    - provide the Bank 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.
  - If you do not provide the Bank with a valid Australian mobile phone number or a 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.
  - 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.

- It is your responsibility to inform the Bank of any changes to the telephone number you have nominated to receive the Secure Code.
- If for some reason, you are unable to participate in the Secure Code Service, you may discuss with the Bank your special circumstances by contacting the Internet Banking Helpdesk on 1300 555 203 between 8am and 9pm Sydney time, 7 days a week.

27.7 The Bank may cancel your registration for Internet and Phone Banking at any time without notice. The Bank informs you in writing after the Bank cancels your registration. If you want to use Internet and Phone Banking at a later time, you may ask the Bank to register you again.

27.8 You can cancel your registration for Internet and Phone Banking by visiting any of the Bank's Branches or by phoning 1800 100 104 between 8am and 8pm Sydney time Monday to Saturday. If you want to use Internet and Phone Banking at a later time, you may ask the Bank to register you again.

27.9 The Bank 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.

27.10 It is your responsibility to obtain and maintain any Electronic Equipment (for example, touchtone telephone or PC) which may be necessary 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 your access codes to Internet and Phone Banking.

27.11 It is your responsibility to ensure your contact information is correct. You can maintain your contact details including your contact phone numbers, residential and mailing address as well as your email address via Internet Banking.

27.12 The Bank may change your Internet and Phone Banking access to 'inactive' status if you do not access Phone or Internet Banking within 120 consecutive days. You can re-activate your access at any time in the future by calling the Bank on 1800 100 104 between 8am and 8pm Sydney time Monday to Saturday.

### 28. Availability

The Bank will make reasonable efforts to ensure that:

- Internet and Phone Banking is available during the hours specified by the Bank; and
- information the Bank makes available to you through Internet and Phone Banking is correct.

### 29. Transaction processing and limits

29.1 The Bank provides you with a transaction receipt number each time you make an Internet and Phone Banking transaction. You should keep this record of the transaction receipt number and it should be quoted if you have any queries relating to a particular transaction.

29.2 The Bank may not process the transaction until the next batch processing day for the account on which you make the transaction.

29.3 The Bank applies the following daily limits on transactions:

- \$2,000,000 for the transfer of funds to your Nominated Account, using Internet and Phone Banking;
- \$25,000 for any other transactions that are transfers, including payee payments, limited to \$5,000 per payee, using Internet and Phone Banking;
- \$100,000 for transfers to payee accounts authorised under a form you signed and the Bank approves (available for CASH Connect only);
- \$100,000 for BPAY Payments of funds permitted under these Terms and Conditions, using Internet and Phone Banking. A \$15,000 maximum daily limit may apply to certain billers;
- there is a minimum amount of \$100 and a maximum of \$50,000 for any Telegraphic Transfers ordered on Internet and Phone Banking.

29.4 You acknowledge and agree that the Bank may, at the Bank's discretion, record by whatever means the transactions which you effect using Internet and Phone Banking and that those records may be used by the Bank for the purpose of, amongst other things, establishing or verifying 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.

29.5 The Bank will not accept an order to stop or alter a payee payment once you have instructed the Bank by Internet and Phone banking to make that payee payment.

29.6 You may use Internet and Phone Banking to make payee payments from your account. You may use Internet Banking to direct the Bank to make a payee 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 payee payment. The Bank relies on the BSB and account number only to make a payee payment from your account. You must take care to identify the correct BSB and account number for a payee payment as the Bank cannot check the payment particulars you give us. Otherwise, the payment may not be made to the correct account.

If you use Internet Banking to schedule making a payee payment from your account at a later time, the Bank can accept an order to stop or alter the payment only if the Bank receives your order before midnight on the business day immediately prior to the day on which you schedule the payee payment to be made. Otherwise, the Bank will not accept an order to stop or alter a payee payment you schedule to make from your account at a later time. Also, the Bank will not accept an order to stop or alter any other payee payment once you have instructed the Bank by Internet and Phone Banking to make that payment.

29.7 You may use Internet and Phone Banking to transfer funds between your EFT Accounts. You may use Internet Banking to direct the Bank to make a Scheduled Payment that is a transfer of funds between your EFT Accounts.

If you use Internet and Phone Banking to schedule transferring funds between your EFT Accounts at a later time, the Bank can accept an order to stop or alter the transfer only if the Bank receives your order before midnight on the business day immediately prior to the day on which you schedule the transfer to be made. Otherwise, the Bank 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 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, the Bank will not accept an order to stop or alter any other transfer of funds you ask the Bank to make between your EFT Accounts once you have instructed the Bank by Internet and Phone Banking to make that transfer.

### **30. Security of your Internet and Phone Banking Security Number and Internet Banking Password**

30.1 You must keep your Internet and Phone Banking Access Number, Internet and Phone Banking Security Number and Internet Banking Password confidential. You must not keep your Phone and Internet Security Number or Internet Banking Password with your Internet and Phone Banking Access Number. You must not disclose your Internet and Phone Banking Security Number or Internet Banking Password to anyone and if you think anyone knows or misuses your Internet and Phone Banking Security Number or Internet Banking Password you must change it and you should tell the Bank immediately.

30.2 The security of your Internet and Phone Banking Security Number and Internet Banking Password are very important as they are comparable to your signature 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, are not misused, lost or stolen. If you fail to ensure the security of your Internet and Phone Banking Security Number and Internet Banking Password, your liability is determined under clause 31.

30.3 You must:

- (a) not record your Internet and Phone Banking Security Number or Internet Banking Password on the computer or telephone that you use to access Internet and Phone Banking;
- (b) not record your Internet and Phone Banking Security Number or Internet Banking Password on any item that identifies your Internet and Phone Banking Access Number or Internet Banking Password or on any article normally carried with that item and which is liable to loss or theft with that item;
- (c) not permit any other person to use your Internet and Phone Banking Security Number or Internet Banking Password;
- (d) not disclose your Internet and Phone Banking Security Number or Internet and Phone Banking Password or make them available to any other person (including a family member, a friend or one of the Bank's staff); and
- (e) use care to prevent anyone else seeing your Internet and Phone Banking Security Number or Internet and Phone Banking Password being entered into any Electronic Equipment.

30.4 If you require a memory aid to recall your Internet and Phone Banking Security Number, you may make a record of that Security Number, but you must ensure that the record is reasonably disguised. The Bank does not consider that the following examples provide a reasonable disguise, and you agree:

- (a) not to record your disguised Internet and Phone Banking Security Number or Internet and Phone Banking Password on any item that identifies your Internet and Phone Banking Access Number or Internet and Phone Banking Password;
- (b) not to record your disguised Internet and Phone Banking Security Number or Internet and Phone Banking Password on the computer or telephone that you use to access Phone or Internet Banking;
- (c) not to disguise your Internet and Phone Banking Security Number or Internet and Phone Banking Password by reversing the number sequence;
- (d) not to describe your disguised record as an 'Internet and Phone Banking Security Number record' or 'Internet and Phone Banking Password record' or similar;
- (e) not to disguise your Internet and Phone Banking Security Number using alphabetical characters or numbers: A=1, B=2, C=3 etc.;
- (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; or
  - (vi) licence numbers; and
- (g) not to store your Internet and Phone Banking Security Number or Internet Banking Password in any low security electronic device of any kind, which may be (but are not limited to):
  - (i) calculators;
  - (ii) personal computers; or
  - (iii) electronic organisers.

There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your Internet and Phone Banking Security Number or Internet Banking Password. You must use extreme care if you decide to use a memory aid for your Internet and Phone Banking Security Number or Internet Banking Password.

If you forget your Internet and Phone Banking Access Number, you must contact us or the Bank by telephoning our Customer Relations team on 1800 731 812.



Please note: Liability for authorised Internet and Phone Banking transactions is determined under the relevant provisions of the ePayments Code, where that Code applies, despite your obligations set out at clause 30.1 to 30.4.

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

- 30.5 You must tell us or the Bank 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 any unauthorised use of it, or that unauthorised transactions have been made.
- 30.6 If you do not notify us or the Bank you may be liable for unauthorised use (see clause 31). You may notify us or the Bank by telephoning our Customer Relations team on 1800 731 812 during business hours. Outside of business hours, you can notify the Bank by telephoning 1800 028 208.
- 30.7 You will need to give us or the Bank all relevant information you may have, so that the Bank can suspend Internet and Phone Banking access to your Cash Account. You must confirm in writing any notice you give us or the Bank by telephone. A failure to do so will not affect your liability for unauthorised transactions; however, if you do so it will help the Bank to effectively deal with your report.
- 30.8 When you report the matter you will be given a notification number. You should retain that number as confirmation of the date and time of your report.
- 30.9 If you are unable to report to us or the Bank because our and/or the Bank's facilities are unavailable, you are not liable for any unauthorised transaction which could have been prevented if you had been able to tell us or the Bank provided you tell us or the Bank within a reasonable time after our and/or the Bank's facilities become available again.
- 30.10 If you want a third party to collect information about your Cash Account from the Bank 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 or Internet and Phone Banking Security Number or Internet Banking Password to that third party. Before doing so you must check that the third party is approved by the Bank. The Bank will not treat the disclosure of your Internet and Phone Banking Access Number, Internet and Phone Banking Security Number or Internet Banking Password to a third party the Bank has approved as a breach by you of this clause 30. For the purposes of this clause, the Bank approves us.

**31. Liability for unauthorised transactions**

- 31.1 You are not liable for unauthorised Internet and Phone Banking transactions if it is clear you did not contribute to losses resulting from those unauthorised transactions. Otherwise, your liability for unauthorised Internet and Phone Banking transactions will normally be limited to the smallest of:

- (a) \$150; or
- (b) the balance of your Cash Account; or
- (c) the actual loss incurred before you notify us under clause 30.5 (excluding that portion of the loss incurred on any one day which exceeds any applicable daily transaction limit)

In some circumstances, you may be liable for a greater amount of unauthorised Internet and Phone Banking transactions. Please see clauses 31.3 and 31.4 for details of those circumstances.

- 31.2 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 Merchants who are linked to the electronic funds transfer system or their agents or employees; or
- (b) unauthorised Internet and Phone Banking transactions which occur after you have given the Bank notice as required by clause 30.5;
- (c) unauthorised Internet and Phone Banking transactions before you receive your Internet and Phone Banking Security Number or Internet Banking Password;
- (d) the same transaction being incorrectly debited more than once to the same account; or
- (e) any Device, Identifier or Code that is forged, faulty, expired or cancelled.

**When you will be liable**

- 31.3 If you have contributed to the unauthorised use because you:

- (a) engaged in fraud;
- (b) voluntarily disclosed your Internet and Phone Banking Security Number or Internet Banking Password to anyone, including a family member or friend;
- (c) where a Device is also 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 the Internet and Phone Banking Security Number or Internet Banking Password) with the Device or in a way that it was liable to loss or theft simultaneously with that Device;
- (d) selected an 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 an 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.

Your liability will not exceed the smallest of:

- (i) the actual loss incurred up to the time the Bank is notified that the security of your Internet and Phone Banking Security Number or Internet Banking Password has been breached or notice of the existence of unauthorised transactions; or
- (ii) the funds available in your Cash Account, including any agreed line of Credit; or
- (iii) 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.

31.4 If you have contributed to the unauthorised transaction because you unreasonably delayed in notifying the Bank that your Internet and Phone Banking Security Number 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 the Bank was actually notified; or
- (b) the funds available in your Cash 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.

31.5 Your liability from unauthorised Internet and Phone Banking transactions will not exceed the amount of the loss that would result after the exercise of any claim or other rights the Bank has under Card scheme rules against any other party to the Card scheme (whether or not that claim or other right is actually exercised). Refer to clauses 20.4 and 20.5 in this context.

31.6 You will not be liable under clause 31.3 or 31.4 for 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 clause 31.3 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 31.3.

31.7 No transaction carried out by you, a person authorised by you or another person with your knowledge and consent can be an unauthorised transaction.

## 32. Business customers

32.1 If your Cash Account is 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 the Bank informs you.

## 33. Mistaken internet payments

33.1 This clause 33 does not apply to BPAY payments. See Part 5 for information about BPAY payments.

### Reporting mistaken internet payments

33.2 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 any of the Bank's Branches or by calling 1800 731 812 if calling 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

33.3 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 33.4 to 33.5 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

33.4 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 transaction is made:

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

- 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:

- the receiving institution will investigate the payment and complete the investigation within 10 business days of receiving a request;
- 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;
- 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:

- 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

33.5 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

### 33.6 Where:

- both we and the sending institution are satisfied that a payment made to your account is a mistaken internet payment; and
- sufficient credit funds are available in your account to the value of that payment; and
- the mistaken internet payment is reported 7 months or less after the payment; and
- 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 33.4, we will, without your consent, deduct from your account an amount equal to that mistaken payment and send that amount to the financial institution of the payer in accordance with clause 33.4 above.

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

- 33.7 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.

## Part 5 – Terms and Conditions that apply to Bpay

### 34. Terms and Conditions of the BPAY Scheme

- 34.1 This Part 5 applies if you ask the Bank to make a payment on your behalf through the BPAY Scheme. The Bank is a member of the BPAY Scheme.
- 34.2 The BPAY Scheme is an electronic payments scheme through which you can ask the Bank, providing the Bank is a member of that scheme, to make payments on your behalf to organisations ('billers') who tell you that you can make BPAY Payments to them. The Bank will tell you if it is no longer a member of the BPAY Scheme.
- 34.3 You may also receive or access bills or statements electronically through BPAY View from participating billers nominated by you by:
- (a) opening an email sent to you whenever a bill or statement is received by the Bank with a link to Internet Banking; or
  - (b) accessing Internet Banking.
- 34.4 You may choose to make a BPAY Payment using Internet and Phone Banking or any other payment method accepted by the biller. The Bank is a biller and you may nominate the Bank as a biller for the purposes of BPAY and BPAY View.
- 34.5 When you ask the Bank to make a BPAY Payment, you must give the Bank the information specified in clause 36. The Bank will then debit your Cash Account with the amount of that BPAY Payment. The Bank may decide not to make a BPAY Payment if there are not sufficient funds in your Cash Account at the time when you tell the Bank to make that payment.
- 34.6 When the Bank makes a BPAY Payment on your behalf the Bank is not acting as your agent or the agent of the biller to whom that payment is directed.
- 34.7 You can ask the Bank to make BPAY Payments from your Cash Account if these Terms and Conditions permit you to make withdrawals from that Cash Account.

- 34.8 The Bank may impose restrictions on the accounts from which a BPAY Payment may be made. In addition to the limits specified in clause 29, a biller may set limits on the amount of a BPAY Payment to that biller. Some billers will not accept payment from certain accounts.

- 34.9 If there is any inconsistency between the BPAY Scheme Terms and Conditions in this Part 5 and the other Cash Account Terms and Conditions, then the BPAY Scheme Terms and Conditions will apply to the extent of that inconsistency.

- 34.10 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.

### 35. Valid payment direction

- 35.1 The Bank will treat any instruction to make a BPAY Payment as authorised by you if, when it is given to the Bank:
- (a) your Internet and Phone Banking Access Number and your Internet and Phone Banking Security Number for your Cash Account are entered, if you make the BPAY Payment by Phone Banking; or
  - (b) your Internet and Phone Banking Access Number, Internet and Phone Banking Security Number and your Internet Banking Password for your Cash Account are entered, if you make the BPAY Payment by Internet Banking.

### 36. Information you must give the Bank

- 36.1 To instruct the Bank to make a Bpay Payment from your Cash Account, you must give the Bank the following information:
- (a) the amount you wish to pay;
  - (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).

- 36.2 Instructions are given by entering the correct numbers into your touchtone telephone (where you are using the phone) or your computer keyboard (where you are using the internet).

- 36.3 The Bank is not obliged to effect a BPAY Payment if you do not give the Bank all of the above information, or if any of the information you give the Bank is inaccurate.

### 37. Payments

- 37.1 You may use Internet Banking to direct the Bank to make a BPAY Payment that is a Scheduled Payment from your Cash Account. If you use Internet Banking to schedule making a BPAY Payment from your Cash Account at a later time, the Bank can accept an order to stop or alter the payment only if the Bank receives your order before midnight on the business day immediately prior to the day on which you schedule the BPAY Payment to be made. Otherwise, the Bank will not accept an order to stop or alter a BPAY Payment you schedule to make from your Cash 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, the Bank will not accept an order to stop or alter any other BPAY Payment once you have instructed the Bank to make the payment.
- 37.2 You should notify the Bank immediately if you become aware that you may have made a mistake when instructing the Bank to make a BPAY Payment, or if you did not authorise a BPAY Payment that has been made from your Cash Account (except for a mistake as to the amount you mean to pay – for those errors see clause 37.6). Clauses 39.2 to 39.4 describe when and how the Bank 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.
- 37.3 Subject to clause 42, 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 the Bank to make the BPAY Payment before the Bank's Payment Cut-Off Time on a Banking Business Day; or
  - (b) on the next Banking Business Day, if you tell the Bank to make a BPAY Payment after the Bank's Payment Cut-Off Time on a Banking Business Day, or on a non-banking business day.
- 37.4 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 the Bank to make a BPAY Payment;
  - (b) you tell the Bank to make a BPAY Payment either on a day which is not a Banking Business Day or after the Bank's Payment Cut-Off Time on a Banking Business Day;
  - (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.
- 37.5 While it is expected that any delay in processing a BPAY Payment for any reason set out in clause 37.4 will not continue for more than one Banking Business Day, any delay may continue for a longer period.
- 37.6 You must be careful to ensure that you tell the Bank the correct amount you wish to pay. If you instruct the Bank to make a BPAY Payment and you later discover that:
- (a) the amount you told the Bank 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 the Bank 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.

### **38. BPAY View**

- 38.1 You may register to use BPAY View. You will be able to register for BPAY View at the Cash Account website ([www.cashonline.info](http://www.cashonline.info)).
- 38.2 If you register with BPAY View, whilst you are registered you:
- (a) agree to the Bank disclosing to billers nominated by you:
    - (i) such of your personal information (for example your name, email address and the fact that you are the Bank's 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 38.3 (b), (c), (d), (e) or (f) has occurred;
  - (b) agree to the Bank or a biller (as appropriate) collecting data about whether you access your emails, Internet Banking and any link to a bill or statement;
  - (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 38.3. For the purposes of this clause, the Bank is the agent for each biller nominated by you under clause 38.2 (a);
  - (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 and Conditions apply to you.
- 38.3 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);
  - (b) if you or a biller de-register from BPAY View or you no longer have your Cash Account with the Bank;
  - (c) if the Bank receives notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;

- (d) if your email address is incorrect or cannot be found and your email is returned to the Bank undelivered;
  - (e) if the Bank is aware that you are unable to access your email or the Bank's 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.
- 38.4 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 the Bank receives 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;
  - (b) if you receive notification on Internet Banking without an email, then that bill or statement is received by you:
    - (i) when a notification is posted on Internet Banking, whether or not you choose to access the Bank's website; and
    - (ii) at the Bank's Internet Banking website;
  - (c) bills and statements delivered to you remain accessible through Internet Banking 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 directly if you have any queries in relation to bills or statements.
- 38.5 You must:
- (a) check your emails or Internet Banking at least weekly;
  - (b) tell the Bank if your contact details (including email address) change;
  - (c) tell the Bank if you are unable to access your email or Internet Banking or a link to a bill or statement for any reason;
  - (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 your Cash Account with the Bank.

### **39. Liability for mistaken payments, unauthorised transactions and fraud**

- 39.1 BPAY participants undertake to promptly process BPAY Payments. You must tell the Bank promptly:
- (a) if you become aware of any delays or mistakes in processing your BPAY Payments;
  - (b) if you did not authorise a BPAY Payment that has been made from your Cash Account; or
  - (c) if you think that you have been fraudulently induced to make a BPAY Payment.

The Bank will attempt to rectify any such matters in relation to your BPAY Payments in the way described in clauses 39.2 to 39.4. If the ePayments Code applies and a BPAY Payment is made on your Cash Account without your knowledge or consent, liability for that unauthorised BPAY Payment will be determined in accordance with clause 31. Otherwise, except as set out in clauses 39.2 to 39.4 and clause 44 and subject to clause 26.2, the Bank will not be liable for any loss or damage you suffer as a result of using the Bpay Scheme.



- 39.2 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 Cash Account was debited for the amount of that payment, the Bank will credit that amount to your Cash Account. However, if you were responsible for a mistake resulting in that payment and the Bank cannot recover within 20 Banking Business Days of the Bank attempting to do so the amount of that payment from the person who received it, you must pay the Bank that amount.
- 39.3 If a BPAY Payment is made in accordance with a payment direction which appeared to the Bank to be from you or on your behalf but for which you did not give authority, the Bank will credit your Cash Account with the amount of that unauthorised payment. However, you must pay the Bank the amount of that unauthorised payment if:
- (a) the Bank cannot recover that amount within 20 Banking Business Days of the Bank attempting to do so from the person who received it; and
  - (b) the BPAY Payment was made as a result of a payment direction which did not comply with the Bank's prescribed security procedures for payment directions.
- 39.4 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 the Bank will attempt to obtain a refund for you of the fraud induced payment.
- 39.5 If a BPAY Payment you have made falls within the type described in clause 39.3 and also clauses 39.2 or 39.4, then the Bank will apply the principles stated in clause 39.3. If a BPAY Payment you have made falls within both the types described in clauses 39.2 and 39.4, then the Bank will apply the principles stated in clause 39.4.
- 39.6 Except where a BPAY Payment is a mistaken payment referred to in clause 39.2, an unauthorised payment referred to in clause 39.3 or a fraudulent payment referred to in clause 39.4, 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.
- Important**
- Even where your BPAY Payment has been made using a VISA Debit Card, no chargeback rights will be available under BPAY Scheme rules. Please see clause 20.5 for further information on chargebacks.
- 39.7 Your obligation under clauses 39.2 and 39.4 to pay the Bank the amount of any mistaken or unauthorised payment (as applicable) is subject to any of your rights referred to in clause 45.
- 39.8 You indemnify the Bank against any loss or damage the Bank may suffer due to any claim, demand or action of any kind brought against the Bank arising directly or indirectly because you:
- (a) did not observe any of your obligations under the BPAY Scheme Terms and Conditions; or
  - (b) acted negligently or fraudulently in connection with these Terms and Conditions.

- 39.9 If you tell the Bank that a BPAY Payment made from your Cash Account is unauthorised, you must first give the Bank your written consent addressed to the biller who received that BPAY Payment, consenting to the Bank obtaining from the biller information about your account with that biller of the BPAY Payment, including your customer reference number and such information as the Bank reasonably requires to investigate the BPAY Payment. The Bank is not obliged to investigate or rectify any BPAY Payment if you do not give the Bank this consent. If you do not give the Bank that consent, the biller may not be permitted under law to disclose to the Bank information the Bank needs to investigate or rectify that BPAY Payment.

#### 40. BPAY View billing errors

- 40.1 For the purposes of clauses 40.2 and 40.3, 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);
    - (ii) failure to give you a bill on time (other than because you failed to view an available bill on time);
    - (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.
- 40.2 You agree that if a BPAY View billing error occurs:
- (a) you must, immediately upon becoming aware of the BPAY View billing error, 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.
- 40.3 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.

#### 41. Suspension

- 41.1 The Bank 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.

#### 42. Payment Cut-Off Times

- 42.1 If you tell the Bank to make a payment before the times specified in the box below, it will in most cases be treated as having been made on the same day.

##### Payment Cut-Off Times:

Seven days per week: 5.30 pm (EST).

However, the payment may take longer to be credited to a biller if you tell the Bank 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.

#### 43. When a biller cannot process your payment

- 43.1 If the Bank is advised that your BPAY Payment cannot be processed by a biller, the Bank will:
- (a) inform you of this;
  - (b) credit your Cash Account with the amount of the BPAY Payment; and
  - (c) if you ask the Bank to do so, take all reasonable steps to assist you in making a BPAY Payment to that biller as quickly as possible.



#### 44 Cash Account records

You should check your Cash Account records carefully and promptly report to the Bank as soon as you become aware of 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.

#### 45. Consequential damage

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 the Bank has 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. The Bank is 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 the Bank's negligence or in relation to any breach of a term, 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.

#### 46. Privacy

46.1 In addition to clause 38.2, if you register to use the BPAY Scheme, you agree to the Bank disclosing to billers nominated by you and, if necessary, to BPAY 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 the Bank's customer) as is necessary to facilitate your registration for or use of the BPAY Scheme;
- (b) such of your transactional information as is necessary to process 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; and
- (c) that an event in clause 38.3(b), (c), (d), (e) or (f) has occurred.

46.2 You must notify the Bank if any of your personal information changes and you consent to the Bank disclosing your updated personal information to all other participants in the BPAY Scheme referred to in this clause 46.2, as necessary. You can request access to your information held by BPAY Pty Ltd by telephoning (02) 9922 3511 or held by its agent, Cardlink Services Limited, by telephoning (02) 9646 9280. 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 use of BPAY View.

## Part 6 – Terms and Conditions that apply to direct debit withdrawals and direct credits

#### 47. Terms and Conditions of direct debit withdrawals

- 47.1 You may cancel your direct debit withdrawal facility by contacting the Bank or the person who is debiting the funds from your account. The Bank will promptly process your instruction to cancel a direct debit request relevant to a Banking Service the Bank provides to you. If you wish to alter your direct debit withdrawal facility, you should contact the person who is debiting the funds from your Cash Account.
- 47.2 The Bank may decide not to make a direct debit withdrawal if there are not sufficient cleared funds in the account at the time and on the date for the transfer of money.
- 47.3 If the Bank decides not to make the payment for this reason, the Bank may still charge you a fee. Please refer to the Cash Account Flyer for more information on fees and charges. From time to time the Bank may allow you to overdraw your Cash Account. The Bank has no obligation to do so.

47.4 If the Bank decides not to make the payment because there are not enough cleared funds in your Cash Account or if the Bank decides to make the payment and overdraw your Cash Account, the Bank may charge a fee. Please refer to the Cash Account Flyer for more information on fees and charges. Also if the payment overdraws your Cash Account, you agree to pay the Bank interest on the amount overdrawn at the rate specified by the Bank from time to time. You must repay the overdrawn amount immediately without further demand from the Bank. You agree to pay the Bank any reasonable legal fees it incurs in seeking to recover the overdrawn amount from you. Please refer to clause 16 for more information about overdrawing.

47.5 The Bank does not have to inform you if a direct debit withdrawal is not made.

47.6 If you request more than one direct debit withdrawal, the Bank will determine the order in which they are paid.

47.7 The Bank may charge you a fee for direct debit withdrawals (please refer to the Cash Account Flyer for information on fees and charges) and also debit your Cash Account for any fees or charges passed on to the Bank by another Financial Institution as a result of a direct debit withdrawal.

47.8 If your Cash Account is closed or the ATM Cards issued on your CASH Connect Account are cancelled, you agree to notify in writing all payees whom you have authorised to make direct debit withdrawals on your Cash Account. If you do not notify all payees, the Bank 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 (see clause 47.9).

47.9 If your Cash Account is closed for any reason, or if the Bank cancels any Card it issues on your CASH Connect Account, you:

- (a) agree to immediately return all Cards on your CASH Connect Account;
- (b) remain liable for any transaction amounts not yet processed on your Cash Account; and
- (c) authorise the Bank to debit any outstanding transaction amounts on your Cash Account to any other account in your name.

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

47.11 If a direct debit withdrawal is due to be made on a day that is not a Banking Business Day, the Bank makes the direct debit withdrawal on the next Banking Business Day.

#### 48. Direct credits/Salary payments

- 48.1 Direct credits are automatic deposits of funds into your Cash Account. For example, you may have your salary or other regular payments credited to your Cash Account. You may arrange this yourself. You do not need to arrange this with the Bank.
- 48.2 The Bank is not liable for any payments which you expect to receive but which you do not receive.
- 48.3 If you wish to cancel or alter your direct credit facilities, you should contact the person who is forwarding the funds to your Cash Account. You do not need to contact the Bank.

## **Parts 7 to 9 of the Terms and Conditions are only relevant to the CASH Connect Account**

### **Part 7 – Terms and Conditions that apply to periodical payments (CASH Connect Account only)**

#### **49. Terms and Conditions of periodical payments**

- 49.1 To arrange periodical payments you must apply to the Bank. The form must be signed in accordance with the method of operation held by the Bank for the CASH Connect Account.
- 49.2 If your periodical payment application is approved by the Bank, the authority may not take effect for up to six business days after the request is received.
- 49.3 The periodical payment authority will remain in force until:
- (a) the Bank receives written notice from you of:
    - (i) cancellation or variation of the authority; or
    - (ii) death or bankruptcy of the account holder; or
  - (b) the authority is cancelled by the Bank.
- 49.4 The Bank may decide not to make a periodical payment if there are not sufficient cleared funds in your CASH Connect Account at the time and on the date for the transfer of money.
- 49.5 If the Bank decides not to make the payment for this reason, the Bank may still charge you a fee. Please refer to the Cash Account Flyer for information on fees and charges. From time to time, the Bank may allow you to overdraw your CASH Connect Account. The Bank has no obligation to do so.
- 49.6 If the Bank decides not to make the payment because there are not enough cleared funds in your CASH Connect Account or if the Bank decides to make the payment and overdraw the CASH Connect Account, the Bank may charge a fee. Please refer to the Cash Account Flyer for information on fees and charges. Also, if the payment overdraws your CASH Connect Account, you agree to pay the Bank interest on the amount overdrawn at the rate specified by the Bank from time to time. You must repay the overdrawn amount immediately without further demand from the Bank. You agree to pay the Bank any reasonable legal fees it incurs in seeking to recover the overdrawn amount from you. Please refer to clause 16 for more information about overdrawing.
- 49.7 The Bank does not have to inform you if a periodical payment is not made.
- 49.8 If you request more than one periodical payment, the Bank will determine the order in which they are paid.
- 49.9 The Bank may charge you a fee for periodical payments (please refer to the Cash Account Flyer for information on fees and charges) and may also debit your CASH Connect Account for any fees or charges passed on to the Bank by another Financial Institution as a result of a periodical payment.
- 49.10 When the Bank makes a periodical payment the Bank is not acting as your agent or the agent of the payee.
- 49.11 If a periodical payment is for a loan with the Bank and there are not sufficient funds to make the payment, the Bank may at any time debit your CASH Connect Account from which the payment is made for any amount you owe it. If the debit causes your CASH Connect Account to be overdrawn, the amount overdrawn is immediately repayable by you without further demand from the Bank. Please refer to clause 16 for more information about overdrawing.
- 49.12 If the periodical payment is to an account with the Bank, the Bank may credit that account before it draws the payment under your periodical payment authority. If the Bank cannot draw that payment, the Bank may reverse the credit it made.

49.13 If your CASH Connect Account is closed for any reason, or if the Bank cancels any Card it issues on your CASH Connect Account, you:

- (a) agree to immediately return all Cards on your CASH Connect Account;
- (b) remain liable for any transaction amounts not yet processed on your CASH Connect Account; and
- (c) authorise the Bank to debit any outstanding transaction amounts on your CASH Connect Account to any other account in your name.

49.14 If a periodical payment is due to be made on a Sunday or a public holiday, the Bank makes the periodical payment on the next Banking Business Day.

### **Part 8 – Terms and Conditions that apply to cheque books (CASH Connect Account only)**

#### **50. Terms and Conditions of a cheque book**

- 50.1 Cheque accounts are not available to persons under 18 years of age.
- 50.2 You must notify the Bank as soon as possible if your cheque book is lost, stolen or misused. You may do this by contacting any of the Bank's Branches. If you do not contact the Bank as soon as you can, it is possible that you may be liable for cheques drawn on your CASH Connect Account.
- 50.3 You may stop payment on a cheque you have written by telling the Bank before the cheque is paid by the Bank. Speed is important. You may tell the Bank at first by telephone. You should identify the cheque clearly, giving the amount, number and date of the cheque and to whom it is payable. You must then notify the Bank in writing to stop the cheque. The Bank will give you a form for this.
- 50.4 You can tell the Bank to stop a cheque by using Internet and Phone Banking. If you use Internet and Phone Banking to notify the Bank to stop a cheque, you do not have to confirm that notice in writing.
- 50.5 The Bank will charge you a fee for stopping a cheque. Please refer to the Cash Account Flyer for information on fees and charges.
- 50.6 If your cheque has not already been presented and paid, the Bank will stop payment on it. If it has already been presented and paid, the Bank cannot stop payment on it.
- 50.7 You may cancel a stop payment request. You must do so in writing, giving the cheque number and details on the cheque.
- 50.8 You must notify the Bank, within 3 months of receiving the statement for your CASH Connect Account, if there is any cheque noted on your statement which the Bank has paid but you did not authorise. If you do not notify us within this period, you agree that you do not have any right to make a claim against us regarding any lack of authority or forgery in relation to that cheque.
- 50.9 If your CASH Connect Account is used for business purposes, you must make sure that you have in place adequate internal procedures to ensure and then verify that only authorised signatories sign cheques and each cheque is promptly and correctly accounted for in your accounting records.
- 50.10 All cheques are paid and debited to your CASH Connect Account in the order the Bank receives them. You must not post-date your cheques.
- 50.11 If a cheque is presented for payment and there are not enough cleared available funds in your CASH Connect Account, the Bank may not pay (dishonour) the cheque or the Bank may pay (honour) the cheque at its absolute discretion. The Bank may charge you a fee to honour or dishonour your cheque. The amount of this fee is set out in the Cash Account Flyer.

50.12 General descriptive information about cheques is set out below and under 'How to use cheques' on pages 15 and 16.

(a) Crossing a cheque

If you cross a cheque you are telling a Financial Institution not to cash it across the counter. The cheque should then be paid to a Financial Institution (for example, into a customer's account). If a Financial Institution does cash the cheque it may be liable for any loss suffered by the true owner.

Crossing a cheque means drawing across the face of the cheque from top to bottom two parallel lines, with or without the words 'not negotiable' between them. A crossing may be added by you when you make out a cheque or by any person who obtains possession of your cheque.

(b) The meaning of 'not negotiable'

The words 'not negotiable' between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the person who obtains the cheque has the same rights as the person who transferred it to him or her.

For example, your cheque may be stolen and then passed on by the thief to another person. That person may then obtain payment of the cheque. In this example, if the cheque was crossed and marked 'not negotiable', the person from whom the cheque is stolen might recover the amount of the cheque from the person who obtains payment of the cheque, even though that person may not have done anything wrong.

(c) The meaning of 'account payee only'

These words on a cheque are a warning to a Financial Institution that the cheque should be paid only to the person named in the cheque as payee. If that Financial Institution credits a different person's account, it may be liable to the true owner, unless the Financial Institution acted in good faith and without negligence (for example, by making enquiries and receiving a reasonable explanation). The words 'account payee only' do not prevent the transfer of a cheque.

(d) The significance of deleting 'or bearer'

Cheques are generally printed with the words 'or bearer' appearing at the end of the line on which you put the name of the person to be paid (you will see this in your cheque book). The words 'or bearer' mean that (except in cases where the cheque is crossed and must therefore be collected by a Financial Institution) the Bank has authority to pay the cheque to any person in possession of the cheque, even if that person found it or stole it, unless the Bank has reason to suspect that the cheque might have fallen into the wrong hands.

If you wish to alter this by making the cheque an 'order' cheque, the simplest thing to do is to cross out the words 'or bearer' which are printed on the cheque. The words 'to the order of' may also be inserted before the name of the payee, but if this is done the words 'or bearer' must still be crossed out. If a cheque is an 'order' cheque then (except in cases where the cheque is crossed and must therefore be collected by a Financial Institution) the Bank should only pay it:

- (i) to the named payee; or
- (ii) to any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

## Part 9 – Terms and Conditions that apply to Cards (CASH Connect Account only)

### 51. Terms and Conditions of Cards

- 51.1 If you have an individual, joint or company account with 'one to sign' as your method of operation, you may apply to have a Card issued for your account. Issue of a Card is at the Bank's discretion. Call our Customer Relations team on 1800 731 812 for further details. For security, Cards will be sent to you or any Additional Cardholder by registered or normal post. You must sign your Card as soon as you receive it. A Card is not valid unless it contains your signature.
- 51.2 The first time you or an Additional Cardholder sign a Card or authorise a transaction on your CASH Connect Account (including by using a Card or drawing a cheque) or make a cash withdrawal at any Financial Institution, you or the Additional Cardholder will automatically be agreeing to these Terms and Conditions. These Terms and Conditions then apply to all transactions on the CASH Connect Account. If you do not agree with these Terms and Conditions, do not carry out, or permit an Additional Cardholder to carry out a transaction. Instead, return all Cards to the Bank (cut in half for your protection).
- 51.3 There is an expiry date on Cards and you must not use a Card after that date. The Bank may issue you, and any Additional Cardholder with a new Card with a later expiry date before the original Card expires unless you ask the Bank in writing not to do so.
- 51.4 You can use your Card at a Terminal to withdraw cash from your CASH Connect Account linked to your Card or, at EFTPOS Terminals, to purchase goods or services from a Merchant.
- 51.5 You may apply to have Additional Cardholders operate on your CASH Connect Account. Approval is at the Bank's discretion. If the Bank approves your Applications, then while the authority is in force, you are equally responsible and liable for all transactions carried out, and any debts incurred, by use of a Card on your CASH Connect Account by that person as you are when you use the Card yourself.
- 51.6 You should ensure that any person authorised to use a Card on your CASH Connect Account has read these Terms and Conditions and understands that they have the same obligations as you as set out in Part 9 of these Terms and Conditions.
- 51.7 The Bank owns any Card it issues. The Bank may cancel the Card at any time without notice, for any reason. You may cancel any Card, including the authority for another Additional Cardholder to operate on your CASH Connect Account. You can do this at any Branch. You must return any Cards as soon as the Bank asks you to do so or, if you cannot readily do so, you must take all reasonable steps to have them returned to the Bank. If you cannot return an additional Card to the Bank, you must give the Bank reasonable evidence that you have taken all reasonable steps to have the Card returned to it. You remain responsible for all transactions made with an additional Card until the Bank receives that additional Card or, if you cannot obtain the additional Card, until the latter of:
  - the date you ask the Bank to cancel the additional Card; or
  - when you have taken all reasonable steps to have the Card returned to the Bank.In any case, you remain liable for all transactions the Additional Cardholder makes prior to the date you are no longer responsible for transactions made with that Additional Cardholder's Card, even if the transactions are debited to your CASH Connect Account after that date.
- 51.8 For security reasons, the Bank may require identification to verify the identity of any cardholder if a Card is used to request a withdrawal from your CASH Connect Account.
- 51.9 The Bank has no liability to any cardholder if a Terminal or a Merchant does not accept a Card.
- 51.10 The Bank does not give any warranty for goods or services obtained from a Merchant by use of a Card. If you have any complaints about goods and services, you must take those complaints up with the Merchant.

- 51.11 Merchants or other Financial Institutions may impose restrictions on the use of a Card in addition to these Terms and Conditions.
- 51.12 The Bank may cancel any Card and suspend the operation of a CASH Connect Account, on which the Bank issued a Card to you or at your direction, at any time without notice for any reason. The Bank will notify you as soon as possible afterwards. Without limiting the reasons why the Bank may do so, this may happen if:
- (a) the Bank reasonably considers you induced it to issue you a Card by fraud; or
  - (b) the Bank believes the Card is being used in a way that may cause loss to you or the Bank.
- 51.13 You must not use your Card and you must return all Cards the Bank issued on your account (cut in half for your protection) immediately if:
- (a) the Bank closes your CASH Connect Account; or
  - (b) the Bank cancels the Cards; or
  - (c) the Bank requests you to do so.
- 51.14 If an Additional Cardholder dies, you agree to return the Card the Bank issued to him or her, without delay, even if the Bank does not ask for the Card to be returned.
- 52. Use of your VISA Debit Card overseas**
- 52.1 When you use your VISA Debit Card for foreign currency transactions on your CASH Connect Account, the transaction is converted into Australian dollars by VISA International at the conversion rate or rates VISA International applies at the date it processes the transaction. VISA International may convert a foreign currency transaction into US dollars prior to converting it into Australian dollars. Fees apply to each foreign currency transaction made with a VISA Debit Card on your CASH Connect Account. Please refer to the Cash Account Flyer.
- 52.2 The foreign currency conversion fees will be shown on your Cash Account statement separately to the transaction amount.
- 52.3 All transactions are listed on your statement in the currency of the transaction and the Australian dollar equivalent.
- 52.4 A VISA Debit Card is not available to persons under 18 years of age or for trust, superannuation fund or approved deposit fund accounts.
- 52.5 You must be a permanent Australian resident to have a VISA Debit Card.
- 53. Security of your Card and PIN**
- 53.1 The security of your Card and PIN is very important as it is comparable to your signature on a cheque. You must make every effort to see that your Card and any record of your PIN are not misused, lost or stolen.
- If you fail to ensure the security of your PIN your liability is determined under clause 54.
- 53.2 Your obligations – you must:
- (a) sign your Card as soon as you receive it;
  - (b) not record your PIN on your Card or on any article normally carried with your Card and which is liable to loss or theft with your Card;
  - (c) not permit any other person to use your Card;
  - (d) not disclose your PIN or make it 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 PIN being entered in a Terminal.
- 53.3 The Bank gives you the additional convenience and security of being able to personally select your own PIN (which may be a word or number). The Bank strongly advises you to select a PIN that you can remember without needing to make a written record of it or anything which reminds you of it.
- 53.4 If you require a memory aid to recall your PIN you may make such a record provided the record is reasonably disguised. However, the Bank does not consider that the following examples provide a reasonable disguise, and you agree:
- (a) not to record your disguised PIN on your Card;
  - (b) not to disguise your PIN by reversing the number sequence;
  - (c) not to describe your disguised record as a 'PIN record' or similar;
  - (d) not to disguise your PIN using alphabetical characters or numbers:  
A=1, B=2, C=3 etc.;
  - (e) not to select or disguise your PIN 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; or
    - (vi) licence numbers; and
  - (f) not to store your PIN in any low security electronic device of any kind, such as (but not limited to):
    - (i) calculators;
    - (ii) personal computers; and
    - (iii) electronic organisers.
- 53.5 There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your PIN. You must exercise extreme care if you decide to record a memory aid for your PIN.
- 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 in clause 53.
- If you lose your Card or your PIN is revealed or you suspect unauthorised transactions**
- 53.6 You must tell the Bank as soon as possible if your Card is lost or stolen, or you suspect that your PIN is known to someone else or you suspect that unauthorised transactions have been made.
- 53.7 You may notify the Bank by telephoning its 24 hour hotline on 1800 028 208.
- 53.8 If you do not notify the Bank you may be liable for unauthorised use – see clause 54.
- 53.9 You will need to give the Bank all relevant information you may have, so that the Bank can suspend Card access to your CASH Connect Account. You must confirm in writing any notice you give the Bank by telephone. Failure to do so will not affect your liability for unauthorised transactions. However, it will help the Bank to effectively deal with your report.
- 53.10 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.
- 53.11 If you are unable to report to the Bank because its facilities are unavailable, you are not liable for any unauthorised transaction which could have been prevented if you had been able to tell the Bank. However, you must tell the Bank within a reasonable time after its facilities become available again. If a Card which has been reported lost or stolen is recovered, it must not be used again. Cut it in half for your protection and return it to the Bank.



#### 54. Liability for unauthorised transactions

54.1 You are not liable for unauthorised EFT transactions by use of a Card or Card and PIN if it is clear you did not contribute to losses resulting from those transactions.

Otherwise your liability for unauthorised EFT transactions where a PIN was required will normally be limited to the smallest of:

- (a) \$150; or
- (b) the balance of your CASH Connect Account, on which the unauthorised transactions were made and to which you have access, by use of a Card and PIN, including any agreed line of credit; or
- (c) the actual loss incurred before you notify us under clause 53.6 (excluding that portion of the loss on any one day which exceeds any applicable daily transaction limit).

In some circumstances you may be liable for a greater amount of unauthorised transactions by use of a Card and PIN. Please refer to clauses 54.3, 54.5 and 54.8 for details of those circumstances.

54.2 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 of Merchants who are linked to the electronic funds transfer system or of their agents or employees; or
- (b) unauthorised EFT transactions by use of a Card or Card and PIN which occur after you have given the Bank notice as required by clause 53.6;
- (c) unauthorised EFT transactions by use of a Card or Card and PIN incurred before you receive your Card and PIN;
- (d) unauthorised transactions made with a Card or PIN that is forged, faulty, expired or cancelled;
- (e) the same transaction being incorrectly debited more than once to your CASH Connect Account; or
- (f) unauthorised EFT transactions that can be made using an Identifier without a Card or PIN; or
- (g) unauthorised EFT transactions that can be made using a Card and not a PIN, provided you did not unreasonably delay in reporting the loss or theft of the Card.

##### When you will be liable

54.3 You will be liable for actual losses resulting from unauthorised EFT transactions by use of a Card or Card and PIN if you have contributed to the unauthorised use because you:

- (a) engaged in fraud; or
- (b) voluntarily disclosed your PIN to anyone, including a family member or friend; or
- (c) indicated your PIN on your Card; or
- (d) kept a record of your PIN (without making any reasonable attempt to protect the security of the PIN) with any article carried with your Card or liable to loss or theft simultaneously with your Card; or
- (e) selected a PIN 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 PIN and warned of the consequences of doing so; or
- (f) left a card in an ATM (provided the ATM incorporates reasonable safety standards to mitigate the use of a Card being left in an ATM); or
- (g) acted with extreme carelessness in failing to protect the security of your PIN.

54.4 Your liability under clause 54.3 will not exceed the smallest of:

- (a) the actual loss incurred up to the time the Bank is notified of the loss or theft of your Card and/or PIN or the time the Bank is notified of the existence of unauthorised transactions; or
- (b) the funds available in your CASH Connect 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.

54.5 You will be liable for unauthorised EFT transactions if you have contributed to the unauthorised transaction because you unreasonably delayed in notifying the Bank that:

- (a) your Card has been lost, stolen or misused; or
- (b) your PIN has become known to someone else.

54.6 You will be liable for any losses directly attributed to the delay that were incurred before notification referred to in clause 54.5 where those losses 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 the Bank was actually notified; or
- (b) the funds available in your CASH Connect Account; or
- (c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurred.

54.7 Your liability for losses from unauthorised transactions will not exceed the amount of the loss that would result after the exercise of any claim or other right the Bank has under the rules of the Card scheme against any other party to the Card scheme (whether or not that claim or other right is actually exercised). Refer also to clauses 20.4 and 20.5 in this context.

You will not be liable under clause 54.3 or 54.5 for losses incurred on any accounts which we had not agreed could be accessed using your Card and/or PIN. Your liability under clause 54.3 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 54.3.

No transaction carried out by you, a person authorised by you or another person with your knowledge and consent can be an unauthorised transaction.

54.8 Liability for unauthorised transactions by use of a Card and PIN without a signature are subject to the ePayments Code and are covered by clauses 54.1 to 54.7. Liability for unauthorised transactions conducted by the use of a Card that require a manual signature are not subject to the ePayments Code and are covered by this clause 54.8.

Clauses 53.6 to 53.11 set out your obligations if your Card is lost, stolen or misused, or if your PIN is revealed. Clauses 53.1 to 53.5 set out your obligations for maintaining the security of your Card and PIN. Please read clauses 53.1 to 53.11 carefully.

If you do not meet the obligations in clauses 53.1 to 53.5, you are liable for any unauthorised transactions conducted by use of a Card and that required a manual signature. Also, you are liable for any unauthorised transactions conducted by use of a Card and that required a manual signature, made prior to you notifying the Bank that your Card was lost or stolen.

You are not liable for losses caused by:

- (a) unauthorised transactions which occur after you have given the Bank notice as required by clause 53; or
- (b) unauthorised transactions incurred before you receive your Card; or
- (c) the same transaction being incorrectly debited more than once to your CASH Connect Account.



## **55. Using a Terminal**

- 55.1 When you use a Card and PIN at a Terminal, you authorise the Bank to act on the instructions entered into the Terminal. When you use your Card at a Contactless terminal, you authorise the transaction is correct. There may be short periods when transactions will not be available when the Bank is maintaining its system. If it is not possible to carry out the instructions you give a Terminal using your Card, the transaction will not be accepted.
- 55.2 A Card may be deactivated or retained in a Terminal if you enter an incorrect PIN three times during the one day at any combination of Terminals.
- 55.3 Money is at your risk when it becomes visible or available to you at a Terminal.
- 55.4 A transaction made at a Terminal is processed as soon as practicable after the transaction. This is not necessarily the same day as the transaction.
- 55.5 You elect not to require a receipt to be issued at a Terminal which identifies which one of you, or an Additional Cardholder, has used the account.
- 55.6 Transaction limits apply to the use of a Card to make a Contactless transaction at a Contactless terminal. We will notify you of any such limit if your Card is capable of making a Contactless transaction.

## **56. Withdrawal limits**

- 56.1 The maximum amount of cash you can obtain with the Card and PIN through ATMs and EFTPOS on any one day is \$1,000. The Bank will tell you in writing if it changes this limit.  
The Bank emphasises that any cash you obtain through EFTPOS makes up a part of your daily cash limit.
- 56.2 The maximum amount of value you can obtain with your Card and PIN for purchases of goods or services through EFTPOS on any one day is \$10,000 or such other amount as the Bank determines from time to time.  
The Bank may change these limits at any time. If it does so, the Bank will give you notice in accordance with clause 3.
- 56.3 If you are using one of the Bank's ATMs, the minimum withdrawal of cash in any transaction is \$20 (subject to note denominations available).
- 56.4 When an other bank ATM is used, the maximum and minimum withdrawals are determined according to the relevant Financial Institution and additional fees for each transaction may be incurred by you. The Bank does not accept any responsibility for an operator of an other bank ATM imposing restrictions or conditions on the use of an ATM.
- 56.5 For the purpose of this clause 56, each day ends at 12 midnight in Sydney, New South Wales.

## **57. Deposits at St.George Bank or BankSA ATMs**

You are not able to make deposits into your CASH Connect Account at any ATM.

## **58. Banking Services and the Code of Banking Practice**

There is a booklet called 'Corporate and Business Accounts and Payment Services Terms and Conditions – General Information' which is available on request from certain Branches.

This booklet contains all types of information about Banking Services and the Code of Banking Practice, such as combining accounts, bank cheques, confidentiality and complaint handling procedure, the advisability of notifying the Bank if you are in financial difficulty and the advisability of you reading the Terms and Conditions of any Banking Service the Bank offers you.

# 8.

## Glossary

**'Access Method'** means a method the Bank authorises you to use to instruct it through Electronic Equipment to debit or credit your Cash Account. It comprises the use of one or more components including a Card, Card number, PIN, Password, Internet and Phone Banking access number or Internet Banking Password or combinations of these.

If you have a CASH Connect Account, it may also comprise the use of a Card, Card number and PIN. It does not include a method requiring your manual signature as the main way in which the Bank ensures you gave it an instruction.

**'account'** means your eCASH Account or your CASH Connect Account, depending on the option you have chosen.

**'Additional Cardholder'** means any person to whom a Card has been issued at your request under clause 51.5 of the 'Terms and Conditions'.

**'AdviserNET'** means the online transaction facility provided by us that your financial adviser uses to submit instructions concerning your Cash Account and Investment Account (if applicable) to us.

**'another bank ATM'** includes any non-St.George, non-BankSA or non-Westpac branded ATM.

**'Application'** means an application to open a Cash Account, which (if your Cash Account is linked to an Investment Account) forms part of the Application to open an Investment Account.

**'Asgard'** means Asgard Capital Management Ltd ABN 92 009 279 592.

**'Asset'** means financial products purchased through your eWRAP – Investment Account (if applicable).

**'at risk transaction'** means an Internet Banking transaction or request identified by the Bank as requiring further authentication by Secure Code Service to complete that transaction.

**'ATM'** means an automated teller machine owned by the Bank or someone else.

**'Bank'** or **'St.George'** means St.George Bank – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714.

**'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 your account or Payment Service to which this PDS applies.

**'BPAY'** means BPAY Pty Ltd ABN 69 079 137 518 of Level 6, 1 York Street, Sydney NSW 2000, telephone (02) 8252 0500.

**'BPAY Payment'** means a payment described in clause 34.2 of the 'Terms and Conditions'.

**'BPAY Scheme'** means the scheme described in Part 5 of the 'Terms and Conditions'.

**'BPAY View'** means the electronic method of accessing bills or statements described in clause 34.3 of the 'Terms and Conditions'.

**'Branch'** means any St.George Bank or BankSA Branch and any St.George Bank or BankSA Branch agency. A Branch agency is a St.George Bank agency or BankSA agency at which deposits and withdrawals can be made.

**'Business Day'** means a day the Bank is open for business, but does not include Saturday, Sunday or any public holiday.

**'Card'** means any authorised card issued by the Bank for a CASH Connect Account and includes a VISA Debit Card that can be used to access a CASH Connect Account through an ATM.

**'Cardlink Services Limited'** means Cardlink Services Limited ABN 60 003 311 644 of Cnr Park Road and South Parade, Auburn NSW 2144, telephone (02) 9646 9222.

**'Cash Account'** means an eCASH Account or CASH Connect Account.

**‘Cash Account Flyer’** means the current Cash Account Flyer setting out the fees and charges and interest rates relating to the eCASH Account, Cash Account and Payment Services.

**‘CASH Connect Account’** means a cash management account with St.George which has cheque book and branch facilities and may also provide access to Internet and Phone Banking and debit card facilities (under certain conditions).

**‘Client Number’** means the number assigned by us to your account.

**‘Code’** means a PIN, Internet Banking Password, Password, Internet and Phone Banking Security Number 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.

**‘Contactless terminal’** means a Terminal which can be used to make a Contactless transaction.

**‘Contactless transaction’** means a purchase transaction made by holding your Card (which is capable of making a Contactless transaction), in front of a Contactless terminal and without having to insert or swipe it.

**‘Debit Balance’** means your Cash Account is overdrawn and you owe the Bank money.

**‘Device’** means an article we give you to perform EFT Transactions.

**‘Document’** includes any electronic document, website or web page and any Application.

**‘eCASH Account’** means an investment Cash Account with St.George which is accessed by Internet and Phone Banking.

**‘EFT Account’** means an account designed and established for personal and domestic use, from or to which you can transfer funds through Electronic Equipment by use of an Access Method.

**‘EFTPOS’** means a point of sale electronic banking facility available at retail or wholesale outlets.

**‘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 through Electronic Equipment and not intended to be authenticated by comparing a manual signature with a specimen signature to debit or credit an EFT Account.

**‘Electronic Equipment’** includes a Terminal, computer, television, fax and telephone.

**‘eWRAP’** means ‘eWRAP – Investment’.

**‘Financial Institution’** means any Australian bank, building society or credit union.

**‘financial product’** means any managed investments, shares and cash products purchased through an Investment Account.

**‘GST’** means any tax imposed on the supply of any goods, services, real or personal property or 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 **‘includes’** means ‘including, but not limited to’ or ‘includes, without limitation’.

**‘Internet and Phone Banking’** means the Internet and Phone Banking service provided by St.George.

**‘Internet and Phone Banking Access Number’** or **‘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’** or **‘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.

**‘Investment Account’** means your eWRAP – Investment Account (if applicable).

**‘Investor Online’** means a facility providing continuous electronic access to information about your accounts.

**‘Mistaken internet payment’** means a payment, other than one using Bpay, by an individual through a “Pay Anyone” 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.

**‘Merchant’** means a supplier of goods or services purchased by use of a Card.

**‘Nominated Account’** means an Australian dollar denominated bank account with any bank or Financial Institution within Australia which is linked to your Cash Account for the purpose of deposits and withdrawals. Your Nominated Account must be held in the same name and capacity as your Cash Account.

**‘Overseas Cheques’** means cheques drawn on a foreign bank.

**‘Password’** means the Password or number used in conjunction with your Cash Account and which is not a PIN.

**‘payee account’** means an account, in addition to your Nominated Account, to which you can transfer funds from your Cash Account.

**‘payee payment’** includes:

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

**‘Payment Cut-Off Time’** means, with respect to a Bank Business Day, the time specified in clause 42 of the ‘Terms and Conditions’ for that day.

**‘Payment Service’** means Internet and Phone Banking and the BPAY Scheme. If you have a CASH Connect Account, it also means Card, cheque, periodical payment and direct debit.

**‘PDS’** means this Product Disclosure Statement for the eCASH Account, CASH Connect Account, and Payment Services.

**‘Phone Banking’** or **‘St.George Phone Banking’** means the telephone Banking Service provided by St.George.

**‘PIN’** means a personal identification number used in conjunction with a Card.

**‘related entity’** means a company owned by the Bank.

**‘Scheduled Payment’** means a BPAY Payment, a payee payment or a funds transfer you request the Bank to make at a later date.

**‘Secure Code’** means a randomly generated code that the Bank sends 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 the Bank’s method of Two Factor Authentication where the Bank sends you a Secure Code to authenticate at risk transactions performed by you using Internet Banking.

**‘Service Provider’**, **‘we’**, **‘us’** or **‘our’** means Asgard Capital Management Ltd ABN 92 009 279 592.

**‘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.
- This does not include a business that obtains the account or a Payment Service for use in connection with a business that does not meet the elements in (a) or (b) above.

**‘SMS’** means Short Message Service.

**‘Telegraphic Transfer’** means transferring funds overseas.

**‘Terminal’** means an electronic device (including an ATM, Contactless terminal, cash dispenser unit, point of sale Terminal or any other electronic funds transfer device) in which a Card may be used to operate on a CASH Connect Account, but does not include Internet and Phone Banking.

**‘Terms and Conditions’** means the terms and conditions set out in this PDS as amended, notated, replaced or updated.

**‘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 information sent by the Financial Institution to the customer’s physical device, eg an Australian mobile phone or an Australian landline phone.

**‘VISA Debit Card’** means a debit card that gives access to a CASH Connect Account through the EFT System and ATMs using the VISA network.

**‘Westpac’** means Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714.

**‘Westpac Group’** means Westpac and its related bodies corporate.

**‘you’** means the Cash Account holder in relation to the Cash Account and the user of a Payment Service in relation to a Payment Service.

9.

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# Supporting documentation checklist

(CASH Connect Account only)

If you choose a **CASH Connect Account**, we require the following, along with your completed Application and identification form (your account will not be opened until all documentation has been received). If you are not an Australian resident you may send us copies of the equivalent documentation for your country of residence. Each signatory must complete a reference from an acceptable referee (unless they have already been identified by St. George and have provided requested details on the application) and sign the signature card.



Account type	Signature card	Certificate of Registration of company <sup>1</sup>	Company search (current extract not older than one month) <sup>2</sup>	Registration of business name	Certified copy of trust deed <sup>3</sup>	Certificate of Registration of super fund	Reference from an acceptable Referee (S21) <sup>4</sup>
Personal	✓	X	X	X	X	X	✓
Joint	✓	X	X	X	X	X	✓
Company	✓	✓	✓	X	X	X	✓
Company trading under a registered business name	✓	✓	✓	✓	X	X	✓
Super fund/ADF with individual(s) as trustee	✓	X	X	X	✓	✓	✓
Super fund/ADF with company as trustee	✓	✓	✓	X	✓	✓	✓
Super fund/ADF with company trading under a registered business name as trustee	✓	✓	✓	✓	✓	✓	✓
Unit trust with individual(s) as trustee	✓	X	X	X	✓	X	✓
Unit trust with company as trustee	✓	✓	✓	X	✓	X	✓
Unit trust with company trading under a registered business name as trustee	✓	✓	✓	✓	✓	X	✓
Family trust with individual(s) as trustee	✓	X	X	X	✓	X	✓
Family trust with company as trustee	✓	✓	✓	X	✓	X	✓
Family trust with company trading under a registered business name as trustee	✓	✓	✓	✓	✓	X	✓

1 A Certificate of Registration was called a Certificate of Incorporation prior to 1991.

2 The ASIC website ([www.asic.gov.au](http://www.asic.gov.au)) contains links to information brokers – you can download name searches from their websites (fees may apply).

3 Rather than sending a certified copy of the whole trust deed, you can send a certified copy of the page(s) of the trust deed that shows all of the following:

- trust name;
- all trustee names (to a maximum of five trustees);
- all beneficiary names or class of beneficiary (for example, members of the superannuation fund);
- trust or trustee address; and
- all trustee signatures.

4 If you have already been identified by St.George, you don't need to complete a reference from an acceptable referee, providing:

- you are a signatory on a St.George or BankSA account that is currently open;
- you completed a 100 point check or reference from an acceptable referee for that account;
- you provide the name, BSB and account number of that account on your application; and
- the account is a CASH Connect, St.George or BankSA account (eCASH and Dragon Direct accounts are not acceptable).

# Asgard

**CUSTOMER RELATIONS TEAM**

1800 731 812

Phone Banking 13 33 22

Lost or stolen cards 1800 028 208

**ISSUED BY**

St.George Bank – A Division of Westpac Banking Corporation

ABN 33 007 457 141

AFSL 233714

**ADMINISTRATOR**

Asgard Capital Management Ltd

ABN 92 009 279 592

AFSL 240695

**CORRESPONDENCE**

Asgard

PO Box 7490

Cloisters Square WA 6850

## CASH ACCOUNT

### APPLICATION BOOKLET

ISSUE DATE: 18 January 2016



# eCASH and CASH Connect



**Asgard**





# How to proceed

## Are you opening a Cash Account as part of an Investment Account or linking an existing Cash Account to an Investment Account?

- If **yes**, then you only need to complete the Investment Account application, not the Cash Account application.
- If **no**, then you are opening a stand-alone Cash Account, and you need to complete each relevant section of the Cash Account application.

You will need to complete an identification form before opening a Cash Account. Your financial adviser will be able to help you complete this with your application.

## 1. Existing account details

If you have an existing account that is in **exactly the same name** as the name this account will be in, complete this section. If you complete this section, your existing account details will be applied to this account, and you don't need to complete Section 2, 'New account details'.

## 2. New account details

Provide all details requested.

### Partnerships

We are unable to set up partnership accounts; however, you may be able to apply as a joint or company applicant.

### Trusts

- If you have a trust deed, choose 'Trust' as the account type and enter the names of the trustees in the spaces provided. The account name should reflect the actual name of the Trust as per the Trust Deed. We are unable to accept trusts that have more than five trustees.

- If you are establishing an account in trust for another person and don't have a trust deed, choose 'Individual' as the account type and enter your name as 'Applicant 1' and 'your name ATF other name' as the account name.

## 3. TFN/ABN

If you choose to provide your Tax File Number (TFN) or Australian Business Number (ABN), you will need to provide:

- your full name, and
- your TFN/ABN or, if you are exempt from having to provide a TFN/ABN, the exemption code identifying the reason.

If you are a pensioner, you will need to advise the pension exemption code (if known). If you are a trust, you should supply the TFN/ABN of the trust.

If you are an organisation not required to lodge a tax return, you will need to quote the code 'NL'.

You are not obliged to provide your TFN or ABN, but if you do not and you are not exempt, tax may be deducted at the top marginal rate, plus Medicare levy, from any interest income on your Cash Account. If you have a joint account, this will also apply should either applicant not provide a TFN if that applicant is not exempt. Any TFN withholding tax deducted will be remitted to the Australian Taxation Office.

#### 4. Residency details

Provide all residency details. If you are not an Australian resident for tax purposes, you must include your country of residency. **A joint account is a non-resident account if at least one applicant is a non-resident.**

#### 5. Account password

Please provide an initial account password that will be used to identify you when you make enquiries about your account, and a password prompt to help us remind you of your password if you forget it. **For security purposes you should change your account password and prompt on Investor Online once you have received your logon details from us.**

#### 6. Cash Account

Select your Cash Account option.

If you choose a CASH Connect Account, each signatory must sign the **signature card** included in the application booklet.

Each signatory must also complete **a reference from an acceptable referee** (included in this application booklet) or provide details of a current St.George or BankSA account for which they have already been identified (see the 'Supporting document checklist' in the Cash Account Product Disclosure Statement (PDS) for the rules that apply in this case).

You may also need to send copies of supporting documentation to us with your application. The 'Supporting documentation checklist' on page 40 of the Cash Account PDS details the requirements.

If there is more than one signatory, indicate the **method of operation** that applies to CASH Connect Account transactions initiated by you.

- **'one to sign'** – one person can initiate withdrawals and CASH Connect Account amendments.
- **'two to sign'** – two people must initiate any withdrawals or CASH Connect Account amendments. If you choose this option, you cannot have card access and you will not be given access to Internet and Phone Banking.

If you have a personal, joint or company account with 'one to sign', indicate whether you want **card access**. Trust, partnership and superannuation fund/approved deposit fund accounts cannot have card access.

#### 7. Internet and Phone Banking

If you have an existing eCASH or CASH Connect Account under the same client number and in **exactly the same name** as the name this account will be in and would like to access this account through Internet and Phone Banking with your existing Internet and Phone Banking access number and security number, provide the details of your existing Cash Account in this section.

If you choose this option, you won't be sent a new Internet and Phone Banking access number or security number for this Cash Account. You will use your existing Internet and Phone Banking access number and security number to access this Cash Account.

#### 8. Nominated account

This section must be completed. Your nominated bank account will be linked to your Cash Account to facilitate cash transfers.

#### 9. External linked accounts

Provide the details of other Financial Institution accounts (in addition to your nominated account) that you would like your financial adviser to be able to transfer funds to using AdviserNET. (If you want to be able to transfer funds to these accounts using Internet and Phone Banking, you will need to logon to Internet Banking and set them up as payee accounts.)

#### 10. Authority to transfer cash

You can give your financial adviser authority to transfer cash from your Cash Account to your nominated account, any external linked accounts and any other Cash Accounts held under the same client number, using AdviserNET. This means your financial adviser can initiate one-off or regular cash transfers without you needing to sign each instruction prior to your financial adviser electronically submitting it to us.

If you don't give an authority to transfer cash, you will need to sign each instruction for one-off or regular cash transfers before it is submitted by your financial adviser.

#### 11. Regular direct debit deposits

If you wish to make regular direct debit deposits from a Financial Institution account into your Cash Account, please complete this section. You must specify the amount you wish to deposit and the frequency of the required deposit.

You must also complete the direct debit request in the application booklet and forward the original with your application. You can only have one direct debit request for each Cash Account. Therefore, if you also want to make an initial deposit by direct debit, it must come from the same Financial Institution account.

Sections 12 and 13 are to be completed by your financial adviser after you have negotiated the establishment fee. The agreed fee and the applicable GST amount will be deducted from your Cash Account.

## **Adviser remuneration/fees**

**Sections 12 to 13 set out amounts which you consent to Asgard deducting and paying from your Account to your financial adviser (or to their dealer group on their behalf) whose details are set out in section 15 of this application, or as notified to Asgard from time to time in writing. The fees are payable for financial advice and related services that they provide to you in relation to your interest in this product.**

### **12. Establishment fee**

If an establishment fee will be charged, indicate the amount (excluding GST) which will be deducted from your initial deposit into your Cash Account.

### **13. Monthly adviser fee**

Your financial adviser may charge a monthly adviser fee. Indicate the amount (excluding GST) which will be deducted from your Cash Account each month.

### **14. Initial deposit**

Enter the amount of your initial deposit into your Cash Account. Please note that depositing funds electronically may be more efficient than depositing a cheque. If you would prefer to deposit initially by cheque, make your cheque(s) payable to the name of your Cash Account (for example, John Smith Pty Ltd) and cross it 'Not negotiable'. If you would like us to arrange a direct debit deposit on your behalf, please complete the direct debit request.

### **15. Adviser details**

Your financial adviser will complete this section.

### **16. Certification of US Tax Status**

We are required to identify certain US persons in order to meet account information reporting requirements under local and international laws. If you meet the criteria outlined in this section, you will need to contact us on 1300 725 863.

## **17. Acknowledgement**

First read the Cash Account PDS carefully, make sure you fully understand all the terms and conditions, and then sign the application.

The application must be signed personally by all applicants. If the applicant is a company, the application must be executed in accordance with the company's constitution.

Applications may be signed or executed by individuals or companies under Power of Attorney. Where the applicant signs under Power of Attorney, a certified copy of the relevant Power of Attorney must be enclosed with the application. Your Power of Attorney can be certified by a Justice of the Peace, a Commissioner for Declarations or your solicitor.

### **Where to send completed forms**

Your completed application should be forwarded to your financial adviser to submit to us.

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# Asgard

Instructions on how to complete this application are on the first three pages of this application booklet. Before completing, please read carefully the 'Privacy statement' on page 19 of the Cash Account PDS. It sets out information you should know about how we and St.George handle personal information about you.

**IF YOUR CASH ACCOUNT WILL BE LINKED TO AN INVESTMENT ACCOUNT, DO NOT COMPLETE THIS APPLICATION. YOU ONLY NEED TO COMPLETE THE INVESTMENT ACCOUNT APPLICATION.**

### Note

- Make cheques payable to the name of your account (for example, John Smith Pty Ltd) and cross them 'Not negotiable'.
- We cannot accept faxes or photocopies of this application.

## Account/Client number

-  -

[illegible]

## 2. New account details

**Account type (tick one):** ☐ Individual ☐ Joint tenants ☐ Company  
☐ Trust (must have a trust deed or will (for testamentary trusts)) ☐ Super fund/ADF

Please note that we are unable to accept trust applications where there are more than five trustees.

## Title

Surname

[illegible]

Given names

[illegible]

If you are known by any other name(s), please list them below (if you have more than four, please attach a separate list)

- [illegible]

Date of birth (personal/joint applications only)

Gender ☐ Male ☐ Female



## 2. New account details (continued)

### Source of funds (mandatory for applicants except for those applying for Company, Trust or Super fund/ADF account types – for AML/CTF purposes)

What is the source of your funds to be deposited into this account? Select all options that apply. At least one option must be selected.

<input type="checkbox"/> Bonus	<input type="checkbox"/> Inheritance	<input type="checkbox"/> Salary/Wages	<input type="checkbox"/> Other (list below)
<input type="checkbox"/> Business income/earnings	<input type="checkbox"/> Insurance payment	<input type="checkbox"/> Sale of assets	
<input type="checkbox"/> Commission	<input type="checkbox"/> Investment income/earnings	<input type="checkbox"/> Superannuation/ Pension	
<input type="checkbox"/> Compensation payment	<input type="checkbox"/> Loan	<input type="checkbox"/> Tax refund	
<input type="checkbox"/> Gift/Donation	<input type="checkbox"/> Redundancy	<input type="checkbox"/> Windfall	
<input type="checkbox"/> Government benefits	<input type="checkbox"/> Rental income		

### Source of wealth (mandatory for applicants except for those applying for Company, Trust or Super fund/ADF account types – for AML/CTF purposes)

What is the source of your accumulated net worth? Select all options that apply. At least one option must be selected.

<input type="checkbox"/> Business income/earnings	<input type="checkbox"/> Inheritance	<input type="checkbox"/> Rental income	<input type="checkbox"/> Other (list below)
<input type="checkbox"/> Compensation payment	<input type="checkbox"/> Insurance payment	<input type="checkbox"/> Sale of assets	
<input type="checkbox"/> Employment income/earnings	<input type="checkbox"/> Investment income/earnings	<input type="checkbox"/> Superannuation/ Pension	
<input type="checkbox"/> Gift/Donation	<input type="checkbox"/> Owns real estate/property	<input type="checkbox"/> Windfall	
<input type="checkbox"/> Government benefits	<input type="checkbox"/> Redundancy		

### Applicant 2/Trustee 2

Title	Surname
<input type="text"/>	<input type="text"/>

Given names

If you are known by any other name(s), please list them below (if you have more than four, please attach a separate list)

1.	<input type="text"/>
2.	<input type="text"/>
3.	<input type="text"/>
4.	<input type="text"/>

Date of birth (personal/joint applications only)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Gender	<input type="checkbox"/> Male	<input type="checkbox"/> Female
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### Source of funds (mandatory for applicants except for those applying for Company, Trust or Super fund/ADF account types – for AML/CTF purposes)

What is the source of your funds to be deposited into this account? Select all options that apply. At least one option must be selected.

<input type="checkbox"/> Bonus	<input type="checkbox"/> Inheritance	<input type="checkbox"/> Salary/Wages	<input type="checkbox"/> Other (list below)
<input type="checkbox"/> Business income/earnings	<input type="checkbox"/> Insurance payment	<input type="checkbox"/> Sale of assets	
<input type="checkbox"/> Commission	<input type="checkbox"/> Investment income/earnings	<input type="checkbox"/> Superannuation/ Pension	
<input type="checkbox"/> Compensation payment	<input type="checkbox"/> Loan	<input type="checkbox"/> Tax refund	
<input type="checkbox"/> Gift/Donation	<input type="checkbox"/> Redundancy	<input type="checkbox"/> Windfall	
<input type="checkbox"/> Government benefits	<input type="checkbox"/> Rental income		

### Source of wealth (mandatory for applicants except for those applying for Company, Trust or Super fund/ADF account types – for AML/CTF purposes)

What is the source of your accumulated net worth? Select all options that apply. At least one option must be selected.

<input type="checkbox"/> Business income/earnings	<input type="checkbox"/> Inheritance	<input type="checkbox"/> Rental income	<input type="checkbox"/> Other (list below)
<input type="checkbox"/> Compensation payment	<input type="checkbox"/> Insurance payment	<input type="checkbox"/> Sale of assets	
<input type="checkbox"/> Employment income/earnings	<input type="checkbox"/> Investment income/earnings	<input type="checkbox"/> Superannuation/ Pension	
<input type="checkbox"/> Gift/Donation	<input type="checkbox"/> Owns real estate/property	<input type="checkbox"/> Windfall	
<input type="checkbox"/> Government benefits	<input type="checkbox"/> Redundancy		



## 2. New account details (continued)

### Trustee 3

Title

Surname

Given names

If you are known by any other name(s), please list them below (if you have more than four, please attach a separate list)

1.
2.
3.
4.

### Trustee 4

Title

Surname

Given names

If you are known by any other name(s), please list them below (if you have more than four, please attach a separate list)

1.
2.
3.
4.

### Applicant/Trustee details for Company, Trust or Super Fund/ADF accounts

Corporate trustee name (for Trust or Super fund/ADF accounts)

### AND/OR

Account name – name of super fund/ADF, trust or company (also provide contact person name below)

Alternate business/trading name(s) (if any) (if you have more than four, please attach a separate list)

1.
2.
3.
4.

Contact person

Position/Title

Contact details (a residential address must be supplied)

Residential address

  
 State  Postcode 

## 2. New account details (continued)

Postal address (only complete if your postal address is different from your residential address)

																				State				Postcode			
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	-------	--	--	--	----------	--	--	--

Phone (Business)

Facsimile

Email (mandatory)

## Source of funds for the Company/Trust/Super fund/ADF (mandatory for AML/CTF purposes)

What is the source of the funds to be deposited into this account? Select all options that apply. At least one option must be selected.

- 

## Source of wealth for the Company/Trust/Super fund/ADF (mandatory for AML/CTF purposes)

What is the source of the accumulated net worth? Select all options that apply. At least one option must be selected.

- 

### 3. Tax File Number (TFN)/Australian Business Number (ABN)

## Individual/joint applications

Joint applicants should provide a TFN/ABN for each applicant. Only joint applicants registered as a single business entity should supply a single ABN.

## Applicant 1

-  -  OR

## Applicant 2

-- OR

Companies/trusts/super funds/ADFs (enter company/trust/super fund/ADF TFN/ABN)

Trust applications should provide the TFN/ABN of the trust.

-  -  OR





#### 4. Residency details

☐ Yes ➡ Go to section 5 OR ☐ No (complete the rest of this section)

**Applicant 1**

[illegible]

☐ **Yes** Date you became a non resident

☐ No

## Applicant 2

[illegible]

☐ Yes Date you became a non resident

☐ No

Super fund/ADF/trust/company

[illegible]

## 5. Account password

Please provide a password that will be used to identify you when you make enquiries about your account, and a password prompt to help us remind you of your password if you forget it. **For security purposes, you should change your password and prompt on Investor Online once you have received your logon details from us.**

[illegible]

## 6. Cash Account

Indicate your choice of Cash Account.

**eCASH Account ➡ Go to section 7      OR      CASH Connect Account (complete the rest of this section)**

Complete the details overleaf and ensure each signatory signs the **signature card** and completes **a reference from an acceptable referee** or provides details of a current St.George or BankSA account for which they have already been identified (see the **supporting documentation checklist** in the Cash Account PDS for the rules that apply in this case). You may also need to send copies of supporting documentation to us with your application. The **supporting documentation checklist** on page 40 of the Cash Account PDS details the requirements.

**Signatories** – provide the details of each signatory overleaf, including any current CASH Connect, St.George Bank or BankSA Account for which they have already been identified. **Each signatory must sign the signature card**, regardless of whether they have already been identified.

**Signatory 1/Applicant 1**

Name

[illegible]

If signatory is known by any other name(s), please list them below (if more than two, please attach a separate list)

[illegible][illegible]

Provided ID for existing CASH Connect/St.George/BankSA Account?

☐ Yes Bank account name

BSB number                      Bank account number

☐ No**Signatory 2/Applicant 2**

Name

[illegible]

If signatory is known by any other name(s), please list them below (if more than two, please attach a separate list)

[illegible][illegible]

Provided ID for existing CASH Connect/St.George/BankSA Account?

☐ Yes Bank account name

[illegible]☐ No

## 6. Cash Account (continued)

### Signatory 3

Name

If signatory is known by any other name(s), please list them below (if more than two, please attach a separate list)

1.

2.

Provided ID for existing CASH Connect/St.George/BankSA Account?

☐ Yes

Bank account name

BSB number

 - 

Bank account number

☐ No

### Signatory 4

Name

If signatory is known by any other name(s), please list them below (if more than two, please attach a separate list)

1.

2.

Provided ID for existing CASH Connect/St.George/BankSA Account?

☐ Yes

Bank account name

BSB number

 - 

Bank account number

☐ No

### Method of operation

If there is more than one signatory on your account, you must choose either one or two to sign for CASH Connect Account transactions:

☐ one to sign

OR

☐ two to sign

### Card access

Indicate if you wish to have a VISA Debit Card (available to personal, joint or company accounts with 'one to sign' only). Card holders **must be** signatories.

#### Personal and joint accounts

Applicant 1 ☐ Yes ☐ No

Applicant 2 ☐ Yes ☐ No

#### Company accounts

Signatory 1 ☐ Yes ☐ No

Signatory 2 ☐ Yes ☐ No

Signatory 3 ☐ Yes ☐ No

Signatory 4 ☐ Yes ☐ No



## 7. Internet and Phone Banking

If you have an existing eCASH or CASH Connect Account in **exactly the same name** as the name this account will be in, and under the same client number, and you would like to access information on this account from Internet and Phone Banking using the same Internet and Phone Banking access number and security number, provide the details of your existing Cash Account in this section.

Bank account name

BSB number

 - 

Bank account number

## 8. Nominated account

Name(s) bank account is held in

BSB number

 - 

Bank account number

Financial institution name and branch name

 State  Postcode 

**Please note:** The Nominated Account must be held in the same name as the Cash account (as set out in Section 1 or 2), in the name of one of the joint investors or, if it's a joint account, one of the bank account holders is also the Cash account holder.

## 9. External linked bank accounts

Provide details of external linked accounts you want your financial adviser to be able to transfer cash to using AdviserNET.

### External linked bank account 1

Bank account name (name the bank account is held in)

BSB number

 - 

Bank account number

Bank account 'nickname'\*

### External linked bank account 2

Bank account name (name the bank account is held in)

BSB number

 - 

Bank account number

Bank account 'nickname'\*

### External linked bank account 3

Bank account name (name the bank account is held in)

BSB number

 - 

Bank account number

Bank account 'nickname'\*

\* A 'nickname' is the name used to refer to an external linked bank account on AdviserNET to help your financial adviser identify the account, for example 'holiday account' or 'Fred's account'.



DEC | X | AS x 1682



## 10. Authority to transfer cash

Do you wish to give your financial adviser authority to transfer cash from your Cash Account to your nominated account, external linked accounts and any other Cash Accounts held under the same client number?

☐ **Yes, my/our financial adviser is granted authority to transfer cash to my/our nominated account, external linked accounts and other Cash Accounts under my/our client number.**

I/We authorise my/our financial adviser to give, and Asgard to accept, instructions to effect the transfer of money from my/our Cash Account to my/our nominated account, external linked accounts and other Cash Accounts under my/our client number as above on my/our behalf as if they had been given by me/us.

This authority does not in any way limit Asgard's authority to operate your Cash Account under the terms and conditions governing your Cash Account.

OR

☐ **No, my/our financial adviser is not granted authority to transfer cash to my/our nominated account, external linked accounts and other Cash Accounts under my/our client number.**

If you select this option, you will be required to sign instructions to transfer money from your Cash Account prior to your financial adviser electronically submitting them to Asgard.

## 11. Regular direct debit deposits

Set up my regular deposits via direct debit as follows.

My regular deposit will be \$       ☒ ☒ commencing on

and the frequency will be ☐ monthly ☐ quarterly ☐ half-yearly ☐ annually

**Complete the direct debit request in this application booklet.** Note: If you have a regular direct debit deposit and a direct debit for your initial deposit, they must come from the same Financial Institution account, as you can only have one direct debit request at a given time.

## 12. Establishment fee

Your financial adviser may charge an establishment fee amount. Indicate the amount (**excluding GST**) which will be deducted from your initial deposit into your Cash Account.

**Establishment fee\*:** \$       ☒ ☒ (This fee will only be deducted once.)

Note: The above adviser fee option is for financial advice and related services provided by your financial adviser in relation to your account.

\* If you do not nominate a fee, the default will be \$0.00

## 13. Ongoing adviser fee

Your financial adviser may charge a monthly adviser fee. Indicate the amount (**excluding GST**) which will be deducted each month from your Cash Account.

**Flat percentage fee** of    % per annum (maximum 5%)

Note: The above adviser fee option is for financial advice and related services provided by your financial adviser in relation to your account.

## 14. Initial deposit

Indicate the amount of your initial deposit into your Cash Account.

☐ I will be depositing electronically \$        ☒ ☒

AND/OR

☐ A cheque for \$        ☒ ☒ is attached.

Cross cheques 'Not negotiable' and make them payable to the name of your account (**for example, John Smith Pty Ltd**).

AND/OR

☐ Please deposit by direct debit \$        ☒ ☒ . **Complete the direct debit request.**



15. Adviser details (Your financial adviser will complete this section.)

Adviser company

Adviser name

Adviser phone

Adviser code  
 BA

- I agree that where my client has agreed adviser fees as part of this account application, this form once properly completed and signed constitutes an agreement between myself, Asgard and my client and that I am entering into this agreement on my own behalf and, where I am a representative of a dealer group, as agent of the dealer group. Signing this form constitutes a request for payment by and on behalf of my client of agreed adviser fees. I have ensured that my client has agreed to the payment of adviser fees and has signed this form.
- I represent and warrant that the financial advice and related services for which adviser fees will be deducted form my client's account and paid to myself (or to my dealer group who will receive the payment on my behalf) relate solely to my client's interest in the account to which this form relates. Where adviser fees relate to purchases of managed investments through my client's account, the financial advice and related services provided will relate directly to those purchases. I represent and warrant that the amount of each agreed adviser fee is, and will be, proper and reasonable in respect of the financial advice and related services that have been, or will be provided.

Dealer stamp

By completing this section, you (the financial adviser) authorise Asgard to collect, maintain, use and disclose your personal information in the manner set out in its privacy brochure, a copy of which can be obtained free of charge from our Customer Relations team.

16. Certification of US Tax Status

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 applying on behalf of an entity) the entity and/or 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 725 863 at the time of completing this application. When you contact us you will be asked to provide additional information about your US tax status and/or the US tax status of the entity and/or any Controlling Person which will constitute certification of US tax status for the purposes of this application.

Unless you notify us that you or (where you are applying on behalf of an entity) the entity and/or any Controlling Person are a US citizen or US tax resident as specified above, by completing this application you certify that you or (where you are applying on behalf of an entity) the entity 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, the entity 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 the entity and/or 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.

## 17. Acknowledgement

I/We:

- confirm that, at the time this application was given to me/us, I/we were given access by the same means to (or a paper copy of) the current Cash Account PDS, which I/we have read and understood,
- agree to be bound by the Cash Account terms and conditions as may be amended from time to time,
- confirm all details in the application are true and correct,
- agree to receive any communications (including any confirmation of any transaction or dealing, notice of material changes and significant events, periodic reports and other information I/we may request) and documents (including periodic reports) which either Asgard or St.George is required to give, or has agreed to give, to me/us relating to my/our account via Investor Online, or any other electronic means chosen by Asgard or St.George.
- By signing this Form, I consent to Asgard deducting and paying agreed adviser fees to my financial adviser (or to their dealer group who will receive the payment on behalf of my financial adviser) from my account on my behalf, as remuneration for financial advice and related services that my financial adviser provides in relation to my account.

If the account is in joint names, both people must sign.

Signature of: ☐ Applicant 1 ☐ Trustee 1  
☐ Director ☐ Sole Director ☐ Sole Secretary

Date   |   |

Signature of: ☐ Applicant 3 ☐ Trustee 3

Date   |   |

Signature of: ☐ Applicant 2 ☐ Trustee 2  
☐ Director ☐ Secretary

Date   |   |

Signature of: ☐ Applicant 4 ☐ Trustee 4

Date   |   |



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# CASH Connect Account

## Signature card

# Asgard

Each CASH Connect Account signatory must print their name and sign in the space provided. This form must be sent to us with your Cash Account application.

If you have an existing account that is in exactly the same name as the name this account will be in, provide the account/client number and name below. We will apply the same account details to your new account.

OFFICE USE ONLY	
Branch	Branch contact name
<input type="text"/>	<input type="text"/>
Date	Branch phone number
<input type="text" value="/ /"/>	<input type="text"/>
BSB	Account number
<input type="text"/>	<input type="text"/>
Account name (name the bank account is held in)	
<input type="text"/>	
Method of operation	Authorised by (name)
<input type="text"/>	<input type="text"/>
Authorised signature	
<input type="text"/>	

New account signatures	
Signatory 1	
Signature	Full name
<input type="text"/>	<input type="text"/>
Signatory 2	
Signature	Full name
<input type="text"/>	<input type="text"/>
Signatory 3	
Signature	Full name
<input type="text"/>	<input type="text"/>
Signatory 4	
Signature	Full name
<input type="text"/>	<input type="text"/>





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# Identification Record for a Signatory to an Account

## 'Reference from an Acceptable Referee' (s.21)

PLEASE COMPLETE FOR EACH SIGNATORY TO A CASH CONNECT ACCOUNT AND RETURN TO OUR CUSTOMER RELATIONS TEAM WITH YOUR CASH ACCOUNT APPLICATION

This form must be signed by an 'Acceptable Referee' (see categories overleaf). Additional signatories to an Account must each complete separate 'Acceptable Referee' (s.21) forms. See overleaf for guidance notes before completing the form.

The AUSTRAC Help Desk can be contacted on 1800 021 037 if you require general assistance to complete this form.

### Part A: Details of Signatory

1. Name of Signatory (in full, no initials)

Surname

Given Names

2. Account name/title (if unknown leave blank)

3. Account number (if unknown leave blank)

4. Signature (to be signed in the presence of the Referee)

### Part B: Documents examined by Referee

5. Primary identification document - Birth Certificate, citizenship certificate, or international travel document (e.g. passport)

Type of Document

Name on Document  
(cannot be initials)

Document Number

Date of Birth

Date of Issue

Office of Issue\*

\* For a travel document, show country of issue

6. Secondary identification document

Name on Document  
(cannot be initials)

Date of Birth

Address

State

Postcode

Type of Document

Document Number

Issued By

Date of Issue

Date of Expiry

**Please Note:** If only a secondary identification document is relied upon, the cash dealer must notify the Director of AUSTRAC, pursuant to section 22 of the Financial Transaction Reports Act 1988.

### Part C: Details of Acceptable Referee

7. Name of Acceptable Referee

Surname

Given Names

8. Occupation

9. Address

State

Postcode

10. Category of Referee (see list overleaf)

### Part D: Statement by Acceptable Referee

11. I have known the signatory for a period of (minimum 12 months):

OR I am a financial adviser (see category 36) and have completed a financial needs analysis:

12. The signatory has been commonly known to me by the name shown in Part A for a period of:

13. I have examined the identification documents whose details are shown in Part B, consisting of (tick one):

A primary document in the name shown in Part A

A secondary document in the name shown in Part A, plus a primary document in a former name

Only a secondary document in the name shown in Part A

14. Where the name on the primary identification document differs from the name used by the signatory in relation to the Account, the explanation given by the signatory is:

15. Where only a secondary identification document is examined, the explanation given by the signatory as to why a primary identification document was not produced, is:

16. The signatory signed the identification reference in my presence.

17. Signature of the Acceptable Referee

Date

# Notes of guidance for completing this form

An Identification Reference must be signed in the presence of an Acceptable Referee.

An Identification Reference is to be provided for each signatory to an account and comprises a written and signed reference by a person within a specified class of Acceptable Referees, declared by the Minister by Notice in the Gazette on 6 November 2002 in GN 44 (see list below).

The reference must set out the name used by the signatory in relation to the account and must state that:

- The referee has known the signatory for the period specified in the reference (being a period of at least 12 months);
- During the whole of that period, or for so much of that period as is specified in the reference, the signatory has been commonly known by that name; and
- The referee has examined:
  - a specified primary identification document for the signatory in that name; or
  - a specified secondary identification document for the signatory in that name and a specified primary identification document for the signatory in a former name of the person; or
  - only a specified secondary identification document for the signatory in that name.

**Primary Identification Documents are:**

- birth certificate;
- citizenship certificate;
- international travel document:
  - current passport;
  - expired passport which has not been cancelled and was current within the preceding 2 years;
  - other document of identity having the same characteristics as a passport (e.g. this may include some diplomatic documents and some documents issued to refugees).

**Secondary Identification Documents** are documents (other than a primary identification document) which establish the identity of the signatory e.g. Australian driver's licence.

**Please Note:** Primary and Secondary Identification Documents must have at least one given name plus surname in full (not initials).

**Warning:** It is an offence under section 21 of the *Financial Transaction Reports Act 1988* to make a false or misleading statement.

## Categories of Acceptable Referees

1. A member of:
  - (a) the Institute of Chartered Accountants in Australia; or
  - (b) the Australian Society of Certified Practising Accountants; or
  - (c) the National Institute of Accountants.
2. A member of a municipal, city, town, district or shire council of a State or Territory.
3. An employee of a financial institution who is authorised by the financial institution to open accounts with the institution.
4. An agent of a financial institution who is authorised by the financial institution to open accounts with the institution.
5. A full-time employee of:
  - (a) a financial institution (other than an employee mentioned in item 3); or
  - (b) a corporation that is a registered corporation within the meaning of the *Financial Corporations Act 1974* who has been employed continuously for at least 5 years by one or more financial bodies.
6. An employee of a bank carrying on business outside Australia:
  - (a) that does not have an authority under section 9 of the *Banking Act 1959*; and
  - (b) that is engaged in a transaction with a cash dealer; who is authorised by the bank to open accounts with the bank.
7. A full-time employee of a company carrying on insurance business who has been employed continuously for at least 5 years by one or more companies of that type.
8. A legal practitioner (however described) of a Federal, State or Territory court.
9. A registrar, clerk, sheriff or bailiff of a Federal, State or Territory court.
10. An officer within the meaning of the *Defence Act 1903*.
11. An individual registered or licensed as:
  - (a) a dentist; or
  - (b) a medical practitioner; or
  - (c) a pharmacist; or
  - (d) a veterinary surgeon; under a law of a State or Territory providing for that registration or licensing.
12. An individual who holds the position of nursing sister and is registered as a nurse under a law of a State or Territory providing for that registration.
13. A diplomatic or consular officer of an Australian Embassy, High Commission or Consulate, in Australia or overseas.
14. A holder of an office established by a law of the Commonwealth, a State or Territory in respect of which annual salary is payable, other than an office mentioned in item 15.
15. A judge or master of a Federal, State or Territory court.
16. A stipendiary magistrate of the Commonwealth or of a State or Territory.
17. A justice of the peace of a State or Territory.
18. A member of the Parliament or a State Parliament.
19. A member of the Legislative Assembly of the Australian Capital Territory, the Northern Territory or Norfolk Island.
20. A minister of religion within the meaning of the *Marriage Act 1961* who is registered under Division 1 of Part IV of that Act.
21. A notary public.
22. A member of the Australian Federal Police, or of the police force of a State or Territory, who, in the normal course of his or her duties, is in charge of a police station.
23. A member of the Australian Federal Police, or of the police force of a State or Territory, of or above the rank of sergeant.
24. A manager of a post office.
25. An individual employed as an officer or employee by one or more of the following:
  - (a) The Commonwealth, a State or Territory; or
  - (b) an authority of the Commonwealth, a State or Territory; or
  - (c) a local government body of a State or Territory; who has been so employed continuously for a period of at least 5 years, whether or not the individual was employed for part of that period as an officer and for part as an employee.
26. An individual employed as a full-time teacher or as a principal at one or more of the following educational institutions:
  - (a) a primary or secondary school forming part of the education system in State or Territory; or
  - (b) an institution listed in section 4 or paragraphs 34(4)(b)-(j) (inclusive) of the *Higher Education Funding Act 1988*; who has been so employed continuously for a period of at least 5 years.
27. An individual who, in relation to an Aboriginal community:
  - (a) is recognised by the members of the community to be a community elder; or
  - (b) if there is an elected Aboriginal council that represents the community - is an elected member of the council.
28. An individual who is an agent of a totalisator agency board if:
  - (a) the individual conducts an agency of the totalisator agency board at particular premises; and
  - (b) that agency is not ancillary to any other business conducted at those premises.
29. A commissioner for oaths of a State or Territory.
30. An individual who is registered as a tax agent under part VIIA of the *Income Tax Assessment Act 1936*.
31. A member of the Chartered Institute of Company Secretaries in Australia Limited.
32. A member or fellow of the Association of Taxation and Management Accountants.
33. A member of the Institution of Engineers, Australia, other than a member with the grade of student.
34. A fellow member of the National Tax and Accountants' Association Limited.
35. The holder, or an authorised representative / proper authority holder of, a licence under sections 780, 781 or 913B of the *Corporations Act 2001* who has known another person for at least 12 months is an acceptable referee in respect of the other person for the purposes of the definition of 'acceptable referee' in subsection 3(1) of the *FTR Act*.
36. The holder of, or an authorised representative / proper authority holder of, a licence under sections 780, 781 or 913B of the *Corporations Act 2001*, who has complied with the requirements of section 912A of that Act and Australian Securities and Investments Commission Policy Statement 122 in relation to another person is an acceptable referee in respect of that other person for the purposes of the definition of 'acceptable referee' in subsection 3(1) of the *FTR Act*.  
(In this situation there is no requirement for an existing 12 month relationship).

# Identification Record for a Signatory to an Account

## ‘Reference from an Acceptable Referee’ (s.21)

PLEASE COMPLETE FOR EACH SIGNATORY TO A CASH CONNECT ACCOUNT AND RETURN TO OUR CUSTOMER RELATIONS TEAM WITH YOUR CASH ACCOUNT APPLICATION

This form must be signed by an ‘Acceptable Referee’ (see categories overleaf). Additional signatories to an Account must each complete separate ‘Acceptable Referee’ (s.21) forms. See overleaf for guidance notes before completing the form.

The AUSTRAC Help Desk can be contacted on 1800 021 037 if you require general assistance to complete this form.

### Part A: Details of Signatory

1. Name of Signatory (in full, no initials)

Surname

Given Names

2. Account name/title (if unknown leave blank)

3. Account number (if unknown leave blank)

4. Signature (to be signed in the presence of the Referee)

### Part B: Documents examined by Referee

5. Primary identification document - Birth Certificate, citizenship certificate, or international travel document (e.g. passport)

Type of Document

Name on Document  
(cannot be initials)

Document Number

Date of Birth

Date of Issue

Office of Issue\*

\* For a travel document, show country of issue

6. Secondary identification document

Name on Document  
(cannot be initials)

Date of Birth

Address

State

Postcode

Type of Document

Document Number

Issued By

Date of Issue

Date of Expiry

**Please Note:** If only a secondary identification document is relied upon, the cash dealer must notify the Director of AUSTRAC, pursuant to section 22 of the Financial Transaction Reports Act 1988.

### Part C: Details of Acceptable Referee

7. Name of Acceptable Referee

Surname

Given Names

8. Occupation

9. Address

State

Postcode

10. Category of Referee (see list overleaf)

### Part D: Statement by Acceptable Referee

11. I have known the signatory for a period of (minimum 12 months):

OR I am a financial adviser (see category 36) and have completed a financial needs analysis:

12. The signatory has been commonly known to me by the name shown in Part A for a period of:

13. I have examined the identification documents whose details are shown in Part B, consisting of (tick one):

A primary document in the name shown in Part A

A secondary document in the name shown in Part A, plus a primary document in a former name

Only a secondary document in the name shown in Part A

14. Where the name on the primary identification document differs from the name used by the signatory in relation to the Account, the explanation given by the signatory is:

15. Where only a secondary identification document is examined, the explanation given by the signatory as to why a primary identification document was not produced, is:

16. The signatory signed the identification reference in my presence.

17. Signature of the Acceptable Referee

Date

# Notes of guidance for completing this form

An Identification Reference must be signed in the presence of an Acceptable Referee.

An Identification Reference is to be provided for each signatory to an account and comprises a written and signed reference by a person within a specified class of Acceptable Referees, declared by the Minister by Notice in the Gazette on 6 November 2002 in GN 44 (see list below).

The reference must set out the name used by the signatory in relation to the account and must state that:

- The referee has known the signatory for the period specified in the reference (being a period of at least 12 months);
- During the whole of that period, or for so much of that period as is specified in the reference, the signatory has been commonly known by that name; and
- The referee has examined:
  - a specified primary identification document for the signatory in that name; or
  - a specified secondary identification document for the signatory in that name and a specified primary identification document for the signatory in a former name of the person; or
  - only a specified secondary identification document for the signatory in that name.

**Primary Identification Documents are:**

- birth certificate;
- citizenship certificate;
- international travel document:
  - current passport;
  - expired passport which has not been cancelled and was current within the preceding 2 years;
  - other document of identity having the same characteristics as a passport (e.g. this may include some diplomatic documents and some documents issued to refugees).

**Secondary Identification Documents** are documents (other than a primary identification document) which establish the identity of the signatory e.g. Australian driver's licence.

**Please Note:** Primary and Secondary Identification Documents must have at least one given name plus surname in full (not initials).

**Warning:** It is an offence under section 21 of the *Financial Transaction Reports Act 1988* to make a false or misleading statement.

## Categories of Acceptable Referees

1. A member of:
  - (a) the Institute of Chartered Accountants in Australia; or
  - (b) the Australian Society of Certified Practising Accountants; or
  - (c) the National Institute of Accountants.
2. A member of a municipal, city, town, district or shire council of a State or Territory.
3. An employee of a financial institution who is authorised by the financial institution to open accounts with the institution.
4. An agent of a financial institution who is authorised by the financial institution to open accounts with the institution.
5. A full-time employee of:
  - (a) a financial institution (other than an employee mentioned in item 3); or
  - (b) a corporation that is a registered corporation within the meaning of the *Financial Corporations Act 1974* who has been employed continuously for at least 5 years by one or more financial bodies.
6. An employee of a bank carrying on business outside Australia:
  - (a) that does not have an authority under section 9 of the *Banking Act 1959*; and
  - (b) that is engaged in a transaction with a cash dealer; who is authorised by the bank to open accounts with the bank.
7. A full-time employee of a company carrying on insurance business who has been employed continuously for at least 5 years by one or more companies of that type.
8. A legal practitioner (however described) of a Federal, State or Territory court.
9. A registrar, clerk, sheriff or bailiff of a Federal, State or Territory court.
10. An officer within the meaning of the *Defence Act 1903*.
11. An individual registered or licensed as:
  - (a) a dentist; or
  - (b) a medical practitioner; or
  - (c) a pharmacist; or
  - (d) a veterinary surgeon; under a law of a State or Territory providing for that registration or licensing.
12. An individual who holds the position of nursing sister and is registered as a nurse under a law of a State or Territory providing for that registration.
13. A diplomatic or consular officer of an Australian Embassy, High Commission or Consulate, in Australia or overseas.
14. A holder of an office established by a law of the Commonwealth, a State or Territory in respect of which annual salary is payable, other than an office mentioned in item 15.
15. A judge or master of a Federal, State or Territory court.
16. A stipendiary magistrate of the Commonwealth or of a State or Territory.
17. A justice of the peace of a State or Territory.
18. A member of the Parliament or a State Parliament.
19. A member of the Legislative Assembly of the Australian Capital Territory, the Northern Territory or Norfolk Island.
20. A minister of religion within the meaning of the *Marriage Act 1961* who is registered under Division 1 of Part IV of that Act.
21. A notary public.
22. A member of the Australian Federal Police, or of the police force of a State or Territory, who, in the normal course of his or her duties, is in charge of a police station.
23. A member of the Australian Federal Police, or of the police force of a State or Territory, of or above the rank of sergeant.
24. A manager of a post office.
25. An individual employed as an officer or employee by one or more of the following:
  - (a) The Commonwealth, a State or Territory; or
  - (b) an authority of the Commonwealth, a State or Territory; or
  - (c) a local government body of a State or Territory; who has been so employed continuously for a period of at least 5 years, whether or not the individual was employed for part of that period as an officer and for part as an employee.
26. An individual employed as a full-time teacher or as a principal at one or more of the following educational institutions:
  - (a) a primary or secondary school forming part of the education system in State or Territory; or
  - (b) an institution listed in section 4 or paragraphs 34(4)(b)-(j) (inclusive) of the *Higher Education Funding Act 1988*; who has been so employed continuously for a period of at least 5 years.
27. An individual who, in relation to an Aboriginal community:
  - (a) is recognised by the members of the community to be a community elder; or
  - (b) if there is an elected Aboriginal council that represents the community - is an elected member of the council.
28. An individual who is an agent of a totalisator agency board if:
  - (a) the individual conducts an agency of the totalisator agency board at particular premises; and
  - (b) that agency is not ancillary to any other business conducted at those premises.
29. A commissioner for oaths of a State or Territory.
30. An individual who is registered as a tax agent under part VIIA of the *Income Tax Assessment Act 1936*.
31. A member of the Chartered Institute of Company Secretaries in Australia Limited.
32. A member or fellow of the Association of Taxation and Management Accountants.
33. A member of the Institution of Engineers, Australia, other than a member with the grade of student.
34. A fellow member of the National Tax and Accountants' Association Limited.
35. The holder, or an authorised representative / proper authority holder of, a licence under sections 780, 781 or 913B of the *Corporations Act 2001* who has known another person for at least 12 months is an acceptable referee in respect of the other person for the purposes of the definition of 'acceptable referee' in subsection 3(1) of the *FTR Act*.
36. The holder of, or an authorised representative / proper authority holder of, a licence under sections 780, 781 or 913B of the *Corporations Act 2001*, who has complied with the requirements of section 912A of that Act and Australian Securities and Investments Commission Policy Statement 122 in relation to another person is an acceptable referee in respect of that other person for the purposes of the definition of 'acceptable referee' in subsection 3(1) of the *FTR Act*.  
(In this situation there is no requirement for an existing 12 month relationship).



# Asgard

**Note:** Privacy laws protect your privacy. Please read the 'Privacy statement' on page 19 of the Cash Account PDS.

## Date \_\_\_\_\_

I/We (insert your full name)

[illegible][illegible]

I/We agree to the terms of the 'Direct debit request service agreement' provided on page 21 of the Cash Account PDS.

\_\_\_\_\_

Date \_\_\_\_\_

--	--	--	--	--	--	--	--

\_\_\_\_\_

Date \_\_\_\_\_

--	--	--	--	--	--	--	--

Date \_\_\_\_\_

--	--	--	--	--	--	--	--

\_\_\_\_\_

Date \_\_\_\_\_

--	--	--	--	--	--	--	--

[illegible][illegible]

## 2. The schedule

Insert details of the account which is to be debited.

Bank account name

[illegible]

BSB number

Bank account number

--	--	--	--	--	--	--	--	--

## Branch name and address

[illegible][illegible]

### Note

1. Direct debiting is not available on the full range of accounts. If in doubt, please refer to your Financial Institution.
2. You can only have one direct debit request for each Cash Account.



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# Asgard

**CUSTOMER RELATIONS TEAM 1800 731 812**

**PHONE BANKING 13 33 22**

**LOST OR STOLEN CARDS 1800 028 208**

**ISSUED BY**

**ST.GEORGE BANK – A DIVISION OF WESTPAC BANKING  
CORPORATION**

**ABN 33 007 457 141**

**AFSL 233714**

**ADMINISTRATOR**

**ASGARD CAPITAL MANAGEMENT LTD**

**ABN 92 009 279 592**

**AFSL 240695**

**CORRESPONDENCE**

**ASGARD**

**PO BOX 7490**

**CLOISTERS SQUARE WA 6850**