

# RACQ Bank Mobile and Internet Banking Terms and Conditions

Version: 9 November 2023

## Important notice

Update to RACQ Bank Mobile and Internet Banking Terms and Conditions: The previous RACQ Bank Mobile and Internet Banking Terms and Conditions (version dated 1 June 2023) have recently been updated.

These Terms and Conditions apply to all RACQ Bank's internet banking, including BPAY®, PayTo and the NPP, and mobile banking, which gives you access to information about accounts, where you can give us instructions for accounts and perform transactions. However, the operation of each of those accounts is governed by the Bank's Terms and Conditions.

Not all Mobile and Internet Banking services are available for all accounts. Some features of Internet Banking are not available in Mobile Banking. Some features available on your Mobile Device are not available in Internet Banking.

Please contact our Contact Centre on 13 1905 if you have any queries regarding these changes.

## Internet Banking

Before using Internet Banking, please read the following terms and conditions carefully as your use of RACQ Bank Internet Banking is governed by these Terms and Conditions. These Terms and Conditions operate in conjunction with the RACQ Bank Terms and Conditions available at [racq.com/downloads](https://racq.com/downloads). Your use of Internet Banking signifies that you have read and accepted these conditions of use.

The Customer Owned Banking Code of Practice and the ePayments Code apply to RACQ Bank's Internet Banking and Mobile Banking. More information about the Customer Owned Banking Code of Practice is in the RACQ Bank Terms and Conditions on our website.

The Terms and Conditions below apply to both Internet Banking and Mobile Banking unless the clause specifically provides otherwise.

## Mobile Banking

RACQ Bank Internet Banking via our mobile apps (Mobile Banking) is governed by these Terms and Conditions.

Before using Mobile Banking, please read the following terms and conditions carefully as your use of RACQ Bank Mobile Banking is governed by these Terms and Conditions. These Terms and Conditions should be read together with the RACQ Bank Terms and Conditions available at [racq.com/downloads](https://racq.com/downloads). You should be aware that the RACQ Bank Terms and Conditions will prevail over these Terms and Conditions, to the extent of any inconsistency.

Your use of Mobile Banking signifies that you have read and accepted these conditions of use.

RACQ Bank makes available certain features of the RACQ Bank Internet Banking facility available for use in RACQ Bank Internet Banking on your Mobile Device or other electronic device. This may not represent all the available features in the standard view of RACQ Bank's Internet Banking. Some features available on your Mobile Device are not available in the standard view of RACQ Bank's Internet Banking.

The Terms and Conditions below apply to both Internet Banking and Mobile Banking unless the clause specifically provides otherwise.

## Security

As your Access Codes can be used to access information about you and your Accounts and to perform transactions on your Accounts, you must ensure that your Access Codes, and any record of them, are not misused, lost or stolen. You must tell us as soon as possible if any Access Codes are lost or stolen. Please also read our other security warnings.

## Mobile and Internet Banking Terms and Conditions

1. Definitions
2. Eligibility
3. Mobile and Internet Banking Acceptable Use Policy
4. Equipment
5. Password
6. Bill Payment and Transfer Limits/Restrictions
7. BPAY
8. Open Banking – Consumer Data Right
9. Our Commitment to You
10. Your Liability
11. Limit of your liability
12. Cancelling, Suspending or Terminating
13. Fees and Charges
14. Changes to Terms and Conditions
15. Disputed Transactions
16. Transfer of funds to other institutions
17. Process for recovering a Mistaken Internet Payment from other institutions
18. Mobile Banking Security
19. Eligible Mobile Devices and Access
20. Notifications on your Mobile Banking Device
21. Lost or stolen Mobile Banking Device
22. NPP Payments
23. PayTo Payments - Mandated Payment Service (MPS)

### 1. Definitions

**Acceptable Use Policy** means the policy outlined in clause 3.1 of these Terms and Conditions.

**Access Codes** means a code or other secure procedure you can use to access Internet Banking and Mobile Banking.

**Access Method** means a method authorised by us for your use and accepted by us as authority to make a BPAY Payment and to access your Account and includes, but is not limited to, any combination of a card, an Account number, card number, expiry date, PIN, and password, but does not include a method which requires your manual signature.

**Account** means any Savings, Investment or Loan Account held by you with RACQ Bank, and which we agree you may access for the purpose of effecting BPAY payments, or otherwise accessing Internet Banking or Mobile Banking.

**Authorised User** means you and any person you have authorised to operate your Account.

**BPAY** means an electronic payments scheme whereby you can make payments to participants in the BPAY Scheme who are Billers.

**BPAY Pty Ltd** means BPAY Pty Limited ABN 69 079 137 518.

**Bill Payment** includes a bill paid via BPAY, Mobile Banking or Internet Banking.

**Business Day** means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia and RACQ Bank is open for business.

**Closed** in relation to a PayID, means a PayID which is removed from the PayID service, and unable to be used for NPP Payments.

**Consumer Dashboard** is an online service that RACQ Bank provides to help you manage any Consumer Data Right authorisations you have given us to share your Consumer Data Right data. You can use the dashboard to view and manage data sharing permissions, view or withdraw any data sharing authorisations as well as receive any notifications we may need to send you. You can access your dashboard via the RACQ Bank Internet Banking self serve menu – 'Manage data sharing'.

**Consumer Data Right** means your right to share data that RACQ Bank has about you and the products you have CDR Data). If you are an individual over 18 years of age, or a business, and have an account with RACQ Bank accessible through internet banking, we will provide you with a consumer dashboard showing the details of any CDR data you have authorised us to share with accredited organisations.

**CUSCAL** means Credit Union Services Corporation Australia Limited.

**Cut Off Time** means 3.00pm Eastern Standard Time on each Business Day.

**Email address** means the unique email address that you have registered to receive notifications of Account activity.

**Identifier** means information that you may know but are not required to be kept secret; and must provide to perform a transaction. An example is an account number.

**Internet Banking** means internet account access services including payment and funds transfer transactions that are initiated using electronic equipment, and not intended to be authenticated by comparing a manual signature with a specimen signature, online transactions performed using a card number and expiry date, online bill payments (including BPAY), Internet Banking (including where appropriate, BPAY and Open Banking) and other online services that RACQ Bank may offer from time to time to enable members to receive information about Accounts and to perform transactions or transmit instructions to us electronically

**Locked** in relation to a PayID, means a PayID which we have temporarily disabled in the PayID service.

**Merchant** means a merchant with which you have established, or would like to establish, a Payment Agreement.

**Migrated DDR Mandates** has the meaning given in the PayTo section of these Terms.

**Misdirected Payment** means an NPP Payment erroneously credited to the wrong account because of an error in relation to the recording of the PayID or associated account information in the PayID service.

**Mistaken Internet Payment** means a payment made by you through Internet Banking or Mobile Banking where the funds are paid into the account of an unintended recipient due to you entering the wrong BSB number and/or Account Numbers that does not belong to the named and/or intended recipient as a result of: your error; or you being advised the wrong BSB number and/or Account Number. This also includes payments that are processed through the NPP. Payments made using BPAY are not included.

**Mobile Banking** means any service we offer from time to time through an internet protocol telecommunications network to enable you to access information about your Accounts, make payments or transmit instructions to us electronically through the Mobile Banking App and a Mobile Device.

**Mobile Banking App** means software approved by us in connection with Mobile Banking and downloaded directly to your mobile device from the App store that is appropriate to your Mobile Device.

**Mobile Banking Device** means a mobile device, to which you have loaded the RACQ Bank Mobile Banking App and which has been registered to access your Accounts using Mobile Banking.

**Mobile Device** means electronic equipment provided by you (such as a smartphone or tablet), capable of running the Mobile Banking App, and if you registered for Security Code two factor authentication, the mobile phone device that you have registered for which Security Codes should be sent to.

**Mobile Device Number** means the telephone number associated with a Mobile Device.

**NPP** means the New Payments Platform operated by NPP Australia Limited.

**NPP Payments** means payments cleared and settled via the NPP.

**Organisation ID** means an identifier for a customer that is a business.

**Password** means the confidential alphanumeric code chosen by you that you must keep secret, which when used in conjunction with your membership number gives you access to Internet Banking and/or Mobile Banking.

**PayID** means the identifier you choose to use to receive NPP Payments.

**PayID Name** means the name we give you or the name selected by you (with our approval) to identify you to Payers when your PayID is used to make an NPP Payment.

**PayID service** means the central payment addressing service which is available for addressing NPP Payments.

**PayID Type** means the type of identifier you select for receiving NPP Payments, which may be your mobile number or email address. Personal information means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not; and
- (b) whether the information or opinion is recorded in a material form or not.

**Payment Agreement** means an agreement established by you and an approved Merchant or Payment Initiator, by which you authorise us to make payments from your Account.

**Payment Initiator** means an approved payment service provider who, whether acting on behalf of you or a Merchant, is authorised by you to initiate payments from your Account.

**PayTo means** the service which enables us to process NPP Payments from your Account in accordance with and on the terms set out in a Payment Agreement you have established with a Merchant or Payment Initiator that subscribes to the service.

**PayTo database** means the central, secure database operated by NPP Australia Limited of Payment Agreements known as the Mandate Management Service.

**RACQ Bank, we, us or our** means Members Banking Group Limited ABN 83 087 651 054 AFSL and Australian credit licence 241195, trading as RACQ Bank.

**Security Code** means the random six-digit security code that you must keep secret sent by SMS or to your nominated email address to you to authorise an Internet Banking or Mobile Banking transaction or function.

**Terms and Conditions** means this RACQ Bank Mobile and Internet Banking Terms and Conditions.

**Transfer** means a transfer of funds from your Account held with RACQ Bank to either:

- an Account of another RACQ Bank member,
- an Account held at another financial institution; or
- another Account held by you with RACQ Bank.

**Unauthorised transaction** means a transaction that is not authorised by you or any user authorised by you. It does not include any transaction that is performed by you or by anyone who performs a transaction with your knowledge and consent.

**Written notice** means notice delivered on paper and does not mean notice delivered in electronic format.

**You and Your** means the Account holder instructing us through Internet Banking and/or Mobile Banking. It also includes any third party authorised by you to access and/or operate your Account(s), with the intent that you shall be liable for any use of Internet Banking or Mobile Banking in respect of your Accounts and for any failure of any authorised signatory to observe these conditions of use.

## 2. Eligibility

- 2.1. All account holders of RACQ Bank are eligible to access or share information about their Account/s by using Internet Banking and/or Mobile Banking once they have registered to use Internet Banking and/or Mobile Banking and have subsequently been issued with an initial entry Password.
- 2.2. RACQ Bank also gives access (upon successful application) to those persons specifically authorised by the Account Holder for accounts in the name of companies, businesses, trusts, partnerships clubs and companies single and joint Accounts however only view access is given to Internet Banking and Mobile Banking Accounts where multiple (two or more) signatures are required to transact on the Account.

## 3. Mobile and Internet Banking Acceptable Use Policy

- 3.1. You may not use mobile or internet banking to engage in conduct that, in our reasonable opinion:
  - (a) is unlawful;
  - (b) is defamatory, harassing or threatening;
  - (c) promotes or encourages physical or mental harm or violence against any person;
  - (d) amounts to money laundering as defined by the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)*;
  - (e) threatens or promotes terrorism.
- 3.2. If you fail to comply with the Acceptable Use Policy, the Bank may immediately and without notice, or at any time:
  - (a) Refuse to process any transaction or dealing of yours; and/or
  - (b) Suspend or discontinue your access to internet banking services.
- 3.3. If conduct contrary to the Acceptable Use Policy continues, the Bank may decide to close your accounts, in line with Section 6.3 (*When we can close your account*) of the RACQ Bank Terms and Conditions.

## 4. Equipment

- 4.1. You must:
  - (a) obtain and maintain any equipment such as personal computer, modem and software (Equipment) and any connections which may be necessary to access Internet Banking;
  - (b) ensure the equipment is checked regularly for viruses;
  - (c) take all reasonable steps to protect the Equipment's security;
  - (d) exercise reasonable care to prevent unauthorised access to the Equipment you use when accessing Internet Banking;
  - (e) not leave the Equipment unattended while you have an Internet Banking session open; and
  - (f) log out immediately after you have finished your Internet Banking session.

## 5. Password

- 5.1. To be able to:
  - (a) access Internet Banking for the first time we will need to provide you with an initial entry Password;
  - (b) make changes to your personal details, to setup a new payee for either external transfers or BPAY transactions, or to authorise certain functions or transactions we will need to provide you with a Security Code.
- 5.2. When you use the initial entry Password to access Internet Banking for the first time you will be required to choose a new alpha-numeric Password with a minimum of eight characters.
- 5.3. Only one Password per membership is permitted, even if you have joint Accounts with us. You can only access those Accounts that you are authorised to access under your membership.
- 5.4. You must keep your Password secret and take steps to prevent its unauthorised use. You should not allow any unauthorised person to watch you enter or hear you say your Password.

**5.5.** You must not:

- (a) use all or part of your name, your date of birth, your rediCARD/Visa Debit card PIN, the same digits or consecutive numbers when selecting your password; or
- (b) record your password anywhere near the Equipment, on your transaction details such as statements or your membership identifiers such as your rediCARD, Visa Debit card or Membership card.

**5.6.** You should change your password at regular intervals. You may change your password whenever you want to.

**5.7.** You must notify us as soon as possible on 13 1905 or advise us in person at any one of our Branches if you become aware of any unauthorised use of your Password or Account or of the loss or theft of your Password, Security Code or Mobile Device or you suspect your Password has become known to someone else. You will be liable for any misuse of the system up until the time of notification.

**5.8.** We do not keep any record of the Password you select. If you forget your chosen Password, please contact us and we will tell you how to reset your Password.

## **6. Bill Payment and Transfer Limits/Restrictions**

**6.1.** Internet Banking is available for enquiries and transactions specified by us from time to time.

**6.2.** You may suspend access to Transfer and/or Bill Payment options at any time by contacting us, however, this will suspend your access to Internet Banking.

**6.3.** We may specify and change limits on the amounts that can be transferred and the types of Accounts that can be accessed from and to using Internet Banking.

**6.4.** If you schedule funds Transfers, we will only effect these on the due date where sufficient cleared funds are available in your nominated Account when we process the Transfer.

**6.5.** We may process postdated payments that do not fall on a Business Day on the next Business Day.

**6.6.** We will not be obliged to effect a Bill Payment or a Transfer if you do not give us all of the required information to do so, if any of the information given is inaccurate or there are insufficient cleared funds in the Account to be debited.

**6.7.** You cannot make Transfers:

- (a) to or from fixed term deposits;
- (b) from certain types of Accounts as set out in the account access information in the Bank's Terms and Conditions,
- (c) or to pay out a loan.

## **7. BPAY**

### **7.1. Using BPAY**

- (a) We are a member of BPAY. We will tell you if we are no longer a member of BPAY.
- (b) BPAY can be used to pay bills bearing the BPAY logo. We will advise you if and when other transactions can be made using BPAY.
- (c) Unless you are advised otherwise, you may use BPAY only to make payments from the Account.
- (d) When you tell us to make a BPAY Payment you must tell us the Biller's code number (found on your bill), your Customer Reference Number (e.g. your Account number with the Biller), the amount to be paid, the date on which the amount is to be paid and the Account from which the amount is to be paid.
- (e) You acknowledge that we are not required to effect a BPAY Payment if you do not give us all the information specified in clause 6.1(d) or if any of the information you give us is inaccurate.
- (f) We will debit the value of each BPAY Payment and any applicable fees to the Account from which the relevant BPAY Payment is made.
- (g) If you instruct us to make any BPAY Payment but close the Account to be debited before the BPAY Payment is processed, you will remain liable for any dishonour fees incurred in respect of that BPAY Payment.
- (h) You acknowledge that third party organisations (such as Billers or other financial institutions) may impose additional restrictions on your access to and use of BPAY.
- (i) You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.

## 7.2. Security Breaches

- (a) We will attempt to make sure that your BPAY Payments are processed promptly by participants in BPAY, and you must tell us promptly if:
  - i. you become aware of any delays or mistakes in processing your BPAY Payment;
  - ii. you did not authorise a BPAY Payment that has been made from your Account; or
  - iii. you think that you have been fraudulently induced to make a BPAY Payment.
- (b) If you think that the security of your Access Method has been compromised you should notify us immediately and at any time by telephoning us on 13 1905 or emailing us at [banking@racq.com.au](mailto:banking@racq.com.au).
- (c) If you believe an unauthorised BPAY Payment has been made and your Access Method uses a secret code such as a PIN or password, you should change that code. If the security of an Access Method such as a card has been compromised, you should contact us to cancel the card.
- (d) We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us.

## 7.3. Processing of BPAY Payments

- (a) A BPAY Payment instruction is irrevocable. Except for future-dated payments (addressed in clause 6.4) you cannot stop a BPAY Payment once you have instructed us to make it and we cannot reverse it.
- (b) 'There is no 'chargeback' right for BPAY payments. A 'chargeback' is the term given to the process by which a financial institution, at the request of a customer, can reclaim a debit on a card from a merchant's bank.'
- (c) We will treat your BPAY Payment instruction as valid if, when you give it to us, you use the correct Access Method.
- (d) You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay – for these errors see clause 7.3(h) when making a BPAY Payment or if you did not authorise a BPAY Payment that has been made from your Account.
- (e) A BPAY Payment is treated as received by the Biller to whom it is directed:
  - i. on the date you direct us to make it, if we receive your direction by the Cut Off Time on a Business Day; and
  - ii. otherwise, on the next Business Day after you direct us to make it. The BPAY Payment may take longer to be credited to a Biller if you tell us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY does not process a BPAY Payment as soon as they receive its details.
- (f) Notwithstanding this, a delay may occur processing a BPAY Payment if:
  - i. there is a public or bank holiday on the day after you instruct us to make the BPAY Payment;
  - ii. you tell us to make a BPAY Payment on a day which is not a Business Day or after the Cut Off Time on a Business Day; or
  - iii. a Biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.
- (g) If we are advised that your payment cannot be processed by a Biller, we will:
  - i. advise you of this;
  - ii. credit your Account with the amount of the BPAY Payment; and
  - iii. take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.
  - iv. You must carefully ensure you advise us of the correct amount you wish to pay
- (h) If you make a BPAY Payment and later discover that:
  - i. the amount you paid was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or
  - ii. the amount you paid was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount you actually paid and the amount you needed to pay.



## 7.4. Future-Dated Payments

You may arrange BPAY Payments through Internet Banking for up to 365 days in advance of the time for payment and if you use phone banking you may arrange payments for up to 60 days in advance of the time for payment. If you use either of these options you should be aware that:

- (a) You are responsible for maintaining, in the Account to be drawn on, sufficient cleared funds to cover all future-dated BPAY Payments (and any other drawings) on the day(s) you have nominated for payment or, if the Account is a credit facility (where we allow a credit facility to be used for that purpose), there must be sufficient available credit for that purpose.
- (b) If there are insufficient cleared funds or, as relevant, insufficient available credit, the BPAY Payment will not be made and you may be charged a dishonour fee.
- (c) You are responsible for checking your Account transaction details or Account statement to ensure the future-dated payment is made correctly.
- (d) You should contact us on 13 1905 if there are any problems with your future-dated payment.
- (e) You must contact us if you wish to cancel a future-dated payment after you have given the direction but before the date for payment. You cannot stop or change the BPAY Payment on or after that date.

## 7.5. BPAY Transaction Limits

- (a) We may limit the amount of BPAY Payments you may make on any one day.
- (b) If at any time BPAY will allow transactions other than bill payments to be processed through BPAY, we will advise you accordingly however, we may limit the amount you may transact on any one day via BPAY on the other transactions.
- (c) We will advise you of all such transaction limits.
- (d) The standard limit applied for BPAY payments is \$20,000 per membership, per day.

## 7.6. Refusing BPAY Payment Directions

You acknowledge and agree that:

- (a) we may, acting reasonably, refuse for any reason to give effect to any direction you give us in respect of a payment to be made via BPAY; and
- (b) we are not liable to you or any other person for any loss or damage which you or that other person may suffer as a result of such refusal except to the extent that the loss or damage is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

## 7.7. Access Method Security Guidelines

- (a) This clause will apply if your Access Method uses a secret code such as a PIN or password. You must look after your Access Method at all times so as to minimise the risk of losing it or allowing it to be used without your authorisation.
  - i. You must not write a code on or carry it or keep a record of it with any other part of your Access Method or on or with the one article unless you have taken reasonable steps to disguise the code or prevent unauthorised access to the record.
  - ii. You must not select a code which represents your birth date or a recognisable part of your name. If you do use an obvious code such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the code before you notify us that the code has been misused or become known to someone else.
  - iii. You must not tell or show the code to anyone else (including family and friends).
  - iv. You must not act with extreme carelessness in failing to protect the security of the code.
- (b) In addition, you must comply with the security guidelines which apply to your Access Method.
- (c) We recommend that you:
  - i. Use care to prevent anyone seeing the details you enter to access BPAY;
  - ii. Change any code at regular intervals;
  - iii. Never reveal any code to anyone;
  - iv. Never write any code down; and
  - v. promptly notify us of any change of address.

**The guidelines contained above provide examples only of security measures and will not determine your liability for any losses resulting from unauthorised BPAY Payments. Liability for such payments will be determined in accordance with clause 7.8 of these Terms and Conditions and the ePayments Code.**

## 7.8. Your liability for BPAY Payments

- (a) You are liable for all transactions carried out via BPAY by you or by anybody carrying out a transaction with your consent, regardless of when the transaction is processed to your Account with us.
- (b) If you are responsible for a mistaken BPAY Payment and we cannot recover the amount from the person who received it within 20 Business Days of us attempting to do so, you will be liable for that payment
- (c) You are not liable for losses caused by unauthorised BPAY Payments:
  - i. where it is clear that you have not contributed to the loss;
  - ii. that are caused by the fraudulent, negligent or wilful misconduct of employees or agents of:
    - A. us;
    - B. any organisation involved in the provision of BPAY; or
    - C. any Biller;
  - iii. relating to a forged, faulty, expired or cancelled Access Method;
  - iv. resulting from unauthorised use of the Access Method:
    - A. before you receive that Access Method; or
    - B. after you notify us in accordance with clause 7.2 that your Access Method has been misused, lost or stolen or used without your authorisation; or
  - v. that are caused by the same BPAY Payment being incorrectly debited more than once to your Account.
- (d) You will be liable for any loss of funds arising from unauthorised BPAY Payments if the loss occurs before you notify us that your Access Method has been misused, lost or stolen or used without your authorisation and if we prove, on the balance of probabilities, that you contributed to the loss through:
  - i. your fraud or, if your Access Method includes a secret code or codes (such as a password or PIN), your failure to keep that code secure in accordance with clauses 7.7(a) (i), 7.7(a)(ii), 7.7(a)(iii) and 7.7(a)(iv);
  - ii. unreasonably delaying in notifying us of the misuse, loss, theft or unauthorised use of the Access Method and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us.
- (e) However, you will not be liable for:
  - i. the portion of the loss that exceeds any applicable daily or periodic transaction limits;
  - ii. the portion of the loss on your Account which exceeds the balance of your Account (including any prearranged credit); or
  - iii. all losses incurred on any Account which you had not agreed with us could be accessed using the Access Method.
- (f) Where a secret code such as a PIN or password is required to perform the unauthorised BPAY Payment and clause 7.8(d) does not apply, your liability for any loss of funds arising from an unauthorised BPAY Payment, if the loss occurs before you notify us that the Access Method has been misused, lost, stolen or used without your authorisation, is the lesser of:
  - i. \$150;
  - ii. the balance of your Account, including any prearranged credit; or
  - iii. the actual loss at the time you notify us that your Access Method has been misused, lost, stolen or used without your authorisation (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Access Method or your Account).
- (g) You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under the BPAY terms and conditions or acted negligently or fraudulently under this agreement.
- (h) If you notify us that a BPAY Payment made from your Account is unauthorised, you must provide us with a written consent addressed to the Biller who received that BPAY Payment allowing us to obtain information about your Account with that Biller as is reasonably required to investigate the payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment.
- (i) Notwithstanding any of the above provisions your liability will not exceed your liability under the ePayments Code.

## 7.9 Malfunction

- (a) You will not be responsible for any loss you suffer because BPAY accepted your instructions but failed to complete a BPAY Payment.
- (b) If there is a breakdown or interruption to any BPAY system and you should have been aware that the BPAY system was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your Account and refunding any fees or charges imposed on you as a result.



## 7.10 Consequential Damage

- (a) This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.
- (b) We are not liable for any consequential loss or damage you suffer as a result of using BPAY, other than loss due to our fraud, negligence, wilful misconduct (including that of our officers, employees, contractors or agents) or in relation to any breach of a condition or warranty implied by the law of contracts for the supply of goods and Internet Banking and Mobile Banking which may not be excluded, restricted or modified at all, or only to a limited extent.

## 7.11 Resolving Errors on Account Statements

- (a) All BPAY Payments and applicable fees will be recorded on the Account statements of the Accounts to which they are debited.
- (b) You should check all entries on your Account statements carefully.
- (c) If you believe a BPAY Payment entered on your statement is wrong or was not authorised by you, contact us immediately and give the following details:
  - i. your name, Account number and card number (if any);
  - ii. the date and amount of the BPAY Payment in question;
  - iii. the date of the Account statement in which the payment in question first appeared; and
  - iv. a brief and clear explanation of why you believe the payment is unauthorised or an error.
- (d) If we are unable to settle your concern immediately and to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution of the complaint and may request further relevant details from you.
- (e) Within 21 days of receipt from you of the details of your complaint, we will:
  - i. complete our investigation and advise you in writing of the results of our investigation; or
  - ii. advise you in writing that we require further time to complete our investigation.
- (f) We will complete our investigation within 45 days of receiving your complaint unless there are exceptional circumstances. In such circumstances we will let you know of the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- (g) When we complete our investigation, we will write to you and advise you of the outcome of our investigation and the reasons for that outcome by reference to these Terms and Conditions and the ePayments Code.
- (h) If you are not satisfied with our decision, you may request that the decision be reviewed by our senior management. If you wish to take the matter further, you may, contact an External Dispute Resolution Service as follows:

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

AFCA is a free service setup to help you resolve your disputes. AFCA is an impartial body who are totally independent, and we agree to accept their determination as final.
- (i) If we find that an error was made, we will make the appropriate adjustments to your affected Account, including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- (j) If we decide that you are liable for part or all of a loss arising out of unauthorised BPAY Payment, we will:
  - i. give you copies of any documents or other evidence we relied upon in reaching this decision; and
  - ii. advise you in writing whether or not there was any system malfunction at the time of the payment complained of.
- (k) If we fail to observe these procedures or the requirements of the ePayments Code when we allocate liability, conduct the investigation or communicate the reasons for our decision and our failure prejudices the outcome of the investigation or causes unreasonable delay in its resolution, we will be liable for part or all of the amount of the disputed payment.

## 7.12. Transaction Recording

It is recommended that you record all receipt numbers issued in respect of BPAY Payments to assist in checking transactions against your statements. We recommend you record the receipt numbers on the relevant bills.

### 7.13. Transaction and Other Fees

- (a) We will advise you whether we charge any fees, and the amount of such fees (including any dishonour fee), for:
  - i. issuing your Access Method or any additional or replacement Access Method;
  - ii. using your Access Method;
  - iii. any BPAY Payment; or
  - iv. giving you access to BPAY; or
  - v. any other Internet Banking provided in relation to BPAY, including error corrections.
- (b) We will also advise you whether we will debit to you any government charges, duties or taxes arising out of a BPAY Payment.
- (c) We may charge you with dishonour fees for any future-dated BPAY Payments which have failed due to insufficient funds in the relevant Account.

### 7.14. Privacy

- (a) We collect personal information about you for the purposes of providing our products and Internet Banking to you and for processing your BPAY Payments.
- (b) If you register to use BPAY, we may disclose your personal and transactional information to other participants in BPAY in order to execute your instructions, including:
  - i. Billers nominated by you;
  - ii. BPAY Pty Ltd and any agent appointed to it from time to time, including Cardlink Services Limited who provides the electronic systems to implement BPAY; and
  - iii. CUSCAL.
- (c) You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to the parties in clause 7.14(b).
- (d) You may have access to the personal information we hold about you at any time by asking us, or to any of the personal information held by any of the parties in clause 7.14(b) by contacting them.
- (e) If your personal information is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your BPAY Payment.

### 7.15. Miscellaneous

- (a) These Terms and Conditions govern your BPAY access to any of your Accounts with us. Each transaction on an Account is also governed by the terms and conditions to which that Account is subject. These Terms and Conditions should be read in conjunction with the terms and conditions applicable to your Account and Access Method. To the extent of any inconsistency between these BPAY Terms and Conditions and the terms and conditions applicable to any of your Accounts or Access Methods, these BPAY Terms and Conditions will prevail.
- (b) When you ask, we will give you general information about the rights and obligations that may arise out of your relationship with RACQ Bank. This is information which, as a subscriber to the Customer Owned Banking Code of Practice, we have agreed to make available to you.
- (c) You agree that you will promptly notify us of any change of address.
- (d) We may send you account statements and notices by:
  - i. post, to the address recorded in our records or to a mailing address you nominate;
  - ii. fax;
  - iii. email or other electronic means (including but not limited to an email, SMS, app notification, social media notification or other digital message with a hyperlink or similar connection, or notification that a statement or information is available within Internet Banking or on our website); or
  - iv. advertisement in the media.

**7.16.** It is your responsibility to ensure BPAY payment amounts are correct at the time you make a payment request. It is your responsibility, not ours, to recover any overpayment from the Biller.

**7.17.** Where a mistake is present in a BPAY payment transaction (except a mistake relating to the amount of payment), you must notify us of this mistake. We will then take all necessary steps to rectify the mistake. However, we will not be liable for any loss or damage owing from the mistake.

**7.18.** We will not be responsible:

- (a) for any payment not being made due to any of the conditions set between BPAY and the Biller, or any condition of the agreement or arrangement between the Biller and yourself or for any payment not being made for any other reason;
- (b) for any delay in receipt of a payment by a Biller; or
- (c) if a Biller fails to credit payment to you even if it has been debited to your Account with us.

## 8. Open Banking – Consumer Data Right

- 8.1.** Open Banking gives you the ability to share certain banking data with third parties, known as Accredited Data Recipients (ADRs), that have been accredited by the Australian Competition & Consumer Commission (ACCC). Management of your Open Banking data sharing decisions is via Online Banking. To use Open Banking to share your data, you need to be registered for Online Banking and satisfy other eligibility criteria.

Our CDR Policy sets out how you can access your CDR data or seek a correction of your CDR data, as well as how you can make a complaint about our handling of your CDR data. We may amend this policy from time to time, but you can find the latest version on our website or on your consumer dashboard via Internet Banking, and you can always ask us to provide you with the latest version.

RACQ Bank is not liable for any loss or damage caused if the Consumer Dashboard is suspended or is temporarily unavailable.

## 9. Our Commitment to You

- 9.1.** We will:
- (a) take reasonable precautions as may be necessary to ensure that information concerning your Accounts transmitted by them through Internet Banking; Mobile Banking or the Consumer Dashboard will remain confidential and protected from unauthorised access to that information;
  - (b) make every effort to ensure that Internet Banking; Mobile Banking or the Consumer Dashboard is available to you 24 hour a day, 7 days a week, but we are not responsible for any breakdown or interruption in Internet Banking; Mobile Banking or the Consumer Dashboard due to circumstances beyond our control; and
  - (c) endeavour to ensure that information we make available to you through Internet Banking, Mobile Banking; Consumer Dashboard is, as far as practicable, up to date and correct.
- 9.2.** Transactions made through Internet Banking and Mobile Banking will, generally, be processed immediately, but may be processed on the next Business Day.
- 9.3.** RACQ Bank is not responsible for the unavailability of Internet Banking, Mobile Banking or the Consumer Dashboard in whole or part or for delays or errors in the execution of any transaction due to problems with the communication, network, ancillary equipment, our computer system or any other circumstances.
- 9.4.** RACQ Bank is not liable for the failure of Internet Banking, Mobile Banking, or the Consumer Dashboard to perform in whole or in part any function that we have specified it will perform, except to the extent that the liability is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).
- 9.5.** RACQ Bank is not liable for any loss or damage if an Internet Banking, Mobile Banking transaction or the Consumer Dashboard is delayed, is not effected or is in error for any reason, except to the extent that the liability is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

## 10. Your Liability

- 10.1.** A receipt or reference number will be issued for Transfers and Bill Payment transactions performed using Internet Banking. You should record all Internet Banking transactions for checking against your regular Account statement.
- 10.2.** You are liable for all transactions carried out by you or by anyone carrying out a transaction with your authority, knowledge or consent, regardless of when the transaction is processed to your Account, except to the extent that the liability is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).
- 10.3.** You are liable (and where an Account is in joint names you are jointly and severally liable) for all transactions and other losses caused by unauthorised use, subject to clause 11 below.
- 10.4.** If you use an obvious Password such as part of your name or date of birth, you may be liable for any losses which occur as a result of unauthorised use of the Password before you notify us that the password has been misused or become known to someone else.

## 11. Limit of your liability

- 11.1.** You will not be liable for unauthorised operations on an account for which the correct membership number and password are used if you:
- (a) were in no way responsible for the member number, account type, password and/or security code becoming known to an unauthorised user and you can prove this to us;
  - (b) notify us promptly (by emailing us at [banking@racq.com.au](mailto:banking@racq.com.au) or calling 13 1905) when you become aware or suspect that an unauthorised operation has taken place;
  - (c) have instructed us by phone or visited one of our stores to cancel an additional card held on your account, and there is unauthorised use of the additional card following cancellation;
  - (d) check your Account statements for unauthorised operations as soon as you receive them;
  - (e) give all necessary assistance and co-operation regarding any investigation of the circumstance giving rise to the unauthorised operation; and

- 11.2.** You will not be liable for losses resulting from an unauthorised transaction that can be made using an Identifier without a Password or Security Code.

## **12. Cancelling, suspending, or terminating internet banking and/or mobile banking**

- 12.1.** You may cancel or suspend your access to Internet Banking and/or Mobile Banking at any time by giving us written notice or calling our Contact Centre.
- 12.2.** We may:
- (a) suspend your use of Internet Banking and/or Mobile Banking at any time and without advance notice if we believe the service is being misused in a manner that would cause loss to you or to RACQ Bank or does not comply with the Acceptable Use Policy (section 3).
  - (b) terminate your Internet Banking and/or Mobile Banking access at any time by writing or emailing to you at the address last recorded on our system.
- 12.3.** We reserve the right to, acting reasonably, cancel, discontinue or suspend Internet Banking or any part of it and/or Mobile Banking without advance notice if we reasonably believe it is necessary or appropriate, for example when we believe that there is a risk of fraud or security breach, or when you have not accessed the service for a lengthy period or all the accounts which you access have been closed or are inactive. We will inform you in writing after we cancel your access.
- 12.4.** If you want to use Internet Banking or Mobile Banking at a later date, you may ask us to register or activate you again.
- 12.5.** If you replace your Mobile Banking Device, you can call our Contact Centre to delete the registration of that device for Mobile Banking purposes. When you download the Mobile Banking App on your new Mobile Banking Device and login, that device will be registered for Mobile Banking.
- 12.6.** If you change your Mobile Device Number, you can call our Contact Centre to update your details and register the new Mobile Device Number for SMS security.

## **13. Fees and Charges**

- 13.1.** Details of any fees and charges applicable are available on request from us, or on the fees and charges section of our website.
- 13.2.** We:
- (a) reserve the right to, acting reasonably, introduce and vary fees and charges for Internet Banking or Mobile Banking transactions and use of Internet Banking or Mobile Banking;
  - (b) may debit fees and charges to your Account.
- 13.3.** We will advise you of any change to fees and charges by no later than the day the change takes effect. We will advise you of any new fees and charges or increase in your obligations at least 30 days before the change. We will notify you of changes by:
- (a) post, to the address recorded in our records or to a mailing address you nominate;
  - (b) fax;
  - (c) email or other electronic means (including but not limited to an SMS, app notification, social media notification or other digital message with a hyperlink or similar connection, or notification that a statement or information is available within Internet Banking or on our website);
  - (d) advertisement in local or national media; or
  - (e) announcement via a newsletter or our website.

## **14. Changes to Terms and Conditions**

- 14.1.** We may change these Terms and Conditions and BPAY fees and charges from time to time for one of more of the following reasons:
- (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
  - (b) to reflect any decision of a court, ombudsman or regulator;
  - (c) to reflect a change in our systems or procedures, including for security reasons;
  - (d) to respond to changes in the cost of providing Internet Banking or Mobile Banking;
  - (e) to make these Terms and Conditions clearer or to add features,
- but will only do so in order to protect our legitimate business interests, and only to the extent reasonably required to do this.
- 14.2.** We are not obliged to give you advance notice if an immediate change to these Terms and Conditions is deemed necessary for the security of our systems or individual accounts.
- 14.3.** If you are unhappy with the changes we have made to these Terms and Conditions, you can terminate your access to Internet Banking and / or Mobile Banking.

- 14.4.** We will notify you at least 30 days before the effective date of change if the change to the Terms and Conditions will:
- (a) introduce a new fee or charge;
  - (b) change the minimum balance to which an account keeping fee applies; or
  - (c) change the number of fee free transactions permitted on an account.
- 14.5.** We will notify you at least 20 days before the effective date of change or such other longer period as may be required by law if the change to the Terms and Conditions will:
- (a) increase your liability for losses in relation to an access facility; or
  - (b) impose, remove or adjust daily or periodic limits on amounts which may be transacted via BPAY, Visa Debit card or rediCARD
  - (c) vary any other term or condition that may have an adverse effect on you.
- 14.6.** We will notify you of changes by:
- (a) post, to the address recorded in our records or to a mailing address you nominate;
  - (b) fax;
  - (c) email or other electronic means (including but not limited to an SMS, app notification, social media notification or other digital message with a hyperlink or similar connection, or notification that a statement or information is available within Internet Banking or on our website);
  - (d) advertisement in local or national media; or
  - (e) announcement via a newsletter or our website.
- 14.7.** If no period of notice is needed under any relevant law, the ePayments Code or the Customer Owned Banking Code of Practice, we can make changes to these Terms and Conditions immediately and you might not be told of these changes before they happen. We can give you notice in any way permitted by law or the Code of Practice including notice through the RACQ Bank Internet Banking website or Mobile Banking App.
- 14.8.** We are not obliged to give you advance notice if a variation involving an interest rate, fee or charge will result in a reduction in your obligations
- 14.9.** Information on our current interest rates and fees and charges is available on request. Interest rates are subject to change.
- 14.10.** If you do not wish your daily limit on transacted amounts via BPAY to be increased you must notify us before the effective date of change. Otherwise, once you access the increased transaction limit, you will be deemed to have consented to the increase.
- 14.11.** BPAY is owned and operated by third parties. If the rules and regulations of BPAY require that these Terms and Conditions be changed, in any way at any time, (including without prior or full notice to you) then we will have the right to change these Terms and Conditions accordingly
- 14.12.** If you change your address and do not tell us, you are considered to be notified if we write to the old address
- 14.13.** You may at any time request in writing that we withdraw your access to the service. You will remain responsible for any transactions made on your account using the service until the request had been received and processed by us.

## 15. Disputed Transactions

- 15.1.** If you have a problem or complaint about Internet Banking or Mobile Banking, please report it to us immediately. We will investigate your complaint and write to you as soon as possible giving you reasons for our decision.
- 15.2.** If you do not accept our response to your complaint, you may arrange to have the matter dealt with in accordance with RACQ Bank's dispute resolution procedures
- 15.3.** Details of the dispute resolution procedures are outlined in our RACQ Bank Terms and Conditions and are also contained in a separate brochure which is available from any of the RACQ Bank stores or by calling 13 1905. Clause 711 covers disputes relating to BPAY transactions.

## 16. Transfer of Funds to other institutions

- 16.1.** Transfers made to other financial institutions will be made to the BSB and Identifier or PayID you provide. Where there is a Mistaken Internet Payment:
- (a) the funds may be credited to the account of an unintended recipient or the Transfer might not be made at all; and
  - (b) it may not be possible to recover the funds from the unintended recipient.
- 16.2.** We do not check that the BSB and Account numbers or PayID are accurate. We are not responsible for any inaccuracy in instructions that you give, nor are we responsible for the information the payee receives in relation to the Transfer.

**16.3.** Once your Account is debited, funds will be transferred to the other institution:

- (a) in near real time, or on the future date you have selected, if the transfer can be made through the NPP or PayTo;
- (b) if the transfer cannot be made through the NPP, in the following way:

If you do not ask us to make the transfer on a future date, on the day the instruction is given provided the Bank receives the instruction before the Cut-Off Time on a Business Day; and

If you ask us to make the transfer on a future date, on that date provided it is a Business Day (or if it is not, on the next Business Day).

**16.4.** The Bank cannot control (and is not responsible for) when, or if, the payee's financial institution processes your instructions or the fees that financial institutions may charge to process your instructions. We cannot advise when, or if, the payee's financial institution will process your instructions. To ensure that you know when and if your instructions have been successfully completed, please ensure that your email address is correct.

**16.5.** Once the Bank processes your transfer instruction, the Bank is reliant on the payee's financial institution to advise whether your instructions have been successfully processed. If we are advised by the payee's financial institution that the Transfer has been unsuccessful, we will advise you of the same, however this may take up to 2 weeks, sometimes longer, depending on the other financial institution. The Bank has obligations in relation to investigating and recovering funds sent as NPP or Internet Payments but not received by the payee. The process is set out in clause 17.

**16.6.** Monetary limits and thresholds apply to your use of Internet Banking and Mobile Banking transactions. The Bank may change any transaction limit or impose new transaction limits by giving you notice in accordance with clause 14 of these Terms and Conditions. The limits below apply unless you have asked for, and we have confirmed, a different daily limit for BPAY payments or transfers to payees:

- (a) The Internet Banking and Mobile Banking standard limit applied for transfers to accounts held with other financial institutions is \$10,000.00 per membership, per day;
- (b) The NPP limit is \$1000 per membership per day.

## 17. Mistaken Internet Payments

**17.1.** If you report to us that a Mistaken Internet Payment has been made how it is dealt with will depend on when you report it to us. The details of the applicable processes are set out below.

**17.2.** Process where you have made a Mistaken Internet Payment and reported it within 10 business days of making the payment.

- (a) We will as soon as reasonably possible and by no later than 5 business days from receiving your report, send the other financial institution a request for the return of the funds.
- (b) If there are sufficient credit funds available in the account of the unintended recipient and both we and the other financial institution (which holds the account to which the reported Mistaken Internet Payment was made) are satisfied that a Mistaken Internet Payment occurred, then the other financial institution must return the funds to us within 5 to 10 business days of receiving our request.
- (c) We will then return the funds to your account as soon as practicable.

**17.3.** Process where you have made a Mistaken Internet Payment and is reported it between 10 business days and 7 months of making the payment:

- (a) We will as soon as reasonably possible and by no later than 5 business days from receiving your report send the other financial institution a request for the return of the funds.
- (b) If there are sufficient credit funds available in the account of the unintended recipient and we are satisfied that a Mistaken Internet Payment occurred, we will ask the other financial institution to investigate (which must be completed within 10 business days of receiving our request).
- (c) If, after the investigation is completed, the other financial institution is satisfied that a Mistaken Internet Payment occurred, they must prevent the unintended recipient from withdrawing the funds mistakenly paid for a further 10 business days.
- (d) The other financial institution must notify the unintended recipient that the funds will be withdrawn from their account unless they can establish that they are entitled to the funds within the 10-business day period (commencing on the day the unintended recipient was prevented from withdrawing the funds).
- (e) If the unintended recipient does not, within 10 business days establish that they are entitled to the funds, the other financial institution must return the funds to us within 2 business days of the expiry of the 10-business day period. The unintended recipient will be prevented from withdrawing the funds during this time.
- (f) We will then return the funds to your account as soon as practicable.

**17.4.** Process where you have made a Mistaken Internet Payment and reported it after 7 months of making the payment:

- (a) We will as soon as reasonably possible and by no later than 5 business days from receiving your report send the other



financial institution a request for the return of the funds

- (b) If there are sufficient funds available in the account of the unintended recipient and both us and the other financial institution are satisfied that a Mistaken Internet Payment was made, the other financial institution must seek the consent of the unintended recipient to return the funds mistakenly paid.
- (c) If the unintended recipient consents, the other financial institution must return the funds to us.
- (d) We will then return the funds to your account as soon as practicable.

**17.5.** Process where Mistaken Internet Payment is reported at any time but the other financial institution not satisfied that a Mistaken Internet Payment was made:

- (a) If we are satisfied that a Mistaken Internet Payment occurred, but the other financial institution is not satisfied, but there are sufficient credit funds available in the account of the unintended recipient, the other financial institution may seek the consent of the unintended recipient to return the funds.
- (b) If the unintended recipient consents, the other financial institution must return the funds to us.
- (c) We will then return the funds to your account as soon as practicable.

**17.6.** Process where Mistaken Internet Payment is reported at any time but there are insufficient credit funds remaining in the unintended recipient's account:

- (a) If both us and the other financial institution are satisfied that a Mistaken Internet Payment was made, yet there are not sufficient credit funds available in the account of the unintended recipient to the full value of the Mistaken Internet Payment, the other financial institution must use reasonable endeavours to retrieve the funds from the unintended recipient (for example, by facilitating repayments in instalments).

**17.7.** Process where Mistaken Internet Payment is reported at any time, but we are not satisfied that a Mistaken Internet Payment occurred:

- (a) We are not required to take any further action but may seek the consent of the unintended recipient to return the funds to the other financial institution.
- (b) The party who made the Mistaken Internet Payment will be liable for any loss.

**17.8.** In all instances, we will advise you of the outcome of the investigation of a reported Mistaken Internet Payment in writing within 30 business days of the day on which the report was made.

**17.9.** When a Mistaken Internet Payment sent to you is reported to us, we must within 5 business days of receiving the request:

- (a) acknowledge the request for the return of funds by the other financial institution; and
- (b) advise the other financial institution if there are sufficient funds in your account to cover the mistaken payment.

**17.10.** If we are satisfied that a Mistaken Internet Payment to you has occurred, we will take action as follows:

- (a) if sufficient credit funds are available in your Account to the value of that payment; and
- (b) for Mistaken Internet Payments reported between 10 Business Days and 7 months of the payment, and you do not establish that you are entitled to the payment within 10 Business Days, we will, without your consent, deduct from your Account an amount equal to that mistaken payment and send that amount to the sending financial institution.

**17.11.** 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 will exercise our discretion based on a range of relevant factors to weigh the interests of the sending consumer against that of you, the unintended recipient, in line with our obligations outlined in the ePayments Code.

**17.12.** 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.

## **18. Mobile Banking Security**

**18.1.** As balances can be viewed on a mobile device screen without use of a PIN or unlocking the screen, appropriate use of the functionality is the responsibility of the customer. To protect your Accounts and personal information, RACQ Bank recommends setting a PIN or password or using fingerprint logon on your Mobile Device, and, for additional protection, installing and enabling remote wipe software on your Mobile Device. It is also recommended that a PIN is enabled on the Mobile Banking App as a further security measure.

**18.2.** Make sure nobody else knows the PIN or password for your Mobile Banking Device or Mobile Banking App. Because your Mobile Banking Device can access your Accounts, any person who knows your Mobile Device or Mobile Banking App PIN or password can instruct us to perform transactions and we will assume that you have authorised the transaction.

## **19. Eligible Mobile Devices and Access**

- 19.1.** Not all Mobile Devices may be capable of accessing and using Mobile Banking. You are responsible for using, having or obtaining a compatible Mobile Device in connection with any use of the service.
- 19.2.** We will make reasonable efforts to:
- (a) ensure that Mobile Banking is available during the hours specified by us from time to time; and
  - (b) ensure that information we make available to you through Mobile Banking is correct.
- 19.3.** RACQ Bank is not responsible for:
- (a) Any inability of a Mobile Device to access the service;
  - (b) The availability of Mobile Banking on your Mobile Device. Availability may be affected by your telecommunications connection in order to access this service. As a result, RACQ Bank cannot guarantee that you will be able to access Mobile Banking at all times;
  - (c) Any loss or damage to a mobile device resulting from your access or use or attempted use of Mobile Banking;
  - (d) Any charges relating to your use of a Mobile Device for the purposes of Mobile Banking;
  - (e) The security of your Mobile Device which you will use to access Mobile Banking. When you have completed your banking, you should log out of the Mobile Banking App.
- 19.4.** If you travel outside of Australia you may still have access to the Mobile Banking service. You should check with your telephone communications provider whether the Mobile Device will be able to use a network in those countries in which you are travelling. RACQ Bank is not liable for any additional costs you incur

## 20. Notifications on your Mobile Banking Device

### 20.1 Notices and statements

- (a) We may send you notices and statements of account:
  - i. by personal delivery or by post, to the address recorded in our records or to a mailing address you nominate;
  - ii. by facsimile transmission to the fax number recorded in our records or to the fax number you nominate;
  - iii. by email or other electronic means (including but not limited to SMS, app notification, social media notification or other digital message with a hyperlink or similar connection, or notification that a statement or information is available within Internet Banking or on our website);
  - iv. by advertisement in the media (this is applicable for some notices only); or
  - v. by any other way authorised or permitted by law.
- (b) You can vary your nominated email address or mobile phone number at any time.
- (c) We may send your statement of account by electronic means only (eStatements). However, you may specifically opt out of receiving eStatements and request to revert to paper-based statements at any time by self-service through logging into your account online or by visiting our branch or engaging our contact centre
- (d) If we send you a notice or statement of account to a postal address, fax number, email address or mobile phone number you nominate, or provide you a notice or statement in another manner you agree to, you accept that the notice or statement of account is received by you at the time it is sent or provided or, if sent by post, within normal postal delivery time.
- (e) The notice may be signed by any employee, solicitor, or agent on our behalf.

### 20.2 Notifications on your Mobile Banking Device

- (a) We may send you notifications, including any SMS alert or email alert regarding your Accounts, to your Mobile Banking Device.
- (b) Anyone who has access to your Mobile Banking Device (including if you lend it to someone else or it is lost or stolen) will be able to see your notifications.
- (c) In some instances, notifications may not reach your Mobile Banking Device due to the requirements or limitations of the communications network or system outages or due to factors beyond our control, such as your internet connection
- (d) We may, acting reasonably and without advance notice to you, temporarily suspend or terminate the notifications feature for the safety and security of our systems or to manage loss to you or us.

## 21. Lost or stolen Mobile Banking Device

- 21.1.** If you suspect the security of your Access Codes has been breached, your Mobile Banking Device or your Mobile Banking App PIN or password has been lost, stolen or misused, or an unauthorised transaction has occurred on your Account you must call our Contact Centre to change your Access Code (if possible) and ensure that your Mobile Banking Device is de-registered as a Mobile Banking Device and for any Mobile Banking services.
- 21.2.** Please refer to clause 14 of this Terms and Conditions for any disputed transactions, problems or complaints in respect of Mobile Banking.

## 22. Making and Receiving NPP Payments using PayID

- 22.1.** PayID is the NPP Payment addressing service that enables payers to make NPP Payments to payees using an alternative identifier instead of a BSB and Account number.
- This clause describes how you can register, transfer, update and close PayIDs. By reading and accepting these Terms of Use, you are opting in to the service.
- We enable most – but not all – PayID Types to be used to create PayIDs. We support most – but not all – types of NPP Payment.
- 22.2.** Before you can use your PayID to receive NPP Payments to your Account you have to satisfy us that you either own or have the right to use your chosen PayID and you have to have an Account that permits the making of NPP Payments or the receipt of NPP Payments. Information about Accounts that permit NPP Payments access is contained in the Bank's Terms and Conditions. Where available, NPP Payments will be presented as a payment option.
- 22.3.** Whether you choose to create a PayID for your Account or not, you and each Authorised User may use a payee's PayID to make particular types of NPP Payments to them from your Account provided that:
- (a) we and the payee's financial institution support the particular NPP Payment service; and
  - (b) the payee's account is eligible to receive the particular NPP Payment.
- 22.4.** Even though PayIDs are much easier to use than a BSB and account number, you still must ensure you enter the correct PayID details and check the payee's PayID name before sending a payment. If you do make a mistake, you should contact us immediately.
- For terms of:
- (a) how the PayID service may be used for particular NPP Payment services, including details of when your Account may be debited or credited, and your obligations to input correct PayID details and to check payee's PayID Name before sending an NPP Payment see <http://www.payid.com.au/>; and
  - (b) our right to recover Misdirected Payments and unauthorized (including fraudulent) NPP Payments go to clause 16.
- NB:** The creation of a PayID is optional and provides a more convenient way to make payments, however, payments can be made and received without a PayID.

### Choosing a PayID and PayID Name

- 22.5.** You can review the full list of PayID Types we support at <https://www.racq.com.au/payid>. We may update this list from time to time.
- 22.6.** You may create a PayID as long as it is a supported PayID Type. Some PayID Types, for example Organisation IDs, are restricted to business customers and organisations. Only eligible customers will be able to register a PayID that is a restricted PayID Type. RACQ Bank supports the following PayID Types:
- (a) Mobile Phone Number; and
  - (b) Email Address;
- Other PayID Types may be supported at a later date.
- 22.7.** You must satisfy us that you own or have the right to use your chosen PayID before you can use it to receive NPP Payments. This means we may, acting reasonably, ask you to provide evidence to establish this to our satisfaction, whether you are already registered for any other mobile banking or online banking or online payment services with us or not.
- 22.8.** Depending on the policy of a payer's financial institution, your PayID Name may be displayed to payers who send NPP Payments to you. At the same time you create your PayID, we will either:
- (a) issue you a PayID Name; or
  - (b) enable you to select your own PayID Name, such as your business name.
- 22.9.** We will not permit selection of a PayID Name that we consider could mislead or deceive a payer into sending you NPP Payments intended for another payee. We will take reasonable steps to prevent the selection of a PayID Name that is likely to mislead or deceive a payer into sending you NPP Payments intended for another payee, or which for any reason is inappropriate.

### Register your PayID

- 22.10.** You can register a PayID for receiving NPP Payments at by logging into your Internet Banking and clicking on the "Register a PayID" link. We will not register a PayID for you without your prior consent.
- 22.11.** You may choose to activate one or more PayIDs for your Account. You may, for example, activate two telephone numbers as PayIDs for receiving NPP Payments to your Account [or a mobile and an email address].
- 22.12.** If your Account is a joint account, you and each other joint account holder can create a unique PayID for the Account.

- 22.13.** Once a PayID is created and associated in the PayID service with your Account, it may not be used in relation to any other account with us or with any other financial institution. See clause 21.16 to 21.19 for details on transferring PayIDs.
- 22.14.** The PayID service does not support duplicate PayIDs. If you try to create a PayID for your Account which is identical to another PayID in the service, you will be directed to contact us calling us on 13 1905. We cannot disclose the details of duplicate PayIDs.
- 22.15.** You must ensure your PayID details are up to date. If your PayID details need to change, you can transfer your PayID to another account or close your PayID, as below.

### Transferring your PayID to another Account

- 22.16.** You can transfer your PayID to another account with us, or to an account with another financial institution by calling us on 13 1905.
- 22.17.** A transfer of your PayID to another account with us will generally be effective within 24 hours, unless we notify you otherwise.
- 22.18.** A transfer of your PayID to another financial institution is completed by that institution. Until the transfer is completed, NPP Payments to your PayID will be directed to your Account with us. If the other financial institution does not complete the transfer within 14 days, the transfer will be deemed ineffective and your PayID will remain with your Account. You can try to transfer your PayID at any time.
- 22.19.** A locked PayID cannot be transferred: see clause 21.24

### Transferring your PayID from another Financial Institution to your Account

- 22.20.** To transfer a PayID that you created for an account with another financial institution to your Account with us, you will need to start the process with that financial institution.

### Closing a PayID

- 22.21.** To close your PayID, please contact us by calling on 13 1905.
- 22.22.** You must notify us promptly if you no longer own or have authority to use your PayID.

### Locking and Unlocking a PayID

- 22.23.** We monitor PayID use to manage fraud. You acknowledge and consent to us locking your PayID if we reasonably suspect use of your PayID to procure NPP Payments fraudulently.
- 22.24.** Request to unlock a locked PayID may be made by calling us on 13 1905.

### NPP Payments

- 22.25.** We will ensure that your PayID and Account details are accurately recorded in the PayID service.
- 22.26.** Where we and the sending financial institution determine that an NPP Payment made to your account is either a Mistaken Payment or a Misdirected Payment, we may, without your consent, and subject to complying with any other applicable terms and conditions, deduct from your Account an amount equal to that Mistaken Payment or Misdirected Payment. We will notify you if this occurs.

### Privacy

- 22.27.** By creating your PayID you acknowledge that you consent to our recording of your PayID and Account details in the PayID service to enable payers to make NPP Payments to you, and to the extent that such recording and use constitutes a disclosure and use of personal information within the meaning of the Privacy Law, consent to that disclosure and use.

® Registered to BPAY Pty Ltd ABN 69 079 137 518

## 23. PayTo service

### Creating a Payment Agreement

- 23.1.** The PayTo service allows payers to establish and authorise Payment Agreements with Merchants or Payment Initiators who offer the PayTo service as a payment option.
- 23.2.** If you elect to establish a Payment Agreement with a Merchant or Payment Initiator that offers PayTo payment services, you will be required to provide the Merchant or Payment Initiator with your personal information including BSB/Account number or PayID. You are responsible for ensuring the correctness of the Account number or PayID you provide for the purpose of establishing a Payment Agreement. Any personal information or data you provide to the Merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of the relevant Merchant or Payment Initiator.

- 23.3.** Payment Agreements must be recorded in the PayTo database in order for NPP Payments to be processed in accordance with them. The Merchant or Payment Initiator is responsible for creating and submitting a record of each Payment Agreement to their financial institution or payments processor for inclusion in the PayTo database. The PayTo database will notify us of the creation of any Payment Agreement established using your Account or PayID details. We will deliver a notification of the creation of the Payment Agreement to you via SMS or email and provide details of the Merchant or Payment Initiator named in the Payment Agreement, the payment amount and payment frequency (if these are provided to seek your confirmation of the Payment Agreement). You may confirm or decline any Payment Agreement presented for your approval. If you confirm, we will record your confirmation against the record of the Payment Agreement in the PayTo database and the Payment Agreement will then be deemed to be effective. If you decline, we will note that against the record of the Payment Agreement in the PayTo database.
- 23.4.** We will process payment instructions in connection with a Payment Agreement, received from the Merchant's or Payment Initiator's financial institution, only if you have confirmed the associated Payment Agreement. Payment instructions may be submitted to us for processing immediately after you have confirmed the Payment Agreement so you must take care to ensure the details of the Payment Agreement are correct before you confirm them. We will not be liable to you or any other person for loss suffered as because of processing a payment instruction submitted under a Payment Agreement that you have confirmed.
- 23.5.** If a Payment Agreement requires your confirmation within a timeframe stipulated by the Merchant or Payment Initiator, and you do not provide confirmation within that timeframe, the Payment Agreement may be withdrawn by the Merchant or Payment Initiator.
- 23.6.** If you believe the payment amount or frequency or other detail presented is incorrect, you may decline the Payment Agreement and contact the Merchant or Payment Initiator and have them amend and resubmit the Payment Agreement creation request.

### Amending a Payment Agreement

- 23.7.** Your Payment Agreement may be amended by the Merchant or Payment Initiator from time to time, or by us on your instruction.
- 23.8.** We will send you notification/s of proposed amendments to the payment terms of the Payment Agreement requested by the Merchant or Payment Initiator. Such amendments may include variation of the payment amount, where that is specified in the Payment Agreement as a fixed amount, or payment frequency. The PayTo database will notify us of the amendment request. We will deliver a notification of the proposed amendment to you via SMS or email for your approval. You may confirm or decline any amendment request presented for your approval. If you confirm, we will record the confirmation against the record of the Payment Agreement in the PayTo database and the amendment will then be deemed to be effective. If you decline, the amendment will not be made. A declined amendment request will not otherwise affect the Payment Agreement.
- 23.9.** Amendment requests which are not confirmed or declined within 5 calendar days of being sent to you, will expire. If you do not authorise or decline the amendment request within this period, the amendment request will be deemed to be declined.
- 23.10.** If you decline the amendment request because it does not reflect the updated terms of the agreement that you have with the Merchant or Payment Initiator, you may contact them and have them resubmit the amendment request with the correct details. We are not authorised to vary the details in an amendment request submitted by the Merchant or Payment Initiator.
- 23.11.** Once an amendment request has been confirmed by you, we will promptly update the PayTo database with this information.
- 23.12.** Once a Payment Agreement has been established, you may instruct us to amend your name or Account details in the Payment Agreement only. Account details may only be replaced with the BSB and account number of an account you hold with us. We may decline to act on your instruction to amend your Payment Agreement if we are not reasonably satisfied that your request is legitimate. You may not request us to amend the details of the Merchant or Payment Initiator, or another party.

### Pausing your Payment Agreement

- 23.13.** You may instruct us to pause and resume your Payment Agreement by logging into your Internet Banking and clicking on Transfer & Payments menu and selecting My Payment Agreements or by phoning 13 905. We will act on your instruction to pause or resume your Payment Agreement promptly by updating the record of the Payment Agreement in the PayTo database. The PayTo database will notify the Merchant's or Payment Initiators financial institution or payment processor of the pause or resumption. During the period the Payment Agreement is paused, we will not process payment instructions in connection with it. We will not be liable for any loss that you or any other person may suffer because of the pausing of a Payment Agreement that is in breach of the terms of an agreement between you and the relevant Merchant or Payment Initiator.
- 23.14.** Merchants and Payment Initiators may pause and resume their Payment Agreements. We will not be liable for any loss that you or any other person may suffer because of the pausing of a Payment Agreement by the Merchant or Payment Initiator.



## Cancelling your Payment Agreement

- 23.15.** You may instruct us to cancel a Payment Agreement on your behalf by logging into your Internet Banking and clicking on Transfer & Payments menu and selecting My Payment Agreements or by phoning 13 1905. We will act on your instruction promptly by updating the record of the Payment Agreement in the PayTo database. The PayTo database will notify the Merchant's or Payment Initiator's financial institution or payment processor of the cancellation. You will be liable for any loss that you suffer because of the cancellation of a Payment Agreement that is in breach of the terms of an agreement between you and the relevant Merchant or Payment Initiator (for example, any termination notice periods that have not been adhered to).
- 23.16.** Merchants and Payment Initiators may cancel Payment Agreements. We will not be liable to you or any other person for loss incurred because of cancellation of your Payment Agreement by the Merchant or Payment Initiator.

## Migration of Direct Debit arrangements

- 23.17.** Merchants and Payment Initiators who have existing Direct Debit arrangements with their customers, may establish Payment Agreements for these, as Migrated Direct Debits DDR Mandates, in order to process payments under those arrangements via the NPP rather than the Bulk Electronic Clearing System (BECS). If you have an existing Direct Debit arrangement with a Merchant or Payment Initiator, you may be notified by them that future payments will be processed from your Account under the PayTo service. You are entitled to prior written notice of variation of your Direct Debit arrangement and changed processing arrangements, as specified in your Direct Debit Service Agreement, from the Merchant or Payment Initiator. If you do not consent to the variation of the Direct Debit arrangement you must advise the Merchant or Payment Initiator. We are not obliged to provide notice of a Migrated DDR Mandate to you for you to confirm or decline. We will process instructions received from a Merchant or Payment Initiator on the basis of a Migrated DDR Mandate.
- 23.18.** You may amend, pause (and resume), cancel, or transfer your Migrated DDR Mandates, or receive notice of amendment, pause or resumption, or cancellation initiated by the Merchant or Payment Initiator by logging into your Internet Banking and clicking on Transfer & Payments menu and selecting My Payment Agreements or by phoning 13 1905.

## General

### Your responsibilities

- 23.19.** You must ensure that you carefully consider any Payment Agreement creation request, or amendment request made in respect of your Payment Agreement or Migrated DDR Mandates and promptly respond to such requests. We will not be liable for any loss that you suffer as a result of any payment processed by us in accordance with the terms of a Payment Agreement or Migrated DDR Mandate, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).
- 23.20.** You must notify us promptly if you no longer hold or have authority to operate the account from which a payment/s under a Payment Agreement or Migrated DDR Mandate have been /will be made.
- 23.21.** You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a Payment Agreement or Migrated DDR Mandate for misuse, fraud or for any other reason. We will not be responsible for any loss that you suffer as a result of you not promptly responding to such a notification.
- 23.22.** You are responsible for ensuring that you comply with the terms of any agreement that you have with a Merchant or Payment Initiator, including any termination notice periods. You acknowledge that you are responsible for any loss that you suffer in connection with the cancellation or pausing of a Payment Agreement or Migrated DDR Mandate by you which is in breach of any agreement that you have with that Merchant or Payment Initiator.
- 23.23.** You are responsible for ensuring that you have sufficient funds in your account to meet the requirements of all your Payment Agreements and Migrated DDR Mandates. Subject to any applicable laws and binding industry codes, we will not be responsible for any loss that you suffer because of your account having insufficient funds. Our RACQ Bank Terms and Conditions, which can be obtained at any of our Bank branches, by calling 13 1905 or online at [racq.com/downloads](http://racq.com/downloads), will apply in relation to circumstances where there are insufficient funds in your account.
- 23.24.** If you receive a Payment Agreement creation request or become aware of payments being processed from your Account that you are not expecting or experience any other activity that appears suspicious or erroneous, please report such activity to us by contacting 13 1905.
- 23.25.** From time to time, you may receive a notification from us via SMS or email, requiring you to confirm that all your Payment Agreements and Migrated DDR Mandates are accurate and up to date. You must promptly respond to any such notification. Failure to respond may result in us pausing the Payment Agreement/s or Migrated DDR Mandate/s.
- 23.26.** If you use a smartphone to do your banking, we recommend that you allow notifications from [noreplybanking@racq.com.au](mailto:noreplybanking@racq.com.au) to your smartphone to ensure that you're able to receive and respond to Payment Agreement creation requests, amendment requests and other notifications in a timely way.



- 23.27.** Use of the facilities that we provide to you in connection with establishing and managing your Payment Agreements and Migrated DDR Mandates is required to meet our Mobile and Internet banking acceptable use policy in these Terms and Conditions. You are also responsible for ensuring that: (i) all data you provide to us or to any Merchant or Payment Initiator that subscribes to the PayTo service is accurate and up to date; (ii) you do not use the PayTo service to send threatening, harassing or offensive messages to the Merchant, Payment Initiator or any other person; and (iii) any passwords/PINs needed to access the facilities we provide are kept confidential and are not disclosed to any other person.
- 23.28.** Where an intellectual property infringement claim is made against you, we will have no liability to you under this agreement to the extent that any intellectual property infringement claim is based upon: (a) modifications to Our intellectual property by or on behalf of you in a manner that causes the infringement; and (b) your failure to use Our intellectual property in accordance with this agreement.

## Our responsibilities

- 23.29.** We will accurately reflect all information you provide to us in connection with a Payment Agreement or a Migrated DDR Mandate in the PayTo database.
- 23.30.** We may monitor your Payment Agreements or Migrated DDR Mandates for misuse, fraud, and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreement or Migrated DDR Mandate s if we reasonably suspect misuse, fraud, or security issues. We will promptly notify you of any such action to pause or cancel your Payment Agreement.
- 23.31.** If you become aware of a payment being made from your Account, that is not permitted under the terms of your Payment Agreement or Migrated DDR Mandate or that was not authorised by you, please contact us as soon as possible by phoning 13 1905 and submit a claim. We will not be liable to you for any payment made that was in fact authorised by the terms of your Payment Agreement or Migrated DDR Mandate.

## Privacy

- 23.32.** By confirming a Payment Agreement and / or permitting the creation of a Migrated DDR Mandate against your Account with us, you acknowledge that you authorise us to collect, use and store your name and Account details (amongst other information) and the details of your Payment Agreement/s and Migrated DDR Mandates in the PayTo database, and that these details may be disclosed to the financial institution or payment processor for the Merchant or Payment Initiator, for the purposes of creating payment instructions and constructing NPP Payment messages and enabling us to make payments from your Account.

## Things to note

Banking and loan products issued by Members Banking Group Limited ABN 83 087 651 054 AFSL/Australian credit licence 241195 trading as RACQ Bank. Terms, conditions, fees, charges and lending policies apply. This is general advice only and may not be right for you. This information does not take your personal objectives, circumstances or needs into account. Read the disclosure documents for your selected product or service, including the Financial Services Guide and the Terms and Conditions, and consider if appropriate for you before deciding.

Except for RACQ Bank, any RACQ entity referred to on this page is not an authorised deposit- taking institution for the purposes of the Banking Act 1959 (Cth). That entity's obligations do not represent deposits or other liabilities of RACQ Bank. RACQ Bank does not guarantee or otherwise provide assurance in respect of the obligations of that entity, unless noted otherwise.

\*The Apple logo and Apple Pay are trademarks of Apple Inc., registered in the U.S. and other countries. Google Pay, and the Google Pay Logo are trademarks of Google Inc. Samsung Pay is a trademark or registered trademark of Samsung Electronics Co., Ltd.