



## **Savings & Investment Accounts**

Terms & Conditions

Part A: General Information

1 July 2019

These Terms and Conditions for the Savings and Investment Accounts issued by Delphi Bank consist of two separate documents:

**Part A: General Information (this document) and Part B: Account and Service Charges**

These Terms and Conditions for the Savings and Investment Accounts consist of two separate documents:

Part A: General Information (this document) and Part B: Account and Service Charges. These documents set out the Terms and Conditions that apply to a number of our products. You should read Part A and Part B before deciding to open any of our Savings and Investment Accounts or using the access facilities on these accounts (e.g. cheque, a Visa Debit card or Online Banking). If you have not received both Parts or would like further information relating to these products, please contact us on 1300 660 550, email [service@delphibank.com.au](mailto:service@delphibank.com.au) or enquire at one of our branches.

See page 61 of this document for the definitions of words used in the Terms and Conditions.

The information in the Terms and Conditions is up to date as at the date of this document. Some contents of the Terms and Conditions may change from time to time. Information about other changes can be obtained at any time from us at one of our branches, from our website [www.delphibank.com.au](http://www.delphibank.com.au) or by telephone on 1300 660 550. We can provide to you a paper copy of any updated information, free of charge, upon your request.

This product is issued by Delphi Bank – A Division of Bendigo and Adelaide Bank Limited, ABN 11 068 049 178 AFSL / Australian Credit Licence 237879.

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# Introduction

This document contains important information about the significant features and the Terms and Conditions for the Bank's following accounts:

- Fixed Term Deposit Account
- Savings Account
- Liberty Account
- Midas Account
- Cash Management Account
- Junior Smart Saver Account
- Business Cheque Account
- Passbook Account
- Odyssey 55 Account

The Terms and Conditions also let you know how to access these accounts.

The Terms and Conditions are designed to provide you with information that will help you decide which type of Deposit Account will meet your needs. You should read the Terms and Conditions in full and ask us any questions you may have before you decide to open an account. If you do open an account, you should keep the Terms and Conditions for your future reference.

The Terms and Conditions have been prepared without taking into account your specific objectives, financial situation or needs. You should therefore consider the appropriateness of the accounts and the Terms and Conditions, in light of your objectives, financial situation and needs, before opening an account. This may require advice from a professional adviser.

When you open an account with Delphi Bank you are entering into a contract with the Bank in relation to your account. That contract is made up of:

- Parts A and B of the Terms and Conditions;
- The Application Form for your account;
- The Account Operating Authority for your account; and
- The Signatory Information Form for your account.

Together, these documents govern the relationship between you and Delphi Bank in relation to all accounts in your name and the way in which you access and operate those accounts.

Product	Savings Account	Junior Smart Saver
Minimum Opening Balance	\$10.00	\$5.00
Term	At Call	At Call
Interest Calculated Daily	Yes*****	Yes*****
Interest Paid Frequency	Monthly	Half Yearly
Make account enquiries over the phone*	Yes	Yes
24 Hour Access via ATM/EFTPOS (\$1,000 limit per day)	Yes	Yes#
24 Hour Access via VISA Debit	Yes	Yes#
24 Hour Access via Online Banking	Yes	Yes****
Cheque Book Access	Yes	No
Direct Credit Facility	Yes	Yes
Direct Debit Facility	Yes	No
Standing Orders	Yes	No
Statements	Quarterly	Half Yearly
Transactions – Credits	Funds can be transferred from other Delphi Bank accounts, deposited over the counter at Delphi Bank branches and Commonwealth Bank branches, received via mail, via electronic Direct Entry or Inward Telegraphic Transfer.	Funds can be transferred from other Delphi Bank accounts, deposited over the counter at Delphi Bank branches, received via mail, via electronic Direct Entry or Inward Telegraphic Transfer.
Transactions – Debits	Funds can be withdrawn over the counter at Delphi Bank branches, via Visa Debit card (if applicable), via Online Banking (if applicable), by issuing a cheque (if applicable), via electronic Direct Entry.	Funds can be withdrawn over the counter at Delphi Bank branches.

<b>Midas Account</b>	<b>Cash Management Account</b>	<b>Liberty Account</b>
\$10.00	\$5,000	\$1.00
At Call	At Call	At Call
Yes*****	Yes*****	Yes*****
Monthly	Monthly	Monthly
No	Yes	Yes
No	Yes	Yes
No	Yes	Yes
Yes	Yes	Yes
No	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes
Yes	Yes	Yes
Quarterly	Quarterly	Quarterly
Funds can be transferred from other Delphi Bank accounts, deposited over the counter at Delphi Bank branches, received via mail, via electronic Direct Entry or Inward Telegraphic Transfer.	Funds can be transferred from other Delphi Bank accounts, deposited over the counter at Delphi Bank branches and Commonwealth Bank branches, received via mail, via electronic Direct Entry or Inward Telegraphic Transfer.	Funds can be transferred from other Delphi Bank accounts, deposited over the counter at Delphi Bank branches, received via mail, via electronic Direct Entry or Inward Telegraphic Transfer.
Funds can be withdrawn over the counter at Delphi Bank branches, via Online Banking, via electronic Direct Entry.	Funds can be withdrawn over the counter at Delphi Bank branches, via Visa Debit card (if applicable), via Online Banking (if applicable), by issuing a cheque (if applicable), via electronic Direct Entry.	Funds can be withdrawn over the counter at Delphi Bank branches, via Visa Debit card (if applicable), via Online Banking (if applicable), by issuing a cheque (if applicable), via electronic Direct Entry.

Product	Business Cheque Account	Passbook Account
Minimum Opening Balance	\$2,000	\$100.00
Term	At Call	At Call
Interest Calculated Daily	Yes*****	Yes*****
Interest Paid Frequency	Quarterly	Half Yearly
Make account enquiries over the phone*	Yes	Yes
24 Hour Access via ATM/EFTPOS (\$1,000 limit per day)	Yes	No
24 Hour Access via VISA Debit	Yes	No
24 Hour Access via Online Banking	Yes	Yes*****
Cheque Book Access	Yes	No
Direct Credit Facility	Yes	Yes
Direct Debit Facility	Yes	No
Statements	Monthly	Half Yearly
Transactions - Credits	Funds can be transferred from other Delphi Bank accounts, deposited over the counter at Delphi Bank and Commonwealth Bank branches, received via mail, via electronic Direct Entry or Inward Telegraphic Transfer.	Funds can be transferred from other Delphi Bank accounts, deposited over the counter at Delphi Bank, received via mail, via electronic Direct Entry or Inward Telegraphic Transfer.
Transactions - Debits	Funds can be withdrawn over the counter at Delphi Bank branches, via Visa Debit card (if applicable), via Online Banking (if applicable), by issuing a cheque (if applicable), via electronic Direct Entry.	Funds can be withdrawn over the counter at Delphi Bank branches.

\* Account enquiries are to be made to the branch where your account is held.

\*\* You may nominate a fixed term of 30, 60, 90, 120 or 180 days or 1, 2, 3, 4 or 5 years.

From 1 January 2015 withdrawal may not be available for up to 31 days or until the next review date if sooner. An interest rate reduction may apply.



Odyssey 55 Account*****	Term Deposit Account
\$100.00	\$1,000
At Call	Fixed**
Yes*****	Yes*****
Monthly	At maturity/rollover date.***
Yes	Yes
Yes	No
Yes	No
Yes	Yes****
Yes	No
Yes	No
Yes	No
Quarterly	Renewal reminders are sent 10 business days prior to rollover/maturity date, renewal advices are sent after rollover/maturity date and statements are sent half-yearly.
Funds can be transferred from other Delphi Bank accounts, deposited over the counter at Delphi Bank, received via mail, via electronic Direct Entry or Inward Telegraphic Transfer.	Funds can only be transferred from other Delphi Bank accounts.
Funds can be withdrawn over the counter at Delphi Bank branches, via Visa Debit card (if applicable), via Online Banking (if applicable), by issuing a cheque (if applicable), via electronic Direct Entry.	Funds can be transferred to other Delphi Bank accounts and then withdrawn via the withdrawal methods available for the relevant account

\*\*\* Term Deposits with a maturity of 12 months or more, have the option with our approval of receiving Interest monthly (credited to another at call Deposit Account with the Bank)

\*\*\*\* View Access only

\*\*\*\*\* Refer To Interest Rate Sheet

# Age restrictions apply. Available subject to approval.

## When will the Terms & Conditions apply

If you are opening a new account, then the Terms and Conditions will apply to the new account immediately. By opening an account, you agree to the Terms and Conditions.

## Limitation of Liability

The Bank limits its liability to the maximum extent permitted by law in relation to terms implied by law which cannot be excluded.

You should consider the Terms and Conditions in its entirety before making a decision whether or not to open an account.

# Terms & Conditions

## How to open an Account

Under Australian law, we must identify any person opening a new account and any person becoming an Authorised Signatory on the account. You must supply the documents, information and authorisations we require for the purposes of opening and maintaining the account.

We may reject an application for an account.

An account must have a minimum opening balance of the amount, if any, specified in the significant features table for that account.

We are not allowed to open an account unless the identification process is fully completed at that time.

To open an account you must complete an Account Application Form which is available at any Delphi Bank branch, at our website [www.delphibank.com.au](http://www.delphibank.com.au) or by calling us on 1300 660 550. The application form forms part of the governing terms of each account as does, in the case of a renewed Fixed Term Deposit, the renewal advice we send you in respect of any renewed Fixed Term Deposit.

By opening an account you warrant that:

- All particulars given to us are accurate, complete and not, by omission or otherwise, misleading; and

- You owe us a duty and will not do anything that may facilitate, or omit to do anything which may prevent any fraud, forgery or other illegal act;
- You will notify us immediately if you have changed any of the following:
  - your name and address;
  - the authority of any Authorised Signatory; or
  - the contents of any documents provided to us to open your account or appoint an Authorised Signatory;
- We will not be responsible for any errors or losses associated with account changes where we have not received or have received inadequate prior notice.

## Account Holders

An account may be opened and held by one or more account holders. Where there is more than one account holder, they must decide, when opening the account, how the account will be accessed (i.e. whether one or more account holders solely or jointly need to sign to operate the account). If we become aware of a dispute between the account holders, we may decide not to operate the account until all of you have signed an authority for us to act. Any joint account holder can ask us at any time to change the account authority so that all account holders have to approve any future withdrawals.

Each account holder should read the Terms and Conditions before opening an account. Subject to applicable legal requirements, notices, statements and other documents including changes to Terms and Conditions may be sent to the nominated mailing address for the account maintained in our records, and all account holders will be deemed to have received the information sent to this address.

If an account is held in joint names and one account holder dies, the Bank will treat the surviving account holder/s as the authorised account holder unless you have specified otherwise.

**Warning: Each account holder is jointly and severally responsible to us for all liabilities incurred using the account (e.g. overdrawing the account).**

**You (the account holder) should keep the details of your account secure and prevent persons operating your account against your authority.**

## Authorised Signatories

Account holders may designate certain persons (who may not necessarily be account holders) to be Authorised Signatories on the account. These Authorised Signatories have authority to operate the account as decided by the account holders (e.g. authority to make withdrawals or sign cheques). Authorised Signatories are generally determined when the account is opened.

Accounts can be set up so that one or more Authorised Signatories may solely or jointly need to sign to operate an account. Authorised Signatories can only be changed on receipt of a written authorisation from all relevant account holders.

Access to an account by an Authorised Signatory is subject to our requirements from time to time. All Authorised Signatories must be identified in accordance with the relevant legislation, including the Anti-Money Laundering and Counter- Terrorism Financing Act 2006 (AML/CTF).

You should ensure that all Authorised Signatories have read and understood the Terms and Conditions. If they do not comply with any of the Terms and Conditions relating to the account, the result will be the same as if you had not complied.

You must tell us in writing if you wish to cancel the authority of an Authorised Signatory on any account. You remain responsible for all transactions made by the Authorised Signatory until you have cancelled the authority in writing.

## Trust Accounts

We may open an account where the account holder is named as a trustee for one or more other persons. Examples include a grandparent holding an account for a child or a trustee holding an account on behalf of beneficiaries under a will.

Where we open an account in the name of a trustee:

- We are not taken to be aware of the terms of the trust;
- You agree, in your own capacity and as trustee of the trust, to indemnify us against any claim made upon us in relation to, or arising out of that trust;

- You represent, that you are the only trustee of the trust, the trust is validly constituted and you as trustee have the power to open the account;
- You promise to comply with your duties as a trustee; and we do not have to verify that any transactions you carry out on the account are authorised by the trust.

## Taxation

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

Accounts earning interest are subject to Tax File Number (TFN) legislation. It is not compulsory for you to provide your TFN or Australian Business Number (ABN), but if you are an Australian resident and you choose not to provide your TFN, TFN exemption or ABN, withholding tax calculated at the highest marginal tax rate, plus the Medicare levy, will be deducted from any interest earned and remitted in your name to the Australian Taxation Office.

Interest earned on accounts operated by non-residents is subject to non-resident withholding tax, which is calculated at a rate of 10%.

	Example
Interest earned	\$237.80
10% of interest withheld	\$23.78
Interest credited to non-resident account	\$214.02

If you are a non-resident for tax purposes, you must indicate this in the Account Application Form. In the event that your non-resident status changes you must inform Delphi Bank immediately of your change in status. If you are uncertain about your residency status for tax purposes, please seek advice from a professional tax advisor.

We are required to report details of income earned, withholding tax deducted and TFN quoted to the Australian Tax Office (ATO).

## Deposits & Withdrawals

### Operating Accounts Generally

Any debit from or credit to an account shall be made by us in accordance with our usual practice and, in the case of credits made in anticipation of the receipt of funds, subject to receipt of such immediately available funds. In the event that such funds are not received or any payment is reversed, we may debit the account with an amount representing funds that are not actually received for value at the anticipated time of the reversed payment. A debit or credit to an account is taken to be made, and has effect, on the date assigned to it (which may be different from the date we processed it and recorded it in the account).

We may subsequently adjust debits and credits to the account, and the account balance, to accurately reflect the legal obligations of you and us (for example, if we discover an error or a cheque is dishonoured). If we do this, we may make consequential changes (including to interest amounts).

Subject to any relevant legislation, we may destroy any documents relating to an account after copying them. We have the right at any time and for any reason to refuse any transaction to and from your account if we have concerns about the security or legality of the transaction. We also have the right to freeze your account for any reason and at any time if we have concerns about the security or legality of the account. The refusing or freezing of a transaction may cause delays.

All payments by you shall be made free of withholding or deduction on account of tax or other charges. However, to the extent that any payment is subject to withholding or deduction on account of tax or other charges then you shall be liable to pay that net payment to us after withholding or deduction equals the amount otherwise payable by you.

## Deposits

Depending on the type of account you have, you may make deposits into your account as follows:

- At any Delphi Bank branch;
- At any Commonwealth Bank of Australia branch (using a pre-encoded deposit slip);

- By mail (non-cash deposits only);
- By Direct Credit/Standing Orders to your account;
- By Inward Telegraphic Transfer; or
- By using Online Banking.

Refer to the Significant Features and Benefits table on page 6 which sets out the permitted methods of depositing funds into your account.

We may restrict how deposits are able to be made to an account, at any time, with immediate effect, by notifying you, where we consider doing so is reasonably necessary to protect your or our interests.

There is currently no maximum amount that can be deposited to an account, however we reserve the right to set a maximum amount that may be deposited into your account, with immediate effect, by notifying you.

Cash deposits greater than \$10,000 will be subject to a cash-handling fee. Please refer to Part B of the Terms and Conditions, “Account and Service Charges”.

## Cheque Deposits

Proceeds of any cheque (or other item) deposited into an account will not be available until the cheque (or other item) is cleared. It usually takes three business days to clear cheques issued by domestic banks. If a cheque (or other item) which has been provisionally credited to your account is subsequently dishonoured, we may reverse that provisional credit together with any charges made by us, as disclosed in Part B of the Terms and Conditions, “Account and Service Charges”, and charges made by other banks.

If a cheque issued by an overseas bank is presented at a Delphi Bank branch for deposit into an account, a longer clearance period will apply. We can arrange a special clearance on a cheque that is deposited so that the cheque will be cleared more quickly, however, a service fee will apply. Please refer to Part B of the Terms and Conditions, “Account and Service Charges”.

You can arrange for a special clearance on a cheque by asking us when you deposit the cheque.

## Withdrawals

You may make withdrawals at any time, with the following exceptions:

- From Fixed Term Deposit Accounts – see Fixed Term Deposit Accounts (page 29) for more details;
- Cash withdrawals over \$2,000 – these should preferably be arranged with your branch at least one business day before you intend to withdraw the cash; and
- Proceeds of cheques (or other items) that have been deposited but have not yet been cleared.

We may set restrictions on the amount that can be withdrawn at any one time.

Withdrawals from your account can be made by:

- Going into any Delphi Bank branch;
- Drawing a cheque (if applicable);
- Using your Visa Debit card (if applicable);
- Giving written instructions to us;
- Authorising a third party to debit your account via the Direct Debit system (except Passbook Accounts); or
- Using Online Banking (if applicable).

Refer to the Significant Features and Benefits table on page 6 which sets out the permitted methods of withdrawing funds from your account.

We may set restrictions on how withdrawals are able to be made from an account by notifying you at or before the time the restriction commences. We may require identification that is satisfactory to us before accepting your withdrawal request.

Cash withdrawals greater than \$10,000 will be subject to a cash-handling fee. Please refer to Part B of the Terms and Conditions, “Account and Service Charges”.

## Direct Debits & Standing Orders

A Direct Debit is a debit from your account that you have arranged with a merchant (“Biller”). For example, you may authorise your local council to debit your council rates directly from your account.

To cancel a Direct Debit, you can contact either the Biller or us. If you contact us, we will promptly process your request,



however we suggest that you also contact the Biller to inform them of the cancellation. We will promptly process any complaint by you that a Direct Debit was unauthorised or otherwise irregular.

A “Standing Order” is where you authorise us to debit your account on a regular basis and credit the funds to another account held with us. An example would be to debit your Deposit Account and credit the funds to your Home Loan Account with us to meet repayments.

To cancel a Standing Order, you must contact us at least two business days before the next payment date.

Direct Debit and Standing Order facilities are available on Cash Management, Savings, Business Cheque, Midas and Liberty Accounts. There will be fees applicable to Direct Debit and Standing Order transactions if they exceed the minimum fee free transaction limit for the period - please refer to Part B of the Terms and Conditions, “Account and Service Charges”. If you ask us to cancel a Direct Debit or a Standing Order and the cancellation of the Direct Debit or Standing Order puts you in breach of your contract with another party, we will not be responsible for any such breach or for any loss or damage you may suffer in connection with any such breach.

## Interest Rates on Deposit Accounts

Interest rates on Deposit Accounts may vary depending on the balance of the account. Details of the current interest rates and the account balances to which they apply are provided on the Interest Rate Sheet, which is available at any Delphi Bank branch or from us on request or on our website [www.delphibank.com.au](http://www.delphibank.com.au). We may change the interest rates on Deposit Accounts at any time by advertisement in at least one national newspaper or by written notice to you.

Interest will be calculated on the daily closing balance of your account. The daily interest rate is the annual interest rate divided by the number of calendar days in the year.

For Fixed Term Deposit Accounts:

- The interest rate will be fixed for the term of the deposit, and will be the rate stated on the Term Deposit Certificate or Renewal Advice regarding your deposit; and

- If you instruct us to renew your deposit or it is automatically renewed, the renewal will be on the Terms and Conditions and at the interest rate applicable on the renewal date. We will confirm the details by notice in the Renewal Advice.

## Overdrawing your Account

You must not allow your Deposit Account to become overdrawn (unless we have agreed with you an authorised overdraft limit, in which case this limit must not be exceeded). We do not agree to provide any credit to you unless specifically applied for by you and approved by us. If your Deposit Account becomes overdrawn (or overdrawn beyond any authorised overdraft limit), you will be charged an Excess Fee – refer to Part B of the Terms and Conditions, “Account and Service Charges”.

We may, at our discretion, honour a cheque, Standing Order, Direct Debit or other withdrawal which results in your account becoming overdrawn (or overdrawn beyond any authorised overdraft limit). In that case, any amount overdrawn on your account is a debt owed by you to us repayable immediately on demand.

Interest will be charged on overdrawn amounts. Refer to the current Interest Rate Sheet which is available at any Delphi Bank branch or from us on request or on our website [www.delphibank.com.au](http://www.delphibank.com.au). Such interest will be calculated daily on the overdrawn closing balance and charged to the Deposit Account at the end of the month (or at the end of each three month period for Business Cheque Accounts).

We will also charge to your Deposit Account our reasonable enforcement expenses incurred in recovering moneys owed to us by you.

**Warning: You should inform us promptly if you are experiencing financial difficulty.**

## Account Fees

The fees applicable to your account depend on which account you have – refer to Part B of the Terms and Conditions, “Account and Service Charges”. Details of applicable fees are available at any Delphi Bank branch, from us on request or on our website [www.delphibank.com.au](http://www.delphibank.com.au). Any failure by us to charge a fee shall not constitute a waiver of that fee, or the right to charge that fee.

You agree to pay us the fees and charges and other amounts that are or may become payable in connection with any account you have. You hereby authorise the Bank to deduct from your account any applicable fees and charges as they become payable.

If you ask for further information about the fees and charges set out in Part B of the Terms and Conditions, “Account and Service Charges” we will provide you with that information as soon as practicable after receiving the request.

## Statements

Detailed statements for your account will be sent to your nominated mailing address at least every six months. Refer to the Significant Features & Benefits table on page 6 for the statement frequencies for each type of account.

For the purposes of identifying errors and ensuring that the account balance is correct, you should carefully examine all statements supplied by us and promptly advise us of any error contained in a statement. Except in relation to an EFT transaction, if you do not notify us within 30 days of the date you receive a statement that you did not authorise a transaction appearing on the statement you agree that you do not have the right to make a claim against us regarding any lack of authority or forgery in relation to that transaction. In absence of manifest error, the records of Delphi Bank shall be sufficient evidence of the matters to which they relate.

If you would like to receive a statement of account more frequently, please contact one of our branches. A fee may apply to this service. Current fees and charges are set out in Part B of the Terms and Conditions, and “Account and Service Charges”.

## Changes to Terms & Conditions

We can change the Terms and Conditions (such as by varying an existing provision or adding a new provision) at any time without your consent for one or more of the following reasons:

- To comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
- To reflect any decision of a court, ombudsman or regulator;
- To reflect a change in our systems or procedures, including for security reasons;

- As a result of changed circumstances (including adding benefits or new features);
- To respond proportionately to changes in the cost of providing the account (including by changing interest rates or by changing or introducing new fees); or
- To make them clearer,

If we believe the change is unfavourable to you we will give you prior notice in writing, at least 30 days before the effective date of the change which may be by an advertisement in a newspaper or any other way permitted by law. You may close any account before the effective date of the change without penalty (subject to the requirements in the section “Closing your Account” on page 21).

If we do not believe the change is unfavourable to you but the change:

- Imposes or increases fees relating solely to the use of Electronic Equipment;
- Increases your liability for losses relating to EFT transactions; or
- Changes your daily transaction limit or other periodical transaction limit applying to the use of Electronic Equipment,

we will give you prior notice in writing, at least 20 days before the effective date of the change which may be by an advertisement in a newspaper or any other way permitted by law.

Otherwise, we will give you notice of the change, which may be by an advertisement in a newspaper or any other way permitted by law, no later than the effective date of the change.

Accounts which may be accessed electronically (refer to the Significant Features and Benefits table on page 6) may have daily withdrawal limits which may change from time to time.

If you do not wish your daily withdrawal limit to be increased you should notify us.

We are not obliged to give you any advance notice of a change to the Terms and Conditions if it is deemed necessary for the security of individual accounts or the EFT system. If this applies, we will give you notice promptly after the effective date of the change.

All updates to the Terms and Conditions will be posted on our website at [www.delphibank.com.au](http://www.delphibank.com.au)

## Change of Name, Address & Signatories

It is very important that you notify us promptly in writing of any changes in your name, your address, or the Authorised Signatories on your account.

We will not be held responsible for any errors or losses associated with account changes where we have not received adequate prior notice.

## Closing your Account

An account can be closed by you or by a suitably Authorised Signatory at the branch where your account is held. We reserve the right not to close an account if there are any liabilities (actual or contingent) owing to us.

On closing your account, the credit (positive) balance of the account plus any accrued interest less any account fees and charges (including any Government charges) up to the closing date will be paid to you. Any part of your account balance that is uncleared funds will not be available until the funds have been cleared. Monthly fees will apply even though the account has been open for only part of the month.

If your account has a debit (negative) balance, you must pay this balance plus all accrued interest and any account fees and charges (including any Government charges) to us before your account is closed.

When the account is closed you must return to us (if applicable) any unused cheques and/or any electronic cards that relate to your account.

Prior to closing your account you should ensure that all outstanding cheques have been presented and that all Direct Debit authorities given to other parties have been cancelled. We reserve the right to dishonour any cheques or Direct Debits presented for payment after the account has been closed.

When you close an account in respect of which you have been issued a Visa Debit Card, you must not use the card after the account has been closed.

We reserve the right to close any account at any time at our discretion. Unless we do so to comply with legal obligation we have, we will give you reasonable notice of the closure at the address shown in our records and will forward you a bank cheque

for the net credit balance of the account. If we close a Term Deposit Account we will make an interest adjustment.

If the account was overdrawn when it was closed (refer to the section Overdrawing Your Account on page 18), the amount overdrawn is a debt owed by you to us, repayable immediately on demand. Interest will be charged on this debt as if it were an overdrawn amount – refer to the section Overdrawing Your Account on page 18 or the current Interest Rate Sheet which is available at any Delphi Bank branch or from us on request or on our website [www.delphibank.com.au](http://www.delphibank.com.au).

## Inactive/Dormant Accounts

Your account becomes inactive if you do not make a deposit, withdrawal, or transfer for a period of 12 months (excluding any non-customer initiated transactions such as interest or charges). If your account becomes inactive and the account balance is nil or overdrawn, we reserve the right to close the account without notifying you. If your account has a credit balance and becomes inactive, the Bank may write to you and seek confirmation that you want to keep the account open. If you do not reply to our correspondence, the Bank will charge a regular inactive/dormant fee.

Please refer to Part B of the Terms and Conditions, “Account and Service Charges”. If the account was overdrawn when it was closed, the amount overdrawn is a debt owed by you to us, repayable immediately on demand. Interest will be charged on this debt as if it were an overdrawn amount – refer to the section Overdrawing Your Account on page 18 or the current Interest Rate Sheet which is available at any Delphi Bank branch or from us on request or on our website [www.delphibank.com.au](http://www.delphibank.com.au). We will also charge you a reasonable amount for any expenses incurred in recovering monies owed to us by you.

## Unclaimed Money

In accordance with Australian law, moneys held in accounts that have been inactive (i.e. no deposits, withdrawals or transfers [excluding any non-customer initiated transactions such as interest, fees or charges]) for a period of seven years or more are treated as unclaimed monies. In such a case, we may close the account and, pursuant to Australian law, remit any credit balances of \$500.00 or more to the Australian Securities and Investments Commission.

## Our Right to Combine Accounts

If your account becomes overdrawn (or overdrawn beyond any authorised overdraw limit), we reserve the right to combine the account with any other accounts you hold with us and/or transfer sufficient monies from other accounts you hold with us to the overdrawn account, so we can clear the negative balance of the overdrawn account. We will advise you promptly in writing should we exercise these rights.

When combining accounts we will comply with any applicable requirements of the Code of Operation for Department of Human Services and Department of Veteran's Affairs Direct Credit Payments.

We will not exercise our right to combine your accounts in connection with amounts you owe in respect of any credit facility which you hold with us that is regulated by the National Credit Code:

- While we are actively considering your financial situation as a result of your hardship application (we may ask you, as a condition of not exercising our right to combine your accounts, to agree to retain funds in an account until our decision on your hardship application has been made); or
- While you are complying with an agreed arrangement with us resulting from our consideration of your hardship application.

Refer to the section *Overdrawing Your Account* on page 18.

## Bank Cheques

A bank cheque is a cheque drawn on the Bank instead of drawn from your account. You may purchase a bank cheque at any Delphi Bank branch. A fee will apply (refer to Part B of the Terms and Conditions, "Account and Service Charges"). The bank cheque and the fee can be paid for in cash or by a withdrawal from your account.

Although most people regard bank cheques as cash, you should be aware that in certain circumstances a bank may dishonour a bank cheque including if:

- The signature of an officer of a bank is forged or placed on a bank cheque without the bank's authority;
- The bank cheque has been fraudulently or materially altered;
- A fraud or other crime has been committed;

- The bank is advised that the bank cheque is lost or stolen;
- There is a court order preventing the bank from paying a bank cheque;
- The bank has not received payment or value for the issue of the bank cheque.

If a bank cheque is lost, destroyed or stolen, we may provide a replacement bank cheque. A fee will apply (refer to Part B of the Terms and Conditions, “Account and Service Charges”).

## Banking Code of Practice

We are bound by the Banking Code of Practice.

The relevant provisions of the Banking Code of Practice apply to your account if you are an individual who is not treated as a business under the Banking Code of Practice or if you are a small business (as defined in the Banking Code of Practice).

The Banking Code of Practice is available on request at any Delphi Bank branch or by calling us or from our website [www.delphibank.com.au](http://www.delphibank.com.au).

Information about the current fees, charges and interest rates that apply to your account is available from us at any time on request.

## Financial Claims Scheme

The Financial Claims Scheme protects depositors through the provision of a guarantee on deposits (up to a cap) held in Authorised Deposit-taking Institutions (ADIs) in Australia and allows quick access to their deposits if an ADI becomes insolvent.

As such please note the following information:

- You may be entitled to a payment under the Financial Claims Scheme in the event of us becoming insolvent;
- Accessibility to the Financial Claims Scheme is subject to eligibility criteria; and
- Information about the Financial Claims Scheme can be found at the FCS website at <http://www.fcs.gov.au>



## Anti-Money Laundering and Counter- Terrorism Financing (AML/CTF)

By applying to open an account, you agree to the following Terms and Conditions:

- We may block, delay or refuse to make a payment to or from your account if we believe on reasonable grounds that making a payment may breach any Australian law or any foreign law. We may be prohibited by law from giving you reasons as to why we have taken this action. You agree that we will incur no liability to you if we do take such action;
- You must provide us with all information which we reasonably require to comply with any Australian law or any foreign law. We may disclose information which you provide to us where we are required to under any Australian law or any foreign law;
- Unless you have disclosed to us that you are acting in a trustee capacity or on behalf of another party, you warrant to us that you are opening and will operate your account on your own behalf;
- You must not instruct us to make payments that will breach any Australian law or any foreign law;
- You warrant that you comply with all applicable anti-money laundering laws and regulations, including but not limited to the anti-money laundering laws and regulations of Australia (in force from time to time);
- You warrant that you are not aware and have no reason to suspect that:
  - the money deposited in your account has been or will be derived from or related to any money laundering or other activities deemed illegal under applicable laws or regulations or otherwise prohibited under any international convention or agreement (“illegal activities”); or
  - the interest derived from money deposited in your account will be used to finance illegal activities; and
- You agree to promptly provide us with all information that we reasonably request in order to comply with all applicable laws and regulations relating to Anti-Money Laundering and Counter- Terrorism Financing.

# Risks & Safeguards

## Safeguarding Payment Instruments

It is important for you to safeguard your payment instruments such as cheque books, cards, your Online Banking password and passbooks to avoid the risk of others making withdrawals that are unauthorised by you. You must notify us immediately if a loss, theft or misuse of any of these payment instruments occurs or you suspect it may have. Failure to notify us immediately or negligence in safeguarding your payment instruments may cause you to have increased liability for unauthorised transaction losses that you would otherwise have.

To alter or stop a payment, you must advise the branch at which your account is held immediately. This may be done by telephone as long as it is confirmed by a written authority from you or any properly Authorised Signatories.

## Cheques

You should adhere to the following precautions to minimise the risk of forgery or fraud (including the risk of a cheque being written or changed in an unauthorised way):

- Your cheque book should be kept in a safe place at all times.
- Never give blank cheque forms to other people or give out blank signed cheques.
- Always be careful when writing a cheque, and take the time to make sure that it is correct. Always write the amount of the cheque in words as well as figures. Start the amount in words as close as possible to the left hand side, and start the figures as close as possible to the dollar sign (\$). Ensure that there are no blank spaces left between words and figures, and fill up any empty spaces with a horizontal line. Add the word “only” to the amount in words e.g. “Eighty Dollars only”. To avoid fraudulent alterations, do not use a pencil, non-permanent ink pen or a correctable typewriter to write a cheque. Cheques should ideally be hand written in permanent ink. If you need to alter a cheque that you have written you must sign your name where the alteration has been made.

- You must not draw cheques by any means which may enable a cheque to be altered in a manner which is not readily detectable.
- We reserve the right to impose a fee in respect of returned cheques.
- You must tell us as soon as possible of any loss or theft of any cheques issued or provided to you.

If you fail to take such reasonable precautions, you may be held responsible for any loss.

Always make sure that there are sufficient available funds in your account to cover the cheques that you draw. Complete the cheque details on the cheque book butt, or keep some other record, so that you can reconcile the cheques you have drawn against your statement when it is received.

## What is the effect of crossing a cheque?

Crossing a cheque means drawing two transverse parallel lines from top to bottom on the face of the cheque. When you cross a cheque, you are telling the bank that the cheque must be paid into an account with a financial institution and not cashed.

## “Not Negotiable” Cheques

Our cheques are crossed and marked “Not Negotiable”. This means we can only pay the proceeds into an account with a financial institution. We cannot give cash for the cheque across the counter.

If you wish to cash a “Not Negotiable” cheque drawn on your account at your branch, you will need to ‘open up’ the cheque by writing “Please pay cash” and signing in full underneath.

If you write “Account payee only” on a cheque, then the cheque will only be payable into the account of the person named as the payee on the cheque.

## Stopping Payment on a Cheque

You or your Authorised Signatory can stop a cheque by contacting the branch at which your account is held with the following details before we have paid the cheque:

- Account number;
- Date of cheque;
- Amount of the cheque;

- Name of the payee; and
- Cheque number.

A fee will apply to stop a cheque (refer to Part B of the Terms and Conditions, “Account and Service Charges”).

## What is the significance of deleting “or bearer”?

The words “or bearer” mean that (except in the case where the cheque is crossed and must therefore be collected by a bank) the bank on which the cheque is drawn has authority to pay it to any person in possession of it even if that person found it or sold it unless the bank has reason to suspect that the cheque might have fallen into the wrong hands. If you delete these words, the cheque becomes an “order” cheque.

If a cheque is an “order” cheque then (except in cases where the cheque is crossed and must therefore be collected by a bank) the bank on which the cheque is drawn should only pay it:

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

## Dishonoured Cheques

A cheque may be dishonoured where:

- There are insufficient available funds in the account;
- The cheque is not signed by the account holders or properly Authorised Signatories;
- The cheque is presented for payment before the date that is written on the cheque;
- The cheque is presented for payment more than 15 months after the date that is written on the cheque;
- The cheque has been stopped by the drawer;
- The cheque has been materially altered, without the alterations being properly initialed or signed;
- There is a court order which prevents the account that the cheque is drawn on being used; or
- We have received notice of the mental incapacity, bankruptcy or death of the drawer.

A fee will apply for dishonoured cheques drawn from your account (refer to Part B of the Terms and Conditions, “Account and Service Charges”).

## EFT Transactions

There are a number of risks and safeguards that you should be aware of relating to EFT transactions (refer to the section titled “EFT Transactions” commencing from page 38).

# Specific Terms & Conditions for Deposit Accounts

## Fixed Term Deposit Account

To apply for a Fixed Term Deposit Account with us, you must be an existing account holder or agree to open a new account with us. The funds in this account will be used to open your Fixed Term Deposit Account. Fixed Term Deposit Accounts in Australian dollars have a minimum opening balance of \$1,000. The interest rate will be fixed on and apply from the date of acceptance of the Fixed Term Deposit Account by us for the whole of the nominated term of the deposit (refer to our current Interest Rate Sheet which is available at any Delphi Bank branch, from us on request or from our website [www.delphibank.com.au](http://www.delphibank.com.au)).

Interest is calculated daily on the total daily account balance, and will be paid on the maturity date of the Fixed Term Deposit Account or at an interest frequency that is specifically agreed upon.

For Fixed Term Deposit Accounts with a term that exceeds 12 months, you may choose to receive your interest, subject to approval by us, either monthly (to a nominated Deposit Account held with us), annually or at maturity. No Fixed Term Deposit Accounts have terms exceeding 5 years.

Interest will be credited to another account with us.

Government charges and withholding tax (if any) will be deducted from the interest payment amount.

We will issue a Term Deposit Certificate upon acceptance of any new deposit. We will also issue a Renewal Reminder Advice 10 business days prior to the maturity date of the Fixed Term Deposit Account.

**Important:** At maturity, unless prior written instructions are received by us, we will automatically reinvest the principal, including interest, for the same period as the original Fixed Term Deposit at the interest rate applicable on the day. If the Term Deposit is rolled over at maturity, we will issue a Renewal Advice, which will provide the details of the new Term Deposit. When you receive a Term Deposit Certificate or a Term Deposit Advice, you should carefully check all details are correct and contact us should you have any concerns.

**You have a 7 day grace period from the maturity date to make any changes to your investment. For instance, you may want to withdraw funds from your investment, increase your investment amount or change the length of your investment term. During the grace period, you can make any such changes without incurring an interest rate reduction.**

From 1 January 2015, if you wish to withdraw or transfer your funds after the grace period and before maturity, we may at our discretion not permit the withdrawal or transfer for up to 31 days (or until maturity, if sooner), but we will permit withdrawal or transfer during this period in the case of proven hardship.

All withdrawals prior to maturity are subject to a reduced interest rate and an administration fee (refer to Part B of our Terms and Conditions, "Account and Service Charges"). The interest adjustment is to ensure that interest is calculated using the applicable "tiered Savings Account Deposit Interest Rate" (refer to the current Interest Rate Sheet available at any Delphi Bank branch or from us on request or on our website [www.delphibank.com.au](http://www.delphibank.com.au)) for the period up to redemption (rather than the rate that would otherwise apply to the Fixed Term Deposit had you left the money in on deposit until the maturity date). The interest adjustment we calculate is to reflect that you are not entitled to interest for the unexpired portion of your term after redemption.

Set out below is an example of the interest adjustment that would be made on an early withdrawal.

A customer wishes to open a Term Deposit for \$50,000 for a period of 180 days.

Interest received for the Term Deposit held until the maturity date is:

$$\frac{\$50,000 \times 3.45(\%p.a) \times 180 \text{ (days)}}{365 \text{ days}} = \$850.68$$

Customer wishes to withdraw (early redemption) the Term Deposit after 120 days. The tiered Savings Account Deposit Interest Rate applicable on that day = 0.25%pa.

Interest received on the date the Term Deposit is repaid is:

$$\frac{\$50,000 \times 0.25(\%p.a) \times 120 \text{ (days)}}{365 \text{ days}} = \$41.10$$

Refer to the Significant Features and Benefits table (on page 9) for a summary of features on this account.

## Savings Account

Savings Accounts in Australian dollars have a minimum opening balance of \$10.00. Interest accrues daily whilst the account balance exceeds the minimum balance required to earn interest on the account (interest paid is varied according to the balance of your account, see the current Interest Rate Sheet which is available at any Delphi Bank branch or from us on request). Interest is credited to the account on the last calendar day of the month. We may change the applicable interest rates at any time by prior advertisement in at least one national newspaper or by written notice to you. Details of the current interest rates are available at any Delphi Bank branch, from us on request or on our website [www.delphibank.com.au](http://www.delphibank.com.au).

Account statements are generally issued at least once every three months. However, if there has been no activity on the account (i.e. no withdrawals, deposits or transfers) during this period, a statement will be issued at least every 6 months. You can request a statement at any time. If you request a statement outside of the periodic statements which we agree to provide you, a fee will be charged

(refer to Part B of the Terms and Conditions “Account and Service Charges”) and it may take up to five business days to produce the statement. However, the Bank at its sole discretion may waive this fee.

Government charges and other fees and charges on this account (refer to Part B of the Terms and Conditions, “Account and Service Charges”) are deducted on the last calendar day of the month. Any interest on overdrawn amounts, if applicable, accrues daily and will be debited on the last calendar day of the month.

A cheque book may be issued to you on request.

Refer to the Significant Features and Benefits table (on page 6) for a summary of features on this account.

## Liberty Account

Liberty Accounts in Australian dollars have a minimum opening balance of \$1.00. Interest accrues daily (interest paid is varied according to the balance of your account, see the current Interest Rate Sheet which is available at any Delphi Bank branch or from us on request). Interest is credited to the account on the last calendar day of the month.

We may change the applicable interest rates at any time by prior advertisement in at least one national newspaper or by written notice to you. Details of the current interest rates are available at any Delphi Bank branch or from us on request or on our website [www.delphibank.com.au](http://www.delphibank.com.au).

Account statements are generally issued at least once every three months. However, if there has been no activity on the account (i.e. no withdrawals, deposits or transfers) during this period, a statement will be issued at least every 6 months. You can request a statement at any time. If you request a statement outside of the periodic statements which we agree to provide you, a fee will be charged (refer to Part B of the Terms and Conditions, “Account and Service Charges”) and it may take up to five business days to produce the statement.

Government charges and other fees and charges on this account (refer to Part B of the Terms and Conditions, “Account and Service Charges”) are deducted on the last calendar day of the month. Any interest on overdrawn amounts, if applicable, accrues daily and will be debited on the last calendar day of the month.



A cheque book may be issued to you on request.

Refer to the Significant Features and Benefits table (on page 7) for a summary of features on this account.

## Midas Account

Midas Accounts must be in Australian dollars and must be opened in conjunction with Online Banking. The minimum opening balance is \$10.00. Interest accrues daily (see the current Interest Rate Sheet which is available at any Delphi Bank branch or from us on request). Interest is credited to the account on the last calendar day of the month. We may change the applicable interest rates at any time by prior advertisement in at least one national newspaper or by written notice to you. Details of the current interest rates are available at any Delphi Bank branch, from us on request or on our website [www.delphibank.com.au](http://www.delphibank.com.au).

Account statements are generally issued at least once every three months. However, if there has been no activity on the account (i.e. no withdrawals, deposits or transfers) during this period, a statement will be issued at least every 6 months.

You can request a statement at any time. If you request a statement outside of the periodic statements which we agree to provide you, a fee will be charged (refer to Part B of the Terms and Conditions, "Account and Service Charges") and it may take up to five business days to produce the statement. Account information can also be obtained by accessing Online Banking.

Government charges and other Fees and Charges on this account (refer to Part B of the Terms and Conditions, "Account and Service Charges") are deducted on the last calendar day of the month. Any interest on overdrawn amounts, if applicable, accrues daily and will be debited on the last calendar day of the month.

Refer to the Significant Features and Benefits table (on page 7) for a summary of features on this account.

## Cash Management Account

Cash Management Accounts must be in Australian dollars, with a minimum opening balance of \$5,000. Interest accrues daily whilst the account balance exceeds the minimum balance required to earn interest on the account (interest paid is varied according to the balance of your account, see the current Interest Rate Sheet which is available at any Delphi Bank branch, from us on request or on our website [www.delphibank.com.au](http://www.delphibank.com.au)). Interest is credited to the account on the last calendar day of each month. We may change the applicable interest rates at any time by prior advertisement in at least one national newspaper or by written notice to you. Details of the current interest rates are available at any Delphi Bank branch or from us on request.

Account statements are generally issued at least once every three months. However, if there has been no activity on the account (i.e. no withdrawals, deposits or transfers) during this period, a statement will be issued at least every 6 months. Subject to approval by us, you may elect to vary the statement frequency at any time. You can also request a statement at any time. If you request a statement outside of the periodic statements which we agree to provide you, a fee will be charged (refer to Part B of the Terms and Conditions, "Account and Service Charges") and it may take up to five business days to produce the statement.

Government charges and other fees and charges on this account (refer to Part B of the Terms and Conditions, "Account and Service Charges") are deducted on the last calendar day of the month. Any interest on overdrawn amounts, if applicable, accrues daily and will be debited on the last calendar day of the month.

A cheque book may be issued to you on request.

Refer to the Significant Features and Benefits table (on page 7) for a summary of features on this account.

## Junior Smart Saver Account

Junior Smart Saver Accounts must be in Australian dollars. The minimum opening balance is \$5.00. Interest accrues daily (see the current Interest Rate Sheet which is available at any Delphi Bank branch, from us on request or on our website [www.delphibank.com.au](http://www.delphibank.com.au)). Interest is credited to the account twice a year, on 30 June and 31 December.

We may change the applicable interest rates at any time by prior advertisement in at least one national newspaper or by written notice to you.

Account statements are generally issued at least once every six months on 30 June and 31 December. You can request a statement at any time. If you request a statement outside of the periodic statements which we agree to provide you, a fee will be charged (refer to Part B of the Terms and Conditions, "Account and Service Charges") and it may take up to five business days to produce the statement.

To open and conduct a Junior Smart Saver Account, the applicant must be under 18 years of age. The account will be opened in the applicant's name and will require an adult (parent/guardian) to sign the application form. Appropriate identification will be required for the applicant and the adults.

Government charges and other fees and charges on this account (refer to Part B of the Terms and Conditions, "Account and Service Charges") are deducted on the last calendar day of the month. Any interest on overdrawn amounts, if applicable, accrues daily and will be debited on the last calendar day of the month.

Refer to the Significant Features and Benefits table (on page 6) for a summary of features on this account.

## Business Cheque Account

Business Cheque Accounts are only available to customers approved by us. The account must be in Australian dollars, with the minimum opening balance being \$2,000. When you open your account, a cheque book will be issued to you.

Interest accrues daily. Interest is credited to the account every three months, effective on the last calendar day of the three month period (i.e. March, June, September and December). We may change the applicable interest rates at any time by prior advertisement in at least one national newspaper or by written notice to you. Details of the current interest rates are available at any Delphi Bank branch, from us on request or on our website [www.delphibank.com.au](http://www.delphibank.com.au).

Account statements are generally issued at the end of each month. You can request a statement at any time. If you request a statement outside of the periodic statements which we agree to provide you, a fee will be charged (refer to Part B of the Terms and Conditions, "Account and Service Charges")

and it may take up to five business days to produce the statement. However, the Bank at its sole discretion may waive this fee.

Government charges and other fees and charges on this account (refer to Part B of the Terms and Conditions, "Account and Service Charges") are deducted on the last calendar day of the month. Any interest on overdrawn amounts, if applicable, accrues daily and will be debited on the last calendar day of the month.

Refer to the Significant Features and Benefits table (on page 8) for a summary of features on this account.

## Passbook Account

When you open a Passbook Account, a Passbook will be issued to you. The Passbook is used to record all of the transactions on your account and should be presented when you want to make a deposit or withdrawal from your account.

Accounts must be in Australian dollars, with the minimum opening balance being \$100.00. Interest accrues daily based on tiered interest rates. This means different interest rates will be paid for each 'tier' of your account balance. An example of this is where you have a \$5,000 account balance, with an interest rate of 0% paid on the first \$500.00 and an interest rate of 2% paid on the next \$4,500. Details of the current interest rates are provided on the Interest Rate Sheet, which is available at any Delphi Bank branch, from us on request or on our website [www.delphibank.com.au](http://www.delphibank.com.au).

Interest is credited to the account twice a year, on 30 June and 31 December. We may change the applicable interest rates at any time by prior advertisement in at least one national newspaper or by written notice to you.

Government charges and other fees and charges on this account (refer to Part B of the Terms and Conditions, "Account and Service Charges") are deducted on the last calendar day of the month.

Account statements are generally issued twice a year, on 30 June and 31 December. However, if there has been no activity on the account (i.e. no withdrawals, deposits or transfers) during this period, a statement will instead be issued after the next six months (and at least every 12 months).

Refer to the Significant Features and Benefits table (on page 8) for a summary of features on this account.

## Odyssey 55 Account

The Odyssey 55 Account is available to retirees over 55 years of age who are either self funded or are receiving an eligible pension. The account cannot be held in trust.

Accounts must be in Australian dollars, with the minimum opening balance being \$100.00. Interest accrues daily based on tiered interest rates. This means different interest rates will be paid for each 'tier' of your account balance.

An example of this is where you have a \$50,000 account balance, with an interest rate of 0.75% paid on the first 3,000, an interest rate of 2% paid on the amount of \$39,999 and an interest rate of 3.50% paid on the remaining amount of \$7,001. Details of the current interest rates are provided on the Interest Rate Sheet, which is available at any Delphi Bank branch, from us on request or on our website [www.delphibank.com.au](http://www.delphibank.com.au).

Interest is credited to the account monthly in arrears. We may change the applicable interest rates at any time by prior advertisement in at least one national newspaper or by written notice to you.

Any interest on overdrawn amounts, if applicable, accrues daily and will be debited on the last calendar day of the month.

Government charges and other fees and charges on this account (refer to Part B of the Terms and Conditions, "Account and Service Charges") are deducted on the last calendar day of the month.

Account statements are generally issued twice a year, on 30 June and 31 December. Refer to the Significant Features and Benefits table (on page 9) for a summary of features on this account.

# EFT Transactions

## Introduction

We warrant that we will comply with the requirements of the ePayments Code.

The following Terms and Conditions govern EFT transactions.

Each transaction on a linked account is also governed by the Terms and Conditions to which that account is subject. In the event of an inconsistency between these conditions and the terms applicable to any of your linked accounts, these conditions shall prevail.

In accepting a Visa Debit card from us or by using Online Banking, you accept and agree to these Terms and Conditions.

Any card offered by us remains our property at all times.

You should follow the guidelines in the box below to protect against unauthorised use of your card, your PIN and password. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised EFT transactions. Liability for such transactions will be determined in accordance with the Terms and Conditions in the Terms and Conditions.

## Guidelines for Ensuring the Security of Cards and the Personal Identification Number (PIN)

- Sign a card as soon as you receive it;
- Keep cards in a safe place;
- Never write the PIN on the card;
- Never write the PIN on anything which is kept with or near the card;
- Never lend cards to anybody;
- Never tell or show the PIN to another person;
- Use care to prevent anyone seeing the card number and PIN being entered at Electronic Equipment;
- Immediately report the loss, theft or unauthorised use of cards to us, the Lost and Stolen Cards Hotline (see page 40) or the Visa Lost and Stolen Card Hotline;
- Keep a record of the card number and the Lost and Stolen Cards Hotline or Visa Lost and Stolen Card Hotline telephone numbers with your usual list of emergency telephone numbers;

- Examine your account statements immediately upon receiving them to identify and report, as soon as possible, any instances where cards have been used without your authority; and
- Immediately notify us of any change of address.

## Guidelines for Ensuring the Security of Passwords

To protect your passwords, you must:

- Never tell or show your password to another person, including family and friends;
- Never enter your password into a web page which has been accessed by a link from an email, even if the email may appear to have been sent to you by the Bank;
- Always enter [www.delphibank.com.au](http://www.delphibank.com.au) into your browser using the keyboard of your computer when accessing Online Banking;
- Prevent anyone seeing your password being entered in Electronic Equipment;
- Commit your password to memory and do not write it anywhere without reasonably disguising it. The following are examples of what is NOT a reasonable attempt to disguise your password:
  - recording it in reverse order;
  - recording it as a telephone number where no other numbers are recorded;
  - recording it as a telephone number with the password in its correct sequence;
  - recording it among other numbers or letters with any of them marked to indicate the password;
  - recording it disguised as a date (including your birth date) or as an amount;
  - recording it in an easily understood code; or
  - recording it in any other form of disguise that may be easily discovered by another person.
- Avoid choosing a password that has an easily retrieved combination (for example, repeated numbers or letters);
- Avoid choosing a password that is easily identified with you (for example your name, birth date, car registration or telephone number);
- Immediately report the loss, theft or unauthorised use of your password to us.

## Additional Cards

You can request that:

- An additional Visa Debit card be issued to one or more nominees aged 16 years or over.

We may issue additional cards at our discretion, and if we do so, we will provide each nominee with a PIN for each card.

Your nominee's use of the Visa Debit card and PIN is governed by the conditions in the Terms and Conditions. You must ensure that each nominee reads the Terms and Conditions and protects his/her cards and PINs in the same way as the conditions in the Terms and Conditions require you to protect your cards and PINs.

You will be liable for all transactions carried out by your nominee on the cards.

## How to Report Loss, Theft or Unauthorised Use of Card or PIN

If you or your nominee believe that a card has been misused, lost or stolen or the PIN has become known to someone else, you or your nominee must immediately contact:

- Us during business hours;
- The Lost and Stolen Cards Hotline (24 hours a day, seven days a week) on its emergency number detailed below.

## LOST & STOLEN CARDS HOTLINE

Australia wide toll free 1800 648 027

International +61 2 8299 9101

You or your nominee must provide the following information when making such notification to us, or to the Lost and Stolen Cards Hotline:

- The card number; and
- Any other personal information you or your nominee are asked to provide to assist in identifying you and the card.

We, or the Lost and Stolen Cards Hotline will acknowledge the notification by giving you or your nominee a reference number. Please retain this number as evidence of the date and time of contacting us, or to the Lost and Stolen Cards Hotline.



If you have contacted the Lost and Stolen Cards Hotline, you or your nominee should also confirm the loss or theft as soon as possible to us at the branch where your Linked Account is located.

If your card is lost or stolen and the Lost and Stolen Cards Hotline is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to us as soon as possible during business hours. We will be liable for any losses arising because the Lost and Stolen Cards Hotline was not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to us as soon as possible during business hours.

If you recover a card that has been reported lost or stolen, the card must not be used again. Instead, the recovery should be reported to us or the Lost and Stolen Cards Hotline.

You agree that we may disclose information about you or your EFT transactions to the police or third parties if we think it will help prevent or recover losses or if it is legally obliged to do so.

If the loss, theft or misuse, of the Visa Debit card occurs outside Australia you or your Nominee must notify an organisation displaying the Visa sign and also then confirm the loss, theft or misuse of the card:

- With us by telephone or priority paid mail as soon as possible; or
- By telephoning the Visa Card Hotline number for the country you are in, which you must obtain from us prior to your departure.

## Signing Cards

You and your nominee must sign any card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of the card.

## Protecting the PIN & Password

We will provide you with a PIN to use your card with Electronic Equipment and a password to access Online Banking.

You agree to protect the PIN and password as a means of preventing fraudulent or unauthorised EFT transactions.

You must not tell or show the PIN or password to another person or allow it to be seen by another person, including your family and friends.

You must not record the PIN on the card or keep a record of the PIN on anything which is kept with or near the card. You must take reasonable steps to carefully disguise your PIN or password to prevent unauthorised access to that record.

**Warning: Where we permit you to select or change a PIN on a card or a password to access Online Banking, you must not select a numerical code that represents your birth date or an alphabetical code which is a recognisable part of your name. If you do use an obvious PIN such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to the Bank that the PIN has been misused or has become known to someone else.**

## Using Cards & Online Banking

We will advise you from time to time:

- What EFT transactions may be performed using Cards and Online Banking; and
- What EFT terminals of other financial institutions may be used. We do not warrant that merchants or EFT terminals displaying Visa Debit card signs or promotional material will accept the Visa Debit card. We do not accept any responsibility should a merchant or EFT terminal displaying Visa Debit card signs or promotional material refuse to accept or honour a Visa Debit card, or should a merchant or other financial institution impose additional restrictions on the use of the Visa Debit card.

You may only perform EFT transactions on your Linked Accounts. We will advise you of:

- The accounts which you may access using Online Banking;
- The accounts which you may link to the Visa Debit card; and
- Any credit facility which you may link to your Linked Account(s).

We will debit your Linked Account(s) with the value of all withdrawal EFT transactions, including sales and cash advance vouchers arising from the use of the Visa Debit card (including all mail or telephone orders placed by quoting the Visa Debit card number) and all other EFT transactions.

If a Linked Account is in the name of more than one person, then each party to that account will be jointly and severally liable for all EFT transactions on that account.

EFT transactions will not necessarily be processed to your Linked Account on the same day.

You will continue to be liable to us for the value of any EFT transaction occurring after you have closed your Linked Account(s).

### Withdrawal & Transaction Limits

You must not use your Visa Debit card or Online Banking to:

- Overdraw any of your Linked Account(s); or
- Exceed the unused portion of your credit limit under any pre-arranged credit facility such as a line of credit or overdraft linked to your Linked Account(s).

If you do any of these things, we may:

- Dishonour any payment instruction given; and
- Charge you an administrative fee as advised to you from time to time.

We may limit the amount of an EFT transaction and will advise you of any such daily or periodic transaction limits at the time of your application for a Visa Debit card or your request to use Online Banking. We may vary the transaction limit from time to time and will advise you of such a change.

Third party organisations including merchants or other financial institutions may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

### Authorisations

We have the right to deny authorisation for any EFT transaction for any reason. We are not liable to you or any other person for any loss or damage which you or such other person may suffer as a result of such refusal.

## Online Banking

### Features & Benefits

Delphi Bank's Online Banking service is secure, convenient and easy to use. It allows you to:

- Access information about your accounts 24 hours a day, seven days a week, including account balances and transaction history;
- Transfer funds between your accounts with us, or between an account with us and an account at another financial institution (subject to application); and
- Pay your bills via BPAY® .

You should note that not all products may be linked to Online Banking, and for some products, the range of services available through Online Banking may be limited. You should refer to the Significant Features and Benefits table (on page 6) or contact us for more information.

### Potential Risks

Please note that you must safeguard any secret information, equipment and software (including any passwords) required to use Online Banking. If you do not, you may be liable for unauthorised EFT transactions and other amounts set out in our Terms and Conditions.

In certain circumstances, the Bank's liability in respect of transactions is limited (including for those that are unauthorised or mistaken).

You may be liable for amounts (including losses or damages suffered by the Bank) arising from your use of Online Banking, including for instructions given by another person with your knowledge or consent.

We need not act or may delay acting on any instructions made through Online Banking.

Although we will try (without any legal obligation) to provide Online Banking at the times set out in the Terms and Conditions, there may be instances where Online Banking is not available, such as a failure in telecommunication services.

It is your responsibility to obtain and maintain any Electronic Equipment and passwords which you require to access Online Banking.

## Mistaken Online Payments

If you have made a Mistaken Online Payment, you should report it to us as soon as possible. We will investigate your reported Mistaken Online Payment and inform you of the outcome in writing within 30 business days of your report.

If we are satisfied that a Mistaken Online Payment has occurred, we will contact the Receiving Bank. We are not required to take any action if we are not satisfied that a Mistaken Online Payment has occurred.

If the Receiving Bank is also satisfied that a Mistaken Online Payment has occurred the next actions will depend on whether the Unintended Recipient has sufficient funds available in their account.

Where the Unintended Recipient has sufficient funds available in their account, the process depends on when you reported the Mistaken Online Payment.

- If you made the report within 10 business days, the Receiving Bank will withdraw the funds from the Unintended Recipients account.
- If you made the report between 10 business days and 7 months, the Receiving Bank will give the Unintended Recipient 10 business days to establish that they are entitled to those funds. If the Unintended Recipient does not establish that they are entitled to the funds, the Receiving Bank will withdraw the funds from the Unintended Recipients account.
- If you made the report after 7 months, the Receiving Bank may try to get the consent of the Unintended Recipient to return the funds. If the Unintended Recipient consents, the Receiving Bank will withdraw those funds from the Unintended Recipients account.

Where the Unintended Recipient does not have sufficient funds available in their account, the Receiving Bank will use reasonable endeavours to retrieve the funds from the Unintended Recipient.

Where the Receiving Bank withdraws the funds from the Unintended Recipients account, the Receiving Bank will return the funds to us. We will then return the funds to you.

We are not required to credit your account for the amount of an incorrect 'pay anyone' payment pending investigation of your report.

We are not required to backdate funds to your account received from an unintended recipient, nor are we required to adjust interest applied to your account.

If the Receiving Bank is not satisfied that a Mistaken Online Payment has occurred the Receiving Bank may try to get the consent of the Unintended Recipient to return the funds.

You will be liable for losses arising from the Mistaken Online Payment if the Receiving Bank does not recover the funds from the Unintended Recipient.

If you are the Unintended Recipient of funds and if we are required to withdraw those funds from your account under the ePayments Code (as the Receiving Bank), you authorise us to withdraw those funds in accordance with the ePayments Code.

You may complain about the report by contacting us on telephone 1300 660 550 9:30am – 5:00pm AEST (Australian Standard Eastern Time). Monday to Friday. If you are not satisfied with the outcome you may contact the Financial Ombudsman Service Australia on telephone 1800 367 287.

In this clause, the following words have these specific meanings:

ADI has the same meaning as 'Authorised Deposit-taking Institution' in the Banking Act 1959 (Cth).

Mistaken Online Payment means a payment by a user through a 'pay anyone' Online banking facility and processed by an ADI through direct entry where funds are paid into the account of an Unintended Recipient because the user enters or selects a Bank/State/Branch (BSB) number and/or account number that does not belong to the named and/or intended recipient as a result of:

- The user's error; or
- The user being advised of the wrong BSB number and/or account number.

This does not include payments made using BPAY.

Receiving Bank means an ADI who subscribes to the ePayment Code where their customer is the Unintended Recipient.

Unintended Recipient means the recipient of funds as a result of a Mistaken Online Payment.

## Processing EFT Transactions Generally

You authorise us to act on instructions entered into Electronic Equipment by you. Any EFT transaction you make cannot be cancelled, altered or changed by you unless allowed by the applicable Terms and Conditions.

We may delay acting on or may ask you for further information before acting on an instruction. Where we have instructions for more than one payment from your account(s), we will determine the order of priority in which payments are made.

If you make a cash withdrawal from an account via an EFT transaction and there is a difference between the amount of cash received and the amount shown on the receipt, you must report this to us and to the merchant (if applicable) as soon as possible.

We are not liable for the refusal of any merchant to accept an EFT transaction and, to the extent permitted by law, we are not responsible for the goods and services supplied by a merchant.

If you make a cash withdrawal from an ATM or EFTPOS facility the money you withdraw is at your risk when it becomes visible or available to you.

You accept that:

- Not all Electronic Equipment from which cash can be withdrawn will always contain cash;
- Any cash dispensed at Electronic Equipment is at your risk once it becomes visible or available for you to collect; and
- Not all Electronic Equipment will allow you to make deposits.

An immediate internal transfer, external payment or BPAY® payment cannot be revoked or stopped once we receive your instruction through Online Banking. Future dated external payments or BPAY® instructions can only be revoked or changed if instructions to delete the transaction are given to us through Online Banking before 4.00pm AEST on the business day before the transaction is scheduled to occur. After this time, the instruction cannot be revoked.

Any Online Banking EFT transaction (other than future dated BPAY® or future dated external payments) will generally be processed on the same banking business day we receive your instructions, if received before 4.00pm AEST. Any transaction made after this time may be processed on the following banking business day. Any future dated BPAY® payments or future dated external payments will generally be processed on the relevant due payment date if it is a banking business

day, or if it is not, then on the following banking business day. Account information accessed using Online Banking will generally reflect the position of the account at that time, except for transactions not yet processed by us.

Where you request an external payment that involves a transfer to an account with another financial institution:

- You must provide us with the BSB number, account number and account name of the account to which the funds are to be transferred, otherwise we shall not be obliged to effect the transfer;
- We will deliver your instructions to that financial institution on the day we process the transaction, except where there is a technical failure or a delay or error by the financial institution in accepting the instructions;
- We cannot control and are not responsible for when or if that financial institution processes your instructions or any fees that financial institution may charge in order to process your instructions;
- We rely on that financial institution to advise whether your instructions were successfully processed. If your instructions were unsuccessful, it may take a number of weeks to reverse the withdrawal from your account;
- and
- We may decide not to transfer funds or make a BPAY® payment if there are insufficient clear funds available for withdrawal in the specified account to be debited on the due payment date. A fee may be debited to your account in these circumstances.

## Renewal of Cards

Unless you are in breach of the Terms and Conditions of use in the Terms and Conditions or we deem otherwise for the security of the EFT system or individual accounts, we will automatically provide you and your Nominee with replacement cards before the expiry date of the current card or additional card.

If you do not wish to receive a replacement card, either for yourself or for your Nominee, you must notify us before the expiration date of the current card(s). You must give us reasonable time beforehand to arrange cancellation of the issue of a replacement card.



## Using the Visa Debit Card outside Australia

Use of the Visa Debit card outside Australia must comply with any exchange control requirements.

All transactions made overseas on the Visa Debit card will be converted into Australian currency by Visa Debit International, and calculated at a wholesale market rate selected by Visa Debit from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which Visa Debit processes the transaction).

All transactions made overseas on the Visa Debit card are subject to a currency conversion fee equal to 2% of the value of the transaction and payable to the principal member of Visa Debit International under which we can provide you with the Visa Debit card. The amount of this currency conversion fee is subject to change from time to time and we will advise you in advance of any such change.

Some overseas Merchants and EFT terminals charge a surcharge for making an EFT transaction. Once you have confirmed the transaction you will not be able to dispute the surcharge.

The surcharge may appear on your statement as part of the purchase price.

Before travelling overseas, you or your Nominee should consult us to obtain the Visa Debit card Hotline for your country of destination. You should use the Visa Debit card Hotline if you lose your Visa Debit card.

A cardholder must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

## Processing EFT Transactions using BPAY®

Delphi Bank is a member of the BPAY® Scheme. This is an electronic payments scheme through which you can ask us to make payments on your behalf to billers.

We will let you know if the Bank ceases to be a member of the BPAY® Scheme.

To enable us to process a BPAY® transaction, you must provide the following information:

- Your password;
- The biller code;
- Your customer reference number with that biller;
- The amount to be paid; and
- The account from which you want the payment to be made.

Once you have provided this information, we will treat your instructions as valid and will debit the relevant account.

We are not obliged to effect a BPAY® transaction if it is not made in accordance with these Terms and Conditions or if the information you give is incomplete or inaccurate.

Limits may apply to your use of BPAY® on both a per transaction and a daily limit basis. For more information on available limits, please contact us.

Subject to the Terms and Conditions set out in the “Processing EFT Transactions Generally” section above, any BPAY® transaction will be processed on the day you tell us to make that transaction provided that we receive your instructions before 4.00pm AEST on a banking business day (our cut-off time). BPAY® instructions received after our cut-off time, or on a day that is not a banking business day, will be processed on the next banking business day.

If the amount we were instructed to pay was less than the amount needed to be paid, another BPAY® payment should be made for the shortfall. If the amount we were instructed to pay was greater than the amount intended, you should contact the biller for a refund.

We will not accept an order to stop a BPAY® payment once it has been instructed to make that payment.

A delay may occur in processing a BPAY® transaction where:

- There is a public or bank holiday on the day after you instruct us to make a BPAY® payment;

- You instruct us to make a BPAY® payment after our cut-off time; or
- Another participant in the BPAY® Scheme does not process a payment as soon as it receives details of the payment or does not otherwise comply with its obligations under the BPAY® Scheme.

While we do not expect that any such delay will continue for more than one business day, it may continue for a longer period. It is your responsibility to allow for sufficient time for processing payments to the biller.

You should check your account records carefully and notify us as soon as possible if you become aware of:

- A BPAY® transaction which you did not authorise;
- The possibility that you have been fraudulently induced to make a BPAY® payment; or
- Any delay or mistake in processing of your BPAY® transaction.

If we are informed that a biller cannot process your BPAY® transaction, we will:

- Advise you of this; and
- Credit your account with the amount of that BPAY® payment.

## Your Liability for Unauthorised EFT Transactions

### **When you are not liable for loss**

You are not liable for an unauthorised EFT transaction:

- Where it is clear you have not contributed to the loss;
- That is caused by the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants who are linked to the EFT system or of their agents or employees;
- Relating to a card, PIN or password that is forged, faulty, expired or cancelled;
- Arising from a transaction which required the use of a card or PIN that occurred before you received that card or PIN (including a reissued or replacement card or PIN);
- That is caused by the same transaction being incorrectly debited more than once to the same account; or
- That take place after you have informed us that your card, PIN or password has been misused, lost or stolen, or that the security of any code has been breached.

## **When you are liable for loss**

You are liable for actual losses that result from unauthorised EFT transactions where the Bank can prove on the balance of probability that you contributed to the losses in one or more of the following ways;

- Through your fraud;
- By voluntarily disclosing your PIN or password to anyone, including a family member or friend;
- By recording the PIN or Password on the card;
- By keeping a record of the PIN or password on any item that is liable to loss or theft simultaneously with the card without making any reasonable attempt to protect the security of the PIN or password;
- By acting with extreme carelessness to protect the security of the PIN or password;
- Where we permit you to select or change a PIN or password, by selecting numbers which represents your birth date or letters which are a recognisable part of your name, after being instructed not to do so and were advised that you might incur liability by doing so;
- By leaving a card in an ATM which incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM; or
- By unreasonably delaying to notify us as of the misuse, loss or theft of a card or the where the security of all codes has been breached. You will then be liable for the actual losses which occur between the time that you became aware of the security compromise and the time that the security compromise was reported to us;

Except you will not be liable to pay for that portion of the above specified losses:

- Incurred on any one day which exceed any applicable daily transaction limit;
- Incurred in a period which exceeds any applicable periodic transaction limit;
- That exceeds the balance of the account, including any prearranged credit; or
- Incurred on any account which you and the Bank had not agreed could be accessed using the card and/or code(s) used to perform the transaction.

## Limited liability for unauthorised EFT Transactions

Where a PIN or password was required to perform an unauthorised transaction and the above clause titled 'When you are liable for loss' does not apply, you will be liable for the least of:

- \$150;
- The balance of the account that you and the Bank had agreed could be accessed using the card and/or code(s), including any prearranged credit; or
- The actual loss at the time that the misuse, loss or theft of the card or breach of code security was reported to us, but not that portion of the loss incurred which exceeds any applicable daily transactions or other periodic transaction limit(s) for that day.

## Your Liability for Other Unauthorised Transactions on a Visa Debit Card

If, in cases not involving EFT transactions, a Visa Debit card is used without your authority, you are liable in the same manner as if the transaction was an EFT transaction.

## Your Liability Under the BPAY® Scheme

You should note that:

- If you notify us that a BPAY® payment is unauthorised, you must first give us your written consent to obtain information from the biller about your account or the BPAY® payment, to assist us to investigate the payment. Your written consent should be addressed to the biller. If you do not do this, the biller may not be permitted by law to disclose the information we require to investigate the BPAY® payment;
- If you discover that the amount you instructed us to pay was less than the amount you needed to pay, you can make another BPAY® payment for the shortfall. If you cannot make another BPAY® payment for the shortfall because the shortfall amount is less than the minimum amount the biller will accept, you can ask us to arrange for a reversal of the initial payment and you can then make a second payment for the correct amount; and

- If you discover that the amount you instructed us to pay was more than the amount you needed to pay, you can ask us to request a reversal of the initial payment from the biller on your behalf, and if this occurs, you can make a second payment for the correct amount.

Where you use your account for personal purposes, our liability under the BPAY® Scheme is as set out under the section titled “Your Liability In Case a Card Is Lost or Stolen or in Case of Unauthorised EFT Transactions” (on page 51).

Where you use your account for business purposes, we will not be liable to you under the BPAY® Scheme except in the circumstances set out below.

### BPAY® Payments

Except where a BPAY® payment is unauthorised, fraudulent or mistaken, BPAY® payments are irrevocable. Refunds will not be provided through the BPAY® Scheme where you have a dispute with the biller about any goods or services you have agreed to acquire from the biller. Any dispute must be resolved with the biller.

### Unauthorised BPAY® Payments

If a BPAY® payment is made which you did not in fact authorise, we will credit your account with the amount of that unauthorised payment. However, you must pay us that amount if:

- We cannot recover the amount from the person who received it within 20 business days of us attempting to do so; and
- The payment was made as a result of a payment direction given by you which did not comply with the procedures set out in the Terms and Conditions.

### Fraudulent BPAY® Payments

If a BPAY® payment is induced by the fraud of a person involved in the BPAY® Scheme, then that person should refund you the amount of the payment. If that person does not refund you that amount, you must bear the loss unless some other person involved in the BPAY® Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount.

## Mistaken BPAY® Payments

If you discover that a BPAY® payment has been made to a person, or for an amount, which is not in accordance with your instructions (if any), and your account was debited for that amount, we will credit the amount of that payment to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount from the person who received it within 20 business days of our attempting to do so, you must repay that amount to us.

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

## Consequential Loss

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

## Indemnity

To the extent permitted by law, 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 your obligations under; or
- Acted negligently or fraudulently in connection with the Terms and Conditions of the Terms and Conditions.

However, you will not be liable to us for any loss or damage to the extent it was caused by the fraud, negligence or wilful misconduct of us or our employees, agents and appointed receivers.

## Malfunction

You will not be responsible for any loss you suffer because an EFT terminal accepted an instruction but failed to complete the transaction.

If an EFT terminal malfunctions and you or your nominee should have been aware that the EFT terminal was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your Linked Account and refunding to you any charges or fees imposed on you as a result.

You are solely responsible for your own computer security and anti-virus measures in preventing unauthorised access to your Linked Accounts via Online Banking.

### Transaction Slips & Receipts

You should check and retain all transaction slips, receipts and payment or transfer reference numbers issued to you after conducting an EFT transaction, as well as copies of all sales vouchers to assist in checking EFT transactions against your account statements.

### Transaction & Other Fees

Refer to Part B of the Terms and Conditions, “Account and Service Charges” for information of fees associated with the use of your card and Online Banking.

### Cancellation of Cards or Access to Online Banking

Cards issued to you always remain our property.

We may cancel any Card or access to Online Banking (including to the BPAY® Scheme) without prior notice if you breach a condition in the Terms and Conditions, including but not limited to if:

- We believe that use of a Card or access may cause loss to you or to us;
- The account is an inactive account;
- The account has been overdrawn;
- Electronic Equipment malfunctions or is otherwise unavailable for use;
- A merchant refuses to accept your Card;
- We believe that the quality or security of your access or our systems may have been compromised;
- All the accounts which you may access using your Cards or Online Banking have been closed; or
- We suspect you of being fraudulent or engaging in inappropriate behaviour, unless this is prohibited by law.

We reserve the right to change the types of accounts that may be operated, or the types of EFT transactions that may be made through particular Electronic Equipment.

We may, at any time, cancel your Cards or your access to Online Banking for any reason by giving you 30 days written notice. The notice does not have to specify the reasons for the cancellation.



You may cancel your Cards or your access to Online Banking (and any additional Cards issued to your nominees) at any time by giving us written notice.

If we or you cancel your Cards or your access to Online Banking, any Card or access to Online Banking granted to your nominees will also be cancelled.

You will be liable for any EFT transactions you or your nominee make before such cancellation but which are not posted to your Linked Account until after the cancellation is processed.

You must return any Card and any additional Card issued to your nominee to us when:

- We notify you that we have cancelled the Card;
- You close your Linked Account(s);
- You cancel your Card, any additional Card issued to your nominee, or both; or
- You alter who is authorised to operate your Linked Account(s), unless we agree otherwise.

### Use After Cancellation or Expiry of any Card or Access to Online Banking

You must not use or allow your nominee to use:

- A Card before the valid date or after the expiration date shown on the face of the Card; or
- A Card or Online Banking after the Card or access to the service has been cancelled.

You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your Linked Account(s).

## Other Information

### Commissions

There are no commissions or other payments, which may impact on the amount of interest on accounts.

### No Cooling-off

There is no cooling-off regime that applies to any of the accounts or services described in the Terms and Conditions.

### Selling Restrictions

The Terms and Conditions does not constitute an offer or invitation in any place where, or to any person to whom, it would not be lawful to make such an offer or invitation. No action has been taken to register the Terms and Conditions in any jurisdiction outside Australia. Accordingly, the distribution of the Terms and Conditions in jurisdictions outside Australia is limited and may be restricted by law. Persons holding copies of the Terms and Conditions who are not in Australia should familiarise themselves with and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of securities laws.

### Privacy Policy

The Bank is committed to ensuring your privacy is protected and understands your concerns regarding the confidentiality and security of personal information you provide to us. When we obtain personal information about you, its collection use and disclosure is governed by our Privacy Policy, which can be viewed on our website at [www.delphibank.com.au](http://www.delphibank.com.au), made available to you on request at one of our branches or by telephone on 1300 660 550.

### Dispute Resolution Procedure

We would like to know about any concerns that you may have about any of our products or services.

Please raise your concerns with our staff at any branch. If your concern is still not resolved, our branch staff will assist you in completing a Customer Complaint Form and offer you our “Resolving Your Complaint” brochure, which outlines the steps we will take and the options available to

you if you are not satisfied with the outcome. We aim to solve all complaints immediately if possible and investigate any unresolved complaints within 21 business days otherwise we will advise you in writing that we need further time to complete our investigation. If an investigation continues beyond 45 business days, we will inform you in writing of the reasons for the delay, the anticipated time for a decision to be finalised and provide you with the name and contact details of our external dispute resolution provider. We will also provide you with a monthly update on the progress of our investigation.

If you believe an EFT transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors, you must notify us immediately. As soon as possible following notification you must give us the following information:

- Your name, account number and card number;
- The error or the transaction you are unsure about;
- A copy of the periodical statement in which the unauthorised transaction or error first appeared;
- An explanation as to why you believe it is an unauthorised transaction or error; and
- The dollar amount of the suspected error.

If your complaint concerns the authorisation of a transaction, we may ask you or your nominee to provide further information.

If your complaint relates to a Mistaken Online Payment then Mistaken Online Payments (page 45) may apply.

If we decide that you are liable for all or any part of a loss arising out of unauthorised use of the Card, PIN or password, we will:

- Give you copies of any documents or other evidence it relied upon; and
- Advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.

When we have completed our investigation, we will provide you a written response which will include the outcome of our investigation of your complaint and advise you of your right to take your complaint to our external dispute resolution provider and their name and contact details. However, if we resolve your complaint (other than a complaint relating to hardship) to your satisfaction within 5 business days we do not need to give you a written response unless you ask for one.

If we decide that you are liable for all or any part of a loss arising out of unauthorised use of cards, PIN or password, we will:

- Give you copies of any documents or other evidence we relied upon; and
- Advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.

If we fail to carry out these procedures or cause unreasonable delay in resolving your complaint, we may be liable for part or all of the amount of the disputed transaction where that failure or delay has prejudiced the outcome of the investigation.

**If you feel your complaint has not been resolved to your satisfaction, we invite you to contact our Dispute Resolution Officer at PO Box 309 Collins St West Melbourne VIC 8007, or by telephone on (03) 8627 2727, for further investigation. If you still remain dissatisfied with the outcome, or you would like an independent external review of the complaint and the result, you can contact the Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001, by telephone on 1800 931 678 or visit their website [www.afca.org.au](http://www.afca.org.au).**

# Definitions

In the Terms and Conditions, the following words, abbreviations and phrases have the following meanings.

“\$” means Australian dollars unless otherwise indicated.

“Account” and “Deposit Account” means either one or all of Cash Management Account, Savings Account, Business Cheque Account, Passbook Account, Junior Smart Saver Account, Liberty Account, Odyssey 55 Account and/or Midas Account, depending on the context.

“Account holder” is referred to as “you”.

“ATM” means Automatic Teller Machine.

“Authorised Signatory” means a person authorised to operate your account including making withdrawals or fund transfers from your account.

“Banking business day” means a day on which banks in Australia are able to effect settlement through the Reserve Bank of Australia.

“Billers” means organisations who allow payments to be made to them through the BPAY® Scheme.

“BPAY® Scheme”: See the section of the Terms and Conditions titled “Processing EFT Transactions using BPAY®”.

Trade mark registered to BPAY Pty Ltd ABN 69 079 137 518.

“Business day” means a day from Monday to Friday that the Bank is open for business in Melbourne, Sydney or Adelaide.

“Card” means a card issued to you or your authorised representative by the Bank for use at EFT terminals to access your accounts, including Visa Debit card.

“Card details” means the information provided on the card and includes, but is not limited to, the card number and expiry date.

“Day” means a 24 hour period commencing midnight in Australian Eastern Standard Time, as the case may be.

“Delphi Bank” means Delphi Bank – a Division of Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL / Australian Credit Licence 237879.

“Direct Debit” means a debit from your account that you have arranged with a merchant. For example, you may authorise your local council to debit your council rates directly from your account.

“EFT system” means the shared system under which transactions are processed.

“EFT terminal” means the Electronic Equipment, electronic system, communications system or software (controlled or provided by or on behalf of the Bank or any third party) for use with a card and PIN to conduct an EFT transaction and includes, but is not limited to, an automatic teller machine or point of sale terminal.

“EFT transaction” means an Electronic Funds Transfer instructed by you or your nominee through Electronic Equipment using a Visa Debit Card and PIN or using Online Banking but not requiring a manual signature.

“EFTPOS” means an Electronic Funds Transfer Point of Sales machine.

“Electronic Equipment” includes, but is not limited to, computers, televisions, telephones and EFT terminals.

“ePayments Code” means the ePayments Code of Conduct, as amended from time to time.

“External payment” means an Online Banking transfer of funds from one of your accounts with us to another account held by you with another financial institution or to another person’s account held with us or held with another financial institution.

“Interest Rate Sheet” means the Bank’s document that lists the Deposit Interest Rates and the Loan Interest Rates applicable at that time.

“Internal transfer” means an Online Banking transfer of funds between any of your accounts with us.

“Online Banking” means the service provided by us which allows you to access information about your accounts, transfer funds and pay your bills via BPAY®, using a password (if applicable) and a computer with internet access and approved browser software.

“Linked Account” means your Deposit Account to which you allow access by way of an card or using Online Banking.

“Merchant” means a retailer or any other provider of goods or services.

“Nominee” means any person nominated by you to whom we have issued an additional card to access your Linked Account(s).

“Password” means each password, identifier or code or a combination of these used to enable you to access a Linked Account using Electronic Equipment.

“PIN” means the Personal Identification Number we issued to you or your nominee for use with a card when giving an instruction through Electronic Equipment.

“Renewal Advice” means the Term Deposit Advice issued to you if a Fixed Term Deposit is rolled over at maturity, it describes the new maturity date and interest rate applicable to that deposit.

“Standing Order” is where you authorise us to debit your account on a regular basis and credit the funds to another account held with us. An example would be to debit your Deposit Account and credit the funds to your Home Loan Account with us to meet repayments.

“Term Deposit Certificate” means the certificate issued to you upon acceptance of any new Fixed Term Deposit which describes the maturity date and interest rate applicable to that deposit.

“The Bank”, “we”, “us”, “our” has the same meaning as Delphi Bank.

“You” or “your” means the person or persons who signed an Account Application Form as account holder for an account, and includes their successors and assigns. You may be an individual, a partnership, trust, deceased estate, company or non-profit organisation (club, society or association).

## Interpretation

Unless otherwise required by the context, a singular word includes the plural and vice versa.

The Terms and Conditions are governed by the laws of Victoria, Australia. The parties irrevocably submit to the nonexclusive jurisdiction of the courts of Victoria and the courts of appeal from them.

Unless you request otherwise, you agree that any notice or communication in connection with the Terms and Conditions may be given to you electronically by email to your nominated email account or by being made available on our website.



To find out more

Call **1300 660 550**

Visit **[delphibank.com.au](http://delphibank.com.au)**

Or ask in branch

The information in the Terms and Conditions is up to date as at 1 July 2019. Some contents of the Terms and Conditions may change from time to time. Where a change is materially adverse, we will issue new Terms and Conditions. Information about other changes can be obtained at any time from us at one of our branches, or [www.delphibank.com.au](http://www.delphibank.com.au), or by telephone on 1300 660 550. We can provide to you a paper copy of any updated information, free of charge, upon your request.

Delphi Bank – A Division of Bendigo and Adelaide Bank Limited,  
ABN 11 068 049 178 AFSL / Australian Credit Licence 237879  
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