



# CUECARD

## Conditions of Use

As issued by your  
Financial Institution  
(Valid from 16.03.09)

## BEFORE YOU USE YOUR CUECARD

Please read these Conditions of Use. They apply to:

- all transactions initiated by you through an Electronic Banking Terminal by the combined use of your Financial Institution CUECARD and a Personal Identification Number ("PIN"); and
- all other transactions (including telephone transactions) effected with the use of your CUECARD.

Your use of the CUECARD signifies your understanding and acceptance of these Conditions of Use.

If you fail to properly safeguard your CUECARD and PIN you may increase your liability for unauthorised use.

If these Conditions of Use are not clear to you, contact your Financial Institution BEFORE using your CUECARD.

## IMPORTANT POINTS TO REMEMBER TO SAFEGUARD YOUR ACCOUNT

- sign your CUECARD immediately when you receive it;
- memorise your PIN and never store it with or near your CUECARD;
- never write your PIN on your CUECARD;
- never lend your CUECARD to anyone;
- never tell anyone your PIN;
- don't choose a PIN that is easily identified with you, e.g. your birth date, an alphabetical code which is a recognisable part of your name or your car registration;
- don't choose a PIN that is merely a group of repeated numbers;
- try to prevent anyone else seeing you enter your PIN into an ATM or eftpos device (i.e. an "Electronic Banking Terminal");
- never leave your CUECARD unattended, e.g. in your car or at work;
- immediately report the loss, theft or unauthorised use of your CUECARD to the CUECARD 24hr EMERGENCY HOTLINE on free call – 1800 621 199;
- keep a record of the CUECARD 24hr EMERGENCY HOTLINE telephone number with your usual list of emergency telephone numbers;
- examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use; and
- for security reasons, on the expiry date destroy your CUECARD by cutting it diagonally in half.

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## 1. INTRODUCTION

Generally speaking, these Conditions of Use apply to CUECARDS when used in conjunction with a PIN in an Electronic Banking Terminal. However, they will also apply if you use your CUECARD without a PIN. If your CUECARD is used without a PIN your signature on the transaction receipt will be evidence that the transaction is valid and authorised by you. Your Financial Institution may attach other services to the CUECARD by providing notice to you in writing.

In accepting a CUECARD from your Financial Institution you acknowledge that you have read, and understand, these Conditions of Use and are obliged to comply with them.

## 2. APPLICATION OF CODES

Your Financial Institution warrants that it will comply with the requirements of the Electronic Funds Transfer Code of Conduct (EFT CODE) as established by the Australian Securities and Investments Commission.

The provisions of any industry Code of Practice such as the Credit Union Code of Practice may also apply to the use of your CUECARD if your Financial Institution has agreed to be bound by an industry code of practice.

If you would like a copy of any relevant Code you should contact your Financial Institution.

## 3. SIGNING YOUR CUECARD

You agree to sign your CUECARD as soon as you receive it and before using it, as a means of preventing unauthorised use. Your CUECARD is valid only if it has been signed by you and if it is used before the expiry date.

## 4. PERSONAL IDENTIFICATION NUMBER (PIN) SECRECY

You agree that:

- You will not record your PIN on your CUECARD or on anything with or near your CUECARD;
- You will not tell anyone your PIN or let anyone see it;
- You will try to prevent anyone else seeing you enter your PIN into an Electronic Banking Terminal; and
- If you think that your PIN has become known to someone else, you will notify your Financial Institution immediately.

## 5. REPORTING THE LOSS OR THEFT OF YOUR CUECARD

If you believe your CUECARD or PIN record has been lost or stolen, or your PIN has become known to someone else, you should IMMEDIATELY report this:

**DURING NORMAL BUSINESS HOURS** contact your Financial Institution; or

**OUTSIDE NORMAL BUSINESS HOURS** contact the Australia wide CUECARD 24hr EMERGENCY HOTLINE free call - 1800 621 199.

If you call the CUECARD 24hr Emergency Hotline:

- you will be given a reference number which you should retain as evidence of the date and time of your report; and
- you should advise your Financial Institution as soon as you can that you have made a report to the CUECARD 24hr Emergency Hotline.

If the CUECARD 24hr Emergency Hotline is not operating when you try to use it for notification purposes, any losses occurring due to non-notification will be the liability of your Financial Institution but only if you notify your Financial Institution on the next business day or the CUECARD 24hr Emergency Hotline within a reasonable time after it becomes operative. If the loss, theft or misuse occurs OUTSIDE AUSTRALIA you must notify a financial institution displaying the Maestro Cirrus logo and you must also then confirm the loss theft or misuse of the card with your Financial Institution by telephone or priority paid mail as soon as possible.

## 6. USING YOUR CUECARD

Your Financial Institution will advise you:

- what transactions your CUECARD will enable you to perform at an Electronic Banking Terminal; and
- which Electronic Banking Terminal networks you may use.

Your Financial Institution does not warrant or accept any responsibility if an Electronic Banking Terminal displaying CUECARD signs or promotional material does not accept your CUECARD.

You may only use your CUECARD to perform transactions on those accounts authorised by your Financial Institution that have been linked to your CUECARD.

Your Financial Institution will debit your linked accounts with the value of all transactions carried out using your CUECARD including, without limitation, those carried out at Electronic Banking Terminals and all sales and cash advance vouchers. Your Financial Institution will also credit your linked accounts with the value of all deposit transactions processed at Electronic Banking Terminals.

If any of your linked accounts are in the name of more than one person, then the liability of those persons under these Conditions of Use will be joint and several for transactions carried out on those accounts.

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

You will continue to be liable to your Financial Institution for the value of any withdrawal or debit transaction occurring after you have closed your accounts or after you have resigned from membership of your Financial Institution if it is a credit union or building society.

## 7. TRANSACTION LIMITS

You agree that you will NOT use your CUECARD to:

- overdraw the balance in any of your linked accounts; or
- exceed the unused portion of your credit limit under any pre-arranged credit facility

Your Financial Institution:

- may set limits on the minimum and maximum amounts that you may withdraw from your accounts on any one day through an Electronic Banking Terminal; and
- will advise you of daily transaction limits at the time of your application for your CUECARD.

Merchants offering eftpos facilities have the right to impose conditions on the use of such facilities.

## 8. AUTHORISATIONS

You:

- acknowledge that your Financial Institution has the right to refuse authorisation for you to effect any transaction for any reason; and
- agree that your Financial Institution will not be liable to you or anyone else for any loss or damage that you or anyone else suffer as a result of your Financial Institution's refusal to authorise any transaction.

## 9. DEPOSITS AT ELECTRONIC BANKING TERMINALS

Any deposit you make at an Electronic Banking Terminal will not be available for you to draw against until your deposit has been verified by your Financial Institution.

You should note that not all Electronic Banking Terminals accept deposits.  
Proceeds of cheques will not be available for you to draw against until cleared.

## 10. ADDITIONAL CARDS

You may apply to your Financial Institution to issue an additional CUECARD to someone else you nominate (your nominee).

You will be liable for all transactions carried out by your nominee on an additional CUECARD.

Your nominee's use of the additional CUECARD is governed by these Conditions of Use.

## 11. RENEWAL OF YOUR CUECARD

Your Financial Institution will forward to you and your nominee a replacement CUECARD before the expiry date of your current CUECARD or additional CUECARD.

If you do not require a replacement CUECARD, either for yourself or your nominee, you must notify your Financial Institution before the expiration date of your current CUECARD. You must give your Financial Institution a reasonable time to arrange cancellation or the issue of a replacement CUECARD.

## 12. CANCELLATION AND RETURN OF YOUR CUECARD

The CUECARD always remains the property of your Financial Institution.

Your Financial Institution may:

- (1) demand the return of the CUECARD issued to you and your nominee at any time:
  - for security reasons; or
  - if you breach these Conditions of Use or the terms and conditions of the accounts linked to your CUECARD; or
- (2) capture the CUECARD at any Electronic Banking Terminal.

You may cancel your CUECARD or your nominee's CUECARD at any time by giving your Financial Institution written notice. Cancellation of a card may not be effective until the card is returned to your Financial Institution.

You must return your CUECARD and any CUECARD issued to your nominee to your Financial Institution when:

- your Financial Institution notifies you that it has cancelled your CUECARD;
- you close your linked accounts;
- you cease to be a member of your Financial Institution if it is a credit union or building society;
- you cancel your CUECARD, any additional CUECARD issued to your nominee, or both;
- you alter the authorities governing the use of your linked accounts unless your Financial Institution agrees otherwise; or
- your Financial Institution requests that it be returned for any other reason.

## 13. CONDITIONS AFTER CANCELLATION OR EXPIRY OF YOUR CUECARD

You must not use your CUECARD or allow your nominee to use his or her additional CUECARD:

- after the expiry date shown on the face of the CUECARD; or

- after the CUECARD has been cancelled.

You will continue to be liable to reimburse your Financial Institution for any indebtedness incurred through such use whether or not you have closed your linked accounts at your Financial Institution.

## 14. YOUR LIABILITY IN CASE YOUR CUECARD IS LOST OR STOLEN OR IN CASE OF UNAUTHORISED USE

- (1) You are not liable for any unauthorised use of your CUECARD:
  - (a) before you have actually received your CUECARD and PIN and acknowledged receipt of your CUECARD and PIN to your Financial Institution;
  - (b) after you have reported it lost or stolen; or
  - (c) if you did not contribute to any unauthorised use of your CUECARD.
- (2) For the purpose of paragraph 14(1)(c) you will be taken to have contributed to any loss caused by unauthorised use of your CUECARD if you:
  - (a) voluntarily disclose your PIN to anyone, including a family member or friend;
  - (b) voluntarily allow someone else to observe you entering your PIN into an Electronic Banking Terminal;
  - (c) write or indicate your PIN on your CUECARD;
  - (d) write or indicate your PIN (without making any reasonable attempt to disguise the PIN) on any article carried with your CUECARD or likely to be lost or stolen at the same time as your CUECARD;
  - (e) allow anyone else to use your CUECARD; or
  - (f) unreasonably delay notification of:
    - (i) your CUECARD or PIN record being lost or stolen;
    - (ii) unauthorised use of your CUECARD; or
    - (iii) the fact that someone else knows your PIN.
- (3) If you are taken to have contributed to the unauthorised use of your CUECARD under paragraph 14(2) your liability will be the lesser of:
  - (a) the actual loss, when less than your account balance (including the unused portion of your credit limit under any pre-arranged credit facility);
  - (b) your account balance (including the unused portion of your credit limit under any pre-arranged credit facility); or
  - (c) an amount calculated by adding the actual losses incurred for each day, up to the current daily withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your CUECARD, up to and including the day you make your report.
- (4) In determining liability under paragraph 14(3)(c):
  - (a) where your CUECARD has been lost or stolen, the number of days will be calculated by reference to the day when you should reasonably have become aware that it was lost or stolen; and
  - (b) the current daily withdrawal limit is the limit applicable at the time of the transaction by reference to the status and/or type of Electronic Banking Terminal at which the transaction occurred.
- (5) Where a PIN was required to perform the unauthorised transaction and it is unclear whether or not you have contributed to any loss caused by the unauthorised use of your CUECARD, your liability will be the lesser of:
  - (a) \$150;
  - (b) your account balance (including the unused portion of your credit limit under any pre-arranged credit facility); or
  - (c) the actual loss at the time your Financial Institution is notified of the loss or theft of your CUECARD.

(6) In determining your liability under paragraph 14(5):

- (a) your Financial Institution will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred; and
- (b) the fact that an account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss.

(7) Your liability for losses occurring as a result of unauthorised use will be determined under the EFT Code. The guidelines set out at the beginning of these Conditions of Use to safeguard your account, are the minimum suggested security measures you should take.

## 15. RESOLVING ERRORS ON ACCOUNT STATEMENTS

If you believe a transaction is wrong or unauthorised, or your account statement contains any instances of unauthorised use or errors, you must immediately notify your Financial Institution or the CUECARD 24hr Emergency Hotline as explained in clause 5. As soon as you can, you must also provide your Financial Institution with the following:

- your name and address, account number and CUECARD number;
- details of the transaction or the error you consider is wrong or unauthorised;
- a copy of the account statement in which the unauthorised transaction or error first appeared;
- other users authorised to operate the account;
- whether your CUECARD was signed and your PIN secure; and
- the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error.

If your Financial Institution is unable to settle your complaint immediately to your satisfaction, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

Within 21 days of receiving these further relevant details from you, your Financial Institution will:

- advise you in writing of the results of its investigation; or
- advise you in writing that it requires further time (not exceeding a further 24 days) to complete its investigation.

Where an investigation continues beyond 45 days, your Financial Institution will provide you with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, except in cases where the Financial Institution is waiting for a response from you and you have been advised that the Financial Institution requires such a response.

If your Financial Institution finds that an error was made, it will make the appropriate adjustments to your account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

If:

- (1) your Financial Institution is a party to an industry dispute resolution scheme; and
- (2) that scheme provides a matter can be heard under the scheme if your Financial Institution does not give a final decision on the matter within a specified time, your financial institution will advise you in writing about the option of taking the matter to the scheme within 5 business days after the specified time period expires.

When your Financial Institution advises you of the outcome of its investigation, it will:

- give you reasons, in writing, for its decision by reference to these Conditions of Use, the EFT Code of Conduct and any other relevant industry code of practice

to which it is bound by;

- advise you of any adjustments it has made to your account; and
- advise you in writing of other avenues of dispute resolution (including Consumer Affairs Agencies and Small Claims Courts) if you are not satisfied with your Financial Institution's decision.

If your Financial Institution decides that you are liable for all or any part of a loss arising out of unauthorised use of your CUECARD, it will:

- give you copies of any documents or other evidence it relied upon; and
- advise you whether or not there was any system or equipment malfunction at the time of the transaction complained of.

If your Financial Institution fails to carry out these procedures or causes unreasonable delay, your Financial Institution may be liable for part or all of the amount of the disputed transaction where its failure or delay has prejudiced the outcome of the investigation.

## 16. MALFUNCTION

Other than to correct the error in your account and the refund of any charges or fees imposed on you as a result, your Financial Institution will not be liable to you for any loss caused by an Electronic Banking Terminal malfunctioning if you were aware, or should have been aware, that the terminal was unavailable for use or was malfunctioning.

## 17. STATEMENTS AND RECEIPTS

A transaction record slip will be available for each financial transaction carried out with your CUECARD at an Electronic Banking Terminal. You should obtain, check and retain all transaction record slips issued to you for checking against your account statements.

Your Financial Institution will send you account statements at least every 6 months. You may request more frequent account statements from your Financial Institution.

For accounts that have a pre-arranged credit facility attached, your Financial Institution will send you an account statement monthly or as otherwise required by any applicable legislation, EFT Code or relevant industry code of practice.

You may request a copy of your account statement at any time.

## 18. FEES AND CHARGES

Your Financial Institution reserves the right to charge a fee for any transaction at an Electronic Banking Terminal or for issuing additional or replacement cards and your Financial Institution is irrevocably authorised to debit your linked accounts with those fees.

You will be advised by your Financial Institution of any applicable fees and charges at the time you apply for your CUECARD.

If you use ATMs other than ATMs that are owned or recommended by your Financial Institution from time to time, the operator of that ATM may apply a direct charge for use by you of its ATM. The amount of the direct charge fee will be displayed on the screen of the ATM prior to you agreeing to complete the transaction and incur the direct charge. At the time you apply for your CUECARD your Financial Institution will advise you of any other applicable fees and charges that may apply in relation to you using your CUECARD at ATMs.

## 19. GOVERNMENT FEES AND CHARGES

Your Financial Institution reserves the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your CUECARD by government or by any regulatory authority. Your Financial Institution is also irrevocably authorised to debit your linked accounts with those fees, charges, duties and taxes.

## 20. CHANGES TO CONDITIONS OF USE

Your Financial Institution reserves the right to change these Conditions of Use and to vary the fees and charges that apply to your CUECARD.

Your Financial Institution will notify you in writing at least 30 days before the effective date of change if it will:

- impose or increase charges for transactions at Electronic Banking Terminals or for issuing additional or replacement CUECARDS;
- increase your liability for unauthorised use; or
- adjust daily withdrawal limits.

Your Financial Institution may notify you of other changes either through:

- notices on, or sent with account statements;
- notices on Electronic Banking Terminals or in branches; or
- press advertisements.

In addition, in the last two cases, the Financial Institution will give you written advice of the changes at the time of your next account statement.

Written notice will not be given of a variation that is required by an immediate need for the Financial Institution to restore or maintain the security of its systems or your linked accounts.

You will be taken to have received by a written notice from your Financial Institution under this paragraph 20 in the due course post, if it is mailed, to the last address for you known to your Financial Institution. If a written notice is delivered to you personally the date of delivery is the date you receive the notice.

If you retain and use your CUECARD after notification of any authorised changes, your use of your CUECARD shall be subject to those changes.

## 21. OTHER GENERAL CONDITIONS

These Conditions of Use govern your CUECARD access to your linked accounts, at your Financial Institution. Each transaction on an account is also governed by the terms and conditions to which that account is subject. If there is any inconsistency between these Conditions of Use and the terms applicable to any of your accounts, these Conditions of Use prevail except to the extent that they are contrary to any applicable legislation, the EFT Code or any relevant industry code of practice.

The CUECARD issued to you always remains the property of your Financial Institution. Your Financial Institution may:

- (1) demand that the CUECARD be returned to it at any time:
  - for security reasons;
  - if you breach these Conditions of Use or the terms and conditions of the accounts linked to your CUECARD; or
- (2) capture the CUECARD at any Electronic Banking Terminal.

You agree that you will promptly notify your Financial Institution of any change of address for the mailing of any notifications, which your Financial Institution is required to send to you.

Your Financial Institution may post all statements and notices to you at the address last notified by you to your Financial Institution. If your CUECARD is issued on a joint account, each party to that account is jointly and severally liable for all transactions on the CUECARD.

## 22. DEFINITIONS

- ATM: Automated Teller Machine.
- CUECARD: A plastic debit card issued by your Financial Institution to enable electronic access to your Linked Accounts via Electronic Banking Terminals.
- eftpos: Electronic funds transfer at point of sale.
- Electronic Banking Terminal: An ATM or eftpos device owned by your Financial Institution or included in an authorised interchange network.
- Financial Institution: the financial institution at which you hold your CUECARD account.
- Linked Account: An account you have with your Financial Institution to which you may obtain access by use of the CUECARD.
- PIN: Your secret personal identification number relating to your CUECARD.

## 23. INTERPRETATION

For the purposes of these Conditions of Use, 'day' means a 24 hour period commencing at midnight Eastern Standard Time or Eastern Summer Time, as the case may be, in Sydney.

A reference to:

- one gender includes the other gender; and
- the singular includes the plural and the plural includes the singular.

## 24. ANTI-MONEY LAUNDERING

You acknowledge and agree that:

- where required, you will provide to your Financial Institution all information reasonably requested by your Financial Institution in order for your Financial Institution to comply with the fraud monitoring and anti-money laundering and counter terrorism financing obligations imposed on it pursuant to the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (Cth) ("AML Act") and any other applicable laws, rules and regulations;
- your Financial Institution may be legally required to disclose information about you and your nominee to regulatory and/or law enforcement agencies;
- your Financial Institution may block, delay, freeze or refuse any transactions where your Financial Institution in its sole opinion considers reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach the AML Act or any other applicable laws, rules and regulations;
- where transactions are blocked, delayed, frozen or refused by your Financial Institution, you agree that your Financial Institution is not liable for any loss suffered by you or other third parties arising directly or indirectly as a result of your Financial Institution taking this action; and
- your Financial Institution will monitor all transactions that arise pursuant to your use of the CUECARD in accordance with its obligations imposed on it in accordance with the AML Act and any other applicable laws, rules and regulations.

