

# Conditions of Use for Electronic Banking.

Effective – 1 April 1999



TAILORED FINANCIAL SOLUTIONS

National Australia Bank Limited ACN 004044937 (“the National”), after consultation with State and Federal authorities, has adopted procedures governing electronic banking.

This “Conditions of Use” documents serves to clarify the rights and responsibilities of both the National and the Cardholder as well as providing the Cardholder with a ready reference.

### **Lost/Stolen Cards**

Call Freecall 1800 033 103.  
(24 hours a day)

### **Personal Identification Number (“PIN”)**

You may change your PIN as frequently as you wish at selected National automatic teller machines (“ATMs”). Telephone our Customer Service Line on 13 22 65 for a complete list of locations.

### **ATM Emergency**

- During business hours, report the problem to the branch in which the ATM is located.
- After hours, call Freecall 1800 036 066.

### **Note**

As part of the National’s security procedures, transactions conducted at ATMs may be photographed.

## **Introduction**

Welcome to the convenient world of the National's electronic banking services.

As our customer, you now have access to electronic banking services which make it easier and more convenient to undertake common banking transactions and to purchase many goods and services.

**In agreeing to these Conditions of Use you assume certain rights and obligations. Similarly, we assume certain rights and obligations.** This booklet details these respective rights and obligations, and offers guidance on the proper and safe use of electronic banking services.

The rights and obligations outlined by this booklet are in accord with the Federal and State Governments' "Electronic Funds Transfer Code of Conduct".

We recommend you **spend time to familiarise yourself with the following Conditions of Use**, and keep this booklet in a convenient place for future reference.

In case of errors or questions about your accounts, please refer to Section 5 of these Conditions of Use.

**If you believe your Card has been stolen and/or your PIN divulged, please refer to Condition 3.9** for advice on the action to take to limit your liability.

Should you require further information, please contact any branch of the National.

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## 1 General

- 1.1 When you make application for an electronic banking facility you are given your own Personal Identification Number (PIN). Your personalised Card will be subsequently mailed or delivered to you as directed by you or advised by the National.

The provisions of Section 3 of these Conditions of Use as regards safekeeping of the PIN apply immediately on receipt of your PIN. The full Conditions of Use apply on receipt of the Card. You are not liable for any unauthorised use that occurs prior to receipt of your Card and PIN.

- 1.2 These Conditions of Use apply to the person/s in whose name/s the Nominated Account/s is held whether or not a Cardholder, and to any other person/s authorised to operate on a Nominated Account/s by means of a Card and PIN.
- 1.3 The following definitions apply throughout these Conditions of Use unless otherwise stated:

“**Card**” means any Card issued by the National for use in its electronic banking system. It may include FlexiCard, Bankcard, MasterCard and Visa cards, or any other Card issued by the National from time to time.

“**Cardholder**” means a customer of the National who has been issued a Card. It also applies to any other person who has been nominated by a customer to operate on a Nominated Account and who has been issued a Card.

“**Customer**” means a customer of the National.

“**Merchant**” means a provider of goods and services whose premises have one or more electronic banking terminals.

“**National**” means National Australia Bank Limited ACN 004044937.

**“Nominated Account”** means a bank account nominated in writing by a Customer to be accessed by a Card through an electronic banking terminal.

**“PIN”** means the personal identification number allocated by the National or personally selected by the Cardholder using a facility provided by the National.

**“Terminals”** means any authorised terminal connected to the National’s electronic banking system and includes teller machines, automatic telling machines (ATMs), point of sale (POS) terminals, and home banking terminals.

**“Unauthorised transaction”** means any transaction where:

- you claim that you did not engage in or have knowledge of or consent to the transaction even though your Card and the correct PIN were apparently used to generate the disputed transaction; or
- through a technical malfunction you did use your Card and PIN for the particular Card and the transaction entered in your Nominated Account differs in value from the terminal transaction record. Please refer to Section 4.2.

1.4 **These Conditions of Use apply to all transactions involving the use of your PIN** in conjunction with your Card in any computer terminal which causes a Nominated Account to be debited or credited.

Separate conditions of use exist for credit cards issued by the National and for the credit account which may be used in conjunction with these cards. Unless otherwise stated in these conditions, the Conditions of Use for Electronic Banking services do not change or amend any of the existing rules, regulations, agreements and

disclosures pertaining to these cards. Where the conditions herein conflict with other card agreements, the Conditions of Use herein will prevail where a PIN authorises a transaction, except for notice of cancellation, or revocation of service issued under a credit card conditions of use.

- 1.5 **Any transaction which is completed at a terminal that causes a Nominated Account to be debited, constitutes a valid and irrevocable authority to the National to debit the Nominated Account. However, your liability for the transaction could be limited in terms of Conditions 3.3, 3.4 and 3.9.**
- 1.6 The National reserves the right to limit the amount which may be withdrawn or transferred from a Nominated Account by use of a Card.
  - A “daily” limit applies from midnight to midnight (Eastern Standard Time).
  - A “weekly” limit applies from a Thursday to the next Wednesday midnight (Eastern Standard Time).

The limits normally apply to transactions that:

- will be charged to a “nominated” cheque or statement savings account (a debit transaction); or
- are termed credit card “cash advances” and the cash is delivered by an ATM.

You will be advised of these specific limits when issued with a Card, and you will be subsequently advised of any change to these limits. The limits advised by the National are not an undertaking by us to so limit the amounts withdrawn or transferred by use of your Card.

However, the advised limits do limit your liability for unauthorised transactions. (See Section 3.)

- 1.7 Your Card and PIN enable transactions to be made on those bank accounts which have been nominated for the electronic banking service. These Nominated Accounts are identified on the reminder card accompanying the initial advice of the National allocated PIN.

There is a limit to the number and type of accounts which can be electronically accessed. Two main cheque accounts or two main statement savings accounts or one of each, together with three additional accounts of either or both of the above account types, may be accessed by each Card although some Terminals may not allow access to all accounts.

When the Card is a credit card, a Nominated Account will be the credit card account. This facility is available if and when terminals permit credit card service.

Retail Electronic Funds Transfer at the Point of Sale (EFTPOS) terminals permit access to one only of the Nominated Accounts you have designated as a "main account"s for each transaction. (That is, an individual EFTPOS transaction must be debited to one account, although a separate transaction may be debited to another designated "main account".)

- 1.8 Subject to the terms and conditions applying to your Nominated Account, your Card and PIN enable you to use the National's ATMs and EFTPOS Terminals as determined by the National.

The National's ATMs allow you to deposit, withdraw or transfer funds between all Nominated Accounts, order statements (except a credit Card statement), change your PIN at selected ATMs and check your account balances.

Other ATMs accepting Cards allow you to withdraw funds and check your designated “main account” balances and, if applicable, credit Card balance.

EFTPOS Terminals allow you to pay for purchases with the option of withdrawing extra cash from your designated “main account” at certain locations (but not from a credit Card account).

The processing of a transaction to a particular account will depend on the functionality of the Terminal (for example an overseas Terminal may process a transaction to a credit Card account even though you sought to initiate a debit transaction).

Fees may apply to these transactions.

- 1.9 It is your responsibility to familiarise yourself with the correct use of ATMs. If you are unsure or require assistance in the operation of the ATM, please seek assistance from our branch staff or contact the special emergency telephone number listed at the front of this booklet.
- 1.10 The National warrants that it will comply with the requirements of the Electronic Funds Transfer Code of Conduct.

## **2 Operation of Electronic Banking Services**

- 2.1 It is desirable for you to **retain terminal transaction slips to verify your account statements.**
- 2.2 If there is a discrepancy between the amount of cash delivered by an ATM, and the amount shown on the transaction card, report the facts as soon as possible to the branch in which the ATM is located. If the discrepancy occurs outside of business hours, or at an ATM not located on the National’s premises, use the special emergency

telephone number listed at the front of this booklet.

- 2.3 In the event of an EFTPOS terminal malfunction or failure, the Merchant will provide alternative manual procedures to enable a transaction to be made. You will be required to present your Card for imprinting of a transaction voucher, indicate one of the main Nominated Accounts, and sign the transaction voucher.

(The procedure is similar to that used for paper voucher credit card transactions.) We reserve the right to vary the manual procedure at any time.

If you have indicated on the paper voucher that a main Nominated Account is to be debited, and that account is closed or has insufficient funds available, we may redirect the debit entry to the other main Nominated Account without notice to you.

- 2.4 The National will not be liable for the refusal of any Merchant to accept a Card, and to the extent permitted by law, will not be responsible for the goods and services supplied by a Merchant. Any complaints concerning the purchase of goods and service must be resolved with the Merchant.
- 2.5 Promotional material referring to our electronic banking service that is displayed on or in any premises, is not to be taken as a warranty by the National, or by the Merchant carrying on a business in those premises, that all goods and services may be purchased by means of an electronic transaction. As a Cardholder, you also accept that the use of your Card may be subject to other limitations imposed by the Merchant.

Merchants may make cash payments to Cardholders using the electronic banking service subject to certain conditions. We accept no responsibility for any such conditions imposed by the Merchant.

**2.6 When making a deposit at an ATM you should be aware that such deposit may not be credited to your account/s immediately.**

A deposit lodged in an ATM is subject to verification and is not credited to your account until the National's following business day. In the event of a discrepancy between the deposit value determined by the National and your deposit claim, you will be promptly advised.

Remember to include the ATM deposit advice card in the envelope with the deposit, as failure to do so may delay funds being credited to your account.

The National will accept responsibility for the security of your deposit correctly lodged at an ATM which offers depositing services.

Where the claimed deposit is not available for verification following forceful removal of the ATM or other criminal act, the National requires you to reasonably substantiate the value of your claim.

**2.7 If you make a deposit in the form of, or including a cheque, the funds of the cheque are not available for withdrawal until the cheque reaches the paying bank and we are guaranteed payment. (This condition applies to deposits made through an ATM or at a branch of the National.)**

Because of requirements of the National's systems, we reserve the right to place a "hold" on the full amount of a deposit which includes a cheque. (That is, for example, where a deposit includes cash and one or more cheques, the hold applies to the cash component as well as to the value of cheques.)

Holds normally are applied for five (5) bank business days, and transactions at an ATM or other terminal requiring use of these funds will be refused within this period.

Therefore, if you wish to deposit cash and expect to withdraw against the sum of that cash within the five day period, you are advised to deposit the cash separately from the cheques. (That is, make two deposit transactions.)

The National will not be responsible for a claim or wrongful refusal of a transaction if this condition is disregarded. You are entitled to enquire from any branch of the National if holds are to be applied to any deposit.

### **3 Cardholder Responsibilities and Liabilities**

#### **3.1 You, the Cardholder, agree:**

- to sign the Card immediately on receipt;
- to provide reasonable protection for the Card from theft;
- to notify the National should the Card be lost; See section 3.9;
- to advise any change of address in writing to the branch at which the Nominated Account is kept, or to the National's Card Centre; (Refer Section 8 for address);
- to use the Card in terms of these conditions; and
- to destroy an expired Card.

You also agree:

- **not to permit any other person to use the Card;**
- **not to disclose the PIN to any other person including a family member or friend;**
- **not to record the PIN on the Card or on any article carried with the Card or liable to loss or theft simultaneously with the Card;**

- **to destroy the National’s PIN envelope after memorising the PIN;**
- **to take reasonable care when using a terminal to ensure the PIN is not disclosed to any other person.**

Should you require a memory aid to recall your PIN you may make such a record providing the record is reasonably disguised.

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

- **not** to record the disguised PIN on your Card;
- **not** to disguise the PIN by reversing the number sequence;
- **not** to describe the disguised record as a ‘PIN record’;
- **not** to disguise the PIN as a telephone number, part of a telephone number, postcode or date of birth;
- **not** to disguise the PIN using alphabetical characters, eg:
  - A = 1
  - B = 2
  - C = 3 etc.

There may be other forms of disguise which may be similarly unsuitable because of the ease of another person discerning your PIN.

**Please exercise extreme care if you decide to record a memory aid for your PIN.**

- 3.2 As stated in Condition 1.5, **you are responsible for all transactions authorised by your use of the Card and PIN** or undertaken by another person

with your knowledge and/or consent. Your liability for any use not authorised by you may be limited in terms of Conditions 3.3, 3.4 and 3.9 herein.

**3.3 Should transactions be charged to your account although the transactions were not authorised by you (that is, you did not engage in or have knowledge or consent to the transaction although your Card and correct PIN were apparently used), then if you have contributed to the commission of those transactions by:**

3.3.1 voluntarily disclosing the PIN to anyone, including a family member or friend; or

3.3.2 indicating the PIN on the Card; or

3.3.3 keeping a record of the PIN (without a reasonable attempt at disguising the record) with any article carried with the Card or liable to loss or theft simultaneously with Card; or

3.3.4 unreasonably delaying notification of:

(i) the misuse of your Card; or

(ii) belief or knowledge of your PIN becoming known to someone else; or

(iii) the loss or theft of the Card;

you will be liable for any loss up to the lesser of:

(a) the actual loss (ie. the total of the unauthorised transactions) incurred up to the time the National is notified of the loss, theft of your Card or notice of the existence of unauthorised transactions; or

(b) the balance of your account including the value of prearranged credit drawn; or

- (c) the maximum daily amount, as detailed in Condition 1.6, you would have been entitled to draw over the relevant period prior to notification of the loss, theft or existence of an unauthorised transaction multiplied by the number of days on which unauthorised use occurred; or
- (d) the maximum weekly amount, as detailed in Condition 1.6, you would have been entitled to draw over the relevant period prior to notification of the loss, theft or existence of an unauthorised transaction multiplied by the number of weeks on which unauthorised use occurred; or

Where you have contributed to the loss only under Condition 3.3.4, then you will be liable for the actual losses which could have been prevented from occurring in the period between when you became aware of the events described in Condition 3.3.4 (or should reasonably have become aware in the case of loss or theft of the Card), and the time the National was actually notified. However, this liability will not exceed the lesser of (b) or (c) above.

In the case of EFTPOS transactions performed manually, your liability is limited to a total of \$50.

**3.4 Where it is unclear whether or not you have contributed to losses resulting from unauthorised transactions** as defined in Condition 3.3 then you will be liable for the lesser of:

- (a) \$50 (Fifty dollars); or
- (b) the balance in your account, including any amount of prearranged credit; or
- (c) the actual loss incurred up to the time the National is notified of the loss or theft or existence of an unauthorised transaction.

In determining whether it is unclear whether you have contributed to the loss, the National will consider all reasonable evidence, including all reasonable explanations for the transaction occurring. The fact that your account has been accessed with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss.

You will not be liable for losses resulting from unauthorised transactions where it is clear that you have not contributed to such losses.

- 3.5 When withdrawing cash from an ATM, you should immediately check that the correct sum has been delivered. (Refer to Condition 2.2 in the event of error.)
- 3.6 Your Card is issued with validity dates denoting month and year eg. 06/00 is June 2000. The commencing date is the first day of the month, the expiry date the last day of the month. Cards are not valid before or after these dates.

Expired Cards must be destroyed.

- 3.7 You agree that your Card (or Cards) remains the property of the National. You further agree to return the Card to us upon:
- notice from the National cancelling your Card;
  - or
  - closure of all your Nominated Accounts; or
  - revocation of authority to operate your Nominated Accounts by means of your Card.

- 3.8 Your Card may be confiscated by an ATM should repeated entry of an invalid PIN occur. The number of additional entries allowed after the first invalid entry may be varied at the National's discretion and is not subject to any prior notice.

- 3.9 If you believe your **Card has been lost or stolen, or your PIN divulged or that there has been misuse of your Card, you must advise the National as soon as possible.**

Once the National has been notified of these matters no further transactions will be permitted in your Nominated Accounts. It is therefore most important you report the loss, theft or misuse of a Card as soon as possible. Until the National is informed accordingly you shall be liable for all transactions undertaken with the Card and PIN, although your liability may be limited in terms of Condition 3.3 or 3.4.

In the case of a lost or stolen Card you should call the telephone number listed on all National ATMs and under Section 8 of this booklet.

Where telephone facilities are not available during particular periods, any losses occurring during these periods that were due to non-notification are deemed to be the liability of the National, providing notification is made to the National within a reasonable time of the facility again becoming available.

A form of acknowledgment will be issued by the National, and this should be retained as evidence of the date and time of your report.

You should confirm the loss, theft or misuse or your Card/PIN as soon as possible by calling at a branch of the National.

- 3.10 It is advisable for you to **review your statements of account and bring to our attention any discrepancies, errors or unauthorised transactions as soon as possible. If you believe there is an error or discrepancy in a statement of a Nominated Account/s, or you wish to dispute a transaction, you must report this to the National.** Initially, you should report these matters to the branch or location shown on the account statement.

- 3.11 Remember to take proper care of your Card. Do not keep your Card in contact with other cards that have a magnetic stripe. Magnetic stripes can react with each other and if this occurs your Card may no longer operate a terminal.

#### 4 The National's Responsibilities and Liabilities

- 4.1 Nothing in these Conditions of Use diminishes the National's obligations to you to maintain conventional banking standards, or diminishes our responsibilities as defined by legislation or common law for those accounts on which PIN authorised transactions are debited or credited.

However, if you are aware or should have been aware that an ATM or EFTPOS terminal or other equipment was unavailable for use or malfunctioning, then our responsibilities will be limited to the correction of errors in your account and the refund of any charges or fees imposed as a result.

- 4.2 The issuing of a terminal transaction record may be accepted as evidence that the transaction has been performed by the National in terms of the transaction record. The National will accept liability for direct losses disclosed by comparison of the transaction record with the account statement entry. This condition does not apply to deposits lodged in ATMs. (See Condition 2.6.)
- 4.3 The National will provide you with a statement for your cheque or **statement** savings account **on a periodic basis**. You may request this period to be monthly, or quarterly or six monthly or for other specific periods less than six monthly.

**A statement of account may also be requested at other times** with information to the date of the request. A 'request' statement is produced and delivered to a branch or posted the following business day. Credit card account statements are

provided in terms of the card's specific conditions of use.

- 4.4 To the extent permitted by law, the National reserves the right to charge your Nominated Account/s with any government charges, duties or taxes now or later imposed on transactions on the Nominated Account/s.
- 4.5 For the purposes of preparing statements, we reserve the right to show an electronic transaction as having been carried out on the next business day after the day the transaction was made.

## **5 Complaint Investigation and Resolution Procedure**

- 5.1 If you (the Cardholder) believe that there has been an error in a transaction, or instances of unauthorised transactions, or error in your statement of account, promptly notify the National by phone as explained in Condition 3.9 and confirm that notice in writing as soon as possible to the branch or location shown on the account statement. All relevant information available to you regarding the complaint is to be disclosed to the National.

You may be required to report any unauthorised transaction to the police and to provide the National with a copy of such report. You may also be required to complete a statutory declaration detailing particulars of the disputed transaction.

- 5.2 Should the National be unable to resolve the matter immediately to your satisfaction, we will provide you with a written advice of our procedures by which it will be investigated further.

The National will acknowledge receipt of your claim, and within twenty one (21) days of receipt of relevant details we will advise you in writing of either:

- (a) the outcome of our investigation, detailing the reasons of our decision with reference to the specific terms of the contract where appropriate; or
- (b) the need for more time to complete our investigation.

Unless there are exceptional circumstances, of which we shall advise you in writing, we may require up to forty five (45) days from receipt of your complaint to complete our investigations.

- 5.3 Where an investigation continues beyond 45 days, we shall provide you with monthly updates on the progress of our investigation and a date when a decision can be reasonably expected, except where we are awaiting a response from you and we have advised you of this fact.
- 5.4 If, because of a delay in giving a final decision, you have a right to take a matter to the Banking Ombudsman, we will advise you in writing about that right within five (5) Business Days of the day on which you acquire it.
- 5.5 If the National concludes, as a result of our investigations, that your account has been incorrectly debited or credited, we will promptly adjust your account (including any interest and charges) accordingly and notify you in writing of the amount by which your account has been adjusted as a result.

If we conclude from our investigations that your account has not been incorrectly debited or credited, or in the case of unauthorised transactions, that you have contributed to at least part of the loss occasioned by the unauthorised use (see Condition 3), we will supply you with copies of any document or other evidence on which we based our finding.

- 5.6 If you are not satisfied with our findings you may request, in writing, a review of these findings by our senior management. Such requests are to be directed to the National's Card Centre. (Refer Section 8 for address.)

After this further review, should you remain dissatisfied with the findings of the investigation, external avenues of complaint exist including Consumer Affairs Department, Small Claims Tribunal and, as applicable, the Banking Ombudsman.

- 5.7 Where the National, its employees or its agents fail to observe the allocation of liability, and complaint investigation and resolution procedures as set out in Section 3, and where such failure prejudiced the outcome of the complaint or resulted in unreasonable delay in its resolution, the National will be liable for the full amount of the transaction which is the subject of the complaint.

## **6 Alterations to Conditions of Use**

- 6.1 These Conditions of Use may be altered, amended or added to by the National at any time.

- 6.2 The National will give you at least 30 days' written notice of any change to:

(a) Condition 1.6; or

(b) an increase in your liability for losses relating to use of your Card; or

(c) if the National imposes or increases charges relating solely to the use of your Card and PIN or the issue of an additional or replacement Card.

- 6.3 However, other changes may be advised in advance through:

- (a) notices on or with periodic account statements;
- (b) notices on terminals or displayed in branches;
- (c) press advertisement.

Where (b) and (c) are used, a subsequent written advice will be included on or with the next statement for a Nominated Account.

## **7 Code of Banking Practice**

7.1 If the Code of Banking Practice applies to a Nominated Account, the National will provide you upon request with:

- (a) information on the National's current interest rates and fees and charges;
- (b) general information describing banking services, the identification requirements of the Financial Transaction Reports Act and the options available to you under the tax file number legislation; and
- (c) a copy of the Code of Banking Practice.

7.2 The relevant provisions of the Code of Banking Practice apply to the electronic banking services which are governed by these Conditions of Use.

## **8 Lost/Stolen Card Reporting**

Call Freecall

1800 033 103

24 hours a day

### **Cardholder Service**

Telephone enquiries 13 22 65 (8.00am – 8.00pm Australian Eastern Standard Time or Australian Eastern Standard Summer Time (whichever is applicable), Monday to Friday).

All correspondence concerning cards should be addressed to:

The Manager

Cardholder Services

Cards Australia

National Australia Bank Limited

GPO Box 9992

Melbourne Vic 3001

