



NAB electronic banking (card based)

Product disclosure statement

Including Conditions of Use
for electronic banking
(card based)

effective 01.07.05

For more information call **13 22 65**
or

13 BANK

8am-8pm EST, Monday to Friday
or visit us at national.com.au



Hearing impaired customers
with telephone typewriters
can contact us on **1300 363 647**

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Product disclosure statement

This document forms part of the Product Disclosure Statement (PDS) for NAB's card based electronic banking facilities, along with the following document:

- A Guide to Fees and Charges – Personal (if you are a Personal Customer); or
- A Guide to Fees and Charges – Business (if you are a Business Customer).

If you have not already received a copy of the applicable document, please contact NAB.

This PDS sets out important information about NAB's card based electronic banking facilities. By using this PDS you will be able to understand:

- significant characteristics and features of NAB's card based electronic banking facilities;
- the benefits and risks associated with NAB's card based electronic banking facilities.

It is important that this PDS is read thoroughly before making a decision to acquire NAB's card based electronic banking facilities.

Any advice in this PDS has been prepared without taking into account your objectives, financial situation or needs. Before acting on any advice in this PDS, NAB recommends that you consider whether it is appropriate for your circumstances.

NAB's card based electronic banking facilities are issued by National Australia Bank Limited ABN 12 004 044 937. You can contact NAB by visiting **national.com.au** or any branch, or calling **13 22 65**.

Part A

General information

Summary of important information

A. Lost/stolen cards/compromised PINs

If you believe your card has been lost/stolen and/or your PIN divulged, please call:

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

Unauthorised transactions

If you believe there has been an unauthorised transaction using your card and/or card account details, please notify NAB using one of the following methods:

- complete a 'Credit Card Purchases Disputed Transaction Advice' form located on **national.com.au**
OR call **13 22 65** and select the option to speak to a Customer Service Representative.

If you believe there has been an unauthorised transaction using your card and/or PIN, please notify NAB:

- call **13 22 65** and select the option to speak to a Customer Service Representative.

Customer service

If you require further information regarding your account, please call **13 22 65** (8am-8pm) Australian Eastern Standard Time or Australian Eastern Standard Summer Time (whichever is applicable), Monday to Friday, and select the option to speak to a Customer Service Representative.

B. Personal Identification Number ('PIN')

You may change your PIN as frequently as you wish at selected NAB automatic teller machines ('ATMs') or automatic deposit machines ('ADMs'). Refer to clause 6.5 of Part B of this PDS for further guidance on PIN selection. For a complete list of ATM and ADM locations, please contact NAB by:

- visiting **national.com.au** or
- call **13 22 65** and select the option to speak to a Customer Service Representative.

C. ATM/ADM emergency

To report an ATM or ADM breakdown or malfunction, or alternatively to query a current ATM or ADM transaction (such as a card not returned by ATM or ADM or incorrect cash disbursement), please contact NAB:

- call **13 22 65** and select the option to speak to a Customer Service Representative;
- after hours, Freecall **1800 036 066**.

Note As part of NAB's security procedures, transactions conducted at ATMs/ADMs may be photographed.

Features and benefits

Welcome to the convenient world of NAB's card based electronic banking facilities. You now have access to card based electronic banking facilities, which make it easier and more convenient to undertake common banking transactions and to purchase many goods and services by accessing your accounts electronically.

NAB's card based electronic banking facilities include NAB Debit Card, American Express®, MasterCard, Visa and Deposit Only Cards.

Risks associated with NAB's card based electronic banking facilities

It is important to safeguard your card, card account details, PIN and any other passwords, equipment or software required for your operation of NAB's card based electronic banking facilities. If you do not, then you may be liable for unauthorised transactions and other amounts as set out below.

You may also have other liabilities, and NAB's liability may be limited, as described below.

There is a risk of unauthorised or mistaken transactions being made through NAB's card based electronic banking facilities. In certain circumstances, NAB's liability in respect of unauthorised or mistaken transactions is limited.

In some circumstances NAB may not be liable for losses caused by equipment or system failure (including consequential losses).

You may be liable for amounts (including losses or damages suffered by NAB) arising in relation to a cheque collected by NAB where you are not the true owner of the cheque.

The amount that may be transferred or withdrawn using NAB's card based electronic banking facilities may be limited.

In some cases the way in which an EFT Transaction is processed will depend on the functionality of the equipment used.

For further information on each of these risks see the Conditions of Use in Part B of this PDS.

Significant taxation implications

You may be liable for government charges and taxes relating to transactions carried out through NAB's card based electronic banking facilities. See NAB's brochure 'A Guide to Fees and Charges – Personal' or 'A Guide to Fees and Charges – Business' (as applicable) included in this PDS and available from NAB from time to time.

How can I get more information?

You can obtain more information about NAB's:

- card based electronic banking facilities;
- current interest rates;
- standard fees and charges; or
- banking with NAB;

or by visiting **national.com.au** or any branch, or calling **13 22 65**.

What do I do if I have a problem or dispute relating to my account?

Please refer to the Summary of important information (refer page 4) for contact numbers in relation to lost/stolen cards, compromised PINs, unauthorised transactions on your accounts or ATM/ADM problems.

For information about resolving problems or disputes, contact NAB on **1800 152 015**, or ask at any branch of NAB.

If you subsequently feel that an issue has not been resolved to your satisfaction, you may be able to raise your concerns with the Banking Ombudsman if you are an individual or small business customer covered by the Banking and Financial Services Ombudsman Scheme.

Are commissions payable on these products to staff members of NAB?

Staff members are salaried employees of the National Australia Bank Limited and do not receive any proportion of any fees or commissions paid to NAB in connection with the products detailed in this PDS.

Staff members may be entitled to receive additional monetary or non-monetary benefits and/or rewards resulting from participation in programs conducted by NAB. Monetary benefits or rewards may include an annual bonus the level of which may depend on the overall performance of NAB group of companies. Non-monetary benefits or rewards for staff members and their partner may include gift vouchers, film tickets, restaurant meals, attendance at an annual conference or other functions.

Whether staff members receive any such benefits and rewards depend on a number of performance related factors including the level of remuneration generated for NAB from sales of products as a consequence of the staff member's advice.

It is not possible to determine at any given time whether a staff member will receive such benefits or rewards or to quantify them. They are generally not directly attributable to any particular product that the staff member has given advice on.

Updating information

Information in Part A of this PDS that is not materially adverse information may change from time to time, and may be out of date at the time this PDS is given. Information in Part A of this PDS may be updated by making a notice containing the updated information available through:

- contacting NAB on **13 22 65**
- visiting NAB at **national.com.au** or
- visiting any branch.

You can find out details of changes to Part A of this PDS through any of these channels. A paper copy of any updated information for such changes may be obtained without charge on request.

After the product is issued you will be notified of any material change to, or significant event affecting, the information in this PDS. Changes to terms and conditions will be notified as set out in Part B of this PDS.

Meaning of words

Words defined in Part B of this PDS have the same meaning in Part A.

Part B

Conditions of Use for electronic banking (card based)

Introduction

These Conditions of Use for electronic banking (card based) replace NAB's Conditions of Use for electronic banking and all references to that document should now be read as referring to these Conditions of Use.

The rights and obligations outlined in these Conditions of Use comply with the Electronic Funds Transfer Code of Conduct as revised by the Australian Securities and Investments Commission and with the Code of Banking Practice.

1 Application of these Conditions of Use

When do the Conditions of Use apply?

- 1.1 These Conditions of Use are binding on You from whichever of the following first occurs:
 - (a) in relation to a Card which is not a credit card, by applying for the Card to be issued and linked to any Nominated Account; or
 - (b) the Accountholder or any Cardholder conducts an EFT Transaction on any Nominated Account; or
 - (c) subject to clause 1.1(d) any Cardholder receives their Card; or
 - (d) in relation to a credit card, upon receipt of the Card or Card Account Details, whichever is received first.

However, note clause 6.5 and the guidelines on security in clause 6.6 apply immediately upon receipt of the PIN.

Application of Conditions of Use

- 1.2 These Conditions of Use apply to EFT Transactions on Your Nominated Accounts. These include, but are not limited to:
 - (a) EFT Transactions initiated by You at NAB ATMs or ADMs using Your Card and PIN;
 - (b) EFT Transactions initiated by You at ATMs provided by other institutions using Your Card and PIN;
 - (c) EFT Transactions initiated by You at EFTPOS facilities provided by Merchants using Your Card and PIN;
 - (d) EFT Transactions initiated by You using Your Card Account Details through other Electronic Equipment (such as personal computer or telephone) including for example Merchant Internet sites and by telephone or e-mail with a Merchant; and
 - (e) EFT Transactions initiated by You where a credit card is used through a 'swipe-only' device that does not require a manual signature.

Conditions of Use do not apply

- 1.3 These Conditions of Use do not apply to transactions (including transactions involving Nominated Accounts linked to Your Cards) undertaken over the following channels:
 - NAB Internet Banking;
 - NAB Telephone Banking;
 - NAB Online Corporate; and
 - NAB Online Business.

These channels have separate terms and conditions of use.

Other terms and conditions

- 1.4 Separate terms and conditions exist for:
- (a) credit cards issued by NAB and for the credit account which may be used in conjunction with these credit cards; and
 - (b) any of the Nominated Accounts which can be accessed using Your Card.

Unless otherwise stated in these conditions, the Conditions of Use do not change or amend any of the existing rules, regulations, terms and conditions and disclosures pertaining to these Cards or Nominated Accounts. Where the conditions in this document conflict with other agreements governing Cards or Nominated Accounts, these Conditions of Use will prevail in respect of EFT Transactions, except for notice of cancellation, or revocation of service issued under credit card terms and conditions.

Accountholder to ensure distribution

- 1.5 Accountholders must ensure that each Cardholder is provided with a copy of this Conditions of Use document before any of the events referred to in clause 1.1 occur.

2 Limits on EFT transactions

Nominated accounts

- 2.1 Your Card and PIN (or Your Card Account Details) enable transactions to be made on those bank accounts which have been nominated for use with NAB's card based electronic banking facilities. When Your Card is a credit card, the credit card account is a Nominated Account. Other Nominated Accounts are identified on the reminder card accompanying the initial advice of NAB allocated PIN.

Please note clauses 3.2, 3.3 and 3.4 for other limits on EFT Transactions.

Number and type of accounts

- 2.2 There is a limit to the number and type of accounts which can be accessed by means of NAB's card based electronic banking facilities.

The Main Nominated Accounts comprise:

- two main cheque accounts or two main statement savings accounts (including home and personal loan accounts but excluding credit card accounts) or one of each; and
- if a Card is a credit card, the credit card account.

Furthermore, three additional accounts of either or both of the above account types (excluding credit card accounts) may be accessed by each Card.

However, some types of Electronic Equipment may not allow access to all types of accounts.

EFTPOS terminals permit access to one only of the Nominated Accounts (being either a cheque or savings account) You have designated as a 'main account' 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'.)

Amounts withdrawn or transferred

- 2.3 NAB reserves the right to limit the amount which may be withdrawn or transferred from a Nominated Account by way of certain EFT Transactions.

A 'daily' limit applies from midnight to midnight Australian Eastern Standard Time or Australian Eastern Standard Summer Time (whichever is applicable) to purchases and withdrawals of cash undertaken using a Card and PIN.

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 NAB are not an undertaking by NAB to so limit the amounts withdrawn or transferred by use of NAB's card based electronic banking facilities. However, the advised limit does limit Your liability for Unauthorised Transactions (see clause 6).

Valid and irrevocable authority

- 2.4 Your use of a Card, Card Account Details or PIN through Electronic Equipment to initiate an EFT Transaction is an unchangeable order to NAB to process the EFT Transaction. Neither a Cardholder nor an Accountholder may request NAB to stop or alter the EFT Transaction. However, the Accountholder's liability for the EFT Transaction could be limited in terms of clause 6.3.

3 Card based electronic banking facilities

NAB ATMs and ADMs

- 3.1 Subject to the terms and conditions applying to Your Nominated Account, Your Card and PIN enable You to use NAB's ATMs and ADMs as determined by NAB.

NAB's ATMs allow You to withdraw or transfer funds between all Nominated Accounts, obtain a record of recent transactions (not available for a credit card account), order a repeat statement (not available for a credit card account) and check Your account balances. Some NAB ATMs may also allow You to deposit funds into a Nominated Account and to change Your PIN.

NAB's ADMs allow You to deposit funds into Nominated Accounts using a Deposit Only Card and PIN.

It is Your responsibility to familiarise Yourself with the correct use of ATMs and ADMs. If You are unsure or require assistance in the operation of the ATM or ADM, please seek assistance from NAB's branch staff or contact NAB using the customer service enquiry details in the Summary of important information at the front of this document.

ATMs provided by other institutions

- 3.2 ATMs provided by other institutions accepting Cards may allow You to withdraw funds and check Your designated Main Nominated Account balances. Institutions providing other ATMs accepting Cards may impose their own restrictions on the operation of the Cards with their ATMs including limits to the amounts which may be withdrawn. NAB accepts no responsibility for such restrictions.

EFTPOS Terminals provided by merchants

- 3.3 EFTPOS Terminals allow You to pay for purchases and may allow the option of withdrawing extra cash from Your designated Main Nominated Account at certain locations (but not from a credit card account). Merchants providing EFTPOS Terminals accepting Cards may impose their own restrictions on the operation of the Cards with their EFTPOS Terminals including limits to the amounts which may be withdrawn. NAB accepts no responsibility for such restrictions.

Other transactions through electronic equipment

- 3.4 (Such as using a Merchant Internet site on a computer or by communicating through telephone or electronic mail with a Merchant). The Merchant or other person may impose their own restrictions on these EFT Transactions.

NAB accepts no responsibility for such restrictions.

Functionality

- 3.5 The processing of an EFT Transaction to a particular account will depend on the functionality of the Electronic Equipment (for example an overseas ATM may process a transaction to a Main Nominated Account which is a credit card account even though You sought to initiate a debit transaction on a different Nominated Account).

NAB accepts no responsibility for this differing functionality.

Fees

- 3.6 Fees may apply to any EFT Transaction You undertake with NAB's card based electronic banking facilities, the amount and nature of which are detailed in NAB's brochures:
- 'A Guide to Fees and Charges – Personal', or
 - 'A Guide to Fees and Charges – Business', as applicable.

4 Operation of card based electronic banking services

Receipts

- 4.1 (a) It is desirable for You to retain or record Receipts to verify Your account statements;
- (b) The issuing of a Receipt by an EFTPOS Terminal or ATM may be accepted as evidence that the transaction has been performed by NAB in terms of the Receipt. This condition does not apply to deposits lodged in ATMs or ADMs (see clauses 5.1 and 5.2).

Statements

- 4.2 (a) Credit card account statements are provided in terms of the credit card's specific terms and conditions. For other Nominated Accounts NAB will provide You with a statement at least every 6 months. You may request more frequent statements if You wish. To request a change to the frequency of Your statement, please contact NAB using the customer service enquiry details in the Summary of important information at the front of this document.
- (b) For all Nominated Accounts a statement of account may also be requested at other times with information to the date of the request.
- (c) For the purposes of preparing statements, NAB reserves the right to show an EFT Transaction as having been carried out on the next Business Day after the day the transaction was made.

Review statements of account

- 4.3 You should always review Your statements of account and bring to NAB's 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 an EFT Transaction, You must report this to NAB. Please refer to the customer service enquiry details in the Summary of important information at the front of this document.

Discrepancies in cash delivered by an ATM

- 4.4 When withdrawing cash from an ATM, You should immediately check that the correct sum has been delivered. If there is a discrepancy between the amount of cash delivered by an ATM, and the amount shown on the Receipt, report the facts as soon as possible to NAB. Please refer to the customer service enquiry details in the Summary of important information at the front of this document.

Cards

- 4.5 Remember to take proper care of Your Card. Do not keep Your Card in contact with other cards that have a magnetic strip. Magnetic strips can react with each other and if this occurs Your Card may no longer operate an ATM, ADM or EFTPOS terminal.
- (a) Your Card is issued with validity dates denoting month and year e.g. 06/02 is June 2002. 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.

- (b) You agree that Your Card remains the property of NAB. You further agree to return the Card to NAB or destroy the Card by cutting it vertically in half through its magnetic strip upon:
- (i) notice from NAB cancelling Your Card; or
 - (ii) closure of all Your Nominated Accounts; or
 - (iii) revocation of authority to operate Your Nominated Accounts by means of Your Card.
- (c) Your Card may be confiscated by an ATM or ADM should repeated entry of an invalid PIN occur. The number of additional entries allowed after the first invalid entry may be varied at NAB's discretion and is not subject to any prior notice.

EFTPOS malfunction

- 4.6 In the event of an EFTPOS Terminal malfunction or failure, the Merchant may 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.) NAB reserves 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, NAB may redirect the debit entry to the other Main Nominated Account (excluding a credit card account) without notice to You.

Merchants

4.7 NAB will not be liable for the refusal of any Merchant to accept a Card, or Card Account Details and will not be responsible for the goods and services supplied by a Merchant subject to:

(a) any rights You may have against NAB in relation to goods or services purchased by use of Your Card or Card Account Details if the transaction is covered by the Australian Securities and Investments Commission Act 2001 or the Trade Practices Act 1974; and

(b) any other applicable law.

Any complaints concerning goods and services purchased must generally be resolved with the Merchant.

Promotional material

4.8 Promotional material referring to NAB's card based electronic banking facilities that is displayed on or in any premises, is not to be taken as a warranty by NAB, or by the Merchant carrying on a business in those premises, that all goods and services may be purchased by means of an EFT Transaction. You also accept that the use of Your Card and Card Account Details may be subject to other limitations imposed by the Merchant.

Government charges

4.9 To the extent permitted by law, NAB 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.

5 Deposits

Cash deposits at ATMs and ADMs

5.1 When making a cash deposit at an ATM or ADM You should be aware that such deposit may not be credited to Your account immediately.

A cash deposit lodged in an ATM or ADM is subject to verification and at our discretion may not be credited to Your account until the following Business Day. Deposits made at an ATM or ADM after 6.00pm will be credited to your account within 2 Business Days.

In the event of a discrepancy between the deposit value determined by NAB and the amount recorded by the ATM or ADM, the Accountholder will be promptly advised of the actual amount which has been credited to the Nominated Account. Remember to include the ATM or ADM deposit advice card in the envelope with the deposit, as failure to do so may delay funds being credited to Your account. NAB reserves the right to correct or reverse any such deposit transaction.

NAB will accept responsibility for the security of Your deposit correctly lodged at an ADM or ATM which offers depositing services, subject to verification of the amount deposited.

Where the claimed deposit is not available for verification following forceful removal of the ATM or ADM or other criminal act, NAB requires You to reasonably substantiate the value of Your claim.

Deposits in the form of cheques

- 5.2 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 NAB is guaranteed payment. (This condition applies to deposits made through an ATM, ADM or at a branch of NAB.) In the event of a discrepancy between the value of cheques deposited as determined by NAB and Your deposit claim, NAB will inform You. NAB reserves the right to correct or reverse any such deposit transaction.

Because of the requirements of NAB's systems, NAB reserves 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 are normally applied for 3 Business Days, and transactions requiring use of these funds may be refused within this period.

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

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

Subject to clause 6, You, the Cardholder, agree to indemnify NAB against all claims or liabilities it may incur as a consequence of it collecting a cheque of which You are not the true owner.

6 Responsibilities and liabilities

Your responsibilities with respect to the Card

- 6.1 You agree:
- (a) to sign the Card immediately on receipt;
 - (b) to keep Your Card in a safe place, and provide reasonable protection for the Card from theft;
 - (c) to notify NAB should the Card be lost or stolen (refer to the contact details in the Summary of important information at the front of this document);
 - (d) to advise any change of address (refer to the customer service enquiry details in the Summary of important information at the front of this document);
 - (e) to use the Card in terms of these Conditions of Use;
 - (f) to destroy an expired Card; and
 - (g) if a temporary Card has been issued to You, You agree to destroy it upon receipt of a personalised Card.

General responsibility

- 6.2 The Accountholder is generally responsible for all EFT Transactions authorised by the use of the Card and/or PIN and/or the Card Account Details or undertaken by another person with Your knowledge and/or consent. The Accountholder's liability for any use not authorised by You may however be limited as provided below.

No Accountholder liability in some circumstances

- 6.3 The Accountholder is not liable for:
- (a) losses that are caused by the fraudulent or negligent conduct of NAB's employees or agents or companies involved in networking arrangements or of Merchants or of their agents or employees;
 - (b) losses arising because the PIN, Card Account Details or Card is forged, faulty, expired, or cancelled;
 - (c) losses that arise from EFT Transactions which required the use of Your Card or Your PIN and that occurred before You received the Card or PIN;
 - (d) losses that are caused by the same EFT Transaction being incorrectly debited more than once to the same account;
 - (e) losses resulting from Unauthorised Transactions occurring after notification to NAB that the Card has been misused, lost or stolen or the security of the PIN has been breached;
 - (f) losses resulting from Unauthorised Transactions where it is clear that You have not contributed to such losses.

Accountholder liability for unauthorised transactions

- 6.4 The Accountholder is liable for losses resulting from Unauthorised Transactions as provided below:
- (a) where NAB can prove on the balance of probability that You contributed to the losses through Your fraud or Your contravention of the security requirements in clause 6.5 the Accountholder is liable for the actual losses which occur before NAB is notified that the Card has been misused, lost or stolen or that the security of the PIN has been breached.

However, the Accountholder is not liable for any of the following amounts:

- (i) that portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s);
- (ii) that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period;
- (iii) that portion of the total losses incurred on any account which exceeds the balance of that account (including any prearranged credit);
- (iv) all losses incurred on any accounts which the Accountholder and NAB had not agreed could be accessed using the Card or PIN.

(b) the Accountholder is also liable where NAB can prove on the balance of probability that You contributed to losses resulting from Unauthorised Transactions because You unreasonably delayed notifying NAB after becoming aware of the misuse, loss or theft of the Card, or that the security of the PIN has been breached. The Accountholder will then be liable for the actual losses which occur between the time You became aware (or should reasonably have become aware in the case of a lost or stolen Card) and when NAB was actually notified. However, the Accountholder will not be liable for any of the following amounts:

- (i) that portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s);
- (ii) that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period;
- (iii) that portion of the total losses incurred on any account which exceeds the balance of the account(s);
- (iv) all losses incurred on any accounts which NAB and the Accountholder had not agreed could be accessed using Your Card and PIN.

(c) where a PIN was required to perform the Unauthorised Transactions and neither paragraph (a) nor (b) applies, the Accountholder is liable for the least of:

- (i) until 1 April 2003, \$50, and thereafter \$150; or
- (ii) the balance of those account(s) (including any prearranged credit) from which value was transferred in the Unauthorised Transactions and which NAB and the Accountholder have agreed may be accessed using the PIN; or

- (iii) the actual loss at the time NAB is notified (where relevant) that the Card has been misused, lost or stolen or that the security of the PIN has been breached (excluding that portion of the losses incurred on any one day which exceeds any applicable daily transaction or other periodic transaction limit(s)).

Your responsibilities

6.5 (a) where NAB provides You with a PIN You must not:

- (i) voluntarily disclose the PIN to anyone including a family member or friend (unless Your Card is a Deposit Only Card);
- (ii) record the PIN on the Card or on any article carried with the Card or liable to loss or theft simultaneously with the Card;
- (iii) act with extreme carelessness in failing to protect the security of the PIN.

(b) where NAB allows You to select a PIN or change Your PIN You must not select:

- (i) a numeric code which represents Your birth date; or
- (ii) an alphabetical code which is a recognisable part of Your name.

Either of these selections may mean You are liable for losses caused by Unauthorised Transactions caused by a breach of Your PIN.

Guidelines

- 6.6 You should also comply with these guidelines to protect the security of Your Card, Card Account Details and PIN and thus reduce the possibility of any inconvenience to You:
- (a) do not permit any other person to use the Card or Card Account Details;
 - (b) destroy the PIN envelope after memorising the PIN;
 - (c) take reasonable care when using an ATM, ADM or EFTPOS Terminal to ensure the PIN is not disclosed to any other person; and
 - (d) should You require a memory aid to recall Your PIN You may make such a record providing the record is reasonably disguised. However, NAB does not consider the following examples to provide a reasonable disguise and You agree not to:
 - (i) record the disguised PIN on Your Card;
 - (ii) disguise a PIN by reversing the number sequence;
 - (iii) describe the disguised record as a 'PIN record' or 'Password record';
 - (iv) disguise the PIN as a telephone number, part of a telephone number, postcode or date of birth;
 - (v) disguise the PIN using alphabetical characters, e.g.:
 - 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 note all the guidelines set out in clause 6.6 are for Your assistance but Your liability in the case of an actual loss will be governed by the EFT Code and clause 6.5 in this document. However, You should take care to meet the guidelines set out in clause 6.6 as a failure to meet these guidelines may in some circumstances constitute an act of extreme carelessness under clause 6.5(a)(iii).

Advising NAB

- 6.7 If You believe Your Card has been lost or stolen, Your PIN divulged or that there has been misuse of Your Card, You must advise NAB as soon as possible. Please refer to the contact details in the Summary of important information at the front of this document.

Once NAB has been notified of these matters the Accountholder's liability for further EFT Transactions will be limited.

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 NAB, providing notification is made to NAB within a reasonable time of the facility again becoming available. Please refer to the contact details in the Summary of important information at the front of this document.

NAB will acknowledge Your report and You should record or retain this acknowledgement.

Liability under credit and charge card scheme rules

- 6.8 Notwithstanding the above where You notify NAB of an Unauthorised Transaction on a credit card or charge card account NAB will not hold the Accountholder liable for an amount greater than the liability the Accountholder would have had if NAB had, at the time the complaint was made, exercised its rights (to the extent relevant) under the rules of the credit card or charge card scheme.

Failure of NAB electronic equipment

- 6.9 (a) except in the case of a Business EFT Transaction NAB will be liable to You for losses You suffer caused by the failure of NAB's Electronic Equipment or system to complete an EFT Transaction accepted by NAB's system or NAB's Electronic Equipment in accordance with Your instructions.

However, NAB will not be liable for consequential losses where You should have been aware that NAB's Electronic Equipment or system was unavailable for use or malfunctioning. NAB's responsibilities in this case will be limited to the correction of errors in Your account and the refund of any charges or fees imposed on You as a result. NAB will also not be liable for any losses caused by the failure of NAB's Electronic Equipment where NAB's system or Electronic Equipment had not accepted the EFT Transaction.

- (b) NAB will not be liable to You for any loss, claim, liability or outgoing, including without limitation any consequential loss or liability, which You suffer because of any failure of NAB's systems or NAB's Electronic Equipment to complete a Business EFT Transaction.

7 Complaint investigation and resolution procedure

Notify NAB

- 7.1 If You believe that there has been an error in a transaction, instance of Unauthorised Transactions, or error in Your statement of account, promptly notify NAB. Please refer to the contact details in the Summary of important information at the front of this document. All relevant information available to You regarding the complaint is to be disclosed to NAB.

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

Written advice

- 7.2 Should NAB be unable to resolve the matter immediately to Your satisfaction, NAB will provide You with a written advice of NAB's procedures by which it will be investigated and handled further.

NAB will acknowledge receipt of Your claim, and within 21 days of receipt of the complaint NAB will advise You in writing of either:

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

Unless there are exceptional circumstances, of which NAB shall advise You in writing NAB may require up to 45 days from receipt of Your complaint to complete NAB's investigations.

Monthly updates

- 7.3 Where an investigation continues beyond 45 days, NAB shall provide You in writing with:
- (a) the reasons for the delay;
 - (b) monthly updates on the progress of NAB's investigation; and
 - (c) a date when a decision can be reasonably expected; except where NAB is awaiting a response from You and NAB has advised You of this fact.

Banking Ombudsman

- 7.4 If, because of a delay in giving a final decision, You have a right to take a matter to the Banking Ombudsman or some other external dispute resolution scheme, NAB will advise You in writing about that right within 5 Business Days of the day on which You acquire it.

Account adjustments

- 7.5 If NAB concludes, as a result of NAB's investigations, that Your account has been incorrectly debited or credited, NAB 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 NAB concludes from its 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 clause 6), NAB will supply You with copies of any document or other evidence on which NAB based its finding and will advise You in writing whether there was any system or equipment malfunction at the time of the transaction.

Senior management review

- 7.6 If You are not satisfied with NAB's findings You may request, in writing, a review of these findings by NAB's senior management. Please direct such requests in writing to:

National Australia Bank
Head of Customer Resolutions
Reply Paid 2870
Melbourne Vic 8060

Fax: (03) 8641 0665

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

8 Alterations to Conditions of Use

- 8.1 In addition to the other changes NAB may make to these Conditions of Use which are detailed in these Conditions of Use, NAB may change any other of these Conditions of Use (including by imposing new fees or charges, changing the amount, type or method of calculation of fees and charges payable). NAB will make any changes in accordance with any applicable legislation and industry codes.

Important alterations

- 8.2 NAB will give the Accountholder at least 20 days (or any longer period allowed by law) written notice of any change to:
- (a) clause 2.3 or any of the information to be provided to You under it; or
 - (b) an increase in the Accountholder's liability for losses relating to EFT Transactions.

Other changes

8.3 Unless otherwise specified in these Conditions of Use or separately agreed between You and NAB, NAB will give You notice of changes as set out below and You agree to receiving notice in such ways:

- notice of changes to fees and charges (including the introduction or increase of charges relating solely to the use of Your Card or PIN or Card Account Details or the issue of an additional or replacement Card or PIN or Card Account Details) will be given in writing at least 30 days before the change takes effect;
- notice of changes to government fees and charges will be given by media advertisement, in writing or electronically as soon as practicable after, but no later than three months after the change takes effect; and
- notice of any other changes to these Conditions of Use will be given:

(a) in writing, by media advertisement or electronically; and

(b) no later than the day the change takes effect; as required under applicable laws and industry codes.

Email notification

8.4 If You agree NAB may advise You of any alterations or other changes under clauses 8.2 and 8.3 by electronic mail to Your nominated electronic address. If you so agree, NAB may not give You notice in other ways (e.g. in writing).

You may change Your nominated electronic address or withdraw Your agreement to receive notices by electronic mail by giving NAB notice.

You may request a paper copy of a notice given to You by electronic mail if you request the paper copy within 6 months of receipt of the electronic copy.

9 Code of Banking Practice and EFT Code

EFT Code warranty

9.1 NAB warrants that it will comply with the requirements of the EFT Code for all EFT Transactions on Nominated Accounts other than Business EFT Transactions.

Code of Banking Practice

9.2 NAB has adopted the Code of Banking Practice and relevant provisions of the Code apply to this banking service, if You are an individual or a small business customer (as defined by the Code).

You can obtain from NAB upon request:

(a) information on NAB's current interest rates and standard fees and charges relating to this banking service if any;

(b) general descriptive information concerning NAB's banking services including:

(i) for accounts with cheque access, general descriptive information about cheques;

(ii) account opening procedures;

(iii) NAB's obligations regarding the confidentiality of Your information;

(iv) complaint handling procedures;

(v) bank cheques;

(vi) the advisability of You informing NAB promptly when You are in financial difficulty;

(vii) the advisability of You reading the terms and conditions applying to each banking service NAB provides to You.

(c) general descriptive information about:

(i) the identification requirements of the Financial Transactions Reports Act 1988;

(ii) the options available to You under the tax file number legislation; and

(d) a copy of the Code of Banking Practice.

10 Meaning of words

The following definitions apply throughout these Conditions of Use unless otherwise stated:

‘Accountholder’ means the person in whose name a Nominated Account is held.

‘ADM’ means Automatic Deposit Machine.

‘ATM’ means Automatic Teller Machine.

‘Business Account’ means an account that is designed primarily for use by a business and established primarily for business purposes.

‘Business Customer’ means the Accountholder in respect of a Nominated Account which is a Business Account.

‘Business Day’ means a day other than a Saturday or Sunday or a day gazetted as a public holiday throughout Australia.

‘Business EFT Transaction’ means that part of a funds transfer which is either:

- the debiting of and transfer of value from; or
- the receipt of value and the crediting of that value to a Business Account.

‘Card’ means any debit or credit card issued by NAB for use with Electronic Equipment. It may include NAB Debit Card, American Express, MasterCard, Visa and Deposit Only Cards.

‘Card Account Details’ means:

- (a) Your credit card number; and
- (b) Your credit card expiry date, as set out on Your credit card.

‘Cardholder’ means a person who has been issued a Card or any other person who has been nominated by an Accountholder to operate on a Nominated Account and who has been issued a Card, or otherwise authorised by an Accountholder to use an Accountholder’s Card or Card Account Details.

‘Conditions of Use’ mean this document and any variation of this document which have been properly notified to You in accordance with this document.

‘Deposit Only Card’ means a debit card issued by NAB which cannot be used to authorise withdrawals from Nominated Accounts.

‘EFT Code’ means the Electronic Funds Transfer Code of Conduct as revised by the Australian Securities and Investments Commission.

‘EFTPOS Terminal’ means an Electronic Funds Transfer at Point of Sale terminal.

‘EFT Transaction’ means a funds transfer to or from an account which is initiated through Electronic Equipment using a Card, Card Account Details or PIN (or a combination of one or more of them) to debit or credit a Nominated Account but does not include:

- any funds transfer which is authorised by a Cardholder physically signing a document (e.g. signing a credit card receipt);
- any funds transfer through a NAB channel with separate terms and conditions such as:
 - (i) NAB Telephone Banking;
 - (ii) NAB Internet Banking;
 - (iii) NAB Online Corporate; or
 - (iv) NAB Online Business.

‘Electronic Equipment’ means any Electronic Equipment which may be used in conjunction with a Card or Card Account Details including ATMs, ADMs, EFTPOS Terminals, personal computers and telephones to carry out an EFT Transaction.

‘Main Nominated Account’ means an account You specify as a ‘Main Nominated Account’ as described in clause 2.2.

‘Merchant’ means a provider of goods and services.

‘NAB’ means National Australia Bank Limited ABN 12 004 044 937.

'Nominated Account' means a bank account which can be accessed by using Your Card and PIN and/or Card Account Details as authorised by the Accountholder.

'PIN' means the personal identification number allocated by NAB or personally selected by You.

'Receipt' means a record of an EFT Transaction.

'Unauthorised Transaction' means any EFT Transaction where:

- You claim that You did not engage in or have knowledge of or consent to the EFT Transaction even though Your Card, Card Account Details and/or the correct PIN were used to generate the disputed EFT Transaction; or
- through a technical malfunction You did use Your Card, Card Account Details and/or PIN and the EFT Transaction entered in Your Nominated Account differs in value from the Receipt. Please refer to clause 4.1.

'You/Your' means a Cardholder or an Accountholder.