

# IMPORTANT NOTICE TO COMMONWEALTH BANK CUSTOMERS



## Effective, 14 October 2016, the Business Transaction & Savings Accounts Terms and Conditions dated 25 May 2015 is amended as follows:

- **Front page and elsewhere**, replace 'Society Business Cheque Account' with 'Society Cheque Account'
- **Page 1 and elsewhere**, from 11 July 2016 the Business Debit MasterCard will no longer be issued and the Business Visa Debit Card will be offered in its place. For customers with an existing Business Debit MasterCard, all existing references in this brochure to MasterCard, Business Debit MasterCard and Debit Card continue to apply. For customers with a Business Visa Debit Card, all existing references in this brochure to MasterCard, Business Debit MasterCard and Debit Card will now apply to the Business Visa Debit Card as well. Wherever MasterCard PayPass™ is referred to, this will also apply to the Visa equivalent, which is Visa PayWave™
- **Page 2, 1.1.3**, Our liability: effective 12 November 2016, delete the words "it is proved that".
- **Page 8 and elsewhere**, replace 'MasterCard PayPass™' with 'MasterCard Contactless'
- **Page 8, 1.5**, Daily card withdrawal limits and cash withdrawals for purchases, replace paragraph after bullet points, Your daily card withdrawal limit is as follows: Keycard - Unless you have changed it since, for new cards issued before 28 July 2008 the default limit is \$800.00, otherwise \$1000.00 if issued after that date. Debit MasterCard/ Visa Debit – Unless you have changed it since, for new cards issued before 8 February 2015 the default limit is \$1000.00, otherwise \$2000.00 if issued after that date. Where your card has been replaced (e.g. lost, stolen, expired, damaged or migrated), your previous card limit will continue to apply.
- **Page 11, 1.6.5**, Requesting a chargeback, insert sentence, 'In addition to MasterCard scheme rules, Visa scheme rules will apply if you are using a Business Visa Debit Card'
- **Page 11, 1.6.6**, How to request a chargeback, replace last sentence with 'If you don't follow these steps, we may lose any chargeback right we have under MasterCard or Visa scheme rules'
- **Page 16**: effective 12 November 2016, amend ninth paragraph commencing "We are not responsible for any loss you suffer due to:" to "Unless we are negligent, we are not responsible for any loss you suffer due to:".
- **Page 20**, 'How to use your account', insert paragraph 'Business Transaction Account alerts'. A Business Transaction Account alert is a notice regarding your Business Transaction account, sent to you by SMS and email, using the mobile number and email address last notified by you to us. If you are a sole trader or a proprietary company registered in Australia under the Corporations Act 2001 (Cth) with only one director, once you open your account online, you automatically receive alerts notifying you when funds between \$250 and less than \$1,000,000 are deposited. If you do not want to receive alerts or want to amend the default alert, you can change your preferences by going to your NetBank settings.  
**Important information:** Alerts may be suspended or discontinued at any time without notice. Before relying on an alert, you should check its accuracy by referring to your transaction information on NetBank.
- **Page 24, 2.1**, Your account statements and notices, effective 1 February 2017, insert after the first paragraph, "If you have an account designed exclusively for electronic use (e.g. Business Online Saver) we will provide your account statements electronically on our NetBank or CommBiz service."
- **Page 24, 2.1.2**, When we send account statements, effective 1 February 2017, immediately following the table insert a new paragraph "You can ask us to issue you additional account statements outside the standard cycle. When you request a paper copy of an account statement outside the standard cycle, a paper statement fee may apply – see 'Part 3: Fees' on page 37."
- **Page 24, 2.1.4**, Checking your account: effective 12 November 2016, delete this clause.
- **Page 24/25, 2.2**, Business Account Password: effective 12 November 2016, in the fourth bullet point, delete the words "it is proved that".
- **Page 26, 2.4.3**, When we may close your account (5th dot point) 'You have not made a deposit or withdrawal on your account covered in this brochure for seven years unless, within that period you, a signatory or your agent, have notified us that you wish us to treat the account as active.(Balances over a prescribed amount go to the Commonwealth Government's unclaimed moneys fund where they may earn interest; balances below the prescribed amount will not earn interest.) You may apply for the transferred balance to be returned to you at any time.'
- **Page 31, 2.9.3**, Financial Claims Scheme: effective 14 October 2016, amend last sentence to "Information about the Financial Claims Scheme can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au)
- **Page 37, Part 3: Fees**, Amount you won't be liable for, insert 5th bullet point, 'We may recover under the Visa scheme rules when you use a Business Visa Debit Card'.

- **Page 38, 3.1**, Quick Reference to fees and charges table, Business Transaction Account column, effective 1 November 2016, replace '30' with '20'. In 'Society Account' column replace the 'tick symbols adjacent to the following rows: 'Transaction Fees (further details are on page 40)', 'Commonwealth Bank ATM cash withdrawal', 'Electronic', 'Quick Deposits', 'Cheque transactions', 'Assisted transactions' and 'Eligible for rebate on Account Fee and Transaction Fees' with '-'. These transaction fees will no longer be applicable for the Society Cheque Account.
- **Page 38/39, 3.1**, Quick Reference to fees and charges, insert new row effective 1 February 2017, "**Paper statement fee**", this fee applies to Business Transaction Account, Premium Business Cheque Account, Standard Business Cheque Account – interest bearing and non-interest bearing option and Business Online Saver.
- **Page 39, 3.1**, Effective 1 November 2016, replace the footnote marked "\*" with the words 'Fee is not charged if account balance remains at or above \$15,000.00 during the month.'
- **Page 40, 3.2**, Monthly Account Fee and Fee Rebates table, effective 1 November 2016, 'Premium Business Cheque Account' column, replace '\$10,000.00' with '\$15,000.00' and remove Society Account column from table.
- **Page 41, 3.2.1**, Transaction Fees, Business Transaction Account, effective 1 November 2016, replace '30' with '20' in the 3rd paragraph and '31' with '21' in the last sentence.
- **Page 41, 3.2.1**, Transaction Fees, Premium Business Cheque Account, replace the last paragraph with 'Customers also receive 40 Quick Deposit, cheque and assisted transactions each calendar month. At the end of each month the Bank will rank these transactions in the following order:
  1. Quick Deposits – cash and cheque deposits.
  2. Cheque transactions.
  3. Assisted transactions.'
- **Page 42, 3.2.1**, Transaction Fees table, effective 1 November 2016, Society Account column, replace '\$0.25 each' with 'Nil'. Standard Business Cheque Account and Statutory Trust Account columns, replace all '\$0.20 each' with '\$0.15 each'.
- **Page 43, 3.2.1**, Transaction Fees, effective 1 November 2016, replace existing table with the following:

| Fee type*  | Business Transaction Account | Premium Business Cheque Account | Society Account | Standard Business Cheque Account – interest bearing option and non-interest bearing option | Statutory Trust Account |
|--|------------------------------|---------------------------------|-----------------|--|-------------------------|
| Cash withdrawals or purchases made via EFTPOS in Australia or utilising the 'credit' option with your Business Debit MasterCard.   | Nil                          | Nil                             | Nil             | \$0.15 each  | –                       |
| Commonwealth Bank ATM cash withdrawals in Australia.   | Nil                          | Nil                             | Nil             | \$0.55 each  | –                       |
| <b>Quick Deposits</b><br>Deposits made via the Quick Deposit Box or QuickCash envelope banking.  | \$0.20 each                  | \$0.20 each                     | Nil             | \$0.20 each  | \$0.20 each             |
| <b>Cheque transactions</b> <ul style="list-style-type: none"> <li>• Cheques written by you and negotiated through the clearing system;</li> <li>• Cheques deposited to your account (including cheques deposited via Quick Deposits or QuickCash envelope banking).</li> </ul> | \$1.50 each                  | \$1.50 each                     | Nil             | \$1.50 each  | \$1.20 each             |
| <b>Assisted transactions</b><br>Deposits made over the counter at a Commonwealth Bank branch, Australia Post office or private agency (including EFTPOB/Bank@Post).  | \$2.50 each                  | \$2.50 each                     | Nil             | \$2.50 each  | \$2.00 each             |

- **Page 44, 3.2.1**, Transaction Fees, effective 1 November 2016, replace the first 3 rows with the following:

|  |             |             |     |             |             |
|--|-------------|-------------|-----|-------------|-------------|
| Withdrawals made over the counter at a Commonwealth Bank branch, Australia Post office or private agency (including EFTPOB/Bank@Post). | \$2.50 each | \$2.50 each | Nil | \$2.50 each | \$2.00 each |
| Cheques drawn on your account and cashed over-the-counter at any Commonwealth Bank branch.   | \$2.50 each | \$2.50 each | Nil | \$2.50 each | –           |
| Withdrawals or transfers made via Telephone Banking using an operator.   | \$2.50 each | \$2.50 each | Nil | \$2.50 each | –           |

- **Page 45, 3.3**, Access Fees, Overseas transactions table, replace the words 'Cirrus, MasterCard or Visa Plus ATM cash withdrawal in foreign currency' with 'Any other cash withdrawal overseas.'
- **Page 45, 3.3**, Access fees: effective 14 October 2016, replace first two paragraphs under the heading 'For Foreign Currency Transactions' with "Visa converts purchases and withdrawals made in foreign currencies into Australian dollar equivalents, at the rates set by Visa on the day it processes the transactions (which is not necessarily the day that the transaction was performed). MasterCard converts purchases and withdrawals made in foreign currencies into Australian dollar equivalents, at the rates set by MasterCard on the day it processes the transactions (which is not necessarily the day that the transaction was performed)."

- **Page 47/48/49, 3.7**, Fees for common banking services, effective 1 February 2017, “**Statements of account** Issue of recent statement/transaction list.” Replace with “**Transaction listing or ad-hoc paper statement fee** Issue of paper copy of transaction listing, past statements or ordered statements.”
- **Page 52, 3.9**, Insert new heading before “**Part 4: Meaning of words**”, effective 1 February 2017, “**Paper statement fee**, A paper statement fee of \$2.50 applies to accounts when you request a paper copy of an account statement outside the standard cycle – see ‘When we send account statements’ on page 24.

All issued paper statements on accounts designed exclusively for electronic use (e.g. Business Online Saver) will be charged the paper statement fee – see ‘Your account statements and notices’ on page 24.”

- **Page 56, Part 4:** Meaning of words, insert new heading ‘Visa Scheme Rules’ and the words ‘Visa Incorporated debit card rules which apply to all transactions that you process with your Business Visa Debit Card using the ‘credit’ option” underneath that heading and in between the definitions “User” and “We, us and the Bank.”

# Business Transaction & Savings Accounts

Dated 25th May 2015

## Terms and conditions

This brochure contains the terms and conditions for the following accounts:

- Statutory Trust Account
- Business Transaction Account
- Premium Business Cheque Account
- Society Business Cheque Account
- Business Online Saver
- Standard Business Cheque Account (only available for relationship managed customers)
  - Interest bearing option
  - Non-interest bearing option

If you have any questions on the Financial Claims Scheme, terms and conditions or fees and charges ask our staff or call us on 13 2221.

These products are issued by the Commonwealth Bank of Australia

ABN 48 123 123 124 AFSL 234945

**Commonwealth**Bank



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# Welcome

## **Thank you**

Congratulations on taking up a Commonwealth Bank business account. We'd like to thank you for choosing the Commonwealth Bank.

We're looking forward to providing the services that will help you run your business smoothly and profitably for years to come.

## **Who is this brochure for?**

This brochure is for business customers who take up one of the business transaction & savings accounts listed below. It's extremely important that you read and understand this brochure so that you understand your obligations to us and our obligations to you.

## **Business transaction accounts include:**

- Statutory Trust Account
- Business Transaction Account
- Premium Business Cheque Account
- Society Business Cheque Account (Society Account) – only available for eligible organisations
- Standard Business Cheque Account – only available for relationship managed customers
  - interest bearing option
  - non-interest bearing option

## **Business savings accounts include:**

- Business Online Saver

## **How to use the brochure**

This brochure has five parts:

### **Part 1 – How to use your account**

This section explains the terms and conditions that govern your use of any business transaction and savings account covered by this brochure. It's extremely important that you read and understand all of this section, so you fully understand your obligations to us and our obligations to you.

Having a clear picture of the terms and conditions helps both you and us avoid situations in which disputes arise over your use of the facility.

### **Part 2 – Other things you should know**

This section explains any other specific terms and conditions that apply to any business transaction and savings account.

### **Part 3 – Fees**

This section explains the fees and charges that may apply to your account.

### **Part 4 – Meaning of words**

We explain the terms used throughout this document. If you're not sure what a word means, you can look it up here.

### **Part 5 – Help and advice**

We provide contact details should you have further questions.

# Part 1: How to use your account

## 1.1 Account Operating Authority

When you open a business account with the Bank, you must provide us with the following Account Operating Authority details:

- all signatories who are authorised to operate the account; and
- the method of operation, e.g. anyone to sign, any two to sign, the Treasurer plus one to sign etc.

We will rely on any instructions you give in accordance with the Account Operating Authority.

### 1.1.1 Scope of Account Operating Authority

The signatories authorised to operate the account in accordance with the specified method of operation, may act on the account and deal with us in the following manner:

- draw cheques;
- overdraw to any extent we allow;
- withdraw moneys in any manner;
- make arrangements with us on all matters relating to the issue of Encashment Authorities, Documentary Credits and authorities to negotiate;
- give and cancel authorities in our usual form for periodical payments;
- use electronic banking terminals;
- access and operate the account using an electronic banking service pursuant to these Terms and Conditions;
- obtain cheque books;
- change the mailing address or your email address including, if you have elected to receive statements of account and notices electronically, the email address which we notify that statements and notices are available;
- open new account(s) with us, provided they have the same authorised signatories and method of operation as the Account Operating Authority;
- obtain statements of account and any information required concerning the account(s) generally;
- endorse cheques, bills, promissory notes or other instruments payable to the order of the Account Holder or if this is a joint account, payable to any one or more of you and intended for collection, discount or negotiation and credit of proceeds to your account(s); and
- elect, where applicable, on your behalf to receive statements of account and notices electronically (instead of by mail,) by us making them available on our NetBank or CommBiz service and sending you an email notification, and cancel that election.

### 1.1.2 Making variations

We will continue to act upon the Account Operating Authority until you remove or add (vary) signatories or cancel it. If you would like to make any variations you must write to your relationship manager or to the branch where the account is conducted. When we receive your letter we will vary or cancel the Account Operating Authority.

We will honour for payment all cheques and other instruments, dated prior to and presented for payment after the receipt of such notice in writing.

### 1.1.3 Our liability

We will not be liable for any loss or damage you, or anyone else, suffers where we act on those instructions in good faith, unless it is proved that we have been negligent.

## Part 1: How to use your account

Where we agree to supply services to you as a consumer, as defined in the Australian Securities and Investments Commission Act 2001 ('the Act'), then our liability will be determined in accordance with the Act. However, to the extent permitted by the Act, any such liability of the Bank is limited to the cost of supplying services again.

### 1.1.4 Ways to provide us instructions

Customers can give us account instructions (e.g. to transfer funds or change account details) through a number of means, including:

- by using our secure electronic channels (e.g. CommBiz or NetBank); or
- in writing (e.g. by signing a document in a branch).

There may be times though when you wish to provide account instructions by fax or as an attachment to an email.

Where you have requested that we accept instructions by fax or email, or where you have been sending us instructions by fax or email for a period of time (which we have been acting on), then you agree that:

- we are authorised to accept and act on any such instruction which appears to be made, sent or authorised by you or an authorised signatory, after we have taken reasonable steps to satisfy ourselves that the instruction appears to have been given in accordance with the Account Operating Authority (even if it is later determined that the instruction was in fact fraudulent or unauthorised);
- we are not obliged to take any steps to contact you to confirm those instructions were in fact given by you or an authorised signatory (although we may choose to do so).

Even where we have agreed to accept instructions from you by fax or email, we may choose to not act on an instruction for any reason (e.g. that the instruction or signature is unclear or we suspect it did not come from you). We will promptly notify you of such refusal.

If you have an eligible Statutory Trust Account or other eligible trust account and have subscribed to Property Exchange Australia Limited's (PEXA's) Electronic Lodgement Network (PEXA System) you can authorise us to accept account instructions from signatories through the PEXA System in accordance with the specified method of operation. Any such authorisation must be provided to PEXA in its usual form of authority which shall be binding until PEXA receives written notice from you (in accordance with the method of operation) of the cancellation or variation of this authority and despite any prior notification to us of the cancellation or variation of the authority removal of any signatory. Transactions carried out through the PEXA System are subject to PEXA's Financial Settlement Terms & Conditions and these terms and conditions.

## 1.2 Conducting a business account in joint names

Unless we otherwise agree, when the account is opened:

- operations on your account are governed by the Account Operating Authority;
- we are not obliged to enquire into the circumstances of any instructions either party may give in relation to the conduct of the account. We are not liable for any loss or damage you, or anyone else suffers due to the Bank acting on those instructions in good faith, unless it is proved that we were negligent;
- we are authorised to accept for credit of your joint account, any cheque, bill of exchange, promissory note or other instrument payable to one or more of you;
- if we allow an overdraw, each of you will be liable to us jointly and severally; and
- if one of you dies, the account is closed and we pay the balance in the account to the surviving account holder(s).



## Part 1: How to use your account

### 1.3 Making deposits

#### 1.3.1 Ways to make a deposit

For all accounts except Business Online Saver, you can deposit funds:

- at any of our branches;
- at selected Australia Post offices and authorised agencies;
- through any Commonwealth Bank ATM in Australia that displays a Deposit option on the menu. These are usually only at a branch. Our ATMs don't accept coins; or
- by arranging scheduled regular payments into your account, e.g. direct credit or periodical payment.

#### 1.3.2 Business Online Saver

If you have a Business Online Saver, you can only make deposits by transferring funds electronically from an existing Commonwealth Bank business transaction account in the same name as your Business Online Saver.

#### 1.3.3 Deposits at Australia Post and authorised agencies

You can make deposits at selected offices of Australia Post and authorised agencies of the Bank.

Please check with your local branch for locations of Australia Post and authorised agencies that allow business customer deposits. Transactions that are not electronically processed to your account may take up to ten business days (subject to mail delivery times) to be recorded in the Bank's books of accounts. When completing a Deposit at a participating Australia Post outlet a special bar-coded deposit book issued in the Business Name is required.

We process deposits to accounts overnight Monday to Friday (excluding national public holidays). Deposits processed after the cut-off will be processed the night of the next business day. Society Business Cheque Accounts can deposit at all Australia Post offices and authorised agencies.

Where Electronic Funds Transfer at Point of Banking (EFTPOB) facilities are available you can use a Deposit Only Card for same day recognition of funds. Transactions that are not electronically processed to your account may take up to 5 business days to be recorded in the Bank's books of account. However, you may not draw against an agency deposit until the deposit is recorded.

The proceeds of any cheque included in a deposit are not available until the cheque is cleared.

#### 1.3.4 Quick Cash Envelopes

QuickCash envelopes allow you to deposit cash and cheques at your convenience during business hours.

QuickCash envelopes or wallets are cleared from the safe at the beginning of each working day and funds credited to your account on that day.

#### 1.3.5 Making a deposit at an ATM

We are responsible for the security of any deposits you make at our ATMs. When we count the money, we will confirm your deposit amount. If there is a discrepancy, we will tell you about it as soon as possible. Our count is conclusive evidence of the actual deposit amount – unless you can provide satisfactory evidence that proves otherwise.

#### 1.3.6 Uncleared funds

Usually, you can't withdraw uncleared funds which are deposited through cheques and other payment instruments or credit transfers.

If we let you withdraw uncleared funds and they are later dishonoured, then:

- we will treat any overdrawn amount as an advance to you; and

## Part 1: How to use your account

- you will owe us a debt of that amount.

See 'Debit balances in your account – overdrawing' on page 22.

### 1.3.7 Hold on NetBank/CommBiz transfers from unlinked accounts

To protect ourselves, we may place a hold on funds transferred to your account through NetBank/CommBiz or CommBank app from an unlinked Commonwealth Bank account.

The hold may apply:

- if the transfer takes place before 7.30pm (Sydney time), until the next day;
- if the transfer takes place after 7.30pm (Sydney time), until the second following day; or
- for as long as we reasonably need to investigate the transaction.

## 1.4 Making Withdrawals, Purchases and Payments

This table shows the ways you can withdraw your money. Your options depend on they type of account you have.

| Method of withdrawal or payment <sup>1,2,7</sup>   | Business Transaction Account | Premium Business Cheque Account | Society Account | Business Online Saver | Standard Business Cheque Account – interest bearing option and non-interest bearing options | Statutory Trust Account |
|--|------------------------------|---------------------------------|-----------------|-----------------------|---|-------------------------|
| Withdraw funds from an ATM in Australia, New Zealand, Vietnam and Indonesia. <sup>3</sup>  | ✓                            | ✓                               | ✓               | –                     | ✓   | –                       |
| Withdraw funds from an ATM overseas (excluding New Zealand, Vietnam and Indonesia) using the Cirrus/ Maestros and Visa Plus networks. <sup>3</sup> | ✓                            | ✓                               | ✓               | –                     | ✓   | –                       |

## Part 1: How to use your account

| Method of withdrawal or payment <sup>1,2,7</sup>  | Business Transaction Account | Premium Business Cheque Account | Society Account | Business Online Saver | Standard Business Cheque Account – interest bearing option and non-interest bearing options | Statutory Trust Account |
|---|------------------------------|---------------------------------|-----------------|-----------------------|---|-------------------------|
| Arrange transfer of funds to another account at this or another financial institution located in Australia or overseas at any Commonwealth Bank branch. | ✓                            | ✓                               | ✓               | –                     | ✓   | –                       |
| Pay for purchases (and withdraw cash at the retailer's discretion) using EFTPOS. <sup>3</sup>   | ✓                            | ✓                               | ✓               | –                     | ✓   | –                       |
| Pay for purchases online, over the phone and wherever MasterCard is accepted. <sup>4</sup>  | ✓                            | ✓                               | ✓               | –                     | ✓   | –                       |
| Withdraw funds via our branches (and selected Australia Post offices and other authorised agencies). <sup>5</sup>                                       | ✓                            | ✓                               | ✓               | –                     | ✓   | –                       |
| Transfer funds through Telephone Banking, Internet banking, or CommBank app. <sup>3,6</sup>   | ✓                            | ✓                               | ✓               | ✓                     | ✓   | –                       |
| Pay by cheque   | ✓                            | ✓                               | ✓               | –                     | ✓   | ✓ <sup>8</sup>          |

## Part 1: How to use your account

| Method of withdrawal or payment <sup>1,2,7</sup>   | Business Transaction Account | Premium Business Cheque Account | Society Account | Business Online Saver | Standard Business Cheque Account – interest bearing option and non-interest bearing options | Statutory Trust Account |
|--|------------------------------|---------------------------------|-----------------|-----------------------|---|-------------------------|
| Pay bills using BPAY®, through Telephone Banking, Internet Banking or CommBank app. <sup>3</sup> | ✓                            | ✓                               | ✓               | –                     | ✓   | –                       |
| Schedule regular payments from your account by periodic payment or direct debit.                 | ✓                            | ✓                               | ✓               | –                     | ✓   | –                       |

1. Proceeds of cheques and other payment instruments, or funds transferred by direct debit, are subject to clearance. If the Bank allows you to access the proceeds before clearance is effected and the cheque, payment instrument or direct debit is dishonoured, the amount by which your account is overdrawn will be treated as an advance by us to you and you will owe us a debt of that amount (see page 22 'If we allow you to overdraw your account' for further details).
2. Proceeds of NetBank transfers – For security reasons we may place a hold on funds transferred through NetBank to your account from an unlinked Commonwealth Bank account. The hold may apply until the next day (or if the transfer occurs after 7.30pm (Sydney time), until the second following day) or longer if the Bank needs to investigate the transaction.
3. Daily limits apply, refer to page 8 for further details. The method of operation must be 'any one to operate'. The account must be linked to a Keycard or Business Debit MasterCard, provided the card is in the personal name of the authorised signatory.
4. The method of operation must be 'any one to operate.' The account must be linked to a Business Debit MasterCard in the name of the authorised signatory.
5. Withdrawals can be made at any branch or at selected offices of Australia Post and authorised agencies of the Bank via Electronic Funds Transfer at Point of Banking (EFTPOB) providing they are linked to a Keycard, MasterCard or Visa as a primary account and transactions are authorised by a PIN. Normal daily card limits apply and withdrawals are subject to availability of cash. Minimum withdrawal amounts may apply for cash withdrawals at Australia Post offices and other agencies.
6. For Business Online Saver accounts, transfers can only be made to a linked Commonwealth Bank business transaction account in the same name. However the Bank may consider at its sole discretion a request to redirect credit interest to a non-linked Bank account in a different name.
7. Any cheques drawn on or deposited to your account, or bank cheque or other document deposited to your account or delivered to us in connection with a transaction on your account becomes our property when we have presented the cheque for payment (even if it is dishonoured) or when the transaction is otherwise complete.
8. Other methods of withdrawals or payments are subject to applicable local laws or requirements of regulatory bodies.

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## Part 1: How to use your account

### 1.4.1 Mistaken Payments

If we are reasonably satisfied that funds have been paid to your account due a mistaken internet payment (MIP) and there are sufficient credit funds in your account, we may debit your account with the amount of the MIP and return the funds to the payer or their financial institution. We may prevent you from withdrawing the amount of a claimed MIP while we investigate that claim, including while we wait on and consider your response to any notification we send you. Where we receive a claim of a MIP within 10 business days after the payment was made and we are satisfied that a MIP has occurred we will debit your account with the amount of the MIP without giving notice to you. Where we receive a claim of a MIP between 10 or more business days and 7 months after the payment was made and we are satisfied that a MIP has occurred we will notify you that we intend to debit your account with the amount of the MIP and allow you 10 business days to establish that you are entitled to the funds before we return the funds.

### 1.5 Daily card withdrawal limits for cash withdrawals and purchases

Your daily card withdrawal limit is the total amount that you can withdraw from all accounts that are linked to your card in one calendar day (Sydney/Melbourne time). A daily card withdrawal limit applies to all keycards, Debit MasterCard and Credit Cards. The limit applies within Australia (including other Bank's ATMs and EFTPOS facilities) and overseas.

The daily card withdrawal limit is in Australian dollars. Withdrawals in foreign currencies will be converted at the applicable rate and the Australian dollar equivalent will be applied against your limit.

Your daily card withdrawal limit applies to:

- ATM cash withdrawals debited to any account linked to your card; and
- EFTPOS transactions debited to your transaction and/or savings accounts (unless you select the 'credit' option).

The daily card withdrawal limit does not apply:

- at in-branch terminals;
- to any Debit MasterCard EFTPOS transaction when the cardholder selects the 'credit' button on the terminal;
- to MasterCard PayPass™ transactions; and
- to transactions processed manually by a merchant using paper vouchers.

Unless you have changed it since, if your Keycard or Debit MasterCard was issued before 28 July 2008, then your limit is \$800 and if it was issued on or after 28 July 2008, then your limit is \$1000. Unless you have changed it since, if your Debit MasterCard was issued on or after 9 February 2015, then your limit is \$2000.

In some cases, your daily card withdrawal limit may be lower than those amounts. Commonwealth Bank ATMs may allow cash withdrawals of up to \$2,000, providing your unused daily card withdrawal limit is at least that amount.

Please be aware that ATM owners in Australia and overseas and EFTPOS merchants can set their own limits on how much you can withdraw in a single transaction, which may be lower than your daily card withdrawal limit. EFTPOS merchants may not allow cash withdrawals in some cases.

For contactless payments, per payment limits apply as set by the relevant card scheme.

## Part 1: How to use your account

### 1.5.1 Confirming your card withdrawal limit or requesting a different limit

You can confirm and/or change your daily card withdrawal limit at any time using NetBank. Simply go to the “Manage accounts” tab, select “Manage my accounts” sub tab and then select the “Change my daily card withdrawal limit” option. To help protect your account, you must be registered for NetCode SMS or NetCode Token to use this feature. You can also check and change your daily card withdrawal limit by calling **13 2221** or visiting your nearest branch.

We recommend that you keep your daily card withdrawal limit low and increase it only when you may need extra cash. You can then return it to a lower limit. This way you minimise your potential liability should your account be targeted by fraudsters.

Changes that you request to your daily card withdrawal limit are effective immediately.

Your liability for unauthorised transactions may increase if you ask for a higher daily card limit.

### 1.5.2 Daily limits for transfers using NetBank and Telephone Banking

This table shows the maximum amounts you can transfer each day using NetBank and Telephone Banking. These limits apply across all of your accounts.

|                                     | Type of transaction   | Daily limit  |
|-------------------------------------|---|--|
| <b>Telephone Banking or NetBank</b> | Transfer to or from a linked account.   | \$99,999,999.99  |
|                                     | Transfer to or from a linked credit card account (or up to the available credit limit).                 | \$99,999.99  |
| <b>NetBank</b>                      | Transfer to a non-linked account.   | \$2,000 (\$1,000 if registered before 10 October 2009) |
|                                     | International Money Transfer<br>Before you can use this service, you need to contact us to activate it. | \$5,000  |
|                                     | Payments through BPAY.  | \$20,000   |
|                                     | Transfer to your Commonwealth Bank Travel Money card (or up to the maximum balance). <sup>1</sup>       | \$25,000   |

If you use CommBank app to make payments to third parties including by reference to their email address, mobile phone number or Facebook account, other limits may apply. These are set out in the terms and conditions for that application.

<sup>1</sup> Refer to Travel Money terms & conditions for more information about reloading the Travel Money card.

### 1.5.3 Changing your daily limits for transfers

The table above shows the default transaction limits that apply if you registered for NetBank on or after 10 October 2009. In some cases, the limits may be lower. To find out how these limits can be changed, login to NetBank, go to the ‘Security’ tab and select ‘Payment limits’, or call us.

If you ask us for a higher daily limit or ask us to activate the International Money Transfer service in NetBank, then your liability for unauthorised transactions may increase. Minimum transaction amounts may also apply. Call us for more details.

## Part 1: How to use your account

### 1.5.4 Stopping a direct debit or periodical payment authority

You may ask us to cancel a direct debit or periodical payment authority.

We suggest you also contact the person or organisation that debits the payment from your account. We may also cancel or stop any payment arrangement when it no longer complies with the terms of the authority you signed.

### 1.6 Using a Business Debit MasterCard

When you use your Business Debit MasterCard at ATMs or EFTPOS terminals, you may be asked to choose between the 'credit' and the 'savings' options.

Whichever option you choose, the funds are debited to the underlying account. However, if you choose the 'credit' option to make a purchase, you may be able to exercise MasterCard chargeback rights – see 'Requesting a chargeback' on page 11.

When you use your Business Debit MasterCard to make purchases by mail order, telephone, internet or PayPass, the 'credit' option automatically applies to that transaction.

The remaining information in this section applies to your Business Debit MasterCard when the 'credit' option is used to process a transaction.

#### 1.6.1 Checking your transactions

Make sure you keep all vouchers and transaction records you receive from merchants and check them against the transactions on your statement. Offline transactions processed by a merchant (including some PayPass transactions) may not appear on your statement with the same date as the date you made the transaction. It is your responsibility to ensure there are sufficient funds in the account when this transaction is processed by the Bank. If you have access to NetBank/CommBiz, you can check the transactions online.

Where Debit MasterCard purchases or transactions are made overseas (such as purchases made over the internet), they may be processed using the date overseas (value date), which may not be the same as the date in Australia. This means that it may be processed using the balance in your account on that value date (as shown in your statement).

#### 1.6.2 Authorising your transactions

Some merchants, e.g. restaurants, hotels and car rental agents, may ask us to confirm that your account has sufficient available balance to meet the estimated cost of the goods and services. We treat this as a request for authorisation.

We may choose not to authorise a particular transaction. For example, there may be security issues with the transaction or network or, you may have insufficient funds in your account.

If we do authorise a transaction, we reduce your available account balance by the estimated cost of the goods and services. Normally, this is then cancelled out when the actual transaction is completed.

However, in the following situations, your available account balance may be reduced for up to six business days after the authorisation date:

- the merchant did not complete the transaction (e.g. you decided not to purchase the goods or services); or
- the actual amount the merchant charged to your account was different to the original amount we authorised and the merchant didn't cancel the original authorisation (e.g. a hotel might get authorisation for one night's accommodation when you check in but the amount later processed to your Business Debit MasterCard might be different to that authorisation).

## Part 1: How to use your account

### 1.6.3 Recurring transactions

You may authorise a merchant to regularly charge amounts to your account.

To cancel the authority, you should notify the merchant in writing at least five business days before the next transaction due date. Until you notify them, we are required to process transactions from the merchant. If the merchant doesn't comply with your request to cancel the authority, you can dispute the charges – see 'Requesting a chargeback' in section 1.6.5 below.

### 1.6.4 Refunds

A merchant must issue a valid credit voucher to make a refund to you. We can only credit the refund to your account when we receive the voucher from the merchant's bank.

### 1.6.5 Requesting a chargeback

In some cases, MasterCard's scheme rules allow us to dispute a transaction and request a refund of the transaction (i.e. chargeback) for you from the merchant's financial institution. Usually, we can only do this after you have tried to get a refund from the merchant and were unsuccessful. You should tell us as soon as possible if you think your statement has a mistake in it or records a transaction which is possibly unauthorised, so that we may ask for a chargeback. Time limits may not apply where the ePayments Code applies. Chargeback rights do not apply to BPAY transactions – see 'BPAY – what happens if there is a mistake or you find unauthorised transactions' on page 18.

### 1.6.6 How to request a chargeback

To request a chargeback:

- tell us you want us to chargeback the transaction within 30 days after the date of the statement which shows the transaction; and
- provide us with any information we ask for to support your request.

If you don't follow these steps, we may lose any chargeback right we have under MasterCard's scheme rules.

### 1.6.7 What happens when we claim a chargeback

We will try our best to claim a chargeback for you. However, for your claim to be successful, the merchant's financial institution must first accept the claim. If they reject a chargeback, we will only accept the rejection if we are satisfied that it is reasonable and is consistent with MasterCard scheme rules.

As a result of our investigations, if we find that your account:

- has been incorrectly debited or credited, then we will adjust your account (including any interest and charges) and notify you in writing; or
- has not been incorrectly debited or credited or that you're liable for the loss or part of the loss, then we will give you copies of the relevant documents or evidence.

### 1.6.8 When we may block a transaction

You may only use your Business Debit MasterCard for lawful purposes. We may block purchases from certain websites or merchants if we have reason to believe that the products or services being offered:

- are illegal (under Australian law or the laws of other countries);
- contain offensive material; or
- pose a risk to either systems or the integrity of transactions or information.



## Part 1: How to use your account

### 1.7 Cheque Books

#### 1.7.1 Using your cheques

Unless you have a separate agreement with us for specially printed cheques, you must only use the cheques that we supply.

We will charge Stamp Duty (where applicable) to your account when we issue a cheque book.

You must always ensure that you draw a cheque in a way that does not facilitate fraud. If there is any improper conduct on the account we can withdraw your cheque facility.

We may at our discretion require new and existing account holders to lodge a minimum opening balance or have a minimum balance before the cheque facility is provided.

- You must notify us as soon as possible where you have (or ought to have had) reason to believe that your cheque book or a cheque form has been lost, stolen, forged or misused.
- You must notify us within 3 months of receiving a statement, if there is any cheque noted on your statement which we have paid but you did not authorise. If you do not notify us within this period, you agree that you have no claim against us for paying that cheque and debiting your account.
- You will be liable for losses caused by your failure to observe these conditions, but not where the loss was caused by the fraudulent conduct of our employees or agents. We will not be liable to you for accepting or paying a cheque which was signed by a person authorised to sign on your account, even if this was a result of that person acting in a fraudulent manner.
- You authorise us to pay a cheque drawn on your account even though it is a stale cheque within the meaning of the Cheques Act 1986. A stale cheque is one which was dated more than 15 months earlier.
- You authorise us to pay a post-dated cheque (one which is dated with a date in the future) drawn on your account and presented for payment at any time before the date of the cheque arrives.
- If you deposit or request us to cash a cheque which is payable to someone else or it appears to us to belong to someone else (a third party cheque) we may, in our discretion, refuse to accept that cheque for deposit or refuse to cash it.

#### **When we do not have to honour a cheque or allow a withdrawal**

Please refer to page 22 'Debit balances in your account – overdrawing' for details.

#### 1.7.2 How to make out a cheque

If you have a cheque account, following these simple rules will help reduce the risk of unauthorised alteration:

- write only in pen; never use a pencil or ink that can be rubbed out;
- don't leave any spaces before or after the amount (both written and the figure);
- date each cheque you have signed;
- write legibly and ensure the amounts in words and figures agree;
- never sign blank cheques.

#### 1.7.3 Cross your cheques for safety

A crossing is two parallel lines drawn vertically on a cheque with or without the words 'not negotiable' or 'account payee only' between them. The crossing acts as an instruction to bankers to accept the cheque only into a bank account and not to cash it. Including the words 'not

## Part 1: How to use your account

'negotiable' in the crossing helps protect the true owner of the cheque if it is lost or stolen. Anyone who accepts a lost or stolen 'not negotiable' cheque has no better right or title to the cheque than the finder or the thief, and may be liable to refund the amount of the cheque to the true owner, even if he or she has given the finder or thief value for the cheque and is innocent of any wrong-doing.

The words 'account payee only' in the crossing serve as a warning to a bank not to accept deposit of the cheque except to the account of the named payee. An 'open' cheque is one that is not crossed. It allows a bank to pay the money to whoever presents it, even if that person found or stole it, unless the bank is put on notice that the cheque might have fallen into the wrong hands. Accordingly, if you are writing a cheque, it is a good idea to cross it unless you propose to present it to the bank for cashing.

### 1.7.4 The words 'or bearer'

By deleting the words 'or bearer' or substituting the words 'or order' the drawer is directing the bank to pay the amount of the cheque only to the payee or in accordance with the written endorsement (i.e. signed direction) of the payee.

### 1.7.5 Stopping payment of a cheque

The drawer of a cheque may ask his or her bank to stop payment on it, provided the cheque has not already been paid. If you want to stop payment on a cheque you should immediately telephone us on 13 2221 between 8am and 8pm Monday to Friday or call into a branch. We will need to know the date of the cheque, the amount, the payee and the cheque number. A stop payment fee may apply.

### 1.7.6 Dishonour of cheques

Cheques can be dishonoured (not paid) because there are insufficient cleared funds in the cheque account to cover the amount of the cheque, because they have been stopped or because the cheque is irregular in some way. The more common irregularities are:

- the cheque has not been signed by the drawer;
- the cheque has not been signed in accordance with the authority held by the drawer's bank;
- there has been a material alteration (e.g. an alteration to the amount) that shows no evidence of having been authorised by the drawer;
- the cheque appears to be more than 15 months old when it is presented, i.e. it is a stale cheque; and the cheque bears a date that is in the future. This is known as a post-dated cheque and it cannot be paid until that date arrives.

### 1.7.7 Cheque clearance times

If you deposit a cheque to your account it will generally be cleared in about three days, although it may take longer to clear individual cheques. If you need to draw against the funds urgently or you are concerned about whether the cheque will be paid you can request a special clearance with the teller when you are depositing the cheque to your account. We will arrange to have the cheque presented to the bank on which it is drawn as quickly as possible and let you know by telephone whether or not it has been paid. A fee is charged for this service. You may also be charged for the cost of engaging a courier.

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### 1.7.8 Using facsimile signatures

Cheques drawn on your account must contain original signatures of authorised signatories to your account.

If you wish to use facsimile signatures on cheques (for example, mechanically printed copies of the signatures) you will need to provide a separate authority and indemnity. If you do authorise us to accept facsimile signatures you accept the risk of any unauthorised transactions on your account initiated by facsimile signatures.

Please contact a branch or your Relationship Manager if you would like to make an arrangement for us to accept cheques with facsimile signatures. More information about cheques is in The Better Banking Book which is available on our website, by calling us or by visiting any branch.

## 1.8 Using Internet Banking

### 1.8.1 For all Using CommBiz

Access to and transactions on accounts through CommBiz are subject to separate Terms and Conditions and are not covered by this brochure.

For further details, refer to the CommBiz product information and Terms and Conditions available on our CommBiz website [commbiz.com.au](http://commbiz.com.au).

### 1.8.2 Using NetBank (internet banking) or CommBank app and shopping online

We may disclose your information to the remitee/beneficiary of a NetBank transfer of funds or third party payment using CommBank app to aid them in identifying the transaction.

### 1.8.3 NetBank Security and Secure Internet Shopping

When you register for or hold a Debit MasterCard, we may select you for Two Factor Authentication and/or Secure Internet Shopping using NetCode SMS or a NetCode Token.

If you are not registered for Secure Internet Shopping you may not be able to transact online at merchants who take part in the MasterCard SecureCode or Verified by Visa.

For some NetBank transactions and functions, when you enter your password you may also need to answer correctly your Personalised Identification Questions.

If you are selected for Two Factor Authentication or Secure Internet Shopping:

- using a NetCode Token, then you must:
  - register the NetCode Token within 30 days from the date we sent it to you; and
  - generate and enter your current NetCode when you log in to NetBank and for some internet purchases using your Business Debit MasterCard.
- using NetCode SMS, then you must:
  - make sure your current mobile telephone number is registered with the Bank. (To check simply log in to NetBank, go to the 'Profile and Preferences' tab and select 'My contact details'); and
  - enter your current NetCode when requested in NetBank and for some internet purchases using your Business Debit MasterCard.

Your NetCode Token remains our property and you must return it if we ask you. We issue one active NetCode Token for each Client Number – it can't be used for a different Client Number. We may charge you for additional and replacement NetCode Tokens

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### 1.9 Peer-to-peer payments

Peer-to-peer payments allow NetBank or CommBank app users to make payments to (see 'Making Peer-to-peer payments' on page 15), and receive payments from (see 'Claiming Peer-to-peer payments' on page 16), third parties with an Australian bank account (e.g. friends or service providers) using a mobile phone number, email address or Facebook details. Peer-to-peer payment functionality will be progressively available to NetBank users from October 2013.

A recipient can receive payments directly to their nominated deposit account if they register via NetBank or CommBank app. If a recipient is not registered, they can collect the payment via NetBank, mobile phone application or our collections website (see 'Claiming Peer-to-peer payments' on page 16).

#### 1.9.1 Making Peer-to-peer payments

##### Pay to Mobile and Pay to Email

If the recipient hasn't registered, you will need to send them the Payment Code (which we will provide to you at the time you make the payment) so they can make a claim.

We will notify them the payment is ready to be claimed:

- via SMS if you used Pay to Mobile; or
- via email if you used Pay to Email.

##### Pay to Facebook Friend

To make Pay to Facebook Friend payments you log in to your Facebook account via Facebook Connect and allow NetBank or mobile phone application to access your Facebook account basic information and also your Facebook friends list. After you have made the payment, you need to notify the Facebook friend. You can notify the Facebook friend using a Facebook wall post via NetBank or mobile phone application. If you skip this step, you will need to notify the Pay to Facebook Friend recipient separately. We don't send any notifications for Pay to Facebook Friend. If the recipient hasn't registered, you will also need to send them the Payment Code so they can make a claim.

##### How we process payments

- We use the mobile number, email address or Facebook ID to facilitate the payment. You should advise the recipient that you have provided us with this information.
- Peer-to-peer payments are debited from your account when you request the Peer-to-peer payment. When the recipient's account will be credited depends on the policy and systems of their bank.
- We do not pay interest on amounts credited back to your account if a recipient does not claim a payment or the funds are credited back to your account for any other reason.
- You cannot make Peer-to-peer payments using a credit card account.

#### 1.9.2 Claiming Peer-to-peer payments

If you have registered, the payment will be deposited directly to a nominated deposit account.

If you are not registered, we will tell you when the payment is ready to be claimed:

- via SMS if the Payer used Pay to Mobile; or
- via email if the Payer used Pay to Email.

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If the payment was made via Pay to Facebook Friend and you are not registered, the Payer will need to notify you they have initiated a payment. We don't send any notifications for Pay to Facebook Friend.

If you are not registered, you can collect the payment via NetBank, mobile phone application or our collections website. For you to claim a payment, the Payer must advise you of the Payment Code. If you haven't received the Payment Code, please contact the Payer.

You can use NetBank, mobile phone application or our collections website <http://www.commbank.com.au/collect> to make the claim. Simply enter the following:

- the Payer's method of payment (mobile, email, or Facebook, as applicable);
- your mobile phone number, email address or Facebook login details via Facebook Connect (as applicable);
- the Payment Code; and
- select the account from the list of your available accounts or enter the BSB and account number of the account you wish the payment to be paid to.

Payments will be processed by BSB and account number only, without using an account name.

Some institutions with unique account numbers may disregard the BSB number.

Please take care to enter the correct BSB and account number as you may not be able to recover a payment if it is credited to another person's account.

You must collect the payment within 14 days after the day the Payer inputs the payment.

Otherwise, the payment is returned to the Payer. The returning of unclaimed payments may be occasionally delayed beyond 14 days due to system outages.

Once you enter your details on our site, it may then take up to 3 business days before your account is credited with the funds.

We may cancel or suspend your right to claim a payment at any time without notice to you (e.g. if a dispute arises or we suspect mistake or fraud).

For security purposes, make sure you don't tell anyone else the Payment Code or record it anywhere that may lead to loss, theft or abuse.

We are not responsible for any loss you suffer due to:

- any delay in notifying you that a payment is available to be claimed;
- any failure or delay by the Payer to provide you or us with the correct information to enable you to claim a payment;
- another person becoming aware of your Payment Code;
- your entering incorrect information in NetBank, mobile phone application or on our collections website; or
- our cancelling or suspending your right to claim a payment (e.g. if a dispute arises or we suspect mistake or fraud).

You must contact the Payer if a payment cannot be claimed by you or you wish to dispute the amount of the payment.

## Part 1: How to use your account

### **Removing or limiting your access**

Your access to NetBank transfers to non-linked accounts, BPAY payments, International Money Transfers (if applicable) and/or payments to third parties using CommBank app may be removed or reduced if:

- we select you for or you choose to take part in Two Factor Authentication; and you don't register your NetCode Token with us within 30 days from the date we sent it to you, or
- you later tell us that you don't want to take part in Two Factor Authentication.

We may suspend Two Factor Authentication or Secure Internet Shopping if we have reason to believe that your online security is at risk, e.g. you entered the wrong NetCode more than once.

If we do, your access to NetBank and/or payments to third parties using CommBank app may be suspended or limited and Secure Internet Shopping won't apply until we reactivate it. If you have an exemption from Two Factor Authentication for any period of time, your access to payments to third parties using CommBank app may be suspended or limited and Secure Internet Shopping won't apply during that time.

### **Using your mobile phone to access NetBank or make payments to third parties using CommBank app**

The version of NetBank we've designed for your mobile phone or tablet device and the CommBank app link to the network of an Australian telecommunications provider. So if you have an overseas telecommunications provider, then you may not be able to access them.

To access NetBank on your mobile phone, you must be registered for Two Factor Authentication using NetCode SMS or a NetCode Token.

If you have an exemption from Two Factor Authentication for any period of time, then you won't be able to access NetBank during that time.

### **Using your Tablet to access NetBank**

You must be registered for NetCode SMS or a NetCode Token to access NetBank and be registered for NetCode SMS to use the secure features of the CommBank app on your mobile phone or tablet device.

If you have an exemption from Two Factor Authentication for any period of time, then you won't be able to access NetBank or the secure features of the CommBank app during that time.

### **Connection charges**

You're responsible for any amount that your telecommunications/internet provider charges you to access NetBank or the CommBank app from your mobile phone/tablet. This includes all call costs and data costs.

For mobile, if you are overseas and have roaming access to the internet, then you can continue to use NetBank on your mobile phone and the CommBank app. However, you may pay higher connection charges to your telecommunication provider.

For Tablet, if you are overseas then you can continue to use NetBank and the CommBank app on your Tablet. However, you may pay higher connection charges to your internet provider.

### **Suspended Client Number**

If we suspend your Client Number for any reason (e.g. you entered the wrong Password), then you can't access NetBank and the secure features of the CommBank app until we reactivate it.

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### **Scheduling future payments and transfers**

In NetBank, you can 'schedule' a payment or transfer to take place on a future date that you nominate. However, this is not available for Business Online Saver Account.

If you tell us in time, you may be able to cancel a scheduled transaction. Otherwise, we will process the payment or transfer as originally instructed by you. If you have scheduled a transaction through NetBank, you can only cancel this transaction through NetBank.

### **When are e-banking transactions processed?**

In some cases, e-banking transactions made after 3 pm on a business day or on a non-business day and transactions scheduled to occur on a non-business day may not be processed until the next business day. To find out when we process your e-banking payments, visit our website or call us.

### **Using BPAY**

BPAY (Bill Payment) lets you pay most bills over the telephone, NetBank, and CommBank app. To use BPAY, you must first set up a password for Telephone Banking or register with NetBank. For more details, visit NetBank or call us. BPAY cannot be used with a Business Online Saver.

### **Can you stop a BPAY transaction?**

A BPAY transaction cannot be stopped once you have confirmed the relevant information.

### **What happens if a Biller can't process a payment?**

If a Biller tells us that they can't process your BPAY payment, we will:

- notify you;
- credit the payment amount back to your account; and
- if needed, help you make a valid BPAY payment.

### **BPAY – what happens if there is a mistake or you find unauthorised transactions**

If you make a BPAY payment by mistake, we will try to help you recover the payment from the Biller or any other person who received it.

If we can't recover the payment within 20 business days, then you are liable for that amount. You should then try to resolve the issue with the Biller or the person who received the payment.

If you report an unauthorised transaction and we find that your account has been:

- incorrectly debited or credited, then we will adjust your account (including any interest and charges) and notify you in writing; or
- correctly debited or credited or that you're liable for the loss or part of the loss, then we will give you copies of the relevant documents or evidence.

### **Using BPAY View™**

BPAY View lets you receive some bills electronically instead of by mail. You can use NetBank to view these bills and then pay them immediately.

To register for BPAY View, register on NetBank or call us.

### **What you agree to when you register for BPAY View**

When you register to receive a bill or statement electronically through BPAY View, then you agree to the following:

TM Registered to BPAY PTY LTD ABN 69 079 137 518

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- that you're entitled to receive that bill or statement from the applicable Biller;
- the bill or statement you receive satisfies any legal obligations a Biller has to provide you with bills and statements;
- that you will check your emails and NetBank at least once a week;
- to make sure that your mailbox can receive email notifications (e.g. it has enough storage space available);
- to tell us if you or any user are unable to access your email, NetBank or a link to a bill or statement for any reason;
- when a Biller sends you a bill or statement, we record that you received it on the day we notified you about the bill or statement by:
  - sending you an email to your server at your email address; or
  - posting a notification in NetBank.
- when a Biller sends you a bill or statement, we record that you did not receive it if:
  - we are notified that your mailbox is full;
  - we are notified that you can't receive our notification email; or
  - our notification email is returned to us undelivered.
- that we can disclose any personal information (e.g. your name, email address and that you are our customer) that a Biller needs to confirm that you have registered for BPAY View or have cancelled your BPAY View registration;
- that we can disclose any of your transactional information that is needed to process your BPAY Payments and any user's use of BPAY View;
- that you allow data to be collected by us or your nominated Biller(s) about whether you access your emails, NetBank and any link to a bill or statement;
- that you will tell us when your personal information changes and we can disclose this to all other participants in the BPAY Scheme as required; and
- that we can disclose to a Biller that one of the events set out under 'Receiving paper bills and statements instead of electronic ones' on page 20 has taken place.

### **Suspending or cancelling BPAY View**

At any time, we can suspend or cancel your:

- use of BPAY View entirely or in relation to a particular Biller, and
- registration to use BPAY View.

We can do this without giving you any notice although we will take all reasonable steps to notify you.

### **Who's responsible for sending you electronic bills and statements?**

We are not responsible for arranging or making sure that any Biller actually sends you a bill or statement (except as set out in this section).

If you don't receive a bill or statement from a Biller, or you can't view it using BPAY View, then you must contact the Biller to get a paper bill or statement.



## Part 1: How to use your account

### **What happens if there is a problem with BPAY View?**

If you don't receive a bill or statement because it was:

- not sent to you on time or at all (other than because you failed to view an available bill)
- sent to the wrong person;
- sent with incorrect details; or
- sent to you after you have unsuccessfully attempted to deregister from using BPAY View;

then as soon as you become aware of any of these errors, you must tell the Biller and ask for a correct paper bill or statement.

If you pay a bill late, then you're responsible for paying any fee or interest the Biller may charge you.

### **Storing and deleting bills and statements**

You can access a bill or statement, until one of these things happens:

- you delete it;
- the access period set by the Biller expires; or
- it's been 18 months since you received it (we'll delete it whether you have or haven't paid it).

Also, the maximum number of bills and statements you can receive through NetBank is 150. So, if you have 150 bills and statements and a new one is sent to you, then we will delete the oldest bill (based on when you received it).

### **Receiving paper bills and statements instead of electronic ones**

In some cases, a Biller may choose to send you a paper bill or statement instead of an electronic version.

Unless we are also the Biller, we accept no liability to provide you with a paper bill or statement if any of these things happen:

- you or the Biller deregister from BPAY View;
- we are advised that your mailbox is full or that you can't receive our notification email of a bill or statement;
- our notification email to you is returned to us undelivered (e.g. your email address is incorrect or cannot be found);
- we are aware that you can't access your email or NetBank or a link to a bill or statement for any reason; or
- you can't access BPAY View because it is experiencing a technical problem or it's unavailable for any reason for longer than the period specified by a Biller.

If one of those things happens:

- we will take all reasonable steps to notify the relevant Biller (unless the Biller already knows about it); and
- we may notify the institutions shown under 'BPAY or BPAY View' on page 30.

## Part 1: How to use your account

### 1.10 Does your account earn interest?

If your account has a credit balance, we may pay interest. The amount and type we pay depends on the type of account you have. The tables on page 21 show how we calculate interest and when we pay it.

If you don't want us to pay interest on your account, you need to contact us so we can make other arrangements.

No interest is paid on the Business Transaction account, Standard Business Cheque Account non-interest bearing option or Statutory Trust Account\*

Interest rates are variable and we may change them at any time. We provide more information in the brochure Interest Rates on Transaction, Savings and Investment Accounts. To get a copy, visit our website, call us or visit any of our branches.

\* Interest accrued on balances of Statutory Trust Account are paid to the relevant state or territory body or authority.

#### 1.10.1 How we calculate interest and when we pay it

| How is interest calculated  | Premium Business Cheque Account | Society Account | Business Online Saver | Standard Business Cheque Account – interest bearing option |
|---|---------------------------------|-----------------|-----------------------|--|
| Interest is calculated daily on any portion of the balance greater than \$5,001.00 and credited monthly on the first day of the following month, and when the account is closed or switched to another account.           | ✓                               | -               | -                     | -  |
| Interest is calculated monthly on the minimum monthly balance and is credited on the first day of the following month (and when the account is closed or switched to another account).                                    | -                               | ✓               | -                     | ✓  |
| Interest is calculated daily on the full balance provided the balance is \$10,000.00 or more and credited monthly on the first day of the following month, and when the account is closed or switched to another account. | -                               | -               | ✓                     | -  |

#### 1.10.2 Your Tax File Number (TFN)

You don't have to provide your TFN/ABN for your account. However, by law, we must deduct tax from the interest earned on your account if:

- you have not provided a TFN/ABN or TFN exemption; or
- you are a non-resident.

## Part 1: How to use your account

### 1.11 Overdraft

#### 1.11.1 Overdraft facility (business transaction accounts only)

You may apply to establish an overdraft limit, principal reducing or interest only loan (in special circumstances) on the account.

Applications are subject to the Bank's normal credit approval. If approved, overdrafts and principal reducing or interest only loans are subject to the Terms and Conditions for Commercial Lending Facilities. These will be provided to you for your reference if we approve your application and offer you an overdraft facility.

#### 1.11.2 Automatic Overdrawing Limit

Some Business Transaction Accounts and Premium Business Cheque Accounts may have a temporary overdrawing limit which is available on a maximum of two accounts per customer and nominated by the customer. Any such overdrawing limit is \$500.00 and is subject to change and may be removed from the account or have other conditions imposed at the Banks discretion.

#### 1.11.3 Debit balances in your account – overdrawing

If you make any withdrawal or other payment (e.g. by cheque) or transact on your account by any means which would cause a debit (negative) balance in your account, this is known as overdrawing your account.

#### **When we do not have to honour a cheque or allow a withdrawal**

We do not have to honour a cheque or allow a withdrawal that would cause you to overdraw your account:

- If you have an overdraft facility or temporary overdrawing limit (some Business Transaction Accounts and Premium Business Cheque Accounts have an \$500.00 overdrawing limit on a temporary basis) and you try to make any withdrawal transaction which would cause the agreed overdraft limit to be exceeded; or
- you have no overdraft facility and try to make any withdrawal transaction which would cause the balance of the account to be overdrawn.

We can charge fees as described below depending upon what we do in relation to the cheque or withdrawal transaction.

#### **If we allow you to overdraw your account**

If we do allow you to overdraw your account or to exceed your agreed overdraft limit:

- the amount by which your account is overdrawn will be treated as an advance by us to you and you will owe us a debt of that amount;
- you must repay that advance and any interest charged on demand by us;
- we apply any payments to your account first in repayment of that advance and any interest charged; and
- you must pay us interest on that loan at the prevailing rate for debit balances. The interest will be calculated daily and charged to your account:
  - for Business Transaction Accounts, Standard Business Cheque Accounts and Society Business Cheque Accounts – charged to your account monthly on the first day of each month and when the account is closed or switched to another account.

## Part 1: How to use your account

- for Premium Business Cheque Accounts – charged to your account monthly on the first day of each month and when the account is closed or switched to another account.

We can charge an Overdrawing Approval Fee and Loan Service Fee (refer to page 46 and 47 for details of these fees).

If we do not allow you to overdraw your account or to exceed your agreed overdraft limit, we are entitled to charge a Dishonour Fee (refer to page 48 for details of this fee) for processing the disallowed withdrawal transaction.

### 1.11.4 Making repayments – Business Transaction Account and Premium Business Cheque Account

You must repay the debit balance on the Account when we demand it. Whenever possible we will give you prior notice, but we may require you to repay without notice. Until you repay us interest, fees and charges are payable in accordance with the account terms and conditions. If we reduce any automatic temporary overdrawing limit on the Account, when we demand it you must reduce the debit balance on the Account to an amount equal to or less than the reduced automatic temporary overdrawing limit. Whenever possible we will give you prior notice, but we may require you to reduce the debit balance without notice. Until you repay us interest, fees and charges are payable in accordance with the account terms and conditions. You are required to make a credit to any automatic temporary overdrawing limit on your account equal to the amount of \$200 each month or the full debit balance if it is less than \$200 while any automatic temporary overdrawing limit is being used. Otherwise, you may repay all or part of the debit balance of the Account at any time. A debit balance on your Business Transaction Account must be repaid if we request it. If we reduce the amount of your automatic overdrawing limit, when we request it you must also reduce the debit balance on your account to an amount equal to or less than the reduced limit.

### 1.12 Making Payments through PEXA

Payments through the PEXA System from your eligible Statutory Trust Account or other eligible trust account can only be made if you are a subscriber to PEXA and have provided PEXA with the authorities referred to in clause 1.1.4. In addition to these terms and conditions, transactions carried out through the PEXA System are subject to PEXA's Financial Settlement Terms & Conditions. We are entitled to treat instructions received by PEXA which are authorised by your signatories' log in and password through the PEXA System as duly authorised by you.

# Part 2: Other things you should know

## 2.1 Your account statements and notices

We send account statements and notices to your nominated postal address or, if you have specifically requested and we agree, we provide them electronically on our NetBank or CommBiz service and we send to your nominated email address an email notification that the statement or notice can be retrieved from NetBank or CommBiz.

To receive statements and notices electronically you also must have registered to use NetBank or CommBiz to make transactions and told us your email address.

### 2.1.1 How to ask for a statement

At any time, you can ask for a statement by logging into NetBank/CommBiz, go to 'Manage accounts' and select 'Order statements', or calling us. For some accounts, you can get limited information from an ATM. A fee may apply.

### 2.1.2 When we send account statements

This table shows when we provide statements and notices for your account.

| Account                          | Statement Frequency (standard cycle) |
|----------------------------------|--------------------------------------|
| Business Transaction Account     | Every 3 months                       |
| Premium Business Cheque Account  | Every 3 months                       |
| Society Account                  | Every 4 months                       |
| Business Online Saver            | Every 3 months                       |
| Standard Business Cheque Account |                                      |
| • Interest bearing option        | Every 3 months                       |
| • Non-interest bearing option    |                                      |
| Statutory Trust Account          | Every 1 month                        |

### 2.1.3 Checking the transactions on your statement

As soon as you receive your statement, you should confirm the transactions shown with your transaction records and report any unauthorised transactions to us straight away.

When you check your transactions, keep in mind that the date you made a transaction may be different to the date shown on your statement.

### 2.1.4 Checking your account

Within 3 months of opening your account, you must tell us if we have opened the wrong type of account or incorrectly applied the interest rate type or any concession applicable to the account. If you do not tell us within this period, you agree that you have no claim against us for opening the wrong type of account or failing to correctly apply any applicable interest rate type or concession.

## 2.2 Business Account Password

When you apply for a password to be linked to all existing accounts and each account in your name:

- you acknowledge that use of the password cannot be limited to only some of your account(s);

## Part 2: Other things you should know

- the password may be used to instruct the Bank to:
  - obtain account information (including account statements);
  - update particulars of your account(s);
  - stop cheques drawn on your account(s); and
- the password may be cancelled or changed by the Account Holder; or
- any instructions given by a person using the password in accordance with the Account Operating Authority will be relied on by the Bank. It will not be liable for any loss or damage you, or anyone else, suffers where the Bank acts on those instructions in good faith, unless it is proved that the Bank was negligent.

Where the Bank agrees to supply services to you as a consumer, as defined in the Australian Securities and Investments Commission Act 2001 ('the Act'), then the Bank's liability will be determined in accordance with the Act. However, to the extent permitted by the Act, any such liability of the Bank is limited to the cost of supplying services again.

### 2.3 Set-off and account combination

You agree that we may set-off or combine the balance of your account with any of these accounts that you currently have or may have in the future with us:

- any other on-demand account; or
- any loan account for which we hold security.

Our rights under this clause don't apply to any account which is regulated by the National Credit Code. However, if you have one of those accounts, we may still exercise our banker's right to combine your accounts.

Although we will not do this if you are actively considering your financial situation under any hardship provisions or while you are complying with an agreed repayment arrangement. We may, however ask you as a condition of not exercising our rights, to retain funds in an account until our decision on your application has been made.

Set-off and account combination rights do not apply to Statutory Trust Accounts.

### 2.4 Closing and stopping your card, account, PIN, code or device

#### 2.4.1 What you need to do to cancel or stop your card, account or other device

You can ask us to cancel a card or other device issued to another user. You can also ask us to place a stop on your account. If we do this, you and any other user won't be able to make any further transactions on the account until you ask us to remove the stop.

When you ask us to cancel a card or place a stop on your account, the change does not apply straight away. You will continue to be liable for:

- transactions made before we process the stop or cancellation request;
- Business Debit MasterCard transactions where the merchant is not required to obtain authorisation (e.g. for transaction amounts under the merchant's 'floor limit') or where no authorisation is required, until you have taken all reasonable steps to destroy the card or return it to us; and

## Part 2: Other things you should know

- transactions that are made with a card or other device when any of our electronic transaction systems are unavailable until you have taken all reasonable steps to have the card or other device returned to us.

### 2.4.2 When we can cancel or stop your card, PIN, other code or device

For security reasons and to better protect your interests, if we believe that a card, PIN, password, other code or device is being used in a way that may cause losses to you or us, then we may cancel or withhold its use at any time – without giving you notice.

We may cancel a Business Debit MasterCard or Keycard if it is not used for 6 months or more.

If you haven't used your Business Debit MasterCard or Keycard for 6 months or more (via ATM or EFTPOS), you should contact us first to make sure it's activated. A replacement Debit MasterCard or Keycard may not be issued when your card expired if it has not been used for six months or more.

We may permanently cancel your NetBank Client Number without giving you notice if:

- you have not used it for at least 12 months; or
- we have suspended it for security reasons (e.g. you entered the wrong password and did not contact us within a reasonable time to change your password and reactivate the Client Number).

If we cancel your Client Number, we will also remove your access to NetBank and payments to third parties using CommBank app – without giving you notice. If you want to use internet banking again, you need to register for it by visiting NetBank or calling us.

### 2.4.3 When we may close your account

If your account has a credit balance, we may close it after giving you reasonable notice.

We may close your account without giving you notice if:

- your account has a nil balance and you have not used it for at least three months;
- your account is overdrawn and you have not used it for at least three months;
- your account has a balance of less than \$10 and you have not used it for at least 3 months. In this case, we will transfer the balance to another account in your name or send you a cheque;
- you have not provided the identification we asked for; or
- If you do not make a deposit or withdrawal on the account for three (3) years, the Bank will close the account without giving you notice and will transfer any credit balance to an unclaimed moneys fund unless, within that period you, a signatory or your agent, have notified us that you wish the Bank to treat the account as active. (Balances over a prescribed amount go to the Commonwealth Government's unclaimed moneys fund where they may earn interest; balances below the prescribed amount will not earn interest.) You may apply for the transferred balance to be returned to you at any time.

### 2.4.4 Transaction Accounts

Before you can close your last transaction account, you must first close your Business Online Saver Account. When you close your Business Online Saver Account, we will transfer the credit balance to your nominated transaction account.

### 2.4.5 When we are no longer able to help you

There are certain situations when we may:

## Part 2: Other things you should know

- refuse to process any transaction;
- decide not to provide you with a product or service; or
- freeze or close your account.

We may do any or all of those things if we believe on reasonable grounds that you may:

- be a proscribed person or entity under the Charter of the United Nations Act 1945 (Cth);
- be in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism;
- appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or
- act on behalf, or for the benefit of, a person listed above.

### 2.5 How we process EFT transactions

When an e-banking transaction is made on your account:

- if we can't apply the transaction in line with your instructions, we may apply that transaction to any account that is linked to your card, device, PIN or password;
- we may limit that transaction to specific amounts (e.g. maximum and minimum daily withdrawal limits); and
- we may process that transaction through a channel we select if it's possible to process the transaction using more than one payment or transfer channel.

### 2.6 Changes to your terms and conditions

We may change various features of your account. This includes making changes to:

- fees and charges;
- interest rates; or
- terms and conditions.

If we make many important changes over a short time, we will issue an updated brochure.

This table shows how and when we will tell you about any changes. However, we don't have to give you advance notice if we need to make changes to immediately restore or maintain the security of a system or an individual facility, including the prevention of systemic or individual criminal activity, including fraud.

| Change  | Minimum number of days notice | Method of notice                                     |
|---|-------------------------------|--|
| Introduce a new fee or charge.<br>Change how we calculate interest or how often we debit or credit interest.<br>Change the balance ranges within which interest rates apply.<br>Change the minimum balance to which an account keeping fee applies.<br>Increase your liability for losses relating to transactions you make with a card, PIN, password or other code.<br>Introduce, remove or change the daily or periodical transaction limits that apply. | 30 days                       | In writing <sup>1</sup> unless we cannot locate you. |



## Part 2: Other things you should know

| Change  | Minimum number of days notice                | Method of notice   |
|---|--|--|
| Increase an existing fee or charge. <sup>2</sup>  | 30 days                                      | In writing <sup>1</sup> unless we cannot locate you, or by advertising in the national or local media. |
| Change the interest rate.                         | No later than the day of change              |  |
| Change any other term or condition                | No later than the day of change              |  |
| Introduce or change any Government tax or charge. | No later than the day of change <sup>3</sup> |  |

1. If you receive electronic statements and notices, we may provide the notice by email only or on NetBank or CommBiz and send you a notification email to tell you it's available.
2. If the increase relates to the use of an access method or the issue of an additional or replacement access method, we will tell you in writing or electronically in accordance with note<sup>1</sup> above.
3. No notice is given by us if the change has already been publicised by a government, government agency or representative body.

### 2.6.1 Not happy with the change?

If you don't accept the changes we make to your account, you may close your account without fee or charge subject to any:

- right we had (before the change) to combine or set-off any part of your account balance – see 'Set-off and account combination' on page 25; or
- legal obligation we had (before the change) to pay any part of your account balance to a third party.

## 2.7 What to do if you have a complaint?

We accept that sometimes we can get things wrong, and when this happens we're determined to make them right again.

### 2.7.1 Talk to us

Most problems can be resolved quickly and simply by talking with us. You can contact your Relationship Manager, visit your local branch, or you can call General Enquiries team on **13 2221**, 24 hours a day, 7 days a week.

If you need further assistance after your initial enquiries, you can contact Customer Relations – see page 57 for contact details.

### 2.7.2 When you make a complaint to us we will:

- acknowledge your complaint and make sure we understand the issues;
- do everything we can to fix the problem;
- keep you informed of our progress;
- keep a record of your complaint;
- give you our name, a reference number and contact details so that you can follow up if you want to; and
- provide a final response within 45 days.

If we are unable to provide you a final response to your complaint within 45 days, we will:

- inform you of the reasons for the delay;
- advise of your right to complain to the Financial Ombudsman Service (FOS); and
- provide you with the FOS contact details.

## Part 2: Other things you should know

### 2.7.3 External dispute resolution

If you are not happy with the response we provide, you may refer your complaint to the Financial Ombudsman Service (FOS).

FOS offers a free, independent dispute resolution service for the Australian banking, insurance and investment industries. You can contact FOS on **1300 780 808**, or by writing to Financial Ombudsman Service, GPO Box 3, Melbourne, VIC 3001, or online at [www.fos.org.au](http://www.fos.org.au).

When we complete our investigation, we will write to you about the outcome of the investigation and our reasons for the outcome, including the terms and conditions that we considered during our investigations.

If you are not satisfied with our decision, you may ask our senior management to review the matter. We will accept liability for the full amount of the transaction which is the subject of your complaint if:

- we fail to properly allocate liability;
- we fail to comply with the complaint investigation and resolution procedures set out in this brochure; or
- we fail to communicate the reasons for our decisions and our failure harms the outcome of your complaint or results in unreasonable delay in its resolution.

## 2.8 Customer information and privacy

### 2.8.1 What information we collect

We collect information about you (such as your name, address and contact details), and information about your interactions with us, such as transactions on your account. We may also collect publicly available information about you.

### 2.8.2 Why we collect your information and what we use it for

We collect your information because we are required to identify you in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and in order to comply with taxation laws, such as the Taxation Administration Act 1953 and the Income Tax Assessment Act 1936. We also collect it to administer our customer relationships and internal processes including risk management and pricing, to meet our obligations in relation to external payment systems and under our arrangements with government agencies, and to identify and tell you about products and services that may interest you (unless you tell us not to). If you don't want to receive marketing information you can tell us by calling **13 2221**. If you give us your electronic and telephone details, you agree we may use this to communicate with you electronically, by phone or SMS, including providing updates, reminders and (unless you tell us not to) marketing information. You must give us accurate and complete information; otherwise you may be breaking the law and we may not be able to provide you with the products and services that you require. If you change your personal details (e.g. address, name or email address) you must tell us straight away.

### 2.8.3 Who we may exchange your information with

We may exchange your information with other members of the Group who may use your information for any of the purposes we can. We may also exchange your information with others outside the Group, for example, your representatives, our service providers, other financial institutions (for example, in relation to a mistaken payment claim), enforcement and government authorities, relevant public registers and payment system operators (for example, BPAY Pty Ltd). Sometimes it may be necessary to send your information overseas – for example, where we outsource functions overseas, send information to Group members overseas, where we need to complete a transaction on your behalf or where this is required by laws and regulations in Australia

## Part 2: Other things you should know

or in another country. If you have applied to Property Exchange Australia Limited (PEXA) to transact through the PEXA System on your eligible Statutory Trust Account or other eligible trust account, we may exchange your information with PEXA. See our Group Privacy Policy for more information.

### 2.8.4 Our Group Privacy Policy

Our Group Privacy Policy is available on our website at **commbank.com.au** (follow the Privacy Policy link) or upon request from any branch of the Bank and should be read in conjunction with the above. It contains further details about our information collection and handling practices including information about:

- other ways we may collect, use or exchange your information;
- how you may access and seek correction of the information; and
- how to make a complaint about a breach of your privacy rights, and our complaint handling procedures.

We encourage you to check our website regularly for any updates to the Policy.

### 2.8.5 BPAY or BPAY View

When you use BPAY or BPAY View, your personal and transactional information will only be disclosed to:

- Us;
- BPAY Pty Ltd
- The Billers nominated by you and their financial institutions; and
- Any agent appointed by BPAY PTY LTD to implement the BPAY Scheme (e.g. Cardlink Services Limited).

When you register for BPAY View with a particular Biller, we don't store the personal information you provide. You can request access to your personal and transactional information that is held by us, or BPAY Pty Ltd or its agent, Cardlink Services Limited.

### 2.8.6 How to contact us

For privacy-related enquiries, please contact us by:

- email at **CustomerRelations@cba.com.au**
- telephone **1800 805 605**, or
- writing to the address in our Group Privacy Policy.

### 2.8.7 Additional Obligations

The Bank may be subject to laws or regulations in Australia or another country that affect your relationship with the Bank (e.g. Laws that address taxation). So that we may comply with our obligations under these laws or regulations, we may:

- require you to provide information about you or your product;
- disclose any information we are required to concerning you (including sending your information overseas);
- withhold an amount from a payment to you if required to do so, and if we do, we will not reimburse you for the amount withheld; and/or

## Part 2: Other things you should know

- take such other action as is reasonably required, including, for example, closing your account.

### 2.9 Codes and laws that apply to your account

The terms and conditions that are set out in this brochure comply with relevant codes and laws.

#### 2.9.1 Code of Banking Practice

The Code of Banking Practice (the Code) is a voluntary code of conduct which sets standards of good banking practice. The Code applies to accounts that are held by individuals or by small business customers.

Our information brochure, The Better Banking Book, contains useful information about:

- how to open an account;
- our obligations to keep your information confidential;
- our complaint handling procedures;
- bank cheques;
- why it's important for you to quickly tell us when you are having financial problems; and
- why it's important for you to read the terms and conditions that apply to any banking service we provide to you or in which you are interested.

If you want a copy of the Code of Banking Practice or The Better Banking Book visit our website, call us or visit any branch.

#### 2.9.2 EFT Code and ePayments Code

The Electronic Funds Transfer Code and from 20 March 2013, ePayments Code govern e-banking transactions. They do not apply to accounts which are only available for business purposes.

#### 2.9.3 Financial Claims Scheme

The Financial Claims Scheme, under the Banking Act, covers deposit amounts you hold in a bank in aggregate up to a statutory prescribed limit (please note that for the purposes of calculating this total joint accounts are considered to be held in equal shares). You may be entitled to a payment in some circumstances. Payments under the scheme are subject to a limit for each depositor. Information about the Financial Claims Scheme can be obtained from the APRA website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on **1300 55 88 49** (if calling from within Australia) or **+61 2 9210 3480** (if calling from outside Australia).

## Part 2: Other things you should know

### 2.10 Protecting your account and liability for transactions

#### 2.10.1 How to protect your account from unauthorised access

Your account can be accessed through various ways and you must do everything you reasonably can to protect your account so others can't access it. This means making sure your cards, devices, PINS and other codes and electronic equipment are not misused, lost or stolen or disclosed to any Account access service.

You may be liable if you don't sufficiently protect your cards, devices, user IDs, PINs, passwords, other codes or electronic equipment, or if you don't immediately tell us when something happens to them.

This table shows what you need to do to protect your account and what we will do in certain situations.

| If this happens...   | You need to...   | We will...  |
|--|--|---|
| Your card, PIN, password, Client Number, device or electronic equipment is lost or stolen. | Tell us as soon as you find out by calling us or by visiting any branch. You may suffer loss if you don't tell us. | We will be liable for all losses after this time. If you report the event, we will record the date and time of your call. |
| You think someone knows your PIN, password or other codes.                                 |  |   |
| There has been unauthorised access to your account.  |  |   |

#### 2.10.2 How to protect your cards and devices (including NetCode tokens)

You should always:

- sign cards as soon as you get them;
- destroy cards when they expire or are no longer valid;
- return cards and devices to us if we ask for them;
- whenever you can, carry your cards and devices and regularly check them; and
- when you've completed a transaction, remember to take your card, cash and transaction record with you.

You must never:

- keep cards and PIN records near each other (e.g. in a briefcase, bag or wallet;)
- record a PIN, password or other code (disguised or not) on a card, device, computer, mobile or Tablet; or
- keep cards or devices and PIN records in one item of furniture (e.g. different drawers of the same bedroom dresser).

#### 2.10.3 How to protect your PINs or other codes

You should always:

- memorise a PIN, password or other code (excluding NetCode) as soon as possible – if you record it, disguise it so others can't decipher it;
- destroy a PIN, password or other code record as soon as possible after you receive it;

## Part 2: Other things you should know

- if you nominate a PIN, password or other code, use a word or number that is not obvious or can't be easily guessed (e.g. don't use date of birth, middle name, family member's name or driver's licence number); and
- take precautions when you use e-banking services (e.g. when you use an ATM, don't let anyone watch you enter your details).

You must never:

- tell or let anyone find out a PIN, password or other code – not even family or friends;
- record a PIN, password or other code (disguised or not) on a car, device, computer, mobile or tablet; or
- keep a record of a PIN, password or other code with your card or device.

### 2.10.4 When you haven't made a reasonable attempt to disguise a PIN or other code

You haven't made a reasonable attempt to disguise a PIN, password or other code if you record it:

- in reverse order;
- in code that is easy to understand (e.g. A=1, B=2);
- as a 'phone' number on its own or as a four digit number, prefixed by a telephone area code;
- as a 'date' (e.g. 9/6/63) on its own;
- as a series of numbers or words with any of them marked, circled or highlighted to show the PIN, password or other code; or
- as an obvious word or number or one that can be found in a wallet.

### 2.10.5 Liability for transactions

Generally, you're liable for any losses that are caused by a user. This includes you and any person you've authorised to process transactions on your account. You will be liable for:

- transactions made by you or with your knowledge and consent;
- transactions made by any other user, unless you have told us to cancel that user's PIN or other code, and you have taken all reasonable steps to have the card or other device returned to us; and
- unauthorised transactions in certain circumstances – see 'Unauthorised transactions' on page 34.

### 2.10.6 Disputes with other parties

We are not liable if a merchant refuses to accept your card, device, PIN or other code. Unless we are a linked credit provider with a particular merchant, we are not responsible:

- for the goods and services supplied by a merchant;
- for any dispute you have with a merchant; or
- if a merchant charges you the wrong amount.

You must resolve those issues with the merchant.

### 2.10.7 Entering the correct information

When you make a transaction using e-banking services, you're responsible for telling us:

- the correct amount you want to pay or transfer; and
- the correct account you want the payment or transfer to be credited to.

The recipient's account name is not part of your payment instructions and we or the recipient's bank won't use it or check it to make your payment.

## Part 2: Other things you should know

This table shows some common mistakes that people make and what you need to do if you make one of those mistakes.

| Mistake   | What you need to do  |
|---|--|
| The amount you entered or told us to pay was less than the required amount.             | Make another payment or transfer to the recipient to make up the difference.                         |
| The amount you entered or told us to pay was more than the required amount.             | Contact the recipient to get a refund – we are not responsible for giving you a refund. <sup>1</sup> |
| The account, biller code or customer reference number you told us to pay was incorrect. | Contact the recipient to get a refund. <sup>1</sup>  |

1. If you don't know the recipient, or can't contact them, call us on **13 2221**. We will try to recover the payment or transfer on your behalf. However, we are not liable for your loss.

### 2.10.8 What happens if the equipment doesn't work properly?

This table shows who is liable when something goes wrong with the electronic equipment you're using to make a transaction.

| If...  | Then...  |
|--|--|
| The equipment accepts your instructions.   | We are liable for any loss caused by a transaction that is not completed in line with your instructions.   |
| The equipment does not accept your instructions, card or other device and/or your PIN fails to activate the equipment. | We are not liable to you.  |
| When you're using the equipment, you're aware that it's not working properly.  | We are only liable for correcting any wrong entry in your account. If we've debited any fees or charges as result of the wrong entry, we will refund them. |

### 2.10.9 Equipment we don't own

We continue to protect you under these terms and conditions when you use your card, device, PIN or password in electronic equipment that is not owned by us.

### 2.10.10 Unauthorised transactions

An unauthorised transaction is a transaction that is made without your knowledge and consent.

The following sections dealing with unauthorised e-banking transactions don't apply when you use your Business Debit MasterCard and sign to authorise the transaction, but chargeback protection may be available in those situations – see 'Requesting a chargeback' on page 11.

### 2.10.11 When you're not liable

You're not liable for any loss which results from an unauthorised transaction if any of the following apply:

- it is clear you did not contribute to the loss in some way;
- the loss takes place after you notified us that a card or other device has been misused, lost or stolen or that someone knows your PIN or other code;

## Part 2: Other things you should know

- our hotline facilities weren't available at the time you tried to notify us that a card or other device has been misused, lost or stolen or that someone knows your PIN or other code – if this happens, you should visit or call one of our branches as soon as possible;
- the loss was due to fraud or negligent conduct by one of our employees or agents or anyone involved in the e-banking network;
- the loss happens because any part of an access method was forged, faulty, expired or cancelled;
- the loss results from a transaction which takes place before you received a device or code required to access the account;
- the same transaction was incorrectly debited more than once to your account; or
- the loss results from any conduct we expressly authorised (as long as any conditions we imposed were met).

### 2.10.12 When you are liable

You're liable for any loss which results from an unauthorised transaction where we can reasonably prove that you contributed to the loss – the table on the following page sets out those situations.



## Part 2: Other things you should know

| Scenario  | What you will be liable for   |
|---|---|
| <p>A card or other device has been misused, lost or stolen or the security of your PIN or other code has been breached because:</p> <ul style="list-style-type: none"><li>• a user acts fraudulently;</li><li>• a user voluntarily discloses their PIN or other code;</li><li>• a user records or notes a PIN or other code on the outside of a card or device;</li><li>• a user keeps a record of a PIN or other code (without making any reasonable attempt to protect their security) on one article or on several articles which are kept with a card or other device or which could be lost or stolen at the same time as the card or other device;</li><li>• a user keeps a record of a PIN or other code (without making any reasonable attempt to protect their security) which may be used without a card or other device, on one article or on several articles which could be lost or stolen at the same time;</li><li>• a user selects or changes a PIN or other code to their date of birth or a recognisable part of their name (even though we specifically told them not to and what the consequences will be); or</li><li>• a user was extremely careless in failing to protect the security of a PIN or other code.</li></ul> | <p>The actual losses which take place before you notify us.</p>   |
| <p>Unauthorised transactions take place because you unreasonably delayed notifying us after you become aware of the misuse, loss or theft or that the security of your PIN or other code, or device has been breached.</p>  | <p>The actual losses which take place from when you became aware (or should have reasonably become aware) up to when you notify us.</p> |

# Part 3: Fees

## Limits on your liability for losses from unauthorised transactions

### Amount you won't be liable for

Even if we can prove that you contributed to the loss, you won't be liable for any amount that:

- was withdrawn from your account in a day or period which is more than the daily or periodical transaction limit;
- was withdrawn from your account which is more than your account balance or agreed overdraft limit;
- was withdrawn from an account which we had not agreed with you could be accessed using the access method; or
- we may recover under the MasterCard scheme rules when you use a Business Debit MasterCard.

### Maximum amount you are liable for

If someone used your PIN or other code to perform the unauthorised transaction and we can't reasonably prove that you contributed to the loss, then you will be liable for the lesser of:

- \$150;
- the balance of your account (including any agreed overdraft limit) which could be accessed by the unauthorised transaction; and
- the actual loss when you notified us that the card or other device has been misused, lost or stolen or that someone else knows your PIN or other code (up to the daily or periodical transaction limit).

### When we may reduce your liability

If you allege that a transaction was unauthorised and we have not placed a reasonable daily or periodical transaction limit on your account, then either we or an external dispute resolution body may decide to reduce your liability.

To do that, we or the external body will consider the following:

- whether the processes we used to verify that the transaction was authorised adequately protected you from losses without needing a reasonable daily or periodical transaction limit; and
- if the unauthorised transaction involved drawing on a line of credit using a card, PIN, password or other code (including drawing on your loan repayments), whether we took reasonable steps to warn you about the risks of unauthorised transactions on that line of credit when we provided it to you.

### Deletion of unenforceable terms

If any part of these Terms and Conditions is found to be void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining parts of these Terms and Conditions will continue to apply to the extent possible as if the void or unenforceable part had never existed.

## Part 3: Fees

### 3.1 Quick Reference to fees and charges

| Types of fees you may be charged  | Business Transaction Account | Premium Business Cheque Account | Society Account | Business Online Saver | Standard Business Cheque Account – interest bearing option and non interest bearing option | Statutory Trust Account |
|---|------------------------------|---------------------------------|-----------------|-----------------------|--|-------------------------|
| Monthly Account Fee   | ✓                            | ✓*                              | –               | –                     | ✓  | ✓                       |
| Transaction Fees (further details are on page 40)   | ✓^                           | ✓^                              | ✓               | –                     | ✓  | ✓                       |
| Commonwealth Bank ATM cash withdrawal   | –                            | –                               | ✓               | –                     | ✓  | –                       |
| Electronic  | –                            | –                               | ✓               | –                     | ✓  | ✓                       |
| Quick Deposits  | ✓^                           | –^                              | ✓               | –                     | ✓  | ✓                       |
| Cheque transactions   | ✓^                           | ✓^                              | ✓               | –                     | ✓  | ✓                       |
| Assisted transactions   | ✓^                           | ✓^                              | ✓               | –                     | ✓  | ✓                       |
| Number of electronic transactions and Commonwealth Bank ATM cash withdrawals each month free of transactions fees | Unlimited                    | Unlimited                       | –               | –                     | –  | –                       |
| Number of Quick Deposit, cheque and assisted transactions each month free of transaction fees                     | 30                           | 40                              | –               | –                     | –  | –                       |
| Eligible for rebate on Account Fee and Transaction Fees   | –                            | –                               | ✓               | –                     | Non-interest bearing option only   | –                       |
| Access Fees   | ✓                            | ✓                               | ✓               | –                     | ✓  | –                       |
| Cash Handling Fee   | ✓                            | ✓                               | ✓               | –                     | ✓  | ✓                       |

## Part 3: Fees

| Types of fees you may be charged | Business Transaction Account | Premium Business Cheque Account | Society Account | Business Online Saver | Standard Business Cheque Account – interest bearing option and non interest bearing option | Statutory Trust Account |
|----------------------------------|------------------------------|---------------------------------|-----------------|-----------------------|--|-------------------------|
| Overdrawing Approval Fee         | ✓                            | ✓                               | ✓               | –                     | ✓  | –                       |
| Loan Service Fee                 | ✓                            | ✓                               | ✓               | –                     | ✓  | –                       |
| NetBank Service Fees             | ✓                            | ✓                               | ✓               | –                     | ✓  | ✓                       |

^ Fees apply when the relevant fee-free transaction limit is exceeded.

\* Fee is not charged if account balance remains at or above \$10,000.00 during the month.

## Part 3: Fees

### 3.2 Monthly Account Fee and Fee Rebates

| Fees*<br>(all fees are calculated on a monthly basis)  | Business Transaction Account | Premium Business Cheque Account   | Society Account   | Standard Business Cheque Account – interest bearing option and non interest bearing option                   | Statutory Trust Account |
|--|------------------------------|---|---|--|-------------------------|
| Monthly Account Fee – is calculated at the end of each month and will be charged to your account on the first day of the following month.  | \$10.00                      | \$15.00<br>Fee is not charged if account balance remains at or above \$10,000.00 during the month | –   | \$5.00   | \$5.00                  |
| Fee Rebate – will be deducted from accumulated fees, i.e. sum of Monthly Account Fee and Transaction Fees (Fee Rebates do not apply to Access Fees).                                       | –                            | –   | \$1.50 for every \$1,000.00 minimum monthly balance maintained in account | Non-interest bearing option only – \$1.50 for every \$1,000.00 minimum monthly balance maintained in account | –                       |
| Special Rebate – in addition to the Fee Rebate above, this will be deducted from accumulated fees, i.e. sum of Account Fee and Transaction Fees (Fee Rebates do not apply to Access Fees). | –                            | –   | \$4.50 per month  | –  | –                       |

\* Business Online Saver is not subject to the Monthly Account Fee or Fee Rebates.

## Part 3: Fees

### 3.2.1 Transaction Fees

These fees are charged on the different types of transactions you make on your account.

**For Business Transaction Account and Premium Business Cheque Account only:**

#### **Business Transaction Account**

Customers with a Business Transaction Account receive unlimited electronic transactions and Commonwealth Bank ATM cash withdrawals free from transaction fees each calendar month (Access, CommBiz and NetBank Service Fees apply). At the end of the month, we will rank all of these transactions in the following order:

Most customers with a Business Transaction Account are entitled to unlimited free electronic transactions and Commonwealth Bank ATM cash withdrawals with the exception of wholesale relationship managed customers who may be notified by the Bank at any time that their account is subject to transaction fees on electronic transactions and Commonwealth Bank ATM cash withdrawals as listed on pages 42 to 44. Please note Access, CommBiz and NetBank Service Fees apply and are excluded from the unlimited electronic transactions.

Customers also receive 30 Quick Deposit, cheque and assisted transactions each calendar month. At the end of each month the Bank will rank these transactions in the following order:

1. Quick Deposits - cash and cheque deposits.
2. Cheque transactions.
3. Assisted transactions.

Refer to the tables on pages 42 to 44 for details of the charges that apply for 31 of these transactions or more.

#### **Premium Business Cheque Account**

Customers with a Premium Business Cheque Account receive unlimited electronic transactions and Commonwealth Bank ATM cash withdrawals free from transaction fees each calendar month (Access, CommBiz and NetBank Service Fees apply).

Most customers with a Premium Business Cheque Account are entitled to unlimited free electronic transactions and Commonwealth Bank ATM cash withdrawals with the exception of wholesale relationship managed customers who may be notified by the Bank at any time that their account is subject to transaction fees on electronic transactions and Commonwealth Bank ATM cash withdrawals as listed on pages 42 to 44. Please note Access, CommBiz and NetBank Service Fees apply and are excluded from the unlimited electronic transactions.

At the end of each month the Bank will rank the number of transactions on your Premium Business Cheque Account in the following order:

1. Commonwealth Bank ATM cash withdrawals in Australia.
2. Electronic transactions.
3. Quick Deposits – cash and cheque deposits.
4. Cheque transactions.
5. Assisted transactions.

## Part 3: Fees

### Statutory Trust Account

Fees and charges are not charged to the Statutory Trust Account but are charged to your nominated or other transaction account. If you have a Statutory Trust Account you must maintain and nominate a valid transaction account with us for the redirection of any applicable fees and charges. Where you do not provide us with a transaction account we will select a valid account owned by you and debit the applicable fees and charges to that account.

### Fees that may apply for different transactions

Any transaction fees that accrue in a calendar month will be calculated at the end of each month and charged to your account on the first business day of the following month

| Fee type*  | Business Transaction Account | Premium Business Cheque Account | Society Account | Standard Business Cheque Account – interest bearing option and non-interest bearing option | Statutory Trust Account |
|--|------------------------------|---------------------------------|-----------------|--|-------------------------|
| Electronic transactions<br>These include:  |                              |                                 |                 |  |                         |
| <ul style="list-style-type: none"> <li>• Deposits or transfers from your account made at a Commonwealth Bank Automatic Teller Machine (ATM) in Australia;</li> <li>• Cash withdrawals or purchases made by EFTPOS in Australia;</li> <li>• Direct entry debits or periodical payments;</li> <li>• Transfers or bill payments made through automated Telephone Banking, NetBank (excluding NetBank Service Fees); and CommBank app; and</li> <li>• Electronic credits to your account.</li> </ul> | Nil                          | Nil                             | \$0.25 each     | \$0.20 each  | \$0.20 each             |
|  | Nil                          | Nil                             | Nil             | \$0.20 each  | \$0.20 each             |

## Part 3: Fees

| Fee type*   | Business Transaction Account | Premium Business Cheque Account | Society Account | Standard Business Cheque Account – interest bearing option and non-interest bearing option | Statutory Trust Account |
|---|------------------------------|---------------------------------|-----------------|--|-------------------------|
| Cash withdrawals or purchases made via EFTPOS in Australia or utilising the 'credit' option with your Business Debit MasterCard.  | Nil                          | Nil                             | \$0.25 each     | \$0.20 each  | –                       |
| Commonwealth Bank ATM cash withdrawals in Australia.  | Nil                          | Nil                             | \$0.25 each     | \$0.55 each  | –                       |
| Quick Deposits  |                              |                                 |                 |  |                         |
| Deposits made via the Quick Deposit Box or QuickCash envelope banking.  | \$0.20 each                  | \$0.20 each                     | Nil             | \$0.20 each  | \$0.20 each             |
| Cheque transactions   |                              |                                 |                 |  |                         |
| <ul style="list-style-type: none"> <li>Cheques written by you and negotiated through the clearing system;</li> <li>Cheques deposited to your account (including cheques deposited via Quick Deposits or QuickCash envelope banking).</li> </ul> | \$0.70 each                  | \$0.70 each                     | \$0.70 each     | \$0.70 each  | \$0.55 each             |
| Assisted transactions.  |                              |                                 |                 |  |                         |
| Deposits made over the counter at a Commonwealth Bank branch, Australia Post office or private agency (including EFTPOB/Bank@Post).   | \$1.10 each                  | \$1.10 each                     | Nil             | \$1.10 each  | \$0.95 each             |



## Part 3: Fees

| Fee type*  | Business Transaction Account   | Premium Business Cheque Account | Society Account | Standard Business Cheque Account – interest bearing option and non-interest bearing option | Statutory Trust Account |
|--|--|---------------------------------|-----------------|--|-------------------------|
| Withdrawals made over the counter at a Commonwealth Bank branch, Australia Post office or private agency (including EFTPOB/Bank@Post). | \$1.10 each  | \$1.10 each                     | \$1.10 each     | \$1.10 each  | \$0.95 each             |
| Cheques drawn on your account and cashed over-the-counter at any Commonwealth Bank branch.   | \$1.10 each  | \$1.10 each                     | \$1.10 each     | \$1.10 each  | –                       |
| Withdrawals or transfers made via Telephone Banking using an operator.   | \$1.10 each  | \$1.10 each                     | \$1.10 each     | \$1.10 each  | –                       |
| Non-chargeable transactions (transactions which do not attract transaction fees).  | Non-chargeable transactions include: <ul style="list-style-type: none"> <li>• debits for Bank and Government charges;</li> <li>• daily merchant reconciliations from Commonwealth Bank EFTPOS facility;</li> <li>• BPAY summary credits; and</li> <li>• Bank initiated transactions</li> </ul> |                                 |                 |  |                         |

\* These transaction fees are not applicable to the Business Online Saver.

Any transaction fees that accrue in a calendar month will be calculated at the end of each month and charged to your account on the first day of the following month.

The monthly account fee payable for partial months is calculated pro-rata on a daily basis. If you switch price options within the same product the next monthly account fee payable will be the total of the pro-rata monthly account fee payable for each option. If you switch products or price options, withdrawal fees for the partial month apply if you have already exceeded the number of free withdrawals applicable to the product/option you are switching from. If you switch from a price option that includes unlimited withdrawals to a price option within the same product that does not include unlimited withdrawals, the withdrawal fee exemption or concession that previously applied is cancelled immediately and withdrawals fees may apply for any withdrawals made during the current month.

## Part 3: Fees

### 3.3 Access fees

| Overseas transactions  |   |
|--|---|
| Withdrawals through ASB Bank ATMs in New Zealand, Commonwealth Bank ATMs in Indonesia and Commonwealth Bank ATMs in Vietnam.   | AUD \$2.00 The fee is charged to the account at the time of the withdrawal.   |
| Withdrawals or purchases through the Maestro and Cirrus, MasterCard or Visa Plus networks of electronic terminals overseas (or any purchase using your Business Debit MasterCard overseas or that involves currency conversion). | <b>Maestro (EFTPOS) or Debit MasterCard purchase transaction in foreign currency:</b><br>3.00% of the transaction value.<br><b>Maestro (EFTPOS) or Debit MasterCard purchase in Australian dollars:</b><br>3.00% of the transaction value.<br>(Effective on and from 30 September 2015)<br><b>Cirrus, MasterCard or Visa Plus ATM cash Withdrawal in foreign currency:</b><br>AUD \$5.00 plus 3.00% of the transaction value. |

This fee is charged for each withdrawal you make through ATMs and Maestro, Cirrus, MasterCard or Visa Plus networks mentioned above. No fee rebates, exemptions or concessions apply to Access Fees. No fee is charged for any transaction that fails, either as a result of customer or network error.

**Note:** The Bank does not charge Access Fees on withdrawals or account balance enquiries on transaction and savings accounts through non-Commonwealth Bank ATMs in Australia. However, ATM owner's may charge a fee, which will be disclosed at the time of the transaction. If you proceed with the transaction, the ATM owner's fee will be debited to your account (in addition to the withdrawal amount, if applicable). You should check the ATM owner's fees that apply carefully before completing transactions at non-Commonwealth Bank ATMs in Australia.

#### For Foreign Currency Transactions:

Visa International (Visa) converts purchases and withdrawals in foreign currencies into Australian dollar equivalents at the rates set by Visa on the day Visa processes the purchases or withdrawals.

MasterCard International Incorporated (MasterCard) converts purchases and withdrawals in United States dollars into Australian dollar equivalents, and converts purchases and withdrawals in other foreign currencies into United States dollar equivalents and then into Australian dollar equivalents, at the rates set by MasterCard on the day MasterCard processes the purchases or withdrawals.

Withdrawals made at the ATMs of ASB Bank in New Zealand and Commonwealth Bank in Vietnam are converted by the Commonwealth Bank into Australian dollar equivalents at a rate set by us on the day the transaction is processed. Withdrawals made at the ATMs of the Commonwealth Bank in Indonesia are converted into Australian dollar equivalents by the Commonwealth Bank in Indonesia at a rate set by them on the day the transaction is processed.

## Part 3: Fees

### 3.4 Cash Handling Fee\*

The Cash Handling Fee does not apply to Society Accounts or to deposits made via QuickCash envelopes.

#### Coin Transactions

This fee will be charged on the total value of the coin component of all deposit and withdrawal transactions made through tellers and QuickCoin Deposit Centres (where available) in Commonwealth Bank branches where the total value of coin exceeds \$1,000 per day. Cash Handling Fees for coins are debited on the day the transactions are processed.

##### Example 1

Total value of coin included in all deposit/withdrawal transactions performed in one day = \$2,000.00

Cash Handling Fee is calculated at 1%. Fee charged = \$20.00

##### Example 2

Total value of coin included in all deposit/withdrawal transactions performed in one day = \$900.00

As the total value of coin is less than \$1,000, Cash Handling Fee is not applicable. Fee charged = \$0

#### Note Transactions

This fee is charged on the total value of the note component of all deposit and withdrawal transactions made through tellers in Commonwealth Bank branches where the total value of notes exceeds \$50,000 per day. Cash Handling Fees for notes are debited on the day the transactions are processed.

##### Example 1

Total value of notes included in all deposit/withdrawal transactions performed in one day = \$56,000.00

Cash Handling Fee is calculated at 0.25%. Fee charged = \$140.00

##### Example 2

Total value of notes included in all deposit/withdrawal transactions performed in one day = \$40,000.00

As the total value of notes is less than \$50,000, Cash Handling Fee is not applicable. Fee charged = \$0

\* For Standard Business Cheque Account - Non-interest Bearing, any unused portion of the Transaction Fee Rebate will be applied to reduce the Cash Handling Fee.

### 3.5 Overdrawing Approval Fee

You will only be liable for one overdrawing approval fee per account, per day, irrespective of the number of transactions we honour on that day.

\$10.00

This fee is charged when the Bank honours a transaction(s) made or authorised by you which results in the account overdrawing or exceeding the agreed overdraft limit established for the account.

## Part 3: Fees

### 3.6 Loan Service Fee

A Loan Service Fee<sup>1</sup> applies to the accounts listed below that are overdrawn without prior arrangement. The fee is calculated and charged on the peak debit balance recorded within the charging period.

| Peak debt                  | Business Transaction Account   | Premium Business Cheque Account   | Standard Business Cheque Account – interest bearing option and non interest bearing option  |  |
|----------------------------|--|---|---|--|
|                            | Quarterly charging period <sup>2</sup>   | Monthly charging period <sup>3</sup>  | Monthly charging period <sup>3</sup>  | Quarterly charging period <sup>2</sup>   |
| Up to \$100.99             | Nil  | Nil   | Nil   | Nil  |
| \$101.00 – \$500.99        | Nil  | Nil   | \$3.00  | \$9.00   |
| \$501.00 – \$1,000.99      | \$15.00  | \$5.00  | \$5.00  | \$15.00  |
| \$1,001.00 – \$5,000.99    | \$25.00  | \$9.00  | \$9.00  | \$25.00  |
| \$5,001.00 – \$10,000.99   | \$35.00  | \$12.00   | \$12.00   | \$35.00  |
| \$10,001.00 – \$20,000.99  | \$45.00  | \$15.00   | \$15.00   | \$45.00  |
| \$20,001.00 – \$50,000.99  | \$55.00  | \$19.00   | \$19.00   | \$55.00  |
| \$50,001.00 – \$100,000.99 | \$70.00  | \$24.00   | \$24.00   | \$70.00  |
| \$100,001.00 and above     | \$78.00 plus \$18.00 per additional peak debt of \$100,000.00 or part thereof, up to \$1,000,000.00 then \$48.00 per \$500,000.00 or part thereof. | \$26.00 plus \$6.00 per additional peak debt of \$100,000.00 or part thereof, up to \$1,000,000.00 then \$16.00 per \$500,000.00 or part thereof. | \$26.00 plus \$6.00 per additional peak debt of \$100,000.00 or part thereof, up to \$1,000,000.00 then \$16.00 per \$500,000.00 or part thereof. | \$78.00 plus \$18.00 per additional peak debt of \$100,000.00 or part thereof, up to \$1,000,000.00 then \$48.00 per \$500,000.00 or part thereof. |

1. This fee will appear as either LOAN SERVICE FEE or OVERDRAWN A/C FEE on statements.

2. The fee is charged on the first day in March, June, September and December.

3. The fee will be charged to accounts on the first day of the following month.

### 3.7 Fees for common banking services

We charge you certain fees and charges for common banking services. We debit your account on the day we provide the service.

For the latest fee information and fees for other common banking services, refer to our Common Banking Services Standard Fees and Charges. You can get a copy from our website, calling us or visiting any branch.

## Part 3: Fees

| Type of service  | Amount   |
|--|--|
| <b>Certificates supplied by the Bank</b>   |  |
| Certificate of balance/interest received.  | \$15.00 per certificate  |
| For Bill Holdings, Deeds and documents held, goods shipped or comprehensive certificates supplied for audit.   | \$60.00 per hour   |
| <b>Cashed Cheques</b>  |  |
| Cheques drawn on other banks where telephone reference to the paying bank is required.   | \$6.00 plus cost of phone call                                   |
| <b>Dishonoured cheques and debits</b>  |  |
| Items drawn on your account and dishonoured.   | \$5.00   |
| <b>Periodical payments or transfers</b>  |  |
| Per payment or transfer plus transfer fee, bank cheque fee, and postage as applicable.   | \$1.80   |
| <b>QuickCash Banking</b>   |  |
| QuickCash envelopes.   | \$45.00 per 25   |
| <b>Special Clearance of Cheques/Bills</b>  |  |
| Per item   | \$15.00  |
| Where our staff (or courier) need to visit the other financial institution to clear a cheque/bill (minimum \$30.00 plus out-of-pocket expenses)      | \$60.00 per hour   |
| <b>Statements of account</b>   |  |
| Issue of recent statement/transaction list.  | \$2.50   |
| <b>Stop Payment notice</b>   |  |
| When you ask us to stop payment on a cheque you have written.  | \$15.00 per request <sup>1</sup>                                 |
| <b>Manual Transfers/Deposits (where the bank is performing the transaction on behalf of the customer)</b>  |  |
| Where our customer is making a payment to another bank in branch   | \$3.50   |
| Where non-customer is making the payment.  | \$10.00 (plus \$2.00 per \$100.00 cash plus 50c for each cheque) |
| Where our customer is making a transfer less than \$2,000.   | \$10.00  |
| Where our customer is making a transfer greater than \$2000  | \$30   |
| <b>Vouchers</b>  |  |
| Payable if you ask us to retrieve a voucher (i.e. paid cheques, deposit/withdrawal slips, duplicate butt) that records a transaction on the Account. |  |
| Voucher request.   | \$4.00 per voucher (minimum charge \$12.00)                      |

## Part 3: Fees

| Type of service           | Amount                                      |
|---------------------------|---|
| Numerous voucher request. | \$60.00 per hour spent to retrieve vouchers |

1. A request is defined as a cheque or a range of cheques with consecutive serial numbers on the same account, requiring payment to be stopped, at the same time.

### 3.8 NetBank Service Fees

The fees below may apply to your use of NetBank or CommBank app. These fees may be charged in addition to any other applicable fee(s) described in this brochure.

| Name of fee and description  | Amount             | When fee is charged to account   |
|--|--------------------|--|
| <b>Third party payments within a transfer group</b>  |                    |  |
| Third party payments are free except for each third party payment within a transfer group in excess of 3 per calendar month.<br>A transfer group is a pre-defined batch of payees, which enables more than one payment to be made with a single debit transaction to your account. A typical use would be for payroll. A transfer group can contain both third party and linked accounts. You will only be charged for the third party payments within a transfer group. | \$0.50 each        | The fee is charged when each additional third party payment within a transfer group is processed and will be debited to the account from which the third party payment is made, unless fees cannot be charged to that account or you nominate a fee account. |
| <b>International Money Transfers (IMT)</b>   |                    |  |
| IMT Fee.   | Up to \$22.00 each | The fee is charged when each transfer is processed and will be debited to the account from which the transfer is made.   |
| IMT advice of fate (trace) fee. <sup>1</sup>   | \$25.00 each       | The fee is charged when each trace request is received and will be debited to the account from which the transfer was made.  |
| Cancellation and return of cover fee. <sup>1,2</sup>   | \$25.00 each       | The fee is charged if you request to cancel an IMT where it has already been submitted, but has not yet been transferred to the beneficiary. This fee will be debited to the account from which the transfer was made.                                       |
| <b>File imports</b>  |                    |  |

## Part 3: Fees

| Name of fee and description  | Amount   | When fee is charged to account   |
|--|--|--|
| A fee is charged each time you import payments into NetBank from a file (such as MYOB).  | \$2.50 per import  | The fee is charged when the file is imported and will be debited to an account nominated by you.   |
| <b>Dishonour Fee</b>   |  |  |
| If there are insufficient available funds to make a Scheduled Payment.   | \$5.00 per payment   | The fee is charged to the account if we are unable to debit the account after 5 attempts. <sup>3</sup>   |
| <b>Trace Fee</b>   |  |  |
| If you request confirmation that a third party payment was received at the destination account.  | \$25.00 per transaction  | The fee is charged when you request the Bank to initiate the trace.  |
| <b>Recovery Fee</b>  |  |  |
| If you request the Bank to attempt a recovery of a third party payment. Charged in addition to the trace fee. Note, recoveries are performed on a best endeavours basis and the fee is levied whether recovery is successful or not. | \$25.00 per transaction  | The fee is charged when you request the Bank to attempt recovery.  |
| <b>Rejected Transaction Fee</b>  |  |  |
| A fee is charged for each payment transaction(s) that is rejected due to invalid destination account details.  | \$2.50 per transaction   | The fee is charged when the payment is rejected and will be debited to the account from which the payment is made or a nominated account for fees and charges. |
| <b>Stop Cheque Fee</b>   |  |  |
| When you ask us via NetBank to stop payment on a cheque you have written.  | \$15.00 per request <sup>4</sup>   | The fee is charged to the account when you request the Bank to stop payment.   |
| <b>Replacement NetCode Token Fee</b>   |  |  |
| When you tell us your NetCode Token has been lost, stolen or broken.   | The first replacement of token is free. If you required more than one replacement token within any 12 month period from the date you registered your first token a charge of \$25 per token applies. | The fee is charged when you request a replacement NetCode Token.   |

## Part 3: Fees

1. Messages sent to certain countries can require several follow-ups which are charged at \$10.00 per follow-up message sent.
2. This is a request only and is dependent on the overseas bank obtaining the relevant debit authority to be able to return funds. If funds are returned in foreign currency they will be converted on the next business day using the telegraphic transfer buy rate.
3. NetBank will make the first attempt on the day on which your schedule is due; however further attempts will be made by NetBank on subsequent business days.
4. A request is defined as a cheque or range of cheques with consecutive serial numbers on the same account, requiring payment to be stopped at the same time.

### **Business Plan**

Customers may choose the NetBank Business Plan and pay a flat fee of \$8.00 per month which includes:

- unlimited third party payments within a transfer group (see page 49 for the transfer group definition)
- unlimited file imports; and
- unlimited additional logins.

If you chose the NetBank Business Plan the fee will be charged monthly in arrears on the same day that you first registered for NetBank and will be debited to an account nominated by you (if you don't nominate an account, the fee will be charged to an account selected by the Bank). Standard withdrawal fees may also apply. The Business Plan applies only to the nominated NetBank Client Number (and associated additional logins).

### **Government charges**

Any Government taxes, duties and charges that accrue in a calendar month will be charged to your account on the first day of the following month.

Stamp Duty of \$0.20 is payable on cheques in Norfolk Island.

If we use an example to show what a key word means, then that meaning is not limited to that one example or similar examples.

Also, when we refer to a word in the singular it includes the plural and vice versa.

### **Access method**

A method we make available to users to give us instructions to debit or credit an account.

An access method involves using devices, identifiers and codes or a combination of these to process a transaction. It does not include comparing a manual signature with a written sample to authenticate a user's authority to give the instruction.

### **Account access service**

A service for the purposes of which either or both of the following apply:

- a) the user must provide one or more codes to a service provider to enable the service provider or another person to access accounts at an account institution on the user's behalf; or
- b) the user must record or store one or more codes in a manner required by the service provider to facilitate the user, the service provider or another person acting on your behalf to access an account at an account institution using that code or codes (for example, if we [acting as a service provider] provide the user with a software wallet to store codes and the wallet is used by the user or us to access an EFT account).



## Part 4: Meaning of words

### **Authorisation**

The process used by some merchants to confirm your account has sufficient funds available for a transaction.

### **BPAY Biller**

An organisation which sends you bills that you can pay through BPAY.

### **BPAY Payment**

A payment you make to a BPAY Biller through BPAY.

### **BPAY**

The electronic payment facility you use to instruct us to make payments (BPAY Payments) on your behalf to participating organisations (Billers).

### **BPAY View**

A facility you can use through NetBank to receive and/or access bill summaries and statements electronically from participating Billers you nominate. BPAY and BPAY View are registered trademarks of BPAY Pty Ltd ABN 69 079 137 518.

### **Business day**

A work day in the relevant location – that is not a:

- Saturday or Sunday, or
- public holiday, special holiday or bank holiday.

### **Client Number**

The number we give you which, together with your password, lets you access your account through NetBank. You should not disclose your client number to anyone. The Bank refers to it as a 'code'.

### **Code**

Information (e.g. PIN, password or answers to Personalised Identification Questions) that we intend for only the user and us to know. The user must enter this code to or through a device or electronic equipment to access an account.

### **CommBank app**

Means an app for compatible iOS, Android and Windows Phone 8 mobile phones and/or tablet devices that we make available to Commonwealth Bank customers registered for NetBank with NetCode SMS.

### **Contactless payment**

A way to pay for a purchase by tapping your card or device on a PayPass, Paywave or similar terminal, with no need to use a PIN or signature.

### **Debit MasterCard**

Includes purchases made via PayPass using a device attached to a mobile phone.

### **Device**

A physical device (e.g. a card) you use with electronic equipment to access an account.

## Part 4: Meaning of words

### **e-banking**

A range of banking services where you use electronic equipment to process a transaction including: Telephone Banking; NetBank, CommBank app, CommBiz or Internet Banking; ATMs; Business Debit MasterCard; Keycards; BPAY and BPAY View; EFTPOS; Maestro/Cirrus; MasterCard; Visa Plus; and Automated Funds Transfers (AFTs).

### **ePayments Code**

The current ePayments Code administered by the Australian Securities and Investments Commission

### **Electronic Equipment**

Includes electronic terminal, computer, tablet device, television and mobile phone.

### **EFT Transaction**

A funds transfer either from or to an account and which is initiated by the giving of an instruction through electronic equipment using any access method.

### **Eligible Organisations**

Eligible Organisations include:

- Government and non Government Schools
- School-related bodies, e.g. parents and friends (citizens) organisations, school canteens, school staff accounts and cadet units
- other educational institutions, e.g. university/TAFE
- pre-school children groups
- churches and other religious institutions
- hospitals and nursing homes
- community services organisations such as: Boys' Brigade and Scout Groups, Girl Guides Groups
- community organisations such as: Apex, Country Women's Association (CWA), Land Care groups, local Surf Life Saving associations, local community marching bands, Lions Clubs, Masonic lodges, Neighbourhood Watch and Safety Houses, Probus Clubs, Rotary, Toastmasters, local State Emergency Services, fire brigades and emergency services and community halls and art councils
- welfare and charity organisations such as: Legacy and other veterans' support groups, Red Cross, Salvation Army, St Vincent de Paul, and Aboriginal support groups
- organisations supporting deaf, blind or other disability groups
- organisations supporting people with a drug or alcohol dependency
- organisations researching health problems or supporting people with diseases and illnesses
- amateur sporting, bushwalking and pony clubs that do not have a liquor or poker machine licence.

This is not a comprehensive list of Eligible Organisations – for more information regarding these criteria ask at any branch or call us on **13 1998**.

## Part 4: Meaning of words

### **Exclusions to Eligible Organisations**

Eligible Organisations do not include organisations and associations that in the Bank's opinion do not fall within the categories listed above, including bodies corporate or strata plan accounts, political parties or branches, lobby groups, social clubs, school reunion groups, unions, employers groups, tennis or squash court businesses or bodies that have a liquor or poker machine licence.

### **MasterCard Scheme Rules**

MasterCard International Incorporated's debit card rules which apply to all transactions you process with your Business Debit MasterCard using the 'credit' option.

### **Mistaken Payment or MIP**

A payment made to an account on or after 20 March 2013 because the payer, using a pay anyone internet banking facility, has entered or selected an incorrect Bank/State/Branch (BSB) number, account number or other identifier that does not belong to the intended recipient.

### **Mobile phone**

A mobile telephone or other compact telecommunications device you use to perform banking transactions.

### **NetCode**

A random number that is generated when you use a NetCode Token or NetCode SMS.

### **NetCode SMS**

A Bank-generated NetCode we send to your mobile phone to facilitate Two Factor Authentication or Secure Internet Shopping. A NetCode may be sent via an alert or other push notification service instead of SMS if you have installed and registered the CommBank app on a compatible iOS or Android device with notifications enabled and associated with your mobile number.

### **NetCode Token**

A Device you use to generate a NetCode to facilitate Two Factor Authentication or Secure Internet Shopping.

### **Our**

Belonging to the Commonwealth Bank of Australia ABN 48 123 123 124.

### **Personalised Identification Questions**

When you perform certain transactions or use certain functions in NetBank, we may ask you pre-arranged security questions. If you don't give us the correct answers, then we won't let you process the transaction or use the function.

### **PayPass™**

A way to pay for a purchase by tapping your Business Debit MasterCard on a special PayPass reader. If your purchase is \$100.00 or under, there is no need to sign a receipt or enter a PIN.

### **PayTag**

The PayPass-capable NFC sticker that can be ordered through the CommBank app to enable Tap & Pay functionality.

## Part 4: Meaning of words

### **PIN**

Your Personal Identification Number.

### **Primary Account**

Refers to the hierarchy of accounts that are accessed through a single Keycard, Business Debit MasterCard or credit card. Where only one account is linked to the card, this account will be the primary account. Where more than one account is linked to the card the primary account is the main account, generally the most frequently used account.

### **Proscribed person**

A person who appears to us either:

- to be a proscribed person or entity under the *Charter of the United Nations Act 1945* (Cth);
- to be in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism;
- to appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or
- act on behalf, or for the benefit of, a person listed in subclauses (a) – (c).

### **Schedule (NetBank only)**

A request you make to process a payment or transfer of funds at a future date.

### **Secure Internet Shopping**

The method by which internet purchases using your Business Debit MasterCard with merchants who take part in MasterCard SecureCode are authenticated by requiring users to enter a NetCode or a password.

### **Statement period**

Each period for which we prepare an account statement if:

- you kept to these terms and conditions, or
- there was a transaction on your account (other than our writing off an amount you owed us) since the date we last drew up a statement.

### **Statutory Trust Account**

A trust account opened by a solicitor, real estate agent, conveyancer or business agent and which is subject to state or territory legislation under which interest earned is paid to the relevant state or territory body or authority.

### **Tablet device**

A personal mobile computer used to perform banking transactions.

### **Tap & Pay**

Means contactless payments functionality that users of our CommBank app can set up directly on a supported device or by using a PayTag by which they can make payments by tapping their phone at a Paypass, Paywave or similar terminal.

### **Transfer**

When you instruct us to transfer funds to any of your Commonwealth Bank accounts, your

## Part 4: Meaning of words

Commonwealth Bank Traveller's Cash card, or other financial institution transaction accounts (excluding Home Loans, Personal Loans and credit cards).

### Two Factor Authentication

When you use your NetCode with your existing Client Number and password to authenticate you as a user.

### User

You and any person you've authorised to perform e-banking transactions on your account.

### We, us and the Bank

Commonwealth Bank of Australia ABN 48 123 123 124.

### You and your

The account holder.

If you need any help or advice using your business transaction and savings account, please use the following contacts.

#### Visit one of our branches

Monday to Thursday – 9.30 am to 4 pm.

Friday – 9.30 am to 5 pm.

Some branches open past these standard hours and on weekends. For details, visit our website.

#### Call us - within Australia

**13 2221** – 24 hours a day, 7 days a week

#### Call us – from overseas

**+61 13 2221**

#### Visit our website

**commbank.com.au**

#### Access Telephone Banking for hearing or speech impaired customers

Contact us using the National Relay Service (24 hours a day, 7 days a week):

- TTY users phone **133 677** then ask for **13 2221**;
- Speak and Listen (speech-to-speech relay) users phone **1300 555 727** then ask for **13 2221**;

#### Make a complaint to Group Customer Relations, or request access to your personal information

Write or fax your letter to:

- Group Customer Relations  
Commonwealth Bank of Australia  
Reply Paid 41 Sydney NSW 2001  
(fax: **1800 028 542**);
- Freecall<sup>1</sup> **1800 805 605**; or
- Submit your feedback online at our website: **commbank.com.au/contactus/comment.asp**

## Part 5: Help and advice

### Contact the Ombudsman

Write or fax your letter to:

- Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001  
(fax: **03 9613 6399**);
- Call **1300 78 08 08**; or visit the website: **fos.org.au**

1 If you call from a mobile phone, the call is not free and will be charged at the applicable mobile rate.

