

Foreign Currency Accounts.

Terms and Conditions.

15th October 2018

This brochure sets out the terms and conditions that apply to any of the following products you may have:

- **Foreign Currency Account**
- **Business Foreign Currency Account**

If you have any questions about terms and conditions or fees and charges, ask our staff or call us on **13 2221**, 6am - 10pm.



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How these terms and conditions apply to you

These terms and conditions, and any amendments we notify you of, apply to any of the products identified on the front cover which you may have from time to time.

We may also provide you with new or updated copies when you open a new product, and you can get a copy by visiting our website, speaking with your relationship manager, calling us or by asking at any one of our branches.

Welcome

Thank you

Congratulations on taking up a Commonwealth Bank Foreign Currency Account. We'd like to thank you for choosing Commonwealth Bank.

Who is this brochure for?

This brochure is for customers who take up a Foreign Currency Account or a Business Foreign Currency Account (each an FCA). It's extremely important that you read and understand this brochure so that you understand your obligations to us and our obligations to you.

How to use this 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 Foreign Currency 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 Foreign Currency Account.

Part 3 – Fees and charges

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 – Where to get help

We provide contact details should you have further questions.

Part 1: Using your account

1.1 Opening an FCA

In order to open an FCA you must:

- have an eligible AUD account with the Bank;
- be 18 years of age or older;

Business Foreign Currency Accounts can only be opened for business purposes.

1.2 Account Operating Authority

When you open an FCA 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.

1.2.1 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:

- overdraw to any extent we allow;
- withdraw moneys in any manner;
- 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;
- 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.

1.2.2 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.

1.2.3 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.

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.

1.3 Conducting a Foreign Currency 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 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).

1.4 Making deposits

1.4.1 Ways to make a deposit

You can deposit funds:

- at certain Bank branches¹;
- by transferring funds electronically through NetBank, CommBank App or CommBiz (including CommBiz Mobile).

1.4.2 Cross Currency Deposits

Deposits in a currency other than the currency of your Foreign Currency Account are converted using the Bank's then current exchange rate for the type of transaction on the day the Bank processes the deposit.

1.4.3 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
- you will owe us a debt of that amount (refer to clause 2.4).

1.5 Making withdrawals

You can withdraw from your FCA using the following methods:

- in person at certain Bank branches¹
 - International Money Transfer (either in the currency which the FCA is held or AUD)
 - Foreign currency notes in the currency which the FCA is held¹
 - International Bank Draft in the currency which the FCA is held
 - Transfer to another CBA account (either in the currency which the FCA is held or AUD)
- by transferring funds electronically using NetBank, CommBank App or CommBiz (including CommBiz Mobile).

¹ A number of branches of the Bank do not hold foreign currency notes or are unable to deposit foreign currency notes into your FCA. It is recommended that you contact your intended branch to discuss whether you are able to withdraw or deposit foreign currency notes in relation to your FCA.

Withdrawals are to be made in the currency in which the FCA is held. Should you wish to exchange your funds for AUD or another foreign currency or make payment to a third party in AUD or another foreign currency, you can request that the Bank convert the foreign currency at the prevailing exchange rate on the day. The Bank will only convert the foreign currency into any other freely convertible currency (refer to clause 2.2).

1.6 Does your account earn interest?

If your account has a credit balance, we may pay interest. Some foreign currencies have very low or negative interest rates. If you hold an account in one of these currencies and you are a wholesale client you may incur a credit deposit fee (please refer to clause 1.6.4). You agree to check our website (or your NetBank or CommBiz service) regularly for updates to interest rates and fees. The amount and type we pay depends on the foreign currency of the account and may subsequently fluctuate from day to day. Interest rates where applied to an FCA are determined at the Bank's discretion by reference to the relevant foreign currency interest rate in foreign currency markets.

Interest rates in some wholesale foreign currency markets may be lower or higher than those prevailing in Australia and the rate payable will reflect this. Details of current foreign currency interest rates including the foreign currencies on which the Bank currently pays interest and (if applicable) balances above which interest is payable are available on our website, or upon request through your relationship manager or from any of our branches.

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

1.6.1 Your Tax File Number (TFN)

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

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

1.6.2 How are interest rates determined?

The foreign currency interest rate is determined by the Bank daily having regard to the following factors:

- the currency of the account;
- the day count convention for the currency of the account;
- interest rates in wholesale foreign currency markets;
- an allowance for the Bank's business costs, both fixed and variable;
- account balances;
- any risks associated with the product;
- the Bank's profit margin; and
- if you hold a Business Foreign Currency Account with an overdraft or the FCA participates in an Intra Day Credit Accommodation facility or Group Limit Facility, the Bank's credit assessment of you will also affect the margin. In this case, a separate document outlining your obligations will be provided on approval of the specific facility.

The interest rates may vary from time to time due to changed market conditions, the relative liquidity of the foreign currency held, and the timing of the transaction.

1.6.3 Payment of interest and interest rate tiers

Interest rates applicable (as determined by the Bank) on foreign currency credit balances may be subject to a tiered interest rate structure according to the balance of the account. Any applicable interest tiers applying to foreign currency interest rates are available at commbank.com.au or by visiting your nearest branch. When the balance of the account reaches the next tier, the interest rate applied is the foreign currency market interest rate applicable for that tier. This interest rate is applied to the whole of the balance for the account for so long as it remains above that tier.

Interest is calculated on the daily balance of the account and is credited to the account on the first calendar day of each month or when the account is closed. The number of days on which interest is earned depends on the day count convention of the foreign currency (please refer to clause 2.2.1).

1.6.4 Credit Deposit Fee

A credit deposit fee will only be charged if you are a wholesale client. The currencies for which a credit deposit fee is payable, and the fee rates, are available on our website. The credit deposit fee is calculated on a percentage basis on the daily balance of the account and may be charged no earlier than the 15th calendar day of each month or when the account is closed.

1.7 Fee and interest redirection

You may direct the Bank to debit or credit fees and charges and interest payments to other accounts, in AUD or the same currency, that you hold with the Bank. If redirection of fees, charges and interest payments involves foreign exchange conversions then the Bank will apply its then current exchange rate for this type of transaction.

1.8 Using Internet Banking – NetBank/CommBiz

Access to and transactions on Foreign Currency accounts through NetBank and CommBiz are subject to separate terms and conditions and are not covered by this brochure.

For further details regarding our CommBiz service, refer to the CommBiz product information and Terms and Conditions available on our CommBiz website commbiz.com.au.

For further details regarding our NetBank service, refer to the NetBank information and Electronic Banking Terms and Conditions available on our website.

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 or CommBiz, go to 'Manage accounts' and select 'Order statements', or by calling us.

2.1.2 When we send account statements

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

Account	Statement Frequency (standard cycle)
Foreign Currency Account	Every 6 months
Business Foreign Currency Account	Every 3 months

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.

2.2 What currencies are available for an FCA?

We offer FCAs in a range of foreign currencies at the Bank's discretion and depending on whether you are a personal or business customer. Please refer to our website for a full list of available currencies. Enquiries as to the availability of FCAs in specific foreign currencies should be directed to your relationship manager or any branch of the Bank. The Bank has the right to cease to offer FCAs in any currency and to close accounts at any time (see clause 2.7.1 for more information).

2.2.1 Foreign currency day count conventions

The base annual number of days for interest and credit deposit fee calculation depends on the day count convention for the foreign currency in which the FCA is held.

Available currencies and their respective day count conventions can be found on our website.

2.3 Overdrafts (Business Foreign Currency Accounts only)

You may apply to establish:

- an Overdraft limit;
- an Intra Day Credit Accommodation facility;
- a Group Limit Facility; or
- a Group Deposit Facility.

Full terms and conditions of that facility are provided when you apply via your relationship manager.

2.4 Overdrawing your account

Your account is overdrawn when you spend more than you have – that is, the total of your withdrawal transactions exceeds your account balance and results in a debit or negative account balance. If you have an overdraft facility, then your account is overdrawn when your withdrawal transactions exceed your agreed overdraft limit.

We don't have to honour any withdrawal transaction which would cause you to overdraw your account. Depending on how we process that withdrawal transaction, we are entitled to charge you a fee and/or debit interest.

If we let you make withdrawal transactions which exceed your account balance or your agreed overdraft limit or a credit to your account is subsequently dishonoured, then we treat the debit balance as an advance to you and you must repay us that amount. Also:

- you must repay the advance, including interest and fees charged on your account as a result of that advance, immediately, unless we agree with you an arrangement for repayment (within no longer than 62 days); and
- if any payments are deposited into your account, then we apply them first to repay the advance and any interest charged.

2.5 Mistaken Internet Payments (MIP)

If we are reasonably satisfied that funds have been paid to your FCA due to a Mistaken Internet Payment (MIP) and there are sufficient credit funds in your FCA, we may debit your FCA with the amount of the MIP and return the funds to the payer or their financial institution. Where a claim of a MIP is made within 10 business days after the payment was made we may debit your FCA without giving notice to you. Where a claim of a MIP is made between 10 or more business days and 7 months after the payment was made we will notify you if we propose to debit your FCA 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. 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. MIP does not apply to international payments processed through the SWIFT network because MIP only applies to payments processed through the Bulk Electronic Clearing System (BECS).

2.6 When we are no longer able to help you

There are certain situations when we may:

- 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:

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

2.7 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;
- you have not provided the identification we asked for; or
- we believe that your account is being used in a fraudulent manner.

2.7.1 When we cease to offer accounts in a foreign currency or we are no longer able to help you

We reserve the right to cease to offer accounts in a foreign currency, for example because of market disruption to that currency, foreign government exchange controls or lack of liquidity. We will notify you if we intend to cease to offer a particular currency and give you the option to convert your account balance into another available currency or to close your account. If you do not respond within the time specified in our notice to you, or we have decided to close your account, we may close your account and convert the foreign currency into AUD at the prevailing exchange rate on the day. We will transfer this amount to your AUD account or issue a bank cheque.

2.8 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.

2.9 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 days' notice we give you	How we tell you
Introduce a new fee or charge.	30 days	In writing ¹
Change how we calculate interest or how often we debit or credit interest.		
Change the balance ranges within which interest rates apply.		
Introduce, remove or change the daily or periodical transaction limits that apply.		
Increase an existing fee or charge ² .	30 days	In writing ¹ or by advertising in the national or local media.
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 ³ .	By updating your interest rate displayed on NetBank or CommBiz or, if you do not have NetBank or CommBiz, by updating our website.
Change the interest rate or credit deposit fee.	No later than the day of change.	

2.10 Not happy with the change?

If you do not accept these changes, you may close your account with us without fee or charge subject to any:

- right we had (before the change) to combine any part of your account balance; or
- legal obligation we had (before the change) to pay any part of your account balance to a third party.

¹ If you receive electronic statements and notices, we may provide the notice by email 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 1 above.

³ No notice is given by us if the change has already been publicised by a Government, Government agency or representative body.

2.11 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.

2.11.1 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 us on **13 2221**, 6am - 10pm.

If you need further assistance after your initial enquiries, you can contact Group Customer Relations (refer to Part 5 of this brochure).

2.11.2 What we do when you make a complaint to us

- 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;
- within 21 days provide a response to a complaint which is subject to the ePayments Code, including an unauthorised EFT Transaction, or advise you of the need for more time to complete our investigations; and
- provide a final response within 45 days.
- Unless there are exceptional circumstances, we will complete our investigation of all complaints within 45 days of receipt of your complaint. If we are unable to provide a final response 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)¹; and
 - provide you with the FOS¹ contact details.

2.11.3 External dispute resolution

If you are not happy with the response we provide, you may refer your complaint to the Financial Ombudsman Service (FOS)¹. FOS¹ offers a free, independent dispute resolution service for the Australian banking, insurance and investment industries. For contact details, please refer to Part 5 of this brochure.

2.12 Customer information and privacy

2.12.1 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.

2.12.2 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**, 6am - 10pm.

¹ From 1 November 2018, the Australian Financial Complaints Authority ("AFCA") will replace the Financial Ombudsmen Service. We will provide details of the AFCA and how to contact them on our website commbank.com.au after the AFCA becomes operational later this year

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.

2.12.3 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 or in another country. See our Group Privacy Policy for more information.

2.12.4 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.

2.12.5 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.

2.12.6 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
- take such other action as is reasonably required, including, for example, closing your account.

As part of Australia's international obligations in relation to combating tax evasion, we may require you to provide additional information. Until you provide us with this information, we may prevent you from withdrawing any funds that you deposit.

For example, if you are the trustee of a trust, you need to tell us if the settlor or any beneficiary of the trust is a tax resident of a country other than Australia. If the settlor or any beneficiary is itself an entity, this requirement applies to all individuals who are an ultimate beneficial owner of that entity.

We may then require you to obtain (and/or provide on their behalf) each individual's name, address, date of birth and tax residency details.

Where you are a trustee, you do not have to give us this information in relation to the settlor if their identity is not known or, if they have no ongoing involvement with the trust and their tax residency is not known. In this case, you confirm that after reasonable enquiry, you have no reason to believe that the settlor is tax resident in a country outside Australia.

You must keep this information up to date, and notify us promptly of any change.

If you need to get in touch with us:

- From Australia call **1300 077 141** between 9 am – 5 pm, Monday – Friday (your local state time)
- From overseas call **+61 2 9283 6096** between 9 am – 8 pm, Monday – Friday (Sydney/ Melbourne Time). Call charges may apply.

2.13 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.

2.13.1 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 booklet, *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.

2.13.2 ePayments Code

The ePayments Code applies to domestic electronic transactions on Foreign Currency Accounts which are not established for business purposes. The ePayments Code does not apply to international transactions. We warrant that we comply with the ePayments Code when it applies.

2.13.3 Financial Claims Scheme

Deposits in an FCA are not covered by the Australian Government's Financial Claims Scheme (for further information see the Australian Prudential Regulation Authority's website at www.apra.gov.au).

2.14 Foreign Currency Accounts denominated in emerging currency

2.14.1 Business Foreign Currency Account denominated in Chinese Renminbi (CNY)

Business Foreign Currency Account denominated in Chinese Renminbi are subject to additional terms and conditions:

- All payments (including same currency transactions) require Foreign Exchange Dealer facilitation, unless it can be executed online through CommBiz Markets.
- Besides businesses, FCAs denominated in CNY can be opened for individuals strictly for business purposes.
- Payments from the FCA denominated in CNY to mainland China must include a CNAPS (China equivalent of BSB) code with payment instructions.
- Only payments relating to non-personal transactions can be made to or received from individuals in mainland China.
- Supporting documentation may be requested depending on the transaction type.
- The Chinese Government may apply further restrictions on amounts sent or received by China mainland recipients and eligibility of recipients to receive or send CNY.
- CommBank isn't liable for losses incurred from a returned payment in the form of bank fees or exchange rate movements.

Part 3: Fees and charges

3.1 Fees

	In branch	NetBank*	CommBiz
Transfers to or from linked accounts	FREE	FREE	FREE
Transfers to non-linked Commonwealth Bank accounts	FREE	AUD 6.00	AUD 13.20
International money transfers (IMTs) to non-Commonwealth Bank accounts	AUD 30.00	AUD 6.00	AUD 13.20
Deposits of foreign currency notes	1% of transaction amount (minimum \$10.00 per transaction)	Not applicable	Not applicable
Withdrawal of foreign currency notes	1% of transaction amount (minimum \$10.00 per transaction)	Not applicable	Not applicable

*Transactions greater than AUD 250,000 require a dealer-quoted FX rate and are not available in NetBank

Fees will be charged direct to the FCA but the account will be debited with the foreign currency amount converted from the AUD amounts listed; conversion will be at the Bank's then current exchange rate for the type of transaction on the day that the charge is made. Alternatively (with the exception of NetBank transfers), you can nominate an acceptable AUD account held by you in the same name with the Bank to which the fees can be debited.

There are services that are commonly used in conjunction with the FCA, like International Money Transfers, International Bank Drafts, the buying and selling of Foreign Currency Cheques or Notes and the negotiation or collection of Foreign Currency Cheques, that will incur a separate fee. These fees are set out in the Bank's "Standard Fees and Charges for International Payments and Travel Funds" and "Standard Fees and Charges for Common Banking Services" brochures which are available on our website; commbank.com.au. International Cash Management Services are available via our online channel, CommBiz. The fees for these services are set out in the CommBiz Terms and Conditions available at commbiz.com.au. You can also obtain a copy from your relationship manager or any branch of the Bank.

3.2 Government Charges

Government charges, where applicable, are charged to the account.

Part 4:

Meaning of words

AUD

Australian Dollars.

Business day

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

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

Day count convention

The base annual number of days for interest calculation for the foreign currency in which the account is held.

Exchange rate

An exchange rate is the expression of one currency in terms of another. For example, in the exchange rate AUD/USD0.6500, one Australian Dollar is equal to 65 United States Cents (AUD1.0000 = USD0.6500). Similarly in the exchange rate USD/JPY115.35, one United States Dollar is equal to 115.35 Japanese Yen (USD1.0000 = JPY115.35).

FCA

Foreign Currency Account or Business Foreign Currency Account.

Foreign currency(ies)

Any freely convertible currency other than Australian Dollars (AUD).

Freely convertible

A foreign currency that is not subject to exchange controls and is able to be exchanged by the Bank through its operations in foreign currency markets.

Mistaken Internet Payment (MIP)

A payment made to an account through the Bulk Electronic Clearing System (BECS) 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.

Proscribed persons

A person who appears to us either

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

We, us and the Bank

Commonwealth Bank of Australia
ABN 48 123 123 124.

Wholesale client

Has the meaning given in Chapter 7 of the Corporations Act 2001.

You and Your

The account holder.

Part 5: Where to get help

Visit our website

commbank.com.au

Call us – within Australia

13 2221 – 6am - 10pm. Some services are available 24/7, see commbank.com.au/contactus for details.

Call us – from overseas

+61 13 2221 or **+61 2 9999 3283**

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.

Access Telephone Banking for hearing or speech impaired customers

Contact us using the National Relay Service:

- 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;
- Internet relay users connect to the National Relay Service (via relayservice.com.au) and 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**);
- Freecall¹ **1800 805 605**; or Submit your feedback online at our website:
commbank.com.au/feedback
- Contact us through a third party, providing you give us written authority to deal with them about the complaint.

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

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**
- Visit the website: fos.org.au

From 1 November 2018, the Australian Financial Complaints Authority (“AFCA”) will replace the Financial Ombudsmen Service. We will provide details of the AFCA and how to contact them on our website commbank.com.au after the AFCA becomes operational later this year.

