



redicard conditions of use

effective 1 september 2011

bankmecu
responsible banking™

why choose bankmecu?

bankmecu offers a
different kind
of banking

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about these conditions of use

- 1.1 Use of any Redicard issued by **mecu** Limited ABN 21 087 651 607 AFSL/ACL 238431 trading as **bankmecu** to you or any Subsidiary Cardholder you nominate shall be subject to these Conditions of Use.
- 1.2 You acknowledge your acceptance of these Conditions of Use upon signing a Redicard application form or by using the Redicard issued to you to carry out an EFT Transaction. The Redicard can be used only in conjunction with your Access Account or any other account approved by **bankmecu**.
- 1.4 The operation of your Redicard Account is subject to the terms and conditions governing that account including any applicable overdraft or line of credit facility. In the event of any inconsistency between these Conditions of Use and the terms applicable to the Redicard Account these Conditions of Use shall prevail.
- 1.5 Where your Redicard Account is held jointly, each joint account holder is bound by these Conditions of Use jointly and severally irrespective of whether each has been issued with a Redicard.

interpretation

2. For the purposes of interpreting these Conditions of Use:
 - (a) 'Access Method' means a method which **bankmecu** allows you to use to instruct **bankmecu** to debit or credit an account through Electronic Equipment comprising the use of your Redicard and PIN;
 - (b) 'Cardholder' includes you and your Subsidiary Cardholders, if any;
 - (c) 'Day' means a 24 hour period commencing on midnight in Melbourne Eastern Standard Time or Eastern Summer Time, as the case may be;
 - (d) 'EFT' means electronic funds transfer;
 - (e) 'EFT Transaction' means any EFT Transfer intended to be initiated by an individual through Electronic Equipment by the use of a Redicard and PIN;
 - (f) 'EFT Transfer' means a transfer of value to or from an account whether or not the account has a debit or credit balance before or after the transfer of value;
 - (g) 'Electronic Equipment' includes electronic terminal, computer, television and telephone;
 - (h) 'Merchant' means a retailer or any other provider of goods or services;
 - (i) 'PIN' means a personal identification number issued to you or your Subsidiary Cardholder for use with a Redicard when giving an instruction through Electronic Equipment;
 - (j) 'Redicard' means the Redicard issued to you and any subsidiary card issued pursuant to clause 4;
 - (k) 'Redicard Account' means the Access Account or any other account approved by **bankmecu** which belongs to the Cardholder and which **bankmecu** permits the Cardholder to

access to initiate EFT Transactions.

- (l) 'Subsidiary Cardholder' means any person nominated by you to whom bankmecu has issued an additional Redicard;
- (m) 'Terminal' means any Automatic Teller Machines ('ATMs') and point of sale ('EFTPOS') Terminals of bankmecu or other selected financial institutions provided for use with a Redicard and PIN to conduct an EFT Transaction.

card and PIN security

- 3.1 It is important that each Cardholder safeguards the Redicard and takes precautions against unauthorised use of the Redicard and PIN. Specifically cardholders must:
 - (a) Sign the Redicard immediately upon receipt;
 - (b) Not tell anyone the PIN, not even bankmecu staff, joint account holders, Subsidiary Cardholders, family or friends;
 - (c) Not let anyone else use the Redicard;
 - (d) Take care to avoid letting anyone else see the PIN being entered; and
 - (e) Not leave your card unattended in circumstances where it is liable to be stolen, such as in your car, in your place of employment or in a public place.
- 3.2 Each Cardholder should memorise his or her PIN and then destroy any record of it. Even if cardholders do not feel confident about remembering the PIN, they must not:
 - (a) Record it on the Redicard; or
 - (b) Keep a record of the PIN with any article normally carried with the Redicard or liable to loss or theft simultaneously with the Redicard without making a reasonable attempt to disguise it in such a way that it cannot be ascertained or decoded by anyone else.
- 3.3 If you change the PIN, you must not select a PIN that represents your birth date or a recognisable part of your name. If you do use an obvious PIN such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to bankmecu that the PIN has been misused or has become known to someone else.

using the card outside Australia

- 4. NOTE: This clause will not apply to all Redicards. This clause will only apply where bankmecu has the Redicard PLUS facility in place to allow your Redicard to be used overseas.
 - (a) All transactions made overseas on the Redicard will be converted into Australian currency by VISA International, and calculated at a wholesale market rate selected by VISA from within a range of wholesale rates or the government-mandated rate, that is in effect one day prior to the Central Processing Date (that is, the date on which VISA processes the transaction).
 - (b) All transactions made overseas on the Redicard are subject to a conversion fee equal to 2% of the value of the transaction and payable to CUSCAL, the principal member of VISA International under which we can provide you with the

overseas functionality of your Redicard. The amount of this conversion fee is subject to change from time to time and we will advise you in advance of any such change.

- (c) You may be charged a surcharge for making an EFT Transaction using an EFT Terminal overseas. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
- (d) You should use the REDICARD HOTLINE if any of the circumstances described in clause 3 apply.
- (e) A cardholder must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

subsidiary cards

- 5.1 bankmecu is authorised to issue a subsidiary Redicard to any person you nominate.
- 5.2 You are responsible for a Subsidiary Cardholder's use of a subsidiary card and for his or her compliance with these Conditions of Use.
- 5.3 bankmecu will cancel a subsidiary card immediately upon your written request and your return of the subsidiary card.
- 5.4 Subject to the Privacy Act, you authorise bankmecu to give your Subsidiary Cardholder access to information about your Redicard Account.

transactions

- 6.1 The Redicard may be used for these types of EFT Transactions:
 - (a) Cash withdrawals at most ATMs throughout Australia;
 - (b) Paying Merchants and withdrawing cash from Merchants who offer EFTPOS facilities in Australia;
 - (c) Making deposits or withdrawing cash at Australia Post Bank@Post outlets;
 - 6.2 Redicard promotional material displayed on any Merchant's premises is not to be taken as a warranty by the Merchant that all goods and services available at those premises may be purchased with your Redicard.
 - 6.3 bankmecu will not be liable for the failure or refusal of any financial institution or Merchant to accept or honour the Redicard nor will bankmecu be responsible for merchandise or services supplied to you.
 - 6.4 Complaints in respect of merchandise or a Merchant's performance must be addressed to the Merchant.
 - 6.5 The existence of a complaint or dispute with any Merchant shall not relieve you of the obligation to pay all charges due under these Conditions of Use to bankmecu.
 - 6.6 Your Redicard allows you and any Subsidiary Cardholder access to any overdraft facility or line of credit that is linked to your Access Account.
 - 6.7 EFT Transactions will not necessarily be processed to your
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Redicard Account on the same Day.

- 6.8 You acknowledge and agree that:
- (a) bankmecu has the right to deny authorisation for any EFT Transaction for any reason; and
 - (b) bankmecu will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of such refusal.

transaction limits

- 7.1 bankmecu may impose transaction limits depending on your account, the Access Method and the Electronic Equipment used to perform the EFT Transaction. The daily limit for withdrawals from terminals is \$1,000.00. You can obtain details of transaction limits in the terms and conditions which govern the relevant account on bankmecu's website bankmecu.com.au or by telephoning 132 888.
- 7.2 Transaction limits may also be imposed by other financial institutions, Merchants or third parties.
- 7.3 bankmecu may impose new transaction limits or vary existing transaction limits after it first gives notice to you.
- 7.4 bankmecu may impose a minimum or maximum amount that can be deposited to your account by an EFT Transaction.
- 7.5 bankmecu may impose a minimum or maximum amount that you may deposit, transfer or withdraw in a single EFT Transaction or during a nominated period.
- 7.6 You agree that the Redicard will not be used to:
 - (a) Overdraw your Redicard Account; or
 - (b) Exceed the unused portion of your credit limit under any pre-arranged credit facility such as a line of credit or overdraft linked to your Redicard Account.
- 7.7 If you breach clause 7.6 bankmecu may:
 - (a) Dishonour any payment instruction given; and
 - (b) Charge you an administration fee as advised in the Schedule of Fees and Charges.
- 7.8 If you overdraw your Redicard Account or exceed the unused portion of your credit limit you must pay the amount by which the outstanding balance exceeds the credit limit immediately on demand.

authorised transactions

- 8.1 You are liable for any EFT Transactions entered into by you or any one else with your knowledge and consent and bankmecu may debit your Redicard Account for the transaction amounts including:
 - (a) Amounts of withdrawals or transfers from your Redicard Account initiated at any Terminal;
 - (b) Amounts shown on all transaction vouchers completed by Merchants with your express or implied authority; and
 - (c) Any other amounts bankmecu may debit to your Redicard

Account under these Conditions of Use.

- 8.2 Your liability to bankmecu continues notwithstanding that you may have closed your Redicard Account or you have resigned your account of bankmecu.

unauthorised transactions

9.1 You have no liability for:

- (a) Losses that are caused by the fraudulent or negligent conduct of employees or agents of bankmecu or companies involved in networking arrangements or of Merchants or of their agents or employees;
- (b) Losses relating to your Redicard, PIN or password that are forged, faulty, expired or cancelled;
- (c) Losses that arise from transactions which require the use of a Redicard and PIN and that occurred before you received the Redicard or PIN (including a reissued Redicard or PIN);
- (d) Losses that are caused by the same EFT Transaction being incorrectly debited more than once to the same account;
- (e) Losses resulting from unauthorised transactions occurring after notification to bankmecu that your Redicard has been misused, lost or stolen or that the security of your PIN has been breached; or
- (f) Losses resulting from unauthorised transactions where it is clear that you have not contributed to such losses.

9.2 Where clause 9.1 does not apply you are liable subject to clause 9.3 for losses resulting from unauthorised transactions where bankmecu can prove on the balance of probabilities that you contributed to the loss arising from the unauthorised transactions:

- (a) Through your fraud;
- (b) By voluntarily disclosing your PIN to anyone, including a family member or friend;
- (c) By keeping a record of the PIN (without making any reasonable attempt to protect the security of the PIN) on the one article, or on several articles, carried with the Redicard or liable to loss or theft simultaneously with the Redicard;
- (d) By using your birth date or an alphabetical code which is a recognisable part of your name as a PIN;
- (e) You otherwise act with extreme carelessness in failing to protect the security of your PIN;
- (f) By unreasonably delaying notification after becoming aware of the misuse, loss or theft of your Redicard or that the security of your PIN has been breached.

9.3 You will not be liable for:

- (a) That portion of the loss incurred on any one day which exceeds any applicable daily or periodic transaction limit to your Redicard Account;
 - (b) That portion of the loss incurred on your Redicard Account which exceeds the balance of that account (including any prearranged credit); or
 - (c) All losses incurred on any account which you and bankmecu had
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- not agreed could be accessed using the Access Method.
- 9.4 Where a PIN was required to perform the unauthorised EFT Transaction and it is not clear whether you have contributed to the loss your liability arising from the unauthorised transaction using the Redicard, if the loss occurs before notification to bankmecu or the Redicard Hotline that the Redicard has been misused, lost or stolen or the PIN has become known to someone else, is the lesser of:
- (a) \$150;
 - (b) The actual loss at the time bankmecu or the Redicard Hotline is notified of the loss, theft or unauthorised use of the Redicard or that the security of the PIN has been breached (excluding that portion of the loss incurred on any one day that exceeds the daily or any other periodic transaction limit applicable to the Redicard Account); or
 - (c) The balance of the Redicard Account including any prearranged credit from which value was transferred by the unauthorised transactions.
- 9.5 You will be liable to bankmecu for any loss from unauthorised transactions occurring as a direct or indirect result of your failure to safeguard your Redicard against misuse, loss or theft and you authorise bankmecu to debit the Redicard Account for the amount of any such transactions and indemnify bankmecu for any loss occasioned as a result of such transactions.
- 9.6 Notwithstanding any of the above provisions your liability will not exceed your Liability under the Electronic Funds Transfer Code of Conduct where that Code applies.

system malfunction

- 10.1 bankmecu is responsible for any loss you may suffer because of a failure of a Terminal to complete an EFT Transaction in accordance with your instructions.
- 10.2 Where you or your Subsidiary Cardholder should be aware that an EFT system or equipment is unavailable for use or malfunctioning, bankmecu's responsibility for any loss you may incur is limited to the correction of any errors in your account and a refund of any charges or fees imposed as a result.

account balance and statements

- 11.1 bankmecu will issue an account statement to you monthly. You may Request a copy of your account statement at any time. bankmecu may charge a fee for responding to any request by you to provide more frequent account statements or copies of account statements. You will be advised of the amount of this fee at the time of your request.
- 11.2 You should review all entries in statements and any apparent error or possible unauthorised transaction should be promptly reported to bankmecu in writing.
- 11.3 In the event you are not satisfied with bankmecu's response to any query or dispute in relation to an account statement, ask

for a complaint form to lodge at bankmecu.
Details of bankmecu's dispute resolution procedures are available upon request.

- 11.4 For the purposes of calculating interest, any deposits or payments made by you will not be treated as having been made until the date on which the deposit or payment is actually credited to your Redicard Account in the ordinary course of business.

transaction records

- 12 You should check and retain all transaction slips, receipts and payment or Transfer reference numbers issued to you after conducting an EFT Transaction as well as copies of all sales vouchers to assist in checking EFT Transactions against your statements.

resolving errors or disputed EFT transactions

- 13.1 If you believe an EFT Transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors you should immediately contact the bankmecu. bankmecu is solely responsible for resolving your complaint. Later, but as soon as you can, you must give bankmecu the following information:
- (a) Your name, account number and Redicard number;
 - (b) The error or the transaction you are unsure about;
 - (c) A copy of the periodic statement in which the unauthorised transaction or error first appeared;
 - (d) An explanation, as clearly as you can, as to why you believe it is an unauthorised transaction or error; and
 - (e) The dollar amount of the suspected error. If your complaint concerns the authorisation of an EFT Transaction bankmecu may ask you or your Subsidiary Cardholder to provide further information.
- 13.2 bankmecu will investigate your complaint, and if it is unable to settle your complaint immediately to your satisfaction will advise you in writing of the procedure for further investigation and resolution and may request further relevant details from you.
- 13.3 Within 21 days of the receipt of the details of your complaint bankmecu will:
- (a) Complete its investigations and advise you in writing of the results of the investigations; or
 - (b) Advise you in writing that it requires further time to complete its investigation. bankmecu will complete its investigation within 45 days of receiving your complaint unless there are exceptional circumstances.
- 13.4 If bankmecu is unable to resolve your complaint within 45 days it will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where bankmecu is waiting for a response from you and you have been advised that
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- bankmecu requires such a response.
- 13.5 If your complaint has not been resolved within 90 days of receipt of the details of your complaint you may request bankmecu to refer the matter to its external dispute resolution body for review.
 - 13.6 If your complaint has not been resolved within 120 days of receipt of the details of your complaint bankmecu will resolve the complaint in your favour.
 - 13.7 If bankmecu finds that an error was made it will make the appropriate adjustments to your Redicard Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
 - 13.8 When bankmecu advises you of the outcome of its investigation it will notify you in writing of the reasons for its decision by reference to these terms and conditions and the Electronic Funds Transfer Code of Conduct and advise you of any adjustments it has made to your Redicard Account. If you are not satisfied with the decision you may wish to take the matter further. You may for instance request that the determination be referred to management of bankmecu for review or contact bankmecu's external dispute resolution body. For contact details telephone bankmecu on 132 888.
 - 13.9 If bankmecu decides that you are liable for all or any part of a loss arising out of unauthorised use of the Redicard or PIN it will:
 - (a) Make available copies of any documents or other evidence it relied upon; and
 - (b) Advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.
 - 13.10 If bankmecu fails to carry out these procedures or causes unreasonable delay in resolving your complaint bankmecu may be liable for part or all of the amount of the disputed transaction where that failure or delay has prejudiced the outcome of the investigation.

fees and charges

- 14 bankmecu may debit your Redicard Account with any fees and charges payable under any contract governing your Redicard Account in addition to fees and charges payable under these Conditions of Use and all government taxes, duties or charges that may be made on transactions. Details of standard fees and charges applicable to the use of the Redicard such as card issue fees and transaction fees are set out in bankmecu's Schedule of Fees and Charges available upon request. These fees include:
 - (a) Rebateable transaction fees for ATM, EFTPOS and Bank@Post debits;
 - (b) Card replacement fee for replacement cards;
 - (c) Fee for emergency card replacement within Australia;
 - (d) Fee for dishonour of Bank@Post deposits;
 - (e) EFT declined transaction fee where a transaction cannot

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- be completed for reasons in the Cardholder's control;
- (f) Voucher production fee where you require production of a transaction voucher (this will be waived if the voucher establishes the transaction was not authorised); and
 - (g) Fee for exceeding available funds where the balance of the Redicard Account becomes overdrawn or, where the account has a credit limit, that limit is exceeded, by more than \$100.00.

changes to conditions of use

- 15.1 bankmecu may change these Conditions of Use from time to time.
- 15.2 bankmecu will notify you in writing at least 20 days before the effective date of change if it will:-
 - (a) Impose or increase charges for the use of the Redicard and PIN or for issuing additional or replacement Redicards or PINs;
 - (b) Increase your liability for losses;
 - (c) Impose, remove or adjust daily or other periodic transaction limits applying to the use of the Redicard, PIN, your Redicard Account or Electronic Equipment.
- 15.3 If you do not wish your daily withdrawal limit to be increased you should notify bankmecu.
- 15.4 bankmecu will notify you of other changes no later than the day the change takes effect by advertisement in the national or local media, notice in a newsletter or statement of account or individual notice sent to you.
- 15.5 bankmecu is not obliged to give you advance notice of an immediate change to the Conditions of Use if it is deemed necessary for the security of the EFT system or individual accounts.
- 15.6 When the Redicard is used after notification of any such changes you accept those changes and use of the Redicard shall be subject to those changes.

cancellation and return of the Redicard

- 16.1 The Redicard always remains the property of bankmecu.
- 16.2 bankmecu can immediately cancel the Redicard and demand its return or destruction at any time for security reasons or if you breach these conditions of use or the terms and conditions of your Redicard Account including by capture of the Redicard at any EFT Terminal.
- 16.3 bankmecu may at any time cancel the Redicard for any reason by giving you 30 days written notice. The notice does not have to specify the reasons for the cancellation.
- 16.4 You may cancel your Redicard or any additional Redicard issued to a Subsidiary Cardholder at any time by giving bankmecu written notice.

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- 16.5 If you or bankmecu cancel the Redicard issued to you any additional Redicard issued to a Subsidiary Cardholder will also be cancelled.
- 16.6 You will be liable for any transactions you or a Subsidiary Cardholder make using the Redicard before the Redicard is cancelled but which are not posted to your Redicard Account until after cancellation of the Redicard.
- 16.7 You must return your Redicard and any additional Redicard issued to a Subsidiary Cardholder to bankmecu when:
- (a) bankmecu notifies you that it has cancelled the Redicard;
 - (b) You close your Redicard Account;
 - (c) You cease to be a customer of bankmecu;
 - (d) You cancel your Redicard and any additional Redicard issued to a Subsidiary Cardholder or both; or
 - (e) You alter the authorities governing the use of your Redicard Account unless bankmecu agrees otherwise.

use after cancellation or expiry of the Redicard

- 17.1 You must not use the Redicard or allow a Subsidiary Cardholder to use the Redicard:
- (a) Before the valid date or after the expiration date shown on the face of the Redicard; or
 - (b) After the Redicard has been cancelled.
- 17.2 You will continue to be liable to reimburse bankmecu to any indebtedness incurred through such use whether or not you have closed your Redicard Account at bankmecu.

privacy and confidentiality

- 18.1 bankmecu collects personal information about you or your Subsidiary Cardholder for the purpose of providing its products and services to you. bankmecu may disclose that personal information to others in order to execute your instructions where it reasonably considers it necessary for the provision of the Redicard or the administration of your Redicard Account or if it is required by law.
- 18.2 You represent that in supplying bankmecu with personal information about your Subsidiary Cardholder that you have authority to do so and will inform them of the contents of this clause.
- 18.3 You and your Subsidiary Cardholder may have access to the personal information bankmecu holds about each of you at any time by asking bankmecu.
- 18.4 For more details of how bankmecu handles personal information you should refer to bankmecu's Privacy Policy.

deposits at terminals (excluding Bank@Post outlets)

- 19.1 Any deposit you make at an EFT Terminal will not be available for you to draw against until your deposit has been verified by the EFT Terminal and accepted by bankmecu.
- 19.2 Cheques will not be available to draw against until cleared.
- 19.3 Your deposit is accepted once bankmecu has verified it in the following way:
 - (a) Your deposit envelope will be opened in the presence of any two persons authorised by bankmecu;
 - (b) Should the amount you record differ from the amount counted in the envelope, bankmecu may correct your record to the amount counted;
 - (c) bankmecu's count is conclusive in the absence of manifest error or fraud;
 - (d) bankmecu will notify you of any correction.
- 19.4 If the amount recorded by the EFT Terminal as having been deposited should differ from the amount counted in the envelope by bankmecu, bankmecu will notify you of the difference as soon as possible and will advise you of the actual amount which has been credited to your Redicard Account.
- 19.5 bankmecu is responsible for the security of your deposit after you have completed the transaction at the EFT Terminal (subject to bankmecu's verification of the amount you deposit).

deposits at Bank@Post outlets

- 20.1 Deposits can be made through a Bank@Post outlet.
- 20.2 Any deposit you make at a Bank@Post Terminal will not be available for you to draw against until your deposit has been verified by the Terminal and received by bankmecu.
- 20.3 Any funds deposited by you through Bank@Post are processed at the absolute discretion of Australia Post.
- 20.4 Where funds are processed by Australia Post as cash no clearance time applies. Funds will not be otherwise available until the expiry of seven working days.

miscellaneous conditions

- 21.1 You are obliged to notify bankmecu of any change of your address or the address of any Subsidiary Cardholder.
- 21.2 bankmecu may post all accounts, statements and notices to you at your Registered Address as provided for in bankmecu's records.
- 21.3 Failure of bankmecu to exercise any of its rights under this agreement shall not be deemed to be a waiver of such rights. Further, such rights are in addition to, and are not exclusive of, any rights or remedies provided by law.

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- 21.4 bankmecu is authorised to issue a renewal Redicard to you or any Subsidiary Cardholder before the expiration date indicated on the current Redicard unless advised in writing to the contrary.
- 21.5 If a Merchant acquirer advises that an EFT Transaction was incorrectly debited or credited to an account, bankmecu can make a correction to the account and will notify you in writing as soon as practicable after the correction is made.

lost or stolen cards

- 22.1 In the event that your Redicard is lost or stolen or you become aware of unauthorised use, it is important that you notify bankmecu immediately.
- 22.2 During business hours call a Customer Services Officer on 132 888.
- 22.3 Outside business hours call the Redicard hotline on 1800 224 004 (Australia-wide toll-free) and confirm by calling bankmecu during business hours.

Effective: 1 February 2010.

mecu Limited ABN 21 087 651 607 AFSL/ACL 238431 trading as bankmecu warrants that it will comply with the terms of the Electronic Funds Transfer Code of Conduct and that where your Redicard is obtained wholly and exclusively for personal, domestic or household purposes, the relevant provisions of the Mutual Banking Code of Practice apply. General descriptive information concerning credit union products and services as defined in the Mutual Banking Code of Practice is available upon request.

SDR 1158 0911

for more information
call 132 888, visit bankmecu.com.au
or your local service centre

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UNEP Finance Initiative
Innovative financing for sustainability