

# Save to Win Account™

## Combined Financial Services Guide and Product Disclosure Statement

Bank of Queensland Limited

This document must be read in conjunction with the *Save to Win Account™ Promotion Terms and Conditions, the Personal Deposit - Interest Rates and the Electronic Banking Terms and Conditions*. Together they form your Product Disclosure Statement for this product.

March 2023

The logo for Bank of Queensland (BOQ) is located in the bottom right corner. It consists of a black square with a white diagonal line from the top-left corner to the bottom-right corner, creating a white triangle. The letters "BOQ" are written in white, bold, sans-serif font within the white triangle.

**BOQ**



# CONTENTS

1.	Part A – Financial Services Guide	3
2.	Part B – Product Disclosure Statement	8
3.	INTRODUCTION	8
3.1	Welcome to Bank of Queensland	8
3.2	How does this document affect you?	8
3.3	Need to know more?	8
4.	THE ACCOUNT	9
4.1	Description	9
4.2	Summary of Account features and benefits	9
4.3	Significant risks of the product and other important information	10
4.4	Opening an Account	12
4.5	Allowing others to use your Account	13
4.6	Operating your Account	13
4.7	Prize Payments	16
4.8	Conclusion of Save to Win Account™ Promotion and Subsequent Promotions	19
4.9	Interest Rates	20
4.10	When you stop using you Account	20
4.11	When we can operate on your Account	21
4.12	Our right to combine Accounts	21
4.13	Closing Accounts	21
4.14	Automatic re-entry into future Save to Win Account™ Promotions	22
5.	FEES AND OTHER COSTS	22
5.1	Account operating fees and charges	22
5.2	Electronic Banking	23
5.3	International Services	24
5.4	General Services	25
6.	PAYMENT SERVICES	27
6.1	Payment Services	27
6.2	Branches	27
6.3	ATMs	27
6.4	Bank Cheques	28
6.5	Cheques	29
6.6	EFTPOS	32

6.7	Internet Banking	32
6.8	Direct debits	32
6.9	Direct credits	33
6.10	Transfer orders	34
6.11	Mail deposits	35
6.12	Telegraphic transfers	35
6.13	Bank drafts	35
6.14	Foreign currency cheque deposits	35
6.15	Foreign currency sales and purchases	36
6.16	Fees and Charges	36
<b>7.</b>	<b>ELECTRONIC ACCESS METHODS</b>	<b>36</b>
7.1	Terms and conditions of Electronic Access Methods	36
7.2	Some rules about your Card	36
7.3	Some rules about Electronic Access Methods	38
7.4	Protecting your Card, PIN and other Codes	39
7.5	What to do if you think that your security has been compromised	40
7.6	Your liability for authorised transactions	41
7.7	Liability for Unauthorised Transactions	41
7.8	Limitation on our liability	42
<b>8.</b>	<b>GENERAL TERMS AND CONDITIONS</b>	<b>43</b>
8.1	Changes to terms and conditions of Banking Services	43
8.2	If you get into financial difficulty	44
8.3	Maintaining security	44
8.4	Covering us for loss	44
8.5	Customer integrity	44
<b>9.</b>	<b>GENERAL INFORMATION</b>	<b>44</b>
9.1	Banking Code of Practice	44
9.2	EFT Code of Conduct	44
9.3	Anti-money laundering economic and trade sanctions	44
9.4	If you have a problem or dispute	45
9.5	Changing your details	46
9.6	Contacting you	46
9.7	Privacy and confidentiality	46
9.8	The relationship between banker and customer	46
9.9	Financial Claims Scheme	47
<b>10.</b>	<b>DEFINITIONS</b>	<b>47</b>

# 1. Part A – Financial Services Guide

Financial Services Guide

Save to Win Account

1 May 2015

## **This Financial Services Guide (FSG) is an important document.**

- It is designed to assist you in deciding whether to use the Save to Win Account™ that we offer.
- It contains information about how we and our staff and other representatives are paid in relation to the Save to Win Account™.
- It contains information on how complaints against the Bank are dealt with.

You should read it carefully and make sure you understand it. If there is anything in this FSG that you do not understand, please contact us.

Part B of this document is the Product Disclosure Statement (PDS) for the Save to Win Account™. Generally, we must give you a PDS if we are offering, or recommending that you acquire, a financial product. The PDS contains information that helps you make an informed decision about the Save to Win Account™, such as details of the features, costs, risks and benefits of the product.

## **What financial services do we provide?**

Our Australian Financial Services License authorises us to deal in, and provide advice in relation to, the following types of products:

- transaction accounts;
- savings and investment accounts;
- travellers' cheques;
- funds transfers and electronic payment methods;
- general insurance;
- consumer credit insurance;
- credit card protection insurance.

## **Who do we act for?**

We generally provide the services described in this FSG on our own behalf. However, we also provide services in relation to products issued by third parties. When we provide such services, we act for the issuer of those products.

The table below sets out the third party products in relation to which we provide services and the issuers that we act for in providing those services.

<b>Third party product</b>	<b>Who we act for</b>
General insurance	Vero Insurance Limited
Consumer credit insurance	St Andrew's Insurance (Australia) Pty Ltd and St Andrew's life Insurance Pty Ltd
Credit card protection insurance	MetLife Insurance Limited
Travellers' cheques	American Express Travel Related Services Company In for American Express travellers' cheques
Cash Passport Debit Card	Travelex Limited as distributor of the issuer, Heritage Building Society Limited

## How do we get paid?

There are fees and charges applicable to a Save to Win Account™. Details of the fees that relate to the Save to Win Account™ are set out in the PDS which is Part B of this document.

We also receive commission on sales of products issued by third parties. We will provide you with a separate FSG if we provide you with services in relation to those products.

## How do our staff and other representatives get paid?

We pay our staff a salary. We may also offer monetary or non-monetary incentives to our staff and other representatives for achieving performance targets. These targets relate to business initiatives aimed at attracting and retaining customers or providing banking products and services. These benefits are not linked to individual transactions or customers. These incentives are discretionary, and are based on achievement of individual Key Performance Indicators (KPIs). KPIs may include:

- customer service orientation;
- coaching;
- teamwork;
- sales ability;
- initiatives;
- compliance.

From time to time, staff and other representatives may receive monetary or non-monetary benefits for achieving specific targets in respect of certain business initiatives.

For example, at the date of this FSG, the Bank has an initiative where certain authorised representatives receive a commission of 0.10% of the growth in the average monthly deposit portfolio at their particular branch.

If the average monthly deposit portfolio in one month is \$1,000,000 and the average monthly deposit in the next month is \$2,000,000, then the calculation of the monthly commission payable is as follows:

$$[(\$2 \text{ million} - \$1 \text{ million}) \times 0.10\%] = \$1,000.$$

Staff and other representatives may also be eligible to:

- receive a free grant of Bank of Queensland shares under our Employee Share Plan;
- participate in our long-term incentive program, which offers shares and options that vest in the future, provided that Bank of Queensland attains certain performance hurdles. Eligibility for participation in the long-term incentive program is entirely discretionary; and
- receive monetary and non-monetary incentives for achieving specific targets in respect of certain business initiatives (for example, opening a certain number of transaction accounts in a month). The value of these incentives will not exceed \$5,000 per staff member for each business initiative.

We may have arrangements with other companies in the Bank of Queensland group for services to be provided in relation to the financial services to which this FSG relates. We may pass these companies contracted payments under the terms of our arrangement. These payments are not linked to individual transactions or customers.

You may request more information about these payments but the request must be made within a reasonable time after you are given this FSG and before any services described in this FSG are provided to you.

## Do we pay for referrals?

We do not pay for commissions or provide other benefits to any person for referring customers to us in connection with the financial services to which this FSG relates. Our products and services are distributed through a network of agents, known as Owner Managers. The benefits that we give our Owner Managers do not affect the costs of the banking services we provide. If you are dealing with an Owner Manager, set out below is a summary of the commission that the Owner Manager will receive in relation to the Save to Win Account™.

Product/Service	Commission Formula/Range	How the Commission is paid
Transaction, saving and investment accounts	<p>Average daily balance of all accounts domiciled at the branch x the difference between the Bank's cost of funding and the average interest rate paid x between 12% and 20% x days in month/365</p> <p>For example, a customer deposits \$100,000 with the Owner Managed branch on 15 April 2004 in an Ultimate Account. At the end of the month the average daily balance will be \$50,000 (i.e. 15/30 x \$100,000).</p> <p>Assuming that the difference between the Bank's cost of funding* and the average interest rate paid** is 4.46% and our commission is 16%*** then the calculation of the monthly commission payable to the Owner Manager is as follows:</p> <p><math>[\\$50,000 \times 4.46\% \times 16\% \times 30 \text{ (i.e. no. of days in month)}] / 365 = \\$29.33.</math></p> <p>* The Bank's cost of funding will vary depending on the current RBA cash rate and the Bank's margin.</p> <p>** The average interest rate paid will vary depending on the interest rate applicable to the Ultimate Account from time to time.</p> <p>*** The worked example uses the commission rate of 16% (the median between 12% and 20%).</p> <p>The Owner Manager may also receive monetary and non-monetary benefits in respect of certain business initiatives of the Bank. These business initiatives generally operate for short terms (up to 6 months) and are designed to focus the Owner Managed branch's operations on such initiatives from time to time.</p> <p>For example, at the date of this FSG, the Bank has an initiative to pay the Owner Manager a commission of 0.10% of the growth in the average monthly deposit portfolio at the particular branch.</p> <p>If the average monthly deposit portfolio in one month is \$1,000,000 and the average monthly deposit in the next month is \$2,000,000, then the calculation of the monthly commission payable to the Owner Manager is as follows:</p> <p><math>[(\\$2,000,000 - \\$1,000,000) \times 0.10\%] = \\$1000</math></p>	Commissions are paid to Owner Managers monthly
Fees associated with transactions or services performed in relation to transaction, saving and investment accounts, funds transfer and electronic payment methods	In respect of some fees, 0% to 50% of the fee collected where the transaction or service is performed at the Owner Managed branch. In respect of other fees, 0% to 50% of the fee collected where the customer's account is domiciled at the branch.	Commissions are paid to Owner Managers monthly.

The Owner Manager will provide you with a separate FSG if they provide you with financial services in relation to other Bank products.

## How do the Owner Manager's staff get paid?

Owner Managers pay their staff a salary. Owner Managers may also offer monetary or non-monetary incentives to their staff and other representatives for achieving performance targets. These targets relate to business initiatives aimed at attracting and retaining customers or providing banking products and services. These benefits are not linked to individual transactions or customers. These incentives are discretionary, and are based on achievement of individual Key Performance Indicators (KPIs).

KPIs may include:

- customer service orientation;
- coaching;
- teamwork;
- sales ability;
- initiative;
- compliance.

Owner Managers' staff and other representatives may receive monetary or non-monetary benefits for achieving specific targets in respect of certain business initiatives (for example, opening a certain number of transaction accounts in a month). The value of these incentives will not exceed \$5,000 per staff member for each business initiative.

You may request more information about these payments but the request must be made within a reasonable time after you are given this FSG and before any services described in this FSG are provided to you.

## How you can provide us with instructions

You can contact us by using the contact details set out in this document. Instructions can be provided to us in person at one of our branches. In some cases, instructions may also be provided to us by telephone or through our internet banking service. However, some of our products and services have their own rules around how you are to provide us with instructions. You should refer to the product disclosure statement for the relevant product for these details.

## Do we have any relationships or associations with a financial product issuer?

St Andrew's Insurance (Australia) Pty Ltd (SAI) and St Andrew's Life Insurance Pty Ltd (SALI) are our wholly owned subsidiaries. Neither we nor any of our related companies guarantee the benefits payable under the insurance products issued by SAI or SALI.

## If you have a problem, complaint or dispute

### (a) Our service commitment

At Bank of Queensland we are committed to providing our customers with innovative banking solutions and the best customer service experience.

Resolution of problems is a priority to us. If at any time our service does not meet your expectations we would like you to let us know.

### (b) How to contact us

If you have a complaint, there are a number of ways to contact us:

- i. Contact your local branch manager or Business Banker.
- ii. Call us on 1300 55 72 72. Visit [www.boq.com.au/contact-us](http://www.boq.com.au/contact-us) for our operating hours.
- iii. Complete the online complaints form at [www.boq.com.au/feedback-and-complaints](http://www.boq.com.au/feedback-and-complaints)
- iv. Contact our Customer Relations Department via:

Email: [customer.relations@boq.com.au](mailto:customer.relations@boq.com.au)  
Call: 1800 663 080  
Mail: Customer Relations Reply Paid 2258  
BRISBANE QLD 4001



**(c) How will your complaint be handled?**

If we cannot solve your problem on the spot, we will let you know who is handling your complaint and how long it is likely to take for it to be resolved.

For further information about how we handle complaints, ask our friendly staff for a copy of our Complaint Guide or alternatively download a copy available on our website

Please note we comply with the ePayments Code complaint investigation and resolution procedures in connection with electronic transactions to which the Code applies.

**(d) What to do if you feel your complaint has not been resolved?**

If you're unhappy with our response you can approach the Australian Financial Complaint Authority (AFCA). AFCA provides a free and independent complaint resolution service for financial services. To contact them you can:

Call: 1800 367 287  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Online: [www.afca.org.au](http://www.afca.org.au)  
Write to: GPO Box 3  
Melbourne VIC 3001

The Australian Securities and Investments Commission (ASIC) also has an information line: 1300 300 630. You can use this number to make a complaint and obtain further information about your rights.

**(e) Professional Indemnity Insurance**

We are regulated by the Australian Prudential Regulation Authority and exempt from the compensation requirements in the Corporation Regulations. Notwithstanding the exemption, we hold professional indemnity insurance cover. The insurance covers work done for us by our representatives (including our employees) after they cease to work for us.

**How can you contact us?**

You can contact us by:

- calling our Customer Contact Centre on 1300 55 72 72. Visit [www.boq.com.au/contact-us](http://www.boq.com.au/contact-us) for our operating hours;
- visiting our website at [www.boq.com.au](http://www.boq.com.au);
- emailing us via the contact us page on our website;
- writing to us at GPO Box 898, Brisbane QLD 4001; or
- visiting our branch.

**Issuer:**

**Bank of Queensland Limited ABN 32 009 656 740**

**AFSL No. 244616**

## 2. Part B – Product Disclosure Statement

### 3. INTRODUCTION

#### 3.1 Welcome to Bank of Queensland

The terms that govern the way you bank with us in relation to the Save to Win Account™ are set out in this booklet, the *Save to Win Account™ Promotion Terms and Conditions*, the *Personal Deposit – Interest Rates* and the *Electronic Banking Terms and Conditions*. Together, those documents comprise our Product Disclosure Statement (PDS) for the Account.

This booklet honours Bank of Queensland's pledge to clear and honest communication about our accounts.

We encourage you to take time to read this PDS and the other material provided to you. It has been produced to help you decide whether the Account is the right account for your needs. Please contact us if you want more information regarding the banking services we offer. However, we are unable to advise whether this Account is the right account for you and you will need to form your own view regarding whether this product is appropriate for your objectives, financial situation and needs.

#### 3.2 How does this document affect you?

This document will apply to all Accounts opened with Bank of Queensland from 1 November 2011.

The Save to Win Account™ Promotion commences on 1 November 2011 and concludes 31 October 2012.

For any periods during which a Save to Win Account™ Promotion is not conducted, Accounts will continue to operate on the same terms and conditions as set out in this PDS, the Save to Win Account™ Promotion Terms and Conditions, the Personal Deposit – Interest Rates and the Electronic Banking Terms and Conditions documents, save for the terms and conditions relating to Prize Payments and Prize Draws.

#### 3.3 Need to know more?

You can contact us if you would like any further information, or a copy of the current *–Save to Win Account™ Promotion Terms and Conditions*, the *Personal Deposit – Interest Rates* and the *Electronic Banking Terms and Conditions*.

The Account is issued by Bank of Queensland Limited ABN 32 009 656 740 (BOQ). You can contact BOQ in the following ways:

- Contact your local branch manager. Our managers are always willing to listen to your suggestions about our product and services and they will do their best to address any concerns immediately.
- Our Customer Contact Centre can be contacted on 1300 55 72 72. Visit [www.boq.com.au/contact-us](http://www.boq.com.au/contact-us) for our operating hours.
- Contact our Customer Relations Department via:
  - email: [customer.relations@boq.com.au](mailto:customer.relations@boq.com.au)
  - telephone: (07) 3212 3240
  - fax: (07) 3212 3286
  - mail: Customer Relations  
Reply Paid 2258  
BRISBANE QLD 4001
- visiting our website at [www.boq.com.au](http://www.boq.com.au);
- emailing us via the 'contact us' page on our website; or
- writing to us at GPO Box 898, Brisbane QLD 4001.

Current terms and conditions for the Account are available at any BOQ Branch or can be downloaded from [www.boq.com.au](http://www.boq.com.au). Fees and charges apply to the account. We have not addressed your objectives, financial situation or needs. You should obtain and consider all of the relevant terms and conditions before making any decision about whether to acquire or continue to hold an Account.

## 4. THE ACCOUNT

### 4.1 Description

The Account is a transaction account which provides at call access to your funds, plus during the Promotion Period Eligible Accounts are automatically entered into monthly draws with chances to win cash Prize Payments. The return on an Account is the combination of interest and any Prize Payments received by that Account. For the first month in which you open an Account, you will automatically receive 150 entries into the following month's draw. Thereafter, you will receive 1 entry for every whole dollar in your Account (up to 30,000 entries) based on your Minimum Monthly Balance, provided that you keep at least \$250 in your Account throughout the entire month, and keep the Account for the full calendar month.

For additional terms and conditions applying to the Save to Win Account™ Promotion, please refer to the *Save to Win Account™ Promotion Terms and Conditions*.

### 4.2 Summary of Account features and benefits

The following table is effective from 1 November 2014

Features and Benefits	Save to Win Account™
Eligibility	Personal customers only
Interest calculated on daily balance	Yes
Interest calculation method (tiered)	Yes
Interest paid monthly on last day of month	Yes
Debit interest on unauthorised overdrawings	Yes
Debit interest charged monthly on last day of month	Yes
Regular statements issued	Yes
Deposits allowed	Yes
EasyCheque Deposit Facility	Yes
Withdrawal restrictions	There are no withdrawal restrictions on the Account, however, if the Daily Closing Balance in the Account falls below \$250 at any time during the month, the Account holder is not eligible for Prize Payments in the next month's draw.
Transfer orders able to be deducted from account	Yes
Direct debits (withdrawals) permitted	Yes
Direct credits (deposits) permitted	Yes
Cheque	No
Card access	Yes <sup>1</sup>
Domestic ATM access	Yes
Domestic Electronic Funds Transfer Point of Sale (EFTPOS) access	Yes
International ATM access and EFTPOS – account linked to a Visa Debit Card	No <sup>1</sup>
International ATM access and EFTPOS – account linked to a Credit Card	No <sup>2</sup>
Internet Banking access	Yes
Mortgage Off-Set Facility	No
Minimum opening balance	\$1. However, if the Daily Closing Balance in an Account is below \$250 at any time during the month, the Account holder is not eligible to receive entries into the following month's draw (excluding the first month during which an Account is opened).

Minimum and maximum term	The Save to Win Account™ Promotion will run from 1 November 2011 to 31 October 2012. On 1 November 2012 all Accounts will be automatically converted into the subsequent promotion(s) unless you notify us in writing otherwise.
Additional deposit restrictions	There are no additional deposit restrictions on the Account. However, each Account is allocated one entry to the Prize Draw for each whole dollar in that Account up to a maximum of 30,000 entries. Consequently, deposits to an Account which cause the balance of that Account to exceed \$30,000 will not attract any additional entries into the Prize Payment draw.
Prize Payments	During the Promotion Period Eligible Accounts are automatically entered into monthly draws with chances to win cash Prize Payments.
Eligibility for Prize Payments	<p>When you first open an Account, you will automatically receive 150 entries into the next month's draw. Thereafter, you will receive 1 entry for every whole dollar in your Account (up to 30,000 entries) based on your Minimum Monthly Balance, provided that you:</p> <ul style="list-style-type: none"> <li>• keep at least \$250 in the Account at all times throughout the month; and</li> <li>• keep the Account open for an entire calendar month; and</li> <li>• are not under investigation by BOQ Fraud department</li> </ul> <p>For example:</p> <ul style="list-style-type: none"> <li>• If you open an Account in May and deposit \$100 into that Account, you will receive 150 entries into the prize draw in June, regardless of whether you make any further deposits or make any withdrawals;</li> <li>• During June, you make a number of deposits and withdrawals from the Account. Your closing balance for the month is \$500. However, your Minimum Monthly Balance during the month was \$350. You will therefore receive 350 entries into the prize draw in July.</li> </ul>

<sup>1</sup> A Visa Debit Card is not available on this Account.

<sup>2</sup> This Account cannot be linked to a Credit Card.

For terms and conditions applying to Internet Banking, refer to *Electronic Banking Terms and Conditions*.

#### 4.3 Significant risks of the product and other important information

<b>Cost of the product</b>	You can find details of fees and charges that apply to the Account at Chapter 5 of this PDS.
<b>Significant risks of the product</b>	<p>In an investment context, the risks relevant to your Account include the variability of returns and the potential to lose your deposit.</p> <p>For other deposit accounts, the return on the deposit depends on the interest rate that applies to the relevant account. There is a possibility that the interest rate available under one of our other interest bearing accounts or deposit accounts of other financial institutions would produce a greater return to you than the chance of receiving a Prize Payment under the Save to Win Account™ Promotion.</p> <p>For example:</p> <ul style="list-style-type: none"> <li>• The Prize Payments are not guaranteed and there is a possibility that an Account may receive no Prize Payments throughout the promotion period</li> <li>• Each Eligible Account is allocated one entry for each whole dollar (rounded down to the nearest dollar) in that Account up to a maximum of 30,000 entries. Consequently, deposits to an Account which cause the balance of that Account's balance to exceed \$30,000 will not attract any</li> </ul>

	<p>additional entries into the Prize Payment draw. Therefore, deposits which cause the balance of your Account to exceed \$30,000 could attract a greater return under one of our other interest bearing accounts or a similar account of other financial institutions.</p> <ul style="list-style-type: none"> <li>• Direct debits, internet banking payments or other withdrawals from an Account, may reduce the Minimum Monthly Balance of an Account and therefore reduce the number of entries you have in a prize draw. If a withdrawal (including direct debits and internet banking payments) causes your Daily Closing Balance to fall below \$250, you will not be eligible for the next month's prize draw.</li> </ul> <p>If we become insolvent or are wound up, you may not be able to recover funds deposited with us in the Account</p> <p>We have the ability to terminate the Save to Win Account™ Promotion under section 2.3 of the <i>Save to Win Account™ Promotion Terms and Conditions</i>. If the Save to Win Account™ Promotion was terminated, the Total Payment Pool and the number of Prize Payments to be awarded will reduce accordingly</p> <p>As provided in section 2.4 of the <i>Save to Win Account™ Promotion Terms and Conditions</i>, by holding an Account, you will be automatically entered into subsequent promotion(s) unless you inform us in writing that you do not wish to participate in the subsequent promotion(s). If you inform us that you do not wish to participate in a subsequent promotion, then we will remove you from the relevant promotion(s) by closing your Account.. There is a risk that if you fail to notify us in writing that you do not wish to participate in subsequent promotions you may be automatically entered into a subsequent promotion which is not suitable to you.</p> <p>In addition, the Save to Win Account™ Promotion is run under trade promotion licences in South Australia, New South Wales, ACT and Victoria. There is a risk that the relevant State and Territory Authorities may decline approval for any future promotions. If this occurs, then you may no longer be eligible to participate in the promotion or we may cease to conduct the Save to Win Account™ Promotion.</p>
<p><b>Commissions</b></p>	<p>From time to time, we may provide our staff and Owner Managers with financial or non-financial incentives for achieving specific targets. These targets may relate to specific business initiatives aimed at the acquisition or retention of Accounts or the provision of Banking Services.</p> <p>The value of these incentives will not exceed \$5,000 per staff member or authorised representative for each business initiative.</p> <p>We pay commissions to our Owner Managers, who run our Owner Managed Branches. Commissions paid to Owner Managers do not affect the cost of Banking Services to our customers. If you would like to know whether the branch you are dealing with is an Owner Managed Branch, please ask any of the branch staff.</p> <p>More information on commission and other benefits payable to the Bank's and the Owner Managed Branch's staff members is set out in the relevant Financial Services Guide, available in Part A of this PDS.</p>
<p><b>General tax information</b></p>	<p>Any Prize Payment received by you is assessable income under Australian taxation law. Before acquiring an Account, you should seek independent advice regarding the tax implications of accepting a Prize Payment, having regard to your personal circumstances. By holding the Account, winners are deemed to have accepted the Prize Payment. Withholding taxes may be applicable against the Prize Payment for winners who are non-residents or who have chosen not to quote their tax file number. We are required by law to report all Prize Payments to the Australian Tax Office.</p> <p>If you do not provide us with a tax file number, we must deduct withholding tax from any interest or Prize Payment that you earn, provided that your interest or Prize Payment exceeds a threshold amount. More information on withholding tax is set out in section 4.4(c) of this PDS.</p> <p><b>We recommend that you obtain your own advice regarding all tax matters, as the tax effect of any product or transaction depends upon your individual circumstances.</b></p>

## 4.4 Opening an Account

### (a) What we need from you

You can open an Account by visiting any of our branches and signing a new Account form which authorises us to open the Account. We reserve the right not to open an Account in certain cases.

We will also need to know:

- your name, address, date of birth and occupation;
- details of the name of the Account;
- whether the Account will be held in trust;
- details of all signatories to the Account;
- any other name by which you or any signatories may be known (such as a maiden name); and
- details of your beneficial owner including name, address and date of birth.

### (b) New customers

If you are not already a BOQ customer, please contact one of our branches to determine what identification is required to open your Account.

Generally, you can satisfy our identification requirements by providing the following:

1. A current Australian drivers' licence.
2. A valid Australian passport.

### (c) Tax File Number (TFN)

It is not compulsory for you to give us your TFN. However, if you choose not to, we must deduct withholding tax at the highest marginal tax rate, plus the Medicare Levy, from any interest or Prize Payment that you receive.

You can give us your TFN when you open your Account, or at any other time.

For joint Accounts, each Account holder can provide their TFN. If you hold the Account in trust for another person, such as your child, you should quote your own TFN. However, if you are trustee of a formal trust, the TFN quoted should be that of the trust not your personal TFN.

If you have not provided your TFN and you are an exempt person, withholding tax will not be deducted from your interest and any Prize Payments made to you. However, you must tell us which type of exemption applies to you.

We are required to report details of interest income earned, Prize Payments, withholding tax deducted and TFNs quoted to the Australian Taxation Office. The *Privacy Act* imposes strict obligations on what we can do with your TFN. We will keep your TFN confidential.

### (d) Joint Accounts

You can open a joint Account with other people.

If your Account is a joint Account you receive and agree to these terms and conditions as an agent for all other joint account holders, and anyone operating on that Account. You must pass on these terms and conditions to each of those persons.

You and the other joint holders must sign an "Account Authority" which says how the Account is to be operated. A joint account can be closed in the same way it is operated, subject to our discretion. If you want to change the way the Account is operated, you must complete a new account authority.

You (or any other joint holder) can tell us in writing that the Account requires the signatures of all joint holders. If you do, we will dishonour a cheque or withdrawal that is not authorised by all joint holders. We will also stop the use of all Cards on that Account. If we ask you to, you must return them to us.

If you or any other joint holders use your Cards to withdraw money from the joint Account before they are returned to us you will be liable for those transactions.

Before you open a joint Account, you should understand that:

- each of you is liable for the debts on the Account;
- if the Account is overdrawn each of you are liable to pay us the overdrawn amount;
- if any joint holder dies, we can treat the credit balance in the Account as owing to the rest of you;
- we can deposit to your joint Account any cheques payable to any one or more of the joint holders.

## 4.5 Allowing others to use your Account

### (a) General

If you tell us in writing, we will allow another person to use your Account. You are liable for all debts incurred by that person using your Account. Those debts include any overdrawn amounts and interest on those amounts.

You can allow another person to only deposit to your Account. Deposits can be made to your Account by deposit slips, Internet Banking or direct credits.

### (b) What can an authorised person do?

If you authorise another person to use your Account, that person can do most things that you could do yourself. For example, they can:

- overdraw your Account;
- order additional statements;
- receive payment of deposit money and interest;
- be issued with an Account Access Card;
- get any information from us about your Account;
- authorise us to make payments from your Account;
- deal in foreign currencies;
- give us valid receipts on your behalf.

The authorised person will not be able to:

- open new accounts in your name;
- alter your details;
- authorise any other person to operate on the Account; or
- close the Account.

### (c) Cancelling the authority

You can cancel the authority at any time. We will act on this request as soon as we are notified of the cancellation. You will, however, be liable for:

- any transactions made prior to the authority being cancelled, regardless of when the transactions are debited to the Account; and
- any future dated payments, cheques or authorities established by the person you authorised prior to the cancellation of the authority.

We can also cancel the person's authority to operate the Account.

## 4.6 Operating your Account

### (a) Account information

You can get Account information in a number of ways, including through our branches, on the phone or over the Internet. Accessing this information can incur a fee, depending on the type of service you choose and the frequency of your request (refer to Chapter 5 of this PDS).

#### (i) Statements

We will give you a statement, showing all Account transactions since your last statement, at least every six months. You can request that statements be provided to you more frequently but there may be a fee for these more frequent statements.

The statement shows the transactions that have been made on your Account since your last statement. Some transactions may not appear on the statement you receive in the mail, because those transactions have been credited or debited to your Account after your statement was produced.

Your statement contains important information about your Account. You should note that:

- Entries on your statement should be checked carefully. If you believe any entries or transactions are incorrect or not authorised by you, you should contact us as soon as possible.
- You should keep receipts of all of your transactions, so that you can check these receipts against your statement. Receipts will be available for each branch, ATM, or Internet Banking transaction that you conduct.

How to obtain information on your Account transactions			
Type of information	Description	Fee applicable	Number of transactions available
Regular Account statement	The statement that we regularly send to you.	No	All transactions since your last mailed statement
Additional copies of your regular Account statement (duplicate statement)	If you want extra copies of your regular Account statement sent to you or another person, you will need to tell us. We will commence mailing an additional statement as requested by you from the next regular statement date following your advice to us.	Yes	All transactions contained on your regular Account statement
Repeat statement	If you need an extra copy of a statement that has already been issued to you, you can order a repeat statement from a branch.	Yes	All transactions contained on your regular Account statement
Transaction History Enquiry – Internet Banking	A list of transactions which you can view or print from our website.	No	Details of your transactions for up to 12 months.
Ad hoc Account Statement – Internet Banking	The statement that you request to be mailed to you (and any other person who normally receives this statement) from Internet Banking.	No	All transactions since your last mailed statement
How to obtain information on your Account transactions			
Type of information	Description	Fee applicable	Number of transactions available
Transaction list – Branch	A list of transactions available on request over the counter at any branch.	Yes	All transactions since your last regular statement.
Direct Entry History Report	A list of Direct Credit/Debit transactions, Authority Payments and Internet Pay Anyone transactions	Yes	Details of Direct Entry transactions for the past 13 months

For terms and conditions applying to Internet Banking, refer to *Electronic Banking Terms and Conditions*.

Details of fees payable are set out in Chapter 5 of this PDS.

You can obtain a balance on your Account by making an enquiry through branches, ATMs, Internet Banking, or our Customer Contact Centre. Balance enquiries through non-BOQ ATMs will incur a fee.



**(b) Making deposits to your Account**

The "Account Benefits and Features" table in section 4.2 set out the deposit methods available on your Account.

**(i) Deposits through ATMs and branches**

If you make a deposit through any of our ATMs, or one of our branches, we will be responsible for the physical security of those funds from the time of the deposit. However, we must verify the amount of the deposit before crediting it to your Account. If there is any difference between what you say has been deposited to your Account, and what we have confirmed has been deposited, we will tell you the amount credited to your Account as soon as possible.

If you are depositing cash through an ATM, you must ensure that only notes, and not coins, are deposited. Cash deposited through an ATM will only be available for withdrawal once we have credited the amount to your Account.

**(ii) EasyCheque Deposits**

EasyCheque Deposit facilities are available at many of our branches. Only cheque deposits are accepted through our branch EasyCheque deposits facility (no cash or coin is accepted).

Cheques must be made payable to the Account holder or correctly endorsed to that person. Third party cheques that are not endorsed or verified might not be processed.

Deposits will not be accepted to accounts held at other banks or financial institutions.

Cheque deposits will generally be processed on the Bank Business Day that they are deposited. However, proceeds will not be available until the cheque has cleared.

The proceeds of any cheque deposit may not be available for 3 Business Days after the deposit is made. If the cheque is dishonoured at any time, we may debit your Account for the amount of the cheque.

If you are mailing a cheque deposit into your Account you should allow more time for it to reach us.

Deposits (other than by mail or cheque) will usually be credited to your Account on the next Business Day following the day of the payment.

Deposits made on Thursday evenings after 4.00 pm or on Saturdays will be processed on the next Bank Business Day.

Details of fees payable on cheques deposited through the EasyCheque deposit facility are set out in Chapter 5.

**(c) Making withdrawals from your Account**

You must not withdraw more than the available funds in your Account unless you make prior arrangements with us.

Normally, you will not be able to withdraw the value of a cheque you deposit until the cheque is cleared, even though the amount of the cheque may be credited to your Account. This rule also applies to cheques made payable to "cash" that are deposited to your Account. Overseas cheques and drafts lodged are not clear funds until paid by the overseas bank.

If you wish to withdraw a large amount of cash from a branch, you will be required to give the branch at least 24 hours notice.

Information on the Payment Services available for your Account (including those that allow you to make withdrawals) is set out in Chapter 6. The "Account Benefits and Features" table in section 4.2 explains the withdrawal methods available on your Account.

**(d) Overdrawing your Account**

Usually, you can only use your Account if it is in credit. We do not have to let you overdraw your Account. If we do, we may charge you interest calculated on the overdrawn daily balance.

You should:

- not draw against uncleared funds;

- not withdraw more than the available funds in your Account when no formal overdraft arrangements exist;
- ensure that you do not incur fees that will overdraw your Account when no formal overdraft arrangements exist; or
- not overdraw your Account beyond the agreed overdraft limit when formal overdraft arrangements do exist.

You cannot rely on us letting you overdraw your Account without prior arrangement. We do not have to pay things, for example orders or direct debits, for you where the value exceeds the balance of your Account.

If you have overdrawn your Account without our prior written approval, including where cheques you have deposited are dishonoured or transfer orders you have arranged with us are paid, you and we agree that you must repay the overdrawn amount to us within 7 days from the time that the Account is overdrawn (or further overdrawn), unless we make an alternative arrangement with you.

We can charge you interest and extra fees where your Account is overdrawn. We can deposit any interest that we owe you to the overdrawn Account. You can find out more information on the fees that will be charged in respect of overdrawn Accounts at Chapter 5. It is your responsibility to ensure you have sufficient funds in your account to meet any regular payment arrangements and/or cheques. If your prior end-of-day balance is insufficient to honour any or all of your regular payment arrangements and/or cheques, these transactions may be dishonoured and we may charge you a fee.

#### **(e) When your credit rating could be affected**

If your Account becomes overdrawn without arrangement, we will treat it as an application for credit by you. In these circumstances, we can give a credit reporting agency certain information about you. This information includes:

- your identification;
- that you have applied for credit, and the amount of the application;
- that we are a current credit provider to you;
- details of any payments that become overdue for more than 60 days and for which we have commenced collection action;
- that payments are no longer overdue;
- that in our opinion you have committed a serious credit infringement; and
- that credit provided to you by us has been paid or discharged.

## **4.7 Prize Payments**

We have set out below a brief overview of the amount and frequency of Prize Payments under the Save to Win Account™ Promotion. Please refer to the *Save to Win Account™ Promotion Terms and Conditions* for full details of the Prize Payment system. In particular, section 2.7 of the *Save to Win Account™ Promotion Terms and Conditions* sets out details of how the number of eligible entries for each Account is calculated, and section 2.9 of the *Save to Win Account™ Promotion Terms and Conditions* sets out the key dates on which the number and value of Prize Payments for a particular draw is announced and where these details will be announced.

For the first month in which an Account is opened, the Account holder will receive 150 entries into the next month's draw. Thereafter, each Eligible Account is allocated one entry to the Prize Draw for each whole dollar held in that Account based on the Minimum Monthly Balance, up to a maximum of 30,000 entries. However, if the Daily Closing Balance of your Account falls below \$250 at any time throughout the month, your Account will not be eligible for any entries into the next month's Prize Draw.

Winners will have Prize Payment(s) automatically credited to their Account along with interest payable on the Account on the last calendar day of the month that immediately occurs after the Drawing Date. Prize Payments will be noted as "interest" in winners' account statements. In the event of the account being closed after the applicable Drawing Date but before any Prize Payment(s) is credited, you will be provided the Prize Payment(s) via way of a cheque sent to your most recent postal address which we hold.

All Eligible Accounts will be automatically entered into the Prize Draw. If you do not wish your Account to be entered into the Prize Draw you must arrange for it to be closed before the date of the Prize Draw as set out in section 2.9 of the *Save to Win Account™ Promotion Terms and Conditions*.

The Prize Draw will be scrutinised by an independent third party in accordance with the relevant State and Territory trade promotion legislation.

**(a) Prize Payment Overview**

Three types of Prize Payments will be made on each Drawing Date:

- Major Prize Payment;
- Intermediate Prize Payment; and
- Minor Prize Payment.

**(b) Number of Prize Payments**

There will be one Major Prize Payment per month for the entirety of the Promotion Period;

The number of Intermediate Prize Payments for each month during the Promotion Period will be the greater of:

- 10; or
- 0.00025% of the total number of Eligible Entries for that month, rounded to the nearest whole number.

The number of Minor Prize Payments for each month during the Promotion Period will be the greater of:

- 200; or
- 0.00475% of the total number of Eligible Entries for that month, rounded to the nearest whole number.

**(c) Value of Prize Payments**

The value of the Major Prize Payment is the greater of:

- \$20,000; or
- 40% of the Accrued Moneys.

The value of the Intermediate Prize Payment is the greater of:

- \$25; or
- the amount determined using the following formula:

37%	X	(Total Prize Payment Pool - Major Prize Payment)
number of intermediate prize payments		

The value of the Minor Prize Payment is the greater of:

- \$5; or
- the amount determined using the following formula

63%	X	(Total Prize Payment Pool - Major Prize Payment)
number of minor prize payments		

**(d) Total Prize Payment Pool**

The Total Prize Payment Pool is the greater of the Accrued Moneys or \$30,000. For the first two prize draws of the Save to Win Account™ Promotion the Total Prize Pool will be \$30,000.

**(e) Examples**

Example 1

This example demonstrates how Prize Payments will be calculated if the Accrued Moneys is less than \$30,000. If the Accrued Moneys for a prize draw is \$14,000, the total prize pool for that draw is \$30,000 (see (d) above).

- Major Prize Payment

The Major Prize Payment is the greater of (using the formula set out in section 4.7(c) above):

$[40\% \times \$14,000] = \$5,600$ ; or

\$20,000.

The Major Prize Payment for that month will therefore be \$20,000.

- Intermediate Prize Payment

If there are 14 million Eligible Entries for the draw, the number of Intermediate Prize Payments drawn is the greater of (using the formula set out in section 4.7(c) above):

$$[0.00025\% \times 14 \text{ million}] = 35; \text{ or}$$

10.

The number of Intermediate Prize Payments is therefore 35, and the value of each Intermediate Prize Payment is the greater of (using the formula set out in section 4.7(c) above):

$$[37\% \times (\$30,000 - \$20,000) / 35] = \$105.71; \text{ or}$$

\$25.

The Intermediate Prize for that month for each Intermediate Prize winner will therefore be \$105.71.

- Major Prize Payment

If there are 14 million Eligible Entries for the draw, the number of Minor Prize Payments drawn is the greater of (using the formula set out in section 4.7(b) above):

$$[0.00475\% \times \$14 \text{ million}] = 713; \text{ or}$$

\$200.

The number of Minor Prize Payments is therefore 713, and the value of the Minor Prize Payment is the greater of (using the formula set out in section 4.7(c) above):

$$[63\% \times (\$30,000 - \$20,000)] = \$8.84; \text{ or}$$

\$5.

The Minor Prize for that month will therefore be \$8.84.

The Minor Prize for that month will therefore be \$8.84.

### Example 2

This example demonstrates how Prize Payments will be calculated if the Accrued Moneys is greater than \$30,000.

Assuming that the Accrued Moneys for a prize draw is \$70,000, the total prize pool for that draw is \$70,000.

- Major Prize Payment

The Major Prize Payment is the greater of (using the formula set out in section 4.7(c) above):

$$[40\% \times \$70,000] = \$28,000; \text{ or}$$

\$20,000.

The Major Prize Payment for that month will therefore be \$28,000.

- Intermediate Prize Payment

Assuming that there are 75 million Eligible Entries for the draw, the number of Intermediate Prize Payments drawn is the greater of (using the formula set out in section 4.7(b) above):

$$[0.00025\% \times 75 \text{ million}] = \$188; \text{ or}$$

10.

The number of Intermediate Prize Payments is therefore 188, and the value of the Intermediate Prize Payment is the greater of (using the formula set out in section 4.7(c) above):

$$[37\% \times (\$70,000 - \$28,000) \div 188] = \$82.66; \text{ or}$$

\$25.

The Intermediate Prize for that month will therefore be \$82.66.

- Minor Prize Payment

Assuming that there are 75 million Eligible Entries, the number of Minor Prize Payments is the greater of (using the formula set out in section 4.7(b) above):

$$[0.00475\% \times 75 \text{ million}] = \$3,563; \text{ or}$$

200.

The number of Minor Prize Payments is therefore 3,563, and the value of the Minor Prize Payment

is the greater of (using the formula set out in section 4.7(c) above):

$$[63\% \times (\$70,000 - \$28,000) \div 3,563] = \$7.43; \text{ or}$$

\$5.

The Minor Prize for that month will therefore be \$7.43.

**(f) Probability of winning**

Set out below are indicative probabilities relating to the chance of an Account holder winning a prize if they held 250 entries, 500 entries, 1,000 entries and 3,000 entries. The figures do not relate to the chances of winning for each entry held. The examples below are based on scenarios that reflect a given number of Eligible Entries.

Eligible Entries may change from month to month and therefore the probability of winning will also change.

Factors that will affect the number of entries to a particular draw include, whether:

- all Account holders are eligible for the draw (e.g. their Minimum Monthly Balance was less than \$250) in the previous month; or
- there are Accounts with a Minimum Monthly Balance of greater than \$30,000 (i.e. amounts in excess of \$30,000 did not attract entries into the draw); or
- new Accounts were opened during the month (those Account holders will receive only 150 entries into the draw, regardless of the funds held in their Account).

Scenario 1 – Total Eligible Entries 14,000,000					
Prize Type	Number of Prizes	Chance of winning a prize depending on number of tickets held			
		250	500	1000	3000
Major	1	0.00167%	0.00333%	0.00667%	0.02000%
Intermediate	35	0.06331%	0.12659%	0.25302%	0.75720%
Minor	713	1.18134%	2.34875%	4.64240%	13.29148%

Scenario 2 – Total Eligible Entries 75,000,000					
Prize Type	Number of Prizes	Chance of winning a prize depending on number of tickets held			
		250	500	1000	3000
Major	1	0.00033%	0.00067%	0.00133%	0.00400%
Intermediate	188	0.06265%	0.12526%	0.25035%	0.74920%
Minor	3,563	1.18067%	2.34741%	4.63974%	13.28355%

**4.8 Conclusion of the Save to Win Account™ Promotion and Subsequent Promotions**

At the conclusion of the Save to Win Account™ Promotion, all Prize Payments and Prize Draws will cease until a subsequent promotion is commence by BOQ.

For any periods during which a Save to Win Account™ Promotion is not conducted, Accounts will continue to operate on the same terms and conditions set out in this PDS, the Save to Win Account™ Promotion Terms and Conditions, the Personal Deposit – Interest Rates and the Electronic Banking Terms and Conditions documents, save the terms and conditions relating to Prize Payments and Prize Draws.

Subsequent promotions may be commenced by BOQ. We will automatically enter you into subsequent promotions if you hold an Account and meet the eligibility criteria at the time those promotion(s) are conducted. If you do not wish to be entered into any subsequent promotion(s), or do not accept the terms and condition for that subsequent promotion, you can advise us at any time in writing and we will remove you from the relevant promotion(s) by closing your Account.

## 4.9 Interest rates

We can change the interest rate applicable to the Account at any time.

### (a) Interest that we pay to you

If you have money in your Account, you may earn interest. Details of interest rates that apply to your Account are:

- printed on your Account statement (if applicable);
- set out in our *Personal Deposits - Interest Rates*;
- available on our website;
- available by contacting our Customer Contact Centre on 1300 55 72 72; and
- available at any of our branches.

### (b) How the interest you earn is calculated and paid

Interest on Accounts will only be paid into that Account.

#### *Tiered Interest*

Deposit interest is calculated on the daily closing balance of Accounts using the following formula:

Daily Closing Balance x Interest Rate% / 365

#### *Example of how daily interest is calculated on a tiered basis*

At the close of business on 1 May an Account has a balance of \$11,000. The interest rate applicable to Account balances is 1%.

Daily interest calculation for 1 May:  $\$11,000 \times 1\%/365 = \$0.027$

We calculate this interest:

- from and including the day that funds are deposited to your Account; and
- on the daily balance in your Account above any minimum that we tell you about (refer to section 4.2 and *Personal Deposits - Interest Rates*).

We pay interest monthly on the last day of the month on the Account.

### (c) Interest that we charge you

We can charge you interest if you overdraw your Account.

Interest will be calculated daily on the balance, and will be charged on the last day of the month, using our then current default interest rate, until the Account balance is positive again. Our current default interest rate can be found on our website [www.boq.com.au](http://www.boq.com.au) or obtained from your local branch.

## 4.10 When you stop using your Account

### (a) Inactive Accounts

If your Account has not been transacted on by way of a deposit or a withdrawal for 12 months or more and:

- the balance in your Account is nil, we may close your Account without notice to you;
- you have a credit balance up to \$500, we may close your Account by first giving you written notice and where possible, returning the funds in your Account to you, including by transferring the funds to another active Account. Where this is not possible, funds under a nominal amount may be donated to a registered charity.

### (b) Unclaimed money

If your Account has not been transacted on by way of a deposit or a withdrawal, excluding any bank charges or interest, for 7 years or more then we must treat the funds in your Account as "unclaimed money". This means that we will be required to forward any credit balances of \$500 or more to the Commonwealth Government (or any other amount that the Commonwealth Government advises from time to time). We will also close your Account at that time.

We will attempt to contact you prior to the account closure to inform you of the actions required by yourself to keep the account open, or alternatively allow you to discuss other account options that may be more suitable to your needs.

### **When we can operate on your Account**

In certain circumstances, we can operate on your Account. For example, we may make drawings on your Account to pay ourselves interest, fees and charges. We can also correct mistakes on your Account, without any notice to you.

We can determine the order of priority of payments from the funds in your Account.

If you close your Account before a Prize Payment you have won in the Save to Win Account™ Promotion is credited to your Account, we may re-open your Account or open another Account in your name for the purpose of crediting your Prize Payment. We will then draw a bank cheque for the amount against that account and forward this to your last known postal address, before closing the account.

### **Our right to combine Accounts**

We can combine the balances of two or more of your Savings or Transaction Accounts, even if the Savings or Transaction Accounts are held at different branches or in joint names. For example, if your BOQ cheque account has an unauthorised overdrawing, we might use money in your Account to reduce the amount you owe on the BOQ cheque account. However, this would not happen where, for example:

- we know the accounts are not held by you in the same capacity (e.g. where you have a personal Account and also an Account as trustee for a child);
- your debt to us arises from some business other than banking (e.g. a travel services business);
- we have specifically agreed to keep your accounts separate; or
- we are bound by a Code of Conduct not to do so (such as the Code of Operation for Centrelink Direct Credit Payments).

We will tell you if we have combined any of your accounts. We do not have to notify you before we exercise our right of combination.

You should not assume that an unauthorised overdrawn account will be combined by us with an account that is in credit (e.g. in order to cover cheques you have drawn on the overdrawn account) unless we have agreed to do so.

### **Closing Accounts**

If you ask us to by advising us in writing, we will usually close an Account that is in credit. A joint Account can be closed in the same way that the joint Account is operated, subject to our discretion.

We can close an Account that is in credit by giving you reasonable notice. If we do, we will pay you the credit balance after allowing for accrued interest, fees and charges.

If you cease to meet any of the eligibility criteria on the Account, for example, the balance in your Account falls below any prescribed minimum amount, we can close your Account without notice to you and transfer the funds to an alternative BOQ account, such as our Day2Day Plus Account®.

We may close your Account at any time without notice for any reason. Without limiting the reasons why we may do so, this may happen if:

- we reasonably consider you induced us to provide you an Account and/or issue you with a Card on this Account by fraudulent misrepresentation; or
- We believe the Account is being used fraudulently or in a way that may cause loss to you or us;
- We think your account is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of payment descriptions and/or references)
- We reasonably consider necessary, for example to comply with laws in Australia or overseas or card scheme rules, manage regulatory risk or, for a transaction, if your instructions are not clear
- We believe on reasonable grounds that you may be a person, or acting for a person:
  - With whom we are not permitted to deal with by law or a regulatory authority; and
  - In breach of law relating to money laundering or terrorism financing.

If we close your Account:

- all Cards will be cancelled; and
- you must immediately cancel any automatic payment authorities linked to your Account, Automatic payment authorities will continue until cancelled by you.

If we close an Account, we may charge you an amount that is a reasonable estimate of our costs of closure.

#### **(a) How we calculate your closing balance if your Account is in credit**

The credit balance of your Account is calculated as the current balance plus any deposit interest and Prize Payments, less any accrued account fees, debit interest and government charges applicable up to the closing date. Any monthly or quarterly fees will apply even though the Account has been open for only part of the month or quarter.

**(b) How we calculate your closing balance if there are uncleared funds or your Account is overdrawn**

If there are any uncleared funds in your Account at the time you ask us to close it, we are unable to pay those funds to you until they are cleared. If your Account has a debit balance, you must pay to us the balance plus any accrued debit interest, Account fees including monthly or quarterly fees, and any government charges less any credit interest and/or Prize Payments, applicable up to the closing date.

**(c) What you must do when you close your Account**

You may close your Account by:

- telling us in writing;
- returning all Cards on the Account (cut diagonally in half for your protection), including all additional Cards;
- cancelling all direct debits or credit arrangements; and
- paying the total amount owing (if any).

**4.14 Automatic re-entry into future Save to Win Account™ Promotions**

We will automatically enter you into subsequent promotions if you hold an Account and meet the eligibility criteria at the time of conducting those promotion(s).

If you are entered into any subsequent promotion, you will be deemed to automatically accept the terms and conditions for that subsequent promotion, the terms and conditions for which will be published on the Promotion Website.

If you do not wish to be entered into any subsequent promotion(s), or do not accept the terms and conditions for those subsequent promotion(s), you can advise us at anytime in writing, in which case we will remove you from the relevant promotion(s) by closing your Account.

If you have confirmed in writing that you do not wish to participate in any subsequent promotion(s), then from the date we receive confirmation that you do not wish to participate, you will be deemed ineligible to win any prizes in those subsequent promotion(s).

**5. FEES AND OTHER COSTS**

This document shows fees and other costs that you may be charged. These fees and costs may be deducted from your Account and from the Prize Payments and/or interest earned on your Account.

GST is not included and is not payable in respect of any fees and charges in this document unless otherwise stated. Potential tax implications are set out in sections 4.3 and 4.4(c).

You should read all of the information about fees and costs because it is important to understand their impact on your Account.

**5.1 Account operating fees and charges**

<b>Fees and Charges</b>	<b>Amount</b>
Account Maintenance Fee	Nil
Monthly Card Fee (Visa Debit)	N/A#
BOQ Balance Enquiry	Free
<ul style="list-style-type: none"><li>• Teller Withdrawals;</li><li>• Direct Debits;</li><li>• BOQ ATM/EFTPOS Withdrawals/Transfers;</li></ul> Internet Banking <ul style="list-style-type: none"><li>• Funds Transfer and BPAY;</li><li>• Single Pay Anyone Payments; and</li><li>• Funds Transfer to Third Party Bank of Queensland Accounts</li></ul>	Any 2 free per month then \$2 each
<b>ATM &amp; EFTPOS</b>	
Balance Enquiry via BOQ ATM and EFTPOS	Free
Other Bank ATM withdrawals	Free



ATM Operator Fee	As disclosed on the ATM at the time of the transaction
<b>Internet Banking</b>	
Multi Payment	\$1.50 for up to 10 payments (then \$0.19 for each additional transaction)
<b>Transfer Orders and Direct Credits</b>	
Transfer to Bank of Queensland Accounts	Free
Direct Credits	Free
<b>International Transactions</b>	
Overseas Bank ATM Withdrawal	N/A
Overseas Bank ATM Balance Enquiry	N/A
Foreign Currency Transaction Fee (Accounts linked to a Visa Debit Card)	N/A
Foreign Currency Transaction Fee (Accounts linked to a Credit Card)	N/A

# The Account can not be linked to a Visa Debit Card.

## 5.2 Electronic Banking

<b>Security Tokens for Internet Banking</b>	
Initial token issued for up to 2 Users on a profile	Free
Defective tokens	Free
Stolen token (police report required)	Free
Tokens required for any Delegated Users that are not a signatory to the profile	\$50.00 each
Additional token (if profile has more than 2 users)	\$50.00 each
Replacement tokens	\$50.00 each
<b>International Payments</b>	
International Payment request	\$20+ Pay Anyone Payment Fee. Additional fees may be deducted by other banks involved in the transfer
Cancellation of an International Payment	\$25.00
Amendment of an International Payment	\$25.00
Trace of an International Payment	\$40.00
<b>RTGS Payments</b>	
RTGS Payment request	\$20 + pay anyone payment fee. Additional fees may be deducted by other banks involved in the transfer.
Cancellation of an RTGS Payment	\$25.00
Amendment of an RTGS Payment	\$25.00
Trace of an RTGS Payment	\$40.00

### 5.3 International Services

<b>Bills for Collection – Received from Overseas</b>	
For collection and payment	0.30% of AUD value, minimum \$100.00, maximum \$800.00
Dishonour/Defer of inward collection	
Extension/representation of inward bill	\$70.00 including expenses
Release of goods/undertaking/Air way bill Release	\$80.00
Avalisation	\$80.00 plus customer's credit risk margin
Additional Correspondence	\$70.00 including expenses
Noting/Protesting	\$80.00 plus legal expenses
<b>Bills for Collection – Sent Overseas</b>	
<b>Cheques drawn on an overseas bank deposited to your Account</b>	
Cheque drawn on an overseas bank sent for payment prior to deposit (overseas bank fee deducted from proceeds)	0.2% of AUD value minimum \$50.00 plus expenses
Dishonour of cheque negotiated/sent overseas	\$35.00 plus other bank's fee where applicable
Documentary collection	0.25% of AUD value, minimum \$80.00 plus expenses
Dishonour of documentary collection	0.25% of AUD value, minimum \$80.00 including expenses
Tracers/Additional Correspondence	\$30.00 per enquiry
Financing	On application
<b>Drafts – In Foreign Currency</b>	
<b>Inward</b>	
Payable at another Australian financial institution	\$20.00 (plus other financial institution fee if applicable)
<b>Outward</b>	
Issued	\$25.00
Advice of fate	\$10.00 (plus transmission cost if applicable)
Replacement of lost draft or stop payment with refund	\$30.00
Repurchase	\$20.00
<b>Foreign Cheque</b>	
Cheque deposited prior to payment by an overseas bank	\$15.00
<b>Overseas Notes</b>	
Purchase by us	\$5.00 per currency
Sold by us	1% of AUD value minimum \$5.00 each currency
<b>Telegraphic Transfers</b>	
Additional fees may be deducted by other banks involved in the transfer.	
<b>Inward</b>	
For credit of an account with us	
Received in Australian dollars	\$10.00
Received in foreign currency	\$10.00

<b>Outward</b>	
For credit of an account with another financial institution.	
In Australian dollars	\$30.00
In foreign currency	\$30.00
Recall of telegraphic transfer	\$25.00
Trace of telegraphic transfer	\$40.00
Rejected telegraphic transfer (repair)	\$25.00
<b>Travellers Cheques</b>	
Issue	1% of AUD value minimum \$10.00 each applicant for each currency
Negotiation (encashment)	\$7.00 per currency

#### 5.4 General Services

<b>Account Access Cards</b>	
Cards replaced within Australia	\$15.00 each card
Cards replaced outside Australia	\$75.00 each card
Charged whenever a lost or stolen Account Access Card is replaced	
<b>Bank Cheque Fee</b>	
Each cheque issued	\$10.00
Each cheque repurchased	\$15.00
Each replacement cheque issued	\$25.00
<b>Bills for Collection – Local</b>	
Inward or Outward (all items)	\$30.00
By personal delivery	\$60.00 each hour minimum \$30.00 (plus expenses)
<b>Certificates</b>	
Certificate of account balance or interest paid/received	\$10.00 each
Audit Certificate	\$30.00 each
Other certificates (e.g. details of assets held)	\$60.00 each hour minimum \$30.00
<b>Coin Handling Fee</b>	
Bulk Coin	\$10.00 per bag
Bagged Coin	\$0.50 per bag minimum \$2.50
Unsorted, unbagged coin	5% of value minimum of \$10.00
<b>Deposit Books</b>	
Each bound Duplicate or Triplicate book	\$4.00

<b>Electronic Transaction Error Correction Fee</b>	
Payable when the Bank is requested by you, or the recipient Financial Institution or Biller, to correct an error you have made with a BPAY payment, Pay Anyone transaction, Direct Credit/Debit transaction and Multi Payment transaction	\$30.00
<b>Photocopies</b>	
Each page, excluding statements	\$0.20
<b>Statements</b>	
Duplicate statement – each statement*	\$3.00
Statement ordered at a branch – each statement*	\$3.00
Statement ordered through Internet Banking*	Free
Statement sent to overseas address – each statement*	\$5.00
Repeat of previously issued statement – each statement <sup>^</sup>	\$6.00 or \$60 each hour
Faxed statement – each statement <sup>^</sup>	\$2.25
Other statement fees may also apply	
Transaction list issued at a branch – each list	\$2.00
* These fees will be charged to your account monthly on the last day of the month or on the date you close your account.	
<sup>^</sup> These fees are charged to your account on the day you request the service.	
<b>Stop Payments</b>	
Direct Debits	Free
This fee is payable for either a temporary suspension or a permanent cancellation of the Direct Debit payment.	
<b>Telegraphic Transfers – Within Australia</b>	
Other financial institutions involved in the transfer may deduct additional fees.	
Outward	\$30.00
Inward	\$10.00
<b>Trace Request</b>	
For each request to perform a trace on any transaction type.	\$15.00
<b>Transfer Fees to accounts at another Australian Financial Institution</b>	
Periodical Transfer Fee – each payment	\$3.50
Bank Transfer fee (staff assisted) – each payment	\$5.00

<b>Transfer Fees to accounts at BOQ</b>	
Periodical Transfer Fee – each payment Excludes payments made via Internet Banking	Free
<b>Unclaimed Funds Fee</b>	
Charged when an account has been inoperative for 7 years or more as at 31 December	30.00
<b>Vouchers and other records for searching</b>	
Location and photocopying – each search	\$12.00
General search of records	\$60.00 each hour minimum \$30.00
Direct debit validation search enquiry	\$30.00

## 6. PAYMENT SERVICES

### 6.1 Payment Services

Payment Services are available on many of our products, including this Account. These terms and conditions deal only with Payment Services as they apply to the Accounts described in this PDS.

### 6.2 Branches

At a branch you can:

- submit a Save to Win Account™ Application Form;
- be issued with an Account Access Card;
- check Account balances;
- get details of your transactions;
- order a statement;
- order a transaction list;
- make withdrawals;
- transfer funds;
- cash cheques;
- deposit cash or cheques;
- purchase bank cheques, overseas drafts, or traveller's cheques;
- sign up for Internet Banking;
- apply for a wall safe or safe custody facility; and
- ask for information about products that may suit you.

### 6.3 ATMs

#### (a) Features and benefits

A Card can be used to access your Account at any domestic ATM that accepts our Cards. You will find our ATMs outside many branches and at other convenient locations.

Using a Card and PIN you can:

- withdraw cash;
- deposit cash (notes only) and cheques;
- transfer money between linked Nominated Accounts; and
- check Account balances.

**(b) Risks**

You should ensure that other people do not observe you entering your PIN. Once your PIN is known by another person, they can make Unauthorised Transactions on your Nominated Accounts. In some circumstances you will be liable for those transactions (refer to chapter 7).

Money is at your risk as soon as it becomes visible or available at an ATM.

Please refer to section 7.5 if you think your security has been compromised.

**(c) Some rules about ATMs**

You can also access your Nominated Accounts using the ATMs of most other financial institutions. While you may not be able to perform every type of transaction at these ATMs, you can check your Account balance and withdraw cash.

When using one of our ATMs, the minimum cash withdrawal in any transaction is \$20 (subject to the necessary note denominations being available).

The maximum amount of cash you can get through ATMs on any one day is a total of \$1,000 per Card or Credit Card (your daily cash limit). EFTPOS have their own limits – see section 6.6(c).

When another financial institution's ATM is used, the maximum and minimum withdrawal amounts are determined according to the relevant institution and you may incur an ATM Operator Fee for each transaction. If an ATM Operator Fee is applicable it will be disclosed on the ATM screen at a point in the transaction which allow you to opt-out of the transaction without incurring any charge. The ATM Operator Fee includes Balance Enquiries. We are not responsible for any restrictions or conditions on the use of an ATM imposed by any other financial institution.

ATM transactions are processed as soon as practicable after the transaction. This is not necessarily the same day as the transaction.

**6.4 Bank Cheques**

**(a) Features and Benefits**

A "bank cheque" is a cheque that a bank draws on itself.

Bank cheques are generally treated in the same way as ordinary cheques. Although many people regard bank cheques as cash, in certain circumstances the bank cheque might not be paid by the bank that issues it. Banks who are members of the Australian Bankers' Association (including us) have adopted the following policy in relation to bank cheques:

**(i) Forged or unauthorised bank cheques**

If the signature of an officer of a bank is forged or placed on a bank cheque without the bank's authority, the bank is not legally liable to honour it.

**(ii) Bank cheque materially altered**

A bank will dishonour a bank cheque which has been fraudulently and materially altered. A bank will cooperate with any holder of a cheque, or a person who is about to receive it, who wants to verify that the cheque is a valid bank cheque.

**(iii) Bank cheque reported lost or stolen**

Where a bank is told that a bank cheque is lost or stolen and is satisfied that this is the case, the bank will not honour it if it is presented for payment by a person who has no right to it. The bank can provide a replacement bank cheque for a fee.

**(iv) Court order restraining payment**

A bank must observe an order of a court restraining the bank from paying its bank cheque which is presented for payment while the order is in force.

**(v) Failure of consideration for the issue of a bank cheque**

Where a bank has not received payment for issuing a bank cheque to a customer (e.g. the customer's

cheque to the bank in payment for the bank cheque is dishonoured), the bank will refuse to pay the bank cheque if the person presenting the bank cheque for payment:

- has not given value for it (e.g. the bank cheque is stolen); or
- has given value for it but at the time of doing so he or she knew the bank had not been paid for the bank cheque (e.g. that the cheque in favour of the bank had been dishonoured).

Details of our fees for the issue of a bank cheque or a replacement bank cheque are set out in Chapter 5.

## 6.5 Cheques

### (a) Features and benefits

Cheques allow you to make payments to other parties if you do not wish to pay by cash or electronic means. Cheque payments are not available on this Account, however, you can deposit cheques drawn against other accounts into the Account.

### (b) Risks

If a cheque is endorsed with the words "or bearer" included on it, any person who has possession of it may obtain payment of the cheque, even if that person found it or stole it. If the words "or bearer" are crossed out, only the person named on the cheque can obtain payment.

If a cheque is crossed (i.e. draw two parallel lines across the surface of the cheque), the drawer of the cheque is instructing us not to cash it over the counter. If the drawer does not cross the cheque, we may cash the cheque over the counter at any of our branches.

If the drawer marks a cheque "not negotiable", where the cheque is transferred, the person who obtains the cheque has no greater rights than the person who transferred it to him or her. If the cheque is not marked "not negotiable", a person who innocently obtains the cheque from someone not entitled to it may obtain payment of the cheque.

### (c) Other important information

#### (i) What is a cheque?

A cheque is a written order to a financial institution to pay a sum of money on demand.

#### (ii) Time taken for clearing a cheque

Cheque clearance involves several steps, which can take a number of days. The usual time for clearance of a cheque is between 3 and 5 Business Days. You should ask us for an estimate of the time it will take if you need to know. An arrangement for special clearance on cheques is not available. We are unable to arrange for a cheque to be cleared faster than the usual time for clearance.

Normally, you will not be able to withdraw the value of a cheque you deposit until the cheque is cleared, even though your Account may be credited with the proceeds of the cheque. This rule applies even to cheques made payable to "cash".

#### (iii) Third party cheque deposits

Cheques can normally only be deposited into the Account of the person or company named as the payee on the cheque.

If you are depositing a cheque to your Account, and you are not the person named in the cheque, please ensure that the payee transfers ownership of the cheque to you by signing the back of the cheque in the following manner:

Please pay [your Account name]

Signed [payee's signature]

We can ask you at the time you deposit the cheque, how you received the cheque, and make enquiries with the payee or the person who drew the cheque, to ensure that the cheque has not been lost or stolen.

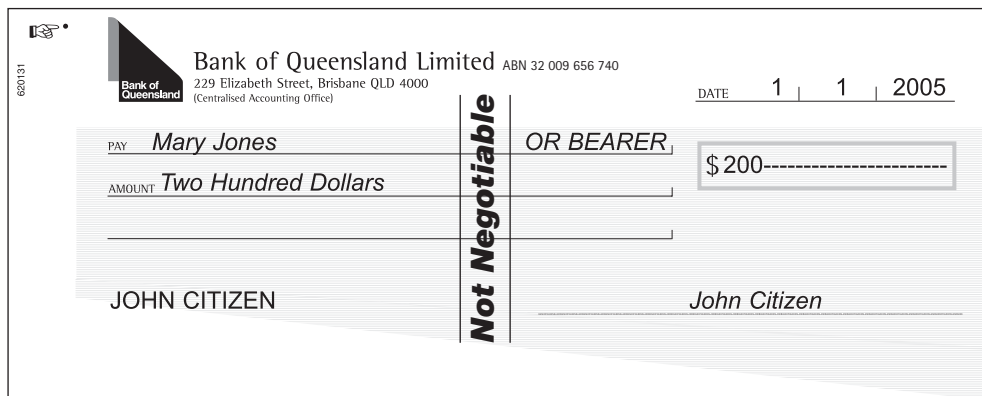
If the cheque has not been properly signed over, or if a satisfactory explanation as to how you received the cheque has not been given to us, we may refuse to accept the deposit

**(iv) What is the effect of crossing a cheque?**

If you cross a cheque you are telling a financial institution not to cash it over the counter. The cheque must be paid to a customer's Account at a financial institution. If a financial institution does cash the cheque it can be liable for any loss suffered by the true owner.

Crossing a cheque means drawing across the face of the cheque two parallel lines, with or without the words "not negotiable" between them. A crossing may be added by you when you make out a cheque or by any person who obtains possession of your cheque.

This is an example of a properly crossed cheque:



**(v) How to open a crossed cheque**

Once a cheque has been crossed, it can only be "opened" by the person who originally made out the cheque. By opening the cheque, the holder of the cheque will be open to cash it over the counter at a financial institution. A cheque can be opened by striking out the crossing, adding the words "pay cash" and then signing (not initialling) the alteration.

**(vi) What is the meaning of "not negotiable"?**

The words "not negotiable" between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the person who obtains the cheque has no greater rights than the person who transferred it to him or her.

For example, your cheque might be stolen and then passed on by the thief to another person. That person might then obtain payment of the cheque.

In this example, if the cheque was crossed and marked "not negotiable", the person from whom the cheque was stolen might recover the amount of the cheque from the person who obtains payment of the cheque, even though that person may not have done anything wrong.

**(vii) What is the meaning of "account payee only"?**

These words on a cheque are a warning to a financial institution with whom the cheque is deposited that the cheque should be paid only to the person named on the cheque as payee. If that financial institution pays a different person, it can be liable to the true owner, unless the financial institution acted in good faith and without negligence (e.g by making enquiries and receiving a reasonable explanation).

The words "account payee only" do not prevent the transfer of a cheque.



(viii) **What is the significance of deleting "or bearer"?**

Cheques are generally printed with the words "or bearer" appearing at the end of the line on which you put the name of the person to be paid.

For example:

620131

Bank of Queensland  
229 Elizabeth Street, Brisbane QLD 4000  
(Centralised Accounting Office) ABN 32 009 656 740

DATE 1 | 1 | 2005

PAY William Johnson ~~OR BEARER~~

AMOUNT Twenty Dollars \$ 20-----

JOHN CITIZEN John Citizen

The words "or bearer" mean that (except in cases where the cheque is crossed and must therefore be collected by a financial institution) we have authority to pay it to any person in possession of it, even if that person found it or stole it, unless we have reason to suspect that the cheque might have fallen into the wrong hands.

If you wish to alter this by making the cheque an "order" cheque, the simplest course is to cross out the words "or bearer" which are printed on the cheque. The words "to the order of" can also be inserted before the name of the payee, but if this is done the words "or bearer" must still be crossed out.

If the cheque is an "order" cheque then we only pay it to:

- the named payee; or
- any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

This is an example of a cheque made payable to "order":

620131

Bank of Queensland  
229 Elizabeth Street, Brisbane QLD 4000  
(Centralised Accounting Office) ABN 32 009 656 740

DATE 1 | 1 | 2005

PAY Australia Post ~~OR BEARER~~ or order

AMOUNT One Thousand Dollars \$ 1,000-----

JOHN CITIZEN John Citizen

(ix) **Cheques unpaid or "dishonoured"**

Your cheque could be unpaid or "dishonoured" in certain circumstances, such as where:

- there is not enough money in the drawer's account to cover the cheque;
- there is some irregularity with your cheque. For example your cheque is unsigned, is more than 15 months old, is post-dated (i.e. bears a date that has not arrived), or has been materially altered (e.g. by a change of the amount originally stated in it) and you have not signed the alteration;
- the drawer of the cheque has instructed us to stop payment of your cheque;
- we have received notice of the drawer of the cheque's mental incapacity or death;
- all transactions on either your or the drawer's account have been stopped; or
- the drawer's account or your Account has been frozen where required by law or court order.

If a cheque you have deposited is dishonoured, we will tell you. We will reduce the balance of your Account by the amount of the cheque if we have already credited your Account with that amount.

Details of our fees are set out in Chapter 5.

## 6.6 EFTPOS

### (a) Features and benefits

You can use your Card and PIN to pay for goods and services and withdraw cash at the same time from many retail and service outlets. Please note that some outlets do not give out cash. You may access your Account through domestic EFTPOS facilities but not EFTPOS facilities in countries other than Australia

### (b) Risks

You should ensure that other people do not observe you entering your PIN while using EFTPOS facilities. Once your PIN is known by any other person, they might be able to make Unauthorised Transactions on your Nominated Account. In some circumstances you will be liable for those transactions (refer to chapter 7).

Merchants do not have to accept your Card, and might not allow you to withdraw cash even if they do allow you to purchase goods and services with your Card. We have no control over the hours during which a Merchant operates nor the hours during which the Merchant will accept your Card.

### (c) Some rules about EFTPOS

As set out in section 4.2, Accounts can be accessed using EFTPOS.

Unless you have made arrangement with your branch for an increased limit, then the maximum amount of funds (including case out) you can obtain through EFTPOS on any one day is a total of \$1,000 per Card. Some goods and services might not be able to be purchased using a Card. Use of a Card might be subject to other limitations placed on its use by the Merchant or other institutions. We are not responsible for goods or services obtained from a Merchant using a Card.

EFTPOS transactions are processed as soon as practicable after the transaction, but not necessarily the same day as the transaction.

## 6.7 Internet Banking

Internet Banking is available on your Account. Please refer to the Internet Banking terms and conditions as set out in Electronic Banking Terms and Conditions.

## 6.8 Direct Debits

### (a) Features and benefits

A direct debit arrangement is an agreement between you and a merchant in which you preauthorise the merchant to bill your Card or Account at predetermined intervals (e.g. monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each transaction. For example, you may ask your local gymnasium to charge your monthly gym membership fee to your Credit Card or Account each month.

Some benefits of a direct debit arrangement are:

- it ensures timely payments are made to the merchant;
- it saves you time as direct debits are processed automatically;
- it may save you money when compared to other payment methods, such as cheques and money orders.

You should be aware however, if there are insufficient funds in your Account to cover the direct debt, you may be liable for both late payments fees charges by the merchant and additional bank fees will also apply.

Accounts may be direct debited. You will need to enter into a direct debit services agreement with the person who will be debiting your Account. We will then allow that person to debit your Account in accordance with that agreement.

**(b) Some rules about Direct Debits**

To institute a direct debit arrangement, you will need to give your personal details, such as your Account number and BSB to the person who will be debiting your Account.

You are encouraged to maintain a record of any direct debit arrangement you enter into with a merchant. A template record is available from the Australian Payments Clearing Association website, [www.apca.com.au](http://www.apca.com.au).

To change an existing direct debit arrangement (e.g. to change the account to be debited), you should contact the merchant at least 15 days prior to the next scheduled payment.

Should your Card number be changed (i.e. as a result of lost or stolen card) you must request the merchant to change the details of your existing direct debit arrangement otherwise direct debits may not be honoured by us or the merchant may stop providing the goods and/or services.

Should the merchant fail to act in accordance with your instructions you may have rights to dispute. A change in Account details letter can be found at the BOQ website, <http://www.boq.com.au/cardswitching.htm>. We recommend you keep a copy of any change in account details letter sent to your merchant and your direct debit service agreements. This correspondence will be required if your merchant does not comply with your request in a timely manner and you decide to dispute any incorrectly charged direct debits. Any issues with your direct debits, including the failure of the merchant to act on a change in Account details advice, should be taken up directly with your merchant first.

**(c) Cancelling a direct debit**

If the direct debit is set up drawing on your BSB and Account number, you may instruct us to cancel the direct debit on your behalf. If you instruct us to cancel the direct debit, we will prevent the previously authorised party from debiting your Account and we will advise that party's financial institution that we have done this. We recommend that you also contact the party that debits the payment to inform them that the direct debit has been cancelled.

**6.9 Direct Credits**

**(a) Features and benefits**

You can authorise any person (e.g. your employer) to electronically credit funds to your Account. You will need to enter into formal arrangements with the person who will be crediting your Account.

**(b) Some rules about direct credits**

To institute a direct credit arrangement, you will need to give your personal details, such as your Account number, to the person who will be crediting your Account.

If you wish to stop the direct credit arrangement, you will need to instruct the person who will be crediting your Account directly. We are unable to stop direct credits from being deposited into your Account.

If you close your Account, and do not notify the person who will be crediting your Account of your new bank account details, any funds credited to your old Account will automatically be sent back to the person crediting your Account.

## 6.10 Transfer orders

### (a) Features and Benefits

You can arrange for us to transfer payments from your Account automatically, so that you do not have to remember to make the payments yourself. This service is particularly useful for making loan payments, either to us or to another financial institution.

This service is available on Accounts.

Unlike direct debits, the person you are paying does not need to know your personal details, such as your Account number (unless the person you are paying is us).

You can instruct us to cancel the service, however you must tell us at least 1 Bank Business Day before your next periodical payment is due.

### (b) Risks

We will attempt to make payments on the days you tell us to. However, we are not responsible for:

- failing to make a payment;
- making a late payment; or
- any other failure to follow your instructions.

If we do not make the payment, you are still responsible for making that payment.

You must ensure that there are sufficient cleared funds in the Account when the payment is due. If there are not sufficient funds, the payment may not be made.

If you do not tell us of cancellation of a transfer order at least one Bank Business Day before the next payment date, we may make that payment regardless of your instruction not to do so.

### (c) Stopping a transfer order

If you have set up a transfer order from your Account, and you want to stop a specific transfer, you will need to tell us in writing at least one Bank Business Day before that transfer is due and tell us:

- the amount of the transfer;
- the payee;
- when the transfer is due; and
- your Account that the transfer is to be deducted from.

### (d) Other important information

The funds will be transferred from your Account on the day the transfer is due. If your transfer is going to an account at another financial institution or to a Credit Card, even if the transfer is due on a Bank Business Day, we may not be able to pay it until the next Business Day.

We can cancel your instruction for a transfer order at any time by telling you in writing. We will also stop payments in other circumstances, (for example, death or bankruptcy).

## 6.11 Mail deposits

### (a) Features

You can make cheque deposits to your Account if you are unable to get to a branch by mailing your cheque to us. Reply-paid envelopes and deposit slips are available free of charge through your local branch. You cannot make cash deposits to your Account by mail.

### (b) Risks

Your cheque will not be credited to your Account until it is received by us. We are not responsible if your cheque deposit is lost in the mail. Please refer to section 6.5(c) for other important information about cheques.

## 6.12 Telegraphic transfers

### (a) Features and benefits

We can transfer funds electronically to other banks within Australia and overseas. We will send the transfers to the payee's bank through other Australian and overseas financial institutions. Normally, we expect the overseas payment to arrive within 48 hours, but processing times can vary.

### (b) Risks

We cannot guarantee when delivery of funds made by telegraphic transfer will arrive. If a payment is required to be made by a certain time, you must ensure that it is received by that time, even if you have instructed us to make payment by telegraphic transfer and we have not done so, or it has not arrived on time.

We do not accept liability if a telegraphic transfer is not made, is late, or we fail to follow your instructions.

If we do not make the payment, you are still responsible for making that payment.

## 6.13 Bank drafts

### (a) Features and benefits

A draft is a cheque issued by us in foreign currency which is payable at an overseas bank. We can issue drafts within 7-10 Business Days in all major currencies. Drafts are an economical method of making payment to someone overseas.

### (b) Risks

If a bank draft is lost or stolen, you should contact us immediately. We will arrange to stop payment and issue a replacement. However, if the cheque has already been paid, you will not be able to obtain a replacement of the draft, or a refund of the amount you have paid for the bank draft.

## 6.14 Foreign currency cheque deposits

### (a) Features and benefits

Subject to our approval, you can lodge foreign currency cheques for credit to your Account. We will convert the foreign currency amount to Australian dollars. Usually the exchange rate is applied on the day the cheque is credited to your Account. Foreign currency cheques usually take 8 weeks to be cleared, but may take longer. You will not have access to the funds represented by the cheque until it is cleared.

### (b) Risks

Like all cheques, a foreign currency cheque can be dishonoured. Because the exchange rate that is applied to your cheque is the rate on the day the cheque is credited to your Account, the exchange rate may be more or less favourable to you than when you requested the foreign currency cheque, or when you first received the cheque. This means that the cheque may be worth more or less to you at the time of crediting to your Account than when you received it.

## 6.15 Foreign currency sales and purchases

### (a) Features and benefits

We can buy from you, or sell to you, foreign currency notes (subject to any restrictions imposed by the issuing countries). You can order foreign currency notes from any branch on a pre-paid basis. Orders are subject to currency being available to us. You will need to give us reasonable notice if you want to order foreign currency. Purchases are subject to certain currency and denomination restrictions.

### (b) Risks

#### (i) Exchange rate risk

Different exchange rates apply for buying and selling foreign currency. We calculate both sales and purchases on the rate applying at the time of the sale or purchase. If you sell foreign currency to us, the exchange rate applying at the time we purchase the currency may be more or less favourable to you than the time at which you purchased the foreign currency. The sale of foreign currency by you may result in a loss to you. If we sell foreign currency to you, the exchange rate applying at the time you buy the currency may be more or less favourable to you than the time at which you spend the foreign currency. This means that when you spend the foreign currency, it may be worth less to you. Particular foreign currencies might not be available to purchase at the time you wish to do so.

#### (ii) Counterfeit foreign currency notes risk

Should any foreign currency notes purchased from you subsequently be found to be counterfeit you authorise us to:

- (a) Debit your Account with the counterfeit foreign currency note value in Australian dollars. The Australian dollars debit amount will be calculated on the selling exchange rate applying at the time of the discovery by us of the counterfeit foreign currency notes; and
- (b) Provide any counterfeit foreign currency notes to the relevant government agencies and authorities. You acknowledge that our discovery of any counterfeit foreign currency notes bought from you may result in a loss to you.

## 6.16 Fees and Charges

You can find details of fees and charges applicable to particular Payment Services in Chapter 5.

## 7. ELECTRONIC ACCESS METHODS

### 7.1 Terms and conditions of Electronic Access Methods

You are bound by the terms and conditions relating to the use of an Electronic Access Method, when you first use it and each subsequent use of the Electronic Access Method constitutes acceptance of the terms and conditions then in force.

In this chapter, a reference to "you" includes all Authorised Users accessing your Account where the context allows, unless stated otherwise, and "your" has a corresponding meaning.

### 7.2 Some rules about your Card

These rules apply to all transactions involving the use of a Card and PIN.

#### (a) Your Card and PIN

You will receive a Card when you open your Account. For Account Access Cards, you may be required to acknowledge receipt of the Card by signing an acknowledgment at the branch where the Card is issued.

A Card is valid only if it has been signed by you and is used during the validity period shown on the face of the Card. You must destroy any Card that is no longer valid by cutting it diagonally in half. For Cards with chips, the chip should also be cut in two.

A PIN will be set at time of issue either at your branch for Account Access Cards, or via a letter mailed to you separately after your Visa Debit Card has been issued. A PIN is a 4 digit number.

At any time the PIN can be changed by going into your branch. You should change your PIN if a record of the PIN has been lost or stolen. You should also report your card lost and/or stolen to BOQ's Contact Centre. Refer to section 7.5 for more details on how to report your card(s) lost or stolen.

Section 7.4 provides some guidelines on how to protect your Card and section 7.7 sets out some important information on your liability for Unauthorised Transactions.

**(b) Using your Card**

You agree that we can debit your Account with all transactions performed using your Card other than as set out in section 7.7.

We may assign any date we consider appropriate to a debit or credit to your Account (except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs).

We credit deposits to your Account as soon as practicable after we receive them. This is not necessarily the same day that you pay.

When you perform a transaction at an ATM or EFTPOS terminal, you authorise us to act on the instructions entered into the terminal. When making purchases using EFTPOS you should ensure that the transaction amount is correct before you accept the transaction. By pressing the "OK" button you indicate your agreement that the transaction is correct.

When you are withdrawing cash at a branch you may be required to provide a second form of identification, such as a passport or driver's licence before we process the withdrawal.

**(i) At a merchant**

You can normally use your Card to obtain goods and services at Merchants (such as shops, restaurants and theatres) in Australia.

We have no control over the hours a Merchant may be open for business. The hours during which an EFTPOS terminal will be available may therefore vary in accordance with the Merchant's opening hours. In addition, a Merchant may charge for EFTPOS transactions.

**(ii) All transactions**

We are not responsible for goods or services obtained by using the Card, unless the law makes us liable. If you have a complaint or concern about goods or services purchased with your Card, you must resolve them directly with the Merchant. Transaction limits on Cards

**(c) Transaction limits on Cards**

The transaction limits on Cards are set out in sections 6.3 and 6.6.

The maximum cash withdrawal limits in those sections do not apply when you make a withdrawal over the counter in a branch.

You will be advised of the maximum cash withdrawal limit when the Card is issued, and you will be advised of any subsequent changes we make to that limit.

**(d) Vouchers and Receipts**

When you use your Card, the Merchant or financial institution or any other party you are using the Card with, is obliged to give you a receipt.

You must check the correct amount is entered in an EFTPOS terminal before you authorise the transaction. You must also check that the amount on any receipt received is correct.

You agree that the amount shown on any cash withdrawal receipt or transaction record is sufficient evidence of the cash price of the goods or services or the amount of the withdrawal to which that transaction record relates.

You should keep all transaction records given to you by Merchants and financial institutions, or issued by ATMS, to help you check statements.

**(e) The Card remains our property**

The Card remains our property and you agree to return the Card to us on its cancellation or at our request.

**(f) Card cancellation**

We can cancel your Card and suspend the operation of an Account for any reason at any time, without notifying you beforehand if (among other things):

- we believe that continued use of the Card may cause a loss to you or us; or
- we reasonably consider that you fraudulently induced us to issue the Card.

Once you are notified of the cancellation, you must not use any cancelled Card. You must destroy your Card by cutting it diagonally in half and returning it to us immediately.

You can contact us to cancel your Card or any additional Card at any time by calling 1300 55 72 72 or +61 7 3336 2420 if you are telephoning from outside of Australia or by destroying the Card by cutting it diagonally in half and returning the Card to us. A cancellation might not be effective until the Card has been returned to us.

If the Card has been cancelled or the Account closed, you will remain liable for transactions made using the Card prior to or after its cancellation or closure of the Account. Except that you will not be liable for the continuing use of an additional card from the later of:

- (i) the date you request us to cancel the additional Card; and
- (ii) when you have taken all reasonable steps to have the additional Card returned to us.

**(g) Card re-issue**

We can issue a new Card to you at any time. All re-issued Cards are subject to these terms and conditions. We reserve the right not to re-issue a Card. Fees may apply to the re-issue of Cards – see Chapter 5.

**7.3 Some rules about Electronic Access Methods**

**(a) When these rules apply**

These rules apply when you or a Related Account User uses a Card, Identifier or Code to access your Account. Examples of Electronic Access Methods are using a Card and PIN at ATMs, EFTPOS terminals and branch teller terminals.

**(b) Access to your Nominated Accounts**

Unless you or a Related Account User has notified us that:

- the Card has been misused, lost or stolen or the security of a PIN has been breached you agree that we are entitled to allow operations on your Nominated Accounts where your Card is used and the correct PIN has been provided; or
- the components of an Electronic Access Method have been misused, lost or stolen or the security of one of your Codes has been breached, you agree that we are entitled to allow operations on your Nominated Accounts where the correct Identifiers and Codes have been provided.

You, the account holder, acknowledge and accept that we cannot verify by way of signature comparison whether the person accessing your Nominated Accounts using the Card or Codes is you or a Related Account User.

**(c) Nominating Accounts for Electronic Transactions**

You, the account holder, must specify Nominated Accounts at the time you apply for the Electronic Access Method. You can nominate different accounts for different Electronic Access Methods but you must nominate at least one account for each access method.

You, the account holder, can make a written application to us to alter the Nominated Accounts at any time. The alteration will be effective on our approval of the request. We will provide written confirmation to you when any alteration is made to the Nominated Accounts.

If you notify us in writing of deletion of an account from your list of Nominated Accounts, we will no longer be entitled to debit or credit that Nominated Account using an Electronic Access Method.

You can only perform transactions on an account that has been nominated for access using the particular Electronic Access Method. Transfers cannot be made from Bonus Interest Savings Accounts or Premier Investment Accounts.



**(d) Fees and charges**

Fees and charges for conducting transactions using Electronic Access Methods are contained in Chapter 5.

You, the account holder, agree to pay all fees, government charges, taxes and duties that can be imposed in respect of your use of the Electronic Access Method.

We will debit all fees and charges for all Electronic Access Methods to the account from which the transfer is made. The fees are charged to your account at the end of each month.

You, the account holder, are responsible for any telecommunication charges and Internet service provider charges to enable you to access an Electronic Access Method.

**(e) Availability of the Electronic Access Method**

We will use reasonable efforts to ensure that you can access your Accounts using ATMs and Internet Banking 24 hours a day, other than during scheduled maintenance and downtime, which we will aim to conduct outside of normal business hours.

We will maintain electronic banking access to your Accounts unless:

- our Electronic Equipment malfunctions or is unavailable;
- a Merchant refuses to accept your Card;
- at least one of your accounts is overdrawn or will become overdrawn without prior arrangement, or is otherwise considered out of order by us;
- we believe that access to the Electronic Access Method may cause loss to you or to us;
- we believe that the security of the Electronic Access Method or our systems has been compromised;
- access is unavailable due to electrical short circuit, power failure, telecommunications failure or fault, industrial dispute, act of God or other causes beyond our control;
- access is unavailable due to emergency or unscheduled maintenance.

We can, at any time, change:

- whether the Account can be operated using an Electronic Access Method;
- without notice to you, the types of transactions you can perform using an Electronic Access Method;
- the types of Electronic Equipment that can be used to provide access; and
- the hours during which an Electronic Access Method or any part of it is available to you.

If due to a service fault or difficulty with BOQ ATMs or Internet Banking, you do not receive confirmation that the service has received your instructions, you must notify us immediately by telephoning 1300 55 72 72 or +61 7 3336 2420 if you are calling from outside Australia.

**(f) Warranties**

We do not warrant:

- that the Electronic Access Method will be available at all times, will be uninterrupted or error-free; or
- the quality, accuracy or fitness for any particular purpose of the Electronic Access Method.

**(g) Protecting your Electronic Access Methods**

The security of a Card, PIN, Personal Access Code and Value Authorisation Code is important as anyone who has them may be able to make transactions on your Account. You must make every effort to ensure that your Card and Codes are not misused, lost or stolen.

**7.4 Protecting your Card, PIN and other Codes**

**(a) Protecting Card and PIN**

To protect the Card you must:

- sign it as soon as you receive it;
- carry it with you whenever you can;
- regularly check that you still have it; and
- not give the Card to anyone else, including a family member or friend.

When you select a PIN we suggest that you select a PIN that can be remembered without needing to record it. You must avoid using any number that could be linked to you by other persons such as your date of birth or any alphabetical code which is a recognisable part of your name. By selecting a PIN which can be linked to your date of birth or alphabetical code this can make it easier for other people to guess the code and lead to fraudulent activity on your account. You will be liable for any losses if it can be proved you used a code with these characteristics.

When you select a PIN, you should test it to ensure that it has been successfully established.

To protect your PIN, you should:

- try to memorise it;
- destroy any letter from us telling you the PIN;
- make sure that nobody watches you entering your PIN at a terminal;
- be ready to make a transaction when you approach a terminal;
- make sure that you do not leave anything behind when you complete a transaction.

You must take special care if you decide to record a memory aid for a PIN. Any record of a PIN must be kept separate from the Card unless it is well disguised.

For example, you must not keep the Card and undisguised PIN together:

- in a wallet, bag or briefcase even if in different compartments;
- in a car even if in different areas of the car;
- in an office or at home in the same room;
- in any other situation where the Card and PIN can be found together and used.

You must not write or indicate the PIN on your Card, even if it is disguised.

**Additional Cardholders**

Each Additional Cardholder can also select their own PIN. You must ensure that each Additional Cardholder protects their Card and stores their PIN as safely as this PDS require you to protect and store yours.

## **7.5 What to do if you think that your security has been compromised**

### **(a) Tell us immediately**

You must immediately notify us if the Card or a record of your Code is lost or stolen or you suspect that Unauthorised Transactions have been made on your Nominated Account.

The best way to make a report is to call us on 1300 55 72 72 within Australia or +61 7 3336 2420 if you are calling from outside Australia (24 hours a day, 7 days a week).

Alternatively, or if our telephone reporting service is unavailable, you should report the loss, theft or misuse to any branch.

You will need to give us all relevant information so that we can suspend access to your accounts using that Electronic Access Method. You must confirm in writing any notice given to us by telephone, which will help us to effectively deal with the report. However, a failure to do so will not affect your liability for Unauthorised Transactions.

We will give you an acknowledgment (which may include a notification number) that you should retain as evidence of the date and time of the report. We will be liable for all losses that result from Unauthorised Transactions occurring after you tell us that the Electronic Access Method has been misused, lost or stolen.

If you unreasonably delay in notifying us of the misuse, loss or theft, you may be liable for all of the actual losses that occur between when you became aware of (or should reasonably have become aware of) the misuse, loss or theft and when you actually notified us.

If you are unable to make a report to us because our facilities are unavailable, you are not liable for any Unauthorised Transaction that could have been avoided if you were able to tell us. However, you must tell us of the misuse, loss or theft within a reasonable time after our facilities become available again.

### **(b) Change your Codes**

If you notify us of a breach of security of a Code you must not continue to use that Code and must change, or arrange for us to change, that Code as soon as possible to prevent possible loss of funds. You can do this by:

- selecting a new PIN at any branch or requesting cancellation of your Card by calling 1300 55 72 72 or +61 7 3336 2420 if you are calling from outside Australia (24 hours per day, 7 days per week). If you request cancellation of a Card, you may request a replacement Card and establish a new PIN by visiting any of our branches.

If you report that a Card has been lost or stolen we will cancel the Card immediately.

**(c) Terminate your access**

We can terminate your access to an Electronic Access Method or cancel a Code without notice if there has been a misuse or suspected misuse of the Code or use of the Electronic Access Method in breach of these terms and conditions.

**7.6 Your liability for authorised transactions**

You will be liable for losses resulting from transactions that are carried out by another person with your knowledge and consent. The liability for losses resulting from unauthorised transactions will be determined in accordance with the ePayments Code.

**7.7 Liability for Unauthorised Transactions**

**(a) When you are not liable**

You will not be liable for losses that you incur or suffer that:

- are caused by the fraudulent or negligent conduct of our staff or agents or companies involved in networking arrangements or of Merchants or of their agents or employees;
- relate to any forged, faulty, expired or cancelled component or part of an Electronic Access Method (e.g. a Card or PIN);
- arise before you receive the Card or receive or select a Code, including a replacement or reissued Card or Code;
- result from the same Electronic Transaction being incorrectly debited more than once to the same Nominated Account;
- result from an Unauthorised Transaction that occurs after you have notified us that a Card has been misused, lost or stolen or that the security of any Code has been breached; or
- result from an Unauthorised Transaction if it is clear that you have not contributed to the losses.
- are incurred on any one day that exceeds any applicable daily transaction limit;
- result from an Unauthorised Transaction that can be made using an identifier without a Code. Where a transaction can be made using a Card, but does not require a Code, you will be liable only if you unreasonably delay reporting the loss or theft of the Card.

**(b) When you have limited liability**

If a Code was required to perform the transaction and it is not clear whether you or a Related Account User contributed to the loss caused by an Unauthorised Transaction, the amount of your liability will be limited to the lesser of:

- \$150 or a lower figure determined by the Bank; or
- the balance of the Nominated Account(s) (including any pre-arranged credit) from which value was transferred in the Unauthorised Transaction; or
- the actual loss at the time we are notified of the misuse, loss or theft of the Card or of the Codes becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).

**(c) When you are liable**

If we can prove on the balance of probability that you or a Related Account User contributed to the loss arising from the Unauthorised Transactions:

- through your fraud;
- by voluntarily disclosing any of the Codes to anyone including a family member or friend;
- by keeping your PIN on the Card or in a way that it could be lost or stolen with the Card;
- by keeping a record of the Codes on any articles, without making a reasonable attempt to disguise them, in a way that they could be lost or stolen together;
- by selecting a Code which represents your or a Related Account User's birth date, or an alphabetical code which is a recognisable part of your or their name, after we have asked you not to select such a Code and told you of the consequences of doing so; or
- by otherwise acting with extreme carelessness in failing to protect the Codes,

- by leaving a Card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a Card being left in the ATM,
- losses incurred due to your failure to protect a Code for one or more (but not all) of the required Codes. However, you will only be liable if BOQ can prove that on the balance of probability that your failure to protect the Code was more than 50% responsible for the losses, when assessed together with all the contributing causes.

you, the account holder, will be liable for the actual losses that result from an Unauthorised Transaction which occur before we are notified of the breach of the Electronic Access Method, except for:

- that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to your Account or the relevant Electronic Access Method;
- that portion of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
- that portion of the losses incurred on your Account which exceeds the balance of that Account (including any pre-arranged credit); and
- losses incurred on your Account which you and we had agreed could not be accessed using the relevant Electronic Access Method.

**(d) Liability for unreasonably delaying notification**

If we can prove that you contributed to a loss caused by an Unauthorised Transaction by unreasonably delaying notification of:

- the misuse, loss or theft of your Card; or
- a breach of the security of your or a Related Account User's Code,

you, the account holder, will be liable for the actual losses which occur between the time when you became aware (or should reasonably have become aware) of the breach and when we were actually notified, except for:

- that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the Account or the relevant Electronic Access Method;
- that portion of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
- that portion of the losses incurred on your Account which exceeds the balance of that Nominated Account (including any pre-arranged credit);
- losses incurred on your Account which you and we had agreed could not be accessed using the relevant Electronic Access Method.

**(e) Liability caused by equipment malfunction**

We are responsible to you for any loss caused by a failure of our Electronic Equipment to complete a transaction accepted by that Electronic Equipment in accordance with your or a Related Account User's instructions.

However, if you or a Related Account User were aware, or should have been aware, that our Electronic Equipment was unavailable for use or malfunctioning, our responsibility will be limited to correcting errors in the Account and refunding any charges or fees imposed as a result.

We will not be responsible if the Electronic Equipment does not accept your instructions or the Card fails to work in the terminal.

**7.8 Limitation on our liability**

We are not liable for:

- any loss, expense or damage arising out of the inaccuracy of instructions given by you or a Related Account User to us;
- any losses caused by the failure of our equipment where our system or equipment had not accepted your or a Related Account User's instructions;
- except as provided under the ePayments Code, for the unavailability or loss of access to the Electronic Access Method under any circumstances

Nor are we liable for the refusal of any Merchant to accept an Electronic Transaction and, to the extent permitted by law, are not responsible for the goods and services supplied by a Merchant. Any complaints concerning the purchase of goods and services must first be directed to the Merchant.

To the maximum extent permitted by law and except as provided under the ePayments Code, we will not be liable to you for any loss, expense or damage, including lost time, money, goodwill and profits, damage to or loss of data, which may arise from the use, operation, maintenance or failed use of the Electronic Access Method or which may arise from delays, defects, errors, omissions or interruptions in the Electronic Access Method.

## 8. GENERAL TERMS AND CONDITIONS

### 8.1 Changes to terms and conditions of Banking Services

We can change the terms and conditions that apply to your Account, the way you access your Account, or any other Banking Services we provide. We can also add new products or stop existing products at any time. As set out under section 2.3 of the *Save to Win Account™ Promotion Terms and Conditions* we may terminate the Save to Win Account™ Promotion at any time.

We can change, among other things, interest rates, fees and charges, and the way we calculate interest or Prize Payments or repayments. We can add new fees and charges at any time.

We will tell you of changes to these terms and conditions in accordance with the law and any code to which we subscribe.

We will let you know of changes in writing if we:

- introduce a new fee or charge;
- increase fees relating solely to your use of an access method, or to issue you with an additional or replacement access method;
- change the way interest is calculated, charged, or paid to your Account;
- change the way Prize Payments are calculated or paid;
- vary the minimum balance to which an account keeping fee applies;
- vary the balance ranges to which an interest rate applies.
- increase your liability for losses relating to Electronic Transactions; or
- impose, remove or adjust transaction limits which apply to the use of an access method, an Account or Electronic Equipment.

Other changes may also occur, such as:

- changes in government fees or charges; or
- variations in existing fees or interest rates.

We will notify you of these changes or any other change to the Banking Services we provide to you by writing to you, placing a notice in a major daily newspaper, placing a notice on or with statements of Account or other material we send to you, placing information on our Internet Banking sign-in page (where the change relates to Internet Banking) or placing a notice on our ATMs (where the change relates to ATM access or functionality).

If we are required to notify you in writing of any changes, we will send the notice to the last mailing address recorded by us. We may not be able to notify you in writing where you cannot reasonably be located.

For joint Accounts, we will only send one notice to the last mailing address.

If you have agreed to us doing so, we can notify you of any changes by email, or by posting the information on our website. If the information is posted on our website, we will tell you promptly of that fact by sending a message to your email address. If you have agreed to us contacting you in this way, you can revoke your agreement at any time by advising us that you no longer wish to be contacted electronically. You can also update your email address as set out in section 9.6. If you elect to receive notices by email, you cannot receive paper copies of those notices from us. If you do not check your email regularly, you might not be aware of a change to your account until after the change has become effective.

Even if you have not agreed to us notifying you of changes electronically, if a change to these terms and conditions is not materially adverse to you, we may update this document by posting a change on our website. A paper copy of any updated information will be given to you without charge on request. We may also issue an addendum with new information. The current terms and conditions and any addenda will be available in paper form from any BOQ branch and in electronic form from the BOQ website at [boq.com.au](http://boq.com.au).

If there are enough changes to this PDS to warrant doing so, we will consolidate them in a single publication.

## **8.2 If you get into financial difficulty**

We strongly advise you to tell us immediately if you are in financial difficulty. We will try to help you, provided that any action we take would be fair and reasonable in the interests of you, our other customers and shareholders.

## **8.3 Maintaining security**

You, and anyone acting with your authority, must safeguard all mechanisms used to access your Account against loss, theft or misuse, including credit and debit Cards, cheques, transaction record books and PINs. This should include appropriate safeguards on any computer equipment you use to access your Account e.g. up-to-date virus software.

You must tell us as soon as possible if any payment instrument or Account access mechanism is lost, stolen or misused

## **8.4 Covering us for loss**

You agree that if we suffer any loss because of:

- (a) the use or misuse of an Account;
- (b) the use or misuse of any payment instrument or Account access mechanism used with your Account; or
- (c) any breach of the terms and conditions in this booklet,

by you or anyone authorised by you to use your Account, you will pay us the amount of that loss on demand, including all legal costs on a full indemnity basis, even after your Account is closed.

## **8.5 Customer integrity**

We believe that you will deal with us honestly and in good faith. If we suffer loss because you do not deal with us honestly or in good faith, we will take steps to recover that loss. We must do that in the interests of our other customers and shareholders. In some cases, we will take those steps without notice.

# **9. GENERAL INFORMATION**

## **9.1 Banking Code of Practice**

As part of our commitment to customer service, we have adopted the Banking Code of Practice (BCOP). This is a self-regulatory code which aims to foster good relations between banks and customers, and to promote good banking practice.

The BCOP applies to Banking Services provided to customers who are "individuals" or "small businesses" as defined in it.

We will comply with the BCOP, where it applies to the banking services we provide to you.

## **9.2 ePayments Code**

We will comply with the ePayments code which regulates consumer electronic payment transactions, including ATM, EFTPOS and credit card transactions, online payments, internet and mobile banking, and BPAY.

## **9.3 Anti-money laundering economic and trade sanctions**

We can delay, block or refuse to make a payment if we believe on reasonable grounds that making a payment may breach any law in Australia or any other country, and we will incur no liability to you if it does so.

You must provide all information to us which we reasonably require to comply with any laws in Australia or any other country. We can disclose information which you provide to us where required by any laws in Australia or any other country.

Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement.

You represent and warrant to us that you will not do, or omit to do, anything that would cause us to breach any laws in Australia or any other country.

## 9.4 If you have a problem, complaint or dispute

### (a) *Our Service Commitment*

At BOQ we are committed to providing our customers with innovative banking solutions and the best customer service experience.

Resolution of problems is a priority to us. If at any time our service does not meet your expectations we would like you to let us know.

### (b) *How to contact us?*

If you have a complaint, there are a number of ways to contact us:

- (i) Contact your local branch manager or Business Banker.
- (ii) Call us on 1300 55 72 72. Visit [www.boq.com.au/contact-us](http://www.boq.com.au/contact-us) for our operating hours.
- (iii) Complete the online complaints form at [www.boq.com.au/feedback-and-complaints](http://www.boq.com.au/feedback-and-complaints)
- (iv) Contact our Customer Relations Department via:

Email [customer.relations@boq.com.au](mailto:customer.relations@boq.com.au) Call: 1800 663 080

Write to: Customer Relations,  
Reply Paid 2258  
Brisbane Qld 4001

### (c) *How will your complaint be handled?*

If we cannot solve your problem on the spot, we will let you know who is handling your complaint and how long it is likely to take for it to be resolved.

For further information about how we handle complaints, ask our friendly staff for a copy of our Complaint Guide or alternatively download a copy available on our website.

Please note we comply with the ePayments Code, complaint investigation and resolution procedures in connection with Electronic Transactions to which the ePayments Code applies.

### (d) *What to do if you feel your complaint has not been resolved*

If you're unhappy with our response you can approach the Australian Financial Complaints Authority (AFCA). AFCA provides a free and independent complaint resolution service for financial services. To contact them you can:

Call: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Online: [www.afca.org.au](http://www.afca.org.au)  
Write to: GPO Box 3  
Melbourne VIC 3001

The Australian Securities & Investments Commission (ASIC) also has an information line: 1300 330 630. You can use this number to make a complaint and obtain further information about your rights.

## 9.5 Changing your details

If your address or other details change, you must let us know as soon as possible. You can change many of your details simply by calling our Customer Contact Centre on 1300 55 72 72 (Visit [www.boq.com.au/contact-us](http://www.boq.com.au/contact-us) for our operating hours) or by visiting your local branch.

If you want to change the signatories on your Account, you must visit one of our branches.

## 9.6 Contacting you

From time to time we will contact you or send you information about products and services that we think you might be interested in.

Please tell us if you do not wish to receive this information.

## 9.7 Privacy and confidentiality

You can ask us for a copy of our Privacy Policy. Our "Privacy Policy" sets out how we deal with any personal information that we hold about you.

The "Privacy Notification and Consent Form" you receive when you open your Account provides you with more information about how we use your personal information.

## 9.8 The relationship between banker and customer

The relationship between a bank and its customer (including the relationship between you and us) has been defined by a number of court cases. Set out below are some of the terms which are implied into any contract between a bank and its customer.

You should be aware that the specific terms and conditions applying to our banking services (as defined in the BCOP) may alter these implied terms, and may add new or additional terms. The terms that apply to your Account with us are set out in this booklet, the *Save to Win Account™ Promotion Terms and Conditions*, the *Personal Deposit - Interest Rates* and the *Electronic Banking Terms and Conditions*.

Terms implied into the contract between banker and customer

Following are some of the terms that are implied into the contract between a bank and its customer in addition to those in your contract for your Account, unless the terms and conditions of the particular Account state otherwise:

### (i) Our duties:

- Opening accounts – we owe a duty of care to you in opening accounts to make proper enquiries to ensure accurate identification of you and verification of account details.
- Duty of secrecy – we have a duty of secrecy to you with respect to the transactions which go through your account. However, this duty is not absolute and is subject to certain qualifications. For example, we may disclose information where you have expressly or impliedly consented or as required by law.
- Financial advice – we must exercise care and skill when providing financial advice to you as part of or incident to, the banking services we offer.
- Safe custody – if we accept your items for safe custody, we owe a duty to return them to you at the end of the safe custody period.
- Bankers' opinions or references – we have a duty to exercise reasonable care and skills in providing reference on your credit worthiness to another bank.
- Conform with your mandate – due to the debtor/creditor nature of your relationship with us, we are bound to conform strictly with your mandate which may be issued in the form of a cheque or some other written order including a passbook or withdrawal slip. Unless otherwise agreed, we are specifically obliged to repay an amount on demand at the branch where the Account is located.
- Question a valid mandate – while we are subject to the primary duty to repay on demand an amount due to you, this is conditional upon our duty to question a request for payment. We will do this in circumstances which raise a serious or real possibility that fraud is being committed on the Account.
- Issuing correct statements – we are under a duty to keep accurate accounts. This duty is subject to our entitlement to reverse errors which you know or should have known existed (although you are not under an express duty to read statements and discover and report forgeries).
- Appropriating payments into accounts – we can allocate a payment at our discretion unless you have clearly asked the payment to be used for a special purpose or a particular Account.



## (ii) Your duties:

- Clear instructions – your instructions on payment of funds must be clear.
- Minimising the risk of forgery – you must exercise reasonable care in making out cheques so that we are not misled and forgery is not facilitated. You must notify us of any forgeries (including unauthorised transactions on your account) known to you. You generally do not have a duty to inspect statements to discover forgeries, although you are generally obliged to read your account statements and notify us of any entries which you believe are unauthorised.
- Care of methods of accessing your Account – if you are given a cheque book, you must take care of it. If you access your account electronically, you are likely to have specific obligations relating to the security of any equipment (such as Cards) or security codes (such as a PIN).

## 9.9 Financial Claims Scheme

As an account holder you may be entitled to a payment under the Financial Claims Scheme depending on your circumstances. Payments under the Financial Claims Scheme are subject to a limit for each account holder. Further information about the Financial Claims Scheme can be obtained from the FCS website at <http://www.fcs.gov.au>.

## 10. DEFINITIONS

**Account** means a Save to Win Account™.

**Account Access Card** is a Card which can be used to operate your Accounts using Electronic Equipment.

**Account Maintenance Fee\*** means a set fee charged if the balance falls below the required Minimum Monthly Balance. This fee will not be charged in the month your account is opened. If there is insufficient funds in your account to cover this fee, we will debit your account, but no overdraw it, and the balance of the fee will be carried forward to the last day of the month in which sufficient credit funds are available.

**Accrued Moneys** means the sum of the Daily Prize Payout Amount for each day during the calendar month two (2) months prior to the relevant Drawing Date set out in section 2.9 of the *Save to Win Account™ Promotion Terms and Conditions* and any amounts in accordance with section 2.8(d).

**Additional Cardholder** is an Authorised User to whom we have issued a Card.

**ATM** means an automated teller machine owned by us or somebody else (as the context requires).

**ATM/EFTPOS Withdrawal/Transfer Fee\*** is a fee charged for cash withdrawals or transfers through BOQ ATMs and EFTPOS transactions.

**ATM Operator** is an organisation that owns, leases or operates an ATM other than a BOQ ATM.

**ATM Operator Fee** is a fee charged by the ATM Operator as disclosed on the ATM screen at a point in the transaction which allows the cardholder to opt-out of the transaction without incurring any charge. The ATM Operator Fee includes Balance Enquiries.

**Authorised User** Means a person authorized by a customer to transaction on the customer account.

**Balance Enquiries** is a non-BOQ Balance Enquiry, being a request for an account balance conducted through a non-BOQ ATM.

**Bank Business Day** is any day on which BOQ is open for business.

**Beneficial Owner** means the individual or individuals who ultimately owns or controls (directly or indirectly) a customer. Control includes control as a result of, or by means of, trusts, agreements, arrangements, understandings and practices, whether or not having legal or equitable force and whether or not based on legal or equitable rights, and includes exercising control through the capacity to determine decisions about financial and operating policies; and Owns means ownership (either directly or indirectly) or 25% or more of a person.

**BOQ Balance Enquiry** means all balance enquiries in-branch, through BOQ ATMs, Internet banking and EFTPOS.

**Banking Services** means the Account and Payment Services described in this document.

**BOQ ATM** means a BOQ branded ATM.

**BPAY Payment** is any payment made through BPAY.

**BPAY** is an electronic scheme through which you can ask us to make payments on your behalf to Billers who tell you that you can make payments to them through BPAY. You may use BPAY through Internet Banking.

**BSB** is a code which identifies the bank and branch at which an account is held. **BSB** stands for Bank/State/Branch. For example, BSB 124-001 is Bank of Queensland (12) located in Queensland (4), being branch number 001.

**Business Day** is any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**Card** is any card, issued to you by us which can be used to operate your Account using Electronic Equipment.

**Code** is a PIN, Personal Access Code, Value Authorisation Code or any similar information which may be required in order to access your Accounts and which you are required to keep secret.

**Credit Cards** means the BOQ credit card issued by Citigroup Pty Ltd ABN 88 004 325 080.

**Customer** is the account holder (if an individual) or the person who is authorised to act solely on behalf of the account holder (if a company).

**Daily Closing Balance** means the balance of funds received in an Account as at the end of processing for that day and subject to section 2.10(h) of the *Save to Win Account™ Promotion Terms and Conditions*.

**Daily Prize Payout Amount** is the amount calculated as follows (negative account balances will be excluded from the daily payout amount):

Sum of the Daily Closing Balance of each Account open on that day	X	25% of the RBA Target Cash Rate applicable on that day
		365 days

**Drawing Date** means the relevant dates as set out in section 2.9(e) during the Promotion Period when the winners of the Prize Payments will be determined. No draw will take place during the first month of the Promotion Period.

**ePayments Code** is the ePayment code published by the Australian Securities and Investments Commission.

**EFTPOS** means an electronic funds transfer service available at point of sale.

**EFTPOS Withdrawal Fee\*** means a fee charged for EFTPOS transactions on your account.

**Either to Operate Account** is a joint Account where each Account holder can transact under the Account independent of the other Account holder(s) and without restriction.

**Electronic Access Method** is a method that you use to instruct us to debit or credit an Account through Electronic Equipment, and which requires you to use a Card, Identifiers, Codes or combinations of these. It does not include a method that requires you to sign a voucher, receipt or other document (for example, when you present your Credit Card and sign a voucher to pay for goods or services).

**Electronic Equipment** is an electronic terminal, computer, television, telephone or similar equipment and includes our branch teller terminals, our ATMs, ATMs of other financial institutions, EFTPOS terminals and any other authorised electronic terminal or device connected to our electronic banking system from time to time.

**Electronic Transaction** is a transfer of funds initiated by an instruction you give through Electronic Equipment using an Electronic Access Method to debit or credit an Account and includes, for example:

- withdrawing cash from your Account from an ATM, Bank@Post office or BOQ branch teller terminal using your Card and PIN;
- purchasing goods or services from a Merchant by using your Card and PIN at an EFTPOS terminal;
- purchasing goods or services from a Merchant by providing Account details to a Merchant (or to any other party to whom payment is to be made), either directly or via a third party, over the phone or Internet;
- paying bills using BPAY.

**Eligible Account** means a Save to Win Account™ open for the whole of the relevant calendar month, holding a Minimum Monthly Balance of AU\$250 and not with BOQ Fraud for any day during that relevant calendar month or closed by you prior to the end of the previous month.

**Eligible Entry** means an entry as described in section 2.7 of the *Save to Win Account™ Promotion Terms and Conditions*.

**Identifier** is information that you provide through Electronic Equipment to access your Accounts and which you are not required to keep secret (for example, your Account number).

**Intermediate Prize Payment** means the amount determined in accordance with section 2.8(c)(ii) of the *Save to Win Account™ Promotion Terms and Conditions*.

**Internet Banking** is our Internet banking service which enables you, having entered in security details, to effect transactions on your Nominated Accounts using the Internet. For terms and conditions applying to Internet Banking, refer to *Electronic Banking Terms and Conditions*.

**Internet Banking Transaction History Enquiry** means all transaction history enquiries through Internet Banking.

**Internet Banking Multi Payment Fee\*** is a fee charged where you make a Multi Payment using Internet Banking.

**Internet Banking Single Pay Anyone Fee** means a fee charged when you make a Single Pay Anyone Payment using Internet Banking. A Single Pay Anyone Payment is a transfer of funds to an account at another financial institution or a 3rd party BOQ Account.

**Internet Banking Transfer and BPAY Fee\*** is a fee charged for transfers between Nominated Accounts or BPAY Payments using Internet Banking.

**Major Prize Payment** means the amount determined in accordance with section 2.8(c)(i) of the *Save to Win Account™ Promotion Terms and Conditions*.

**Merchant** is a provider of goods or services who allows you to pay for goods or services to be effected by performing an Electronic Transaction.

**Minimum Monthly Balance** means an Account's lowest Daily Closing Balance in a particular month.

**Minor Prize Payment** means the amount determined in accordance with section 2.8(c)(iii) of the *Save to Win Account™ Promotion Terms and Conditions*.

**Nominated Account** is a Bank of Queensland account that you have nominated in writing, and we have approved, for access using an Electronic Access Method, subject to approval limits.

**Other Bank ATM Withdrawal Fee/Other Bank ATM Balance Enquiry Fee\*** is a fee charged by BOQ for each withdrawal or balance enquiry you make through non-BOQ ATMs.

**Overseas bank ATM Balance Enquiry Fee\*** means a fee charged when an ATM balance enquiry is made outside of Australia.

**Overseas bank ATM Withdrawal Fee\*** means a fee charged when an ATM withdrawal is made outside of Australia.

**Owner Managed Branch** means a branch of the Bank of Queensland that is owned and operated by an independent third party as our authorised representative.

**Owner Manager** means the manager of an Owner Managed Branch.

**Payment Service** includes any of the services described in section 3.

**PIN** is your personal identification number that is used in conjunction with your Card to enable you to access your Nominated Accounts and perform Electronic Transactions using Electronic Equipment.

**Prize Payment and Prize Payments** means the Major Prize Payment, Intermediate Prize Payment and Minor Prize Payment collectively or individually as the context requires.

**Promotion Period** means the period described in section 2.2 of the *Save to Win Account™ Promotion Terms and Conditions*.

**Related Account User** is a person authorised by you to transact on your account.

**Savings Account** means Cash Management Account (no longer for sale), WebSavings Account or Bonus Interest Savings Account.

**Transaction Account** means Reverse Charges Account (no longer for sale), Choice Account (no longer for sale), Ultimate Account, Pension Plus Account (no longer for sale), Mortgage Offset Account or *Save to Win Account™*.

**Teller Withdrawal Fee\*** is a fee charged for cash withdrawals or transfers through BOQ branches (using a withdrawal form or your *Account™*).

**Transfers to BOQ Accounts Fee** is a fee charged for each transfer order payment deducted from your account and paid to a BOQ account. This fee is charged to your account each time the transfer occurs.

**Unauthorised Transaction** is an Electronic Transaction that was not authorised by you. It does not include Electronic Transactions carried out by you or by anyone performing the transaction with your knowledge and consent.

**we, our and us** are each a reference to Bank of Queensland Limited ABN 32 009 656 740, its successors and assigns, and any of its officers, agents, staff and authorised representatives acting on its authority.

**Withdrawal** refers to the Customer authorised removal of funds from an account and includes a transfer of funds (whether manual or electronic), direct debits, over-the-counter withdrawal, payments of online or telephone purchases or payments made via BPAY. Withdrawals are permitted provided clear funds are available in the account and the transaction complies with the terms and conditions applicable to particular products. Withdrawals can be processed electronically or via paper form (e.g. withdrawal form, cheque).

**you** means the Account holder, and also includes an Authorised User where the context allows.

\* This fee (if applicable) is charged monthly on the last day of the month or on the date your account is closed.

1300 55 72 72  
boq.com.au

Bank of Queensland Limited ABN 32 009 656 740.  
The Promotion is run under trade promotion licenses in  
SA T112027, NSW LTPS/11/9196, VIC 11/2037, and ACT TP11/3920.

The BOQ logo is located in the bottom right corner of the page. It consists of the letters "BOQ" in a bold, white, sans-serif font, set against a black square background. The top-left corner of the black square is cut off by a white diagonal line, creating a triangular shape.

**BOQ**