

NO LONGER AVAILABLE FOR SALE



# RAMS Offset Accounts

Terms and Conditions and General Information

Effective 16 January 2024



# Introduction

This booklet sets out terms and conditions for RAMS deposit accounts, along with general information about some of our services.

This booklet does not contain all the terms and conditions relevant to your account. Additional terms and conditions are set out in:

- the RAMS Deposit Product Rates and Fees document that we provide to you when you open your account;
- the interest rate flyer that we provide to you when you open your account; and
- any notice we give you about current interest rates that apply to your account.

We encourage you to read this booklet. Keep it handy so you can refer to it when you have questions.

These terms are legally binding on you in your dealings with us.

The information in it is subject to change. We will provide updated information by giving you notice (if required, such as where the change is materially adverse to you) or by posting the information on our website. You can get a paper copy of any updated information without charge by contacting us.

You may contact us:

- By calling **13 RAMS, that's 13 7267**
- By visiting our website **RAMS.com.au**
- By writing to us at **Locked Bag 5001, Concord West, NSW 2138**
- By sending an email to **service@ramsservices.com.au**

We have prepared the advice in this booklet without taking into account your objectives, financial situation or needs. You should read this booklet, and consider whether the advice is appropriate in the light of your own objectives, financial situation or needs, before making any decision.

# Contents

Summary of Features and Benefits	2	18. Rules about depositing cheques	11
Explanation of our fees and charges	3	19. RAMS debit card	11
A guide to using your account	4	20. Using your card at EFTPOS terminals	11
1. Providing us with your Tax File Number	4	21. Using your RAMS debit card	11
2. Giving someone else the authority to use your account	4	22. Authorising RAMS debit card transactions	12
3. Operating your accounts	5	23. Rules about your RAMS debit card	12
4. Interest rates that may apply on your account	6	<b>Security and liability for Card and myRAMS usage</b>	<b>13</b>
5. Stopping or varying a periodical payment or regular transfer	6	24. Protecting your card, your PIN and myRAMS password	13
6. When you haven't used your account for over 3 months	6	25. Liability for unauthorised transactions	14
7. When we can combine your accounts	6	26. Mistaken internet payments	15
8. Closing your accounts	6	<b>General Matters</b>	<b>16</b>
9. Account Statements	7	27. The Code of Banking Practice	16
10. Different ways of making deposits	7	28. The ePayments Code	16
<b>Ways of accessing your accounts</b>	<b>8</b>	29. What happens if your details change?	16
11. Different ways of accessing your accounts – your choices at a glance	8	30. Privacy	16
12. ATMs	9	31. Communications	16
13. EFTPOS (Electronic Funds Transfer at Point of Sale)	9	32. Marketing Communications	17
14. Bank@Post	9	33. When we may delay or refuse transactions	17
15. Direct debits	9	34. What to do if you have a problem or dispute	17
16. myRAMS	9	35. Changes to terms and conditions	18
17. BPAY®	9	36. Financial Claims Scheme	19
		37. Foreign Tax ResidentsDefinitions	19
		<b>Definitions</b>	<b>20</b>

# Summary of Features and Benefits

Description	Further details	RAMS Offset
<b>Accessing your account</b>		
Funds at call		✓
Online/mobile access <sup>1</sup>	Clause 16	✓
Phone access		x
Debit Card access		✓
BPAY®	Clause 17	✓
Periodical payments, direct credits and direct debits	Clauses 10 and 11	✓
<b>Linking</b>		
Interest offset facility	Clause 4.4	✓
<b>Other features and benefits</b>		
Interest paid	Clause 4	x
Statements	Clause 9	6 monthly

<sup>1</sup> Subject to system availability

© Registered to BPAY Pty Ltd ABN 69 079 137 518

# Explanation of our Fees and Charges

## Description of Transaction Fees

Details of the fees and charges applicable to RAMS deposit accounts can be found in the RAMS Deposit Rates and Fees document. We may elect not to charge a fee, which we are otherwise entitled to charge, under the terms and conditions of the account. Any failure by us to charge a fee shall not constitute a waiver of that fee or the right to charge that fee.

## Account Service Fee

There is currently no Account Service Fee charged on any RAMS deposit accounts.

## Transaction Fees

Transaction fees are fees for certain customer initiated transactions performed on your account. They are charged for each occasion they are performed.

Fees for usages of overseas ATMs, overseas EFTPOS and non-Westpac Group branded ATMs are debited to your account on the same day (or the next business day) that the cash withdrawal or balance enquiry is made, and itemised separately on your statement.

Non-Westpac Group branded ATMs may apply an ATM operator fee by the ATM Owner, which is disclosed at the time of the transaction on the ATM screen.

Transaction fee type	When charged to your account
<p>Non-Westpac Group branded ATM withdrawal or enquiry means:</p> <ul style="list-style-type: none"><li>Any successful cash withdrawal or balance enquiry made domestically from a non-Westpac Group branded ATM</li></ul>	<p>On the same day as the transaction was made on the account or the next business day</p>

Other charges may also apply. These are set out in the RAMS Deposit Rates and Fees document.

# A guide to using your account

## 1. Providing us with your Tax File Number

Each time you open an account that earns interest, you'll be asked if you wish to provide your Tax File Number.

That's because, under Federal law, accounts earning interest are subject to A New Tax System (Pay As You Go) Act 1999.

For joint accounts, the Tax File Numbers for both account holders are required.

### 1.1 What happens if I don't provide my Tax File Number?

Providing us with your Tax File Number is advisable but not compulsory. However, if you choose not to provide it, we are required to deduct withholding tax at the highest marginal tax rate – plus the Medicare Levy, when you earn interest income of \$120 or more a year pro-rata.

### 1.2 What if I am exempt from providing a TFN?

If you are exempt from providing a TFN, let us know the type of exemption applicable to the account so that we will not deduct tax from interest earned on the account. Otherwise, interest earned on the account will be subject to withholding tax.

### 1.3 Will we disclose any information to the Australian Taxation Office about your accounts?

We are required to report details of interest/dividend income earned, withholding tax deducted and Tax File Numbers quoted on an account, to the Australian Taxation Office. The collection of Tax File Numbers and their use and disclosure are strictly regulated by the Privacy Act 1988.

## 2. Giving someone else the authority to use your account

Clauses 2.1 to 2.5 apply where a third party is authorised to access information and/or conduct transactions on your account via the RAMS call centre. RAMS will only allow you to authorise an individual to access your account in accordance with clauses 2.1 and 2.2. An authorised third party signatory cannot be issued a RAMS debit card. Refer to the myRAMS terms and conditions for further information on whether a third party is authorised to access your account via online banking.

### 2.1 Letter of authority

You can authorise another person to receive information about, and/or transact using, your account by providing us with a letter of authority, containing any information required by us, which sets out the things that an authorised signatory can do in respect of the account, such as:

- transacting through telephone banking;
- establishing periodical payments on the accounts;
- establishing recurring payments;
- stopping cheques;
- ordering additional statements; and/or
- instructing us to cancel the third party authority.

For joint accounts, each joint account holder must sign the letter of authority.

For more information about adding an authorised signatory, including our requirements relating to the form of an acceptable letter of authority, call the Customer Service Team Team on **13 RAMS, that's 13 7267**, during contact centre hours.

### 2.2 Power of attorney and other valid authorisation

Another person may be authorised to access your account pursuant to a power of attorney or some other valid authority (e.g. an order of a Court or Tribunal). We can grant that person third party access to an account after we have verified the power of attorney or other authorisation. Depending on the scope of the authorisation, the access we grant may allow the other person to receive information about and/or transact using your account.

For joint accounts where one account holder has a power of attorney or other authorisation in place, the other account holder(s) must consent to the third party access, for example by providing a letter of authority in accordance with clause 25.3 above.

For more information or to begin the authorisation verification process, call the Customer Service Team on **13 RAMS, that's 13 7267**, during contact centre hours.

### 2.3 Identification requirements

We will only allow a third party to access your account in accordance with clauses 2.1 and 2.2 above if the third party has met our identification requirements.

### 2.4 Cancelling a third party authorisation

Any account holder or the authorised signatory can cancel the authority to operate at any time, subject to the terms and conditions of the account, the terms of any applicable power of attorney, trust deed or other authorisation, applicable laws and any order of a Court or Tribunal.

However, you will be liable for:

- any transactions made (including if they have been made by a third party) prior to the authority being cancelled even if they have not been debited to the account (including any associated fees and charges); and
- any future dated payments, cheques, authority debits, periodical payments, bill payments, drafts, bills of exchange, or promissory notes established by the authorised signatory prior to the cancellation of the authority to the extent these payment types are allowed on your account.

An authorised signatory will not be able to add or delete any other third party on the account to which they have access. An authorised signatory will not be able to open a new account in the account holder's name.

## 2.5 When we can prevent third party access to your account

In certain circumstances, acting reasonably, we may remove the authority to operate of anyone authorised to operate your account due to unsatisfactory conduct or for any other reason we deem appropriate, such as if we believe allowing the authority to remain may cause loss to you or us.

If we are notified of a dispute about a letter of authority or any other third party authorisation, or the owner or owners of your account, we may refuse to allow operations on your account until all parties concerned have signed any authority we require.

## 3. Operating your accounts

### 3.1 Current account information

You can get up-to-date information on your accounts

24 hours a day, 7 days a week by logging on to myRAMS. Accessing this information is free.

### 3.2 Operating a joint account

RAMS deposit accounts are limited to 2 account holders. The credit balance of an account held in joint names is held jointly by both account holders, which means each account holder has the right to all funds in the account.

The joint account holders can operate the account independently. This means we can take instructions from either joint account holder, including instructions regarding the method of receiving account statements.

If we are made aware of any dispute on a joint account, we may require both account holders to authorise any operation on an account.

Always consider that:

- when an account is held in joint names and one account holder dies, we will treat the credit balance in the account as owing to the surviving account holder; and
- the liability of joint account holders on an account is joint and several, so if one of the joint account holders overdraws the account, each joint account holder may be liable for payment of all or any part of the amount overdrawn.

### 3.3 Overdrawing your accounts

You should not make a withdrawal transaction which:

- takes your account(s) into negative/debit balance;
- means you will incur fees which will take your account(s) into negative/debit balance (or fees and/or interest charges which will take your account(s) further into negative/debit balance); or
- draws against uncleared funds.

While we are under no obligation to do so on any particular occasion, we may permit you to overdraw your account as described above. This may be by paying transactions made using channels such as periodical payments, direct debit, or by making a withdrawal transaction through a Westpac Group ATM or other electronic transaction channel.

If you make a withdrawal transaction in any of the circumstances set out above, we will treat the transaction as an application by you for credit.

## Where we honour a payment and your account(s) show a negative/debit balance

If:

- we do pay a transaction which overdraws your account(s); or
- a fee or charge debited to your account(s) results in a negative balance in your account(s), then you will, at the time the negative balance arises, owe us a debt of the amount by which your account(s) are overdrawn.

If we do allow you to overdraw your account:

- we may charge you a fee;
- you agree to pay us debit interest on the amount overdrawn – see clause 4.2 for details;
- you must repay the overdrawn amount immediately without further demand from us; and
- you agree to pay us any reasonable legal fees we incur in seeking to recover the overdrawn amount from you.

You must ensure that you do not overdraw your account(s) regularly. Even if we do honour a transaction, or do so more than once, it does not mean we have any obligation to do so in the future.

If you make a transaction from your account(s) and there are insufficient funds available within the account(s) or the funds have not been cleared, your payment may be dishonoured.

## When your credit rating could be affected

If your account(s):

- become overdrawn without arrangements; and
- remain overdrawn for more than 60 days after the end of the 20 day period we allow for you to repay the amount overdrawn, then we may commence enforcement action and disclose your default and certain personal information to a credit reporting body.

Under the Privacy Act 1988, a credit reporting body (within the meaning of that Act) may collect and hold default information (within the meaning of that Act) in relation to the default. A default listing with a credit reporting body will remain on your file for a period of up to 5 years and may affect your ability to obtain finance or credit.

Our Privacy statement is available at [www.rams.com.au/about-rams/privacy-statement](http://www.rams.com.au/about-rams/privacy-statement). This will inform you regarding the use and disclosure of your credit information. This statement includes:

- details of the credit reporting bodies to which we are likely to disclose your credit information, the types
- of credit information we may give them and how this information will be used;
- your rights over your credit information, including how you can access and correct your information and make complaints;
- your rights to direct a credit reporting body to limit the use of your information for direct marketing purposes and what protections are available if you believe you are a victim of fraud; and
- information about our Credit Reporting Policy.

You can call **13 7267** or visit any RAMS Home Loan Centre for a hard copy of Our Privacy Statement.

## 3.4 Are you having financial difficulty?

When you overdraw your account, there may be occasions when repaying this debt becomes difficult. Should this arise, you should promptly contact us by calling **13 RAMS, that's 13 7267** to discuss options that may be available.

## 4. Interest rates that may apply on your account

Interest rates on all accounts may change at our discretion.

### 4.1 Interest that's paid to you

Interest is not paid on any credit balance in your RAMS Offset account, even if it is no longer linked to an eligible RAMS home loan.

### 4.2 Debit interest

To avoid being charged interest on any unarranged debt, you should always try to keep a positive balance in your deposit accounts. If your account becomes overdrawn without arrangement, debit interest may be charged to that account. If so, it will be calculated on the debit balance (and deducted at the end of the last day of each month) using the then current Unarranged Lending Rate (ULR). Interest is calculated daily on the debit balance until the account balance is positive again (and deducted at the end of the last day of each month). You can find out the current ULR in the RAMS Deposit Rates and Fees document from **RAMS.com.au** or by calling **13 RAMS, that's 13 7267**.

### 4.3 How debit interest is calculated

Debit interest (if applicable) is calculated on the daily closing balance of your account using the following formula:

$$\frac{\text{Daily closing balance}}{365} \times \frac{\text{Interest rate}}{100}$$

### 4.4 Interest offset facility

Linking your RAMS Offset account to an eligible loan account you hold with us may reduce the amount of interest payable on the linked loan account. Details of how an interest offset facility may reduce the interest payable on your loan account are set out in the terms and conditions applying to your loan account.

No interest will be paid to you on your RAMS Offset account (including if the balance of your RAMS Offset account exceeds the amount owing on the linked loan account).

Not all loan accounts may be linked to a RAMS Offset account under an interest offset facility. Contact us by calling **13 RAMS, that's 13 7267** to find out whether your loan account may be linked.

Your RAMS Offset account may not be linked to more than one loan account under an interest offset facility at any one time. If an account holder of the RAMS Offset account is not also a borrower, the accounts may not be linked.

If you link your RAMS Offset account to an eligible RAMS home loan, the offset facility will commence immediately.

If you request us to de-link your RAMS Offset account from your eligible RAMS home loan, your RAMS Offset account will be de-linked immediately. The final offset interest calculation will take place on the day prior to the date of your request.

## 5. Stopping or varying a periodical payment or regular transfer

When you have authorised us to make regular automatic payments from your account, and you want to stop or vary these payments, you can do so by logging in to myRAMS and stopping or varying the payment. You must do this at least one business day before the next payment is scheduled.

## 6. When you haven't used your account for over 3 months

### 6.1 Inactive accounts

If your account becomes inactive we may close your account without any notice to you.

Your account becomes inactive if:

- you do not make any deposits and/or withdrawals during a continuous three month period; and
- the balance of your account is nil or in debit without any arrangements.

### 6.2 Unclaimed monies

If you have not used your account for seven years we may close your account, and we will generally have to transfer any money in your account to the government. We will usually notify you before we close your account, but there may be circumstances where we are not able to (such as where our record of your address is out of date). After your account is closed any money owed to you will not earn interest.

Call **13 RAMS, that's 13 7267**, to find out how to recover unclaimed money (it may take three months or more to recover money that has been transferred to the government).

## 7. When we can combine your accounts

Deposit accounts should not be overdrawn. If you overdraw your account, we may automatically combine your accounts: that is, transfer sufficient money which is kept in any other account with us (including accounts you hold with other regional banking brands in our national network), held in your name(s), to clear the debt.

We may also transfer money kept in your deposit account(s) to clear debts which you owe us in other loan or deposit accounts. If we do this, the balance of the account from which we have transferred the money will reduce by the amount used for this purpose.

You agree that you may not set off any amounts we owe you (for example, credit balances in your other accounts) against amounts you owe us.

If we exercise our right to combine accounts, we will notify you promptly in writing at the address shown in our records.

## 8. Closing your accounts

You can close your accounts at any time simply by calling **13 RAMS, that's 13 7267**.

We may also exercise our discretion to close accounts (and cancel any linked card(s)) or refuse to accept further deposits or allow further withdrawals after giving reasonable notice to you if all account holders are not also borrowers on an open RAMS Home Loan, due to unsatisfactory conduct or for any other reason we deem appropriate, such as where an account is held in trust, or is being operated by a company.

If this happens, we will notify you in writing at the address shown on our records and deposit the net credit balance to an account you nominate, or alternatively we may post a bank cheque to the address shown on our records unless we believe, acting reasonably, that we are precluded from doing so, such as in order to comply with our regulatory and compliance obligations or to manage associated risk. In the circumstance that all account holders are not also borrowers on an open RAMS Home Loan, we will notify you in writing at least 30 days' before closing your account (and any linked card) to allow you the time to withdraw the credit balance and close the account, before we make reasonable attempts to close your account and return the credit balance.

### 8.1 How your closing balance (Termination Value) is calculated if your account balances are in credit

The net credit balance of your accounts is calculated as credit balance plus accrued deposit interest, if any, less any accrued account fees, accrued debit interest and government charges applicable up to the closing date. Monthly fees (if applicable) will apply even though the accounts have been open for only part of the month.

### 8.2 How your closing balance (Termination Value) is calculated if there are uncleared funds or your accounts are overdrawn

We cannot make available any uncleared funds at the time you request that the accounts be closed, until those funds become cleared. If the accounts have a debit balance, you must pay to us the balance plus any accrued debit interest, any applicable account fees including monthly or quarterly fees and government charges applicable up to the closing date.

### 8.3 Things to remember when closing your accounts

When you close your accounts, make sure you notify anyone who either directly credits or debits your accounts and be sure to cancel any Periodical Payments or regular transfers either to or from the accounts you are closing.

## 9. Account Statements

Statements are an important part of your banking and finances in general. Statements will be mailed to you every six months, unless we are unable, after taking reasonable steps, to locate you. You may ask for statements to be sent to you more often. We may not provide you with a statement for a statement period

if your account has a zero balance and there were no transactions during that period.

As an alternative to receiving paper statements in the mail, you may elect to obtain electronic statements on one or more of your deposit accounts from our website – **RAMS.com.au**, using myRAMS. We may cease mailing statements to you if, after taking reasonable steps, we are unable to locate you.

All account holders must be registered for myRAMS, supply us with a valid email address and satisfy any other applicable eligibility criteria. If you subsequently decide to

have your statements posted to you, you can arrange this by calling **13 RAMS, that's 13 7267**. You should print

or save your electronic statements before doing so, as you will not be able to view your statements on myRAMS once you have elected to receive paper statements.

Please be advised that:

- all entries on statements should be checked carefully and any apparent or possible unauthorised transaction promptly reported to us;
- You can query an entry on your statement by contacting us on **13 RAMS, that's 13 7267**
- you should retain transaction records or transaction record numbers to confirm against items appearing on the statement of your account;
- it will assist any claim you may need to make regarding any lack of authority, including forgery, or any other discrepancy if you notify us, within three months of receiving your statement of account, if any amounts have been debited to your account without your authority.

Sometimes we get things wrong. Where we do, we will work to make things right. You will not be liable for any fees, charges or interest that we incorrectly charge to your account contrary to our applicable terms and conditions. Please check the entries listed in your account statements regularly, and if you see an error please contact us immediately on **13 7267**.

## 10. Different ways of making deposits

Some accounts have restrictions on the ways in which you may make deposits. See the Summary of Features and Benefits for any restrictions on deposits that may apply to an account.

Type of deposit	Deposit options
Periodical payment	For making regular deposits to an account.
Electronic funds transfer	When you want to transfer funds between your accounts.
Cheque	When you want to mail a cheque, drawn on an Australian financial institution, to us. Only send cheques through the mail.
Direct credit	When you want to arrange for a deposit to be automatically paid into your account (e.g. a direct salary credit).
Bank@Post cash deposit	When you want to make cash deposits at an Australia Post branch using your debit card.
Bank@Post cheque deposit	When you want to make cheque deposits at an Australia Post branch using your debit card.

# Ways of accessing your accounts

## 11. Different ways of accessing your accounts – your choices at a glance

*Please note: not all access methods are available for your account – see the Summary of Features and Benefits for any restrictions on access methods available on your account.*

As the table below shows, there are many ways you can access the funds in your accounts, with some of these services available 24 hours a day, 7 days a week. Choose

the services that work best for you – they're all detailed in the rest of this section.

Please note that if you hold a RAMS debit card linked to your home loan, that debit card cannot be linked to your RAMS deposit accounts. If you wish to access your eligible deposit account using a RAMS debit card, a separate card and PIN will be issued to you. Please refer to the RAMS debit card Conditions of Use for full terms and conditions applicable to the RAMS debit card.

Access method	Description
Pay Anyone	Payment to an account with another financial institution using the 'Pay Anyone' function on myRAMS.
Periodical payment	<p>For making regular deposits to a RAMS deposit account or an account at another bank. This service helps make sure your payments will be made on time, subject to there being sufficient cleared funds in your account on the business day before the payment is due to be made.</p> <p>Periodical payments can be arranged by using myRAMS. You simply authorise us to make regular payments for you.</p>
Transfer funds (to another RAMS account)	Funds can be transferred easily between RAMS accounts using the 'Transfers' function on myRAMS.
Cash (using EFTPOS)	Where this option is offered by the merchant, withdraw cash at the same time you make a purchase with EFTPOS using your RAMS debit card.
ATM	Get access to your cash 24 hours a day, 7 days a week in Australia, or overseas wherever you see a Cirrus logo*, using your RAMS debit card.
BPAY®	Pay your bills 24 hours a day, 7 days a week using myRAMS – direct from your account.
EFTPOS	Pay for purchases across Australia with eftpos (including EFTPOS Tap & Pay™) and overseas wherever the eftpos terminal displays the Maestro logo*, using your RAMS Debit Card.
myRAMS	See all your accounts on one screen to get a better picture of your accounts instantly.
Bank@Post Cash Withdrawals	Withdraw cash at any Bank@Post branch using your RAMS debit card.
Direct debit	Transferring funds from your account drawn under a direct debit request you give another person or company (e.g. medical fund or gym membership).

\* This applies for cards issued prior to 27 November 2023. For cards issued on and from 27 November 2023, Cirrus and Maestro functionality does not apply.

## 12. ATMs

What you need: RAMS Debit Card and PIN.

### 12.1 What you can do at ATMs

- Withdraw cash 24 hours a day, 7 days (at most ATMs)
- Get your account balance

## 13. EFTPOS (Electronic Funds Transfer at Point of Sale)

What you need: RAMS debit card and PIN.

Using your RAMS debit card and EFTPOS, you can pay for goods and services and obtain cash directly from your deposit account at most retail and service outlets (some outlets do not give out cash).

If your RAMS debit card has eftpos Tap & Pay™ capability, you can make purchases under \$100 using your RAMS debit card only. For transactions of \$100 or more, you will be required to enter your PIN.

### 13.1 What you can do with EFTPOS terminals

- Make purchases without cash
- Withdraw cash at the same time from your deposit account
- Get a printed receipt
- Wide network of acceptance

### 13.2 Our responsibilities and liabilities (electronic banking access)

We will maintain electronic banking access to the nominated accounts at all times unless:

- an electronic banking terminal malfunctions or is unavailable;
- a merchant refuses to accept your card;
- at least one of the accounts is overdrawn or will become overdrawn without prior arrangement, or is otherwise considered out of order by us.

We may, at any time, alter the types of accounts which may be operated, or the types of transactions performed, or the types of electronic banking terminals that may be accessed using the card.

### 13.3 What happens if an electronic banking terminal does not work?

We will be responsible to the person(s) who owns the account for any loss which occurs because an electronic banking terminal accepts your instructions but fails to carry out the transaction requested.

If you are aware that the electronic banking terminal is not operating properly we will only be responsible for correcting the relevant account and refunding any fees or charges.

We will not be responsible if an electronic banking terminal does not accept your instructions or your card fails to work in the terminal.

## 14. Bank@Post

What you need: RAMS debit card and PIN.

We have a relationship with Australia Post which gives you the ability to make cash and cheque deposits and cash withdrawal at any Australia Post office, using Bank@Post.

## 15. Direct debits

You may authorise a merchant to debit funds from your account directly.

You may cancel your direct debit facility by calling **13 RAMS, that's 13 7267**. You should also contact the merchant who is debiting the funds from your account.

When you contact us to request the cancellation, we can complete the request on your behalf and forward it to the merchant. We will promptly process any instruction by you to cancel a direct debit request set up on your account and a complaint by you that a direct debit was unauthorised or otherwise irregular. We cannot accept a request to stop a payment made under a direct debit arrangement after we have debited the payment from your account.

If you wish to alter your direct debit facility, you should contact the merchant who is debiting the funds from your account.

We may decide not to make a direct debit if you do not have sufficient cleared funds in your account to cover the payment when the debit is to be made. We do not have to inform you if a direct debit is not made.

If a direct debit is due to be made on a day that is not a business day, we make the direct debit on the next business day.

## 16. myRAMS

You can use myRAMS to get a better picture of your accounts. Not only can you see your accounts instantly, you can pay almost anyone in Australia at any time. You can also print out or save your statements (if you have opted in to receiving electronic statements) and transaction history fee-free.

What you need: 8-digit customer identification number (CIN) alpha-numeric password (between 8 and 30 characters, which must include at least 1 upper case letter and 1 number).

If myRAMS is unavailable (for example because the system is undergoing maintenance) limited activities can be performed by calling **RAMS, that's 13 7267**.

When you use myRAMS for the first time you will be required to accept the terms and conditions that are provided online.

## 17. BPAY®

What you need: Access to myRAMS – the rest of the details are on your bill.

When you see the BPAY® symbol on a bill, you can pay that bill through myRAMS. It's a simple and convenient way to pay your bills.

### 17.1 What you can do with BPAY®

- Schedule payments in the future using BPAY®
- Obtain a receipt number
- Use via myRAMS 24 hours – 7 days

## 17.2 Getting started

You don't need to register for BPAY® bill payment facility, all you need to do is log on to myRAMS, and select Move money from the menu and BPAY Biller.

Then simply provide the biller code and reference number that appears on the bill or invoice, and a description that will appear on your statement. We'll debit your nominated account with the amount you specify.

You can arrange a BPAY® payment to be made in the future. Cleared funds must be available in the account the day before the payment is made and remain in the account until the payment is made. When scheduling multiple payments and choosing an end date, please note that the 'Last Payment Date' is the date your scheduled payments will expire, and no payment will be processed on or after this date. Please take this into consideration when setting up the date of your last scheduled transfer as the end date is the first date on which the payment will not be made.

Details of BPAY® payments, including the details you include in the description when setting up the payment, will appear on your account statement.

## 17.3 Rules about BPAY®

We are a member of the BPAY® Electronic Payments Scheme (BPAY® Scheme). You can ask us to make payments on your behalf to billers who wish to receive the payments through the BPAY® Scheme. The BPAY® Scheme cannot order a stop payment once you have instructed us to make that payment.

BPAY® payments can be initiated through myRAMS. The following terms and conditions apply to BPAY® through myRAMS.

## 17.4 Future dated payments

A payment may not be able to be made due to insufficient funds, an invalid account or because the biller no longer participates in the BPAY® Scheme.

## 17.5 BPAY payments and system cut-off times

Billers participating in the BPAY® Scheme will treat BPAY® payments you make as received according to the table below:

If the BPAY® payment is made	Payment will register as received
Before 4:00 pm Sydney time on a business day	On the date that you make the BPAY® payment
After 4:00 pm Sydney time on a business day	On the next business day
On a non-business day	On the next business day

## 17.6 Delays

Delays might occur because we received your BPAY® instructions after the times referred to above or because another participant in the BPAY® Scheme is not complying with its obligations. We cannot be responsible for such delays.

If we are advised that your BPAY® payment cannot be processed by a biller, we will credit your account with the amount of the BPAY® payment, and take all reasonable steps to assist you in making the BPAY® payment as quickly as possible.

## 17.7 Other concerns and their solutions

Please tell us promptly if:

- you become aware of any delays or mistakes in processing your BPAY® payments;
- you did not authorise a BPAY® payment that has been made from your account;
- you think that you have been fraudulently induced to make a BPAY® payment.

We will attempt to rectify any such BPAY® payments in the way described in the liability section below. However, except as set out in the liability section, we will not be liable for any loss or damage you suffer as a result of using the BPAY® Scheme. If you make an erroneous or mistaken payment, this will not satisfy part or whole of your underlying debt to the biller.

## 17.8 If you suspect fraud

If you make a BPAY® payment because of the fraud of a person involved in the BPAY® Scheme (e.g. a biller), then that person should refund you the amount of the fraud induced payment. If you are not able to obtain a refund then please advise us and we will inform you of other rights of recovery you may have under the BPAY® Scheme rules.

## 17.9 Consequential loss

We are not liable for any consequential loss or damage you suffer as a result of using the BPAY® Scheme, other than in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services which may not be excluded, restricted or modified at all, or only to a limited extent.

## 17.10 Liability for BPAY® transactions

With respect to BPAY® transactions, the account holder will not be liable for loss of funds if a BPAY® payment is made:

- to a person or for an amount which is not in accordance with the user's instructions; or
- in accordance with a payment direction which appeared to us to be from a user or on a user's behalf but for which a user did not give authority; and
- the account was debited for the amount of that payment.

In these situations, we will credit that amount to the account.

If the ePayments Code applies to an unauthorised BPAY transaction, liability for that transaction will be determined in accordance with the provisions of that Code.

4.2 If you are liable for an unauthorised or fraudulent payment or as a result of a BPAY View Error and the ePayments Code applies, then your liability is limited to the lesser of:

- (i) the amount of the unauthorised or fraudulent payment;
- (ii) the limit (if any) of your liability set out in our terms and conditions for the applicable product or service; and
- (iii) the limit (if any) of your liability imposed under the ePayments Code as the case may be.

If (ii) or (iii) applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.

4.3 Other than as set out below (and subject to the ePayments Code) we'll not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.

In situations where the account holder is liable for loss of funds by virtue of the above liability provisions, the account holder must pay us the amount if, after 20 business days of us attempting to recover it from the payee, we cannot do so.

## 18. Rules about depositing cheques

### 18.1 Third party cheque deposits

Cheques can only be deposited into the account of the person(s) named as payee on the cheque.

### 18.2 Withdrawing money from a deposited cheque

Funds may be withdrawn after three business days from the date the cheque is deposited to your account. (In certain uncommon circumstances, this may be extended by a further one, or even two, business days). If you require access to these funds earlier, you can apply for a Special Answer. This is only done at our sole discretion and you should contact **13 RAMS, that's 13 7267**. When drawings are made before a deposited cheque is cleared, you will have to reimburse us if the cheque is subsequently dishonoured. A cheque is dishonoured when there aren't sufficient funds in the account of the writer of the cheque or there is some irregularity in connection with the cheque.

### 18.3 Dishonoured cheques deposited into your account

If a cheque is returned to us unpaid it means it has been dishonoured by the bank on which the cheque was drawn. If that happens we may return the cheque to you. We will also reverse the entry in your account, that is deduct the amount we credited.

Where a cheque deposited to your RAMS Offset account is dishonoured while your RAMS Offset account is linked to an eligible RAMS home loan account, the interest offset calculation will be adjusted to take account of the dishonoured cheque. If the cheque you deposited is not paid, it is your responsibility to pursue payment from the person who gave it to you. There are a number of reasons why a cheque may be dishonoured, some of which are:

- there are insufficient available funds in the account of the drawer (the person who signed the cheque) to cover the amount written on the cheque;
- the cheque is not signed, the signature is not valid or more than one signature is required;
- the cheque is post-dated – i.e. presented for payment before the date that is written on it;
- the cheque is stale – presented for payment more than 15 months after the date written on it;
- the cheque has been materially altered without the alterations being properly signed or initialled by the drawer or another authorised person;
- the cheque has been 'stopped' by the drawer;
- there is a court order which prevents the drawer's account being used;
- we have been notified of the drawer's death, mental incapacity or bankruptcy.

### 18.4 When depositing a cheque

Please ensure you write your full name and the account number to which you want the cheque deposited on the back of the cheque. This will help us to identify the correct account and helps to expedite depositing of your cheque.

If you deposit a cheque from someone else and it is dishonoured (known as an 'inward dishonour'), you will not be charged a fee. If a cheque has not been cleared, we will notify you as soon as possible.

## 19. RAMS debit card

When you first open your accounts, you may be offered a RAMS debit card. You can use your RAMS debit card to get instant access to your funds at ATMs and at outlets that have EFTPOS, within Australia. In addition, you can use your RAMS debit card:

- if you have a Maestro logo on the back of your RAMS debit card, to make purchases overseas wherever you see the Maestro logo
- if you have a Cirrus logo on the back of your RAMS debit card, to access funds at ATMs overseas displaying the Cirrus logo
- to make cash and cheque deposits, and cash withdrawal, at any Australia Post branch using Bank@Post

From 27 November 2023, new, replacement and reissued cards will no longer feature the Maestro or Cirrus logos and you won't be able to use your RAMS debit card overseas.

When you make a transaction at an ATM or EFTPOS terminal, you authorise us to act on the instructions you enter into the terminal. You should ensure that the transaction amount is correct before you enter your PIN at the terminal as by doing so you indicate your agreement that the transaction amount is correct.

A RAMS debit card comes free with your account. If you decide not to obtain a RAMS debit card at the time you open your account, you can apply for one at any time in the future. Simply call **13 RAMS, that's 13 7267**. You must have an Australian residential address in order to apply for a RAMS debit card. Fees and charges may apply for replacement debit cards – see the RAMS Deposit Rates and Fees document for details on fees. Please refer to the RAMS debit card Conditions of Use for full terms and conditions applicable to the RAMS debit card.

## 20. Using your card at EFTPOS terminals

RAMS debit cards are accepted at any EFTPOS location in Australia. At various retail and service outlets you have the convenience of paying for goods and services and (at some outlets) obtaining cash directly from your account (known as 'cash out') by presenting your RAMS debit card.

If you have a Maestro logo on the back of your RAMS debit card, you can also use it at EFTPOS locations overseas wherever you see the Maestro logo. From 27 November 2023, new, replacement and reissued cards will no longer feature the Maestro logo and you won't be able to use your RAMS debit card overseas.

## 21. Using your RAMS debit card

You can use your RAMS debit card to purchase goods and services from merchants or withdraw cash from ATMs in the following ways:

In Australia only:

- inserting or swiping your RAMS debit card at an eftpos device and pressing the 'cheque/savings' / 'eftpos' option (if applicable) and entering your PIN; and
- if your RAMS debit card has eftpos Tap & Pay, by holding your RAMS debit card in front of the contactless terminal and waiting for the transaction to be confirmed. In Australia, there is no need to sign or enter a PIN for

purchase under \$100 with eftpos Tap & Pay. Some fees and charges may apply when you use your RAMS debit card. Refer to the RAMS Deposit Rates and Fees document for details.

When overseas:

If you have a Cirrus logo on the back of your RAMS debit card, you can withdraw cash at eligible ATMs by pressing the 'savings' button (if applicable) and entering your PIN. From 27 November 2023, new, replacement and reissued cards will no longer feature the Cirrus logo and you won't be able to use your RAMS debit card overseas..

## 22. Authorising RAMS debit card transactions

Generally all transactions will need to be authorised by us before they can proceed. The purpose of this authorisation is to confirm that there are sufficient funds in the account for the transaction.

## 23. Rules about your RAMS debit card

### 23.1 RAMS debit card does not provide credit

Subject to clause 3.3 (overdrawing your accounts), we do not agree to provide any credit in respect of your RAMS debit card. Pressing the 'credit' button at ATMs to make withdrawals, or at EFTPOS terminals gives you access to the funds available in your account and does not provide you with any credit in respect of the account.

### 23.2 Your card and PIN

A RAMS debit card and your PIN will be mailed to you separately after the account is opened, if you have requested a RAMS debit card. A RAMS debit card will be issued up to 5 business days after the account is

opened. You will need to call **13 RAMS, that's 13 7267** to activate your debit card before you can use it. We will not activate your debit card until all account holders have been satisfactorily identified.

Your PIN will be a four digit number allocated to you by us. For information on liability for RAMS debit card usage and PIN/code protection please refer to clauses 24 and 25 in this booklet.

### 23.3 Card validity and expiry

When cardholders receive their RAMS debit card, for security reasons, they must sign it immediately. It expires at the end of the 'valid thru' date.

As soon as a card expires, ensure that you destroy it by cutting it into several pieces and disposing of them securely.

### 23.4 Daily withdrawal limit

A maximum daily transaction limit of \$1000 applies across:

- cash withdrawals through ATMs
- transactions through EFTPOS terminals
- transactions at Bank@Post.

Merchants or other providers may also set additional limits. You will subsequently be advised of any changes we make to our daily transaction limit.

## 23.5 Card cancellation

We may cancel any card at any time, without prior notice. Once you are notified of the cancellation, you must not use your card. You must destroy it by immediately cutting into several pieces and disposing of them securely.

You may contact us to cancel your card at any time by calling **13 RAMS, that's 13 7267** or by returning the card to us. A cancellation may not be effective until you have returned the card to us.

If you close your accounts or where the card has been cancelled, the account holder will remain liable for transactions made using the card prior to or after its cancellation or closure of the accounts.

## 23.6 Card re-issue

We may issue a new card to you at any time. All re-issued cards are subject to the terms and conditions of the card. We reserve the right not to re-issue a card.

## 23.7 All cards remain our property

All cards remain our property and you are required to return the card to us:

- our request;
- cancellation of your card;
- closure of all of the accounts which are linked to your card;
- termination of your authority to operate all accounts which are previously linked to your card;
- if the account linked to the RAMS debit card is closed, the card will be automatically cancelled.

## 23.8 Overseas transactions

If you have a Cirrus logo on the back of your RAMS debit card, you can access your funds in your account at any international ATM where the Cirrus logo is displayed. If you have a Maestro logo on the back of your RAMS debit card, you can access your funds in your account at EFTPOS locations overseas wherever the Maestro logo is displayed by using your RAMS debit card and PIN.

Transactions made in a foreign currency are converted to Australian dollars at a rate set by Mastercard®. That rate may differ from the rate applicable to the date the transaction occurred, or the date when the transaction is posted to your account.

Please note that exchange rates quoted by us in Australia are not used to convert foreign currency transactions to the Australian dollar equivalent.

From 27 November 2023, new, replacement and reissued cards will no longer feature the Cirrus or Maestro logos and you won't be able to use your RAMS debit card overseas.

## 23.9 Statements

You should keep all vouchers and transaction records given to you when using your card. You can use these to verify the transactions on your account.

# Security and liability for Card and myRAMS usage

Anyone who has your card and PIN or Codes can make transactions on your accounts, so you must take special care to protect them.

## 24. Protecting your card, your PIN and myRAMS password

### 24.1 Protecting your Card

To protect your Card you must:

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

### 24.2 Card and PIN

If you make a record of your PIN, you must keep it separate and well away from your card unless the PIN is reasonably disguised. However, to minimise the risk of unauthorised transactions occurring on your account, it is best to keep your PIN record, even if disguised, separate and well apart from your card.

For example, you must not keep your card and undisguised PIN together:

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

### 24.3 Protecting your PIN and myRAMS password

To protect your PIN and myRAMS password you must:

- try to memorise them;
- destroy our letter telling you your PIN (if applicable) and any documentation we issue to you containing your myRAMS password;
- not write your PIN on your card, even if it is disguised;
- not keep a record of your PIN with or near your card;
- not tell anyone your PIN or myRAMS password including family members or friends;
- when selecting your myRAMS password, not select one that reflects your name, birth date, car registration, telephone number, postcode, licence number or government benefit number;
- make sure that nobody watches you or hears you when you are entering or using your PIN or myRAMS password with any electronic equipment;
- never enter your PIN in an electronic banking terminal that does not look genuine, has been modified, has a suspicious device attached to it or is operating in a suspicious manner;
- be ready to make a transaction when you approach an ATM or EFTPOS terminal;

- make sure that you do not leave anything behind when you complete a transaction including leaving your card unattended in or at an ATM;
- notify us immediately if your PIN mailer has not been received intact.

For security reasons, you should endeavour to change your myRAMS password at regular intervals (say, every two years).

If you make a record of your Codes you must either take reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised.

We do not consider that you have made a reasonable attempt to disguise a Code if you only:

- record it in reverse order;
- record it as a series of numbers with any of them marked to indicate the Code;
- record the Code as a telephone number, with the Code in its correct sequence anywhere within the telephone number;
- record the Code as a telephone number where no other telephone numbers are recorded;
- disguise the Code as a date or as an amount.

There may be other forms of disguise which may be similarly unsuitable because of the ease of another person working out your Code.

Please note: liability for losses resulting from unauthorised transactions is determined under the relevant provisions of the ePayments Code, notwithstanding the obligations listed above.

### 24.4 Loss or theft of a Card or PIN or myRAMS password

You must immediately notify us if your card, PIN or myRAMS password is lost or stolen, or you suspect that unauthorised transactions have been made on any account. This will enable us to put a stop on your card, or cancel your myRAMS password, straight away preventing or minimising losses resulting from unauthorised transactions and your potential liability for such losses (refer to clause 25 in this booklet).

The best way to contact us is by calling:

- **13 RAMS, that's 13 7267** if you are calling within Australia;
- **+61 2 9647 6967** if you are calling from overseas.

We will update your records with the date and time you contacted us. We will then cancel the relevant PIN and a new PIN will be posted to your mailing address.

If you cannot notify us because the phone line is unavailable, you are not liable for any unauthorised transaction that could have been prevented if you had been able to contact us by phone, provided you tell us within a reasonable time after the phone line becomes available again.

We will give you a reference number that verifies the date and time you contacted us. We will then cancel the relevant PIN and a new PIN will be posted to your mailing address.

If you cannot notify us because the phone line is unavailable, you are not liable for any unauthorised transaction that could have been prevented if you had been able to contact us by phone. However, you must tell us within a reasonable time after the phone line becomes available again.

## 25. Liability for unauthorised transactions

### 25.1 When the account holder is not liable

The account holder will not be liable for losses resulting from unauthorised transactions where it is clear that the user has not contributed to the loss.

The account holder will not be liable for losses resulting from unauthorised transactions that:

- are caused by the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of merchants (i.e. providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees; or
- require the use of a card, PIN or other Code and happen before the user receives their card, receives their PIN or receives or selects their Codes (as the case may be), including a replacement or reissued card or Code; or
- require the use of a card and/or Code and happen after we have been notified that the card has been misused, lost or stolen or that the security of the Code has been breached; or
- require the use of a card and happen after you have requested us to cancel a card and have returned the card to us; or
- are made with a card or Code that is forged, faulty, expired or cancelled; or
- are the result of the same transaction being incorrectly debited more than once to the same account; or
- are electronic transactions able to be made using an identifier without a Code or device; or
- are electronic transactions able to be made using a device and not a Code, provided the account holder did not unreasonably delay in reporting the loss or theft of the device.

### 25.2 When the account holder is liable

The account holder will be liable for losses resulting from transactions which are carried out by the user, or by another person with the user's knowledge and consent.

The account holder will be liable for actual losses resulting from unauthorised transactions caused by the user:

- engaging in fraud; or
- voluntarily disclosing their Codes to anyone, including a family member or friend; or
- keeping a record of a PIN:
  - without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
  - in a way that it could be lost or stolen with their card; or

- keeping a record of a myRAMS password
  - without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
  - recording the customer identification number and the myRAMS password in a way that they could be lost or stolen together; or
- writing their PIN or a disguised record of their PIN on their card; or
- selecting a myRAMS password which represents their birth date, or being an alphabetical code which is a recognisable part of their name, after we have asked them not to select such a code and told them of the consequences of doing so; or
- leaving a card in an ATM (provided the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in an ATM); or
- acting with extreme carelessness in failing to protect their Codes.

The account holder will also be liable for actual losses resulting from unauthorised transactions caused by the user unreasonably delaying notifying us of the misuse, loss or theft of their card, or of their Codes becoming known to someone else. The account holder's liability will only extend to losses which occur between the time when the user became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified.

However, the account holder will not be liable to pay for:

- that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the card, their account(s) or the relevant device;
- that portion of the losses incurred which exceed the balance of their account(s); or
- losses incurred on any accounts which we and the account holder had not agreed could be accessed using the relevant device; or
- losses incurred after we have been notified that the card or other device has been misused, lost or stolen or that security of the Code has been breached.

The account holder's liability is subject to us proving on the balance of probability that the user contributed to the losses in one or more of the ways listed above.

If more than one Code is required to perform a transaction and we prove that a user breached the security requirements for one or more, but not all, of those Codes, you will be liable under this clause only if we also prove, on the balance of probabilities that the breach of the security requirements was more than 50% responsible for the losses.

### 25.3 When limited liability applies

The account holder will only be liable for losses resulting from unauthorised transactions to a limited extent, in circumstances where a Code was required to perform the transaction and it is unclear whether the user contributed to the loss. The account holder's liability in such cases will be the least of:

- \$150; or
- the balance of the account(s); or
- the actual loss at the time we are notified of the misuse, loss or theft of the card or of the Code(s) becoming known to someone else (excluding that portion of

the loss incurred on any one day which exceeds the applicable daily transaction limit).

Notwithstanding anything else in these terms and conditions, for transactions governed by the ePayments Code, we do not deny a user's right to claim consequential damages resulting from a malfunction of a system or equipment provided by a party to a shared electronic payments network that you are entitled to use pursuant to these terms and conditions (such as a merchant or us) except where a user should reasonably have been aware that the system or equipment was unavailable or malfunctioning, in which case our liability for any loss arising from the equipment or system unavailability or malfunction is limited to:

- (a) correcting any errors; and
- (b) refunding any fees or charges imposed on the user.

## 26. Mistaken internet payments

This clause 26 does not apply to BPAY® payments. See clause 17 for information about BPAY® payments.

### 26.1 Reporting mistaken internet payments

You should report mistaken internet payments to us as soon as possible after you become aware of them. You can report mistaken internet payments to us by:

- **13 RAMS, that's 13 7267** if you are calling within Australia;
- **+61 2 9647 6967** if you are calling from overseas.
- completing the form available on myRAMS if within Australia or overseas

We will acknowledge receipt of your report of a mistaken internet payment, conduct an investigation into that mistaken internet payment, and inform you in writing of the outcome of our investigation within 30 business days of the day on which you made the report.

### 26.2 Dealing with mistaken internet payments

Mistaken internet payments will be dealt with by us in accordance with the ePayments Code, where the ePayments Code applies to the payment. Set out in clauses 26.3 and 26.4 is a summary of the processes in the ePayments Code.

We may be the sending institution, namely the financial institution whose customer made the payment or the receiving institution, namely the financial institution whose customer received the payment (this customer is the unintended recipient of the payment). We will be the sending institution where the payment is made from your account. We will be the receiving institution where the payment is made to your account.

Where a financial institution other than us is the receiving or sending financial institution, we cannot guarantee that it will follow the processes in the ePayments Code. A financial institution is unlikely to follow these processes if it is not an authorised deposit-taking institution for the purposes of the Banking Act 1959 (Cth). We are not liable for any loss suffered if it does not follow those processes.

Where the sending institution is not satisfied that a payment is a mistaken internet payment, it is not required to take any further action.

Notwithstanding anything set out below, where the unintended recipient of the mistaken internet payment is receiving income support payments from Services Australia or the Department of Veterans' Affairs, the receiving

institution must recover funds from that recipient in accordance with the Code of Operation: Recovery of Debts from Customer Nominated Bank Accounts in receipt of Services Australia income support payments or Department of Veterans Affairs' payments.

Where you or another financial institution advises us that you are, or we think you may be, the sender or recipient of a mistaken internet payment, you must give us, as soon as reasonably practicable and within the time we request, any information we reasonably require to enable us to determine whether the payment was a mistaken internet payment.

If we are satisfied that you have made a mistaken internet payment, we will, as soon as reasonably possible (and by no later than 5 business days of your report), send a request to the receiving institution for the return of the funds. If the receiving institution subscribes to the Code and they are satisfied that a mistaken internet payment was made, they are required to follow the process for recovering the payment that we described under clause 26.5.

### 26.3 Where sufficient funds are available in the unintended recipient's account

Where the sending institution is satisfied that the mistaken internet payment occurred and there are sufficient credit funds available in the account of the unintended recipient to the value of the mistaken internet payment, the process that will apply will depend upon when the report of the mistaken internet payment is made:

Where the report is made within 10 business days of the payment:

- if the receiving institution is satisfied that a mistaken internet payment has occurred, it will return the funds to the sending institution within 5 business days of the request or any reasonably longer period up to a maximum of 10 business days.

Where the report is made between 10 business days and 7 months of the payment:

- the receiving institution will investigate the payment and complete the investigation within 10 business days of receiving a request.
- if the receiving institution is satisfied that a mistaken internet payment has occurred, it will prevent the unintended recipient from withdrawing the funds for a further 10 business days and notify the unintended recipient that they will withdraw the funds if that recipient does not establish that they are entitled to the funds within that 10 business day period.
- If the unintended recipient does not establish they are entitled to the funds within that time, the receiving institution will return the funds to the sending institution within 2 business days of the end of that period.

Where the report is made after 7 months of payment:

- If the receiving institution is satisfied a mistaken internet payment has occurred, it must seek the consent of the unintended recipient to return the funds.

In each case where the receiving institution is not satisfied that a mistaken internet payment has occurred, it may (but is not required to) seek the consent of the unintended recipient to return the funds.

Where the funds are returned to the sending institution, it will return the funds to the holder as soon as practicable.

## 26.4 Where sufficient funds are not available

Where both the sending and the receiving institution are satisfied that a mistaken internet payment has occurred but there are not sufficient credit funds available in the account of the unintended recipient, the receiving institution will use reasonable endeavours to recover the funds from the unintended recipient.

## 26.5 Where you receive a mistaken internet payment

Where:

- (a) both we and the receiving institution are satisfied that a payment made to your account is a mistaken internet payment; and
- (b) sufficient credit funds are available in your account to the value of that payment; and
- (c) the mistaken internet payment is reported 7 months or less after the payment; and
- (d) for mistaken internet payments reported between 10 business days and 7 months of the payment, you do not establish that you are entitled to the payment within the relevant 10 business day period referred to in clause 26.3,

we will, without your consent, deduct from your account an amount equal to that mistaken payment and send that amount to the financial institution of the payer in accordance with clause 26.3 above.

If there are insufficient funds in your account, you must co-operate with us to facilitate payment by you of an amount of the mistaken internet payment to the payer.

We can prevent you from withdrawing funds the subject of a mistaken internet payment where we are required to do so to meet our obligations under the ePayments Code.

## 26.6 Liability for losses arising from internet payments

You must ensure that internet payment details are correct. You and your user are solely responsible for providing correct payment details including amount and payee details. We will return to you any funds recovered by us on your behalf from an unintended recipient in respect of a mistaken internet payment but otherwise have no liability to you or your user for any payment made in accordance with details provided by you or your user including mistaken internet payments.

# General Matters

## 27. Banking Code of Practice

The Australian Banking Association's Banking Code of Practice as updated, and adopted by us, from time to time (Banking Code) sets out the standards of practice and service in the Australian banking industry for individuals and small business customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this booklet. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code on our website or ask us for a hard copy over the phone.

## 28. The ePayments Code

The ePayments Code governs certain electronic payments to or from your account where you are an individual, for example using your RAMS debit card at ATMs and making payments using myRAMS. We will comply with the ePayments Code where it applies.

## 29. What happens if your details change?

If your address or other relevant details change, please notify us as soon as possible. This can be done easily through myRAMS.

If you wish to add a new account holder, or an account holder of a joint account wishes to be deleted from the account, the account must be closed.

Please note that unless you have given us adequate prior notification of account changes, we cannot be held responsible for any resulting errors or losses.

## 30. Privacy

We handle your personal information in accordance with the Privacy Statement in the application form for the products or service(s) applied for and in our privacy statement. Our Privacy statement is available at [www.rams.com.au/about-rams/privacy-statement](http://www.rams.com.au/about-rams/privacy-statement) or by calling **13 7267**. It contains information about how we handle your personal information, including how to access your information, seek corrections and make complaints.

## 31. Communications

### 31.1 Communications to you

Communications relating to your accounts, including statements of account and notices of any changes to the Terms and Conditions, will be given in writing, or in any other way agreed with us. We may give communications in writing to you directly or by media advertisement. If you agree, we may also give communications in writing electronically – see clause 31.3

### 31.2 Written communications

If we give you a written communication directly, we will send it to the most recent address you have given us. Where

we send written notice by ordinary mail, we will regard that notice as given 5 business days after we post it.

You must ensure that your contact details are correct and up to date at all times. You must promptly inform us of any change to your name or address. If we cannot locate you after having made reasonable efforts to do so, we may stop operations on your account(s) until you give us your current contact details.

### 31.3 Electronic communication

If you agree, we may provide information to you:

- by electronic communication to your nominated device, electronic equipment or electronic address (i.e. nominated email address); or
- by being made available at **RAMS.com.au** for retrieval by electronic communication to you. If we make the information available at **RAMS.com.au**, we will promptly notify you by electronic communication to your nominated device, electronic equipment or electronic address that the information is available for retrieval at the electronic address and the nature of the information.

### 31.4 Communications to us

We may require any request from you to be in writing, and in a form acceptable to us.

## 32. Marketing Communications

We will (and our RAMS franchisees may) use your personal information to send you offers for products and services we believe may be of interest and value to you (including by email, SMS or other means) unless you have previously told us that you do not want to receive marketing offers from us. The products and services offered may be provided by us or one of our third-party partners. If you do not want to receive direct marketing offers from us, you can call us on **13 7267**, let us know using any of the other contact details in our [Privacy Statement](#) or follow the opt-out instructions in the message. If you do not want to receive direct marketing offers from a RAMS franchisee, you should contact them directly or follow the opt-out instructions in their message.

## 33. When we may delay or refuse transactions

### 33.1 When we may delay or refuse transactions

In some circumstances, including where we consider it reasonably necessary to meet our regulatory and compliance obligations (including those relating to anti-money laundering and counter-terrorism financing) or to manage associated risk, we may, without giving you notice:

- block or place a stop on your card; and/or
- delay, block, freeze or refuse a transaction.

Examples of when we may take these measures include where we have reasonable grounds to believe that:

- a transaction may breach Australian law or sanctions (or the law or sanctions of any other country); or
- your account, myRAMS and/or card is being used in a manner we reasonably consider is unsatisfactory, fraudulently or in a way that might cause you or us to lose money; or
- you do not provide us with any document or information we reasonably request from you.

We may take these measures for as long as we reasonably need. We and our correspondents are not liable for any loss you suffer (including consequential loss) in connection with the relevant product(s).

You provide us the following undertakings and indemnify us against any potential losses arising from any breach by you of such undertakings:

- you will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country); and
- the underlying activity for which any deposit product is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

You should also be aware that:

- we may from time to time require additional information from you to assist us in the above compliance process; and
- where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties. We may also provide your identifying information, including your TFN, to service providers we have appointed, to assist in maintaining and processing your account information.

### 33.2 Payments made in error

Where we reasonably believe that a payment made to your account may be a payment made in error, we may, without your consent, deduct from your account an amount no greater than the payment amount made in error and return it to the understood source of origin or as required by law, code or regulation. A payment made in error includes a fraudulent payment, a payment as a result of a scam affecting you or another person, an over payment, a duplicate payment or a payment error made by us. We will take steps, acting reasonably, to contact you in relation to a payment made in error where we consider it relates to a scam or fraud unless we are unable. If you receive a mistaken internet payment into your account we may be required to act in accordance with the ePayments Code.

## 34. What to do if you have a problem or dispute

### Getting your complaint heard

Sometimes you may want to talk about problems you are having with us, RAMS or UMP.

Please see the last page for the roles we, RAMS and UMP may play with your account.

Fixing these problems is very important to us. Whether you have a complaint about us, RAMS or UMP, please follow the steps below to help us deal with your issues quickly and fairly.

### Please talk to us first.

We aim to resolve your complaint at your first point of contact with us, so we encourage you to contact us through any of the following channels:

- Telephone: **13 RAMS, that's 13 7267**
- Email: **service@ramsservices.com.au**
- Fax: **(02) 9736 5273**
- Mail: **Locked Bag 5001, Concord West, NSW 2138**

If we can't resolve your complaint at your first point of contact with us, we will escalate it to our Service Solutions Team for further investigation.

### What to do if you are still unhappy

If you are not satisfied with our response or handling of your complaint, you may be able to lodge your complaint with the Australian Financial Complaints Authority (AFCA), which is the free, independent external dispute resolution scheme for us, RAMS and UMP. Their contact details are:

#### Australian Financial Complaints Authority

- Online: **www.afca.org.au**
- Email: **info@afca.org.au**
- Telephone: **1800 931 678**
- Mail: **Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001**

## 35. Changes to terms and conditions

We may change the terms and conditions that apply to:

- your account;
- your account access channel – myRAMS or RAMS debit card; or
- any product or service outlined in this booklet.

We'll always let you know if, for any reason, the terms and conditions of your account change. However, advance notice may not be given where a change has to be made to immediately restore or maintain the security of our systems or of individual accounts or facilities. We can also give you a shorter notice period (or no notice) of an unfavourable change if it is reasonable for us to manage a material and immediate risk.

If we introduce a new fee or charge, you agree that we may debit that fee or charge to your account. Unless otherwise specified in this booklet, we may notify you of changes as set out in the following table:

Type of change	Time frame	Method of notification
New fee or increase in fee for performing electronic transactions, or issuing or replacing a device used to conduct electronic transactions (such as card or Code)	30 days in advance	In writing, electronically or through media advertisement
Other new fee or increase to a fee	30 days in advance	In writing, electronically or through media advertisement
Interest rate changes	No later than the date of the change, except where the rate is linked to money market rates or other rates – changes to which we cannot give you advance notice	In writing, electronically or through media advertisement
Changes to the way interest is calculated, charged or paid to your account – or to the balance tiers which determine the interest rate or rates	30 days in advance	In writing, electronically or through media advertisement
Changes increasing your liability for electronic transactions	30 days in advance	In writing or electronically
Transaction limits on electronic transactions, a facility or electronic equipment, including RAMS debit card and Pay Anyone	30 days in advance	In writing or electronically
Government charges	In advance of the change, or as soon as practicable afterwards, unless the change has been publicised by a government agency, government or representative body	In writing, electronically or through media advertisement
Any other change to a term or condition	In advance of the date of the change	In writing, electronically or through media advertisement

## 36. Financial Claims Scheme

If you have a deposit account with us, you may be entitled to a payment under the Financial Claims Scheme (FCS) in certain circumstances. The FCS is run by the Australian Government to protect customer bank account deposits held in Australian Authorised Deposit-Taking Institutions. Payments under the Financial Claims Scheme are limited for each customer. You can find out more information about how the FCS limit is applied by visiting [rams.com.au](https://rams.com.au) and searching Financial Claims Scheme. You can also obtain more information about the FCS at [www.fcs.gov.au](https://www.fcs.gov.au)

## 37. Foreign Tax Residents

We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may ask you whether you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident from time to time, such as when you open an account with us, or if your circumstances change. If you do not provide this information to us, including information about the foreign tax identification number for all countries you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident of, we may be required to limit the services we provide to you. This could include not opening your account, or limiting functions or services of your account, or closing it.

Unless you tell us otherwise, by completing any application for products covered by these terms and conditions, you certify that you, any shareholder, named beneficiary, settlor or controlling person is not a foreign tax resident. You must tell us if you, or any shareholder, named beneficiary, settlor or controlling person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (e.g. for beneficiaries identified only as a class) you must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify such beneficiary and, in any case, before such distribution is to be made to them. You may contact us to provide foreign tax residence information by calling **1300 725 863**. We cannot give tax advice, so please contact your independent tax advisor if you need help finding out whether any person is a foreign tax resident.

# Definitions

By **'electronically'** we mean:

- electronic communication to your nominated electronic address (i.e. e-mail address); or
- making particulars of the changes available at our website and sending to your nominated electronic address a notification that the changes can be retrieved from **RAMS.com.au**.

To assist you with reading this booklet, listed below are some definitions for terms which are used throughout this document.

**'Account holder'** and **'you'** is the person(s) in whose name an account is conducted and who is responsible for all transactions on the account.

**'Available balance'** means the total balance in your account less any uncleared transactions (i.e. cheques deposited that have not yet been cleared).

**'Business day'** where we mention 'business day' within this booklet we are referring to any weekday when we are open for business in any State or Territory of Australia. If we are closed in all States and Territories then that day will not be a business day. If our offices are closed in your State or Territory but open in other States or Territories then we will still regard that day as a business day in every State and Territory.

Saturday and Sunday are not classified as business days even though we may be open for business.

**'Card'** means an authorised card issued by us for your account or for which we allow you to link to your account and includes a RAMS Debit Card.

**'Code'** means a PIN, myRAMS password or any similar information which may be required in order to make electronic funds transfer transactions to or from accounts, and which the user is required to keep secret.

**'Current balance'** means an authorised card issued by us for your account or for which we allow you to link to your account and includes a RAMS debit card.

**'Code'** means a PIN, myRAMS password or any similar information which may be required in order to make electronic funds transfer transactions to or from accounts, and which the user is required to keep secret.

**'Current balance'** means the total balance in your account which may include any uncleared funds.

**'Device'** means an article we give to a user to perform electronic transactions. It includes a Card.

**'eftpos Tap & Pay™'** means authorising a transaction by holding your RAMS debit card in front of a contactless terminal without having to insert or swipe the RAMS debit card into an electronic banking terminal.

**'electronic equipment'** includes electronic terminals (e.g. ATMs and EFTPOS terminals), computers, televisions and telephones.

**'electronic transactions'** means payment, funds transfer and cash withdrawal transactions that are initiated on your account using electronic equipment and not intended to be authenticated by comparing the manual signature with the specimen signature.

**'Identifier'** means information that a user knows and must provide to perform an electronic transaction but is not required to keep secret.

**'merchant'** means a provider of goods or services who accepts payment by card.

**'Mistaken internet payment'** means a payment, other than one made using BPAY®, by an individual through a 'Pay Anyone' internet banking facility and processed through direct entry where the funds are paid into the account of an unintended recipient because the individual enters or selects a BSB number and/or identifier that does not belong to the intended recipient as a result of the individual's error or the individual being advised of the wrong BSB number and/or identifier. This excludes payments made as a result of a scam.

**'myRAMS'** means the facility issued by us pursuant to which you can transact on your account using electronic equipment.

**'non-Westpac Group branded ATM'** refers to any ATM which is not branded Westpac, St.George, Bank of Melbourne or BankSA.

**'office bearer'** means a director of a company, partner in a partnership, trustee of a trust, chairman, secretary or treasurer of an association or a co-operative.

**'other bank'** means any bank or financial institution which is not part of the Westpac Group.

**'PIN'** means the Personal Identification Number used in conjunction with your Card.

**'RAMS'** means RAMS Financial Group Pty Ltd ABN 30 105 207 538 AR 405465 Australian credit licence 388065.

**'UMP'** means Unisys Mortgage Processing (No. 1) Pty Ltd ABN 29 147 490 819.

**'User'** means you and the person(s) authorised by the account holder to perform the type of transactions permitted by the Account holder.

**'we', 'us' and 'our'** means Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714.

The products described in this booklet are provided to you by: Westpac Banking Corporation 275 Kent Street, Sydney NSW 2000

RAMS is a wholly owned subsidiary and an authorised representative of Westpac Banking Corporation. RAMS is authorised by Westpac Banking Corporation to distribute these deposit account products.

UMP is authorised to provide financial services, including call centre and other administrative services in relation to these deposit products, as an authorised representative of Westpac Banking Corporation. UMP can be contacted through any of the following channels:

- Telephone: **13 7267**
- Email: **service@ramsservices.com.au**
- Mail: **Locked Bag 5001, Concord West, NSW 2138**

This page has been left blank intentionally



For more information

☎ 13 RAMS, *that's* 13 7267

🔍 [RAMS.com.au](https://rams.com.au)