



# Terms & conditions

for electronic banking (PDS)



**LAIKI BANK**

By your side, all your life!

## CONTACT NUMBERS:

General: 1300 888 700

If calling from overseas: + 612 8262 9000

Cards: 1300 888 730

If calling from overseas: + 612 8262 9102

eBank: 1300 880 760

If calling from overseas: + 612 8262 9101



## Contents

Introduction and Emergency Telephone Numbers	4
Definition of Words	5
General Matters	9
Devices (eg cards, subscriber numbers)	10
Codes	11
Who is Liable for Losses Resulting from Unauthorised Transactions?	13
Transactions, Payments or Transfers made on Electronic Equipment	15
Bpay (Bpay Scheme)	16
Obtaining Account Information	17
When you need to Cancel or Block an Additional User's device and/or access	17
What charges can the bank make?	17
System or Equipment Malfunction	18
Privacy of Personal Information	18
Complaint Resolution & Investigation	18
Using an access method to purchase goods and services	20
Notice of Variations to the Terms and Conditions	20
Electronic Communication	21



## Terms and Conditions for Electronic Banking PDS

These Terms and Conditions form Part 4. of a five part Product Disclosure Statement (PDS). If you do not have Parts 1., 2., 3. and 5., the PDS is incomplete. Please contact Laiki Bank on 1300 888 700 to arrange for them to be sent to you. These documents can also be obtained in any of our branches or from our website [www.laikibank.com.au](http://www.laikibank.com.au).

Part 1. LBA Deposit, Saving & Transaction Accounts (PDS)

Part 2. Fees and Charges (PDS)

Part 3. Interest Rates (PDS)

Part 4. TERMS AND CONDITIONS FOR  
ELECTRONIC BANKING (PDS)  
(Effective 02/2007)

Part 5. Complaints Policy (PDS)

### Cards- Emergency Telephone Numbers

If a user's card and/or code is lost, stolen, misused or code has become known to someone else and you are in Australia you must notify LBA as soon as possible. The best way to minimise your liability is to contact LBA via telephone by calling **1300 888 730** or visit any Laiki Bank branch.

If you are overseas call the Card Help Desk on **+61 2 8262 9102**. LBA cannot issue you with a replacement card until you return to Australia.

A card replacement fee applies for the replacement of a card, except if it is stolen and a copy of a police report is provided.

### Internet Banking - Emergency Telephone Numbers

If a user's subscriber number and/or code is lost, stolen or misused and you are in Australia, call **1300 880 760** or visit any Laiki Bank branch.

If you are overseas call Laiki eBank on **+61 2 8262 9101**.



## Definition Of Words

(The reference in this document to the singular includes the plural and vice versa).

### **ATM**

means Automatic Teller Machine

### **Account Access Service**

means a service for the purposes of:

- i) the user providing a code/s to a service provider to enable the service provider or another person to access accounts
- ii) the user storing or recording a code/s in a manner required by the service provider to facilitate access to an account.

### **Access Method**

means a method Laiki Bank makes available to users, for them to give us instructions

### **Account**

means the account held with the Bank and/or to be held with the Bank in the name of the Account Holder which pursuant to the application and/or to a notification by the Account Holder to the Bank from time to time, shall be connected through the international network known as "Internet" and/or telephone lines and/or radio signals and/or television signals and /or through electronic and/or other connections as shall be determined by the Bank from time to time, with the Laiki eBank and for any account that Laiki eBank is available.

### **Accountholder**

means the person who has signed the present application which has been accepted by the Bank for the use, by the User, of the services offered by Laiki eBank from time to time.

### **Authorised User**

means the person authorised by the Account Holder to use any of the services offered by Laiki Bank.

### **Bank**

means Laiki Bank Australia Ltd ABN 44 093 488 629 (AFSL 243444), its subsidiaries, successors and/or assigns

### **BPAY (BPAY Scheme)**

means the electronic payments scheme through which a user may instruct us to make BPAY payments on your behalf to Billers who have advised that you can make



payments to them through this scheme.

### **BPAY Payments**

means payments that users instruct us to make to Billers through the BPAY scheme

### **Biller**

means an organisation which issues bills to their customers, which customers can pay through the BPAY Scheme

### **Business day**

means a day on which we are able to effect settlements through the Reserve Bank of Australia

### **Code**

means special information such as a PIN or password comprising of numbers or letters or a combination of both, that must be kept secret and be known only by the user, or the user and the bank, which the user must provide to access an EFT account

### **Communication Network**

means the communication network through which we make a service available to you

### **Computer**

means the computer of the Account Holder and/or User which he or she uses to gain access to Laiki eBank, through the Internet, or through other means of electronic connection, as shall be determined by the Bank from time to time.

### **Designated User**

means any person designated and/or authorised by the Account Holder and/or the Authorised User to use any services offered by Laiki Bank in accordance with the application.

### **Device**

means any card or subscriber number issued by us to allow a user to access your account electronically

### **EFT account**

means an account maintained by us which belongs to an identifiable accountholder who is a customer of ours and from or to which we permit a user to initiate an EFT transaction

### **EFT Code**

means the Electronic Funds Transfer Code of Conduct dated 1 April 2002

**EFT transaction**

means a transfer of funds from or to an EFT account made by a person through electronic equipment using a device and code in combination or a device and signature in combination

**EFTPOS**

means Electronic Funds Transfer at Point Of Sale. This retail facility allows you to debit the cost of your purchases to selected LBA accounts.

**Electronic equipment**

means equipment such as electronic terminal, computer, television and telephone.

**Instructions/Orders**

means the instructions given by the User to the Bank in writing or through the Laiki eBank, by telephone or verbally or by telephone signals, and/or through computer, and/or radio and/or telephone means and/or machines. ("Telephone signals" means the signals generated by a touch tone telephone).

**Internet**

means the international information network.

**Laiki eBank**

means the services provided, from time to time, by the Bank to the Account Holder and/or to the User for the execution of financial and/or banking and other transactions and/or orders and/or instructions through computer and/or telephone and/or any other equipment required through the Internet or through such other electronic connections, and/or telephone through which access is given to the services, as shall be determined by the Bank from time to time, which include inter alia and without prejudice to the generality, transfer of funds to and from an account, electronic transfer of records, statements of account, creating Periodical Payments and information relating to services and/or facilities provided by the Bank.

**PIN**

means a Personal Identification Number used in conjunction with a device which:

- is known to a user and is intended to be known only to the user or only to the user and us;
- we require the user to keep secret; and



- the user must provide (in any manner which we approve) to or through electronic equipment in order to access an EFT account

**Scheduled payment**

means you nominate a future date to process a payment or transfer of funds

**Subscriber No.**

means the identification number which the Bank issues to the User, to be used by the User together with the PIN to gain access to Laiki eBank and to enable the user to make transactions through Laiki eBank.

**Transaction**

means an EFT transaction.

**User**

means the Account Holder and/or Authorised User and/or Designated User.

**We, Us, Our and the Bank**

means Laiki Bank (Australia) Limited ABN 44 093 488 629 (AFSL 243444), its subsidiaries, successors and/or assigns, or belonging to Laiki Bank (Australia) Limited ABN 44 093 488 629 (ASFL 243444), its subsidiaries, successors and/or assigns.

**You and Your**

means the accountholder and/or the User

**General Matters**

These Terms and Conditions apply to the use of your EFT account and all EFT transactions. They also apply to the website which is operated by Laiki Bank Australia Ltd ABN 44 093 488 629 (LBA) under the domain name [www.laikibank.com.au](http://www.laikibank.com.au) (LBA website).

We recommend that you read these Terms and Conditions carefully and keep them in a safe place, also that you periodically review them as you may need to refer to them in the future.

Products and services are offered to the Account Holder and/or User subject to the terms and conditions herein contained and to such other terms and conditions, Privacy Statement, security notices, disclaimers and any other rules of use disclosed in writing or contained on the website.



**If you have any questions or queries about these Terms and Conditions, please call:**

General Enquiries: 1300 888 700  
between 9:00am and 5:00pm, Mon. to Fri.  
Laiki Card Centre: 1300 888 730  
between 9:00am and 5:00pm, Mon. to Fri.  
Laiki eBank: 1300 880 760  
between 9:00am and 5:00pm, Mon. to Fri.

These Terms and Conditions apply to EFT transactions utilising such services and devices such as the Laiki Access Card and Laiki eBank (the internet banking service of Laiki Bank, which may be accessed with a personal computer by visiting [www.laikibank.com](http://www.laikibank.com)).

These Terms and Conditions comply with the EFT Code and we warrant that we will comply with the EFT Code effective 1 April 2002.

Any of these Terms and Conditions that modifies, cancels or limits our liability to you, or which affects or limits your rights, does so only to the maximum extent permissible by applicable law and the EFT Code.

These Terms and Conditions become binding as soon as we have supplied them to you (or any other user), and you (or that other user) accept the device and code. From that time onwards you and we must comply with these Terms and Conditions. Also your first use of the Laiki eBank website or your first use of your device and/or code will be taken as your agreement to comply with these terms and conditions.

At your request, we may issue a device and a code to any other user. Any such request must be in writing.

You may become liable under these Terms and Conditions not only for your own actions or omissions, but also those of any other user.

**1. Devices (e.g. cards, subscriber numbers)**

- 1.1 The user of any device we issue to you (or any other user) is governed by these Terms and Conditions.
- 1.2 We require you to personally collect your device or authorise a third party to do so on your behalf.




Users must:-

- i) sign their device without delay upon receiving it;
- ii) make sure that their device is still in their custody by checking regularly (even if you have not used your device for a while);
- ii) carry their device at all possible times and keep it in secure and safe place.

- 1.3 All new, re-issued or replacement devices that are issued will be inactive. Devices will be activated upon collection once receipt of PIN has been confirmed.
- 1.4 In the case of Laiki eBank, we require you to personally ring Laiki eBank on 1300 880 760 and provide verifying information before your eBank access will be activated.
- 1.5 Any device we issue remains our property and it must be returned to us if we ask for it. Your 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 the card or hand it in to your local branch when it is no longer valid (eg, when it reaches expiry date).
- 1.6 If your card has not been transacted upon for its entire validity period and its validity period has expired, your card will not be re-issued.

## **2. Codes (e.g. PIN, password, subscriber number or other special information)**

- 2.1 Codes are advised by letter. We strongly suggest that the code be memorised as soon as the letter containing the code is received. Thereafter the letter should be destroyed.
- 2.2 We cannot advise you of the same code again.
- 2.3 The following paragraphs contain guidelines for keeping a code secure. Your liability for loss relating to an EFT transaction will be determined in accordance with the EFT Code.
- 2.4 We will mail out your code or codes (separately if there is more than one code).  
The best way to keep your code secure is to memorise it. You may keep a record of your code, however users must:-
  - i) not inform anyone of their code or allow any one to find out what their code is - this includes

- 
- friends and family;
  - ii) not keep their device and code or codes together;
  - iii) not let anyone view them entering their code, such as by ensuring that there are no security cameras, mirrors or any other means of observing code entry, and making every attempt to protect it;
  - iv) be ready to make the transaction when they approach the ATM;
  - v) not leave anything behind after the transaction is complete that could reveal their code.
- 2.5 If a decision is made to keep a record of a code, the user must make a reasonable attempt to disguise the code in the record so that others will not be able to decode it. Otherwise you may be held liable.
- 2.6 We are not liable to reimburse you if an unauthorised transaction occurs on your account and you have not made a reasonable attempt to disguise a code or to prevent unauthorised access to the code record in accordance with these Terms and Conditions.
- 2.7 We will not regard it a reasonable attempt to disguise a code if the user:
- i) records the code by reversing the number sequence;
  - ii) records the code as a telephone number where no other telephone numbers have been written down;
  - iii) records the code as a series of words or numbers with the code being marked or circled in such a way to indicate it;
  - iv) records the code as any date (eg 20/3/95) or a date of birth, a postcode or a telephone number;
  - v) records the code in an easily understood code such as A=1, B=2, C=3, etc.
- 2.8 Do not record your code or the disguised record on a device.
- 2.9 Never keep the code record and the device in a location where a thief could get hold of both the device and the disguised code. You must keep code records separate and well apart from your device.
- 2.10 You must make certain that devices and codes are never kept together:
- i) in the same receptacle which itself can be lost or stolen (for example in the same briefcase, folder, wallet, bag or purse); or



- ii) in the same car; or
  - iii) at home in the same item of furniture, eg different drawers of the same office table; or
  - iv) in any other situation where a device could be reasonably thought as to be not separate and well apart from a codes record.
- 2.11 You must tell us immediately if you become aware that your device or code is lost or stolen or if you suspect that someone else has knowledge of your code.
- 2.12 When you report a misuse, loss, or theft of your device or code we will give you a number which will be proof of the date and time of your report. You should keep this number as evidence that you have notified us of the situation.
- 2.13 Subject to these Terms and Conditions, if it can be proven that you unreasonably delayed notifying us of the loss, theft or misuse of a device or code you will be liable for any unauthorised transactions that occur on your account.
- 2.14 Spyware is prohibited. If you knowingly use a computer that contains software, such as Spyware, that has the ability to compromise access codes and/or customer information, you will be infringing these terms and conditions and we will not be liable for any losses that you may suffer as a result.

### **3. Who is Liable for Losses Resulting from Unauthorised Transactions?**

- 3.1 We treat any transaction carried out by any user as an authorised transaction unless, prior to the transaction, the account holder has told us to cancel a user's device and code and the device is destroyed. A transaction made by another user, which is not authorised by you, is not an unauthorised transaction. i.e. a transaction effected by an authorised user will be treated as a transaction that is authorised by the user irrespective of whether the account holder consented to the transaction.
- 3.2 An account holder is not liable for any loss arising out of an unauthorised transaction when:
- i) The transaction happens after you have advised us, in accordance with these Terms and Conditions, that device has been misused, lost or stolen or that the security of the code has been breached; or
  - ii) the transaction happens before any user received




their device or code or subscriber number, or replacement device or code or subscriber number, and the transaction required the use of any such device or code; or

- iii) the loss relates to a device or any component of a device being forged, faulty, expired or cancelled; or
- iv) the loss is caused by either fraudulent or negligent conduct of any of our staff or agents or an act of the staff or agents of any person or company involved in the EFT network; or
- v) the same transaction has been incorrectly debited more than once to your account.

Note: If any unauthorised person appears to have used or attempted to use the Laiki eBank or other electronic equipment to enact a transaction, the Bank may disclose any relevant information to such law enforcement, governmental or other authorities as it considers appropriate.

- 3.3 Where clause 3.2 does not apply, and subject to this clause 3.3, you will be liable for any loss arising out of an unauthorised transaction if we can prove on the balance of probability that the user contributed to the losses through the users fraud or by:
  - i) the user voluntarily disclosing his or her code to anyone (including a family member or friend);
  - ii) the user indicating their code on the outside of the device or keeping a record of the code on an article carried with the device;
  - iii) the user acting with extreme carelessness in failing to protect the security of the code;
  - iv) any non-compliance by the user of these Terms and Conditions in relation to device or code security;
  - v) unreasonably delaying to inform us that a device has been misused, lost or stolen or that the security of the code has been breached.
- 3.4 You will be liable under clause 3.3 for actual losses that occur before we are informed that the device has been misused, lost or stolen or that the security of the code has been breached.
- 3.5 You will not be liable under clause 3.3 for any of the following amounts:-
  - i) that portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s);
  - ii) that portion of the losses incurred in a period



which exceeds any other periodic transaction limit(s) applicable to that period;

- iii) that portion of the total losses incurred on any account which exceeds the balance of that account (including any prearranged credit);
- iv) all losses incurred on any accounts which we had not agreed with you could be accessed using your device.

3.6 Where the code was required to perform the unauthorised transaction and none of clauses 3.3-3.5 applies, you will be liable for the least of:

- i) \$150 (or such lesser figure that we may determine) unless it is clear that you did not contribute to the losses; or
- ii) the balance of those account(s) (including any pre-arranged credit) from which value was transferred in the unauthorised transactions and which we had agreed with you may be accessed using your device and code; or
- iii) the actual loss at the time we are notified (where relevant) that the device has been misused, lost or stolen or that the security of the code has been breached (excluding that portion of the losses incurred on any day which exceed any applicable daily transaction or other periodic transaction limit(s)).

3.7 We, or an external dispute resolution body has the discretion to reduce your liability where you allege that a transaction is unauthorised and we have not placed a reasonable daily or periodic transaction limit. The following factors will be regarded in deciding the extent of your liability:

- i) whether our verification method used to accept your authority, for the transaction, was secure and reliable to protect you from losses in the absence of limits; and
- ii) if the transaction was a funds transfer that involved drawing on a line of credit, whether at the time of making the line of credit accessible by the access method, we had taken reasonable steps to warn you of the risk of the access method being used to make unauthorised transactions on that line of credit.

#### **4. Transactions, Payments or Transfers made on Electronic Equipment**

4.1 Where a transaction is made by means of electronic equipment using a device and code, you authorise us



at the same time to act on the instructions put into that electronic equipment.

- 4.2 Transactions made through electronic equipment:
- i) are governed by these Terms and Conditions as well as the Terms and Conditions of the accounts being used;
  - ii) may be limited to certain amounts that are set by us.

Current Limits are:

**Card daily withdrawal limit**

Unless you have made arrangements with your branch for an increased limit, your ATM daily withdrawal limit is AUD\$1,000 and your daily purchase limit is \$1,500 per LBA Card. This means you can use your LBA Card to withdraw a combined total of AUD\$2,500 per day from the account to which it is linked, provided your account contains sufficient funds. In the event of a system failure, this daily withdrawal may be reduced or restricted.


Note: If you make arrangements to increase your ATM daily withdrawal limit and/or your daily purchase limit, your liability for unauthorised transactions may increase. The increased limit may allow an unauthorised person with knowledge of your access code to make larger withdrawals than would otherwise have been the case under the previous limit.

**Internet Banking daily withdrawal limit**

The amount able to be transferred through internet banking, including BPAY payments, is subject to a daily limit set by Laiki which is \$2000 per day (unless you have made arrangements with your branch for an increased limit). This limit includes transfers for any internal payments and any external payments. In the event of a system failure, this daily withdrawal may be reduced or restricted.

Note: If you make arrangements to increase your internet banking daily withdrawal limit, your liability for unauthorised transactions may increase. The increased limit may allow an unauthorised person with knowledge of your access code to make larger withdrawals than would otherwise have been the case under the previous limit.

You should be aware that the other financial institutions and third parties may impose their own limits and restrictions on transfers which Laiki bears no responsibility for.

- 
- 4.3 Transactions made through electronic equipment after cut-off time, on a business day, or made on a day which is not a business day, may be processed under the date of the next business day.

Transfers made through Internet Banking will generally be processed to the recipients account on the next business day provided they are made before 4.30pm (EST) Monday to Friday (excluding national public holidays). BPay payments (same day) will generally be processed to the recipients account on the next business day provided they are made before 4.30pm (EST) Monday to Friday (excluding national public holidays). Transactions made after these times will generally be processed on the second business day.

Note: We may vary cut-off times at any time. Temporary changes may be done without notice. Permanent changes will be advised to you. This disclaimer of liability does not restrict any other provisions contained in any other part of the PDS, which limit the banks liability.

- 4.4 Security of deposits received at an institutions' equipment is the responsibility of the institution receiving the deposit, from the time the transaction is completed.
- 4.5 We will take the reasonable precautions to protect and keep confidential any information that is transmitted by us through electronic equipment. If any unauthorised access occurs to that information we will not be liable.
- 4.6 We may at any time and without notice to you block the use of a code or device or retain a device if we believe the code and/or device is being used in such a way that may cause losses to you or us. We reserve the right to change the daily minimum or maximum amounts that you may withdraw from an account using electronic equipment at any point in time.
- 4.7 The Bank, at any time and at its absolute discretion, may refuse to receive and execute any instructions and/or provide any information and/or provide any service to the User.
- 4.8 We will also take all reasonable steps to ensure that the account information that we supply to you through electronic equipment is correct and updated regularly, however the bank will not be responsible



for any loss suffered by the accountholder where information is inaccurate.


- 4.9 If you have instructed the bank to make a payment or transfer, in most cases it will be made.
- 4.10 You must be careful when sending funds to other accounts. Laiki does not verify account details you enter. If you discover that a payment or transfer was made in error or for the wrong amount you must seek recourse from the recipient, as Laiki cannot reverse transactions you make in error. In these cases, you may ask us to perform a Transaction Trace Request to confirm the destination of a transfer made from your account. (Note: A fee is applicable for this service, please refer to the Fees and Charges PDS). In most cases the funds will be returned to your account within 48 hours. You will not be notified of returns to your account, therefore you must check your transaction lists regularly. Should an amount not be returned automatically, it may not be recoverable at all.
- 4.11 If you instruct us to effect a transaction and it is possible to effect it using more than one payment or transfer channel we may choose which payment or transfer channel will be used to effect that transaction.

## **5. BPAY (BPAY Scheme)**

- 5.1 You must comply with the terms and conditions applying to the account to which you request us to debit a BPAY Payment. The Terms and Conditions set out herein are in addition to those terms.
- 5.2 If in relation to your use of BPAY there is any inconsistency between the terms and conditions applying to the account and terms and conditions herein, these terms and conditions will apply to the extent of that inconsistency.
- 5.3 You can ask us to make a BPAY Payment at some time in the future up to 90 days. Cleared funds must be available the day before payment is due.
- 5.4 If we are not able to make the BPAY Payment at that future payment date we will advise you.
- 5.5 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.



- 5.6 In the event of insufficient funds Laiki may:
- a) use its discretion to honour the payment; and
  - b) charge a fee to your account for doing so (refer to Fees and Charges PDS).
- 5.7 You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the payer and that Biller.
- 5.8 We will treat your instruction to make a BPAY Payment as valid if, when you give it to us you comply with these terms and conditions so that you enter the correct Access Codes.
- 5.9 Responsibility for correct details You must ensure that Payment details are correct. You and your User are solely responsible for providing correct payment details including amount and payee details. We have no liability to you or your User for any payment made in accordance with details provided by you or your User. You acknowledge that we are not obliged to effect a BPAY Payment if any of the information you give us is inaccurate.
- 5.10 We will not accept an order to stop a BPAY Payment once you have instructed us to make that BPAY Payment.
- 5.11 If we are advised that your payment cannot be processed by a Biller, we will:
- Advise you of this
  - Credit your account with the amount of the BPAY Payment
  - Take all reasonable steps to assist you in making the BPAY Payment
- 5.12 A delay may occur in processing a BPAY Payment where:
- There is a public or bank holiday on the day after you tell us to make a BPAY Payment
  - You tell us to make a BPAY Payment either on a day which is not a Banking Business Day or after the Payment Cut-off Time on a Banking Business Day which is currently 4.30pm (EST).
  - Another financial institution participating in the



BPAY Scheme does not comply with its obligations under the BPAY Scheme

- A Biller fails to comply with its obligations under the BPAY Scheme

While it is expected that any delay in processing under this agreement for any reason set out in this clause will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

- 5.13 Mistaken payments If you instruct us to make a BPAY Payment and you later discover that:
- The amount you told us to pay was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess
  - The amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference
- 5.14 If a BPAY Payment is made to a person or for an amount, which is not in accordance with your instructions and your account was debited for the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount from the person who received it within 20 Banking Business Days, you must pay us that amount.
- 5.15 Unauthorised payments You should check your account records regularly and notify us immediately if you did not authorise a BPAY Payment that has been made from your account.
- 5.16 If you tell us that a BPAY Payment made from your account is unauthorised, you must first give us your written consent addressed to the Biller concerned, consenting to Laiki Bank obtaining from the Biller the information about you and your account with that Biller. If you do not give us that consent, the Biller may not be permitted under privacy law to disclose to us the information we need to investigate or rectify that BPAY Payment.
- 5.17 If a BPAY Payment is made in accordance with a payment direction, which appeared to us to be from you or on your behalf but for which you did not give



authority, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:

- a) We can not recover the amount from the person who received it within 20 Banking Business Days of us attempting to do; and
- b) The payment was made as a result of a negligent payment direction.

5.18 Fraudulent payments If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund to you the amount of the fraudulent payment. However, if that person does not refund to you the amount of the fraudulent payment, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraudulent payment.

5.19 You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- a) Did not observe any of your obligations under these terms and conditions; or
- b) Acted negligently or fraudulently in connection with this agreement.

5.20 We may suspend your right to participate the BPAY Scheme at any time under the following circumstances:

- a) You are in breach of these terms and conditions; or
- b) You or someone acting on your behalf is suspected of engaging in fraudulent conduct; or
- c) You are engaging in conduct that is in our sole opinion disruptive to the operation of our Internet Banking service and or BPAY.

## **6. Obtaining Account Information**

6.1 You or any user can obtain account information by visiting any of our branches in Australia.

6.2 We will give you statements at least every 6 months for any accounts, which you have accessed through electronic equipment. Statements are also available on



request.

- 6.3 All transaction records issued by the electronic equipment should be retained to allow you to verify statement entries. All entries should be confirmed for accuracy once you receive your statement.
- 6.4 If you need to dispute any transaction appearing on your statement you must do so immediately.
- 6.5 The date that appears on the transaction record may vary from the date that appears on your account statement. This occurs because transactions completed on a specific day may be held over to be processed on the next business day.

## **7. When you need to Cancel or Block an Additional User's device and/or access**

- 7.1 If you wish to cancel a device issued to an additional user you must visit one of our branches and destroy the additional device. Alternatively, you may place a temporary block on the other user's device that will restrict their access to your account.
- 7.2 However, unless the other user's device is destroyed, the cancellation or block will not be fully effective. If any transactions are made by that other user with the device you will be held liable.
- 7.3 If the accountholder wishes to withdraw or restrict the services offered by Laiki Bank to an additional user, the accountholder must give written instructions to the bank.

## **8. What charges can the bank make?**

- 8.1 We may debit the account nominated by you for this purpose with any charges for the issue, use, renewal or replacement of a device and code (as well as any activity or general fees and charges applying to the account). Please refer to the Fees and Charges brochure (Part 2. of the PDS), which is available at any branch of LBA.
- 8.2 Any other of your accounts with us may be debited if there are insufficient funds in your chosen account.

## **9. System or Equipment Malfunction**

- 9.1 We will make all reasonable efforts to make certain that electronic equipment is operational during normal operating hours. If any user's device does not activate the electronic equipment and/or the



electronic equipment does not accept instructions from the user we will not be liable.

- 9.2 If you are aware at the time of use that the electronic equipment is not functioning correctly, our liability is limited to correcting any errors to your account and to refund any charges and fees debited to your account(s) as a result of the error.
- 9.3 You do not lose any protection given under these Terms and Conditions solely because you or any other user use a device and a code in electronic equipment that is not owned by us.
- 9.4 You agree that the Bank shall not be liable to you or any Third Party for any modification, suspension or discontinuance of the Laiki eBank Website.

## **10. Privacy of Personal Information**

- 10.1 We comply with the National Privacy Principles in the Privacy Act 1988 (Cth). Further information on our Privacy Policy, which sets out our policies regarding the management of personal information is available at any Laiki Bank branch. A copy may also be viewed on the website at [www.laikibank.com.au](http://www.laikibank.com.au)

## **11. Complaint Resolution & Investigation**

- 11.1 If you believe that an error has occurred please contact us in any of the following ways:
  - Phone: 1300 888 700 between 9.00am - 5.00pm Monday to Friday
  - Fax: + 61 2 9283 7723
  - Mail: Laiki Bank (Australia) Ltd  
GPO Box 4288  
SYDNEY NSW 2001
- 11.2 If the problem cannot be resolved immediately to both your and our satisfaction you should call into one of our branches, preferably the one where you have your accounts.
- 11.3 We may ask you to complete a written statement and/or form regarding your complaint. Our staff will assist you to complete this. You can also request that a complaint form be mailed to you so you can complete it and send it back to the bank.
- 11.4 Upon receipt of the details of the complaint in writing we will, within 21 days, write to advise you of our decision or of the need for more time to complete our investigation.
- 11.5 We should complete our investigation within 45 days



but if we are unable to do so we will:

- i) inform you of the reasons for the delay,
- ii) provide you with monthly updates and progress of the complaint, and
- iii) advise you of a date when resolution is expected.

11.6 Upon completing the investigation of a complaint we will advise you of the final outcome in writing. This advice will include:

- i) The decision made
- ii) The reason(s) such a decision was made- including references to relevant clauses of the EFT Code as reflected in these Terms and Conditions.
- iii) Details of any adjustments to your account (if appropriate).

11.7 If we find that you are liable for any portion of the loss we will make available to you copies of any documents or other evidence relevant to the outcome of our investigation.

11.8 If you remain dissatisfied with the decision or the handling of your complaint you may ask us to have senior management review the case.

11.9 At any stage of your complaint you may wish to take your complaint through the external dispute resolution scheme of:

The Banking and Financial Services  
Ombudsman Limited  
GPO Box 3  
Melbourne VIC 3001  
Tel: (03) 9613 7333 or  
Toll Free: 1300 780 808  
Fax: (03) 9613 7354  
Website: [www.bfso.org.au](http://www.bfso.org.au)  
email: [enquiries@bfso.org.au](mailto:enquiries@bfso.org.au)

11.10 Further information on Complaint Resolution may be obtained by referring to (Part 5. of the PDS), which is available at any branch of LBA, alternatively a copy may be viewed on the website at [www.laikibank.com.au](http://www.laikibank.com.au).

## **12. Using an access method to purchase goods and services**

12.1 We are not liable if any retailer or service provider refuses to accept an access method for use in an account access service.



- 12.2 You must check that the correct amounts are entered in the electronic equipment before you authorise the transaction.
- 12.3 The user must resolve any disputes with the retailer about incorrect charging or supply of goods and services.

### **13. Notice of Variations to the Terms and Conditions**

- 13.1 We may vary these Terms and Conditions at any time. We must give you at least 20 days prior written notice for changes such as:
  - i) Imposing fees or charges or increasing any current fees or charges relating solely to the use of the website, a device or code, or to the issue of an additional or replacement device or code.
  - ii) Increases to your liability for losses relating to transactions using a device or code (subject to the limits set out previously in these Terms and Conditions).
  - iii) Imposing, removing or adjusting any transaction limits applying to your device or code, an account or electronic equipment.
- 13.2 You will be notified of other variations by us placing a notice in press advertisements or posting bulletins on the website, or by writing to you, in advance of the day on which the change comes into effect.
- 13.3 If there are many important changes we will issue a new Terms and Conditions brochure incorporating all the variations made.
- 13.4 Exceptions: Advance Notice is not required if a change is needed in an emergency to restore or maintain the security of our electronic banking systems or of individual accounts.

### **14. Electronic Communication**

- 14.1 Provided you have agreed to us doing so, we may notify you of the above type of variations to the Terms and Conditions either by:
  - a) electronic communication to a device, electronic equipment or electronic address nominated by you; or
  - b) making particulars of such variations available on our website at [www.laikibank.com](http://www.laikibank.com).





Call us on 1300 888 700

Visit our website  
[www.laikibank.com.au](http://www.laikibank.com.au)

Email us at [lba\\_info@laiki.com](mailto:lba_info@laiki.com)

Laiki Bank Australia Limited

ABN 44 093 488 629 AFSL 243 444

LB0243 effective 08/2007



**LAIKI BANK**

By your side, all your life!