

Access Card

# Electronic Banking Conditions of Use



# Important!

**Please read the following Terms & Conditions before using your Transcomm Access Card.**

**Use of your Transcomm Access Card implies that you agree to be bound by the following terms and conditions:**

The terms and conditions contained in this document set out the terms on which **Transcomm** agrees to you accessing your nominated account by card.

These terms and conditions do not govern the terms on which any credit facility with **Transcomm** is provided. Those terms are contained in the agreement pursuant to which any such facility is provided.

Further, nothing in these terms and conditions is to be taken as in a way derogating from anything contained in the Consumer Credit Code where that Code applies.

For the purpose of the conditions of use for your Access Card:

“ATM” means Automatic Teller Machine. “AUTOBANK” means any Electronic Terminal operated by the Commonwealth Bank.

“BANK” means Commonwealth Bank of Australia (successor in law to State Bank of Victoria): ABN 48 123 123 124.

“BOARD” means the Board of Directors of **Transcomm Credit Co-Operative Limited**.

“CARDHOLDER” or “YOU” or “YOUR” means a member or any person in whose name a card is issued by **Transcomm**, or is authorised by the member to operate their nominated account.

“CARD/ACCESS CARD” means a Card issued by **Transcomm** for use in any Terminal in **Transcomm’s** electronic banking network or any replacement or additional card.

“COMMONWEALTH BANK” means Commonwealth Bank of Australia ABN 48 123 123 124.

“DRAWING LIMIT” is the amount of clear available funds in the Nominated Account including any agreed credit limit.

“ELECTRONIC BANKING CONDITIONS” means the conditions of use detailed in this leaflet.

“EFTPOS or ELECTRONIC ACCESS” means any transfer of funds by use of a card or PIN initiated through a terminal by which a Nominated Account is directly or indirectly debited or credited.

“MEMBER” means the person in whose name a Nominated Account with **Transcomm** is opened and is primarily responsible for that Nominated Account.

“NOMINATED ACCOUNT” means an account with **Transcomm** to which you have been given electronic access.

“PERIODIC TRANSACTION LIMIT” means the maximum aggregate of withdrawals, cash advances and purchases determined from time to time and advised to the member which may be made by electronic access until midnight each day from any Bank or **Transcomm** terminal which may be varied under condition 13. Terminals of other financial institutions in **Transcomm's** electronic banking network may impose different periodic transaction limits.

“TRANSCOMM” means **Transcomm Credit Co-Operative Limited** ABN 54 087 651 750 AFSL 245606.

“STANDARD TRANSACTION CHARGE” means a fee charged by **Transcomm** and/or by any other financial institution for use of an electronic funds transfer system terminal.

“TERMINAL OR ELECTRONIC TERMINAL” means an authorised electronic terminal in which you can use your Card and PIN and includes Terminals of all Financial Institutions in **Transcomm's** Electronic Banking Network and Terminals owned by **Transcomm**, either ATM's or Agency Machines.

“WE/US” refers to **Transcomm Credit Co-Operative Limited**.

# Access Card

## Terms & Conditions of Use

### Electronic Banking Conditions

These Electronic Banking Conditions govern Electronic Access to any Nominated Account.

Should you not agree to these Electronic Banking Conditions, you should cut your Card in half and return it to **Transcomm** immediately.

Unless you have already agreed in writing to these Electronic Banking Conditions, you agree to be bound by these conditions by the first authorised use of your Card.

### Transcomm's Warranty of Compliance

**Transcomm** warrants that it will comply with the provisions of the Electronic Funds Transfer Code of Conduct and the Mutual Banking Code of Practice.

### 1. MEMBER LIABILITY

The Member is liable at all times for the authorised use of an additional Card and for any breach of these Electronic Banking Conditions by a Cardholder.

Should the member wish to withdraw the Cardholder's right to use any additional Card, the additional Card should be cut in half and returned to **Transcomm** together with a written request to withdraw that right.

### 2. TRANSCOMM CANCELLATION OF CARD

All cards issued by **Transcomm** remain its property at all times and **Transcomm** reserves the right at its option to cancel or suspend electronic access to any Nominated Account by your Card and PIN without prior notice to you if it believes that the continued use of the card may cause loss to you or **Transcomm**.

### 3. CARD VALIDITY

A Card is valid and may only be used if:

- it has been signed by the Cardholder;

- it is used between 'valid from' and 'until end' dates;
- it has not been damaged;
- it has not been cancelled or suspended; and
- it is used in accordance with these Electronic Banking conditions.

You must destroy your Card when it expires.

#### **4. CARD CANCELLATION BY YOU**

You may cancel use of your card by cutting your card in half and forwarding it to **Transcomm**.

#### **5. CARD RE-ISSUE**

**Transcomm** may re-issue your Card from time to time for use in accordance with these Electronic Banking Conditions unless your Card has been cancelled or the use of it has been suspended.

#### **6. YOUR RESPONSIBILITY TO SAFEGUARD YOUR CARD AND PIN**

It is your responsibility:

- to sign your card immediately on receipt;
- on receipt of your PIN, to immediately commit your PIN to memory and destroy the PIN advice;
- not to write or record your PIN on your card;
- not to disclose your PIN to any other person.

#### **7. REPORTING A LOST OR STOLEN CARD**

**If you believe that your card has been misused, lost or stolen or your PIN security has been breached, you must advise Transcomm immediately upon suspecting or becoming aware of it by ringing either -**

**Member Services Department  
between 8.30 am - 4.30 pm Monday to Friday  
on (03) 9629 4484, or After Hours on 1800 252 149**

**You must keep a record of any notification number or other form of acknowledgment which are given to you as evidence of the time and date of your call.**

## 8. CHANGE OF ADDRESS

You must notify **Transcomm** promptly if you change your address. Until **Transcomm** receives such notification all correspondence to you will be sent to your last known address.

Correspondence to **Transcomm** should be sent to:

Member Services

**Transcomm Credit Co-Operative Limited**

99 King Street, Melbourne 3000

## 9. PROCESSING OF ELECTRONIC ACCESS TRANSACTIONS

### 9.1 Hours of Operation of Terminals

The hours of operation of terminals may be varied without notice to you.

### 9.2 Time of Processing

Any Electronic Access transaction that you make prior to midnight may be processed to your Nominated Account as at that date or on the following bank business day.

### 9.3 Transactions are Irrevocable Orders

Unless a transaction is an unauthorised transaction under condition 10, a transaction by Electronic Access undertaken by you is regarded by **Transcomm** as an authorised irrevocable order. You may not cancel instructions that you give through a terminal.

### 9.4 Periodic Transaction Limit

The total amount of all withdrawals, cash advances or purchases by use of any card or cards on a member's Nominated Account at any Electronic Banking Terminal in any one day may not exceed the Periodic Transaction Limit. Refer to **Transcomm's** leaflet "Things You Should Know About Your Access Card" for specific transaction limits.

### 9.5 Account Statements

Account statements for a Nominated Account without a credit facility, other than a passbook account, recording all transactions since the previous account statement will be issued to a member at the end of March, June, September and November.

A Nominated Account with a credit facility is issued statements at the end of each billing cycle (currently month end).

You should check every account statement carefully immediately after you receive it. If you believe that there has been an error you should contact **Transcomm**. If necessary, please follow the error/dispute investigation procedures in condition 12.

### **9.6 No Guaranteed Availability of Electronic Access**

Promotional material displayed on any premises is not to be taken as a warranty by **Transcomm** or by any terminal operator that electronic access is available from those premises or that all goods or services available at those premises can be purchased or obtained by way of electronic access.

Subject to any applicable law, **Transcomm** will not be responsible for the refusal by any merchant to accept your card.

### **9.7 Transaction Receipt**

When you complete a transaction through a terminal, you will usually receive a transaction receipt. You should check it carefully, immediately when you receive it and retain it as a record of the transaction to be checked against your statement. If you believe that there is an error on a transaction receipt, for an EFTPOS transaction, you should try to resolve the matter first with the Merchant, otherwise, you should call **Transcomm** during normal business hours on (03) 9629 4484 or 1800 013 042 and if necessary, follow the error dispute procedures in condition 12.

### **9.8 Point of Sale Transactions**

Unless required by law **Transcomm** will not accept liability for the refusal of any EFTPOS Merchant to accept your card nor will **Transcomm** accept liability for any goods or services purchased by Electronic Access through an EFTPOS terminal. In the event that any EFTPOS terminal malfunctions or is otherwise unavailable for use, the Merchant may provide alternative manual procedures to effect your transaction.

### **9.9 Card Retention**

Your card may be retained by a Merchant, an automatic teller machine, **Transcomm** or an authorised **Transcomm** agent if:

- it has expired;
- it has been cancelled or suspended;
- it has been reported as lost or stolen;

- it is damaged; or
- because of the repeated entry of an invalid PIN.

In the event that your card has been retained, please call **Transcomm** during normal business hours.

## 10. LIABILITY FOR UNAUTHORISED ELECTRONIC ACCESS

The conditions dealing with unauthorised Electronic Access do not apply to any transaction with your knowledge and/or consent.

### 10.1 No Liability

You have no liability for losses where it is clear that you have not contributed to the unauthorised electronic access and for losses caused by unauthorised electronic access where such losses:

- occur before you receive your Card and PIN;
- are caused by use of a forged, faulty, expired, or cancelled card;
- are caused by the fraudulent or negligent conduct of **Transcomm's** employees, agents or Merchants who are linked to the electronic funds transfer system or their agents or employees;
- occur after you notify **Transcomm** under condition 7 that your Card has been misused, lost or stolen or that PIN security has been breached.
- are caused by the same transaction being incorrectly debited more than once to the same account.

### 10.2 Your liability where it is unclear whether you contributed to the loss

Where it is unclear whether or not you contributed to those losses caused by unauthorised Electronic Access, your liability for those losses occurring before you notify **Transcomm** under condition 7 will be limited to:

- \$50.00
- the actual loss at the time of notification of the loss or theft; or
- the balance of your nominated account(s) (including any pre-arranged credit).
- The fact that the account has been accessed with the correct PIN, while significant, will not of itself be conclusive evidence that the cardholder has contributed to the loss.

### **10.3 Your liability where you contributed to the losses by disclosing your PIN**

You will be liable for the actual losses caused by unauthorised Electronic Access which occurs before you notify **Transcomm** under condition 7 if you contributed to such losses by:

- not signing your Card;
- indicating your PIN on your Card;
- keeping a record of your PIN (without making any reasonable attempt to disguise your PIN) with any article carried with your Card or liable to loss or theft simultaneously with your Card; or
- voluntarily disclosing your PIN;

except for:

- that portion of the losses incurred on any one day which exceed the Periodic Transaction Limit applicable to your Card or Nominated Account(s); or
- that portion of the total losses incurred on any one day which exceed the balance of your Nominated Account(s) (including any pre-arranged credit).

### **10.4 Your liability when you have contributed to the losses by unreasonably delaying notification**

Where you contribute to losses caused by unauthorised Electronic Access by unreasonably delaying notification of:

- the misuse, loss or theft of your Card; or
- your PIN becoming known to someone else;

you will be liable for the actual losses which occur between the time when you become aware (or should reasonably have become aware in the case of a lost or stolen card) and when you actually notify under condition 7 except for:

- that portion of the losses incurred on any one day which exceed the periodic transaction limit applicable to your card or Nominated Account(s); or
- that portion of the total losses incurred on any one day which exceed the balance of your Nominated Account(s) (including any pre-arranged credit).

## 11. TERMINAL SYSTEM OR EQUIPMENT MALFUNCTION

If a terminal or the system to which it is connected malfunctions resulting in loss to you, then **Transcomm** will correct that loss by making any necessary adjustments to your Nominated Account including any adjustment for applicable interest, or credit charge, as the case may be, and any charges and fees.

## 12. ERROR/DISPUTE INVESTIGATION AND RESOLUTION

If you believe that there has been an error in an Electronic Access transaction or instances of unauthorised electronic access or other error in an account statement for which you should not be liable, you must contact **Transcomm** promptly, initially by phone or in person and then in writing.

Transcomm has its own internal dispute resolution procedures. These procedures are set up to deal with any disputes concerning these products or their associated features. Any complaints can be made to the Internal Disputes Resolution Officer, Transcomm Credit Union, 99 King Street, Melbourne, 3000 or by telephoning (03) 9629 4484 during business hours. Complaints will be dealt with according to established guidelines and will ensure fairness to all our members.

### 12.1 Cardholder's Responsibility

It is your responsibility to disclose all relevant information available to you regarding the matter, the subject of your complaint, including:

- i) your name, address, card number, nominated account number and PIN details;
- ii) details of the transaction in question; and
- iii) the amount of the suspected error.

### 12.2 Investigation

**Transcomm** will either advise you that:

- a) **Transcomm** has been able to immediately resolve your complaint to the mutual satisfaction of **Transcomm** and yourself and record any details of relevant adjustments; or
- b) **Transcomm** has been unable to immediately resolve your complaint and it will be further investigated in accordance with the procedures in condition 12.3.

If **Transcomm** advises you to the effect of (b) above, **Transcomm** will also provide you with a written notice of its procedures for investigation and resolution of complaints.

### 12.3 Further Investigations

- a) **Transcomm** will endeavour to complete the investigation of your complaint as soon as possible. We will advise you in writing within twenty-one (21) days of receiving the relevant details concerning your complaint, either:
  - of the outcome of the investigation; and details of the reasons for the decision, including references to the applicable conditions in these Electronic Banking Conditions: or
  - that **Transcomm** requires more time to complete the investigation.
- b) Unless there are exceptional circumstances, **Transcomm** will complete its investigation of your complaint within forty-five (45) days of receiving the relevant details of your complaint. If there are such exceptional circumstances, **Transcomm** will advise you in writing.
- c) If as a result of the investigation, **Transcomm** concludes that an error has been made by **Transcomm**, **Transcomm** will promptly adjust the Nominated Account concerned (including any appropriate adjustment of that account for interest or credit charge, as the case may be, and/or charges) and provide you with written details of this correction.
- d) If the investigation establishes that an account has not been incorrectly debited or credited or in the case of unauthorised Electronic Access, that you have contributed at least in part to the loss occasioned by that unauthorised Electronic Access, **Transcomm**
  - will promptly advise you of the outcome of the investigation in writing and details of the reasons for **Transcomm's** decision (including references to the relevant conditions in the Electronic Banking Conditions); and
  - supply you with copies of any documentation or other evidence on which **Transcomm** based its findings including information from the logged transaction and the result of the investigation to establish whether there was any system malfunction at the time of the transaction.

## 12.4 Taking the Matter Further

**Transcomm** will make every endeavour to resolve your complaint. If however you are dissatisfied with the results of the investigation, you are able to refer the matter to our external dispute resolution scheme. This external dispute resolution scheme is available to you at no cost, as Transcomm Credit Union is a member of Credit Ombudsmen Service Limited (COSL). The Credit Ombudsman Service is an independent and impartial complaint resolution scheme approved by the Australian Securities and Investments Commission (ASIC). For more information visit COSL at [www.cosl.com.au](http://www.cosl.com.au) or call 1800 138 422.

## 12.5 Non-Compliance

**Transcomm** will accept full liability for the amount of a transaction which is the subject of your complaint if **Transcomm** failed to comply -

- a) with the allocation of liability under these Electronic Banking Conditions; and/or
- b) with the procedures in condition 12 and if non-compliance in a) or b) prejudiced the outcome of **Transcomm's** investigation or resulted in an unreasonable delay in the resolution of your complaint.

## 13. VARIATION OF ELECTRONIC BANKING CONDITIONS

Subject to any applicable law, **Transcomm** may vary or modify these Electronic Banking Conditions at any time. **Transcomm** will give you at least thirty (30) days prior notice in writing of any alteration that will:

- Impose or increase charges relating solely to the use of your Card and PIN, or the issue of an additional or replacement Card; or
- Increase your liability for losses relating to Electronic Access or adjust the Periodic Transaction Limit.

**Transcomm** will give you at least seven (7) days prior notice of any other changes by:

- Notices on or with your account statements
- Inclusion in **Transcomm's** member newsletter.

If **Transcomm** advises you of any change other than on or with your account statement, **Transcomm** will give you written advice of the change with your next account statement.

Advance notice of any changes will not be given when changes are necessitated by an immediate need to restore or maintain the security of **Transcomm's** electronic banking network or any Nominated Account.

Unless the contrary is proved, any notice or correspondence sent to you by post is deemed to have been received by you in the ordinary course of post.

## **14. FEES AND CHARGES**

### **14.1 Subject to sub-condition 14.2**

**Transcomm** may at its discretion:

- i) charge the member's account with any government taxes or duties and other statutory charges where due;
- ii) charge the member's account with any duties, fees, charges, or costs applicable as determined by the Board of **Transcomm**;
- iii) institute a standard transaction charge for each use of the card in any Electronic Terminal;
- iv) charge the member's account for providing to the member other than in the normal course of business any information or statements in respect of the account;
- v) where the member's Nominated Account does not have an agreed credit facility and operates with an unauthorised debit balance, **Transcomm** reserves the right to apply interest at the highest rate applied to **Transcomm** approved continuing credit contracts;
- vi) in the event an unauthorised debit balance remains outstanding in a member's Nominated Account, **Transcomm** reserves the right to transfer funds from any other of the member's **Transcomm** accounts in full satisfaction of the debt.

### **14.2 Notwithstanding Sub-Condition 14.1**

To the extent that access to the member's Nominated Account is dependent on the operation of a contract that is a regulated contract for the purposes of the Consumer Credit Code, **Transcomm** will charge only such fees and charges in connection with access to that Nominated Account as are authorised by that contract.

Refer to **Transcomm's** Schedule of Fees & Charges for current charges relating to electronic banking or ring 9629 4484 for further information.

**Transcomm Credit Co-Operative Limited**

99 King Street

Melbourne Vic 3000

Phone: (03) 9629 4484

Country Victoria: 1800 013 042

## To report a lost or stolen card:

During Office hours Phone (03) 9629 4484

After hours Phone 1800 252 149

## We're as close as your phone or visit our Head Office at:

99 King Street, Melbourne VIC 3000

Phone (03) 9629 4484

Country Vic 1800 013 042

Fax (03) 9629 4130

### **Hours of Business**

8.30am - 4.30pm Monday to Friday

### **General Enquiries**

[enquire@transcomm.com.au](mailto:enquire@transcomm.com.au)

### **Loan Enquiries**

[loans.dept@transcomm.com.au](mailto:loans.dept@transcomm.com.au)

### **Website**

[www.transcomm.com.au](http://www.transcomm.com.au)

### **Transcomm Credit Co-operative Ltd**

ABN 54 087 651 750

AFSL 245606