

# Redial Telephone Banking Terms and Conditions

Effective date: 01 June 2009



For You, Your Family, Your Future.



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**The Police Department Employees' Credit Union Ltd**

ABN 95 087 650 799. AFSL No. 240018

Level 27, 1 Market Street, Sydney NSW 2000.

Customs Credit Union is a division of The Police Department Employees' Credit Union Ltd. All terms and conditions that apply to Police Credit Union also apply to Customs Credit Union.

Dear Member,

This document contains the Terms and Conditions which apply to your access and use of our Redial telephone banking service (including transactions on your accounts with us made through this service).

Please read through the Terms and Conditions carefully before accessing your Membership accounts with us. It is important to know and understand your rights and obligations as well as the manner in which this service operates so that you may make an informed decision to proceed and use this service.

These Terms and Conditions operate alongside any legal rights held by you or us, but do not replace any of those rights.

If you have difficulty in using this service please telephone us on 131 PCU (131 728) and speak to one of our Assistance Centre Operators.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Bruce Williams', written in a cursive style.

Bruce Williams  
Chief Executive Officer

## **TABLE OF CONTENTS**

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<b>PRIVACY STATEMENT AND CONSENT</b>	<b>2</b>
<b>SYSTEM REQUIREMENTS</b>	<b>2</b>
<b>CONDITIONS OF USE</b>	<b>2</b>
1. Glossary of terms	2
2. General Terms and Conditions of Redidial services	4
3. Access code	6
4. How to keep your access code safe	8
5. Authorised person	8
6. Ancillary equipment	9
7. What to do if your access code is lost or stolen, or you believe there has been unauthorised access to your code and/or accounts	9
8. Checking account records	10
9. Who pays for transactions on your accounts if there is unauthorised use of your access code?	10
10. What happens when you use the Redidial services?	12
11. What should you do if the Redidial services are not available?	14
12. When are we not liable?	14
13. What should you do if you think we have made a mistake or wish to make a complaint?	14
14. Can we change these conditions?	16
15. Can we add further services?	17
16. BPAY®	17
17. Conditions binding	18

# Redidial Telephone Banking Terms and Conditions

## PRIVACY STATEMENT AND CONSENT

As a Member of a Credit Union we will collect personal information from you from time to time. The Privacy Statement explains how we collect, use and disclose personal information. We will not use or disclose your information otherwise than as set out in this statement, for a purpose you would reasonably expect, a purpose required or authorised by law, or a purpose otherwise disclosed to or authorised by you.

'Personal information' is information about and which identifies individuals. It includes information obtained from any source and, should you apply for a loan or act as a guarantor of a loan, it will include anything about credit worthiness, standing history and capacity which, under and in accordance with the Privacy Act 1988, may lawfully be exchanged.

We refer you to our Privacy Guidelines: If you want a copy of the Guidelines, please telephone us on 131 PCU (131 728) and speak to one of our Assistance Centre Operators or see back page for contact details.

## SYSTEM REQUIREMENTS

You need a touch phone (including mobile phone) to use this banking service.

## CONDITIONS OF USE

### 1. Glossary of Terms

#### 1.1 Access codes

Means the password which, with your Membership number, gives you access to your accounts through Redidial.

#### 1.2 Ancillary Equipment

Any equipment as specified by us that you will require to use this service.

#### 1.3 Business day

Means any day in which we are open for the transaction of business.

- 1.4 MB Code of Practice**  
Means the Mutual Banking Code of Practice.
- 1.5 EFT Code of Conduct**  
Means the Electronic Funds Transfer Code of Conduct issued by the Australian Securities and Investments Commission.
- 1.6 Payment**  
A payment of funds that you instruct us to make to your Billers through the BPAY Scheme.
- 1.7 Redidial Services**  
Means the services we provide through Redidial.
- 1.8 Transfer**  
A transfer of funds that you instruct us to make internally to any of your accounts within the same Membership you have with us.
- 1.9 'We', 'us', 'our', 'the Credit Union'**  
means The Police Department Employees' Credit Union Limited as the product issuer.
- 1.10 'You' and 'your'** includes a reference to any holder of a joint account or any third party authorised by you to access and/ or operate your account(s) using these Services, with the intent that you shall be liable for any use of these Services in respect of your account(s) and for any failure on the part of any such third party to observe these Terms and Conditions.
- 1.11** A reference to **Redidial Services** can include Redidial, Transfers and/or BPAY.

# Redidial Telephone Banking Terms and Conditions

## 2. General Terms and Conditions of Redidial Services

2.1 Subject to these terms, the Services of Redidial include:

- BPAY;
- review of account details;
- transfers between accounts within your Membership;
- service requests including:-
  - request statement
  - request cheque book
  - request deposit book
  - change address
  - change access code
- where you have a credit facility, access to and use of that credit facility;
- loan repayment calculator;
- Privacy Guidelines & Statement requests;

2.2 The relevant provisions of the Mutual Banking Code of Practice apply to these Services.

2.3 The Mutual Banking Code of Practice requires us to give you information about the current fees and charges in relation to these Services.

2.4 General descriptive information on the operation of your account/s is available on request.

2.5 The Credit Union will provide you with access to Redidial using an access code when:-

- with respect to individuals, you have completed the identification process; or

- with respect to non-individuals, a completed application to use the Service is accepted and approved by us.
- 2.6 You can use Redial when your Member number and correct access code are keyed in on your touch phone after you call us on 131 PCU (131 728) and speak to one of our Assistance Centre Operators.
- 2.7 The Redial Service is not available:
- For Memberships and/or accounts, which require 2 or more signatures;
  - For S6 and S66 accounts.
  - Where the transfer or BPAY transaction would leave your S15 or S21 account with a balance of less than \$5,000.
- 2.8 Restrictions apply to accounts held by Members aged less than sixteen (16) years:-
- parental consent is required for Members aged between twelve (12) years and up to sixteen (16) years; and
  - Redial access is not available to Members aged less than twelve (12) years.
- 2.9 Transferred funds can be accessed by ATM, EFTPOS or Member Cheque Book facilities immediately after transfer.
- 2.10 We are not liable to you, or any other person for and in connection with your own telephone connection. You must make your own provisions through a service provider.

# Redidial Telephone Banking Terms and Conditions

- 2.11 We promise that we will comply with the requirements of the EFT Code of Conduct and these Terms and Conditions are to be read in the light of those requirements.
- 2.12 With every transaction you make through Redidial, we will provide you with an electronic voice receipt number at the end of the transaction through Redidial.
- 2.13 We will provide you with statements of your accounts with us at least every six (6) months, unless you request that we provide you with more frequent statements.
- If you want more frequent statements, you need to telephone us on 131 PCU (131 728) and speak to one of our Assistance Centre Operators.
- 2.14 We and you agree that any information we are required to give you under the EFT Code of Conduct, may be provided to you by:-
- electronic communication to your telephone;
  - Post.
- 2.15 You may terminate this agreement by notice in writing to us at Level 27, 1 Market Street, Sydney NSW 2000, whereupon we shall remove your ability to access your accounts through Redidial.
- 3. Access code**
- 3.1 By the time you read these Terms and Conditions you will already have your access code.
- 3.2 The provision of an access code by us to you does not of itself mean you and we have agreed you can access Redidial.
- 3.3 We provide you with your access code to use Redidial. You agree to protect this access code as a means of preventing the

fraudulent or unauthorised use of your accounts via Redidial.

- 3.4 Before you receive your access code for the first time, we will refer to these Terms and Conditions and remind you that you have already received them when either you became a Member or we had previously sent you a copy, or we will ask you whether you want a copy sent to you. If you tell us that you have received, read and accepted these Terms and Conditions, then we will be able to provide you with access to Redidial straight away, but if you need a copy of these Terms and Conditions to read and accept because you have not received these Terms and Conditions before, then you will be able to proceed with access to your accounts with us through Redidial seventy-two (72) hours after we give you your access code. This delay allows you to receive, read and accept these Terms and Conditions.
- 3.5 We and you agree that the first use of your access code through Redidial is your confirmation of acceptance of these Terms and Conditions.
- 3.6 Your access code must not relate to any readily accessible data such as your name, date of birth, telephone number or names of a friend or relative. Nor must they be an obvious combination of letters and numbers or one that can be easily guessed by someone else.
- 3.7 The Credit Union reserves the right to cancel any access code at any time. Where appropriate or required by law or the MB Code of Practice we shall give you a notice prior to cancellation, otherwise notice will be given to you after cancellation.

# **Redidial Telephone Banking Terms and Conditions**

3.8 You may at any time request in writing that we withdraw your access to any/ all of these services. You will remain responsible for any transactions made on your account(s) using these services until the request has been received and processed by us.

## **4. How to keep your Access Code safe**

We would like you to enjoy all the benefits the Redidial Services have to offer. To achieve this and to guard against unauthorised use. We recommend the following:

- keep secure and protected your record of your access code;
- keep only one record of your access code;
- keep your record of your access code and Member number separate and apart from each other;
- do not record your access code on your telephone or related articles;
- do not tell any unauthorised person your access code;
- do not allow any unauthorised person to view or hear your access code;
- you regularly change your access code.

## **5. Authorised Person**

5.1 We recommend that you not give your access code to any other person.

5.2 Notwithstanding our recommendation, if you without our knowledge give your access code to a person and authorise that person to operate Redidial using your access code, then that person is your authorised person.

5.3 If you give your access code to your authorised person, you will be liable for all transactions carried out by your authorised person using Redidial (see clause 9.2).

- 5.4 We will not be liable to you for the transactions carried out by your authorised person.
- 5.5 Your authorised person's use of Redidial is governed by these Terms and Conditions.
- 5.6 You will be liable for any failure of your authorised person to observe these Terms and Conditions.
- 5.7 For the purposes of this provision, we are deemed only to know of your authorised person if we have provided you with written confirmation of our knowledge.

## **6. Ancillary Equipment**

You have a responsibility to exercise reasonable care to prevent unauthorised access to the telephone you use for Redidial.

## **7. What to do if your access code is lost or stolen, or you believe there has been unauthorised access to your access code and/or accounts**

You must telephone us and tell us, as soon as possible, on 131 PCU (131 728) if you:-

- become aware a record of your access code has been lost or stolen;
- become aware of an unauthorised access to your access code and/or accounts via Redidial;
- become aware of a breach of the security of your ancillary equipment, which may allow access to your access code and/or accounts;
- suspect your access code has become known to an unauthorised person.

# Redidial Telephone Banking Terms and Conditions

## 8. Checking Account Records

- 8.1 You should check your account records regularly.
- 8.2 You should check your account records carefully. If you believe a transaction is wrong or unauthorised you must inform us as soon as possible.
- 8.3 If we find an error in your account we will promptly correct the error, adjust interest and charges to the account and advise you.
- 8.4 If we do not agree that there is an error, then we will follow the procedure outlined in clause 13.

## 9. Who pays for transactions on your accounts if there is unauthorised use of your access code?

- 9.1 You are not liable for your loss if:
- it is clear you have not contributed to your loss; and
  - the transactions involved were carried out without your knowledge and consent.
- 9.2 However, where we establish you have contributed to the unauthorised use because you:-
- voluntarily disclose your access code to another person; or
  - write your Membership Number or access code on your record of transactions; or
  - keep a record of your Membership Number and access code without making any reasonable attempt to disguise them, in a way that they could be lost or stolen at the same time; or

- keep a record of your confidential identification details without making any reasonable attempt to disguise them; or
- you use an access code which represents your birth date; or
- you act with extreme carelessness in failing to protect the security of your access code; or
- you have acted fraudulently

then you are liable for the lesser of:

- the actual losses; or
- the amount you are able to withdraw from your account; or
- the total amount you would have been allowed to withdraw on the days that the unauthorised use occurred; or
- the balance in the account accessed, including if applicable the amount available through an easy access credit overdraft.

9.3 In addition to the liability in clause 9.2, if you contribute to the unauthorised use because you unreasonably delay in:

- telling us that your access code had been misused, lost or stolen; or
- telling us that your access code has become known to an unauthorised person,

then you are liable for any losses that have been incurred because of that delay.

Your liability for these losses will be the lesser of:

- the actual losses; or
- the amount you are able to withdraw from your account; or
- the total amount you would have been allowed to withdraw on

# Redidial Telephone Banking Terms and Conditions

the days that the unauthorised use occurred; or

- the balance in the account accessed including, if applicable, the amount available through a credit facility.

9.4 Where clauses 9.1 to 9.3 inclusive and 9.5 do not apply, you are liable for the lesser of:-

- \$150.00; or
- the account accessed including, if applicable, the amount available through a credit facility; or
- the actual loss at the time we are notified of the loss, theft and/or misuse.

9.5 You are not liable where:-

- the losses are caused by the fraudulent or negligent conduct of our employees;
- the losses relate to any component of Redidial that is forged, faulty, expired or cancelled;
- the losses arise before we provide you with an access code;
- the losses are caused by the same transaction being incorrectly debited more than once to the same account;
- the unauthorised use takes place after you tell us that your access code has been misused, lost or stolen or has become known to an unauthorised person.

## 10. What happens when you use the Redidial Services?

10.1 The Redidial Services are available for the enquiries and transactions specified by us from time to time.

- 10.2 You will only be able to use the Redidial Services to access accounts when you are:
- the account holder and sole signatory, or
  - authorised to act alone where there is more than one signatory.
- 10.3 Transactions made through telephone services may be processed at our option on the same day as the transaction or the next available working day.
- 10.4 Transactions made using the Redidial Services are also governed by the Terms and Conditions of the accounts being used and these Terms and Conditions do not affect the Terms and Conditions applying to those various accounts. In the event of a conflict between these Terms and Conditions and the Terms and Conditions of the relevant account, the Terms and Conditions, which apply to the relevant account will prevail.
- 10.5 Subject to the MB Code of Practice, we reserve the right to decline any transactions without being required to give any reason or advance notice to you.
- 10.6 We will take such reasonable precautions as may be necessary to ensure that information concerning your accounts transmitted by us through these services will remain confidential and protected from unauthorised access.
- 10.7 We will be liable for losses caused by the failure of our system and/or equipment to complete a transaction accepted by our system and/or equipment, in accordance with your instructions.

# **Redidial Telephone Banking Terms and Conditions**

## **11. What should you do if the Redidial Services are not available?**

- 11.1 It is your responsibility to use other means of effecting transactions and obtaining information if for any reason you are unable to use the Redidial Services.
- 11.2 If you find Redidial is temporarily unavailable call us on 131 PCU (131 728) and speak to one of our Assistance Centre Operators.
- 11.3 We undertake to make all reasonable efforts to ensure that the Redidial Services are available to you during the hours specified by us from time to time.

## **12. When are we not liable?**

- 12.1 In addition to any other provisions in these Terms and Conditions, we will not be liable for:-
- delays or errors in the execution of any transactions because of your ancillary equipment;
  - the supply and maintenance of any equipment necessary to access the Redidial Services;
  - any refusal of another party, third party or otherwise authorised to receive a payment instruction from you; or
  - any indirect, economic or consequential loss suffered or sustained by you as a consequence of your use of Redidial or the availability of the Redidial Services where you should have been aware that Redidial was unavailable for use and/or our equipment was malfunctioning.

## **13. What should you do if you think we have made a mistake?**

- 13.1 Contact us as soon as possible if you think:

- there has been a mistake in a transaction made through these Services; or
- information received through these Services is wrong.

When you contact us, you will need to provide us with:-

- your name, Member number and account number;
- the date and amount of the transaction in question;
- the date of the statement in which the transaction in question first appeared;
- a brief and clear explanation of why you believe the transaction is unauthorised or an error.

13.2 If we dispute your claim but are unable to resolve the dispute immediately, we will indicate to you by letter the procedure we will follow to investigate and handle the complaint.

Generally:-

- we will report to you within twenty one (21) days of receiving your complaint, either advising you of the outcome of our investigation, or the need for more time to complete the investigation;
- unless there are exceptional circumstances, an investigation should be completed within forty five (45) days of receiving your complaint.

13.3 If we find an error in your account, we will promptly correct the error, adjust interest and charges to the account accordingly and advise you.

## **Redidial Telephone Banking Terms and Conditions**

- 13.4 If we conclude from our investigations that no error has occurred, you may ask us to:-
- review our investigation;
  - give you a copy of the material on which we based our decision (we cannot give you material which may breach a confidence, legal duty or obligation or which may adversely affect security).
- 13.5 If you are not satisfied with our answer, we will direct you to our dispute resolution officer to resolve the matter.
- 13.6 If our dispute resolution officer is not able to resolve the matter to your satisfaction, then that officer may refer you to the Financial Ombudsman Services Limited. The Financial Ombudsman Service Limited contact details are:

**FOS**  
**GPO Box 3**  
**Melbourne VIC 3001**  
**Toll Free Call: 1300 780 808**  
**Facsimile: (03) 9613 6399**  
**Email: [info@fos.org.au](mailto:info@fos.org.au)**  
**Website: [www.fos.org.au](http://www.fos.org.au)**

- 13.7 As far as we are aware FOS will only accept a matter after you have tried to resolve it with our internal dispute resolution officer.

### **14. Can we change these Conditions?**

- 14.1 We reserve the right to vary these Terms and Conditions.
- 14.2 We will give you at least 30 days written notice if any variation will:
- impose or increase charges relating to your use of the Redidial Services;
  - increase your liability for losses relating to transactions through the Redidial Services;

- adjust the transaction limits applying to your use of the Redidial Services; or
- indicate that your Services or delivery systems for the Redidial Services is to be discontinued or withdrawn.

14.3 We will tell you of all other variations in advance through the Redidial Services or notices.

14.4 Our obligation to give you advance notice does not apply if variations are required in an emergency to restore or maintain the security of the Redidial Services of any individual account held.

14.5 Our obligation to give you advance notice does not apply if variations are required for security reasons.

14.6 We fulfil our obligations to give you notice under these Terms and Conditions if we post the notice by ordinary mail to the last address you gave us.

14.7 We reserve the right to vary the types of services offered on the Redidial Services.

## **15. Can we add further services?**

15.1 We reserve the right to provide additional services.

15.2 In the event of conflict between the Terms and Conditions of these Redidial Services and the Terms and Conditions of a product yet to be offered by these Redidial Services, the Terms and Conditions of the relevant product will prevail.

## **16. BPAY**

You can use the BPAY system through Redidial.

We have specific Terms and Conditions that relate

# Redidial Telephone Banking Terms and Conditions

to you using Redidial to make BPAY payments from your accounts.

If you propose using Redidial to make BPAY payments, then you need to read our BPAY Terms and Conditions.

When using BPAY through Redidial, these Redidial Terms and Conditions apply to your use of BPAY.

## **17. Conditions Binding**

17.1 You accept these Terms and Conditions by using the Access code. In turn, we undertake to keep to these Terms and Conditions once you have used your Access code.

## **REMINDERS AND IMPORTANT POINTS**

**Where you are gaining access to Redidial for the first time by accepting these Terms and Conditions, you are telling us that you have read, understood and accepted these Terms and Conditions in particular:-**

- 1. Our privacy statement to you -**  
see Privacy Statement Page 2;
- 2. Access to credit facilities -**  
see clause 2.1 Page 4;
- 3. Limits on your access to Redidial & accounts -** see clauses 2.5 Page 4 and 2.8 Page 5;
- 4. Statement frequency election -** see clause 2.13 page 6;
- 5. EFT Code of Conduct Agreement -**  
see clause 2.14 Page 6;
- 6. Termination of this agreement by you -**  
see clause 2.15 Page 6;
- 7. Access code -**  
see clauses 3.1 to 3.8 Page 6-7;
- 8. How to keep your access code safe -**  
see clause 4 Page 8;

9. **Access code is lost or stolen -**  
see clause 7 Page 9;
10. **Unauthorised use of your access code -**  
see clauses 9.1 to 9.5 Page 10-12;
11. **Using the Redidial services -**  
see clauses 10.1 to 10.7 Page 12-13;
12. **If you think we have made a mistake?**  
see clauses 13.1 to 13.7 Page 14-16;
13. **Bill payment (BPAY) scheme -**  
see BPAY terms and conditions brochure;
14. **BPAY transaction limits -**  
see BPAY terms and conditions brochure;
15. **Refusing BPAY payment directions -**  
see BPAY terms and conditions brochure;
16. **Your liability for BPAY payments -**  
see BPAY terms and conditions brochure;
17. **Our liability in respect of BPAY -**  
see BPAY terms and conditions brochure;
18. **Cancellation of BPAY access -**  
see BPAY terms and conditions brochure;

If you are looking at these Terms and Conditions and it is not at a time when you are gaining access to Redidial for the first time, we advise you that these are the Terms and Conditions that relate to your use or intended use of Redidial and you need to read and understand these Terms and Conditions prior to using Redidial.

## Contact Us

### Police Credit Union

#### PCU Assistance Centre

Phone: 131 PCU (131 728) E/N: 88899

#### PCU Direct

Phone: 131 PCU (131 728) E/N: 88884

#### Sydney

Phone: (02) 8268 2500 E/N: 44850

#### Parramatta

Phone: (02) 9841 8200 E/N: 44700

#### Penrith

Phone: (02) 4720 5000 E/N: 44750

#### Newcastle

Phone: (02) 4908 6200 E/N: 44870

#### Canberra

Phone: (02) 6206 7000 E/N: 44860

#### Goulburn

Phone: (02) 4827 1000 E/N: 44730

#### Gosford

Phone: (02) 4320 0200 E/N: 44880

#### Wollongong

Phone: (02) 4221 9000 E/N: 44830

#### Campbelltown

Phone: (02) 4640 7000 E/N: 88839

#### Port Macquarie

Phone: (02) 6582 9900 E/N: 44840

**Email** [info@pcu.com.au](mailto:info@pcu.com.au)

**Website** [www.pcu.com.au](http://www.pcu.com.au)

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### Customs Credit Union

**CCU Assistance Centre:** 131 728

**Canberra** Phone: (02) 6243 8900

**Sydney** Phone: (02) 8335 4200 (opens March 2010)

**Email** [info@customscu.com.au](mailto:info@customscu.com.au)

**Website** [www.customscu.com.au](http://www.customscu.com.au)

