

PRODUCT FACT SHEET (PFS): ONLINE BANKING

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| Product Issuer | <p>Northern Inland Credit Union Ltd ABN 36 087 650 422 AFSL 235022 Australian credit licence 235022 Web: www.nicu.com.au Fax: 6761 2332 Tel: 02 6763 5111 Email: info@nicu.com.au Calling from overseas: +612 6763 5111 Lost/stolen cards: 02 6763 5111 Head office: 481 Peel Street Tamworth 2340 ● Mail: PO Box 652 Tamworth 2340 ● Branch hours: Mon/Wed/Thu/Fri: 9.00 am - 5.00 pm; Tues 9.30 - 5.00 pm Branches: ● 481 Peel Street Tamworth ● 73 Maitland Street, Narrabri 2390 ● 252 Conadilly Street, Gunnedah 2380</p> |
| Definitions | <p>Access: method we authorise for using Online Banking. Account: we agree you may access. Associated entity: organisation with whom we conduct business to provide product/service. Available balance: cleared funds in Account or unused portion of overdraft. Banking Business Day: day on which Sydney Banks effect settlement through Reserve Bank of Australia. Code: code used with Member number for Access. Daily total transaction limit: amount that may be transferred from Membership on any one day. EFT: Electronic Funds Transfer. Individual transaction limit: amount you may transfer in each transaction. Member Number: NICU allocated. Osko: real-time payment service, see PFS for Osko. Service/Online Banking: internet facility for accessing Accounts. Transaction: initiated via Service. We/our/us/NICU: Northern Inland Credit Union Ltd. You/your/User: Member/authorised signatory.</p> |
| Risks and restrictions | <p>Do not use this Service unless you have up to date anti virus/anti spyware software and a firewall on your computer or mobile device. Keep sufficient funds in Account to cover payments. Availability of Service may be varied by us from time to time. 1. Conditions of use: as set out in this PFS. If you do not understand any part, contact us or obtain legal advice. Conditions applicable to each Account accessed by this Service remain in full force/effect. If there is inconsistency, these Conditions prevail. Nothing in these Conditions operates so as to exclude/restrict/modify the application of the Competition and Consumer Act nor equivalent State/Territory legislation. 2. Authority to operate/access: multiple signature security is available where two or more signatures are required to operate the Account. We provide you with a code and Member number. You can change the code. You authorise us to allow operations on the Account/s in accordance with instructions you have selected and for which the correct Member number and code is quoted. You accept we cannot verify whether access quoting correct Member number and code is you. Your Member number and code allow anybody to conduct the transactions permitted for the Service and we are authorised by you to permit such access. All Transactions are made from the Available Balance at the time the Transaction is processed. Enter Transaction details carefully. Once a Transaction is made we cannot stop/reverse/ revoke it. Allow time for your Transaction to be received/processed by your nominated payee. Transactions may not be processed immediately by the receiving organisation. 3. Acceptance of Conditions: you open and read this document on our website before you can complete your Service registration. 4. Application/right to use Service: we may reject any application. You give us such documentation/evidence verifying your identity and authority to apply and conduct Transactions as we request from time to time. We may cancel your access without notice. Access to Osko is by application and requires second level authentication methods. 5. Availability/accuracy of Information: Service information on Transactions/balances may not always be up to date but reflects the Transactions/ balances up to close of business on the previous business day. Not all functions offered via the Service are available at all times. We cannot warrant: a. Service will not be unavailable during system maintenance/system failure; nor b. Transaction requested will be performed in the event of circumstances outside our control. 6. Mistaken transaction: is where funds are paid into an account of an unintended recipient because the wrong BSB/account number/identifier was used. This does not include BPAY, nor Payments made to the right account but in the wrong amount. Report mistaken Transactions immediately to us as time limits apply for recovery attempts. See MIP. 7. Your liability: a. You are liable for all Transactions carried out by you or by anybody carrying out a Transaction with your consent/ knowledge, regardless of when the Transaction is processed to your Account. b. You are not liable for losses caused by unauthorised Transactions: i. where it is clear you have not contributed to the loss; ii. caused by the fraudulent/negligent conduct of our employees/agents or any organisation involved in Service provision; iii. relating to a forged/faulty/expired/cancelled Access Method; iv. resulting from unauthorised Access Method use: before you receive that Access Method; or after you notify us in accordance with these Conditions that your Access Method has been misused/lost/stolen/used without your authorisation; or v. that are caused by the same Transaction being incorrectly debited more than once to your Account. c. You are liable for any loss of funds arising from unauthorised Transactions if the loss occurs before you notify us your Access Method has been misused/lost/stolen/used without your authorisation and if we prove, on the balance of probabilities, you contributed to loss through: i. your fraud or, if your Access Method includes a secret code/s, your failure to keep that code secure in accordance with these Conditions (see Security); ii. unreasonably delaying in notifying us of the misuse/loss/ theft/unauthorised use of the Access Method and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us. However, you are not liable for: i) the portion of the loss that exceeds any applicable daily or periodic transaction limits; ii) the portion of Account loss which exceeds the balance of your Account (including any prearranged credit); or iii) all losses incurred on any account which you had not agreed with us could be accessed using the Access Method. d. Where a passcode is required to perform the unauthorised transaction and clause 7c does not apply, your liability for any loss of funds arising from an unauthorised transaction, if the loss occurs before you notify us that the Access Method has been misused/lost/stolen/used without your authorisation, is the lesser of: i. \$150; ii. the balance of your Account, including any prearranged credit; or iii. the actual loss at the time you notify us that your Access Method has been misused/lost/stolen/used without your authorisation (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Access Method or your Account). e. Where: i. more than one pass code is required to perform a transaction, and ii. we prove a user breached the pass code security requirements in clause 7 for one or more of the required pass codes, but not all of the required pass codes, you are liable under Clause 7 only if we also prove on the balance of probability that the breach of the passcode security requirements was more than 50% responsible for the losses, when assessed together with all the contributing causes. f. You indemnify us against any loss/damage we may suffer due to any claim/demand/action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under these Conditions or acted negligently or fraudulently under this agreement. g. If you notify us an Account transaction is unauthorised, you give us written consent to obtain information from any party to investigate/rectify the Transaction. h. Notwithstanding any of the above provisions your liability will not exceed your liability under the ePayments Code. 8. Malfunction: we are not responsible for any loss you suffer because the Service accepted your instructions but failed to complete a Transaction. If there is a Service breakdown/interruption and you should have been aware that Service was unavailable/malfunctioning, we are only responsible for correcting errors in your Account and refunding fees/charges imposed on you as a result. 9. Consequential Damage: a. This clause does not apply to the extent it is inconsistent with or contrary to any applicable law/code of practice to which we have subscribed. If those laws would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or code, this clause is read as if it were varied to the extent necessary to comply with those laws/code or, if necessary, omitted. b. We are not liable for any consequential loss/damage you suffer as a result of Service use, other than loss due to our negligence or in relation to any breach of a condition or warranty implied by the law of contracts for the supply of goods/services which may not be excluded, restricted or modified at all, or only to a limited extent. 10. Email communication: you authorise us to advise you electronically of any changes/additions to the Service which may alter our delivery of, or your ability to use the Service. Keep your email address current.</p> |

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| Mistaken Internet Payment (MIP) | <p>A Mistaken internet payment (MIP) is an internet payment where funds are paid to the account of an unintended recipient because the sender enters a Bank/State/Branch (BSB) number and/or identifier that does not belong to the named and/or intended recipient, as a result of either the sender's error, or having been told the wrong BSB number and/or identifier. It does not include payments made using BPAY nor error as to funds amount. Take care when making an internet payment to enter the correct details of the recipient. It may not be possible to recover funds from an unintended recipient, especially when making an Osko payment or International Transfer. Report a MIP: call us on 02 6763 5111 in business hours or use Online Banking to send us an email via the secure link. We acknowledge receipt of your MIP report. We investigate whether a MIP has occurred. Investigation: if we are satisfied a MIP has occurred, we send the receiving financial institution a request for return of funds. If the receiving financial institution is not satisfied a MIP has occurred, they are not required to take further action. Time limits & process: apply to reporting MIPs and response times between us and the receiving institution. Where the sending and receiving institutions accept an MIP has occurred and there are sufficient credit funds in the unintended recipient's account to the value of the MIP: a. If the MIP is reported within 10 days of the MIP occurring: the receiving institution returns the funds 5-10 business days of receiving the request, or as soon as practicable; b. If the MIP is reported between 10 business days and 7 months of the MIP occurring: the receiving institution completes investigations within 10 business days of receiving the request, then allows the recipient 10 days to respond, then returns the funds within a further 2 business days, or as soon as practicable; c. If the MIP is reported after 7 months of the MIP occurring: the receiving institution seeks consent of the unintended recipient to return the funds. Where the receiving institution is not satisfied a MIP has occurred it may seek the consent of the unintended recipient to return the funds, and return the funds to the sending institution as soon as practicable. Recovery of MIP funds is subject to the Code of Operation for Centrelink Direct Credit Payments. We advise in writing of the investigation outcome within 30 business days of your MIP report. If you are unhappy with the outcome see Complaints on your account PFS.</p> |
| Limits, Overdrawn, Combining accounts | <p>Standard payments: we may vary withdrawal and transfer limits for operational reasons at any time. Internal electronic funds transfers (FTI: within the Membership) are not limited. Daily BPAY payments limit is \$3,000. Daily default external electronic funds transfer (FTE: outside NICU) limit on each account is \$1,000. You can apply for access to International Transfers up to a daily limit of \$5,000. All FTE transfers limits over \$1,000 and BPAY limits over \$3,000 require use of security features. You may apply to increase/decrease any standard FTE or BPAY limit. Osko payments and International Transfers require use of second level authentication methods regardless of limit. Increasing default limits may increase your exposure/liability to unauthorised transactions. We may vary Limits. We are not required to give advance notice of a. reduction/cancellation of daily limits for Transactions, or b. changes to Conditions to immediately restore/maintain security or prevent criminal activity including fraud. We may introduce new security features at any time which you must use in order to access the Service. If you cannot/do not agree to use security features, we may set your limits to \$0. We may vary Limits by providing at least 20 days written notice to you before a change becomes effective by either: a. notice via website/Service. Notice is deemed to be given on the day it first appears on our website; or b. by another method specified in the Customer Owned Banking Code of Practice. No notice is required when changes are due to an immediate need to restore/maintain security. Merchants/other institutions may impose additional restrictions. You must immediately repay any overdrawn amount: see your Account PFS. We charge reasonable legal fees incurred in obtaining payment from you. We may take a credit balance from any of your accounts toward repayment of a debt you owe us. We may transfer funds between accounts to enable a direct/periodical/cheque payment but are under no obligation to do so. We may delay, block or freeze a transaction/account if we reasonably believe it is in breach of the law. You agree we incur no liability if we take such action and you indemnify us against any loss we suffer as a result of taking such action. You agree to provide us with additional information to allow compliance with anti money laundering and other legislation.</p> |
| Fees & charges | <p>We debit your account for any fees/government/third party charges incurred. Some fees may be rebated. See PFS Fees & Charges/Member Loyalty Program. Optional and additional security features: Online Banking security one-time password via SMS or Smart Phone application: free. Security Token rental \$2 per month, first Token free, replacement/additional token device - each device \$20, failure to return token on Membership closure - \$20 per device. You incur the cost to access the Service via a modem or device. Normal transaction fees apply to accounts you access using the Service.</p> |
| 1 | <p>To comply with federal law we confirm your identity to: open an account, be made a signatory or process a transaction.</p> |
| Variations | <p>We may change these terms & conditions, interest rate, interest calculation method, interest payment frequency and amount of fee/charge that applies to any of our products/services. If there is a change: a. if the change is one that results in a reduction in your obligations – we notify you in our next contact with you after the change takes place. For all other changes we will notify you: b. by notice on our website and in branches or in writing at least 30 days before we introduce a new or increase an existing: fee/charge, interest calculation method or frequency of interest payment; c. by newspaper advertisement (national or local), member newsletter, account statement or by direct written notice of the introduction or change of a government charge payable by you (directly or indirectly), <i>unless</i> the change is publicised by government; d. by notice on our website and in branches or by newspaper advertisement (national or local), member newsletter, account statement or by direct written notice, no later than the day we change any other term or condition or thing that affects you. You are taken to have been notified on the day which the advertisement is published or the notice displayed or the second day after we have mailed notification to you. For joint accounts we may provide one direct notice addressed to the primary joint Member.</p> |
| Cancellation | <p>Cancel your Access at any time by giving us written notice. We may cancel Access at any time for security reasons, if you close your Account, and if you breach Conditions governing the Service/Account. If during cancellation you make a Transaction using the Access Method, you are liable for that Transaction. If you instruct us to make a Transaction but close the Account to be debited before the Transaction is processed you are liable for dishonour fees incurred in respect of the Transaction. Use the Fraud After Hours telephone number via 02 6763 5111 to cancel Access if you suspect unauthorised activity.</p> |
| Security | <p>Have up to date anti virus & anti spyware software and a firewall on your computer. We offer optional and additional security features. See security information on our website. Keep your codes confidential: Don't keep a record of your code with any part of your Access Method unless you take reasonable steps to disguise it. Don't select an obvious code, as you may be liable for losses resulting from unauthorised code use before you notify us the code has been misused/is no longer secret. Don't disclose the code to anyone, including family and friends. Use care to stop anyone seeing the details you access the Service. Change codes regularly. Immediately notify us of any address change. Delete all NICU SMS Online Banking messages. Tell us if your mobile phone is stolen so access can be frozen. <i>The guidelines contained in this box provide examples only of security measures and will not determine your liability for any losses resulting from unauthorised Transactions. Liability for unauthorised transactions is determined in accordance with these Conditions and the ePayments Code. If unauthorised access to your account occurs and you have not been careful with your codes you may be liable for some or all of the loss you suffer.</i> Contact us immediately if you suspect unauthorised access or if you have made a mistaken internet payment of any kind. Change your code immediately by following Online Banking prompts.</p> |
| More info | <p>Complaints: see your Account PFS. General descriptive information referred to in the Customer Owned Banking Code of Practice and other written material mentioned in this PFS is available. We comply with the ePayments Code and each relevant provision of the Customer Owned Banking Code which applies to this product. Your confirmation of receipt of this financial product is your Online Banking password. Confirmation of closure is provided on request.</p> |
| PFS date | <p>This PFS was prepared on 01 July 2020. Information is up to date at time of issue. For PFS updates, see www.nicu.com.au</p> |