

# Terms and Conditions

## LLL Savings and Term Deposit Accounts

Effective Date  
15 December 2022



Finance  
with a  
mission

LLL Australia  
175 Archer Street  
PO Box 45  
North Adelaide  
South Australia 5006

Toll Free 1800 556 457  
Tel 08 8360 7200

lll@lll.org.au  
www.lll.org.au

ABN 25 044 678 441  
AFSL 329339

## Introduction

Welcome to LLL Australia.

**Lutheran Laypeople's League of Australia Limited is referred to in this document as the LLL, LLL Australia, we, us and our.**

Other words in these Terms and Conditions that appear with a capital letter are defined in the Definitions section.

This document contains the terms and conditions that apply to our Savings Accounts and Term Deposits and Internet Banking facility. It sets out your rights and obligations in relation to Savings Accounts and Term Deposits and will help you decide whether they will meet your needs. You should read these Terms and Conditions before making a decision to open a Savings Account or a Term Deposit.

By opening a Savings Account or a Term Deposit or using Internet Banking you agree to these Terms and Conditions.

Keep a copy of this document so that you can refer to it when needed. You may also obtain a copy from our website. Should you wish to obtain any more information about any of the products or facilities to which these Terms and Conditions apply, please contact the LLL on 1800 556 457.

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## Definitions

**Account** means any LLL account or accounts you have access to including Savings Accounts, Term Deposit accounts and loan accounts.

**AUSTRAC** means the Australian Transaction Reports and Analytics Centre.

**Authorised Signatory** means you and any person authorised as a signatory on an Account.

**Authorised User** means any person that has been authorised by an Authorised Signatory to access an Account using Internet Banking.

**Biller** means businesses that have an association to **BPAY**<sup>®</sup> so that they can receive **BPAY**<sup>®</sup> Payments through the use of a Biller code and customer reference number.

**BPAY**<sup>®</sup> means the **BPAY**<sup>®</sup> Payments service operated by **BPAY**<sup>®</sup> Pty Ltd ABN 69 079 137 518, which enables you to effect bill payments to Billers who participate in **BPAY**<sup>®</sup>.

**BPAY**<sup>®</sup> **Payment** means a Payment effected through **BPAY**<sup>®</sup>.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in South Australia.

**Child** means a person under the age of 18 years.

**Early Withdrawal** means a withdrawal from a Term Deposit that is not within a Grace Period.

**External Transfer** means a transfer of funds initiated by an Authorised User using Internet Banking to an account at another Financial Institution.

**Faster Payment** means a basic single credit transfer cleared and settled via the NPP.

**Financial Institution** means a bank, credit union, building society or other similar institution within Australia.

**Further Term** means a further term of a Term Deposit after a Maturity Date.

**Grace Period** means the period of 7 days commencing on each Maturity Date.

**Internal Transfer** means a transfer of funds to another LLL Account.

**Internet Banking** means the access facility we make available to our customers to access their Account/s online.

**Joint Account** means a Savings Account or a Term Deposit with more than one account holder.

**LLL, LLL Australia, we, us, our** means Lutheran Laypeople's League of Australia Limited ABN 25 044 678 441 AFSL 329 339 trading as LLL Australia.

**LLL app** means the app we make available to be downloaded by LLL Internet Banking customers from the Apple App Store or Google Play Store.

**Login Authentication** means a PIN, Pattern or Touch ID/Facial Recognition ID used to securely log into the LLL app.

**Login ID** means the login identification issued by us and/or selected by you to access Internet Banking.

**Maturity Date** means the last date of the nominated or agreed term that applies to a Term Deposit.

## Definitions cont.

**Misdirected Payment** means a payment processed through the NPP that is initiated by a payer using a PayID which is directed to an incorrect account because the information relating to the PayID in the PayID Service has not been correctly registered or maintained.

**Mistaken Internet Payment** means a payment initiated by a payer, who is a 'user' for the purposes of the ePayments Code, through a 'pay anyone' internet banking facility or which is processed through the NPP and which, as a result of the payer's error, is directed to the wrong account, but does not include BPAY® Payments.

**NPP** means the New Payments Platform operated by or for NPP Australia Limited.

**One Time Password** means a single use password we send to you by SMS to your registered mobile phone number or that you generate using a security token that has been linked to your Login ID.

**Organisation ID** means an identifier for a customer that is a business customer or organisation, constructed by us for use as a PayID.

**Password** means the code and/or series of characters issued by us and/or selected by you to access Internet Banking.

**PayID** means the identifier used to receive or send Payments through the NPP to or from an Account.

**PayID Name** means the name registered with a PayID in the PayID Service to identify who the PayID belongs to.

**PayID Service** means the central payment addressing service component of the NPP which is available for addressing Payments through the NPP.

**PayID Type** means the type of identifier used as a PayID (for example, a mobile phone number, email address, Australian business number (ABN) or Organisation ID).

**Payment** means an Internal Transfer, External Transfer, Transfer In, Cheque Request and/or BPAY® Payment.

**Savings Account** means a savings account with us to which these Terms and Conditions apply.

**Standard Transfer** means a transfer cleared and settled by direct entry through the Bulk Electronic Clearing System (BECS) administered by the Australian Payment Clearing Association.

**Term Deposit** means a term deposit account to which these Terms and Conditions apply.

**Transfer In** means a direct debit into an Account initiated by you using Internet Banking from a Financial Institution.

**You and your** means the account holder of an Account and:

- in the case of a Joint Account means each account holder jointly and severally (see Joint Accounts below); and
- in the case of a Savings Account or a Term Deposit for a Child includes both the Child and, until the Child turns 18 or guardianship is relinquished, the person that opened and operates the Account for the child (see Children's Accounts below).

## Deposits with the LLL

Deposits with the LLL are designed for depositors who wish to support the charitable purposes of the LLL and for whom the consideration of profit is not of primary relevance.

## Fees and charges

We do not apply any fees, charges or costs in relation to Savings Accounts. However, we may pass on to you, and debit to your Account, any applicable government taxes.

We may vary or introduce new fees and charges that apply to your Savings Account by giving you notice at least 30 days before the change takes effect by publishing it on our website.

For Term Deposits, if we increase a fee or charge or introduce a new fee or charge during the term of your Term Deposit the change will not take effect in relation to your Term Deposit until after the next Maturity Date unless you agree otherwise.

## Interest-bearing Savings Account

Interest accrues on the credit balance of your Savings Account. Interest is calculated daily by multiplying the balance of the Savings Account at the end of the day by the daily interest rate. The daily interest rate is the annual interest rate on that day divided by the number of days in the year. The Savings Account annual interest rate may differ depending on the frequency that interest is credited to the account. Unless you request for interest earned to be credited to your Savings Account more frequently and we agree to your request, interest earned is credited to your Savings Account annually at the end of May.

We may vary the interest rate to your Savings Account from time to time by giving you notice on or before the day on which the change takes effect. Any changes to the interest rate of your Savings Account will be published on our website. You can obtain information about the current interest rate by visiting our website or phoning us.

## Non-interest-bearing Savings Account

You can provide additional support to a particular project or department of the Lutheran Church of Australia by opening a non-interest-bearing account. We will provide a grant to the nominated Church project or department based on a percentage of the total non-interest-bearing deposits held for each project. The percentage used to calculate grants is disclosed on our website. We may vary the percentage at our discretion without notification and apply a different percentage for different accounts.

Non-interest-bearing accounts are subject to our approval and provide the same access and functionality as an interest-bearing account.

No financial benefit is provided to you as the holder of a non-interest-bearing account. You can change the project or department nominated by you at any time by contacting us.

## Interest on Term Deposits

Interest accrues on the credit balance of your Term Deposit at the interest rate that is applicable for the term nominated by you for your Term Deposit when you opened your Term Deposit or, if it has been reinvested after a Maturity Date, at the new interest rate that applies after the Maturity Date (see 'Term Deposit Maturity Dates' below).

Interest is calculated daily by multiplying the balance of the Term Deposit at the end of the day by the daily interest rate. The daily interest rate is the applicable annual interest rate divided by the number of days in the year. Interest earned is credited to your Term Deposit, or it is paid to your nominated Savings Account if this has been instructed by you, at the end of each term on the Maturity Date, unless we have agreed otherwise with you. If you withdraw the full balance of the Term Deposit as an Early Withdrawal, interest earned is credited on the date of the Early Withdrawal.

We may vary the interest rates we offer for Term Deposits from time to time. You can obtain information about our current interest rates by visiting our website or phoning us.

## Changes to Terms and Conditions

We may vary these Terms and Conditions and any transaction limits applicable to your Savings Account or Term Deposit at any time by giving you notice of the change on or before the day the change takes effect.

However, if we make a change that reduces your return on your Term Deposit or reduces your rights at the end of the term of your Term Deposit, the change will not take effect in relation to your

Term Deposit until after the next Maturity Date

## How we may contact you and give you notices

We may contact you and give you information, notices and confirmation of transactions (where required) relating to your Savings Account or Term Deposit via one of the following methods of communication:

- email, to the latest email address you have provided to us;
- post, to your last known postal address;
- statement message included with or in your statement of account;
- if you are registered for Internet Banking, notification or message sent to you within Internet Banking;
- SMS; or
- publishing it on our website.

## Financial Claims Scheme

We are an Australian Authorised Deposit-taking Institution (ADI) and all of our Savings Accounts and Term Deposits are protected accounts under the Commonwealth Government's Financial Claims Scheme (FCS). You may be entitled to receive a payment under the FCS, subject to a limit that applies per depositor. The FCS only applies in the unlikely event that we become insolvent. For further information about the FCS visit the Australian Prudential Regulation Authority (APRA) website at [www.fcs.gov.au](http://www.fcs.gov.au) or phone the APRA hotline on 1300 55 88 49.

# Privacy

## What information can be used and disclosed

The Privacy Act allows us to disclose personal information about you when related to the primary purpose for which it was collected and for related secondary purposes that you would reasonably expect. Personal information may include details to identify you and verify your identity, such as your name, sex, date of birth and current address.

## When and why do we collect information

Before, during or after the provision of our products and services to you, we may collect your personal information for the purposes of providing products and services to you and managing our business. Some laws require us to obtain personal information about you before we provide you with particular products or services or process particular transactions in which you are involved e.g. laws relating to anti-money laundering and counter-terrorism financing, taxation and real property transactions.

If you do not provide us with the personal information that we request, we may not be able to consider your application or provide other services.

## Disclosure of Information

In some circumstances, we will need to provide your details to another organisation, including organisations overseas. They include external service providers to us, such as organisations which we use to verify your identity, payment systems operators, our lawyers and auditors, your representative for example, lawyer, financial advisor or attorney, as authorised by you, or government and regulatory authorities if required.

## Personal information about third parties

You represent that if at any time you supply us with personal information about another person, you are authorised to do so; and you agree to inform that person who we are, how to contact us, and how to obtain our Privacy Policy, and that we will use and disclose their personal information for the purposes set out in this section and that they can gain access to that information by contacting us.

## Security

We take all reasonable steps to ensure that all your personal information held by us, is protected from misuse, interference and loss, and from unauthorised access, disclosure or modification.

## Privacy Policy

Our Privacy Policy is available on our website at [www.lll.org.au/privacy](http://www.lll.org.au/privacy). It provides additional information about how we handle your personal information and how you may access the personal information we hold about you and seek the correction of such information. It also explains how you can complain about a breach of the Australian Privacy Principles or a registered code (if any) that binds us and how we will deal with your complaint. We will give you a copy of our Privacy Policy on request.

## Contact Us

Our Privacy Officer's contact details are: LLL, PO Box 45, North Adelaide SA 5006  
1800 556 457  
[privacy.officer@lll.org.au](mailto:privacy.officer@lll.org.au)

## Opening an account

We may request a new account application form to be completed with your personal details and any other information we require to open a Savings Account or Term Deposit. We may contact you if you do not provide us with the information we require to assess and process your application. If your Account is a Term Deposit we will also require you to nominate a term for the Term Deposit. We reserve the right to not open your Savings Account or Term Deposit until we have all necessary information.

When you open a Savings Account we may give you the option to register for Internet Banking. If we do not give you the option to register or if you elect not to register for Internet Banking when opening a Savings Account, a passbook facility will be provided to you. You may request that we register you for Internet Banking by contacting us at any time.

If you open a Term Deposit we will register you for Internet Banking if you have not already registered for it as it is a requirement for opening a Term Deposit.

You can access your Savings Account in person at our office, via the mail or via a passbook facility and through our Internet Banking facility. Access to your Term Deposit is through Internet Banking or in person at an LLL office. Details on the types of transactions and how these occur is provided under the Deposits and Withdrawals sections below.

You indemnify us for any liability arising out of the use of the Savings Account or Term Deposit, including where an Authorised Signatory acts without, or inconsistently with, your instructions. However, you will not be liable in respect of any negligence, fraud or wilful misconduct by us or our employees or agents.

We may accept or reject an application to open a Savings Account or Term Deposit at our discretion. We may also close a Savings Account or Term Deposit at our absolute discretion, including on the Maturity Date if it is a Term Deposit. Any balance including interest owing will be paid to you.

## Eligibility for Term Deposits

To open a Term Deposit, a Savings Account must be held in the same name.

The following balance requirement applies to Term Deposits:

- the opening balance of the Term Deposit must be at least \$10,000.

We may waive these requirements at our discretion.

## Identification and verification

We are required to verify your identity when you open a Savings Account or Term Deposit or before we accept certain instructions or requests from you in relation to an Account.

You agree to provide us with any documents we reasonably require from you, including the use of online verification, to allow us to verify your identity, or in the case of a business entity, people associated with you, and to comply with our obligations under the Anti-Money Laundering and Counter Terrorism Financing Act 2006 or any other relevant legislation or legally binding obligation.

We are required to obtain from you your residential address. You may not be permitted to operate your Account/s until your residential address is provided to us by you.



The same conditions apply to becoming an Authorised Signatory to an Account and we may refuse to add an Authorised Signatory to an Account until we have been able to verify the identity of the Authorised Signatory to our satisfaction.

If we are unable to verify your identity to our satisfaction, we may reject an application to open a Savings Account or Term Deposit, refuse to add an Authorised Signatory to an Account, suspend the operation of an Account and/or refuse transactions on an Account until we are able to verify your identity to our satisfaction.

## Tax File Number (TFN)

In operating a Savings Account or Term Deposit, we will ask you for your TFN or TFN exemption to apply against your Account/s for reporting interest income to the Australian Taxation Office. For business Accounts you can provide the Australian Business Number (ABN) or TFN.

You are not obliged to disclose your TFN, TFN exemption or ABN to us. However, if you do not, we may be obliged to deduct withholding tax from any interest you earn in relation to your Savings Accounts or Term Deposits and remit it to the Australian Taxation Office. The withholding tax rate is set by the Government and may vary from time to time.

For a Joint Account, each account holder must quote their TFN or TFN exemption otherwise withholding tax applies to the whole of the interest earned on the Joint Account.

If we have an address for you that is outside of Australia and/ or you are a non-resident for Australian taxation purposes, we may be required to obtain your Tax Identification Number for the country you are a tax resident of. We may be obliged to deduct withholding tax from any interest you earn in relation to your Savings Accounts or Term Deposits and remit it to the Australian Taxation Office. We will also do this if you give us notice that withholding tax must be deducted because of your circumstances.

## Joint Accounts

Where you choose to have a Savings Account or Term Deposit with another person or a number of other people, each person named as an account holder for the Savings Account or Term Deposit will be responsible for its operation and any debt incurred on it. Your liability with regard to the Joint Account is both joint and several. This means that, if necessary, we can recover the outstanding debt by asking all or any one or combination of the joint holders of the Joint Account for the whole amount owing.

If any party to a Joint Account dies, the surviving joint holders automatically take the deceased joint holder's share in the Joint Account.

## Children's Accounts

Savings Accounts and Term Deposits for children are opened in the Child's name and may be opened by a parent, legal guardian or other adult on behalf of the Child. When you open a Savings Account or a Term Deposit on behalf of a Child:

- you acknowledge that any credit balance held in the Account is the property of the Child;
- you may operate the Account as an Authorised Signatory;
- the Child will be unable to access the Account until you provide your express written consent to us and formally relinquish your guardianship of the Account;
- you may authorise the Child to have access to the Account at any time after the Child reaches 12 years of age and is able to register a consistent signature;
- you acknowledge that once the Child turns 18 that they have full rights to the Account and become an Authorised Signatory to the account and may remove the parent, legal guardian or other adult as Authorised Signatories;
- with the exception of 'view only' access, we do not recommend the provision of Internet Banking to children, and you acknowledge that where such access is authorised by you, we do not accept liability for any loss suffered as a result of the misuse of, or failure to protect access to the Account by you or the Child; and
- you indemnify us in respect of any loss, damage or cost we incur in relation to you or the Child accessing or using the Account.

If a Term Deposit is opened on behalf of a Child, Internet Banking access will only be provided to the parent, legal guardian, or other adult that opened the account in relation to the Term Deposit unless we are instructed to also give Internet Banking access to the Child.

Children over the age of 12 may open and operate a Savings Account or Term Deposit in their own name without the permission from a parent or legal guardian

## Trust Accounts

You can open a Savings Account or a Term Deposit as a trust Account, however, it is important to note that:

- we are not taken to be aware of the terms of the trust; and
- we do not have to verify that any transactions you carry out on the Account are authorised by the trust.

If you open a Savings Account or a Term Deposit as a trust Account, you indemnify us against any claim made upon us in relation to, or arising out of, that trust both personally and in your capacity as trustee.

## Signing authority

Signing authority can be by way of a physical signature or Internet Banking login.

You can operate Accounts with more than one signatory on the basis of:

- 'any one to sign';
- 'all to sign'; or
- specific signing authority, e.g. 'two of four signatories to sign'.

'Any one to sign' means any one account holder or Authorised Signatory can authorise any action on the Account, including changes to Authorised Signatories, making withdrawals from an Account, giving us instructions to apply to a Term Deposit on the Maturity Date, and closure of an Account.

'All to sign' means all account holders must authorise any action on the Account including changes to Authorised Signatories, making withdrawals from the Account, giving us instructions to apply to a Term Deposit on the Maturity Date and closure of the Account.

Specific signing authority means any action on the Account can be authorised in accordance with the specific instructions given to us by all account holders, including changes to Authorised Signatories, making withdrawals from the account, giving us instructions to apply to the Term Deposit on the Maturity Date and closure of the Account.

If the account holders omit to indicate the signing authority on an Account with more than one signatory, the Account will default to 'all to sign'.

All account holders must consent to an Account with more than one signatory being operated on an 'any one to sign' or specific signing authority basis. However, any one account holder can alter this arrangement, to make it 'all to sign'.

If an Account is being operated on a 'any one to sign' or specific signing authority basis, we may change the Joint Account to operate on an 'all to sign' basis at our discretion.

## Authorised Signatories

You can authorise us at any time to allow another person to operate on your Account as an Authorised Signatory. An Authorised Signatory who is not an account holder to an individual account that is not a Child's Account, cannot add Authorised Signatories or Authorised Users to an Account.

You are responsible for and indemnify us for any loss, damage or cost we incur in respect of all instructions and transactions your Authorised Signatory carries out on your Account. You should ensure that the person you authorise to operate on your Account is a person you trust fully.

You may cancel the Authorised Signatory's authority at any time by contacting us during our office hours. You do not need to obtain an Authorised Signatory's consent to cancel their access. However, you will remain liable for any transactions authorised by your Authorised Signatories until you cancel their authorisation.

Each Authorised Signatory to an Account agrees to indemnify and keep indemnified the LLL against all claims (including any claim made by an account holder), obligations, liabilities, expenses, losses, damages and costs that the LLL may sustain or incur as a result of any transaction carried out by the Authorised Signatory.

## Deposits

You can make deposits to your Account as outlined below

Deposits may only be made to a Term Deposit when you open the Term Deposit or during a Grace Period by contacting us and requesting a transfer from an existing Savings Account.

The remainder of this 'Deposits' section below only applies to Savings Accounts and not Term Deposits.

### Cash deposits

Cash deposits may be made in person at our office or at Australia Post outlets which offer the Bank@Post service and accept offline coded deposits. You will need to obtain a coded deposit slip from us to use the Bank@Post service. Australia Post outlets accept cash and coin to a maximum of \$9,999.95 per account per transaction with a limit on coin to a maximum of \$20.00.

Under law, we must report all cash deposits of \$10,000 or more to AUSTRAC.

### Cheque deposits

Cheque deposits may be made in person at our office or by posting the cheque to us with the details of the Account you want it deposited to.

Cheque deposits may also be made at Australia Post outlets which offer the Bank@Post service and accept offline coded deposits. You will need to obtain a coded deposit slip from us to use the Bank@Post service. The total value of cheques per transaction must not exceed \$999,999.99 and will be subject to a 7 day clearance period.

We will promptly present cheques deposited to your Account and demand payment on your behalf. You must provide us with any reasonable assistance we require.

We are not obliged to make funds available to you in respect of a deposited cheque until we receive the funds from the drawee institution. The usual clearance period is up to seven Business Days.

We may accept or refuse a cheque for deposit to your Account at our absolute discretion. Overseas cheques will not be accepted. Cheques originally payable to a third party may not be accepted to your Account unless they are validly endorsed or verified to our satisfaction. You indemnify us against all claims and liability arising as a consequence of the cheque deposit.

Cheques that have been altered must bear the full signature of the drawer next to the alteration. Cheques with initialled alterations or with alterations that are not signed by the drawer may not be accepted for deposit to your Account.

If you receive regular salary cheques, you can ask for these to be deposited, without being subject to clearance periods. To qualify, you will need to provide us with written confirmation from your employer that the cheque represents a regular salary payment. Then, if the first salary cheque deposited (the normal clearance period applies) is cleared satisfactorily, we may allow you to immediately draw on future salary cheque deposits. We may withdraw this privilege at any time without notice.

If you withdraw or transfer funds from your Account prior to a cheque being cleared and it is later dishonoured, we will debit your Account for the amount of the cheque and you must immediately return the funds to us.

## **Internal Transfers, Standard Transfers and Faster Payments**

Internal Transfers, Standard Transfers and Faster Payments into your Savings Account may be received from other LLL Accounts and from other Financial Institutions using:

- the LLL BSB 704 942 and the account number for your Account; or
- a PayID that has been created by you for your Account (see the PayID section below for more details).

Transfers we receive for your Account will be made available to you in accordance with our obligations under the rules, regulations and procedures that apply to the payment system the transfer was received through.

We may reverse a transfer credited to your Account if we, for any reason whatsoever, do not receive value for it or we are required to return it to the sender under the rules, regulations or procedures that apply to the payment system the transfer was received through.

We may reject a transfer intended for your Account, delay crediting it to your Account or delay making the funds available to you, where:

- we reasonably believe we are required to do so in order to comply with any applicable laws (including any laws relating to anti-money laundering, counter terrorism financing or sanctions) or under the rules, regulations and procedures that apply to the payment system the transfer was received through;
- you fail to comply with any of your obligations under these Terms and Conditions for any reason; or

- we reasonably consider it necessary to do so to enable us to review or investigate the transfer for any fraudulent, illegal or improper activity or for compliance with any applicable sanctions.

We are not liable to you for any loss or damage you suffer as a result of us rejecting a transfer intended for your Account or any delay in the funds being made available to you.

## **Withdrawals from Savings Accounts**

You can make withdrawals from your Savings Account as outlined below:

### **Cash withdrawals**

Cash withdrawals may be made in person at our office. You may not withdraw more than \$2,000 in cash per day, unless we otherwise agree at our absolute discretion. If you wish to withdraw more than \$2,000 in cash, you must provide us with a minimum of five Business Days notice.

Under law, we must report all cash withdrawals of \$10,000 or more to AUSTRAC.

### **Cheque withdrawals**

Cheque withdrawals may be made in person at our office, via the mail or through an Internet Banking request.

You will need to provide us with the payee name and amount. The cheque drawn will be posted by regular mail directly to the postal address for the Account and will not be sent direct to a third party.

All cheques drawn by us are drawn on an Australian bank with which we place our funds. Our cheques are not bank cheques; they are institutional cheques.

If a cheque we give you as a result of a withdrawal becomes stale, the funds may be credited to an Account you hold with us. If you do not hold an Account with us, we will pay you the amount of the cheque (without interest) on request.

To stop a cheque due to it being lost or for any other reason, call us as soon as possible. A cheque cannot be stopped if it has already been presented.

Cheques issued by us must not be altered or tampered with in any way.

### **Internal Transfers, Standard Transfers and Faster Payments**

Internal and Standard Transfers from your Savings Account may be made in person at our office, by posting a withdrawal form to us or via Internet Banking. You will need to provide the BSB and account number of the receiving account.

Faster Payments may be made via Internet Banking. For Internet Banking Payments see the section below under Internet Payments.

We will be under no obligation to make a transfer if your Savings Account has insufficient available funds and/or the transaction contravenes the conditions that apply to the operation of your Savings Account.

## **Withdrawals from Term Deposits**

Withdrawals may only be made from a Term Deposit by contacting us and requesting a transfer to an existing Savings Account.

You can make a withdrawal from your Term Deposit during a Grace Period following a Maturity Date without any prior notice to us.

You can also make an Early Withdrawal from your Term Deposit before a Maturity Date. However:

- you must give us 31 days notice prior to making the withdrawal;
- you must withdraw the full balance of the Term Deposit and may not withdraw part of the balance; and
- the interest you earn will be reduced as a result of the Early Withdrawal.

If you request an Early Withdrawal before a Maturity Date without giving us 31 days prior notice, we may delay the withdrawal until 31 days after we receive your withdrawal request or notice of your intention to withdraw or the next Maturity Date, whichever occurs first.

We may waive the notice period for Early Withdrawals in our discretion, including if we believe you are experiencing financial difficulty.

If you may have a need in the future to immediately withdraw or transfer funds being deposited into a Term Deposit, other deposit products may be more suitable.

If you make an Early Withdrawal, the following will apply in relation to interest you earn on the Term Deposit:

- Interest for the current term of the Term Deposit up to the date of the Early Withdrawal will be calculated at the interest rate that would have applied during that period if the Account was a Savings Account instead of the rate that was set at the start of the current term.
- Where we have already credited interest to your Term Deposit, we may make any adjustments to the balance of your Term Deposit to reflect the above interest changes as a result of an Early Withdrawal.

# Term Deposit Maturity Dates

On each Maturity Date the balance of your Term Deposit will reinvest on the terms and conditions (subject to any changes we notify you of prior to the Maturity Date) for a Further Term equal to the term that has just ended, at the interest rate we are then offering for that term for the amount of the balance of the Term Deposit, unless by the end of 7 days from the Maturity Date (the Grace Period):

- you withdraw the balance of the Term Deposit in full;
- you have instructed us not to reinvest the Term Deposit and to pay the balance into a Savings Account held by us;
- you and we agree to a different term and interest rate, in which case the agreed term and interest rate will apply together with these terms and conditions (as varied) for the Further Term; or
- we notify you that we have decided, in our discretion, to close your Term Deposit.

If you withdraw part but not all of the balance of your Term Deposit or deposit additional funds into your Term Deposit during a Grace Period, we may adjust the interest rate that applies for the Further Term to the interest rate we are offering for the applicable term for the balance of the Term Deposit at the end of the Grace Period:

At least 5 business days before a Maturity Date we will give you notice telling you:

- the interest rate that will apply to your Term Deposit once it reinvests or how and when you can ascertain that interest rate;

- that the interest rate that will apply to your Term Deposit once it reinvests will or may be less than the interest rate that applied before the Maturity Date, if that is the case;
- that there will be a Grace Period, the days on which the Grace Period will start and end and a reminder that you are able to withdraw funds from your Term Deposit during the Grace Period; and
- that if you wish to withdraw funds from Term Deposit after the end of the Grace Period we have the discretion to delay withdrawal until the end of the notice period or the new Maturity Date (whichever is earlier), how long the notice period is and the consequences of an Early Withdrawal before the new Maturity Date.

No later than 1 Business Day after a Maturity Date (or 2 Business Days if the Maturity Date is not a Business Day), we will give you notice telling you:

- that you have a Grace Period, the days on which the Grace Period will start and end and information about your rights during the Grace Period;
- the interest rate that applies to your Term Deposit for the Further Term;
- a reminder that you are able to withdraw funds from your Term Deposit during the Grace Period;
- a reminder that if you wish to withdraw funds from your Term Deposit after the end of the Grace Period we have the discretion to delay withdrawal until the end of the notice period or the new Maturity Date (whichever is earlier), how long the notice period is and the consequences of an early withdrawal before the new Maturity Date.

By opening a Term Deposit, you consent to the reinvestment of your Term Deposit at the end of the original term and each successive Further Term as set out in this clause.

## Overdrawn Accounts

You must keep sufficient cleared funds in your Savings Account to cover all debit transactions such as direct debits. If you do not, we will generally dishonour these transactions.

Alternatively, we may honour the transactions and overdraw your Account. We will charge you interest at our current overdraft interest rate, calculated on the daily closing balance.

If we honour a transaction that overdraws your Account you must arrange for the overdrawn amount to be repaid to us immediately. We may also transfer funds from one of your Accounts to clear the overdrawn amount.

## Passbooks

We may provide you with the option of being issued a passbook in relation to your Savings Account. If you elect to operate your Savings Account with a passbook, it is your responsibility to have the passbook regularly updated by posting it to us or bringing it into our office. You should check your passbook as soon as it is updated and tell us immediately if there are any unauthorised transactions or errors. You should advise us if your passbook becomes lost or stolen as soon as possible. Passbook entries will include the amount of the transaction and the current balance of the account.

## Account statements

Where we are required to provide you with a statement for your Account, we will do so at least annually. If your Account has a passbook, then your passbook is your statement.

You should check your statement as soon as it is available to you and tell us immediately if there are any unauthorised transactions or errors.

We will provide you with statements for Accounts electronically unless you have elected to receive paper statements. You can elect to receive paper statements by post by contacting us. If you elect to receive paper statements by post for a Joint Account we will issue the statement by post to the first named account holder of the Joint Account.

If your account is a Term Deposit Account, we will only provide you with statements electronically and you may not elect to receive paper statements by post.

We will make electronic statements available for you to view and download via Internet Banking.

We will notify you that a new electronic statement is available via the email address you provide us with and also the next time you log in to Internet Banking. You must ensure we have your current email address at all times. If we become aware that your recorded email address is invalid, we may send you paper statements by post until your email address is updated.

## Change of name or contact details

You must notify us promptly if you change your name, address or contact details, including your email address, and provide us with any documents that we reasonably request to verify your changed name or contact details.



## Unclaimed monies

If you are aged 18 and over and your Savings Account or Term Deposit has a balance of \$500 or more and no deposits or withdrawals are made to the Account for seven years, or you have not logged in to Internet Banking or the LLL app or updated your passbook balance, we are required to remit the Account balances to the Australian Securities and Investments Commission as unclaimed monies. Where we have such an obligation, we may remit the Account balance and close your Account.

## Account combination

We may offset the credit balance of your Savings Account against any debt owing by you to us from time to time.

We may transfer funds from your Savings Account to another account you have with us, or combine your Savings Account with one or more other Accounts into a single Account, where the Savings Account and the other Accounts are held in the same name. This may become necessary if, for example, your Savings Account becomes overdrawn, or there are insufficient funds in your Account to cover a direct debit or other transaction. However, we have no obligation to do so in order to facilitate a direct debit or other transaction being honoured.

## Closing Accounts

### Closing Savings Accounts

You can close your Savings Account at any time.

We can close your Savings Account at our absolute discretion by giving you reasonable notice, and, where we close your Savings Account, paying you the balance of the Account and any interest owing.

## Closing Term Deposits

You can close your Term Deposit by withdrawing the balance of the Term Deposit as and when permitted by these Terms and Conditions.

We can close your Term Deposit at the end of a term and prevent it from reinvesting on a Maturity Date in our absolute discretion by giving you notice, and, where we close your Term Deposit, paying you the balance of the Term Deposit and any interest owing.

## Anti-Money Laundering (AML) and Counter Terrorism Financing requirements

We meet the regulatory and compliance obligations of AML and CTF laws both in Australia and overseas. These obligations mean that:

- we may be required to disclose information provided to us or any other information where required by law in Australia or any other country. This includes the release of information regarding Internet Banking transactions to Australian and overseas regulators;
- your transactions could be delayed, blocked or frozen if we believe on reasonable grounds that processing the transaction may be in breach of the law of Australia or any other relevant country; and
- you release us from all liability to you if we delay or block any transaction or refuse to pay any money or do anything else affecting a transaction or Payment in the reasonable belief that a transaction or Payment would contravene any law in Australia or any other country.

You agree that you will not initiate, engage in or effect a transaction or Payment that may breach any law in Australia or any other country. If you do so, you indemnify us against any loss or liability we may incur which arises from such a transaction or Payment.

## LLL app

The LLL app is designed specifically for mobile phones and offers a fast, simple and convenient mobile banking experience.

The LLL app is not a stand-alone product. It is an additional feature of Internet Banking and is only available to LLL customers who have registered for Internet Banking. You must log into Internet Banking and change the initial Password provided by us before you can access the LLL app.

### Features

The LLL app will allow you to:

- check your account balance and transaction history,
- transfer money between your accounts\*,
- pay your bills using BPAY®\*,
- make internal transfers to other LLL customers\*, and
- make transfers to another Financial Institution\*.

\* These features are not available in relation to Term Deposits.

Not all Internet Banking services and features are available on the LLL app. The features available to you in the LLL app, the way in which you can access and use the LLL app and the transactions and actions you can conduct using the LLL app may differ depending on the access you are granted and may change from time to time without notice to you.

Internet Banking transaction limits will apply.

## Downloading the LLL app and logging in for the first time

You may only access and use the LLL app on a compatible mobile phone. Your mobile phone may be incompatible if you are unable to download the LLL app or if the LLL app does not load or perform on your mobile phone.

Before you register the LLL app you must log in to LLL Internet Banking via a web browser and change your Password from the initial code provided to you by us. You will need your Internet Banking Login ID and Password to gain access to the LLL app.

Download the LLL app from the Apple App Store or Google Play Store from your mobile phone depending upon your mobile phone type.

As part of the registration process you will need to select the Login Authentication option being either a PIN, Pattern or Touch ID/Facial Recognition ID (if supported). You can change the Login Authentication option in the LLL app settings.

If you delete the LLL app from your mobile phone or replace your mobile phone, you may be required to download the LLL app again and re-register the LLL app.

### Security

In operating the LLL app you must maintain an appropriate level of security. This includes:

- keeping your LLL app Login Authentication private,
- ensuring your mobile phone is protected by the latest software and security updates available.

You must

- never use a Login Authentication that is obvious or can be easily guessed
- never tell or let anyone find out your Login Authentication

- never keep a record of the Login Authentication with your mobile phone
- lock your mobile phone and take any reasonable steps to stop unauthorised use
- notify us immediately if your mobile phone is lost or stolen or you suspect your Login Authentication has become known to someone else
- only install applications through the Apple App Store or Google Play Store on your mobile phone
- never leave your mobile phone unattended and logged into the LLL app, and
- only use the LLL app with a compatible mobile phone.

You may be liable for unauthorised transactions if you breach any of these Terms & Conditions.

### **Suspension or Termination**

We may cancel, modify or restrict your access to, and use of, the LLL app at any time. We do not need to give you advance notice if we do so but will notify you as soon as reasonably practicable after doing so.

### **Outside Australia**

If you travel outside of Australia you may still have access to the LLL app. You should check with your telecommunications provider that the mobile phone will be able to use relevant networks in those countries in which you are travelling.

### **Costs**

We do not charge a fee for the LLL app, however, you may incur data charges from your network provider for downloading the LLL app and performing transactions with the LLL app. Check with your relevant service provider for more details. LLL is not liable for any data costs you may incur.

### **Access and Availability**

Access is subject to you having the LLL app on a compatible mobile phone and being registered and logged in. An online connection is required to log in and to use the functionality of the LLL app. The functionality available to you will be limited to the functionality of the LLL app and any restrictions that we may put in place.

### **Compatible Mobile Phones**

Not all mobile phones are capable of accessing and using the LLL app. You are responsible for using, having or obtaining a compatible mobile phone in connection with any use of this service. Desktop computers and mobile devices such as tablets are not supported. Contact us for details of supported operating systems.

Any conditions of use relating to a device or the use of any telecommunications network to access LLL app are your responsibility.

### **Changes to these Terms and Conditions**

We may change these Terms and Conditions at any time. We will notify you of any material changes via publication on the LLL website. We may also notify you of any material changes by notice to you via your mobile phone or the Apple App Store or Google Play Store.

### **Trademark**

Apple is a trademark of Apple Inc., registered in the U.S and other countries. App Store is a service mark of Apple Inc. Google Play is a registered trademark of Google LLC.

## Internet Banking overview

Internet Banking provides online access to your Account/s.

An Account is required to enable Internet Banking access. If you already have an Account, you can register for Internet Banking by contacting us. Approval as an Authorised User of Internet Banking is at our discretion.

We may cancel, modify or restrict your access to and use of Internet Banking at any time. We do not need to give you advance notice if we do so but will notify you as soon as is reasonably practicable after doing so.

If we accept your application to register for Internet Banking, you will be provided with a Login ID and a temporary Password. Your Login ID and Password are the method of accessing Accounts on Internet Banking. For your security, the first time you access Internet Banking you will be required to change your Password to one of your choice.

An instruction given to us through Internet Banking using your Login ID and Password constitutes a valid and irrevocable authority to us to follow those instructions.

Three unsuccessful login attempts using your Login ID and an incorrect Password will result in your access to Internet Banking being suspended. You will need to contact us to reactivate your access.

An Authorised Signatory may ask us to cancel or restrict an Authorised User's access to Internet Banking at any time.

If an Account requires two or more signatories to withdraw funds from an Account, any Payment instructed in Internet Banking needs to be authorised by two or more of the Authorised Users that have registered for Internet Banking with access to the

Account from which the Payment is being made.

'Enquiry only' access to Internet Banking is also available to Authorised Users. This type of access does not allow for any transactions to be made. Authorised Signatories can authorise someone who is not an Authorised Signatory to have 'enquiry only' access upon written request.

We do not warrant that you will have 24 hours a day, seven days a week, access to Internet Banking or to One Time Passwords.

## Internet Banking key features

Using Internet Banking, Authorised Users may do the following in relation to an Account depending on the type of access provided to the Authorised User or the Account type:

- check Account balances
- view/download transaction details
- Internal Transfers\*
- External Transfers\*
- BPAY® Payments\*
- request a cheque\*
- view interest details
- print statements
- future Payment requests\*
- Transfer In\*
- change address/contact details
- request additional security options
- register and modify a PayID\*
- send and receive secure messages to/from LLL.

\* These features are not available in relation to Term Deposits.

We may change the Internet Banking features from time to time without prior notice to you.

## Internet Banking payments

The following types of Payments may be conducted on Savings Accounts using Internet Banking:

- Internal Transfers
- External Transfers (including Standard Transfers and Faster Payments)
- Transfer In
- BPAY® Payments
- Cheque requests.

Payments cannot be performed on certain Account types or may only be allowed at our discretion.

When providing Internet Banking we utilise other Financial Institutions to effect External Transfers through different payments systems and channels.

If you instruct us to make a Payment and it is possible to effect it using more than one payment system or channel (for example to send it as a Standard Transfer or as a Faster Payment) we may choose which payment channel we use to send the Payment or we may give you an option.

You must ensure there are sufficient cleared funds in an Account to be able to facilitate a Payment.

The amount of the Payment will need to be within the daily payment limit set for the Account.

If you instruct us to make more than one Payment from your Account on a given day we will determine the order in which the Payments are made.

When we effect a Payment on your behalf we are not acting as your agent or the agent of the payee to whom the payment is directed.

In order to make a Payment, you will need to provide us with all the information we request including the payee account details that you are transferring to being either:

- the BSB and account number; or
- a PayID that has been created for the account.

You acknowledge that we are not required to effect a Payment if you do not give us all the required information or the information that you give us is inaccurate or incomplete.

### **Payments using a BSB and account number**

You must ensure that any BSB and account number you provide to us in relation to a Payment are correct. Not all Financial Institutions cross-check account names with BSB and account numbers and you may suffer a loss if a Payment is sent to the wrong account as a result of you giving us incorrect details (see Mistaken Internet Payments below for more information). We will not be responsible or liable to you for any loss you suffer as a result of you telling us the wrong BSB or account number for a Payment.

### **Payments using a PayID**

If you instruct us to make a Payment using a PayID and we display the PayID Name registered to that PayID to you, you must ensure that the name reasonably represents the intended recipient before you confirm your instruction. You must cancel the instruction if the PayID Name that we display to you is not the intended recipient. We will not be responsible or liable to you for any loss you suffer as a result of you telling us the wrong PayID or confirming the Payment where the PayID Name we display to you does not represent the intended recipient.

Faster Payments and Payments using PayIDs may not always be available. When this is the case, Internet Banking will revert to Standard Transfers using a BSB & account number only.

## Payment descriptions

Where we allow you to provide one, you must ensure that any Payment reference or description you provide does not contain, reference or link to:

- any swearing, profanity, offensive, discriminatory, threatening or abusive content;
- any information that is confidential or must be kept secret;
- sensitive personal information of any person (including information or an opinion about a person's racial or ethnic origin, political opinions or membership of a political association, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information);
- anything which infringes the intellectual property rights of any person; or
- anything which is illegal or seeks to promote illegal activity.

Where we consider it appropriate to do so, we may disclose the information you include in a Payment reference or description to appropriate law enforcement authorities or, in the case of personal information about another person, to the person the personal information relates to.

For Payments that are regularly made, an Authorised User can save the details of the Payment as a 'personal payee', to save having to re-enter the details each time the Payment is made. You must still check the details each time a Payment is made.

## Payments processing

Once you have requested a Payment the timing of the availability of these funds may vary depending upon when the Payment was made, to whom it was made and the payment system or channel it was processed through.

Payments made after our cut off time, on a weekend or a national public holiday may not be made until the next Business Day. Contact us for the latest cut off time for Payments.

For Payments sent as Standard Transfers, you should allow up to two Business Days for these funds to reach their destination. Faster Payments should occur in near real time.

Please contact us if you are unsure about when an External Transfer may be available as cleared funds.

## Delays

Although we will endeavour to process your request in a timely manner we shall not incur any liability by reason of delays or late Payments. Advise us if you become aware of any delays.

Delays may occur in processing Payments for various reasons such as where:

- we experience a services disruption which prevents us from processing transactions;
- we are required to delay processing a transaction in compliance with any applicable laws (including any laws relation to anti-money laundering and sanctions);
- you fail to comply with your obligations under these Terms and Conditions for any reason;
- the Financial Institution at which the payee account is held or the relevant account holder fails to comply with their obligations or is experiencing a services

disruption which prevents them from processing transactions; or

- we delay processing of the Payment to investigate and review it to ensure it is not fraudulent, illegal or improper or to confirm that it has been properly authorised by you.

Also, we may hold, stop or reverse a Payment where we have a reasonable basis for doing so. In such circumstances we will contact you and inform you if the Payment request has been cancelled. In assessing your Payment, we may also be required to collect and verify certain personal and transactional information under anti-money laundering and counter-terrorism laws and regulations.

### **Payment errors and issues**

You are responsible for checking your Account transaction details and statements to ensure that Payments have been made correctly. If you believe a transaction is wrong or unauthorised you must tell us immediately.

You should contact us as soon as possible during business hours if you become aware that you may have made a mistake when making a Payment, or if you did not authorise a Payment that has been made from your Account or there are any other problems.

If you instruct us to make a 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 recipient to obtain a refund of the excess. If we processed the Payment as a Faster Payment, we may be able to request that the funds, or just the overpaid amount, be returned on your behalf if you ask us to do so. However, the amount will not be returned to you unless the recipient consents to their Financial

Institution returning the funds; or

- the amount you told us to pay was less than the amount you needed to pay, you can make another Payment for the difference between the amount actually paid to the recipient and the amount you needed to pay.

You should notify us immediately if you think that:

- you have made another type of mistake when making a Payment;
- you did not authorise a Payment that has been debited to your Account or you think a Payment has not been processed in accordance with your instructions;
- you become aware that a Payment made using a PayID from your Account was directed to an incorrect recipient; or
- you were fraudulently induced to make a Payment.

Where we consider it appropriate and we are reasonably able to do so, we may request that the Financial Institution to whom the funds were transferred returns the funds to us, on your behalf. However, this is not always possible.

Where a Payment is returned to us by another Financial Institution, we will credit the funds to your account and make them available to you as soon as practicable.

You indemnify us against, and will be liable to us for, any direct or indirect loss, damage, charge, expense, fee or claim we may suffer or incur as a result of the return of funds to us where we have requested that a Payment be returned on your behalf. We may debit any such loss, damage or cost to any of your Accounts.

## Transfer In

To facilitate a Transfer In from your nominated account with another Financial Institution you need to execute an Internet Banking direct debit request by contacting us. By providing us with your instructions and authority you authorise and enable us to debit funds from your nominated account at another Financial Institution and credit your Account using the Transfer In function.

When you request a Transfer In to occur, there may be a clearance period of up to three days before you can access these funds.

You should ensure you have sufficient cleared funds in your other Financial Institution's account when you instigate the Transfer In otherwise the Transfer In may be rejected by the other Financial Institution.

## Cheque requests

If you request an LLL cheque via Internet Banking, it will be drawn as soon as practicable directly from your Account when requested. See the Withdrawals section above for more Terms and Conditions that apply to cheque requests.

## BPAY® Payments

We are a scheme member of the BPAY® Scheme and subscribe to the BPAY® Payments service which enables us to offer BPAY® Payments. We will tell you if we are no longer a member of BPAY®.

BPAY® Payments is an electronic payments service through which you can ask us to make bill payments on your behalf to organisations (Billers) who tell you that you can make payments to them through the BPAY® Payments service.

You will need to provide the following accurate information so that we can process a BPAY® Payment:

- Biller code;
- customer reference number;
- details of the Account from which you would like us to make the BPAY® Payment;
- amount of the BPAY® Payment to be made; and
- date on which the BPAY® Payment is to be made.

If we are advised that a BPAY® Payment cannot be processed by a Biller, we will advise you of this, credit your Account the amount of the BPAY® Payment and take all reasonable steps to assist you in making the BPAY® Payment as quickly as possible.

You should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment) when instructing us to make a BPAY® Payment, or if you did not authorise a BPAY® Payment that has been made from your Account. We will not accept an order to stop a BPAY® Payment once you have instructed us to make it.

Subject to transaction cut off times Billers who participate in BPAY® Payments have agreed that a BPAY® Payment you make will be treated as received by the Biller to whom it is directed:

- on the date you make that BPAY® Payment, if you tell us to make the BPAY® payment before our transaction cut off time on a Business Day; or
- on the next Business Day, if you tell us to make a BPAY® Payment after our transaction cut off time on a Business Day, or on a day that is not a Business Day.



A delay may occur in processing a BPAY® Payment where:

- there is a public 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 Business Day or after the transaction cut off time on a Business Day;
- another Financial Institution participating in BPAY® Payments does not comply with any applicable obligations relating to BPAY® Payments; or
- a Biller fails to comply with any applicable obligations relating to BPAY® Payments.

While it is expected that any delay in processing a BPAY® Payment for any reason set out above will not continue for more than one Business Day, any such delay may continue for a longer period.

### **BPAY® mistaken payment**

A BPAY® Payment is irrevocable except if it is a mistaken BPAY® Payment.

If you are responsible for a mistaken BPAY® Payment, and we cannot recover the amount from the Biller who received it within 20 Business Days of us attempting to do so, you will be liable for that BPAY® Payment.

We 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 you and the Biller.

### **Biller consent**

If a BPAY® Payment is made in accordance with a BPAY® 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 BPAY® Payment. However, you must pay us the amount of that unauthorised BPAY® Payment if:

- we cannot recover within 20 Business Days of us attempting to do so that amount from the person who received it, and;
- the BPAY® Payment was made as a result of a payment direction, which did not comply with our prescribed security procedures for such payment directions.

If we are able to recover part of the amount of that payment from the person who received it, you must only pay us the amount of that BPAY® Payment that we are not able to recover.

Except where a BPAY® Payment is a BPAY® mistaken payment, BPAY® unauthorised payment or BPAY® fraudulent payment, BPAY® Payments are irrevocable. No refunds will be provided through BPAY® Payments where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

### **BPAY® unauthorised payment**

If you tell us that a BPAY® Payment made from your Account is unauthorised you must provide us with written consent addressed to the Biller who received that BPAY® Payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY® Payment.

## PayID

The PayID Service enables payers to conduct secure funds transfers to payees through the NPP using an alternative identifier instead of the BSB and account number.

Creating a PayID is optional. We will not create a PayID for your Account without your consent.

### Creating a PayID for your Account

A PayID can only be created for your Account if:

- we are able to verify your identity in a manner that is satisfactory to us;
- you own or are authorised to use the PayID;
- the PayID is not likely to be misleading as to who you or another account holder for the Account are; and
- creating the PayID will not infringe on the intellectual property rights of any person.

We may refuse to create a PayID for an Account for any reason, including where we are not satisfied that the above requirements have been met.

The PayID Types we allow you to create for your Account may differ depending on your circumstances and the type of Account you have. Not all Account types are eligible to have certain PayID Types or any PayIDs created for them. Your PayID must be a supported PayID Type. The PayID Types supported by us are mobile phone numbers, email addresses, ABNs and Organisation IDs. The PayID Type of ABN and Organisation ID are restricted to business Accounts only.

Some PayID Types must be requested using Internet Banking. However, other PayID Types can only be requested by contacting us by telephone or in person.

We will tell you which Account types can have which PayID Types created for them (if any) on request. We will also tell you, on request, which PayID Types must be created using Internet Banking and which PayID Types can only be created by contacting us by telephone or in person, which may change from time to time.

By requesting that we create a PayID for your Account:

- you assure us that you own or are authorised to use the PayID;
- you agree to immediately notify us if any of the information you provide to us when creating the PayID changes or becomes incorrect or misleading;
- you acknowledge that the PayID and information relating to you and your Account (including the PayID Name, the Account BSB and Account number) will be registered in the PayID service which is operated by NPP Australia Ltd (not us); and
- you acknowledge that, depending on the policy of a payer's Financial Institution, your PayID Name may be displayed to payers (who send Payments to you using your PayID) for verification purposes.

The PayID Name registered in the PayID service for your PayID must reasonably represent the name of an account holder of the Account. We may change the PayID Name associated with a PayID at any time if we think doing so is necessary to ensure it reasonably represents the identity of an account holder.

You may choose to create more than one PayID for your Account but each PayID must be unique and can only be created once for all Financial Institution accounts in Australia (see below for details on transferring PayIDs).

If your Account is a Joint Account, you and each other joint account holder can create unique PayIDs for the Account.

### **Duplicate PayIDs and PayID Disputes**

Once your PayID is created and linked to your Account, it cannot be used in relation to any other Account with us or with an account with another Financial Institution. The PayID Service does not support duplicate PayIDs. If you try to create or request a PayID for your Account which is identical to another PayID in the PayID Service, it will be rejected and we will advise you of this.

If a PayID cannot be created for your Account because it has already been created by someone else you may lodge a dispute by contacting us, and, if we are satisfied that you own or are authorised to use the PayID, we will contact the Financial Institution that has registered the PayID to determine whether that Financial Institution should close the PayID. However, there is no guarantee that the dispute will be resolved in your favour or result in you being able to create the PayID for your Account (for example, if the other Financial Institution's customer is also authorised to use the PayID). We will promptly notify you of the outcome of the dispute.

### **Transferring your PayID to another Account**

You can transfer your PayID from one Account with us to another Account with us through Internet Banking and this will generally be effective immediately.

If you want to transfer your PayID to another Financial Institution it is a two-step process. Firstly, you must place your PayID into a transfer state within Internet Banking and then, secondly, you must complete the transfer by creating the PayID with the other Financial Institution. Until the transfer is completed, NPP Payments to your PayID will be directed to your Account with us. If the other Financial Institution does not complete the transfer within 14 days, the transfer will be deemed to be ineffective and your PayID will remain with your Account. You will need to start the process again if you want to proceed with the PayID transfer.

### **Transferring your PayID from another Financial Institution to your Account with us**

To transfer a PayID that you created for an account with another Financial Institution to your Account with us, you will need to start the process with that Financial Institution and tell them that you want to transfer the PayID and then create or request that we create the PayID for your Account as set out above. The other Financial Institution must action your request within one Business Day unless you agree to another time period.

### **Closing your LLL PayID**

You can close your PayID at any time by managing it in Internet Banking. We will close your PayID when your Account is closed or your PayID has been misused.

You are responsible for closing your PayID when you no longer have authority to use it or if the information you give us when the PayID is created changes.

## Locking and unlocking your PayID

You acknowledge and consent to us locking your PayID without prior notice to you if we have reasonable grounds for doing so. Without limitation, this includes where:

- we reasonably suspect misuse of your PayID or use of your PayID to procure funds fraudulently;
- we reasonably believe or suspect that you do not own and are not authorised to use the PayID;
- we reasonably believe or suspect that the information you provide to us or the statements you make to us when creating the PayID are incorrect, incomplete or misleading;
- you fail to comply with your obligations under these Terms and Conditions; or
- we have closed or restricted your Account or you cease to be authorised to use the Account.

We will tell you if we lock a PayID created for your Account, within a reasonable period of doing so, unless it was done at your request.

A request to unlock a locked PayID may be made by contacting us.

The PayID Service may also automatically lock or close a PayID if no NPP Payments have been made using the PayID and no updates to the information relating to the PayID are made for 10 years.

A PayID cannot be transferred or updated while it is locked and no payments can be received using a PayID while it is locked.

## Privacy

By creating or requesting a PayID for your Account you acknowledge that you authorise and consent to:

- us disclosing your personal information and other information to NPP Australia Ltd as necessary to create the PayID in the PayID Service including the PayID, PayID Name and Account details; and
- third parties, such as NPP Australia Ltd and other Financial Institutions that connect to or use the NPP collecting, storing, using and disclosing that information for the purposes of constructing NPP Payment messages, enabling payers to make NPP Payments to you, and to disclose your PayID Name to payers for validation in accordance with the NPP regulations and NPP procedures.

## PayID liability

We are not liable to you for any loss or damage you suffer as a result of:

- a PayID being created for your Account or you using or attempting to use a PayID that has been created for your Account;
- us refusing to create a PayID or any delay in a PayID being created for your Account;
- us locking or closing a PayID that has been created for your Account; or
- any failure or malfunction of the NPP (including the PayID Service) or any of our systems or procedures that use or connect with the NPP.

You indemnify us against, and will be liable to us for, any direct or indirect loss, damage, charge, expense, fee or claim we may suffer or incur in respect of any PayID that is created for your Account, any Misdirected

Payments relating to such a PayID or your use or attempted use of a PayID. We may debit any such loss, damage or cost to any Account you hold with us. However, in no circumstances will you be liable for any loss, damage, charge, expense, fee or claim to the extent it was caused by negligence, fraud or wilful misconduct on the part of us, our employees or agents.

## Future Payments

You can give us authority to make a future Payment on pre-set dates from your Savings Account. Future Payments can be single or recurring and a future Payment that is an External Transfer may be made as a Standard Transfer or a Faster Payment.

You must ensure you have sufficient cleared funds in your Account prior to the pre-set dates that the future Payment is due, as future Payments are processed routinely early on the set date.

If you have insufficient cleared funds in your Account at the time we process the future Payment on the set date, we may decline to process the Payment or choose to process it at our absolute discretion. If we decline to process the Payment, we will re-attempt to make the Payment each following Business Day for three consecutive Business Days unless you cancel the instruction. If after the third attempt there remain insufficient cleared funds to make the Payment the Payment will be rejected. This means that if it is a rejected single future Payment no further attempts will be made, and if it is a recurring future Payment, we will not attempt to make a further Payment until the next due date.

If we are unable to make a future recurring Payment on three successive occasions (after three attempts on each occasion) we will cancel the recurring future Payment instruction.

Future Payments that do not fall due on a Business Day may not be made or processed until the next Business Day.

If you wish to alter or cancel a future Payment, you should do this via Internet Banking, mail, phone or email prior to the due date. Payments cannot be stopped once we have processed the Payment on or after the pre-set date.

We will debit transactions effected on any one day in the order we determine at our absolute discretion.

## Internet Banking Payment limits

We may set default Internet Banking daily Payment limits on individual Accounts. We will advise you of the default daily Payment limits that apply.

Increases and decreases to this limit may be requested by an Authorised User, either temporarily or permanently, by contacting us during normal business hours. We may accept or reject such a request at our discretion.

We may increase or decrease daily Payment limits at any time at our absolute discretion, even if we have previously accepted a requested increase or decrease.

We may reject any Payment instruction that would cause any applicable Payment limit to be exceeded.

## Internet Banking for business

Authorised Users with Internet Banking access to business Accounts benefit from the features of Internet Banking but also additional business features that are available upon request and subject to our approval.

Features include:

- controlling the Accounts and type of access available to Authorised Users including full access, 'enquiry only' access, 'data entry only' access or no access.
- setting daily Payment limits for Authorised Users.
- setting and modifying the Authorised User's Password.
- setting email addresses for Authorised User's to receive email alerts on Accounts that require 'two to sign' so that the second Authorised Signatory can be alerted to authorise a Payment.

If you or another Authorised Signatory are appointed as an administrator to use the additional business features:

- you are liable for the acts or omissions of all Authorised Users as if they were your own, even if they were not authorised by you or exceeded any authority given by you;
- you must remove access to Authorised Users once they cease to be employed by your business or where you no longer want them to have access to Internet Banking and the additional business features; and
- you must advise us of any changes to Authorised Signatories of the Account.

We may terminate access to the additional business features at any time.

## Mistaken Internet Payments

### **Mistaken Internet Payments from Your Account**

If you believe you have made a Mistaken Internet Payment from your Account you should immediately contact us on 1800 556 457 during business hours to report it to us. Any delays in reporting a Mistaken Internet Payment to us may impact our ability to recover the funds on your behalf. If you are calling after business hours you should leave a phone message and we will return your call on the following Business Day.

We will investigate every Mistaken Internet Payment reported to us. If after our investigation into the Payment we are satisfied that you have made a Mistaken Internet Payment, we will send the receiving Financial Institution a request for return of the Payment.

When you report a Mistaken Internet Payment you are providing consent for us to disclose your personal information to the other Financial Institution in order to recover the funds on your behalf.

We will notify you within 30 Business Days of the Mistaken Internet Payment being reported to us to advise you of the outcome of our attempt to recover your funds. If a receiving Financial Institution returns the Mistaken Internet Payment, we will credit the funds to your Account as soon as practicable.

## **Mistaken Internet Payments received into Your Account**

Where we have been notified by another Financial Institution that you were the unintended recipient of a Mistaken Internet Payment, you agree that we may debit the funds from your Account, to the value of the Mistaken Internet Payment, and return it to the sender in accordance with the recovery procedures outlined below.

We will only initiate the recovery procedures outlined below if, after our investigation into the Payment we are satisfied that a Mistaken Internet Payment has been made to your Account.

## **Recovery procedures for return of Mistaken Internet Payments received into your Account**

Mistaken Internet Payments reported to a sending Financial Institution within ten Business Days of the Payment being made will be returned from your Account to the sending Financial Institution by us within ten Business Days of receiving the request from that Financial Institution.

We are not required to notify you or receive your prior consent to return the Mistaken Internet Payment.

For Mistaken Internet Payments reported to a sending Financial Institution between ten Business Days and seven months of the Payment being made, we will restrict access to your Account to the value of the Mistaken Internet Payment only. We will then notify you that the Mistaken Internet Payment will be withdrawn from your Account and returned to the sending Financial Institution within ten Business Days commencing from the date the funds were restricted, unless you are able to establish entitlement to the Mistaken Internet Payment within this timeframe. We are not required to receive your prior consent to return the Mistaken Internet Payment.

For Mistaken Internet Payments reported to a sending Financial Institution after seven months of the Payment being made we are required to seek your consent to return the Mistaken Internet Payment to the sending Financial Institution.

In the event you have insufficient funds in your Account to cover the value of the Mistaken Internet Payment into your Account being returned as set out above, we may make reasonable efforts to recover the funds from you including discussing repayment options.

## **Complaints about Mistaken Internet Payments**

If you are not satisfied with our handling of a Mistaken Internet Payment then you may escalate your complaint in accordance with the section for Complaints and disputes.

## **Electronic transfers not initiated via Internet Banking**

We cannot retrieve a Standard Transfer that you have made in error. However, we can initiate:

- a trace request, to confirm that transfer was credited to a particular account; or
- a recall request, to request the return of funds transferred in error. If the receiving party does not agree to return the funds, we cannot retrieve them on your behalf and you must pursue the mistaken payment directly with the recipient.

## Your technology

It is your responsibility to obtain and maintain any electronic equipment which you may need to use Internet Banking.

You must not leave your computer or mobile device unattended whilst it is logged into Internet Banking and must log off from Internet Banking once you finish using the service on each occasion.

You must maintain up-to-date internet security software on the computer or other mobile device that you use to login to Internet Banking.

We recommend that you read and employ the principles provided on the LLL website [www.lll.org.au](http://www.lll.org.au) about how to protect your funds, and enjoy safer and more secure Internet Banking services.

## Password security

If your Password is stolen or compromised, you suspect that your Password is compromised or you suspect unauthorised use of your Password, you must immediately login to Internet Banking and change your Password and then inform us. As a matter of security you should regularly change your Password.

If you forget your Password you may inform us by calling us during business hours and requesting a new Password. We will only change and advise you of the new Password once we have successfully verified your identity.

Your Password to Internet Banking is confidential and we rely on it as constituting your electronic signature. You must ensure that you:

- keep your Password secure and protected;

- take reasonable steps to protect the security of any record of a Password, although we strongly recommend you memorise your Password and do not record it;
- do not select a Password that is easily identified with you;
- do not select a Password which is a common or easily guessed combination;
- do not keep a record of a disguised Password which would enable someone to easily decipher it;
- do not disclose your Password to any person (including a family member or friend); and
- do not allow any unauthorised person to observe you entering your Password.

We recommend that you read the information provided on the LLL website [www.lll.org.au/lllhome](http://www.lll.org.au/lllhome) on Password tips.

## One Time Password security

Internet Banking provides for an additional layer of security in the form of One Time Passwords. Use of One Time Passwords can increase the level of security by providing you with a unique single use password each time you seek to access Internet Banking and/or before we accept certain instructions from you via Internet Banking.

A One Time Password is sent to your registered mobile phone via an SMS or generated by having a security token.

We may, in our discretion, require you to use a One Time Password before you access Internet Banking and/or before we accept certain types of instructions from you via Internet Banking. We may also determine, in our discretion, which types of instructions require a One Time Password and we may change the types of instructions



from time to time without notice to you. We may also give you the option of electing to use One Time Passwords for certain purposes, by registering to use them, if we have not already required the use of One Time Passwords for those purposes.

If we require that you validate or authorise an Internet Banking instruction using a One Time Password, or you have elected to do so, we are not required to accept and process the instruction unless and until you correctly enter a One Time Password to confirm the instruction.

To use One Time Password security effectively you must ensure that your registered mobile phone or security token are kept secure and not allow any other person to use or access it.

You should notify us if your security token or mobile phone is lost or stolen, or if you change the mobile phone number you have registered for One Time Password security.

One Time Passwords may not be available to you outside of Australia, which may affect your ability to access Internet Banking when overseas.

## Internet Banking liability

You are liable for any losses arising from the acts and omissions of you and any person authorised by you to operate on your Internet Banking service. Specifically, you will be liable for:

- transactions carried out by you or with your knowledge and consent;
- transactions carried out by an Authorised User unless you have told us during our business hours to cancel that user's access to Internet Banking; or

- unauthorised transactions if you have not made a reasonable attempt to disguise an Internet Banking Password or prevent unauthorised access to an Internet Banking Password.
- unauthorised transactions if you have not taken all reasonable steps to protect the security of the equipment used by you for electronic access, and the privacy of your information.

### Unauthorised transactions

An unauthorised transaction is a Payment that is not authorised by an Authorised User i.e. a Payment that is carried out without an Authorised User's knowledge or consent. You must inform us immediately once you become aware of any unauthorised transaction on your Account.

### Where no liability arises

You are not liable for any losses resulting from unauthorised transactions if any of the following apply:

- it is clear that you have not contributed to the loss in some way;
- the loss is caused by the fraudulent or negligent conduct of an LLL employee or agent; or
- the loss arises after you notify the LLL of your Password being compromised.

To the extent permitted by law, the LLL is not liable for:

- any breakdown or interruption to Internet Banking due to circumstances beyond our control;
- any consequential or indirect loss from any breakdown or interruption to Internet Banking due to circumstances beyond our control;
- any corruption of data and any breakdown, interruption or errors caused to your computer, mobile device or equipment as a result of using Internet Banking;

- the failure of Internet Banking to perform in whole or in part any function that it has been specified that it will perform; or
- any loss resulting from, or caused by, or attributable to, third parties.

### **Where liability arises**

You are liable for all losses that occur before you notify us that a Password has been misused, lost, stolen or otherwise compromised if any of the following apply and have contributed to the loss:

- you voluntarily disclose an Internet Banking Password to another person;
- you keep a record of a Password without making a reasonable attempt to protect it;
- you change a Password to one which represents your date of birth or a recognisable part of your name;
- you act with extreme carelessness in failing to protect the security of a Password;
- you unreasonably delay informing the LLL of any unauthorised use or the compromise of a Password.

We are liable to correct any errors or discrepancies attributable to us, our employees or agents.

## **LLL's responsibilities and obligations**

### **Accuracy of information**

The LLL will endeavour to take all reasonable steps to ensure the information provided by the LLL is free from error but does not warrant that the information will be error free. The LLL will not be liable for any displayed information being incorrect.

## **Complaints**

We accept that sometimes things can go wrong, and when this happens we're determined to make them right again.

Most problems can be resolved quickly and simply by contacting us (see 'How to contact us' below).

Our staff will, wherever possible, take immediate steps to resolve your complaint.

Our Complaints Policy is available on our website and provides information about how you can make a complaint about us or any of our products and how we will handle and respond to a complaint. A copy of our Complaints Policy is also available on request.

We will provide you with a written response to your complaint within 30 days of receiving it except where:

- Within 5 business days of receiving your response we have resolved it to your satisfaction (unless you request a written response) or, if we can take no further action to reasonably address it, we've given you an explanation and/or apology; or
- There's no reasonable opportunity for us to provide the response within 30 days because resolution of your complaint is particularly complex and/or circumstances beyond our control are causing complaint management delays, in which case we will notify you with 30 days about the reasons for the delay and of your right to complain to the Australian Financial Complaints Authority (AFCA).

If you are not satisfied with the outcome or your complaint or of the way we have handled your complaint you can lodge a complaint with the Australian Financial Complaints Authority (AFCA):

**Website:** [www.afca.org.au](http://www.afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Phone:** 1800 931 678

**Mail:** AFCA, GPO Box 3,  
Melbourne VIC 3001

## Governing Law

The law applicable in the State of South Australia governs these Terms and Conditions, including the transactions contemplated by these Terms and Conditions.

## Inconsistencies

A clause in these Terms and Conditions does not apply to the extent that it is inconsistent with or contrary to any applicable law. If those laws would make a clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws, the clause is to be read as if it were varied to the extent necessary to comply with those laws or, if necessary, omitted.

## How to contact us

**Website:** [www.lll.org.au](http://www.lll.org.au)

**Telephone:** 1800 556 457

**Email:** [lll@lll.org.au](mailto:lll@lll.org.au)

**Mail:** PO Box 45, North Adelaide  
SA 5006

**Office:** 175 Archer St, North  
Adelaide SA 5006

**Business Hours:** Mon to Fri  
9:00am to 4:30pm (South  
Australia time)



Finance  
with a  
mission

LLL Australia  
175 Archer Street  
PO Box 45  
North Adelaide  
South Australia 5006

Toll Free 1800 556 457  
Tel 08 8360 7200

[lll@lll.org.au](mailto:lll@lll.org.au)  
[www.lll.org.au](http://www.lll.org.au)

ABN 25 044 678 441  
AFSL 329339