



# HOME LOAN SUPPLEMENTARY TERMS AND CONDITIONS

October 2021

This document must be read in conjunction with the Lending and Deposits Guide to Fees and Charges, the Loan Schedule, the Home Loan General Conditions and Virgin Money Hub Terms and Conditions (if applicable). Together they form your terms and conditions for these products.

Important Information: Bank of Queensland Limited ABN 32 009 656 740 Australian Credit Licence No. 244616 ('BOQ') is the credit provider and issuer of the Accounts. Virgin Money (Australia) Pty Limited ABN 75 103 478 897 ("Virgin Money Australia") promotes and distributes the home loans as an authorised credit representative of BOQ. Virgin Money (Australia) Pty Limited is a wholly-owned but non-guaranteed subsidiary of BOQ.

# CONTENTS

<b>1. INTRODUCTION</b>	<b>5</b>	<b>5. GENERAL TERMS AND CONDITIONS</b>	<b>13</b>
1.1 Welcome to Virgin Money	5	5.1 Changes to terms and conditions of Account and Payment Services	13
1.2 How does this document affect you?	5	5.2 If you get into financial difficulty	14
1.3 Need to know more?	5	5.3 Maintaining security	14
1.4 When do these conditions apply?	5	5.4 Covering us for loss	14
<b>2. ACCOUNTS</b>	<b>5</b>	5.5 Customer integrity	14
2.1 Opening an Account	5	5.6 How we may exercise our rights	14
2.2 Allowing others to use your Account	6		
2.3 Operating your Account	6	<b>6. GENERAL INFORMATION</b>	<b>14</b>
2.4 Interest	7	6.1 Code of Banking Practice	14
2.5 Stopping a payment	7	6.2 ePayments Code	14
2.6 When we can operate on your Account	7	6.3 Anti-money laundering	14
2.7 Our right to combine Accounts	7	6.4 If you have a problem or dispute	15
2.8 Closing Accounts	7	6.5 Changing your details	15
<b>3. PAYMENT SERVICES</b>	<b>8</b>	6.6 Contacting you	15
3.1 Payment Services	8	6.7 Privacy and confidentiality	15
3.2 Virgin Money Customer Care Team	8	6.8 The relationship between banker and customer	15
3.3 Direct Credits	8		
3.4 Telegraph Transfers	8	<b>7. DEFINITIONS</b>	<b>16</b>
3.5 Fees and charges	8		
<b>4. INFORMATION ABOUT ELECTRONIC ACCESS METHODS</b>	<b>9</b>		
4.1 Terms and conditions of Electronic Access Methods	9		
4.2 Some rules about Electronic Access Methods	9		
4.3 Protecting your Codes	10		
4.4 What to do if you think that your security has been compromised	11		
4.5 Your liability for Authorised Transactions	11		
4.6 Liability for Unauthorised Transactions	11		
4.7 Limitation on our liability	13		

# 1. INTRODUCTION

## 1.1 Welcome to Virgin Money

The terms that govern the way you deal with us are set out in these Home Loan Supplementary Terms and

Conditions, Virgin Money's Lending and Deposits Guide to Fees and Charges, the Virgin Money Hub Terms and Conditions (if applicable) and Virgin Money's Loan Schedule and Home Loan General Conditions that apply to your loan.

We encourage you to take time to read these Terms and Conditions and the other material provided to you. It has been produced to help you choose the right Account and Payment Services for your needs. Please contact us if you want more information regarding the Account and Payment Services we offer.

Words that are printed Capitalised have a special meaning which is explained in the 'Meaning of Words' section at the end of this document.

## 1.2 How does this document affect you?

You receive and agree to these terms and conditions as agent for anyone operating on your Account.

You must pass on these terms and conditions to each of those persons.

## 1.3 Need to know more?

You can contact us at any time if you would like any further information, or a copy of Virgin Money's current Lending and Deposits Guide to Fees and Charges, the Virgin Money Hub Terms and Conditions (if applicable) or information on our current interest rates by:

- calling the Customer Care Team on **13 81 51**;
- visiting [virginmoney.com.au](http://virginmoney.com.au);
- sending a secure message via the Hub (online portal);
- emailing us via the 'contact us' page at [virginmoney.com.au](http://virginmoney.com.au);
- writing to us at GPO Box 898, Brisbane QLD 4001.

## 1.4 When do these conditions apply?

These Home Loan Supplementary Terms and Conditions and the other terms and conditions mentioned in Section 1.1 only apply in respect of Virgin Money Home Loans. If you have a Virgin Money Credit Card, please note that we are not the credit provider nor do we guarantee the credit provider's obligations under Virgin Money Credit Cards.

You should call 13 37 39 to obtain further details about the terms and conditions applying to your Virgin Money Credit Card.

# 2. ACCOUNTS

## 2.1 Opening an Account

### (a) What we need from you

- You can apply for an Account by signing an application form which authorises us to open the Account if approved. We will also need to know:
  - your name, date of birth, address and occupation; details of the name of the account;
  - whether the account will be held in trust;
  - details of all signatories to the account;
  - any other name by which you or any signatories may be known (such as a maiden name); and
  - sufficient information to enable us to assess your ability to repay the facility.

### (b) New customers

If you are not already our customer, please contact the Customer Care Team on **13 81 51** to determine what identification is required to open your Account.

Generally you can satisfy our identification requirements by providing the following:

- (I) A current Australian driver's licence; and
- (ii) A valid Australian passport.

### (c) Joint Accounts

You can open a joint Account with other people.

If your Account is a joint Account you receive and agree to these terms and conditions

as agent for all other Account holders, and anyone operating on the Account. You must pass on these terms and conditions to each of those persons.

You and the other joint holders must advise us how the Account is to be operated. If you want to change the way the Account is operated, you must notify us in writing.

You (or any other joint holder) can tell us in writing that the Account requires the signatures of all joint holders. If you do, we will dishonour a redraw that is not authorised by all joint holders.

Before you open a joint Account, you should understand that:

- each of you is liable for the debts on the Account;
- if any joint holder dies, we can treat the credit balance in the Account as owing to the rest of you.

## 2.2 Allowing others to use your Account

### (a) General

If you tell us in writing, we will allow another person to use your Account. You are liable for all debts incurred by that person using your Account. Those debts include any overdrawn amounts and interest on those amounts (as applicable).

You can allow another person to only deposit to your Account. Deposits can be made to your account through the Hub or by direct credit.

### (b) What can an authorised person do?

If you authorise another person to use your Account, that person can do most things that you could do yourself. For example, they can:

- order additional statements;
- get any information from us about your Account;
- sign guarantees, indemnities or any other documents to protect us in relation to missing documents, or any guarantees or undertakings given by us for you;
- use any documents or property that we hold in your name and tell us how to deal with them (including securities, debentures and safe custody packets); and

- give us valid receipts on your behalf.

The authorised person will not be able to:

- open new Accounts in your name;
- alter your details;
- change your statement preferences
- authorise any other person to operate on the Account; or
- close the Account.

### (c) Cancelling the authority

You can cancel the authority at any time. We will act on this request as soon as we are notified of the cancellation. You will, however, be liable for:

- any transactions made prior to the authority being cancelled, regardless of when the transactions are debited to the Account; and
- any future dated payments or authorities established by the person you authorised prior to the cancellation of the authority.

We can also cancel the person's authority to operate the Account.

## 2.3 Operating your Account

### (a) Account information

You can get Account information in a number of ways, including over the phone or by logging into the Hub. Accessing this information can incur a fee, depending on the type of service you choose and the frequency of your request (refer to Virgin Money's Lending and Deposits Guide to Fees and Charges).

## HOW TO OBTAIN INFORMATION ON YOUR ACCOUNT TRANSACTIONS

Type of information	Description	Fee applicable	Transactions available
Regular Account statement	The statement that we regularly send to you.	No	All transactions since your last mailed statement.
Additional copies of your regular Account statement (duplicate statement)	If you want extra copies of your regular Account statement sent to you or another person, you will need to tell us. We will commence mailing an additional statement as requested by you from the next regular statement date following your advice to us.	Yes	All transactions contained on your regular Account statement.
Repeat statement	If you need an extra copy of a statement that has already been issued to you, you can order a repeat statement from the Customer Care Team on <b>13 81 51</b> .	Yes	All transactions contained on your regular Account statement.
Transaction History Enquiry The Hub	A list of transactions which you can view or print from our website.	No	Details of your transactions for up to 6 months.
Direct Entry History Report	A list of Direct Credit/Debit transactions, Authority Payments and Pay Anyone transactions.	No	Details of Direct Entry transactions for the past 13 months.
Adhoc Account Statement The Hub	The statement that you request to be mailed to you (and any other person who normally receives this statement from the Hub).	No	All the transactions since your last mailed statement.

We will give you a statement for your Account(s) at least every 6 months.

The statement shows the transactions that have been made on your Account since your last statement. Some transactions may not appear on the statement you receive in the mail, because those transactions have been credited or debited to your Account after your statement was produced.

Your statement contains important information about your Account. You should note that:

- entries on your statement should be checked carefully. If you believe any entries or transactions are incorrect or not authorised by you, you should contact us as soon as possible.
- you should keep receipts of all of your transactions, so that you can check these

receipts against your statement. Receipts will be available for each transaction you conduct through the Hub.

For terms and conditions applying to The Hub, refer to our Virgin Money Hub Terms and Conditions.

Details of fees payable are set out in Virgin Money's Lending and Deposits Guide to Fees and Charges. Details of current standard fees and charges is also available on request.

You can obtain a balance on your Account by logging in to the Hub or calling the Customer Care Team on **13 81 51**.

(b) Making deposits to your Account

You can make deposits to your Account through the Hub or through direct credits or periodical payments.

(c) Making withdrawals from your Account

You must not redraw more than the funds available for redraw in your Account.

Information on the Payment Services available for your Account is set out in Chapter 3.

## 2.4 Interest

The interest rate that is applicable to your Account is set out in your Loan Agreement. The way in which your debit interest is calculated and debited to your Account is also set out in your Loan Agreement.

## 2.5 Stopping a payment

Details on how to stop various types of payments are set out in Chapter 3.

## 2.6 When we can operate on your Account

In certain circumstances, we can operate on your Account to make drawings on your Account to pay ourselves interest, fees and charges where you owe them to us. We can also correct mistakes on your Account without any prior notice to you.

We can determine the order of priority of payments from the funds in your Account.

## 2.7 Our right to combine Accounts

We can combine the balances of two or more of your Virgin Money® branded accounts, even if the accounts are held in joint names, except

where an amount you owe us is in genuine dispute. However, this would not happen where, for example

- we know the accounts are not held by you in the same capacity (eg where you have a personal account and also an account as trustee for a child);
- we have specifically agreed to keep your accounts separate; or
- we are bound by a Code of Conduct not to do so (such as the Code of Operation for Centrelink Direct Credit Payments).

We will tell you if we have combined any of your accounts. We do not have to notify you before we exercise our right of combination.

## 2.8 Closing Accounts

If you ask us to, we will usually close an Account that is in credit.

We can close an Account that is in credit by giving you reasonable notice. If we do, we will pay you the credit balance after allowing for accrued interest, fees and charges.

If we close an Account, we may charge you an amount that is a reasonable estimate of our costs of closure.

(a) How we calculate your closing balance if your Account is in credit

The credit balance of your Account is calculated as the current balance plus any deposit interest, less any accrued Account fees, credit interest and government charges applicable up to the closing date. Any monthly or quarterly fees will apply even though the Account has been open for only part of the month or quarter.

(b) How we calculate your closing balance if there are uncleared funds or your Account is in debit

If there are any uncleared funds in your Account at the time you ask us to close it, we are unable to pay those funds to you until they are cleared. If your Account has a debit balance, you must pay to us the balance plus any accrued debit interest, any early repayment fees, Account fees including monthly or quarterly fees, any other fees and any government charges less any credit interest applicable up to the closing date.

### 3. PAYMENT SERVICES

#### 3.1 Payment Services

Payment Services are available on many of our products. These terms and conditions deal only with Payment Services through the Hub as they apply to Accounts described in these terms and conditions.

The following Payment Services are available:

HUB	REWARD ME HOME LOAN - VARIABLE	REWARD ME HOME LOAN - FIXED
Enquiries (including balances)	✓	✓
Transfers	✓	✗
BPAY	✗	✗
Pay Anyone	✓	✗
Transaction History	✓	✓
View Statement	✓	✓
Request Statement	✓	✓
Redraw	✓	✗
Direct credits (deposits) permitted	✓	✓

For terms and conditions applying to the Hub, refer to the *Virgin Money Hub Terms and Conditions*.

#### Related Account Users

In this chapter, a reference to "you" includes all Related Account Users using your Account where the context allows, unless stated otherwise, and "your" has a corresponding meaning.

#### 3.2 Virgin Money Customer Care Team Through the Customer Care Team you can:

- check Account balances;
- get details of recent transactions;
- order a statement;
- ask for information about our products;
- sign up for the Hub;
- turn off paper statements.

#### 3.3 Direct credits

##### (a) Features and benefits

You can authorise any person (e.g. your employer) to electronically credit funds to your Account. See section 3.1 for Accounts which can receive direct credits. You will need to enter into formal arrangements with the person who will be crediting your Account.

##### (b) Some rules about direct credits

To institute a direct credit arrangement, you will need to give your personal details, such as your Account number, to the person who will be crediting your Account.

If you wish to stop the direct credit arrangement you will need to instruct the person who will be crediting your Account directly. We are unable to stop direct credits from being deposited to your Account.

If you close your Account, and do not notify the person who will be crediting your Account of your new account details, any funds credited to your old Account will automatically be sent back to the person crediting your Account.

It is the responsibility of the account holder to provide the correct account details to third parties who are making direct credits. We are unable to take action to recover any deposit of funds that are sent to an incorrect account.

#### 3.4 Telegraphic transfers

##### (a) Features and benefits

We can transfer funds electronically to other banks within Australia. We will send the transfers to the payee's bank through other Australian financial institutions.

##### (b) Risks

We cannot guarantee when delivery of funds made by telegraphic transfer will arrive. If a payment is required to be made by a certain time, you must ensure that it is received by that time, even if you have instructed us to make payment by telegraphic transfer and we have not done so, or it has not arrived on time.

We do not accept liability if a telegraphic transfer is not made, is late, or we fail to follow your instructions.

If we do not make the payment, you are still responsible for making that payment.

A transaction confirmation/electronic receipt of transfer will be made available electronically following your transaction. At your request, we can provide a paper statement or copy of the transaction details

### 3.5 Fees and charges

You can find details of fees and charges applicable to particular Payment Services in Virgin Money's *Lending and Deposits Guide to Fees and Charges*. Details of current standard fees and charges is also available on request.

## 4. INFORMATION ABOUT ELECTRONIC ACCESS METHODS

### 4.1 Terms and conditions of Electronic Access Methods

You are bound by the terms and conditions relating to the use of an Electronic Access Method when you first use it, and each subsequent use of the Electronic Access Method constitutes acceptance of the terms and conditions then in force.

For full Terms and Conditions relating to Electronic access to your accounts please refer to the Virgin Money Hub Terms and Conditions.

The Virgin Money Hub Terms and Conditions are available upon your request form by contacting the Customer Care Team on **13 81 51** who can mail you a paper copy or email you a soft-copy.

In this chapter, a reference to "you" includes all Related Account Users accessing your Account where the context allows, unless stated otherwise, and "your" has a corresponding meaning.

### 4.2 Some rules about Electronic Access Methods

#### (a) When these rules apply

These rules apply when you or a Related Account User use an Identifier or Code to access your Accounts. Examples of Electronic Access Methods are using your Customer Access Number and your Personal Access Code to login to the Hub.

#### (b) Access to Nominated Accounts

Unless you or a Related Account User have notified us that the components of an Electronic Access Method have been misused, lost or stolen or the security of one of your Codes has been breached, you agree that we are entitled to allow operations on your Nominated Accounts where the correct Identifiers and Codes have been provided.

You, the Account holder, acknowledge and accept that we cannot verify by way of signature comparison whether the person accessing your Nominated Accounts using the Codes is you or a Related Account User.

#### (c) Nominating Accounts for Electronic Transactions

You, the Account holder, must specify Nominated Accounts at the time you apply for the Electronic Access Method. You can nominate different accounts for different Electronic Access Methods but you must nominate at least one account for each access method. You, the Account holder, can make a written application to us to alter the Nominated Accounts at any time. The alteration will be effective on our approval of the request. We will provide written confirmation to you when any alteration is made to the Nominated Accounts. If you notify us in writing of deletion of an account from your list of Nominated Accounts, we will no longer be entitled to debit or credit that Nominated Account using an Electronic Access Method.

You can only perform transactions on an account that has been nominated for access using the particular Electronic Access Method.

Subject to approval, transfers can also be made from Accounts which have the Hub or redraw access. Transfers cannot be made from Third Party Accounts, however you may transfer funds from Third Party Accounts through direct credits.

Third Party Accounts cannot be registered as Nominated Accounts for the Hub.

#### (d) You should check your instructions

As transaction requests conducted through the Hub and the Customer Care Team (as applicable) will be made as per your

instructions, you must ensure that you provide the correct details. Once you provide final payment instructions to us they cannot be stopped.

We are not required to, and do not, check that the BSB number or account number correspond with the financial institution and account name of the payee provided by you. It is your responsibility to ensure these details are correct. Any error in these details may result in a transfer being made to an incorrect payee or the transfer not being made at all. We are not responsible for any inaccuracy in instructions given by you.

Your instruction will not be processed if:

- all necessary information is not provided;
- there are insufficient available funds in the Account from which the funds are to be transferred;
- the amount of the transfer means that the relevant daily transaction limit will be exceeded for that day;
- the amount of the transfer is less than the minimum deposit requirements of the Account type to which the funds are to be transferred;
- the amount of the transfer or the Hub redraw is less than the minimum withdrawal requirements of the Account type from which the funds are to be transferred;
- there is a restriction recorded against the Account from which the funds are to be transferred which prevents the funds transfer; or
- we are restricted or prohibited by law, regulation, the requirement of a government or similar authority (including Reserve Bank of Australia) or industry code from permitting the transfer to occur.

Valid instructions or transactions cannot be stopped or countermanded by you after they have been initiated through an Electronic

#### **Access Method.**

If we have processed your instructions and then we are notified by the receiving financial institution that the funds cannot be deposited into the account you have nominated, we will

return the funds to the Account from which the funds were transferred.

If we make a transfer to a person which is not in accordance with your instructions or which exceeds the amount requested in your instructions, we will credit your Account with the amount of that transfer or the difference between the amount transferred and your instructions.

To help ensure that you know when or if your instructions have been successfully completed, you should:

- ensure that you have received a receipt number and the time and date of the transaction; and
- confirm with the payee that your transfer has been received.

#### **(e) Fees and charges**

Fees and charges for conducting transactions using Electronic Access Methods are contained in Virgin Money's *Lending and Deposits Guide to Fees and Charges*. Details of current standard fees and charges is also available on request.

You, the Account holder, agree to pay all fees, government charges, taxes and duties that can be imposed in respect of use of the Electronic Access Method.

We will debit all fees and charges for all Electronic Access Methods (if any) to the Account from which the transfer is made. The fees are charged to the Account on the last day of each month.

You, the Account holder, are responsible for any telecommunication charges and Internet Service Provider charges to enable you to access an Electronic Access Method.

#### **(f) Availability of the Electronic Access Method**

We will use reasonable efforts to ensure that you and any Related Account Users can access Nominated Accounts 24 hours a day through the Hub, other than during scheduled maintenance and downtime, which we will aim to conduct outside of normal business hours.

We will maintain electronic access to Nominated Accounts unless:

- our Electronic Equipment malfunctions or is unavailable;
- at least one of your Accounts is overdrawn or will become overdrawn without prior arrangement, or is otherwise considered out of order by us;
- we believe that access to the Electronic Access Method may cause loss to you or to us;
- we believe that the security of the Electronic Access Method or our systems has been compromised;
- access is unavailable due to electrical short circuit, power failure, telecommunications failure or fault, industrial dispute, act of God or other causes beyond our control; or
- access is unavailable due to emergency or unscheduled maintenance.

We can, at any time, change:

- the types of Accounts that can be operated using an Electronic Access Method;
- without notice to you, the types of transactions you can perform using an Electronic Access Method;
- the types of Electronic Equipment that can be used to provide access; and
- the hours during which an Electronic Access Method or any part of it is available to you.

If, due to a service fault, you do not receive confirmation that the service has received your instructions, you must notify us by calling the Customer Care team on **13 81 51** (refer to [virginmoney.com.au](http://virginmoney.com.au) for hours of service).

#### (g) Warranties

We do not warrant:

- that the Electronic Access Method will be available at all times, will be uninterrupted or error-free; or
- the quality, accuracy or fitness for any particular purpose of the Electronic Access Method.

#### (h) Protecting your Electronic Access Methods

The security of a Code such as your Personal Access Code is important as anyone who has it may be able to make transactions on Nominated Accounts. You must make every effort to ensure that your Code(s) are not misused, lost or stolen.

#### **4.3 Protecting your Codes**

##### (a) To protect your Codes, you should:

- memorise them;
- destroy our letter telling you your Code;
- not keep a record of your Codes, or if you do make sure it is disguised;
- not keep a record of your Codes together or with any Identifier which can be used to access an Electronic Access Method;
- not keep a record of your Personal Access Code together with your Customer Access Number, or if you do, make sure they are reasonably disguised;
- not select a Code that is the same as, or similar to, any other Code you have for any account or access method you have with us;
- if you select your own Code, not select a number or word that can easily be associated with you, such as your date of birth, an alphabetical code which is a recognizable part of your name, or your marriage date, telephone number, bank account number, driver's licence number and so on;
- make sure that nobody watches you or hears you when you are entering or using your Codes at Electronic Equipment;
- make sure that you do not leave anything behind when you complete a transaction;
- check your Nominated Account statements regularly and report any Unauthorised Transactions promptly; and
- change your Codes regularly.

These are only guidelines to help ensure the security of your Codes. Your liability for losses resulting from Unauthorised Transactions is determined under the relevant provisions of the ePayments Code.

#### **4.4 What to do if you think that your security has been compromised**

##### **(a) Tell us immediately**

You must immediately notify us if a record of a Code is lost or stolen or you suspect that Unauthorised Transactions have been made on your Nominated Account.

The best way to make a report is to call the Customer Care Team on **13 81 51** (refer to [virginmoney.com.au](http://virginmoney.com.au) for hours of service).

Where our telephone reporting service is unavailable, you should report the loss, theft or misuse by contacting us through our secure messaging facility within the Hub.

You will need to give us all relevant information so that we can suspend access to your accounts using that Electronic Access Method. You must confirm in writing any notice given to us by telephone, which will help us to effectively deal with the report. However, a failure to do so will not affect your liability for Unauthorised Transactions.

We will give you an acknowledgment (which may include a notification number) that you should retain as evidence of the date and time of the report. We will be liable for all losses that result from Unauthorised Transactions occurring after you tell us that the Electronic Access Method has been misused, lost or stolen.

If you unreasonably delay in notifying us of the misuse, loss or theft, you may be liable for all of the actual losses that occur between when you became aware of (or should reasonably have become aware of) the misuse, loss or theft and when you actually notified us.

If you are unable to make a report to us because our facilities are unavailable, you are not liable for any Unauthorised Transaction that could have been avoided if you were able to tell us. However, you must tell us of the misuse, loss or theft within a reasonable time after our facilities become available again.

##### **(b) Change your Codes**

If you notify us of a breach of security of a Code you must not continue to use that Code and must change, or arrange for us to

change, that Code as soon as possible to prevent possible loss of funds. You can do this by logging in to the Hub and changing your Personal Access Code;

##### **(c) Terminate your access**

We can terminate your access to an Electronic Access Method or cancel a Code without notice if there has been a misuse or suspected misuse of the Code or use of the Electronic Access Method in breach of these terms and conditions.

#### **4.5 Your liability for authorised transactions**

You, the Account holder, will be liable for losses resulting from transactions that are carried out by another person with your knowledge and consent.

The liability for losses resulting from unauthorised transactions will be determined by the ePayments Code.

#### **4.6 Liability for Unauthorised Transactions**

##### **(a) When you are not liable**

You, the Account holder, will not be liable for losses that you incur or suffer that:

- are caused by the fraudulent or negligent conduct of our staff or agents or companies involved in networking arrangements or a merchant or their employee or agents;
- relate to any forged, faulty, expired or cancelled component or part of an Electronic Access Method;
- arise before you or a Related Account User receive or select a Code, including a reissued Code;
- result from the same Electronic Transaction being incorrectly debited more than once to the same Nominated Account;
- are incurred on any one day that exceeds any applicable daily transaction limit.
- result from an Unauthorised Transaction that occurs after you have notified us that the security of any Code has been breached;
- result from an Unauthorised Transaction if it is clear that you and any Related Account Users have not contributed to the losses; or

- result from an Unauthorised Transaction that can be made using an identifier without a Code.

(b) When you have limited liability

If a Code was required to perform the transaction and it is not clear whether you or a Related Account User contributed to the loss caused by an Unauthorised Transaction, the amount of your liability will be limited to the lesser of:

- \$150; or
- the balance of the Nominated Account(s) (including any pre-arranged credit) from which value was transferred in the Unauthorised Transaction; or
- the actual loss at the time we are notified of the misuse, loss or theft of the Codes becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).

(c) When you are liable

If we can prove on the balance of probability that you or a Related Account User contributed to the loss arising from the Unauthorised Transaction:

- through fraud;
- by voluntarily disclosing any of the Codes to anyone including a family member or friend;
- by keeping a record of the Codes on any articles without making a reasonable attempt to disguise them in a way that they could be lost or stolen together;
- incurred due to your failure to protect a Code for one or more (but not all) of the required Codes. However, you will only be liable if we can prove that on the balance of probability that your failure to protect the Code was more than 50% responsible for the losses, when assessed together with all the contributing causes;
- by selecting a Code which represents your or Related Account User's birth date, or an alphabetical code which is a recognizable part of your or their name, after we have asked that person not to select such a Code

and explained the consequences of doing so; or

- by otherwise acting with extreme carelessness in failing to protect the Codes, you, the Account holder, will be liable for the actual losses that result from any Unauthorised Transaction which occur before we are notified of the breach of the Electronic Access Method, except for:
  - that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the Nominated Account(s) or the relevant Electronic Access Method;
  - that portion of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
  - that portion of losses incurred on any Nominated Account which exceeds the balance of that Nominated Account (including any pre-arranged credit); and
  - losses incurred on any accounts which you and we had agreed could not be accessed using the relevant Electronic Access Method.

(d) Liability for unreasonably delaying notification

If we can prove that you contributed to a loss caused by an Unauthorised Transaction by unreasonably delaying notification of a breach of the security of your or a related Account User's Code, you, the Account holder, will be liable for the actual losses which occur between the time when you or a related Account user became aware (or should reasonably have become aware) of the breach and when we were actually notified, except for:

- that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the Nominated Account(s) or the relevant Electronic Access Method;
- that portion of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
- that portion of the losses incurred on any Nominated Account which exceeds the balance of that Nominated Account (including any pre-arranged credit); and

- losses incurred on any Nominated Accounts which you and we had agreed could not be accessed using the relevant Electronic Access Method.
- (e) Liability caused by equipment malfunction

We are responsible to you for any loss caused by a failure of the Electronic Equipment to complete a transaction accepted by that Electronic Equipment in accordance with your or a Related Account User's instructions.

However, if you or a Related Account User were aware, or should have been aware, that the Electronic Equipment was unavailable for use or malfunctioning, our responsibility will be limited to correcting errors in the Nominated Account and refunding any charges or fees imposed as a result.

We will not be responsible if the Electronic Equipment does not accept your or a Related Account User's instructions.

#### **4.7 Limitation on our liability We are not liable for:**

- any loss, expense or damage arising out of the inaccuracy of instructions given by you or a Related Account User to us;
- any losses caused by the failure of our equipment where our system or equipment had not accepted your or a Related Account User's instructions;
- except as provided under the ePayments Code, the unavailability or loss of access to the Electronic Access Method under any circumstances.

Nor are we liable for the refusal of any Merchant to accept an Electronic Transaction and, to the extent permitted by law, are not responsible for the goods and services supplied by a Merchant. Any complaints concerning the purchase of goods and services must first be directed to the Merchant.

Subject to any warranties implied by law that cannot be excluded (for example, the statutory warranties that services will be rendered with due care and skill and will be fit for their purpose) and except as provided under the ePayments Code, we will not be liable to you for any loss, expense or damage, including

lost time, money, goodwill and profits, damage to or loss of data, which may arise from the use, operation, maintenance or failed use of the Electronic Access Method or which may arise from delays, defects, errors, omissions or interruptions in the Electronic Access Method.

## **5. GENERAL TERMS AND CONDITIONS**

### **5.1 Changes to terms and conditions of Account and Payment Services**

We can change the terms and conditions that apply to your Account, the way you access your Account, or any other Account and Payment Services we provide. We can also add new products or stop existing products at any time.

Subject to clause 31 of Part A of Virgin Money's *Home Loan General Conditions* (if relevant), we can change, among other things, interest rates, fees and charges, and the way we calculate interest or repayments. We can add new fees and charges at any time.

If we have notified you that the interest rate on your Account will be fixed for a particular period, we will not change the rate during that period.

We will tell you of changes to these terms and conditions in accordance with the law and any code to which we subscribe.

We will let you know of changes in writing if we:

- introduce a new fee or charge;
- increase fees relating solely to your use of an access method, or to issue you with an additional or replacement access method;
- change the way interest is calculated, charged, or paid to your Account;
- vary the minimum balance to which an account keeping fee applies;
- vary the balance ranges to which an interest rate applies;
- increase your liability for losses relating to Electronic Transactions; or

- impose, remove or adjust transaction limits which apply to the use of an access method, an Account or Electronic Equipment.

Other changes may also occur, such as:

- changes in government fees or charges; or
- variations in existing fees, repayment amounts or interest rates.

Generally, we will tell you about changes as soon as reasonably possible (which may be after the change is made) or, where the change is unfavourable to you, by providing you with 30 days' notice. However, if we change an interest rate, we will tell you no later than the date of the change, unless we are not able to because the interest rate is calculated according to a money market or some other external interest rate, or a rate otherwise designated as a variable rate. Where there is a change to, or introduction of a government fee or charge, reasonably promptly after the government notifies (however, we do not have to tell you if the government publicises the change to or introduction of the fee or charge). We may also give you a shorter notice period (or no notice) of an unfavourable change if it is reasonable for us to manage a material and immediate risk.

We will notify you of these changes or any other change to the Account and Payment Services we provide to you by writing to you, placing a notice in a major daily newspaper, placing a notice on or with statements of Account or other material we send to you or where permitted by placing information on the Hub login page (where the change relates to the Hub).

If we are required to notify you in writing of any changes, we will send the notice to the last mailing address recorded by us. We may not be able to notify you in writing through mail where you cannot reasonably be located.

For joint Accounts, we will only send one notice to the last mailing address unless the law requires otherwise.

If you have agreed to us doing so, we can notify you of any changes by email, or by posting the information on our website. If the information is posted on [virginmoney.com.au](http://virginmoney.com.au),

we will tell you promptly of that fact by sending a message to your email address.

If you have agreed to us contacting you in this way, you can revoke your agreement at any time by advising us that you no longer wish to be contacted electronically. You can also update your email address as set out in section 6.5. If you elect to receive notices by email, you cannot receive paper copies of those notices from us.

If you do not check your email regularly or your email spam filter settings prevent our email notices from being delivered to your inbox, you might not be aware of a change to your Account until after the change has become effective.

A paper copy of any updated information will be given to you without charge on request. We may also issue an addendum with new information. The current terms and conditions and any addenda will be available in paper form by contacting the Customer Care Team on **13 81 51** who can email you a paper copy or email you a soft copy on request. We may also make them available for download at [virginmoney.com.au](http://virginmoney.com.au)

If there are enough changes to these terms and conditions to warrant doing so, we will consolidate them in a single publication.

## **5.2 If you get into financial difficulty**

We strongly advise you to tell us immediately if you are in financial difficulty. We will try to help you, provided that any action we take would be fair and reasonable in the interests of you, our other customers and shareholders.

## **5.3 Maintaining security**

You and anyone acting with your authority must safeguard all mechanisms used to access your Account against loss, theft or misuse, including Codes such as Personal Access Codes.

You must tell us as soon as possible if any payment instrument or Account access mechanism is lost, stolen or misused.

## **5.4 Covering us for loss**

Subject to Part 4, you agree that if we suffer any loss because of:

- the use or misuse of an Account;
- the use or misuse of any payment instrument or Account access mechanism used with your Account; or
- any breach of the terms and conditions in this booklet;

by you or anyone authorised by you to use your Account, you will pay us the amount of that loss on demand, including all legal costs on a full indemnity basis, even after your Account is closed.

## 5.5 Customer integrity

We believe that you will deal with us honestly and in good faith. If we suffer loss because you do not deal with us honestly or in good faith, we will take steps to recover that loss. We must do that in the interests of our other customers and shareholders. In some cases, we will take those steps without notice and in accordance with the law and other industry codes.

## 5.6 How we may exercise our rights

Our rights, remedies and duties under the terms and conditions in these Terms and Conditions may be exercised by any of our directors, any of our employees, representatives (including Virgin Money Australia) or any other related entity we authorise.

# 6. GENERAL INFORMATION

## 6.1 Banking Code of Practice

As part of our commitment to customer service, we have adopted the Banking Code of Practice (BCOP).

This is a self-regulatory code which aims to foster good relations between banks and customers, and to promote good banking practice.

The BCOP applies to Account and Payment Services provided to customers who are "individuals" or "small businesses" as defined in it.

We will comply with the BCOP, where it applies to the Account and Payment Services we provide to you.

## 6.2 ePayments Code

We will comply with the ePayments Code which regulates consumer electronic payment

transactions, including ATM, EFTPOS and credit card transactions, online payments, internet and mobile banking, and BPAY (as applicable).

## 6.3 Anti-money laundering

We can delay, block or refuse to make a payment if we believe on reasonable grounds that making a payment may breach any law in Australia or any other country, and we will incur no liability to you if we do so.

You must provide all information to us which we reasonably require to comply with any laws in Australia or any other country. We can disclose information which you provide to us where required by any laws in Australia or any other country.

Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement.

You declare and undertake to us that the payment of money in accordance with your instructions by us will not breach any laws in Australia or any other country.

## 6.4 If you have a problem, complaint or dispute

### (a) Our Service Commitment

At Virgin Money we are committed to providing our customers with innovative banking solutions and the best customer service experience.

Resolution of problems is a priority for us. If at any time our service does not meet your expectations we would like you to let us know.

### (b) How to contact us

If you have a complaint, there are a number of ways to contact us:

- Call us on **13 81 51**
- Email us at [service@virginmoney.com.au](mailto:service@virginmoney.com.au)
- Contact our Virgin Money Customer Relations Department via:  
Email: [customer.relations@virginmoney.com.au](mailto:customer.relations@virginmoney.com.au)

**Call: 1800 574 766**

Write to:

Virgin Money Customer Relations

Reply Paid 2258

Brisbane QLD 4001

(c) How will your complaint be handled?

If we cannot solve your problem on the spot, we will let you know who is handling your complaint and how long it is likely to take for it to be resolved.

For further information about how we handle complaints, ask our friendly staff for a copy of our Complaint Guide or alternatively download a copy available on our website.

Please note we comply with the ePayments Code complaint investigation and resolution procedures in connection with Electronic Transactions to which the ePayments Code applies.

(d) What to do if you feel your complaint has not been resolved

If you're unhappy with our response you can approach the Australian Financial Complaints Authority (AFCA). AFCA provides a free and independent complaint resolution service for financial services. To contact them you can:

Call: **1800 931 678**

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

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

Write to: GPO Box 3, Melbourne VIC 3001

The Australian Securities and Investments Commission (ASIC) has an information line: **1300 300 630**. You can use this number to make a complaint and obtain further information about your rights.

## 6.5 Changing your details

If your address or other details change, you must let us know as soon as possible. You can change many of your details simply by calling the Customer Care Team on **13 81 51** (refer to [virginmoney.com.au](http://virginmoney.com.au) for hours of service).

If you want to change the signatories on your Account, please contact the Customer Care Team who will assist and tell you what you need to do to arrange the change.

## 6.6 Contacting you

From time to time we and/or Virgin Money Australia will contact you or send you information about products and services that we think you might be interested in.

Please tell the Customer Care Team if you do not wish to receive this information.

## 6.7 Privacy and confidentiality

You can ask us and/or Virgin Money Australia for a copy of our respective Privacy Policies at any time.

Our and Virgin Money Australia's Privacy Policies set out how we and Virgin Money Australia deal with any personal information that we hold about you.

The "Privacy Notification and Consent Form" you receive when you open your Account provides you with more information about how we and/or Virgin Money Australia use your personal information.

## 6.8 The relationship between banker and customer

The relationship between a bank and its customer (including the relationship between you and us) has been defined by a number of court cases. Set out below are some of the terms which are implied into any contract between a bank and its customer.

You should be aware that the specific terms and conditions applying to our banking services (as defined in the BCOP) may alter these implied terms, and may add new or additional terms. The terms that apply to your Account with us are set out in this booklet, your Loan Schedule and Virgin Money's *Home Loan General Conditions and Lending and Deposits Guide to Fees and Charges*, or the *Virgin Money Hub Terms and Conditions* (if applicable).

(a) Terms implied into the contract between banker and customer

Following are some of the terms that are implied into the contract between a bank and its customer in addition to those in your contract for your Account, unless the terms and conditions of the particular Account state otherwise:

(i) Our duties:

Opening accounts — we owe a duty of care to you in opening accounts to make proper enquiries to ensure accurate identification of you and verification of account details.

Duty of secrecy — we have a duty of secrecy to you with respect to the transactions which go through your Account. However, this duty is not absolute and is subject to certain qualifications. For example, we may disclose information where you have expressly or impliedly consented or as required by law.

Financial advice — we must exercise care and skill when providing financial advice to you as part of, or incidental to, the banking services we offer.

Safe custody — if we accept your items for safe custody, we owe a duty to return them to you at the end of the safe custody period.

Bankers' opinions or references — we have a duty to exercise reasonable care and skill in providing a reference on your credit worthiness to another bank.

Conform with your mandate — due to the debtor/ creditor nature of your relationship with us, we are bound to conform (in so far as is practicable) strictly with your mandate. Unless otherwise agreed, we are specifically obliged to repay an amount on demand.

Question a valid mandate — while we are subject to the primary duty to repay on demand an amount due to you, this is conditional upon our duty to question a request for payment. We will do this in circumstances which raise a serious or real possibility that fraud is being committed on the Account.

Issuing correct statements — we are under a duty to keep accurate accounts. This duty is subject to our entitlement to reverse errors which you know or should have known existed (although you are not under an express duty to read statements and discover and report forgeries).

Appropriating payments into accounts — we can allocate a payment at our discretion unless you have clearly asked the payment to be used for a special purpose or a particular account.

(ii) Your duties:

Clear instructions — your instructions on payment of funds must be clear.

Minimising the risk of forgery — you must notify us of any forgeries (including unauthorised transactions on your account) known to you. You generally do not have a duty to inspect statements to discover forgeries, although you are generally obliged to read your account statements and notify us of any entries which you believe are unauthorised.

Care of methods of accessing your account — if you access your account electronically, you are likely to have specific obligations relating to the security of any equipment or security codes (such as a Personal Access Code).

## 7. DEFINITIONS

**Account** means the Virgin Money® branded Reward Me Home Loans and any other home loan products that are issued by Bank of Queensland Limited under the Virgin Money® brand from time to time.

**Bank Business Day** is any day on which Bank of Queensland is open for business.

**Account and Payment Services** means those Accounts and Payment Services described in this document.

**BSB** is a code which identifies the bank and branch at which an account is held. BSB stands for Bank/State/ Branch. For example, BSB 122-771 is the BSB relating to the Virgin Money Accounts.

**Code Personal Access Code (PAC) or Password** are interchangeable definitions whether used in this document or in other Bank of Queensland or Virgin

Money Australia terms and conditions, may be required in order to access your Accounts and which is required to be kept secret.

**Either to Operate Account** is a joint Account where each Account holder can transact under the Account independent of the other Account holder(s) and without restriction.

**Electronic Access Method** is a method that you or a Related Account User use to instruct us to debit or credit an Account through Electronic Equipment, and which requires the use of Identifiers and Codes. The Hub is an Electronic Access Method. It does not include a method that requires a voucher, receipt or other document to be signed.

**Electronic Equipment** is an electronic terminal, computer, television, telephone or similar equipment and includes any other authorised electronic terminal or device connected to the Hub from time to time.

**Electronic Transaction** is a transfer of funds initiated by an instruction given through Electronic Equipment using an Electronic Access Method to debit or credit an Account.

**ePayments Code** is the ePayments Code published by the Australian Securities and Investments Commission.

**Identifier** is information that is provided through Electronic Equipment to access your Accounts and which is not required to be kept secret (for example, your Account number or Customer Access Number).

**Hub** is Virgin Money Australia's online account access portal which enables you or a Related Account User, having entered in security details, to effect transactions on your Nominated Accounts using the internet. For terms and conditions relating to the Hub, refer to the *Virgin Money Hub Terms and Conditions*.

**Loan Agreement** is BOQ's contract, as credit provider, with you to lend you the amount of credit as stipulated in that contract with BOQ and comprises Virgin Money's Loan Schedule and *Home Loan General Conditions*.

**Merchant** is a provider of goods or services who allows payment for goods or services to be effected by performing an electronic transaction.

**Nominated Account(s)** is an Account that you have nominated in writing and we have approved for access using an Electronic Access Method, subject to approval limits.

**Payment Service** includes any of the services described in Chapter 3.

**Related Account User** is a person authorised

by you to transact on your account.

**Related Entity** has the meaning given to it in the Corporations Act 2001 (Cth).

**Third Party Account** is any account with us that is not a Nominated Account.

**Unauthorised Transaction** is an Electronic Transaction that was not authorised by you or a Related Account User. It does not include Electronic Transactions carried out by you or by anyone performing the transaction with your or a Related Account User's knowledge and consent.

**Virgin Money®** is a trademark of Virgin Enterprises Limited, a company registered in England, having registration number 01073929 and used by Bank of Queensland Limited under licence.

**Virgin Money Australia** means Virgin Money (Australia) Pty Limited ABN 75 103 478 897 its successors and assigns.

**we, us or our** means Bank of Queensland Limited ABN 32 009 656 740 (Bank of Queensland), its successors and assigns, and any of its officers, agents, staff and authorised representatives acting on its authority.

**you** means the Account holder, and also includes a Related Account User where the context allows.



13 81 51

[virginmoney.com.au](http://virginmoney.com.au)