



# Electronic Banking Terms and Conditions

Loaded Home Loan  
Lite Home Loan

April 2025

# These terms and conditions

These terms and conditions apply to your use of the electronic access methods we make available to you for these types of Virgin Money accounts:

- Loaded Home Loan
- Lite Home Loan.

Other terms and conditions apply if you use the electronic access methods for other types of accounts.

These terms and conditions apply in addition to the account terms and conditions. To the extent of any inconsistency your account terms and conditions prevail.

You accept and agree to these terms and conditions when you use any of the electronic access methods for the first time for one of these accounts, unless you had already accepted or agreed to them before then.

## Some words have special meanings

Some words in these terms and conditions have a special meaning. We've explained these meanings in the 'What the words mean' section at the end of these terms and conditions.

## Fees and charges

The fees and charges that apply to these electronic access methods are described in your account terms and conditions.

**Important!**

It's important that you protect the security of your electronic banking devices and access details.

If you fail to do so, you may increase your liability for losses from unauthorised transactions.

See the 'Keeping your electronic access methods secure' and 'Liability for transactions' sections for more details.

Please report any breaches of security or unauthorised transactions to us as soon as possible.

## Banking Code of Practice

The Banking Code of Practice applies to the electronic access methods covered by these terms and conditions.

## ePayments Code

We'll comply with the ePayments Code. These terms and conditions must be read subject to the ePayments Code.

## Overview of available transaction types

This table shows which types of transactions are available for each type of account. They're available through the Virgin Money app, which is described later in these terms and conditions.

Available types of transactions	Virgin Money account type	
	Loaded Home Loan	Lite Home Loan
Electronic payments into your account	✓	✓
Transfers between accounts	✓	✓
Pay Someone	✓	✓

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# 1. Using electronic banking

## 1.1 Accessing electronic banking

We'll give you the information you need to use the electronic access methods for your account.

## 1.2 Available electronic access methods and transaction types

You can use electronic access methods to view information, make requests or give instructions to us for your account electronically.

The 'Overview of available transaction types' lists the transaction types available using electronic access methods for your account. These may differ depending on your account type and the electronic access method you are using (including the type of device you're using and the version of required software).

## 1.3 Availability and reliability of electronic access methods

We take reasonable steps to ensure that electronic access methods are available and that the information we give you through the Virgin Money app is current and correct.

There may be times when these services are unavailable or the information we provide is inaccurate or incomplete such as:

- during unexpected system outages or malfunctions
- while we're doing system maintenance, or
- if we believe it's necessary to protect the integrity, security, quality, or reliability of our systems.

If this occurs, we'll use reasonable efforts to make you aware of it through our website and social media channels, and will give you advance notice through these channels where reasonably practicable.

Electronic access methods may also be unavailable if we've restricted your access under these terms and conditions or your account terms and conditions.

## 1.4 The Virgin Money app

Our Virgin Money Mobile App Terms of Use apply to your use of the Virgin Money app. You can find a copy in the Virgin Money Mobile app and on our website.

By downloading and using the Virgin Money app you agree to the Virgin Money Mobile App Terms of Use.

It's your responsibility to ensure that you maintain any equipment and download any software needed to use the Virgin Money app. We're not responsible or liable for the security or reliability of any equipment you use to download and use the Virgin Money app.

You must ensure that you are always using the latest version of the Virgin Money app and the operating system for your device. If you haven't updated to the latest version we can restrict your access until you have.

# 2. Electronic payments into your account

This section applies if electronic payments into your account are available for your account.

You can transfer or instruct third parties to transfer or pay an amount to your account through an electronic funds transfer using:

- the BSB and account number for your account, or
- a PayID created for your account.

The timing of when an amount transferred or paid to your account becomes available to you varies depending on:

- when it's made
- who it's being made by, and
- the payment system or channel it's processed through.

## 3. Transfers between accounts

This section applies if transfers between accounts is available from your account.

Transfers allow you to transfer an amount from your account to another account you can access on the Virgin Money app.

You can instruct us to do so using the Virgin Money app by telling us:

- the amount you want to transfer
- the accounts you want to transfer the amount from and to
- a description or reference, and
- any other details we reasonably request.

You must ensure that all the information you give us for a transfer between accounts is complete and correct, because you can't stop, cancel or reverse it once we've processed it. You must also ensure there's enough available funds in the account you're transferring from.

Amounts we transfer between your accounts are available immediately (subject to the relevant account terms and conditions).

## 4. Pay Someone

This section applies if Pay Someone is available for your account.

You can use Pay Someone to electronically pay an amount from your account to an account with a financial institution in Australia.

### 4.1 Information you must give us

You can instruct us to make a Pay Someone payment from your account through the Virgin Money app by telling us:

- the amount you want to pay
- the account you want to pay the amount from
- the BSB and account number, or PayID, for the account you want to make payment to
- a payment description or reference, and
- any other details we reasonably request.

You must ensure that all the information you give us for a Pay Someone payment is complete and correct because you can't cancel or reverse it once we've processed it. You must also ensure there's enough available funds in your account for the payment.

We're not required to process a Pay Someone payment if you don't give us all of the information we request or if any of the information you give us is inaccurate.

We're not liable for any loss you suffer because you gave us incomplete or inaccurate instructions.

### 4.2 Pay Someone descriptions

If you include a payment description or reference with a Pay Someone payment, it mustn't contain, refer to or link to:

- any swearing, profanity or 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 and health information)
- anything which infringes the intellectual property rights of any person, or
- anything which is illegal or seeks to promote illegal activity.

If we believe it's reasonable to do so, we can disclose the information you include in a Pay Someone payment description or reference to:

- law enforcement authorities, or
- if you disclose personal information about another person, to that person.

### 4.3 When Pay Someone payments are processed

When you instruct us to make a Pay Someone payment we debit the amount to your account immediately.

We can choose which payment system or channel to use to process a Pay Someone payment from the available options, unless we tell you we'll process it as a specific type of payment.

If we process a Pay Someone payment as an Osko payment, we'll tell you this when we accept the instruction from you, and we'll usually process your instruction immediately.

For all other Pay Someone payments, we usually process instructions received during business hours on the same day. If you instruct us to make a Pay Someone payment outside business hours or on a day that is not a business day, we may not process it until the next business day.

You can't stop, cancel or reverse a Pay Someone payment once we've processed it and there are no refund or chargeback rights for Pay Someone payments.

### 4.4 When the money is usually available to the recipient

When a Pay Someone payment becomes available to the recipient depends on:

- when we process the payment
- who the payment is being made to, and
- the payment system or channel it's processed through.

Pay Someone payments sent as Osko payments are usually available to the recipient in near real time, 24/7.

Other Pay Someone payments may take up to two business days after we process them to be available to the recipient.

## 5. Confirmation of Payee service

### 5.1 Using the Confirmation of Payee service when making a payment

If you make a payment using a BSB and account number, we may use the Confirmation of Payee service to provide you with a view on the likelihood that the account name you have entered matches the account you are paying to.

If we indicate to you that the Confirmation of Payee service result doesn't match, you should check the account details with the intended recipient before proceeding with the payment.

At all times it remains your responsibility to ensure that the BSB and account number you're using to make a payment are correct irrespective of any Confirmation of Payee service match result we share with you and your liability for payments will not be affected by any Confirmation of Payee match result we share with you.

You mustn't misuse the Confirmation of Payee service or try to use it in breach of these terms and conditions or for any purpose other than confirming the name for the account you intend on making a payment to.

Without limiting any other right we have under these terms and conditions, we may limit or suspend your ability to make payments or use an electronic access method if we reasonably believe you're misusing the Confirmation of Payee service in breach of these terms and conditions.

### 5.2 Sharing your account details through the Confirmation of Payee service

We'll ensure your account details, including your name, are accurately recorded by us (based on the information you have provided to us and any verification we've undertaken) for the use of the Confirmation of Payee service.

You must promptly notify us of any changes to your name and provide us with any evidence of your name change that we reasonably request.

You authorise and consent to:

- us using and disclosing your account details (including your name) with the Confirmation of Payee service;
- payers' financial institutions using and disclosing your account details (including your name) for the purposes of the Confirmation of Payee service and prior to making payments to you; and
- your account details (including your name) being disclosed, stored and used in connection with the Confirmation of Payee service in accordance with the industry rules, regulations and procedures that apply to the Confirmation of Payee service.

## 5.3 Opt-out requests

You may request that we withhold from sharing your account details with the Confirmation of Payee service for an account if there are special circumstances and it's reasonably necessary to withhold your account details to protect your safety or security (opt-out request). We'll only agree to an opt-out request if we agree that special circumstances exist and it's reasonably necessary to protect your safety or security.

If we agree to an opt-out request:

- we may still disclose your account details (including your name) to other financial institutions through the Confirmation of Payee service to facilitate their fraud checking processes (but they'll not share your details with payers);
- we may still disclose your account details (including your name) through the confirmation of payee service for them to be shared with some government agencies to confirm your identity in relation to payments they are making to you; and
- you can request to opt your account back in to sharing your account details with the Confirmation of Payee service at any time.

# 6. Transaction processing, limits, records and disputes

## 6.1 Transaction processing

Subject to applicable laws and the ePayments Code, we'll treat an instruction you give us using an electronic access method as valid, and we'll act on it, if our security requirements and procedures have been met and we've been provided with the information we require. This may include logging in or authenticating yourself or the transaction using one or more passcodes or a biometric identifier (where available).

Once we process valid instructions you give us using an electronic access method, you can't stop, cancel or reverse the transaction.

If you've instructed us to process multiple transactions on the same day, we can decide in what order to process them.

## 6.2 Transaction limits

Unless we agree with you or tell you otherwise, the following limits apply to transactions.

These limits apply to transactions performed using electronic access methods however you access them and across all accounts that may be accessed using them, even if other terms and conditions (and not these terms and conditions) apply.

Transaction type	Limit
Transfers between accounts you can access in the Virgin Money app	No limit
Pay Someone	Daily limit of \$5,000 per account holder. You can increase this in the Virgin Money app up to \$20,000 per day per account holder. You can also request a temporary one-day limit above the \$20,000 daily limit to enable large one-off transfers by contacting us.
Payments using the New Payments Platform (NPP)	Daily limit of \$1,000 per account holder. NPP Payments also form part of the Pay Someone daily limit. If you exceed this limit, Pay Someone payments will not be sent through the NPP (which includes Osko payments).
Transfers or Pay Someone payments to a fixed interest rate home loan account accessible on a ME Go, myBOQ or Virgin Money app	You cannot transfer or pay an amount that would lead to the annual prepayment limit (set at an aggregate of \$10,000 for a 12 month period) being exceeded.

Daily limits reset at midnight AEST (Brisbane).

We don't have to authorise or process any transaction that would cause you to breach any of these limits.

We can impose new daily or other periodic limits or change existing daily or periodic limits that apply to your electronic access methods or for particular types of transactions or accounts from time to time. We'll give you notice of changes to the limits that apply as set out in the 'Changes' section of these terms and conditions.

### 6.3 Delays

Delays may occur in processing transactions for various reasons such as if:

- we experience a services disruption which prevents us from processing transactions
- we delay processing while we perform an obligation we have under applicable laws
- you don't comply with your obligations under these terms and conditions
- other financial institutions, payers or payees fail to comply with their obligations, or experience services disruptions that prevent them from processing transactions, or
- we delay processing to investigate and review a transaction to ensure it's not fraudulent, illegal or improper, or to confirm that it has been properly authorised.

We'll use reasonable efforts to minimise delays and process delayed transactions as soon as reasonably practicable.

### 6.4 Transaction records

We'll give you a receipt for each transaction you perform in the Virgin Money app electronically within the Virgin Money app.

You agree that if we have to confirm a transaction, we'll give you this confirmation electronically in the Virgin Money app.

We'll also record transactions on statements we give you for the account. See the account terms and conditions for details about how and when we'll give statements.

You must check your account transaction records and statements to ensure transactions have been credited and debited correctly.

We strongly advise you to check and keep all transaction records in a safe place. You may need transaction records to complete tax returns, confirm payments and check amounts that are owing.

### 6.5 Errors

You must ensure that all the information you give us about a transaction is complete and correct.

You should tell us immediately if you become aware that you've made a mistake when instructing us about a transaction.

If you instruct us to make a payment, and you later discover that the amount you paid was more than the amount you needed to pay, you must usually contact the recipient for a refund. In some cases, depending on the payment system or scheme we used to process the payment, we may be able to request that the payment, or just the overpaid amount, be returned on your behalf if you ask us to do so. If we do:

- the amount will not be returned to you unless the recipient consents and we receive the returned amount, and
- you indemnify us for any liability or cost we incur by making the request on your behalf (excluding any liability or cost incurred due to the fraud, negligence or wilful misconduct of us or our employees or agents).

### 6.6 Mistaken Payments

If you tell us that you've made a mistaken payment we'll investigate the matter and inform you in writing of the outcome.

The table below shows the process we'll follow under the ePayments Code if you make or receive a mistaken payment. If we reasonably believe that a mistaken payment may have been made to your account, we can restrict access to those funds in your account while we investigate.



## Resolving Mistaken Payments

If you made a mistaken payment	If you received a mistaken payment
<b>Funds are available and a report is made within 10 Business days</b>	
If we and the receiving financial institution are satisfied that you made a mistaken payment, the receiving financial institution must return the funds to us. This may take up to 10 business days.	If we're satisfied that a mistaken payment has occurred, we'll place a hold on the funds in your account and proceed to return the funds to the sending financial institution. This may take up to 10 business days.
If the receiving financial institution isn't satisfied that you made a mistaken payment, they may ask for the recipient's consent to return the funds to us.	If we're not satisfied that you received a mistaken payment, we may ask for your consent to return the funds.
If we receive the funds back from the recipient, we'll return the funds to you as soon as practicable.	
If we're not satisfied that you made a mistaken payment, we won't take any further action.	
<b>Funds are available and a report is made between 10 Business days and 7 months</b>	
If you made a mistaken payment	If you received a mistaken payment
The receiving financial institution has 10 business days to investigate.	We have 10 business days to investigate.
If satisfied a mistaken payment has occurred, they'll place a hold on the funds and give the recipient 10 business days to establish that they are entitled to the funds.	If we're satisfied that a mistaken payment has occurred, we'll place a hold on the funds and give you 10 business days to establish that you are entitled to those funds.
If the recipient can't establish that they're entitled to the funds, the funds will be returned to us. We'll return the funds to you as soon as possible.	If you can't establish that you're entitled to the funds within 10 business days of being notified of the mistaken payment, we'll return the funds to the sending financial institution.
If the receiving financial institution isn't satisfied that a mistaken payment has occurred, the receiving financial institution may seek consent from the recipient to return the funds to us.	If we're not satisfied that a mistaken payment has occurred, we may seek your consent to return the funds to the sender.
If we're not satisfied that you made a mistaken payment, we won't take any further action.	
<b>Funds are available and a report is made after seven months</b>	
If you made a mistaken payment	If you received a mistaken payment
The receiving financial institution will ask if the recipient consents to the funds being returned.	We'll ask if you consent to the funds being returned to the sender.
If we receive the funds back from the recipient, we'll return those funds to you as soon as possible.	

Sufficient funds aren't available to return the full mistaken payment	
If you made a mistaken payment	If you received a mistaken payment
If we and the receiving financial institution are satisfied there's been a mistaken payment, but there are insufficient funds available in the recipient's account to return the full amount of the mistaken payment, the processes described above may apply to any funds available in the account.	If we and the sending financial institution are satisfied there's been a mistaken payment but there are insufficient funds available in your account to return the full amount of the mistaken payment, we may apply the processes described above to the available amounts or we may return the full amount and seek to recover the difference from you.
The receiving financial institution has a discretion in deciding whether it should pursue a full or partial, or no return of funds.	We have a discretion in deciding whether we should pursue a full or partial, or any, return of funds.
If the receiving financial institution determines to exercise its discretion to pursue the full return of funds, it must use reasonable endeavours to retrieve them from the recipient.	If we determine to exercise our discretion to pursue the full return of funds, we'll use reasonable endeavours to retrieve the funds from you.
	Where we consider it appropriate, acting reasonably, we may debit any funds in any other account you have with us to retrieve the mistaken payment (or some of it) from you.

If you're not satisfied with the outcome of our investigation about a mistaken payment you can make a complaint (see 'If you have a problem, complaint or dispute' below).

If you receive Services Australia income support payments or Department of Veterans' Affairs payments or any other payment to which the Code of Operation: Recovery of Debts from Department of Human Services Income Support Payments or Department of Veterans' Affairs Payments applies ('protected payment') we won't debit more than 10% of any protected payment deposited to your account to refund the mistaken payment to the payer's financial institution.

This doesn't prevent us from freezing the mistaken payment amount or other amounts held in your account that are not derived from a protected payment and using those amounts to return the mistaken payment.

## 6.7 Disputing a transaction

You should notify us immediately through the Virgin Mobile app or by telephone that you want to dispute a transaction if you think that:

- you didn't authorise a transaction that has been debited to your account
- a transaction hasn't been processed in accordance with your instructions or a transaction has been mistakenly debited to your account more than once
- a payment made from your account was directed to an incorrect recipient
- you were fraudulently induced to make a payment
- you think you're entitled to a refund or chargeback (see 'Refunds and chargebacks' below), or
- you otherwise want to query or dispute a transaction.

Any delay in notifying us may affect our ability to investigate or resolve the disputed transaction in your favour.

As part of our investigation of a disputed transaction you must give us any information or documents we require and you authorise us to write to relevant third parties on your behalf to obtain information or documents.

If we determine a disputed transaction in your favour, we'll refund the transaction amount to your account.

If you're not satisfied with our decision or how we've handled a disputed transaction, you can request an internal review or make a complaint (see 'If you have a problem, complaint or dispute' below).

## 7. Keeping your electronic access methods secure

The security of your electronic access methods is very important. You must take all reasonable precautions to ensure your electronic access methods remain secure including all related devices and passcodes. You may be liable for any loss in accordance with the ePayments Code if you fail to do so.

### 7.1 Passcode security guidelines

You mustn't:

- voluntarily disclose one or more passcodes (including your access code) to anyone, including a family member, accountant, financial planner or friend
- where a device is also needed to perform a transaction, write or record passcode(s) on the device, or keep a record of the passcode(s) on anything carried with the device or liable to loss or theft together with the device without making a reasonable attempt to protect the security of the passcode
- where a device is not needed to perform a transaction, keep a written record of all passcodes required to perform transactions on one or more articles liable to be lost or stolen together, without making a reasonable attempt to protect the security of the passcode(s)
- act with extreme carelessness in failing to protect the security of all passcodes, or
- where we allow you to select or set your passcode, not select or set:
  - a numeric passcode that represents your birth date, or
  - an alphabetical passcode that is a recognisable part of your name.

If you don't comply with these passcode security guidelines you may increase your liability for losses relating to unauthorised transactions.

### 7.2 Additional security measures

You should also:

- not use a device that is not your own and isn't secured to download and access the Virgin Money app;
- not allow any person to observe you entering your passcodes
- not select a passcode that is easy for another person to guess, observe or deduce such as repeated or consecutive numbers like 0000 or 1234
- not provide security questions and answers that other people will be able to know – it's important that only you are able to provide this information.

### 7.3 Contact us immediately if your electronic access method security is compromised

You must immediately contact us by calling us on **13 81 51** (or **+61 8 6559 7679** if you're telephoning from outside Australia) to tell us if you know or suspect:

- a device on which you have installed the Virgin Money app has been lost or stolen
- a passcode has become known to someone else (including if you've told someone else or you suspect someone has obtained it without your permission), or a record of it has been lost or stolen, or
- a transaction has been made which you did not authorise.

If you don't tell us, or delay in telling us, that the security of your passcodes have been breached:

- you may be liable for losses from unauthorised transactions, or
- your liability may be higher than it would have been if you'd told us promptly.

We may send you notifications to warn you about activity on your account. It's important that if that activity is not performed by you then you contact us straight away on **13 81 51**.

### 7.4 We may apply restrictions if we believe security is compromised

If we reasonably believe that there's the potential for financial loss to you or to us then we may restrict your account or electronic access method – see the 'Limiting, suspending or cancelling electronic access methods' clause below.

This may be the result of any of the following:

- unusual or suspicious activity on your device or that the Virgin Money app is being accessed by a device that isn't secure;
- unusual or suspicious account activity such as transfers or transactions;
- failed login attempts or failed answers to your security questions; or
- any other unusual activity related to your account or electronic access method.

We may send you notifications to warn you about activity on your Account. It's important that if that activity is not performed by you then you contact us straight away on 13 81 51 or +61 8 6559 7679 if you're telephoning from outside Australia.

## 8. Liability for transactions

### 8.1 Authorised transactions

You're responsible and liable for all transactions:

- you make or authorise
- made with your knowledge and consent, and
- that you're taken to have authorised under these terms and conditions or our Virgin Money app Terms of Use.

You're taken to have authorised any transactions, or a person to transact on your account, if:

- on any device where you've installed the Virgin Money app and enabled biometric authentication using a fingerprint, your face or similar identifier ('biometric identifier'):
  - you allow or have allowed another person to register their biometric identifier on the device, or
  - you share or have shared your device passcode with the person, or
- you install the Virgin Money app, and enable biometric identifiers within the Virgin Money app, on a device on which another person has registered, or could register without your consent, their biometric identifier, or for which they know the device passcode.

### 8.2 Unauthorised transactions

We'll assess your liability in respect of an Unauthorised Transaction in accordance with the ePayments Code.

#### When you're not liable

You're not liable for loss from unauthorised transactions:

- that can be made using an identifier without a passcode
- if it's clear that you haven't contributed to the loss, or
- if the cause of the loss was:
  - caused by the fraud or negligence by our employees or agents, a third party involved in networking arrangements, or a merchant or their employee or agent
  - caused by a passcode which is forged, faulty, expired or cancelled
  - a transaction requiring the use of a passcode that occurred before you received the passcode (including a reissued passcode)
  - a transaction being incorrectly debited more than once
  - an unauthorised transaction made using a device after we've been told that the device has been misused, lost or stolen, or
  - an unauthorised transaction made using a passcode after we've been told that the security of the passcode has been breached.

#### When you are liable

You're liable for the loss from unauthorised transactions in the following circumstances:

Circumstances in which you are liable	Amount that you are liable for
If we can prove on the balance of probabilities that you contributed to the loss through fraud or breaching the 'Passcode security guidelines' above.	You're liable in full for the actual losses that occur before the breach of passcode security is reported to us.
Where more than one passcode is required to perform a transaction and we prove that you breached the 'Passcode security guidelines' above for one or more of the required passcodes, but not all of the required passcodes	You're liable in full for the actual losses that occur before the breach of passcode security is reported to us but only if we can prove on the balance of probabilities that the breach of passcode security was more than 50% responsible for the losses, when assessed together with all the contributing causes.

Where we can prove, on the balance of probabilities, that you contributed to losses resulting from an unauthorised transaction by unreasonably delaying reporting to us that the security of all passcodes has been breached	You're liable for the actual losses that occur between when you became aware of the security compromise and when the security compromise was reported to us.
Where a passcode was required to perform an unauthorised transaction, but none of the above circumstances apply	<p>The least of:</p> <ul style="list-style-type: none"> <li>• \$150 or a lower figure determined by us</li> <li>• the balance of your account which we and you have agreed can be accessed using the passcode, including any prearranged credit, and</li> <li>• the actual loss at the time that the breach of the passcode security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit.</li> </ul>

You're not liable for any portion of the losses:

- incurred on any one day that exceed any applicable daily limit
- incurred in any period that exceed any applicable periodic transaction limit
- that exceeds the balance of your account, including any pre-arranged credit or redraw balance (where relevant), or
- incurred on any account or other facility that we and you had not agreed could be accessed using the identifier (if any) and/or passcode used to perform the transaction.

### 8.3 Losses caused by system or equipment malfunction

You're not liable for loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with your instructions.

Where you should've been reasonably aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to:

- correcting any errors, and
- refunding any fees or charges imposed on you.

## 9. Privacy

### 9.1 Our Privacy Policy

Our privacy policy is available on our website and contains information about:

- how we deal with any personal information that we collect and hold about you
- how you can access the personal information we hold about you and ask us to correct it, and
- how you can complain about a breach of the Australian Privacy Principles, or a registered APP code (if any) that binds us, and how we'll deal with such a complaint.

### 9.2 Osko privacy

If you use our Pay Someone service:

- in order to provide you with Osko services we may need to disclose your personal information (including updates to it) to BPAY Pty Ltd and/or its service providers, and
- you agree to us disclosing to BPAY Pty Ltd, its service providers and other participants involved in Osko, as much of your personal information as is needed to provide Osko services to you.

You can request access to your personal information that BPAY Pty Ltd or BPAY Group Limited hold by emailing [privacy@bpay.com.au](mailto:privacy@bpay.com.au), writing to BPAY Pty Ltd at PO Box H124, Australia Square NSW 1215, or by referring to the procedures set out in their privacy policy.

The privacy policy of BPAY Pty Ltd and BPAY Group Limited is available on their website at [www.bpay.com.au](http://www.bpay.com.au) and contains information about how you can complain about a breach of the Privacy Act 1988 (Cth), and how they will handle your complaint.

If we don't disclose the personal information detailed above to BPAY Pty Ltd or its service providers we won't be able to process your requested Pay Someone Osko payments.

## 10. Limitations on our liability to you

To the maximum extent permitted by law, we won't be liable to you for any direct or indirect loss, damage, cost, or expense you suffer as a result of:

- you using an electronic access method in breach of these terms and conditions
- us performing a transaction you've authorised in accordance with your instructions
- you giving us inaccurate or incomplete instructions using an electronic access method
- us exercising any right we have in relation to the electronic access method (including under these terms and conditions)
- any delay in processing a transaction
- an electronic access method being unavailable or unable to be used due to:
  - planned outages we've publicised, or
  - unexpected outages or system malfunctions caused by any circumstances outside of our reasonable control including any failure, malfunction, delay or error of any equipment, system or software which isn't controlled or provided by or on behalf of us, or
- disclosure of your personal information or other information to a person accessing your electronic access methods using your passcodes.

This exclusion of liability doesn't exclude our liability to you for:

- any loss, damage, cost or expense you incur or suffer as a result of the fraud, negligence or wilful misconduct of us, our employees or agents or any receiver appointed by us, and
- our liability to you for damages resulting from a malfunction of a system or equipment provided by any party to a shared electronic network, however caused (although where you should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to correcting any errors, and refunding any fees or charges imposed).

## 11. Limiting, suspending or cancelling electronic access methods and returning payments

### 11.1 Limiting, suspending or cancelling electronic access methods

We can limit, suspend or cancel your ability to access or use an electronic access method, or delay or block a transaction or certain types of transactions on your account, without prior notice if:

- we're required to do so by law
- we reasonably consider it necessary to do so to meet our regulatory and compliance obligations or to manage associated risk
- we reasonably believe that further use of your account or electronic access method may result in loss to you or us
- we reasonably believe that your account is being operated in breach of these terms and conditions in a way that increases risk to you or us
- you don't provide us with information we reasonably require to verify your identity or the source of funds
- we reasonably believe that your use of your account or an electronic access method or activities you undertake in connection with the account or electronic access method are at high risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, activities that are at high risk of being involved in scams)
- we reasonably believe that your risk profile has adversely and materially changed as a result of our continuous screening
- we think that you're using the account or electronic access method to perpetrate financial abuse against a joint account holder or another person
- your account is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of the payment descriptions and/or references)
- your account details or online access details have been compromised
- you haven't made a transaction on your account for at least 2 years
- you have a joint account and we become aware that there's a dispute or you notify us to change the account authority
- we become aware that the sole account holder dies
- we reasonably believe that funds have been transferred into your account due to unauthorised or unlawful activity, or
- we reasonably believe that you're not beneficially entitled to funds in your account.



We'll act reasonably when taking action under this clause and we'll not do more or for longer than is reasonably necessary considering the reasons why we've taken such action. We'll tell you if we restrict your account or suspend an electronic access method and, where possible, we'll tell you what you need to do for us to remove the restriction or suspension. If we take any such action to restrict your account or suspend an electronic access method we'll give you a reason unless we're unable to do so under applicable laws or regulations.

We understand that having access to your money is important. If access to your funds has been restricted and you require urgent access to your money then contact us on <telephone number> or <telephone number> if you're telephoning from outside Australia so that we can endeavour to assist you.

## 11.2 Returning payments

Where we reasonably believe that funds have been transferred to your account because of unauthorised or unlawful activity (such as a fraudulent payment or a payment as a result of a scam affecting you or another person) (Improper Payment), we may without your consent deduct from your account an amount no greater than the Improper Payment and return the funds to the sender or sending financial institution or as otherwise required by law, code or regulation. We'll take reasonable steps to contact you in relation to an Improper Payment where we consider it relates to a fraud or scam, unless we're unable to do so under applicable laws or regulations.

Where we reasonably believe that funds have been transferred into your account as a mistaken payment under the ePayments Code, we'll instead follow the process set out in the 'Mistaken Payments' clause above.

## 12. Changes

We can make changes to your electronic access methods and these terms and conditions without your agreement as set out in this 'Changes' section. We'll tell you about changes in accordance with applicable laws and this 'Changes' section.

### 12.1 Changes to an electronic access method

We can change the functions of an electronic access method or how it works (including our security requirements) at any time without notice to you, unless:

- the change requires a change to these terms and conditions (see below), or
- we're required to give you notice under applicable laws.

### 12.2 Changes to these terms and conditions

We can change these terms and conditions at any time.

We'll give you at least 30 days' advance notice of a change to these terms and conditions that:

- increases a fee or charge
- introduces a new fee or charge
- increases your liability for losses relating to transactions
- imposes, removes or changes a daily or other periodic limit on transactions, an electronic access method or electronic equipment, or
- is unfavourable to you.

For all other changes we'll give you notice before the change takes effect, but, subject to applicable laws, we may give you a shorter notice period or no notice of a change if it's reasonable for us to immediately restore or maintain the security of a system or an individual electronic access method (including the prevention of systemic or individual criminal activity such as fraud).

### 12.3 Giving you written notice or confirmation of changes

We can give you notice or confirmation of changes by:

- giving you written notice in any of the ways described in the 'How we give you written notices and other documents' clause, or
- publishing a notice in a way permitted by law (e.g. in a newspaper which circulates nationally).

## 13. How we communicate with you

### 13.1 How we give you written notices and other documents

Subject to any applicable laws, we may give you notices and other documents we're required to give you in writing by:

- email or SMS to your email address or mobile number last provided or notified to us by you
- publishing it on the Virgin Money website or making it available in the Virgin Money app and notifying you it's available by email or SMS
- post to your residential or postal address last provided or notified to us by you
- giving it to you personally, or
- any other way you have agreed.

We generally communicate with you electronically where we can, so you must regularly check your emails, SMS and the Virgin Money app for communications from us. We recommend that you also keep push notifications turned on for each device on which you've installed the Virgin Money app, as we may also send you information through push notifications.

If you don't tell us when you change your address, mobile phone number or email address, then we may still send notices using the most recent details you've given us.

### 13.2 When we consider notices to be given

Notices and documents we send by email or SMS are given to you at the time we send them.

Notices and documents we publish on the Virgin Money website or in the Virgin Money app are given to you at the later of:

- the time we publish or make the notice or document available, and
- the time we tell you that we've done this and it's available to you.

Notices and documents we send by post are given to you on the date they would've been delivered in the ordinary course of post, even if you haven't received them for any reason.

Notices and documents we deliver to you personally are given to you at the time of delivery.

## 14. If you have a problem, complaint or dispute

### Our service commitment

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

Sometimes we can get things wrong, and if this happens we're determined to make them right again. Resolution of problems is a priority for us.

If at any time our service does not meet your expectations we'd like you to let us know.

### How to contact us

- Call us on **13 8151**
- Email us at **ask@virginmoney.com.au**
- Contact our Virgin Money Customer Relations Department via:
  - **customer.relations@virginmoney.com.au**
  - **1800 574 766**
  - Virgin Money Customer Relations  
Reply Paid 2258, Brisbane QLD 4001

### How will your complaint be handled

If we cannot solve your problem on the spot, we'll let you know who's handling your complaint and how long it's 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 'Customer Feedback Guide' or alternatively download a copy available on our website.



## 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. You can contact them at:

- **1800 931 678**
- **info@afca.org.au**
- **www.afca.org.au**
- 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.

## 15. Other

### 15.1 Assignment

We can assign or otherwise deal with our rights under these terms and conditions in any way we consider appropriate without obtaining your consent.

### 15.2 Waivers

A waiver of any of our rights under these terms and conditions doesn't occur unless we give it to you in writing.

### 15.3 Compliance with applicable laws and regulatory requirements

You must:

- only use electronic access methods on your own behalf
- not use an electronic access method to discriminate, threaten or abuse any person or for anything which is illegal or seeks to promote illegal activity, and
- not do, or omit to do, anything that would cause us to breach any applicable laws.

If we reasonably believe it's necessary to enable us to comply with any applicable law, regulatory requirement or internal compliance program that we're legally required to have, then:

- you must give us any information or assistance we request, and
- we can disclose your information to third parties, including government or regulatory bodies, law enforcement bodies and other financial institutions.

You must also comply with reasonable directions we give you which are necessary for us to comply with our legal obligations for an electronic access method.

## 16. What the words mean

In these terms and conditions, unless the context otherwise requires, the following words have special meaning:

**access code** means the password you use to access the Virgin Money app

**account** means a Virgin Money account we open on our books and records of a type described in the overview of available transaction types

**account holder** means each account holder for an account and each person who is authorised to operate on the account under the account terms and conditions

**account terms and conditions** means the terms and conditions that apply to an account (including a loan contract where the account is a loan account)

**Banking Code of Practice (BCOP)** means the Banking Code of Practice published by the Australian Bankers' Association and adopted by us.

**Business day** means a weekday except a national public holiday

**BPAY scheme** means the scheme operated by BPAY Pty Ltd ABN 69 079 137 518 which governs BPAY payments and Osko

**BSB** means the bank/state/branch number associated with an account

**Confirmation of Payee service** means the Confirmation of Payee service banking industry initiative that enables payers making payments using a BSB and account number to confirm the account name associated with the account

**electronic access method** means each of the electronic access methods we make available for you to perform the types of transactions described in the overview of available transaction types, including the Virgin Money app

**ePayments Code** means the ePayments Code published by the Australian Securities and Investments Commission

**laws** means laws and any codes of practice that we subscribe to that apply to electronic access methods and these terms and conditions including sanctions laws, anti-money laundering laws, counter-terrorism financing laws, laws relating to fraud or other criminal activity including laws in Australia and laws of any other country that we're required to comply with

**mistaken payment** means a payment through a pay anyone banking facility (such as our Pay Someone service) where money is paid into the account of an unintended recipient because the payer enters or selects a BSB number and/or account identifier that does not belong to the named and/or intended recipient as a result of the payer's error or the payer being advised of the wrong BSB number and/or account identifier and:

- the financial institution at which the account of the unintended recipient is held is also a subscriber to the ePayments Code, or
- the payment is sent through the NPP.

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

**Osko** means the Osko payment services provided by BPAY Pty Ltd

**Osko payment** means an electronic transfer of funds processed through the New Payments Platform as an Osko payment

**Overview of available transaction types** means the table described as such in these terms and conditions and on our website

**passcode** means a password or code that you must keep secret that may be required to authenticate a transaction or you. A passcode includes your access code and any code we provide to you by SMS, email or in a mobile application for authentication purposes

**PayID** is a unique identifier used for receiving NPP and Osko payments by linking a bank account to a phone number, email address, Australian Business Number (ABN) or other approved organisational identifiers. PayID is a trademark of NPP Australia Limited

**transaction** means a transaction made or attempted to be made using an electronic access method

**unauthorised transaction** means a transaction made without your knowledge and consent that is not deemed to be an authorised transaction under these terms and conditions.

**Virgin Money app** means the Virgin Money app which is available on the Apple App Store and Google Play Store.

**we, us, and our** means the credit provider, Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian Credit Licence Number 244616.

**you and your** means each account holder.

## 17. General interpretation

In these terms and conditions, unless the context otherwise requires:

- the singular includes the plural and vice versa
- a reference to any thing is a reference to the whole or any part of that thing
- references to a document or agreement include all variations, novations or replacements to it
- a reference to a clause or a section is (unless otherwise indicated) a reference to a clause or a section of these terms and conditions
- references to any person (including you, us) include the person and the successors in title, transferees or executors of the person, and
- the use of the words 'including' and 'include' in a clause as an introduction to a list of things does not limit the clause to that list or to things of a similar type.



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