A photograph of a young man and woman sitting together on a couch, smiling and looking at a tablet held by the woman. The man is wearing a light blue button-down shirt and the woman is wearing a purple top. They are in a modern, well-lit room with a large window in the background showing greenery. A dark, round vase with flowers sits on a shelf above them. A large yellow triangle is overlaid on the bottom left of the image, containing the text.

# **CommBank Transaction, Savings and Investment Account Terms and Conditions.**

8 August 2024

**This document contains the following:**

- Privacy Collection Notice – Transaction, Savings and Investment Accounts
- CommBank Transaction, Savings and Investment Account Terms and Conditions

**These Terms and Conditions apply to these accounts:**

- Smart Access
- Everyday Offset
- Pensioner Security
- Streamline Basic
- GoalSaver
- Youthsaver
- NetBank Saver
- Commonwealth Direct Investment

**They also apply to these accounts, which are no longer available for sale:**

- Complete Access
- AwardSaver
- Cash Investment
- Cash Management Call
- Passbook (Pensioner Security, Passbook Savings and Savings Investment)

### **Want more information about our accounts?**

Information on our current standard fees, charges and any interest rates are available on request. Come into a branch, visit [commbank.com.au](http://commbank.com.au) or call us on **13 2221**.

# Privacy Collection Notice

## Transaction, Savings and Investment Accounts

**Neither this privacy collection notice nor our Group Privacy Statement (referenced in section 4 of this privacy collection notice) form part of any contract you have with us.**

**By opening or continuing to use a transaction, savings or investment account, you acknowledge that you have read this privacy collection notice.**

### 1. What information we collect.

The information about you we may collect includes:

- Information about your identity, such as your name and contact details.
- Financial information you give us.
- Information about your interactions with us, such as your transactions, payments and use of our websites.
- Information from public registers or third parties, such as service providers.

You may give us information about others (such as a joint applicant or if you are an organisation, its officers or owners). If you do, you must have their permission and inform them of the contents of this privacy collection notice.

### 2. Why we collect your information and what we use it for.

We collect your information and use it to:

- Confirm your identity and manage our relationship with you.
- Minimise risks.
- Design, price, provide, manage and improve our products and services.
- Comply with relevant laws, for example the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Taxation Administration Act 1953 and Income Tax Assessment Act 1936.
- Let you know about products and services you might be interested in.

- Facilitate payment receipts and instructions.

If you change your personal details (for example, address, phone number or email address) you must let us know as soon as possible.

### 3. Who we can share your information with.

You give us permission to share your information with other members of the Commonwealth Bank Group, who can use it for any of the purposes we can. We can also share your information with third parties, such as:

- Brokers, advisers and people who act on your behalf.
- Service providers, such as product distributors.
- Businesses who do some of our work for us.
- Other financial institutions (such as banks), auditors, insurers and re-insurers.
- Government and law enforcement agencies or regulators.
- The PayID service and PayID service participants (see section 2.3.).
- PayTo participants and the Mandate Management Service which stores details of your PayTo Payment Agreements.
- Other joint account holders and people who have authority for your account, such as authorised operators.

Sometimes we might need to send your information overseas, for example:

- Where we outsource particular functions.
- To overseas businesses in our Group.
- If we need to complete a transaction for you.
- To comply with laws, and assist government and law enforcement agencies or regulators.

See our Group Privacy Statement for information about which countries information may be sent to.

### 4. Our Group Privacy Statement

Visit [commbank.com.au/privacy](http://commbank.com.au/privacy) for our Group Privacy Statement or ask for a copy at any branch. It tells you about:

- Other ways and reasons we may collect, use or share your information.
- How to access your information and correct it if it's wrong.
- How to make a privacy-related complaint (including about our compliance with the Australian Privacy Principles) and how we'll deal with it.
- Information on how we process any personal data you provide to us that is covered by the General Data Protection Regulation (GDPR) and your rights under the GDPR.

Sometimes we update our Group Privacy Statement. You can always find the most up-to-date version on our websites.

### 5. How to contact us about privacy concerns



Email  
[customerrelations@cba.com.au](mailto:customerrelations@cba.com.au)



Phone  
1800 805 605



Write to  
CBA Group Customer Relations,  
Replied Paid 41, Sydney, NSW,  
2001

## Privacy Consent

If you give us your contact details, you consent to us using these to communicate with you including providing updates, reminders, and marketing information. If you don't want to receive direct marketing messages or want to change your contact preferences, log on to NetBank and click Message Preferences, or call us on 13 2221.

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## Concerned about a transaction?

Contact us straight away (see back page for contact details) if you think there's been an unauthorised transaction on your account. In some instances, you may be able to notify us of an unauthorised transaction through NetBank or the CommBank app. You may be liable if you don't sufficiently protect your cards, devices, PINs and password or don't immediately tell us when they are lost, compromised or breached.






To be eligible for a refund under a card scheme, you'll need to advise us within 30 days of the statement date. We'll accept a report of an unauthorised transaction under the ePayments Code, provided you submit the report to us within 6 years from the day that you first become aware (or should reasonably have become) aware of the unauthorised transaction. See section 4 for more information.

# What these terms and conditions cover.

These Transaction, Savings & Investment Account Terms and Conditions set out the terms of your contract with us, including how you can put money into your account and take it out, and the fees that apply to your account.

## Other terms and conditions.

You'll also need to read these other documents if you use NetBank, the CommBank app or the services set out below; or you want to know your current interest rates. These documents are available at [commbank.com.au](http://commbank.com.au) or from your local CommBank branch. The *CommBank app Terms and Conditions* are available when you download the app.

Read	Covers
 <i>Electronic Banking Terms and Conditions</i>	These apply whenever you access your account electronically, including but not limited to, through Telephone Banking, NetBank, Debit Mastercard®, ATMs, EFTPOS, PayTo or BPay®
 <i>CommBank app Terms and Conditions</i>	These apply when you use the CommBank app for mobile banking
 <i>Interest Rates on Transaction, Savings and Investment Accounts</i>	Our current interest rates (this document forms part of the terms that apply to your account)
 <i>Standard Fees and Charges for International Payments and Travel Funds</i>	Fees that apply for travellers cheques, foreign currency and sending money overseas
 <i>Common Banking Services: Standard Fees and Charges</i>	Fees that apply for special banking services, such as bank cheques

# 1. How to use your account.

## 1.1. Putting money in.

Depending on your account type, you can put money in at ATMs that accept deposits, at our branches and most Australia Post offices or selected agencies, and through electronic or telephone banking or by arranging direct credits into your account.

### 1.1.1. Ways you can put money into your account.

Account type	Account	Branch or post office	ATM	Electronic transfer	Phone banking	Direct credit
Transacting	Smart Access, Complete Access, Everyday Offset, Pensioner Security and Streamline Basic	✓	✓	✓	✓	✓
	NetBank Saver	–	✓	✓	✓	✓
	GoalSaver	Branch only	✓	✓	✓	✓
	Youthsaver	Branch only	✓	✓	✓	✓
Investing	AwardSaver	✓	✓	✓	✓	✓
	Commonwealth Direct Investment, Cash Investment and Cash Management Call	✓	✓	✓	✓	✓
	Pensioner Security, Passbook Savings and Savings Investment	✓	–	*	✓	✓

Please see overleaf for things you should know.

### Things you should know about table 1.1.1.

- For over the counter cash deposits and cash transactions, you may be required to be identified at our CommBank branches before the deposit or transaction will be accepted.
- A maximum of \$10,000 in cash can be deposited into an account per day using our ATMs.
  - As a depositor, the following limits also apply for cash deposits at our ATMs depending on how you make the deposit:

Cash deposit type	Limit
Using your card with a linked account	\$10,000 per day per card
Using the 'Pay someone else' feature (No longer available for deposit only or corporate cards)	\$5,000 per day per card
With your mobile phone number	Up to \$750 cash per transaction, no more than once per day per mobile phone number

- At our sole discretion, we may vary any of these limits. If we do so, we will let you know.
- For further details about depositing money at ATMs, please refer to the 'Deposits at our ATMs' section in the *Electronic Banking Terms and Conditions* at [commbank.com.au](http://commbank.com.au)
- On and from 1 October 2024, for information on the terms and conditions for QR Cardless Deposits, including information on applicable cash deposit limits, please see the CommBank App Terms and Conditions which can be found in the CommBank App on your iOS or Android device.
- \*Electronic transfer may be available for some passbook accounts.

#### 1.2.1. Ways you can take money out of your account.

Account type	Account	Branch or post office	Cash withdrawal or purchase using a card	Electronic transfer	Phone banking	Cheque	BPAY or direct debit or PayTo
Transacting	Smart Access, Complete Access, Everyday Offset and Pensioner Security	✓	✓	✓	✓	^	✓
	Streamline Basic	✓	✓	✓	✓	^	✓
Saving	NetBank Saver	–	–	✓	✓	^	–
	GoalSaver	Branch only	–	✓	✓	^	BPAY
	Youthsaver	Branch only	–	✓	✓	^	BPAY
	AwardSaver	✓	✓	✓	✓	^	✓
Investing	Commonwealth Direct Investment, Cash Investment and Cash Management Call	✓	✓	✓	✓	^	✓
Passbooks	Pensioner Security, Passbook Savings and Savings Investment	✓	–	*	✓	–	BPAY or direct debit

### 1.2. Taking money out, purchases and payments.

Depending on your account type, you can take money out at an ATM, at our branches, most Australia Post offices or selected agencies (minimum withdrawal limits may apply); by using your card to make purchases or take cash out, by cheque, or by using NetBank, BPAY®, the CommBank app or telephone banking.

#### Things you should know about table 1.2.1.

- You can only use your account for online shopping or mail order if you have a Debit Mastercard.
- You can't make scheduled payments from GoalSaver or Youthsaver accounts.
- You can only move money or schedule payments from your NetBank Saver into a linked transaction account.
- For NetBank Saver accounts, where the linked transaction account has been closed, you can access the money held in your NetBank Saver account by requesting us to product switch your account to an eligible CommBank account. Alternatively, you can access the money by requesting us to close your account, where you will receive a cheque/cash or electronic funds transfer.
- For Youthsaver accounts, you can't use phone banking for BPAY transactions.
- For Passbook accounts, you can't schedule a future payment or transfer through BPAY or NetBank.
- \*Electronic transfer may be available for some passbook accounts.
- ^From 3 June 2023, cheque access won't be available for new and some existing transaction, savings and investment accounts. See 2.10. for details.

### 1.3. Limits on the amount you can take out.

There are limits on the amount of cash you can take out each day using a card at an ATM, Bank@Post outlet or in-store at an EFTPOS terminal. The daily limit is the total you can take out from all accounts linked to your card. Your daily limit depends on when you got your card and what type of card you have. Replacement cards have the same limit, except that any replacement Debit Mastercard issued on or after 9 February 2015, has a \$2,000 daily withdrawal limit.

If you got your card	Debit Mastercard daily limit	Keycard daily limit
Before 28 July 2008	\$800	\$800
From 28 July 2008 to 8 February 2015	\$1,000	\$1,000
From 9 February 2015 onwards	\$2,000 (including replacement cards)	\$1,000

You can change your card limit at any time. If you ask for a higher limit, your liability for unauthorised transactions may increase.

For Passbook accounts, withdrawals from post offices or agencies are limited to a maximum of \$2,000 over a seven day period.

In addition to any other limit which may apply, we may in our discretion limit the amount each user may transfer or pay from all accounts:

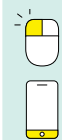
- to accounts and/or merchants which we reasonably believe may be owned or controlled by a cryptocurrency or digital asset exchange or being used to purchase cryptocurrency or digital assets to no more than AUD \$10,000 in a calendar month; and/or
- using a particular payment product, type of transaction or dealing to no more than AUD \$10,000 in a calendar month; and/or
- where it is reasonably necessary to prevent systemic or individual criminal activity, including suspected or potential fraud or scams, to no more than AUD \$10,000 in a calendar month.

We may in our discretion, and without liability to you for any loss or damage, remove or reduce your payment limit if:

- you have requested a higher payment limit and have not made a transaction utilising any of that increased limit within the last month; or
- we believe it is reasonably necessary to protect you or us from possible fraudulent activity, scams or other activity that might cause you or us to lose money.

When we do this we will act fairly and reasonably towards you. We will not be responsible for any loss, cost, expense or other inconvenience you incur.

If we reduce your payment limit, information about the new reduced limit can be accessed in NetBank and the CommBank app.



There are also withdrawal limits for online and mobile banking. See the *Electronic Banking Terms and Conditions* and the *CommBank app Terms and Conditions*.

### 1.4. Managing direct debits, Payment Agreements and recurring payments.

#### 1.4.1. Direct debits and Payment Agreements

You can arrange for direct debits and PayTo payments to automatically come out of your account.

You can ask us to cancel a direct debit and we'll do this promptly – we suggest you also contact the third party debiting your account.

A third party debiting your account by an existing direct debit arrangement ("debit user") may convert that direct debit into a PayTo Payment Agreement by a Migrated DDR Mandate. You are entitled to prior written notice of variation of your direct debit arrangement and changed processing arrangements, as specified in your Direct Debit Service Agreement, from that debit user. If you do not consent to the variation of the direct debit arrangement you must advise the debit user. We are not obliged to provide notice of a Migrated DDR Mandate to you for you to authorise or decline. We will process instructions received on the basis of a Migrated DDR Mandate.

Once your Migrated DDR Mandate becomes a Payment Agreement, you may link the Payment Agreement to another eligible account in your name, or pause (and resume) or cancel your Payment Agreement by contacting us. If a debit user under a Payment Agreement proposes any amendments to your Payment Agreement, we will notify you and you may authorise or decline any amendment request. Amendment requests which are not authorised within 5 calendar days may expire.

Additional functionality for managing Payment Agreements is available in NetBank. Please refer to the Electronic Banking Terms and Conditions for more information.

#### 1.4.2. Recurring payments from your Debit Mastercard.

You can also arrange for recurring payments to automatically come out of your account using your Debit Mastercard. If your Debit Mastercard is replaced, in some cases we automatically provide your new card details to Mastercard and subject to arrangements between Mastercard and the merchant, Mastercard may provide those details to merchants with whom you have a recurring payment arrangement. However, to make sure your recurring payments continue, we recommend that you provide your new card details to merchants you want to continue to debit your account, as well.

If you want to cancel recurring payments linked to your card you must contact the merchant debiting your account to do so. If the merchant still continues debiting money, contact us so we can try to get your money back.



### 1.5. Overdrawing your account.

At times, a transaction may exceed the available funds in your account, causing it to fall below zero (be "overdrawn") - for example:

- If you have a Smart Access, Complete Access or Everyday Offset account, we may decide to honour a direct debit, a PayTo payment, a scheduled Bpay payment, a purchase using a card linked to your account or a cheque via the Overdraw Feature (see further information below).
- If you have a Smart Access, Complete Access or Everyday Offset account, when a pending direct debit or cheque transaction that we ultimately decline has caused the available funds in your account to fall below zero, and we honour another direct debit or cheque that was made the same day as the declined transaction.
- When a card purchase does not require or seek our authorisation, systems are unavailable or a merchant settles a transaction late.

If this happens you will need to pay us the overdrawn amount immediately, and you may be charged an overdraw fee and interest if applicable to your account (see 3.1 and 3.2). Any deposits into your account will first be applied to pay the overdrawn amount.

For accounts with the Overdraw Feature:

- At our absolute discretion, we may decide to honour a transaction but we are under no obligation to do so. If you turn the Overdraw Feature off, or we decline to honour a payment, a dishonour fee may apply (see 3.2).
- You can turn the Overdraw Feature off at any time using the CommBank app, NetBank, in branch or by calling 13 2221.

- Turning off the Overdraw Feature will not stop transactions that are processed in the event a card purchase does not require our authorisation, our system is unavailable or a merchant settles a transaction late.
- You should only keep the Overdraw Feature to assist in the event of an accidental shortfall in funds. If you need ongoing credit, one of our credit products may be more suitable.

### 1.6. When money deposited in your account may not be immediately available.

When money is deposited into your account, you may have to wait for it to become available. For example, we may place a hold on funds when someone puts money in your account, you deposit a cheque or you make a deposit at a post office where the transaction can't be processed electronically. If we do let you draw on uncleared funds but then the deposit doesn't clear, we charge it back to your account. This may cause your account to become overdrawn.

In addition to the above, there are a few situations that apply specifically when money is deposited into your Passbook account. You may have to wait for it to become available:

- When you or anyone else make(s) any deposits of \$1,000,000 or more into your Passbook account, you may need to wait up to 3 business days in obtaining full access to these funds.
- For deposits of \$10,000,000 or more into your Passbook account, there may be additional processing time beyond 3 business days.
- When you nominate your Passbook account as the account into which funds from a term deposit are deposited and this takes the balance of the Passbook account to \$900,000 or more, it may take up to 3 business days for these funds to be available.
- When you deposit a cheque into your Passbook account at a branch, you won't be able to transfer any money online or make online BPAY payments for the next three business days or five business days if a cheque is deposited at Australia Post. This applies to your available funds as well as uncleared funds.



For more information about holds on electronic transfers, see the Electronic Banking Terms and Conditions.

### 1.7. International transactions.

You'll be charged in Australian dollars for purchases and cash advances in other currencies. These are typically converted to Australian dollars by the relevant card scheme, which determines the exchange rates and conversion process. In some cases overseas merchants or ATM operators may allow you to transact in Australian dollars, in which case they set the exchange rate.

We charge an access fee (see 3.2) for international transactions you make:

- While overseas
- In Australia (e.g. online), where the merchant, or the financial institution or entity processing the transaction, is located overseas.

Mastercard and Visa convert purchases and withdrawals made in foreign currencies into Australian dollar equivalents at the rates set by them on the day they process the transactions (which is not necessarily the day that the transaction was performed).



## 2. Managing your account.

### 2.1. How you'll receive your account statements.

We provide statements and notices to you electronically where:

- you have selected an account or service which only offers statements and notices electronically;
- you have not told us that you don't want to receive your statements and notices electronically. You can let us know at any time, that you don't want to receive your statements and notices electronically by updating your preferences on NetBank or calling us on **13 2221**; or
- these terms and conditions do not otherwise provide that your statements or notices will be provided in another way.

#### How we give statements and notices electronically

Where applicable, we will give you your statements and notices by:

- (a) Publishing them on NetBank and letting you know they're ready to view on NetBank by sending you:
  - an email to an address you have given us for contacting you; or
  - an SMS to a mobile telephone number you have given us for contacting you; or
  - Push notification from the CommBank app; or
  - a letter by post, if we have been unable to send your notification electronically;
- (b) email to an email address you have given us for contacting you;
- (c) SMS to a mobile phone number you have given us for contacting you;
- (d) electronic message to any other electronic address you have given us for contacting you;

- (e) advertising in the national or local media; or
- (f) any other means agreed with you.

Unless you are registered for NetBank and have given us a valid email address or mobile telephone number, or you have the CommBank app with Push Notification turned on, we may switch the account delivery method to paper (and you may incur a paper statement fee). If there is more than one of you (for example, if you have a joint account), this obligation applies to each of you. If you are a non-personal entity, this obligation applies to an authorised operator.

If your details have changed you must update your contact details immediately. You can change your email address at any time on NetBank or you can change your email address or your mobile phone number by calling us on **13 2221**.

We record that you have been notified of an electronic statement or notice on the day that our electronic notification enters the first information system outside CommBank (e.g. the server of your email address).

Where we provide notice by advertising in the national or local media, that notice will take effect on the day the advertisement appears in the media unless a later date is set out in the notice.

Even if we normally provide electronic statements or notices, we may occasionally send you a paper statement or notice instead (e.g. if we are unable to provide the information electronically). Paper notices take effect on the day they would normally be received in the ordinary course of business unless a later date is set out in the notice.

### How we give paper statements

We will give you a paper statement or notice, by sending it by post to the last notified postal address for the account. If the address changes, you must notify us immediately. You can notify us at any time on NetBank or by calling us on **13 2221**.

If you have a joint account or are a non-personal entity, we will either send one paper statement or notice by post for all account holders, or send a paper statement or notice by post to each account holder. We will use the address last notified to us as the account postal address.

### How often do you receive a statement

We'll give you a statement for each 6 month period (standard statement cycle), as soon as practicable after the end of that 6 month period. You can ask us to give you statements more frequently (a fee may apply, see 3.2).

At any time you can ask for a statement by logging into NetBank or calling us. For some accounts, you can get limited information from an ATM. A fee may apply. Check your statement as soon as you receive it. If you see any transactions you're not sure about, let us know straight away. Remember that the date you made a transaction could be different to the date on the statement (it may be the day we process the transaction – or for overseas transactions, the transaction date in the relevant country).

If your account has a Passbook, we enter transaction particulars into your Passbook whenever you present it in branch and your Passbook is your statement. If this is impractical due to space limitations in your Passbook, you agree that we may give you all of the information that would have been included in your periodic

statement on presentation of your Passbook in branch, by either or both entering the transaction particulars into your Passbook and/or giving you a separate written list of your transaction particulars. You agree that confirmation of transactions involving your account which has a Passbook may be provided by means of the updates made to your Passbook. (Unless providing confirmation in this way is impractical due to required updates being excessive in number bearing in mind space limitations in your Passbook, in which case you agree that confirmation may be given to you in writing).

## 2.2. How to protect your account.

Make sure you protect your account so other people can't use it. We've set out some suggestions below. If your card, cheque book or Passbook is lost or stolen, or you think someone else knows your PIN or password or has used your account, let us know straight away. If you don't, you may be responsible for any financial losses (see section 4).

Do	Don't
<ul style="list-style-type: none"> <li>• Sign the back of your card as soon as you get it</li> <li>• Memorise your PIN or password as soon as possible, then destroy or delete it</li> <li>• Destroy old or unused cards</li> <li>• Regularly change your PIN.</li> </ul>	<ul style="list-style-type: none"> <li>• Write down your PIN or password</li> <li>• Keep a copy of your PIN or password on your computer, mobile or tablet</li> <li>• Tell your PIN or password to anyone — not even family or friends</li> <li>• Use a number or word that someone can easily guess (for example, your date of birth, '1234' or 'password')</li> <li>• Let anyone see your PIN when you're using it.</li> </ul>



For more information about protecting your account online, see the Electronic Banking Terms and Conditions.

## 2.3. Using a joint account or an account with more than one signatory.

If you use your account with others, you give us permission to receive your personal information from other account holders and people who have authority for your account, such as authorised operators.

If you are joint account owners, you can let us know your preferred method of operation, that is, whether authorisation from only one (sole operation) or all (joint operation) joint account owner(s) or (in the case of non-personal accounts, for example, corporate or Self-Managed Super Fund accounts) one or all account signatories, is required before we can act on an instruction (for example, withdraw or transfer money, change your daily withdrawal limit, set up or cancel direct debits or close the account). If you don't let us know your preferred method of operation, we will take instructions from any joint account holder or account signatory — that is, sole operation applies. The method of operation that you instruct us to apply is subject to the following exceptions:

- (a) Any joint account holder (or authorised signatory) acting on their own will always be permitted to:
  - Change the account from sole to joint operation.
  - Change the method of delivery for account statements and notices — for example, from paper to electronic or electronic to paper.
  - Change the account address. The account address is the address you nominate, when you open your account, as the address to which you want us to deliver your account statements and notices.
  - Switch your account type to another account type to which these terms

and conditions apply. You agree that these terms and conditions (as amended from time to time), will apply to the new account type that your account is switched to.

- Place a stop on the account, for example in case of a dispute between account owners.
- (b) Authorisation from all account holders (or authorised signatories in the case of a non-personal account) is required before we will change your method of operation from joint to sole operation.
  - (c) Even if your method of operation is sole operation, we will never permit an account signatory (in the case of a non-personal account) to appoint or remove another account signatory. Account signatories can only be appointed or removed by the account holder(s).
  - (d) All account holders will need to provide consent when appointing an account signatory on a personal account, regardless of the preferred method of operation.
  - (e) Any one account holder can remove an account signatory on a personal account, regardless of the preferred method of operation.

If an account owner or signatory takes out more money than is currently available in the account, we can ask any account owner to repay it.

If a joint account owner passes away, the account belongs to the other account owner(s).

A signatory may register and maintain a PayID for your account, including locking or closing a PayID or initiating a PayID transfer to another account in accordance with the specified method of operation and the PayID Terms and Conditions. For this purpose, you agree that the

signatory may use your name, account name, telephone number and email address. You also agree that we may use, store or share this information with the PayID service for others to access when facilitating payments or registering PayIDs and for reasonable secondary purposes including transaction tracing and investigations. A copy of the PayID terms and conditions is available at [commbank.com.au/payid](http://commbank.com.au/payid)

A signatory may establish and authorise Payment Agreements with Merchants or Payment Initiators who offer PayTo as a payment option. Please refer to the Electronic Banking Terms and Conditions for information about managing PayTo Payment Agreements. You acknowledge that you authorise us to collect, use and store your name and account details (amongst other information) in the Mandate Management Service, and that these details may be disclosed to the financial institution or payment processor for the Merchant or Payment Initiator, for the purposes of creating payment instructions and constructing NPP Payment messages and enabling us to make payments from your account.

## 2.4. Using your account if you're under 18.

If you're younger than 14, you'll need a parent or guardian's permission to use your account.

If your parent or guardian gives you permission to use your account or open a new one, you can also use any other accounts in your name — including accounts opened in the future.

When you turn 14, you will be able to operate all accounts which have been opened in your name. You can also ask us to remove your parent's or guardian's access at this time. For accounts held in

your individual name only we will remove the authorised operator when you turn 18, or when we become aware you have turned 18. For joint accounts you will need to contact us to request the removal of any authorised operators.

If you have a Youthsaver account held in your individual name only, we'll contact you prior to you turning 18 or when we become aware you have turned 18 to transfer you to one of our other savings or transaction accounts. For joint accounts you will need to contact us to request for your account to be switched to one of our other savings or transactions products.

If you're under 18, where permitted by law, we may allow any parent or guardian to act on your behalf in relation to your account.

#### **2.4.1. Parental controls and limits when you're under 18.**

The person(s) who is listed with us as the parent or guardian authorised to operate your Smart Access account, can set a weekly limit on the withdrawals that can be made from your Smart Access account using a card.

Only the following withdrawals are included in the weekly limit (a week is the full period between midnight and midnight on Sunday in Australian Eastern Standard time):

- Cash withdrawals from ATMs, through EFTPOS and in branch; and
- Purchases made through EFTPOS and online.

If a parent or guardian operating authority is added to your Smart Access account:

- Before 4 April 2017, the person(s) who is listed with us as the parent or guardian authorised to operate your Smart Access account can set an initial weekly limit at any amount
- On or after 4 April 2017, the person(s) who is listed with us as the parent or guardian authorised to operate your

Smart Access account can set an initial weekly limit of \$20.

The person(s) listed with us as the parent or guardian authorised to operate your Smart Access account can lock card access to your Smart Access account (including branch transactions) and view or change the limits and locks on cards linked to your Smart Access account at any time via the CommBank app, via NetBank, in branch or by calling 13 2221.

#### **2.4.2. Using a Debit Mastercard when you're under 14.**

If you're under 14, you can apply for a Debit Mastercard linked to your Smart Access account only if your Smart Access account has a parent/guardian operating authority attached to it. When your account has a parent/guardian operating authority attached to it, then no other person, including any person with a parent/guardian or any other operating authority attached to your account, can apply for any of their cards to be linked to your account. If the parent/guardian operating authority is removed after we've issued you with a Debit Mastercard but before you turn 14, your Debit Mastercard will be cancelled.

If your Debit Mastercard is issued while a parent/guardian operating authority applies to your Smart Access account, your Debit Mastercard will be automatically locked against all online transactions and all in-store transactions outside Australia. The person with parent/guardian operating authority can change the locks applied to your Debit Mastercard at any time via the CommBank app. They can also add other locks to your card, including a temporary lock on your Debit Mastercard if you misplace it and a lock on contactless Debit Mastercard payments. The CommBank app Terms and Conditions (available when you download the app) and the Electronic Banking Terms and Conditions (available at [commbank.com.au](http://commbank.com.au) or from your local

CommBank branch) apply when you use the CommBank app.

#### **2.5. Streamline Basic accounts.**

These accounts are available to customers with one of these Australian government cards:

- Commonwealth Seniors Health Card
- Pensioner Concession Card
- Health Care Card

If you're unable to show your concession card when we ask for it, we may close the account or switch it to another account type. If we decide to do this, we will provide you with the required notice set out in section 5.2 of this document.

We may also, at our discretion, offer these accounts to other customers.

You can only have one Streamline Basic account (held solely or jointly). However, in some situations we may allow you to have more than one Streamline Basic account.

#### **2.6. Using an Everyday Offset account.**

An Everyday Offset account is a transaction account that is linked to an eligible CommBank home loan.

An Everyday Offset charges no Monthly account fees or Withdrawal fees but other fees may apply. Refer to 3.2. below for details.

An Everyday Offset account will automatically revert to a Smart Access when you:

- Close your home loan
- Switch your home loan to a home loan type that isn't eligible for the Everyday Offset
- Have an overdraft on your account.

See your Consumer Mortgage Lending Products Terms and Conditions for further details on how the Everyday Offset feature operates.

#### **2.7. Self-Managed Super Fund accounts.**

Each trustee of a Self-Managed Super Fund (SMSF) is an owner of the account. If any of the trustees change, you need to let us know straight away. The trustees are solely responsible for all transactions on the account and ensuring that the SMSF complies with relevant laws.

#### **2.8. Commonwealth Direct Investment Accounts.**

Up to and including 8 September 2024: If your account is linked to a CommSec trading account, you authorise us to debit your account for costs relating to your dealings in securities through CommSec, including brokerage and other fees.

On and from 9 September 2024: If your account is linked to a CommSec trading account, you authorise us to:

- (a) place a hold on funds in your account to cover pending costs relating to your dealings in securities through CommSec, including brokerage and other fees; and
- (b) debit your account for costs relating to your dealings in securities through CommSec, including brokerage and other fees.

Unless you tell us otherwise, each owner or signatory may operate the account independently of each other. If you have a business account password, it can be used for all accounts related to that business and can be used to get account information, update details and stop cheques.

#### **2.9. Information about accounts with cheque access.**

1. Cheque access means being able to take money out of your account using a cheque from a cheque book issued to you on request and linked to your account, or a cheque obtained by you on request, over the counter in branch.

## 3. Interest and fees.

2. Generally, cheques will be cleared in three to seven business days.
3. The drawer of a cheque may ask their bank to stop a cheque – we will act on these instructions if the cheque has not already been paid. If you need to stop payment on a cheque you must contact us immediately with the cheque number – a fee may be charged for this service.
4. Crossing a cheque – that is, drawing two parallel lines vertically on a cheque – acts as an instruction to a bank to accept the cheque only into a bank account and not to cash it.
5. Including the words ‘not negotiable’ in the crossing helps protect the true owner of the cheque if it is lost or stolen. Including the words ‘account payee only’ in the cheque serves as a warning to a bank not to accept the deposit of the cheque except to an account of the named payee.
6. The deletion of the words ‘or bearer’ from a cheque directs the bank to pay the cheque only to the payee or in accordance with the written endorsement of the payee.
7. To reduce the risk of unauthorised changes to a cheque make sure that you write only in non-erasable pen, complete the cheque carefully and fully, do not sign blank cheques, add appropriate crossings and make sure there are no spaces left before or after the amount.
8. Cheques may be dishonoured if they are irregular in some way, including but not limited to, if the cheque is not signed by the drawer or with the drawer’s authority, has been altered without authority from the drawer,

is older than 15 months (stale) or if the cheque bears a date in the future (post-dated).

9. Cheques and other transaction documents become our property when the transaction is processed or the cheque is presented.

### 2.10. Changes to cheque access from 3 June 2023.

1. If you open a new CommBank account from 3 June 2023, cheque access to that new account won’t be available.
2. If a cheque book has not been issued to you on request and linked to your account before 3 June 2023, cheque access to that account won’t be available from 3 June 2023.
3. From 3 June 2023 replacement cheque books will no longer be issued automatically. To order a replacement cheque book if eligible, please contact us or visit your nearest branch.
4. If you have a joint account with cheque access, you can continue to have cheque access until all of the cheques in your cheque book are used. Once you’ve used all of the cheques in your cheque book, cheque access will no longer be available for that account and you will not be permitted to order a replacement cheque book linked to your joint account, from 3 June 2023.
5. If you currently have an account with a cheque book and wish to switch that account to a new CommBank account after 3 June 2023, that existing cheque book will be linked to your new account. You can continue to have cheque access to your new account until you use all of the cheques in that cheque book. Then, cheque access will no longer be available for the new account.

### 3.1. Interest.

Depending on your account type:

- We pay credit interest and bonus interest, calculated on the daily positive closing account balance.
- We charge interest on overdrawn amounts, calculated on the daily negative closing account balance.

We pay or charge interest regularly at the times shown in tables 3.1.1. and 3.1.2. below, as well as when you switch accounts or an account is closed.



For our current interest rates, see Interest Rates on Transaction, Savings and Investment Accounts or visit [commbank.com.au](https://commbank.com.au)

#### 3.1.1. Interest we pay on positive balances.

Account type	Account	We pay interest	When we pay it
Transacting	Smart Access, Complete Access and Streamline Basic	On your balance at a tiered interest rate	Quarterly on the first day of March, June, September and December
	Pensioner Security	At a banded interest rate, with interest paid on the portion of the balance within each band	Quarterly on the first day of March, June, September and December
Saving	NetBank Saver	On your balance	Monthly on the first day of the month
	GoalSaver	On your balance at a tiered interest rate. Bonus interest will be paid if you: 1. Make at least one deposit of any amount into your account in the calendar month; and 2. Have a higher account balance at the end of the calendar month than at the start of the calendar month. If you withdraw from your account, deposit more money than you withdrew in the calendar month. For bonus interest eligibility purposes, transactions initiated by the Bank are excluded, such as: • Interest paid into your account do not count as deposits; • Bank or government fees and charges on this account do not count as withdrawals.	Monthly on the first day of the month

Account type	Account	We pay interest	When we pay it
	Youthsaver	<ul style="list-style-type: none"> <li>On your balance at a banded interest rate</li> <li>Bonus interest will be paid on credit balances up to and including \$50,000 if you:               <ol style="list-style-type: none"> <li>Make at least one deposit of any amount into your account in the calendar month; and</li> <li>Have a higher account balance at the end of the calendar month than at the start of the calendar month. If you withdraw from your account, deposit more money than you withdrew in the calendar month.</li> </ol> </li> </ul> <p>For bonus interest eligibility purposes, transactions initiated by the Bank are excluded, such as:</p> <ul style="list-style-type: none"> <li>Interest paid into your account do not count as deposits;</li> <li>Bank or government fees and charges on this account do not count as withdrawals.</li> </ul> <p>Standard interest applies on credit balances over \$50,000 and/or when bonus criteria is not met.</p>	Monthly on the first day of the month
	AwardSaver	<ul style="list-style-type: none"> <li>On your balance at a tiered interest rate</li> <li>Bonus interest if you put money in and don't take money out in a month.</li> </ul>	Quarterly on the first day of March, June, September and December
Investing	Commonwealth Direct Investment, Cash Investment and Cash Management Call	On your balance at a tiered interest rate	Monthly on the first day of the month
Passbooks	Pensioner Security	At a banded interest rate, with interest paid on the portion of the balance within each band	Quarterly on the first business day of March, June, September and December
	Savings Investment	On your balance at a tiered interest rate	Quarterly on the first business day of March, June, September and December
	Passbook Savings	At a banded interest rate, with interest paid on the portion of the balance within each band.	Yearly on the last business day of May

### Things you should know about table 3.1.1.

- A tiered interest rate means, one interest rate applies to your entire account balance. The interest rate which applies to the account will depend on your account balance.
- A banded interest rate means, interest is paid on the portion of the account balance within each balance band, at the applicable rate for that band. For example, the interest we pay on the first \$9,999 of your account balance may be different to the interest we pay on your remaining balance between \$10,000 and \$49,999.
- If you hold more than one of the same account, interest is calculated on each account separately, not on the aggregate of account balances.
- For GoalSaver accounts, one variable bonus interest rate applies to the entire balance, the interest rate depends on your account balance (a tiered interest rate). The standard variable interest applies to the entire account balance (a tiered interest rate).
- Transactions initiated by the Bank include, but are not limited to; bank fees and interest redirected from other CommBank accounts.
- For Commonwealth Direct Investment accounts opened before 1 November 2012, interest is paid quarterly.
- The Bank is authorised under the taxation laws to collect a Tax File Number (TFN), an Australian Business Number (ABN) or an exemption code. It is not an offence if you don't provide a TFN, an ABN or an exemption code, but by law, we may be required to withhold a portion of your interest earned on the account. If you're a non-resident, we may be required to withhold a portion of your interest earned on the account.
- Interest rates including bonus interest rates may be zero. For more information about what rates apply, see *Interest Rates on Transaction, Savings Investment Accounts* document.
- The time that we start calculating the introductory interest for NetBank Saver accounts may be up to 15 days from the account opening date. The 5 month period that the introductory rate applies commences at the time we start calculating interest.
- Your daily positive closing balance takes into account all deposits and withdrawals performed on that day. At times, transactions may be processed or settled on a different day to the day on which they are performed. Where this occurs, the date on which deposits and withdrawals are performed may be shown as the "value date" on your account statement.

### 3.1.2. Interest we charge on negative balances.

Account type	Account	When we charge it
Transacting	Smart Access, Complete Access and Everyday Offset	On the first day of the month
	Pensioner Security	Quarterly on the first day of March, June, September and December
Saving	AwardSaver	Quarterly on the first day of March, June, September and December
Investing	Commonwealth Direct Investment, Cash Investment and Cash Management Call	On the first day of the month

#### Things you should know about table 3.1.2.

- For Commonwealth Direct Investment accounts opened before 1 November 2012, interest is charged quarterly.
- We don't charge interest on GoalSaver, NetBank Saver, Youthsaver or Streamline Basic accounts or if you are under 18. If there are two or more of you, each of you must be under 18.
- Your daily negative closing balance takes into account all deposits and withdrawals performed on that day. At times, transactions may be processed or settled on a different day to the day on which they are performed. Where this occurs, the date on which deposits and withdrawals are performed may be shown as the "value date" on your account statement.

### 3.2. Fees that apply to your account.

Fee	What is it?	How much is it?
Monthly account fee	A monthly fee charged on some accounts	\$4.00 to \$6.00 depending on your account type
Assisted withdrawal fee	A fee charged on some accounts when you take money out: <ul style="list-style-type: none"> <li>• At a CommBank branch or a post office or agency</li> <li>• With telephone banking, if using an operator</li> <li>• By cashing a cheque</li> </ul>	\$3.00

Fee	What is it?	How much is it?
Paper statement fee	A fee charged when you ask us to give you an additional account statement outside the standard cycle	\$2.50
Overdraw fee	A fee charged when you exceed the available funds in your account or any agreed overdraft limit on a given day (see 1.5). This is charged once per account per day, irrespective of the number of overdrawing transactions that day.	\$15.00 per account per day an overdrawing transaction occurs.
Unpaid cheque or debit fee	When we dishonour a cheque or debit presented to us because there isn't enough money in your account.	\$5.00
Unpaid scheduled payment fee	If you don't have enough money in your account for a payment or transfer you scheduled — we try to make the payment or transfer on five successive business days before charging you. This does not include Scheduled Payments that you arrange between your individual and/or joint CommBank accounts.	\$5.00
Cheques negotiated fee	When you write a cheque that needs to be negotiated through the clearing system	\$3.00
Access fee	When you take out money at: <ul style="list-style-type: none"> <li>• ASB Bank ATMs in New Zealand</li> <li>• CommBank ATMs outside Australia.</li> </ul>	\$2.00
	Any other cash withdrawal overseas.	\$5.00 plus 3.5% of transaction value
	Purchases made: <ul style="list-style-type: none"> <li>• Overseas</li> <li>• In Australia (for example online), where the merchant is located overseas or the financial institution or entity processing the transaction is located overseas.</li> </ul>	3.5% of transaction value



Fee	What is it?	How much is it?
Stamp duty on Norfolk Island cheques	A fee on cheques issued in Norfolk Island	\$0.20 per cheque
Transaction listing or ad-hoc paper statement fee	Issue of paper copy of transaction listing, past statements or ordered statements.	\$2.50 each
Stop payment fee	When you ask us to stop payment on a cheque.	\$15.00 per request

### Things you should know about table 3.2.

- Refer to 3.2.1. to see if monthly account, withdrawal or overdraw fees apply to your account and, for the monthly account fee, which fee amount applies.
- Paper statements fees don't apply to Complete Access, Smart Access, Everyday Offset, Pensioner Security, Youthsaver and Streamline Basic accounts.
- All issued paper statements on accounts designed exclusively for electronic use (e.g. NetBank Saver) will be charged the paper statement fee.
- Third parties (such as third-party ATM owners) may charge a fee for use of a card.
- The access fee may be shown on your statement by another name, such as an international transaction or bank withdrawal fee.
- The access fee for cash withdrawal overseas applies to the purchase of items that we consider equivalent to cash, such as money transfers, traveller's cheques or prepaid cards.



For more information about fees, read:



- Electronic Banking Terms and Conditions
- CommBank app Terms and Conditions
- Standard Fees and Charges for International Payments and Travel Funds
- Common Banking Services: Standard Fees and Charges

### Things you should know about table 3.1.2. and 3.2.

- We may elect to waive a fee or charge which we are otherwise entitled to charge under these Terms and Conditions for your account. The failure by us to charge any fee or charge does not constitute a waiver of that fee or charge in the future.

### 3.2.1. Do monthly account fees, overdraw fees or withdrawal fees apply?

Account type	Account	Monthly account fee	Overdraw fee	Withdrawal fee (after exceeding monthly limit)	Monthly fee-free limit
Transacting	Smart Access	\$4	✓	✓	Unlimited electronic withdrawals
	Complete Access	\$6	✓	–	Unlimited withdrawals
	Everyday Offset	–	✓	–	Unlimited withdrawals
	Pensioner Security	–	–	✓	Unlimited electronic and 2 assisted withdrawals
	Streamline Basic	–	–	–	Unlimited withdrawals
Saving	NetBank Saver and Youthsaver	–	–	–	Not applicable
	GoalSaver	–	–	✓	Unlimited electronic withdrawals
	AwardSaver	–	✓	✓	Unlimited electronic withdrawals
Investing	Commonwealth Direct Investment	\$5	✓	✓	Unlimited electronic withdrawals
	Cash Investment and Cash Management Call	\$5	✓	✓	Unlimited electronic withdrawals
Passbooks	Pensioner Security	–	–	✓	Unlimited electronic and 2 assisted withdrawals
	Passbook Savings and Savings Investment	\$5	–	✓	Unlimited electronic and 2 assisted withdrawals

#### Things you should know about table 3.2.1.

- You may qualify for a waiver of your monthly account fee or withdrawal fees — see 3.2.2.
- Other fees may apply to withdrawals, such as the access fee for cash withdrawal overseas. See 3.2 for details.
- If you have a GoalSaver account and receive an Australian Age, Service or Disability Pension credited directly into the account, you will receive 2 extra assisted withdrawals.
- For Passbook Savings and Savings Investment accounts, the monthly account fee doesn't apply while the account is inactive.
- Electronic withdrawals are purchases made via EFTPOS in Australia, cash withdrawals and transfers made at a CBA ATM in Australia, NetBank transfers and Bpay, direct debits/scheduled payments, and withdrawals made using self-service telephone banking.

### 3.2.2. When we won't charge monthly account fees or withdrawal fees.

In these situations, if **M** is listed for your account type, we won't charge you a monthly account fee. If **W** is listed for your account type, we won't charge a withdrawal fee.

#### Transacting accounts.

If...	Smart Access	Complete Access	Pensioner Security
Your Relationship Balance (see definition below) is \$50,000 or more	M	M	–
You have a CommBank Home Loan and meet the eligibility criteria (see eligibility criteria below)	M	M	–
You put in at least \$2,000 each month	M	M	–
You're under 18	M, W	M	–
You're under 30	M	M	–
An Australian Age, Service or Disability Pension is directly credited to your account	M + 2 extra assisted withdrawals	M	2 extra assisted withdrawals
You have a disability that requires you to use a branch (visit a branch to apply)	M, W	M	W

#### Investing and Passbook accounts.

If...	Commonwealth Direct Investment, Cash Investment	Cash Management Call	Passbook Savings and Savings Investment	Pensioner Security with Passbook
Your Relationship Balance (see definition below) is \$50,000 or more	M	M	M, W	W
You have a CommBank Home Loan and meet the eligibility criteria (see eligibility criteria below)	M	M	–	–
You're under 18	M	M, W	M, W	W
An Australian Age or Service Pension is directly credited to your account	–	M + 2 extra assisted withdrawals	M + 2 extra assisted withdrawals	2 extra assisted withdrawals
An Australian Disability Pension is directly credited to your account	–	M + 2 extra assisted withdrawals	–	–
You have a disability that requires you to use a branch (visit a branch to apply)	M, W	M, W	M, W	W

### Things you should know about section 3.2.2.

- Relationship Balance: we won't charge you the monthly account fee (**M**) and/or withdrawal fee (**W**) on an account if:
  - (a) the account:
    - (i) is covered by these terms and conditions
    - (ii) is held solely or jointly in personal name(s),
    - (iii) has been held by you for at least one calendar month since:
      - (A) you opened the account or
      - (B) the pricing offer applicable to the account changed and
  - (b) you have a total of \$50,000 or more in Contributing Accounts (Relationship Balance).
    - Contributing Accounts are all of the accounts covered by these terms and conditions as well as Accelerator Cash, Farm Management Deposit, Private Banking, Term Deposit and Viridian Line of Credit accounts that are held either solely or jointly, in personal name(s)
    - An account is not a Contributing Account if any account holder is a non-personal entity (for example a trustee, company, association or business) or the account is for business purposes.
    - We assess whether you qualify for a Relationship Balance waiver as at the second last business day of each month, with any waiver applying to the fees for that month. For Passbook accounts, any waiver is applied to the fees for the following month.

- Age: for joint accounts, we base the exemption on the age of the oldest account holder.
- If, during a month, you switch account types or price options or your account is closed, the fee exemptions set out in section 3.2.2. do not apply. Fees are instead calculated and charged as outlined in section 3.2.3.
- CommBank Home Loan Eligibility Criteria: With reference to the table in section 3.2.2, we won't charge you the monthly account fee (**M**) on the specified account if:
  - (a) the account:
    - (i) is held solely or jointly in your personal name(s)
    - (ii) has been held by you for at least one calendar month since:
      - (A) you opened the account or
      - (B) the pricing offer applicable to the account changed and
  - (b) you have a CommBank Home Loan that:
    - (i) is held solely or jointly in your personal name(s)
    - (ii) has been held by you for the full calendar month.

### 3.2.3. When we charge fees and how they are calculated.

Monthly account fees and withdrawal fees for transactions made in a month are ordinarily charged to your account on the first day of the following month (including if you switch price options during a month). However, when you switch account types or your account is closed you will be charged these fees on the day the account is switched or your account is closed. For Passbook accounts,

these fees are charged on the first business day of the following month.

The other fees are debited on or after the day the service is provided or the event (for example, cheque dishonour) occurs.

If, during a month, you switch account types or price options or your account is closed:

- The monthly account fee is calculated on a pro-rata basis, based on the account type and price options you hold on the account during the month.
- Withdrawal fees are calculated based on the account type and price option you hold at the time of charging.

### Things you should know about section 3.2.2 and 3.2.3.

- In this section 3, "month" means each calendar month, "day" means each calendar day and "business day" excludes weekends and national holidays.

## 4. What happens if there is a problem?

Contact us straight away (see back page for contact details). You need to tell us as soon as:

- Your card or device is lost or stolen
- You think someone else has used your account without your permission
- You think someone else may know your PIN, password or code
- You notice a mistake or a transaction you didn't make
- You make a mistake when making a payment.

You may be responsible for any financial losses if you don't tell us straight away.

When you'll get a refund	When you won't get a refund	When you'll get a partial refund
<ul style="list-style-type: none"> <li>• It's clear that you or any other user didn't cause the loss</li> <li>• Someone uses a card or device after you or a user tells us it was lost, stolen or misused or that someone else may know the PIN or password</li> <li>• A bank employee or anyone involved in processing your transaction is fraudulent or negligent</li> <li>• The transaction involved faulty equipment, a forged or faulty card or device or an expired or cancelled card, PIN or password</li> <li>• Someone uses your or a user's card, PIN or password before you receive it from us</li> <li>• The transaction didn't need a PIN, password or signature (unless you or a user didn't tell us straight away if the device or card was lost or stolen)</li> <li>• The same transaction is debited to your account more than once</li> <li>• The ePayments Code otherwise entitles you to a refund.</li> </ul>	<p>The security of the PIN, password or other code used to access the account or perform the transaction has been breached, but only if such breach was the dominant cause of the loss.</p> <p>You or any other user:</p> <ul style="list-style-type: none"> <li>• Commits fraud</li> <li>• Tells someone their PIN or password, keeps an undisguised record of them, creates a PIN or password that is easy to guess (like their name or date of birth) or otherwise doesn't comply with the password security obligations under the ePayments Code</li> <li>• Doesn't tell us straight away that their card or device was lost or stolen or that someone else may know their PIN or password (you'll be responsible for transactions after you or the user should have told us)</li> <li>• Leaves their card at an ATM.</li> </ul> <p>If any of these happen, we may hold you responsible for the transaction unless we are able to get a refund for you under the card scheme rules or the ePayments Code entitles you to a refund (for example. Because the loss exceeded your available limit).</p>	<p>When your situation doesn't fall into the first two categories, the maximum we can charge you is \$150 (where the ePayments Code permits), and we refund the remainder.</p>

### 4.1 Unauthorised transactions

An unauthorised transaction is a transaction which is carried out by someone besides you without your knowledge and consent. This does not include, for example, a transaction as a result of a fraudster tricking you into giving them your access codes.

We comply with the ePayments Code to determine your liability for losses resulting from unauthorised transactions.

### 4.2. Getting a refund on unauthorised electronic transactions.

These refund rules apply only to electronic transactions. Call us for information about unauthorised manual transactions (such as cheques or when you sign Debit Mastercard vouchers).

### 4.3. Asking for a refund of an authorised Debit Mastercard transaction.

As a Mastercard member, we are able to request a refund ('chargeback') of a purchase transaction using your Debit Mastercard in certain situations — for example if the goods weren't delivered.

To take advantage of this chargeback process, contact us within 30 days of the date your statement is issued. Otherwise, we may not be able to claim a chargeback for you.

### 4.4. How to lodge a dispute and what happens then.

To request a refund, you can contact us (see contact details on back page) to lodge a dispute. In some instances, you may be able to lodge a dispute through NetBank or the CommBank app. Keep all receipts and records of payment arrangements, to help us resolve any dispute as quickly as possible.

We'll look into your dispute and let you know in writing within 21 days if

it's resolved or if we need more time. If we can't resolve it within 45 days, we'll let you know why. Once it's resolved, we'll notify you and either refund the transaction or give you a reason for our decision.

Chargeback rights don't apply to BPAY payments — but if you notify us of a mistake, we'll do our best to recover the payment. If we can't do so within 20 business days, you'll be liable for that amount.

Refunds can take up to five days to be processed and may be backdated to the transaction date.

A disputed transaction amount is usually refunded to your account at around the time the dispute is successfully resolved in your favour. However, fees and/or interest charged in connection with the disputed transaction may take additional time to calculate and therefore be refunded some time later.

We reserve the right to reverse a refund made to your account on reasonable grounds, including for example, where a refund is paid twice in error resulting in a duplicate payment into your account or a merchant provides evidence satisfactory to us, that you are liable for the transaction. We will notify you in writing after exercising this right.

### 4.5. Mistaken payments.

If you make a mistake (for example, you type in the wrong recipient's details), let us know straight away and we'll attempt to recover the money on your behalf using the processes set out in the *Electronic Banking Terms and Conditions*.

If we are reasonably satisfied that funds have been paid into your account due to another party's mistake, unauthorised activity or fraud and there are credit funds in your account, we may debit your account with the amount of the payment you have received and return it to the other party without giving you notice.

## 5. What you can expect from us.

### 4.6. How to close, stop or cancel your account, card or device.

You can cancel a card or device via the CommBank app, NetBank, or by calling **13 2221** or by visiting your local branch. If you'd like to place a stop, close or cancel an account, you can visit any branch with appropriate identification or call **13 2221**.

To close a transaction account linked to a NetBank Saver account, you'll first need to close the NetBank Saver account or link your NetBank Saver account to another transaction account in the same name.

#### 4.6.1 What happens when a stop is placed on your account.

If we place a stop on your account, you won't be able to take money out until we remove the stop. While there's a stop on your account, your direct debits and scheduled payments will be stopped as well. We'll stop your account or cancel a card or device as quickly as we can. When we cancel a card or device, until you have taken all reasonable steps to destroy the card or device, or return them to us, you are also responsible for transactions you or a user make:

- Where the merchant is not required to get authorisation
- When any of our electronic transaction systems are unavailable.

#### 4.6.2 What happens when your account is closed or cancelled.

When you ask us to close or cancel your account, the account must hold a zero balance. If funds are sent to your account after it has been closed or cancelled, we will accept the funds and transfer them to another CommBank account in your name, if one exists. If one does not exist, we may return the funds to the sender. If this is not possible, we'll let you know

that we have received the funds and how you can recover them. If you don't recover the funds within 6 years, they may be transferred to the Commonwealth as unclaimed monies.

We may not give you notice when funds are sent to your closed or cancelled account and transferred to an alternative CommBank account in your name. However, the deposit will appear on the account statement of the account the funds are paid into.

### 4.7. How to stop a cheque.

As long as a cheque hasn't already been presented, you can ask us to stop payment by calling **13 2221** or visiting your nearest CommBank branch. A fee applies (see 3.2).

### 4.8. Making a complaint.

We try to get things right the first time – but if we don't, we'll do what we can to fix it. You can fix most problems simply by talking to us, so if you need to make a complaint, please call us on **1800 805 605**. We will:

- Keep a record of your complaint
- Give you a name, reference number and contact details for you to follow up if you want
- Give our final response within 30 days.

If we can't complete our investigation within 30 days, we'll let you know why and give you the details of the Australian Financial Complaints Authority – a free, independent dispute resolution service that you can contact if you're not happy with how we handled your complaint (see contact details on back page).

### 5.1. We follow industry codes of practice.

The Banking Code of Practice sets out the standards of practice and service in the Australian banking industry. The relevant provisions of the Banking Code of Practice apply to the products and services covered by these Terms and Conditions. When you carry out an electronic transaction (for example, a purchase transaction or transaction using online, mobile or telephone banking), we warrant that we will comply with ASIC's ePayments Code.

### 5.2. Changes to your terms and conditions.

We can change your account features, interest rates and fees and any other term of your contract. We'll act reasonably when exercising these rights and only do so for legitimate business purposes.

#### When we may make changes

The circumstances in which we may make changes to your contract include but are not limited to:

- (a) when the cost of providing our products or services to you changes;
- (b) as necessary or desirable to comply with or reflect any law, code of conduct, regulator guidance or requirement, or decision of a court or other dispute resolution process;
- (c) to reflect changes in technology or our processes, including computer systems;

- (d) to include new product features or services or to ensure that the terms and conditions match our operational processes;
- (e) to discontinue or replace a product, and for this purpose we may change your product to a different product with similar features to the discontinued or replaced product;
- (f) to consolidate or simplify our terms and conditions and contractual documents;
- (g) to add, change or remove any concessions or benefits;
- (h) to bring us into line with our competitors, industry or market practice or best practice in Australia or overseas;
- (i) to manage risks including credit risk, fraud, operational or regulatory risk; or
- (j) to correct errors, omissions, inconsistencies or ambiguities.

Each of the changes in paragraphs (a) to (j) is a separate right and this clause is to be read as if such change was a separately expressed right.

Without limiting our right under paragraphs (a) to (j), we may from time to time change any of the terms and conditions of your contract for reasons other than the ones mentioned above (e.g. due to unforeseen events).

#### If you don't like a change

If we make a change that you don't like, you can close your account at any time.



## How we tell you about changes.

Change	Minimum notice period	Notice method
<b>Fees and charges</b>		
Introduce a new fee or change the minimum balance to which a fee applies	30 days	In writing <sup>1</sup>
Increase an existing fee	30 days	In writing <sup>1</sup> or by advertising in the national or local media
Introduce or change a government charge	No later than the day of change	In writing <sup>1</sup> or by advertising in the national or local media
<b>Interest rate</b>		
Change an interest rate	No later than the day of change	In writing <sup>1</sup> or by advertising in the national or local media
Change how we calculate interest, how often we charge or pay interest, or which part of your balance interest applies to	30 days	In writing <sup>1</sup>
<b>Transaction limits or liabilities</b>		
Introduce, remove or change transaction limits or increase your liability for losses on transactions with a card, PIN, password or other code	30 days	In writing <sup>1</sup>
Other changes	No later than the day of change	In writing <sup>1</sup> or by advertising in the national or local media
<b>Unfavourable changes</b>		
If we believe a change is unfavourable to you	30 days <sup>2</sup>	In writing <sup>1</sup> or by advertising in the national or local media

<sup>1</sup> Notices in writing may be provided electronically - see 2.1.

<sup>2</sup> We may give you a shorter notice period, or no notice, if changes are required to immediately restore or maintain the security of a system or an individual facility, including the prevention of systemic or individual criminal activity including fraud and scams or to otherwise manage a material and immediate risk.

## 5.3. When you may not be able to access your account.

There may be times when you can't use your account — for example, if our systems are down or faulty, or a merchant or ATM won't accept your card.

## 5.4. When we can suspend or close your account, cancel your card, PIN, password or device or decide not to process a transaction.

We may close your account after giving you reasonable notice.

In some circumstances, we may in our discretion and without liability to you for any loss or damage, suspend or close your account, cancel or suspend your card or other access method, or decline to process or hold the processing of a transaction or dealing or particular types of transactions or dealings without providing you with prior notice. When we do so, we will act fairly and reasonably towards you. Such circumstances may include where:

- Your account has a balance of less than \$10 and you have not used it for at least three months;
- You have not made a deposit or withdrawal on your account for seven years and within that period you, a signatory or your agent, has not notified us that you wish us to treat the account as active (excluding Youthsaver accounts). In this case:
  - balances over a specified amount go to the Commonwealth Government's unclaimed money fund where they may earn interest; and
  - balances below the specified amount will not earn interest and you may apply for the transferred balance to be returned to you at any time;

- If we suspect on reasonable grounds that your account is being used in a way that results in or may cause financial abuse.
- For Pensioner Security Accounts, you stop receiving an eligible Australian pension or allowance;
- For Youthsaver accounts, if the account is used for a purpose other than a child's personal use;
- Your account has been operated in a manner we reasonably consider is unsatisfactory or inconsistent with these terms and conditions;
- You do not provide us with any document or information we reasonably request from you;
- We think your account or access method or the transaction, dealing or type of transaction or dealing may be being used unlawfully including fraudulently or as part of a possible scam or in any way that might otherwise cause you or us to lose money;
- You seek to make a payment to an account or type of account which we reasonably believe may be being used unlawfully including fraudulently or as part of a possible scam or in any way that might otherwise cause you or us to lose money;
- You seek to make a payment to an account which we reasonably believe may be owned or controlled by a cryptocurrency or digital asset exchange;
- We reasonably consider necessary to comply with, for example our financial crimes policies, any laws in Australia or overseas or card scheme rules or to manage any risk or, for a transaction, if your instructions are not clear; or
- We believe on reasonable grounds that you may be (or a signatory using your account may be) a person, acting for or conducting business with a person:

- with whom we are not permitted to deal with by law or a regulatory authority;
- in breach of laws relating to money laundering and terrorism financing.

If you are travelling to a sanctioned jurisdiction, we may without notice suspend your account and any account access methods while you are in that jurisdiction. Should we reasonably suspect you are residing in a sanctioned jurisdiction, we may without notice close your account or any account access methods. A list of sanctioned jurisdictions may be found at [commbank.com.au/sanctionedcountries](http://commbank.com.au/sanctionedcountries).

We may also cancel your Debit Mastercard or Keycard without notice if you haven't used it for six months.

Without limiting our liability to account to you for any funds we receive on your account, we will not be responsible for any loss, cost, expense or other inconvenience you incur when we suspend or close your account, cancel or suspend your card or other access method, or decline or hold the processing of a transaction or dealing.

Except to the extent we act negligently in taking any such action, you must pay any losses, costs or expenses that we incur in relation to any such action, including administrative costs.

Once your account has been closed, you'll still be responsible for any transactions you or a signatory have made to that account at any time prior to closure, even if the transaction is not reflected on the account until after it has been closed.

If funds are sent to your account after it has been closed or cancelled, we will accept the funds and transfer them to another CommBank account in your name, if one exists. If one does not exist, we may return the funds to the sender. If this is not possible, we'll let you know

that we have received the funds and how you can recover them. If you don't recover the funds within 6 years, they may be transferred to the Commonwealth as unclaimed monies.

We may not give you notice when funds are sent to your closed or cancelled account and transferred to an alternative CommBank account in your name. However, the deposit will appear on the account statement of the account the funds are paid into.

If your account has a negative balance, that balance and any accrued interest or fees are payable by you on demand. These terms and conditions will continue to apply while your balance remains negative.

### 5.5. When we may set off and combine accounts.

If at any time you owe us money which is due but not paid, or if you are in default under the terms and conditions of a product that you hold with us (including a loan account or CommSec trading account), we may without prior notice:

- set off the whole or any part of your account balance against any amount you owe us; or
- combine your account with other accounts in your name.

These rights don't apply to a loan account regulated by the National Credit Code, but we may exercise our banker's right to combine accounts. We will act fairly and reasonably towards you when exercising these rights.

If we combine your accounts, you'll have just one balance — and if it is a negative balance, you'll need to repay us this amount.

### 5.6. Making Adjustments.

We will use best endeavours to ensure that our systems and processes calculate and apply fees, interest, reductions,

benefits or other amounts or features as described in these terms and conditions. However sometimes errors do occur, for example due to:

- The limitations of our systems and processes
- The operation of manual processes
- Changes to our systems and processes
- Things that are beyond our knowledge or reasonable control.

Where that happens, without limiting any rights you may have relating to the error, we may, as appropriate, at a later time but as soon as practicable after the error has been identified:

- make adjustments to put you in the same position as if we had applied the correct amount or made the correct calculation initially;
- provide that reduction, benefit or feature to you, and make adjustments to put you in the same position as if we had provided the reduction, benefit or feature as described;
- take the action required, and make adjustments as necessary to put you in the same position as if we had taken the action as described.

### 5.7. Things we need to do to comply with laws.

To comply with laws in Australia or overseas (such as Australia's obligations to combat tax evasion), we may require additional information and may prevent you from transacting on your account until you provide it.

For example, if you are the trustee of a trust, you need to tell us if the settlor or any beneficiary of the trust is a tax resident of a country other than Australia. If the settlor or any beneficiary is itself an entity, this requirement applies to all

individuals who are an ultimate beneficial owner of that entity.

You may need to obtain (and/or provide on their behalf) each individual's name, address, date of birth and tax residency details.

Where you are a trustee, you do not have to give us this information in relation to the settlor if their identity is not known or, if they have no ongoing involvement with the trust and their tax residency is not known. In this case, you confirm after reasonable enquiry, that you do not believe the settlor is an overseas tax resident.

You must keep this information up to date, and notify us promptly of any change. To update this additional information:

- From Australia, call **1300 077 141** between 9am – 5pm, Monday – Friday (your local state time)
- From overseas, call **+61 2 9283 6096** between 9am – 8pm, Monday – Friday (Sydney/Melbourne Time).

Call charges may apply.

### 5.8. How you're protected.

The Banking Act's financial claims scheme covers deposit amounts subject to a limit per depositor. You may be entitled to payment in some circumstances. For more information about the Financial Claims Scheme, visit [fcs.gov.au](http://fcs.gov.au)

### 5.9. Accessing our CommBank Yello recognition program.

When you have an eligible transaction account with us and meet certain eligibility criteria, you may get access to a range of benefits from CommBank Yello, our customer recognition program. Refer to [commbank.com.au/yello](http://commbank.com.au/yello) for more information and terms and conditions.

## 6. Meaning of words in this document.

Term	Meaning
Available funds	The funds that you have in your account that are presently available for you to use. For example, this takes into account your pending card, direct debit and cheque transactions, as well as overdraft limits
Bank	Includes any financial institution that accepts deposits
Card	A Debit Mastercard, Keycard or credit card linked to your account
CommBank app	Includes the mobile and tablet CommBank apps
Device	Any equipment or device used to access your account, including a mobile phone sticker (such as our PayTag) or a passbook
ePayments Code	The ePayments Code published by ASIC, a copy of which is available at <a href="http://asic.gov.au">asic.gov.au</a>
Financial abuse	A serious form of domestic and family violence that may occur through a pattern of control, and results in exploitation or sabotage of money and finances which affects an individual's capacity to acquire, use and maintain economic well-being and which threatens their financial security and self-sufficiency.
Migrated DDR Mandates	An existing direct debit arrangement which has been converted into a Payment Agreements, in order to process payments under those arrangements via the NPP rather than BECS (the Bulk Electronic Clearing System).
Mandate Management Service	The central, secure database operated by NPP Australia Limited to store Payment Agreements.
Password	Any password or code we give a user, or that a user creates, that must be used before we process a transaction. This includes PINs, internet, phone or mobile banking passwords, and codes generated by a security token
PayID	An identifier you can register to receive payments, by linking your bank account to a memorable piece of information, such as your phone number, email address, ABN, ACN or Organisation ID. PayID is also the name of the service that enables direct payment through this identifier so you can send payments to a PayID without the need to remember BSB and account numbers.
Payment Agreement	An agreement established by you and an approved PayTo merchant or payment initiator, by which you authorise us to make payments from your account.
PayTo	A service which enables us to process New Payment Platform Payments from your account in accordance with and on the terms set out in a Payment Agreement you have established with a Merchant or Payment Initiator that subscribes to the service.
PIN	The set of digits you need to enter into a keypad when making transactions with your card at an ATM or merchant terminal
Price option	An offer to a customer as to interest and fees available on a product
Purchase transaction	Includes taking cash out at a merchant, using a card
User	You and anyone else you authorise to perform transactions on your account
We and us	Commonwealth Bank of Australia (ABN 48 123 123 124)
You and your	The person or persons who hold an account. This includes a parent or guardian opening an account and each trustee of an SMSF or other trust account. When two or more of you are parties to the contract your undertakings and agreements in the contract bind you jointly and each of you separately.

# We're here to help.

Contact us.	<ul style="list-style-type: none"><li>• <b>Message us</b> in the CommBank app</li><li>• <b>Call 13 2221</b> or visit <b>commbank.com.au/contactus</b></li><li>• Overseas? Message us or call <b>+61 2 9999 3283</b></li></ul>
Visit our website.	<b>commbank.com.au</b>
Visit your nearest CommBank branch during business hours.	For details, visit our website <b>commbank.com.au/find-us</b>
Access telephone banking for hearing or speech-impaired customers.	<p>Contact us using the National Relay Service — 24 hours a day, 7 days a week:</p> <ul style="list-style-type: none"><li>• TTY users phone <b>133 677</b> then ask for <b>13 2221</b></li><li>• Speak and Listen (speech-to-speech relay) users phone <b>1300 555 727</b> then ask for <b>13 2221</b></li><li>• Internet relay users connect to the National Relay Service via <b>relayservice.com.au</b> then ask for <b>13 2221</b></li></ul>
Make a complaint.	<p>Group Customer Relations Commonwealth Bank of Australia Reply Paid 41 Sydney NSW 2001</p> <p>Free call: <b>1800 805 605</b></p>
Give us feedback.	Online at <b>commbank.com.au/feedback</b>
Contact the Australian Financial Complaints Authority.	<p>Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001</p> <p>Phone <b>1800 931 678</b> or visit <b>afca.org.au</b></p>