



## Medfin Phone Service Terms & Conditions

### General

**1** Medfin offers to make the service available to you on these terms and conditions.

You will be taken to have accepted Medfin's offer when you, or an authorised user accesses, or seeks to access, an account through the service.

Clauses 14 and 36 will apply to you if you are engaged in personal EFT transactions and will prevail over any other provisions in this document to the extent of any inconsistency or conflict.

**2** The service is available on application by you.

**3** Medfin will provide you with a Medfin Member Number and a Pin if you lodge an application for the service and Medfin accepts that application.

**4** Medfin may allow any person who is more than 16 years old authorised by you to be an authorised user. It is your responsibility to ensure that any authorised user is over 16 years of age. An authorised user can only be created in accordance with the procedures specified by Medfin from time to time.

**5** An authorised user who uses a Medfin Member Number issued to the authorised user when accessing your account is able to use the service to access and operate an account in every way available to you.

**6** However, you and Medfin may agree that an authorised user who uses a Medfin Member Number issued to you is restricted to accessing and operating the account in specified ways. For example, such an authorised user may be authorised to use the service to:

**(a)** conducting debit or credit transactions on your account between your account and your nominated account; and

**(b)** access financial information about your account.

**7** An authorised user who uses a Medfin Member Number issued to you to access your account may, if you and Medfin agree, also be authorised to use the service to access and operate the account in every way available to you.

**8** Subject to clauses 9 and 14, you are liable for any use of an account by an authorised user as if the account had been used by you. You are also responsible for all instructions given in relation to your accounts which are authorised by the use of your Pin or the Pin of an authorised user or undertaken by another person with the knowledge or consent of you or of an authorised user.

You should ensure that any authorised user has been provided with, and read and understood these terms and conditions before using the service. If applicable you must also provide authorised users with the information provided to you under clause 36.

**9** An authorised user's right to use the service to access and operate an account will be withdrawn when you have notified Medfin that you want that to happen and you have complied with any procedures specified by Medfin from time to time.

### **Pins and Medfin Member Number**

**10** You or your authorised user may adopt a permanent Pin that is not the same as, or similar to, any other personal identification number you have, or your authorised user has, for any other account or service you have with Medfin. You or your authorised user may change a Pin by visiting any branch of Medfin or by using the service. Medfin reserves the right, at any time without notice, to cancel access to the service by you or an authorised user and to cancel a Medfin Member Number or a Pin.

Please note in respect of personal EFT transactions the requirement that you do not adopt an identical or similar Pin is only a guideline which Medfin strongly encourages you to comply with but your actual liability will be governed by clause 14.

**11** The service may be used only with a correct Medfin Member Number and Pin. You must ensure that you and all authorised users of the service:

- (a)** keep the Pin secret and do not write it down anywhere; and
- (b)** take care to prevent the unauthorised use of the Pin.

Please note in respect of personal EFT transactions, clauses 11(a) and 11(b) are guidelines which Medfin strongly encourages you to comply with but your actual liability will be governed by clause 14.

If a Pin becomes known to any unauthorised person, you or your authorised user must notify Medfin immediately. Medfin will cancel the Pin and give you a new one. Subject to clause 14 Medfin is not liable for any loss or damage suffered by you or any authorised user through misuse of a Pin. If you or your authorised user consider there has been any error in relation to the use of a Pin, you must let Medfin know immediately.

**12** Medfin may allow access to an account by any person using a Medfin Member Number and Pin correctly. The telephone number to call is 1300 728 718 or as advised by Medfin.

**13** Subject to clause 14 you accept that:

- (a)** an order to Medfin by you or an authorised user cannot be stopped once it is received by Medfin;
- (b)** Medfin need not act or may delay acting on any such order;
- (c)** an order may be processed at the option of Medfin on the next business day after the order is given;

**(d)** the correctness of information you obtain through the relevant service is subject to checking by Medfin as part of its normal procedures, and reflects the entries that have been posted to the relevant account at the time the information is obtained;

**(e)** Medfin is not responsible for any breakdown or interruption to the relevant service due to circumstances beyond its control;

**(f)** the service can only be used to transfer funds if the transfer is between your account and your nominated account; and

**(g)** funds may transferred via an account held by Medfin and not transferred direct between your account and your nominated account.

### **Personal EFT transaction liability provision**

**14** This clause sets out important rules which may govern an accountholder's liability for unauthorised transactions. These liability provisions are set out below and override any other clause to the extent of any conflict or inconsistency for all personal EFT transactions.

#### **14.1** No accountholder liability in some circumstances

The accountholder is not liable for:

**(a)** losses that are caused by the fraudulent or negligent conduct of Medfin's employees or agents or companies involved in networking arrangements or of merchants or of their agents or employees;

**(b)** losses arising because Medfin Member Number and/or Pin is forged, faulty, expired, or cancelled;

**(c)** losses that arise from personal EFT transactions which required the use of the Pin and that occurred before you or the authorised user received the Pin;

**(d)** losses that are caused by the same personal EFT transaction being incorrectly debited more than once to the same account;

**(e)** losses resulting from unauthorised transactions occurring after notification to Medfin that the security of the Pin has been breached;

**(f)** losses resulting from unauthorised transactions where it is clear that you or the authorised user have not contributed to such losses.

#### **14.2** Accountholder liability for unauthorised transactions

The accountholder is liable for losses resulting from unauthorised transactions as provided below:

**(a)** where Medfin can prove on the balance of probability that you or the authorised user contributed to the losses through your or the authorised user's fraud or your or the authorised user's contravention of the security requirements in clause 14.3 the accountholder is liable for the actual losses which occur before Medfin is notified that the security of the Pin has been breached.

However, the accountholder is not liable for any of the following amounts:

(i) that portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s) (if any);

(ii) that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period;

(iii) that portion of the total losses incurred on any account which exceeds the balance of that account (including any prearranged credit);

(iv) all losses incurred on any accounts which the accountholder and Medfin had not agreed could be accessed using the Pin.

**(b)** the accountholder is also liable where Medfin can prove on the balance of probability that you or the authorised user contributed to losses resulting from unauthorised transactions because you or the authorised user unreasonably delayed notifying Medfin after becoming aware that the security of the Pin has been breached. The accountholder will then be liable for the actual losses which occur between the time you or the authorised user became aware and when Medfin was actually notified. However, the accountholder will not be liable for any of the following amounts:

(i) that portion of the losses incurred on any one day which exceeds the applicable daily transaction limit(s) (if any);

(ii) that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period;

(iii) that portion of the total losses incurred on any account which exceeds the balance of the account(s);

(iv) all losses incurred on any accounts which Medfin and the accountholder had not agreed could be accessed using the Pin.

**(c)** where a Pin was required to perform the unauthorised transactions and neither paragraph (a) nor (b) applies, the accountholder is liable for the least of:

(i) \$150;

(ii) the balance of those account(s) (including any prearranged credit) from which value was transferred in the unauthorised transactions and which Medfin and the accountholder have agreed may be accessed using the Pin; or

(iii) the actual loss at the time Medfin is notified (where relevant) that the security of the Pin has been breached (excluding that portion of the losses incurred on any one day which exceeds any applicable daily transaction or other periodic transaction limit(s)).

### **14.3 Your responsibilities**

**(a)** Where Medfin provides you or the authorised user with a Pin, you or the authorised user must:

- (i) not voluntarily disclose the Pin to anyone including a family member or friend;
- (ii) not act with extreme carelessness in failing to protect the security of the Pin; and
- (iii) not record the Pin (without making any reasonable attempt to protect the security of the Pin record) on the one article or on several articles so that they are liable to loss or theft simultaneously.

**(b)** Where Medfin allows you or the authorised user to select a Pin or change a Pin, you or the authorised user must not select:

- (i) a numeric code which represents your birth date or in the case of the authorised user the authorised user's birth date; or
- (ii) an alphabetical code which is a recognisable part of your name or in the case of the authorised user the authorised user's name.

Either of these selections may mean you are liable for losses caused by unauthorised transactions caused by a breach of the security of the Pin.

### **14.4 Failure of Medfin equipment or Medfin system**

Medfin will be liable to you or (if relevant) the authorised user for losses you or the authorised user suffer caused by the failure of Medfin's equipment or Medfin's system to complete a personal EFT transaction accepted by Medfin's system or Medfin's equipment in accordance with your or the authorised user's instructions.

However, where you or (if relevant) the authorised user should have been aware that Medfin's equipment or Medfin's system was unavailable for use or malfunctioning, Medfin's responsibilities will be limited to the correction of any errors in the accountholder's account and the refund of any charges or fees imposed on the accountholder as a result. Medfin will also not be liable for any losses caused by the failure of Medfin's equipment or Medfin's system where Medfin's system or Medfin's equipment had not accepted the personal EFT transaction.

### **14.5 Advising Medfin**

If you or an authorised user believe the security of a Pin has been breached you or the authorised user must advise Medfin as soon as possible. Please visit your nearest branch or call Client Services 1300 728 718

Once Medfin has been notified of these matters the accountholder's liability for further personal EFT transactions will be limited.

Where telephone facilities for notification are not available during particular periods, any losses occurring during these periods that were due to non-notification are deemed to be the liability of Medfin, providing notification is made to Medfin within a reasonable time of the facility again becoming available.

Medfin, will acknowledge a report made by you or the authorised user and you or the authorised user should record or retain this acknowledgement.

**14.6** Not used

**15** Not used

**16** Not used

**17** Not used

**18** Not used

**19** Not used

**21** Not used

**22** Not used

**23** Not used

**24** Not used

**25** Not used

**26** The terms and conditions are in addition to and do not replace any of Medfin's terms and conditions for an account. If there is any inconsistency between the terms and conditions applying to the account and these terms and conditions, these terms and conditions will apply to the extent of that inconsistency.

**27** You or Medfin may end the service at any time by giving a written notice to the other. If you do not use the service for 12 months, Medfin may end it without notice to you.

**28** You agree to pay to Medfin its standard fees relating to the service, the amount and nature of which are detailed in the application form for the service

Fees will be debited to your account.

### **Complaint investigation and resolution**

**29** Notify Medfin

If you believe that there has been an error in a transaction, instance of unauthorised transaction, or error in your statement of account, promptly notify Medfin. Please refer to the contact details in the General

Information section of this brochure. All relevant information available to you regarding the complaint is to be disclosed to Medfin.

You may be required to report any unauthorised transaction to the police and to provide Medfin with a copy of such report. You may also be required to complete a statutory declaration detailing particulars of the disputed transaction.

### **29.1 Written Advice**

Should Medfin be unable to resolve the matter immediately to your satisfaction, Medfin will provide you with a written advice of Medfin's procedures by which it will be investigated and handled further.

Medfin will acknowledge receipt of your claim, and within 21 days of receipt of the complaint Medfin will advise you in writing of either:

- (a)** the outcome of Medfin's investigation, detailing the reasons for Medfin's decision with reference to the specific terms of the Terms and Conditions where appropriate; or
- (b)** the need for more time to complete Medfin's investigation.

Unless there are exceptional circumstances, of which Medfin shall advise you in writing Medfin may require up to 45 days from receipt of your complaint to complete Medfin's investigations.

### **29.2 Monthly Updates**

Where an investigation continues beyond 45 days, Medfin shall provide you in writing with:

- (a)** the reasons for the delay;
- (b)** monthly updates on the progress of Medfin's investigation; and
- (c)** a date when a decision can be reasonably expected;

except where Medfin is awaiting a response from you and Medfin has advised you of this fact.

### **29.3 Financial Ombudsman Services**

If, because of a delay in giving a final decision, you have a right to take a matter to the Financial Ombudsman Services or some other external dispute resolution scheme, Medfin will advise you in writing about that right within 5 business days of the day on which you acquire it.

### **29.4 Account Adjustments**

If Medfin concludes, as a result of Medfin's investigations, that your account has been incorrectly debited or credited, Medfin will promptly adjust your account (including any interest and charges) accordingly and notify you in writing of the amount by which your account has been adjusted as a result.

If Medfin concludes from its investigations that your account has not been incorrectly debited or credited, or in the case of unauthorised transactions, that you have contributed to at least part of the loss occasioned by the unauthorised use, Medfin will supply you with copies of any document or other evidence on which Medfin based its finding and will advise you in writing whether there was any system or equipment malfunction at the time of the transaction.

## 29.5 Senior Management Review

If you are not satisfied with Medfin's findings you may request, in writing, a review of these findings by Medfin's Senior Management. Please direct such requests in writing to:

Medfin Australia Pty Ltd  
Senior Leadership – Dispute Resolution  
Po Box 304  
St Leonards NSW 1590

After this further review, should you remain dissatisfied with the findings of the investigation, external avenues of complaint may exist including for example the Financial Ombudsman Services, Consumer Affairs Department, Small Claims Tribunal and, the Banking Ombudsman.

For the purposes of clause 29 references to you include authorised users (where applicable).

## General matters

### 30 Code of Banking Practice and EFT Code

#### 30.1 EFT Code

Medfin warrants that it will comply with the EFT Code for all personal EFT transactions.

#### 30.2 Code of Banking Practice

Relevant provisions of the Code of Banking Practice apply to the **service** to the extent it is used for an **account** which is regulated by the National Credit Code.

**You** can obtain from **Medfin** upon request:

- (a) information on **Medfin's** current interest rates and standard fees and charges relating to this **service** if any;
- (b) general descriptive information concerning **Medfin's** services including:
  - (i) **account** opening procedures;
  - (iii) **Medfin's** obligations regarding the confidentiality of **your** information;

- (iv) complaint handling procedures;
  - (v) the advisability of **you** informing **Medfin** promptly when **you** are in financial difficulty;
  - (vi) the advisability of **you** reading the terms and conditions applying to each service **Medfin** provides to **you**;
- (c) general descriptive information about:
- (i) the identification requirements of the Anti Money Laundering and Counter Terrorism Act 2006;
  - (ii) the options available to **you** under the tax file number legislation; and
- (d) a copy of the Code of Banking Practice.

### **Amendments**

**31** In addition to the other changes Medfin may make to these terms and conditions which are detailed in these terms and conditions, Medfin may change any other of these terms and conditions (including by imposing new fees or charges, changing the amount, type or method of calculation of fees and charges payable). Medfin will make any changes in accordance with any applicable legislation and industry codes.

### **32** Important alterations

Medfin will give accountholders at least 30 days (or any longer period allowed by law) written notice of:

- (a)** any change to or imposition of a daily or periodic transaction limit, or change to the type of accounts on which transactions may be made, or type of transactions that may be made; or
- (b)** an increase in the accountholder's liability for losses relating to EFT transactions.

### **33** Other changes

Unless otherwise specified in these terms and conditions or separately agreed between you and Medfin, Medfin will give you notice of changes as set out below and you agree to receiving notice in such ways:

- notice of changes to fees and charges (including the introduction or increase of charges relating solely to the use of your Pin or Medfin Member Number or the issue of an additional or replacement Pin or Medfin Member Number) will be given in writing at least 30 days before the change takes effect;
- notice of changes to government fees and charges will be given by media advertisement, in writing or electronically as soon as practicable after, but no later than 3 months after, the change takes effect; and
- notice of any other changes to these terms and conditions will be given in writing at least 30 days before the change takes effect.

However, to the extent permitted by any applicable legislation and industry codes Medfin reserves the right not to give advance notice when changes are necessitated by an immediate need to restore or maintain the security of Medfin's systems or individual accounts.

### **Recording of telephone calls**

**34** Medfin may arrange for all telephone calls to the service to be recorded for training and quality control purposes.

### **Accounts with other entities**

**35** Where an account is maintained with an entity other than Medfin, you agree that these terms and conditions including, but not limited to, the terms and conditions with respect to accepting and acting on the instructions of you or an authorised user, the irrevocable nature of such instructions, the allocation of liability (including your indemnity) and the responsibilities of Medfin (including any release provided by you) also apply for the benefit of that other entity.

### **Additional provisions governing personal EFT transactions**

**36** The following additional provisions apply only to personal EFT transactions.

#### **36.1** Amounts transferred

Medfin reserves the right to limit the amount which may be transferred from an account using the service.

You will be advised of these specific limits when you sign up to the service, and you will be subsequently advised of any change to these limits. The limits advised by Medfin are not an undertaking by Medfin to so limit the amounts transferred by use of the service. However, the advised limits do limit your liability for unauthorised transactions.

#### **36.2** Number, type of accounts and transactions which can be made

You will be advised of the accounts and transactions you can undertake using the service when you sign up to the service.

#### **36.3** Other restrictions

If you use the service to conduct personal EFT transactions using equipment provided by merchants or other financial institutions, be aware that the merchants or other financial institutions may impose their own restrictions or limits on the use of the service.

Medfin is not responsible for these restrictions.

### **Meaning of words**

**37 account** means each account you have which Medfin has determined is accessible by the service.

**accountholder** means a person who has an account in their own name or, if in joint names, in respect of which Medfin may act on the instructions of any one or more of them.

**authorised user** means a person who you have authorised under clause 4 to operate an account through the service.

**business day** means a day other than a Saturday or a Sunday or a day gazetted as a public holiday throughout Australia.

**business EFT transactions** means the part of a funds transfer which is the debiting of value from or crediting of value to an account that is designed by Medfin primarily for use by a business and established primarily for business purposes.

**EFT Code** means the Electronic Funds Transfer Code of Conduct.

**merchants** means providers of goods and services.

**nominated account** means the account with another financial institution that you use to transfer funds to or from an account through the service. This account may be known on the service as 'your bank account' or any other term nominated by Medfin from time to time through the service or otherwise.

**Medfin** means Medfin Australia Pty Ltd ABN 89 070 811 148 and its successors and assigns.

**Medfin Member Number** means a 'Medfin Member Numberentification Number' issued by Medfin.

**Pin** means the Pin authorised by Medfin for you to use to access the service.

**personal EFT transaction** means an electronic funds transfer to or from accounts using the service which is not a business EFT transaction.

**service** means the telephone service Medfin makes available to enable the receipt and transmission of information (including in relation to an account).

**unauthorised transaction** means any personal EFT transaction where you or an authorised user claim that you or an authorised user did not engage in or have knowledge of or consent to the personal EFT transaction even though your Medfin Member Number and/or Pin or (if relevant) the authorised user's Medfin Member Number and Pin were used to generate the disputed transaction.

**you/your** in clause 1 means an accountholder who has received these terms and conditions and otherwise you means an accountholder who has accepted these terms and conditions and your has a corresponding meaning.

For more information call **Medfin** Client Services on 1300 728 718 from 8.30 am to 5.30 pm (Sydney EST) EST, Monday to Friday.

©2010 Medfin Australia Pty Ltd ABN 89 070 811 148