

Supplementary Product Disclosure Statement

This document was prepared on 29 February 2008.

This document is a Supplementary Product Disclosure Statement (“SPDS”) to the Product Disclosure Statement (“PDS”) for the St. George Fixed Term Account. This document must be read together with that PDS.

Overview

The PDS (as amended by this SPDS) is only for use by investors through a superannuation fund, investor directed portfolio service, IDPS-like scheme or other trust, service or account (“IDPS”) operated or administered by Asgard Capital Management Limited ABN 92 009 279 592 (“Asgard”). If an investor (“IDPS investor”) directs Asgard to deposit funds into a Fixed Term Account, the funds will be held in the name of Asgard. A reference to “you” and “your” in this PDS is a reference to Asgard.

This SPDS sets out changes to the Fixed Term Accounts – Term Deposits and Internet and Phone Banking Terms and Conditions and General Information booklet, which is one part of the PDS. In addition, any reference to internet or phone banking in the PDS should be ignored, as these services are not available to Asgard or any IDPS investor.

A Fixed Term Account will commence on the date that Asgard places the funds on deposit with us (“Commencement Date”), which will generally occur on a fortnightly cycle. Interest will be payable by us from the Commencement Date. If Asgard is directed by an IDPS investor to deposit funds into a Fixed Term Account prior to a scheduled Commencement Date, Asgard will place the money into an at-call account with us.

Interest paid to Asgard:

- on money held in the at-call account (until it is transferred into a Fixed Term Account); and
- on the Fixed Term Account,

will be allocated by Asgard to relevant IDPS investors and credited to the cash balance or cash account that is part of their account with the IDPS.

Please note, funds cannot be withdrawn from a Fixed Term Account in any circumstances before the term ends.



If you have a percentage investment profile in your Asgard IDPS

Where an IDPS investor, who has an account in an IDPS with a percentage investment profile, directs Asgard to deposit funds into a Fixed Term Account by allocating a percentage of their account to a Fixed Term Account, Asgard will act on that direction in relation to the balance of the IDPS investor's account at the time of the allocation and in respect of all subsequent deposits to the account only until the next scheduled Commencement Date, at which point the allocation in the profile to a Fixed Term Account will be replaced with an allocation to Money Market Account.

All deposits and income credited to an IDPS investor's account after the Commencement Date, including any interest and the proceeds from the maturity of the relevant Fixed Term Account, will be invested according to the amended profile, across all investments in the profile (which will include Money Market Account instead of the Fixed Term Account), until or unless Asgard receives other investment instructions.

Specific changes to terms and conditions

The following changes have been made to the Fixed Term Accounts – Term Deposits and Phone and Internet Banking Terms and Conditions and General Information booklet:

Page 2 – delete the fourth paragraph.

Page 7 –

- a. delete the grey box and all of the text within the grey box titled Risks:
- b. delete the third paragraph:

“If we repay your Fixed Term Account before the end of the account term, we reduce the interest rate from the date the account commenced to the repayment date. Please see clauses 22.20 to 22.23 and the Interest Rate Brochure for more information.”

Page 8 – delete the second paragraph:

You can get details on the latest fees and charges payable in relation to your Fixed Term Accounts at any of our branches or you can ring the General Customer Enquiries phone number on the back of this booklet.

Pages 9, 10 and 11 in clause 1, Important Words – delete the following definitions:

Access Method, at risk, EFT Account, EFT System, EFT Transaction, grace period, Internet and Phone Banking, Internet and Phone Banking Customer Access, Internet and Phone Banking Security Number, Internet Banking Password, Secure Code, Secure Code Service, Two Factor Authentication.

Page 10 – delete the definition of “PDS” and replace with:

“PDS” means the Product Disclosure Statement for your Fixed Term Account. The PDS for your Fixed Term Account is made up of these terms and conditions and the Interest Rate Brochure;”

Page 11 – delete the definition of “you” and replace with:

“you” means the account holder which is Asgard Capital Management Ltd ABN 92 009 279 592 in relation to a Fixed Term Account.

Page 12 – delete clause 2.1 and replace with:

“The PDS sets out all the terms and conditions that govern your Fixed Term Account.”

Page 13 – delete clause 3.3A (e)

Page 16 – delete clause 5.2

Page 20 – delete clause 11.6

Page 21 – delete clause 12.1 and 12.2 and replace with:

“12.1 The interest rate on a Fixed Term Account at any particular time is set out in the Interest Rate Brochure available at that time.

12.2 The Interest rate on a Fixed Term Account will not change during the term of the account unless agreed between you and us.”

Page 23 – delete clause 16.2

Pages 23 and 24 –

A. delete clauses 17.1, 17.2 and 17.3 and replace with:

17.1 You may only withdraw the balance of your Fixed Term Account when the term of the account ends.

17.2 We pay out the funds from your Fixed Term Account only into an at-call account with us in your name or another account as directed by you.

B. renumber clauses 17.4 and 17.5 to 17.3 and 17.4.

Page 28 in clause 19.1 – delete the text

“, or if we repay your Fixed Term Account before the end of the account term,”

Page 30 –

a. in clause 22.1 – delete the text:

“Please see clause 22.20 to 22.23 for information on withdrawing a deposit before the term of your Fixed Term Account ends.”

and replace with the following:

“A deposit cannot be withdrawn before the term of your Fixed Term Account ends.”

b. delete clause 22.2 and replace with:

“You may only choose the length of the term of your Fixed Term Account when you open the Fixed Term Account.”

c. delete clause 22.4 and replace with:

“We may refuse to accept any deposit for a term and may set maximum and minimum amounts for deposit and terms.”

Page 31 –

a. delete clauses 22.5 and 22.6 and replace with:

“22.5 The Interest rate on a Fixed Term Account will not change during the term of the account unless agreed between you and us.”

22.6 Interest on your Fixed Term account will be paid on maturity or as agreed between you and us.”

b. in clause 22.8 – delete the last sentence:

“The option for payment of interest by cheque is not available

for Fast Track Guarantee and a Fixed Term Account when you use the amount in the account to secure a bank guarantee issued by us at your request to a third party.”

Page 32 – in clause 22.9(c) delete the text:

“(not available for Fast Track Guarantee and a Fixed Term Account when you use the amount in the account to secure a bank guarantee issued by us at your request to a third party)”.

Pages 32 to 34 – delete the heading Renewing your Fixed Term Account and delete clauses 22.11, 22.12, 22.13, 22.14, 22.15, 22.16 and 22.17.

Page 34 – delete the heading Withdrawing at the end of the term and delete clauses 22.18 and 22.19.

Page 35 – delete the heading Withdrawals during the fixed interest period and delete clauses 22.20, 22.21, 22.22 and 22.23.

Page 32 –

a. insert a new clause 22.11:

“At the end of the term we will pay the balance of the account into an at-call account with us in your name or another account as directed by you.”

b. insert a new clause 23:

“23. Appropriate use of our services

23.1 You warrant that your use of the services we provide will not breach any law of Australia or any other country.

23. 2. Where we consider it necessary for us to meet our regulatory and compliance obligations:

(a) you must provide us with any information we reasonably request;

(b) we will disclose information we hold to regulatory and law enforcement agencies, other financial institutions, third parties and members of the St.George Group; and

(c) we may delay, block or refuse to provide any of our services.

We will not be liable to you or any other person for any loss or damage of any kind that may be suffered as a result of us exercising our rights under this clause.”

Pages 36 to 48 delete the entire section titled Section D – Terms and Conditions that apply to Phone and Internet Banking.

Throughout the PDS delete all references to “Phone and Internet Banking.”

Pages 49 to 53 – delete the entire section titled Section E – General Descriptive Information.

Effective Date: 1 April 2008

Fixed Term Accounts

Term Deposits and
Internet and Phone Banking
Terms and Conditions
and General Information



These terms and conditions were prepared on 29 February 2008. However, they apply to all St.George Fixed Term Accounts only after the effective date shown on the cover.

This Fixed Term Accounts – Term Deposits and Internet and Phone Banking Terms and Conditions and General Information booklet (“terms and conditions”) is part of a Product Disclosure Statement (“PDS”) for St.George Term Deposits and Internet and Phone Banking.

There are two parts to this PDS for Term Deposits. These terms and conditions set out the features, benefits, risks, terms and conditions and fees and charges that will apply to your Term Deposit. The other document that will make up the PDS for a St.George Term Deposit is the current version of our Fixed Term Deposits Interest Rates Brochure (“Interest Rate Brochure”).

These terms and conditions are the PDS for St.George Internet and Phone Banking in so far as that service is used in conjunction with a St.George Term Deposit. These terms and conditions set out the features, benefits, risks, terms and conditions that will apply to St.George Internet and Phone Banking.

Please let us know if you did not receive all parts of the PDS at the same time when:

- you opened your Term Deposit; or
- you requested a copy of the PDS.

The PDS is an important document. Please read the PDS carefully as it will help you to:

- decide whether a St.George Fixed Term Account and Internet and Phone Banking will meet your needs; and
- compare St.George Fixed Term Accounts and Internet and Phone Banking with other accounts and services you may be considering.

Information in this Product Disclosure Statement

Information provided in this PDS is subject to change. Where there is a change to information that is not materially adverse to an account holder (such as a short-term increase in applicable interest rates or a waiver or concession to fees and charges, which may be available only to certain accounts or at certain places or during particular times), we may make that information available through the St.George website stgeorge.com.au or in a brochure available at the specific branch or place to which the changes apply.

The products to which this PDS applies are financial products issued by St.George Bank Limited ABN 92 055 513 070 AFS Licence No. 240997.

You may contact us by:

- calling **13 33 30**. Call 8am to 9pm (AEST), 7 days a week;
- email: stgeorge@stgeorge.com.au or by visiting our website: stgeorge.com.au;
- visiting any of our branches or agencies;
- writing to us at:
Locked bag 1,
Kogarah NSW 1485; and
- faxing us at **02 9952 1081**.

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Section A – Summary of the Features and Benefits, Risks, Fees and Charges

Part 1 – Summary of the Features, Benefits and Risks of our Fixed Term Accounts

Account Features	Information	
Minimum opening balance		\$1000
Can open by phone		✓
Funds at call	Clause 17.1	✗
Overdraft facility option		✗
Interest Offset facility		✗
Statements	Clause 15	✓
ATM mini transaction history		✗
Daily interest calculated on full savings balance	Clause 12	✓
Tiered interest rate	Clause 12	✓
Automatic pension crediting		✗
Bonus interest rates on Account		✗
Choice of term	Clause 22.2	✓
Interest payment options	Clause 22.6 and Interest Rate Brochure	✓
Visa Debit		✗
ATM Maestro/Cirrus Card		✗
Deposit Only Card		✗
Internet Banking	Section D	✓
Phone Banking	Section D	✓
Personal Cheque book		✗
Periodical payments, direct debits and direct credits		✗
BPAY® Payment		✗
Telegraphic transfer		✗
Branch access	Section 7.1	✓
Bank@Post/electronic agencies	Section 7.2	✓
Passbook		✗

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Risks

If we repay your Fixed Term Account before the agreed end of the term, we recalculate all interest (paid and to be paid) on your Fixed Term Account at a reduced rate. We subtract the difference resulting from the interest recalculation first from accrued interest and then from the principal of your Fixed Term Account at the time of withdrawal. Please refer to Part 2 of Section A and clauses 22.20 to 22.23 for more information on the reduced interest rate applicable.

Part 2 - Fees and Charges

There are no account service fees or transaction fees payable on Fixed Term Accounts at the effective date on the cover of this booklet.

If we repay your Fixed Term Account before the end of the account term, we reduce the interest rate from the date the account commenced to the repayment date. Please see clauses 22.20 to 22.23 and the Interest Rate Brochure for more information.

We charge fees for privacy access requests. Please see clause 4.8 for more information about requesting access to the personal information we hold about you.

We do not debit privacy access request fees to your Fixed Term Account. The privacy access request fees are as follows:

Category On Access Request Form	Applicable Fee
Name/Address Personal Details	• Free (No Charge)
Card Personal Details	• Free (No Charge)
Account Information	• Any 1 category = \$15.00 • Any 2 categories = \$30.00
Personal Correspondence Details	• Combination of 3 or more categories = \$45.00 (the maximum fee for an Access Request)
Other	

If we introduce new fees or change those fees, we will notify you in accordance with clause 3.

You can get details on the latest fees and charges payable in relation to your Fixed Term Accounts at any of our branches or you can ring the General Customer Enquiries phone number on the back of this booklet.

Please refer to clauses 13 and 25 for further information on fees and charges.

Important Note

Nearly all financial services provided by us will be “input taxed” under GST. This means that GST of 10% will not be added to the fee/charge for that service. There are a few services provided by us which will be subject to GST of 10%. In these circumstances, GST of 10% has been included in the fees and charges for the services. Where applicable, the fees stated are GST inclusive.

Section B – Terms and Conditions that apply to Fixed Term Accounts and Internet and Phone Banking

1 Important Words

“**Access Method**” means a method we authorise you to use to instruct us through Internet and Phone Banking to debit or credit a Fixed Term Account. It comprises the use of one or more components including a Password, an Internet and Phone Banking Security Number, Internet and Phone Banking Customer Access Number or Internet Banking Password or combinations of these. It does not include a method requiring your manual signature as the main way in which we ensure you gave us an instruction;

“**at risk**” transaction means an Internet Banking transaction or request identified by us as requiring further authentication by Secure Code Service to complete that transaction.

“**Banking Service**” means any Fixed Term Account or Internet and Phone Banking;

“**Business Day**” means a day we are open for business, but does not include Saturday, Sunday or any public holiday;

“**EFT Account**” means an account you hold with us from or to which you can transfer funds through Internet and Phone Banking by use of an Access Method including, amongst other accounts, a Fixed Term Account;

“**EFT Code**” means the Electronic Funds Transfer Code of Conduct, as amended from time to time;

“**EFT System**” means the network of electronic systems used for the transmission of EFT Transactions;

“**EFT Transaction**” means a transfer of funds initiated by an instruction you give through Internet and Phone Banking using an Access Method to debit or credit an EFT Account;

“**Fixed Term Account**” means a Term Deposit you hold with us;

“**grace period**” means the period referred to in clause 22.12, after the date a Fixed Term Account renews, during which you may change the amount, term and

interest payment frequency of your Fixed Term Account or close your Fixed Term Account without incurring penalty interest;

“**GST**” means any tax imposed on the supply of any goods, services, real or personal property or other similar things or similar tax;

“**Internet and Phone Banking**” means any service we offer from time to time through a communication network (including telephone and the Internet) to enable you to receive information from us and to transmit instructions to us electronically, in relation to your Fixed Term Account or other matters we specify;

“**Internet and Phone Banking Customer Access Number**” means the number used in conjunction with the Internet and Phone Banking Security Number and Internet Banking Password to access Internet and Phone Banking;

“**Internet and Phone Banking Security Number**” means the personal identification security number used in conjunction with the Internet and Phone Banking Customer Access Number and Internet Banking Password to access Internet and Phone Banking;

“**Internet Banking Password**” means the password you select for use in conjunction with the Internet and Phone Banking Customer Access Number and the Internet and Phone Banking Security Number to access Internet Banking;

“**Interest Rate Brochure**” means the current interest rate brochure setting out the interest rate that applies to a Fixed Term Account;

“**Password**” means the password or number used in conjunction with your Account and which is not an Internet Banking Password;

“**PDS**” means the Product Disclosure Statement for your Fixed Term Account or Internet and Phone Banking. The PDS for your Fixed Term Account is made up of these terms and conditions and the Interest Rate Brochure. The PDS for Internet and Phone Banking is made up of these terms and conditions;

“**Related Entity**” means a company owned by us;

“**Secure Code**” means a randomly generated code that we send to you to authenticate each “at risk” transaction. The Secure Code is sent to your Australian mobile phone by SMS or landline telephone number by interactive voice response message. This form of authentication is in addition to your Internet Banking Password and Internet and Phone Banking Security Number.

“**Secure Code Service**” means our method of Two Factor Authentication where we send you a Secure Code to authenticate “at risk” transactions performed by you using Internet Banking.

“**Small Business**” means a business employing:

- (a) less than 100 full-time (or equivalent) people, if the business is or includes the manufacture of goods;
- (b) in any other case, less than 20 full-time (or equivalent) people,

but does not include a business that obtains a Fixed Term Account or uses Internet and Phone Banking in connection with another business that does not meet the elements in (a) or (b) above;

“**Two Factor Authentication**” means a security authentication process in which a customer provides a financial institution with two types of identification information to authenticate their identity. The first type of identification information is a piece of information known to the customer. The second type of identification information is information sent by the financial institution to the customer’s physical device, e.g. a mobile phone or a landline phone.

“**we**”, “**us**”, “**our**” and “**ours**” mean St.George Bank Limited;

“**you**” means the account holder in relation to a Fixed Term Account and the user of Internet and Phone Banking in relation to Internet and Phone Banking.

Any reference to a clause in these terms and conditions is to a clause in Sections B-D of these terms and conditions, unless the reference specifies another section.

2 About the PDS

- 2.1 The PDS sets out all the terms and conditions that govern your:
 - (a) Fixed Term Account; and
 - (b) Internet and Phone Banking in so far as that service is used in conjunction with your Fixed Term Account.
- 2.2 You should read the PDS carefully and any other terms and conditions we give you that we inform you apply to your Fixed Term Account or Internet and Phone Banking.
- 2.3 If you are an individual or a Small Business, the relevant provisions of the Code of Banking Practice will apply to the Banking Services you use.
- 2.4 We warrant that we comply with the EFT Code.
- 2.5 If any other information about a Fixed Term Account or Internet and Phone Banking is made available, it may be accessed by calling **13 33 30** between 8.00am to 9.00pm (AEST), 7 days a week, by emailing us at: stgeorge@stgeorge.com.au, by visiting our website: stgeorge.com.au or by visiting any of our branches or agencies.
- 2.6 We have not taken into account labour standards or environmental, social or ethical considerations for the purpose of selecting, retaining or realising the investment for your Fixed Term Account.

3 Changes to the PDS

- 3.1 The PDS can be changed by us at any time if we change it in accordance with any applicable law.
- 3.2 We will notify you of:
 - (a) any change to any of the matters specified in the PDS; and
 - (b) any event that affects any of the matters specified in the PDSin the way set out opposite.

3.3 The following table sets out when and how we will notify you about certain changes or events:

Type of change or event	Notification we will give you
<p>A If we:</p> <ul style="list-style-type: none"> (a) introduce a new fee or charge (other than a government fee or charge – see clause 3.7); or (b) increase any fee or charge (other than a government fee or charge – see clause 3.7); or (c) change the method of calculating interest; or (d) change the frequency that interest is debited or credited; or (e) in relation to an EFT Transaction: <ul style="list-style-type: none"> (i) impose or increase charges relating solely to the use of an Access Method or for the issue of an additional or replacement Access Method; or (ii) increase your liability for losses relating to EFT Transactions; or (iii) vary the daily or periodic transaction limits on the use of an Access Method, Fixed Term Account or Internet and Phone Banking. 	<p>At least 30 days before the change or event affects you.</p>
<p>B If we make any other change that affects the PDS.</p>	<p>On or before the day the change takes effect.</p>

3.4 We will notify you in one of the following ways and you agree to receiving notice in any of these ways:

- (a) in writing. We may give notice in writing to you directly or by media advertisement depending on the change to the PDS; or
- (b) electronically (where the EFT Code and the Code of Banking Practice permit and if you agree – see clause 3.8); or
- (c) in any other way agreed to by you; or
- (d) by notifying your agent in any way agreed to by the agent.

- 3.5 If we give you written notice directly, we will regard that notice as given to you 3 Business Days after we post it by ordinary mail to the mailing address we have last recorded. If you change your address and don't tell us, you will be considered to be notified if we write to the old address.
- 3.6 If your Fixed Term Account is a joint Fixed Term Account and all Fixed Term Account holders live at the same address, you agree that one Fixed Term Account holder will be appointed the agent of the other Fixed Term Account holders for the purposes of receiving notices from us under this clause. This means that only one notice will be sent for your Fixed Term Account.
- 3.7 If the Government introduces or changes a government charge payable directly or indirectly by you, you agree to receiving notice in the media or in writing.
- 3.8 Where the EFT Code and the Code of Banking Practice permit and if you agree, we may use electronic means to communicate with you.

For example, we may send you electronic notices or other communications about our products and services.

- 3.9 We need not give you any notice where a change has to be made to maintain or restore the security of our systems or your Fixed Term Account.

4 Your privacy

- 4.1 When you apply for a Fixed Term Account from us, the application form contains a privacy statement which sets out in more detail how we use and when we disclose your personal information in relation to your Fixed Term Account and Internet and Phone Banking.
- 4.2 We handle your personal information in accordance with the privacy statement in the application form for your Fixed Term Account or our privacy brochure, entitled "Protecting Your Privacy". You can obtain a copy of the brochure by asking at any St.George branch or by calling 13 33 30. Our privacy policy is also available by visiting our website at stgeorge.com.au
- 4.3 We acknowledge that, as well as our duties under legislation, we owe a general duty of confidentiality to you. However, in some cases we may disclose your personal information if:

- (a) disclosure is compelled or permitted by law; or
- (b) there is a duty to the public to disclose; or
- (c) our interests require disclosure; or
- (d) disclosure is made with your express or implied consent.

4.4 You agree that we may disclose to a Related Entity:

- (a) information about you that is necessary to enable an assessment to be made of your total liabilities (present and future) to us and that Related Entity; and
- (b) any other information concerning you, if the Related Entity provides financial services related or ancillary to those provided by us, unless you tell us not to in writing. Please refer to the General Descriptive Information in Section E of these terms and conditions for information about how you may tell us not to disclose information.

4.5 We, or any Related Entity to whom we disclose information pursuant to clause 4.4, may disclose information about or provided by you to employees or outside contractors for the purpose of our or the Related Entity's businesses. Any outside contractor to whom we or a Related Entity disclose information will have access to that information only for the purpose of our or the Related Entity's business and will be strictly prohibited from using that information for any other purpose whatsoever.

4.6 You agree that we may disclose information about you in those cases where the Privacy Act 1988 (Cwlth) permits disclosure of such information.

4.7 If your Fixed Term Account is in more than one person's name you agree that each person may use the Fixed Term Account and have access to information about the Fixed Term Account without your consent.

4.8 On a written request by you, we will provide you with our record of your address, occupation, marital status, age, sex, accounts with us and information relating to those accounts. We may charge you our reasonable costs of supplying this information. Any fee is shown in Part 2 of Section A of these terms and conditions. You may request the correction of any of this information concerning you that we hold. We will deal with your

request for access to information or correction of information within a reasonable time.

- 4.9 You must promptly inform us of any change of name or address.
- 4.10 Unless you give us a written instruction not to do so, we may from time to time send you information concerning financial and other services offered by us or Related Entities.
- 4.11 Further, you may from time to time be contacted by representatives of us or Related Entities. Those representatives may be either employees of, or contractors to, us or the Related Entity. Any person who contacts you will have access to information about, or provided by you only for the purpose of our or the Related Entity's business and will be strictly prohibited from using that information for any other purpose whatsoever.

5 Security and permitted disclosure of a Password and Internet and Phone Banking Access Methods

- 5.1 For your own security against loss, you should safeguard your Password and Internet and Phone Banking Access Methods. Further information about keeping your Password and Internet and Phone Banking Access Methods secure is set out in clauses 18 and 31.
- 5.2 If you want a third party to collect information about your Fixed Term Accounts from us so that it can be aggregated with information about accounts you have, you may be asked to give details of your Internet Banking Password, an Internet and Phone Banking Security Number or an Internet and Phone Banking Customer Access Number to that third party. Before doing so, you must check that the third party is approved by us. We will not treat the disclosure of your Internet Banking Password, an Internet and Phone Banking Security Number or an Internet and Phone Banking Customer Access Number to a third party we have approved as a breach by you of clause 31 (Security of your Internet and Phone Banking Access Methods).

6 Problems and disputes

- 6.1 If you believe an error has been made, please notify us by contacting your nearest branch. We will correct any error that is found to be ours as soon as possible.

- 6.2 If you have a problem or complaint about a Banking Service, you should speak to our Customer Service personnel. You can do this by:
- (a) contacting the branch where the problem arose; or
 - (b) phoning the General Customer Enquiries phone number listed on the back of this booklet.
- 6.3 To assist us in resolving your problem or complaint, you should:
- (a) report it promptly;
 - (b) state clearly the nature of the problem or your particular grievance; and
 - (c) have available all documents and background information.
- 6.4 If the matter is not resolved to your immediate satisfaction, you can follow the dispute procedures set out below. Please also refer to our “Let Us Know What You Think” brochure for further information about disputes. It is available at any of our branches.
- 6.5 You can lodge a complaint at any of our branches or telephone or write to the Senior Manager, Customer Relations at our head office in Sydney. The relevant details are set out on the back of this booklet.
- 6.6 If we do not immediately resolve your complaint to your satisfaction, we will inform you in writing of our procedures for investigating and handling complaints. We will notify you of the name and contact number of the person who is investigating your complaint.
- 6.7 If it is unclear whether you have contributed to any loss, that is the subject of any complaint you make to us, we will consider all reasonable evidence, including all reasonable explanations for a transaction occurring. The fact that your Fixed Term Account has been accessed with the correct Access Methods, whilst significant, will not be conclusive evidence that you have contributed to any loss.
- 6.8 We will not require you to raise complaints or disputes in relation to the processing of EFT Transactions with any other party to the shared EFT System. Where we have been notified by another party to the shared EFT System, or form the view, that a transaction has been debited

or credited incorrectly to your Fixed Term Account, we will investigate. We will make any corrections to your Fixed Term Account we consider appropriate in the circumstances. We will also notify you as soon as practicable, after reversing an incorrect credit.

- 6.9 Normally, we will complete the investigation of your complaint and inform you of the results of our investigation within 21 days of receiving a complaint. Unless there are exceptional circumstances, we will complete our investigation within 45 days.
- 6.10 Where an investigation continues beyond 45 days, we will inform you of the reasons for the delay, give you monthly updates on the progress of the investigation and a date when a decision can reasonably be expected. We will not do this if we have requested a response from you and we are waiting for that response.
- 6.11 We will inform you in writing of our decision relating to an EFT Transaction dispute and, if the dispute is not resolved to your satisfaction, any further action you can take to resolve the dispute. We will inform you in writing of our decision relating to any other dispute in writing, unless we agree with you that the notice can be given verbally.
- 6.12 The next available step is the Banking and Financial Services Ombudsman Limited. This is a free, external and independent process for resolving disputes between banks and customers, provided the Ombudsman has the power to deal with your dispute. In addition, if your complaint relates to the way we handle your personal information, then you have the right to complain to the Ombudsman. The address and phone number of the Ombudsman are listed on the back of this booklet.
- 6.13 If, in relation to an EFT Transaction, we fail to observe these terms and conditions when we allocate liability or when conducting our complaint investigation and dispute resolution procedures and as a result there is unreasonable delay or the outcome of our investigation is prejudiced, we will accept full liability for the amount that is the subject of the complaint.
- 6.14 There are other external avenues for dealing with disputes. Your State or Territory Government has a consumer rights protection agency such as the Department of Consumer Affairs.

7 Branches and agencies

- 7.1 You can open or close a Fixed Term Account at our branches. Also, any of our branches can tell you the balance of your Fixed Term Account on your request.
- 7.2 We may offer a range of banking services through agents appointed by us to provide such services. The full range of banking services provided by us may not be available through any such agent. Please contact our Customer Service Centre, if you require further details. We may pay commissions or make other payments to agents in relation to the banking services they perform under this clause.

8 Trade practices

Nothing in these terms and conditions has the effect of excluding, restricting or modifying any rights which by law cannot be excluded, restricted or modified.

9 GST

- 9.1 We tell you if any fees we charge you are GST inclusive.
- 9.2 If there is a situation in which we are required to pay GST on a payment you make to us, you agree to increase the amount of the payment to include the GST amount.
- 9.3 We will tell you of any additional GST amount you must make on a payment.

Example: If you were to buy a product on which GST is payable, we would charge you a price that included GST at the then current GST rate. The current GST rate is 10%. So, if the nominal cost of the product was \$10, the GST on the purchase would be \$1. The total price of the product would be \$11. We would give you a receipt setting out the GST on the purchase.

This example is illustrative only.

10 Significant taxation implications

Interest earned on your Fixed Term Account is taxable. As the circumstances of each customer are different, we encourage you to seek independent tax advice.

Section C – Terms and Conditions that apply to Fixed Term Accounts

11 Opening a Fixed Term Account

- 11.1 When you open a Fixed Term Account with us, you will need to provide information requested about you and information necessary to enable identification of signatories.
- 11.2 When you open a Fixed Term Account with us, you may quote us your Tax File Number (TFN) or an exemption if it applies. Collection of TFNs by us is authorised by the tax law. Quotation is not compulsory, but tax may be taken out of your interest if you do not quote your TFN or an exemption.
- 11.3 General descriptive information about TFNs is in Section E of these terms and conditions.
- 11.4 If you do not quote your TFN in relation to the account, we are required to withhold tax from interest payments at the top marginal rate (currently 45%) plus Medicare levy (currently 1.5%).

Example: If you earn \$100 on your Fixed Term Account and you have not quoted your TFN in relation to the account, we will withhold \$46.50 from the interest payment and remit it to the tax office as withholding tax you paid. Then we will pay you directly an interest payment of \$53.50 only.

If you quoted your TFN in relation to your Fixed Term Account, in the above example you would receive the interest payment of \$100 directly. Then, you would declare that interest payment as income on the tax return (if any) you must make in the tax year in which you earn the interest.

This example is illustrative only.

- 11.5 We have the right to refuse to open a Fixed Term Account for any person, if we comply with all applicable laws.
- 11.6 You can initiate the opening of a Fixed Term Account by phoning the General Customer Enquiries number on the back of this booklet. If we have not identified you already in relation to another account with us, we will need to identify you in accordance with clause 11.1.

12 Interest

- 12.1 The interest rate on a Fixed Term Account at any particular time is set out in the Interest Rate Brochure available at that time. You can obtain a copy of the Interest Rate Brochure on request or otherwise find out the current rates on St.George Fixed Term Accounts from any of our branches, by calling the General Customer Enquiries number on the back of this booklet or by visiting our website at stgeorge.com.au
- 12.2 The interest rate on a Fixed Term Account will not change during the term of the account unless:
- (a) agreed between you and us;
 - (b) you change the amount, term or interest payment frequency of the account during the grace period. Also, please refer to clause 22.15; or
 - (c) we repay the account before the maturity date.
- 12.3 Interest is calculated daily on the balance of your Fixed Term Account at the end of each day including the day of deposit, but excluding the day of withdrawal.

We calculate the interest on your Fixed Term Account for a day by dividing the interest rate on the account by 365 (even in a leap year) and multiply that sum by the account balance on that day. We accrue that amount with other daily interest amounts we calculate on your Fixed Term Account until the date we pay the accrued interest to you.

Example: If you have a \$20,000 Term Deposit at an interest rate of 5% p.a. on which we pay interest monthly:

- each day we divide 5% by 365 and multiply that sum by \$20,000 to work out the interest on your account for that day
- in a month with 28 days you would receive an interest payment of \$76.71
- in a month with 30 days you would receive an interest payment of \$82.19 and
- in a month with 31 days you would receive an interest payment of \$84.93.

This example is illustrative only.

- 12.4 Please refer to clauses 22.6 and 22.8 for more information on how and when interest is paid.

13 Fees and charges

- 13.1 Part 2 of Section A of these terms and conditions shows current fees and charges on Fixed Term Accounts. You can get details of the most current fees and charges payable on Fixed Term Accounts at any of our branches, or you can ring the General Customer Enquiries phone number on the back of this booklet and we will send you a copy.

- 13.2 We may introduce new fees on Fixed Term Accounts and change any fees on Fixed Term Accounts from time to time. If we do so, we will notify you in accordance with clause 3.

14 Adjustment of debits and credits to your Fixed Term Account

- 14.1 We credit payments to your Fixed Term Account as soon as practicable after we receive them. This is not necessarily the same day that we receive the payment.
- 14.2 We may subsequently adjust debits and credits to your Fixed Term Account, and the balance on your Fixed Term Account, so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a deposited cheque or a direct entry payment is dishonoured). If we do this we may make consequential changes (including to the interest on your Fixed Term Account).

15 Confirmations and other information

- 15.1 Each time you open a Fixed Term Account or your Fixed Term Account matures or is renewed, we will give you a confirmation setting out the details of the account. Also, we may give you other information about your account from time to time.
- 15.2 Copies of account confirmations are available on request. You may contact us at the contact details on the inside cover of this booklet and we will send you a copy.
- 15.3 We will send the account confirmation and any other information to you in one of the following ways:

- (a) in writing;
- (b) electronically (where the EFT Code and the Code of Banking Practice permit and if you agree);
- (c) in any other way agreed to by you; or
- (d) by notifying your agent in any way agreed to by the agent.

15.4 If you are a joint Fixed Term Account holder living at the same address as another joint Fixed Term Account holder of the same Fixed Term Account, you agree that one Fixed Term Account holder will be appointed the agent of the other Fixed Term Account holders for the purposes of receiving the account confirmation and any other information. This means that only one account confirmation or copy of other information will be sent for the Fixed Term Account. If joint Fixed Term Account holders live at different addresses notified to us, on request we will send account confirmations or copies of other information to up to 2 different addresses.

15.5 You should check the account confirmation and any other information we give you carefully and promptly report any error or unauthorised transaction to us.

You can do so by phoning the General Customer Enquiries number on the back of this booklet.

15.6 Clauses 15.1, 15.3 and 15.4 are subject to the requirements of any statute, the Code of Banking Practice and the EFT Code.

15.7 We do not issue statements of account for Fixed Term Accounts.

16 Deposits

16.1 Your Fixed Term Account requires a minimum opening deposit. Please refer to the Summary of Features, Benefits and Risks of our Fixed Term Accounts in Part 1 of Section A of these terms and conditions.

16.2 We may accept large deposits of coin if they are counted and wrapped.

17 Withdrawals

17.1 You may withdraw the balance of your Fixed Term Account when the term of the account ends or during

the term of the account. Other than during the grace period, we will not repay part of the balance of your Fixed Term Account. We reduce the interest rate on your Fixed Term Account if we repay the account during the term of the account. Please refer to clauses 22.20 to 22.23 for more information.

- 17.2 We pay out funds from your Fixed Term Account only into an at-call account with us in your name or by cash or by a bank cheque payable to you, whichever you choose.

We do not notify you if a bank cheque we issue is not presented within a reasonable time after issue.

During the grace period, you may use Internet and Phone Banking to transfer funds from your Fixed Term Account to another EFT Account you hold with us, provided that the remaining balance of the Fixed Term Account is at least \$1000.

- 17.3 Sometimes a branch may not have enough cash to pay a large cash withdrawal. Please give the branch at least 2 Business Days notice if you wish to make a large cash withdrawal from the branch.

- 17.4 See clause 30 for further information on withdrawal limits through Internet and Phone Banking.

- 17.5 We may not allow a withdrawal unless we have proof of identity of the person making the withdrawal which is acceptable to us.

18 Passwords

- 18.1 You may choose a Password for your Fixed Term Account. You may need to use this Password to verify your identity at our branches or when making phone enquiries. At our discretion, we may allow you to use your Password or another identifier other than your manual signature to direct us to transfer funds from your Fixed Term Account or any other account you have with us, including an account with a credit facility. We are not required to do so.

We can refuse to allow you to access your Fixed Term Account if you cannot supply a Password. We strongly recommend that you select a Password that you can remember without needing to make a written record of it or anything which reminds you of it.

- 18.2 The security of your Password is very important. You must not disclose your Password to any other person or record it in any manner that would indicate to any other person that it is your Password. If you fail to ensure the security of your Password, your liability is determined under clauses 18.10 to 18.13.
- 18.3 If you require a memory aid to recall your Password you may make such a record provided the record is reasonably disguised. However, we do not consider that the following examples provide a reasonable disguise, and you agree:
- (a) not to describe your disguised record as a “Password record” or similar;
 - (b) not to disguise your Password using alphabetical characters or numbers: A=1, B=2, C-3, etc;
 - (c) not to select or disguise your Password using any of the following combinations (or parts of them):
 - (i) dates of birth; or
 - (ii) family members’ names;
 - (d) not to store your Password in any low security electronic device of any kind, such as (but not limited to):
 - (i) calculators;
 - (ii) personal computers; or
 - (iii) electronic organisers.

There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your Password. You must exercise extreme care if you decide to record a memory aid for your Password.

- 18.4 If your Fixed Term Account is only used for business purposes, you may wish to give your Password to other people (such as an authorised employee) so they can make enquiries about your Fixed Term Account. However, you should be careful not to let an unauthorised person know the Password. Anyone who knows your Password can have access to your Fixed Term Account (for example, to assist in ordering bank cheques if they become available on the account or to make phone enquiries). You should keep a record of who knows the Password and change the Password if the need arises (for example, if any employee who knows the Password leaves the business).

If your Password is revealed

- 18.5 You must tell us as soon as possible if you become aware of the loss, theft or misuse of your Password or a record of the Password, or if you suspect that the Password has become known to another person. You may notify us by telephoning our 24-hour hotline on the back of this booklet. You will need to give us relevant information you may have. You must confirm in writing any notice you give us by telephone. You must change your Password immediately.
- 18.6 When you report the matter you will be given a notification number (or other form of acknowledgement). You should retain that number as confirmation of the date and time of your report.
- 18.7 If you are unable to report to us because our facilities are unavailable, please tell us within a reasonable time after our facilities become available again.

Liability for unauthorised transactions

18.8 You are not liable for unauthorised transactions, requested of our staff by use of a Password or another identifier other than your manual signature, if it is clear you did not contribute to losses resulting from those transactions. Otherwise, your liability for unauthorised transactions will normally be limited to:

- (a) \$150;
- (b) the balance of the EFT Accounts on which the unauthorised transactions were made and on which we allow you to transact by use of a Password or another identifier other than your manual signature; or
- (c) the actual loss incurred, whichever is the smallest amount.

In some circumstances, you may be liable for a greater amount of unauthorised transactions by use of a Password or another identifier other than your manual signature. Please refer to clauses 18.10 to 18.13 for details of those circumstances.

18.9 You are not liable for losses caused by:

- (a) unauthorised transactions which occur after you have given us notice as required by clause 18.5; or
- (b) the same transaction being incorrectly debited more than once to the same account.

When you will be liable

18.10 You will be liable if you have contributed to the unauthorised use because you:

- (a) voluntarily disclosed your Password to anyone, including a family member or friend; or
- (b) kept a record of your Password (without making any reasonable attempt to disguise the Password); or
- (c) selected a Password which represents an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such a Password; or
- (d) you act with extreme carelessness in failing to protect the security of your Password.

18.11 Your liability under clause 18.10 will not exceed the smallest of:

- (a) the actual loss incurred up to the time we are notified that your Password has become known to someone else or the time we are notified of the existence of unauthorised transactions; or
- (b) the funds available in your EFT Accounts including any agreed line of credit.

18.12 You will be liable if you have contributed to the unauthorised use because you unreasonably delayed in notifying us that your Password has become known to someone else.

18.13 You will be liable for any losses directly attributed to that delay that were incurred before notification. Your liability for these losses will not exceed the smallest of:

- (a) the actual loss which could have been prevented from occurring in the period between when you became aware of the events described above and the time we were actually notified; or
- (b) the funds available in your EFT Accounts.

19 Account combination

19.1 At the end of the fixed term on your Fixed Term Account, or if we repay your Fixed Term Account before the end of the account term, you acknowledge our right at law any time without notice to you to set off or combine any of the balance of your Fixed Term Account with the balance of another of the accounts you hold with us, unless:

- (a) the accounts are not held by the same person or persons; or
- (b) we know that the accounts are held in different capacities (for example, one is held by you as a trustee); or
- (c) doing this would breach the Code of Operation for Centrelink Direct Credit Payments.

19.2 We will give you notice promptly after we combine your accounts.

20 Joint Fixed Term Accounts

- 20.1 The credit balance of a joint Fixed Term Account is held jointly by all Fixed Term Account holders. This means that each Fixed Term Account holder has the right to all of the balance, jointly with the other Fixed Term Account holders.
- 20.2 If a joint Fixed Term Account holder dies, the remaining account holder holds the credit balance and, if there is more than one, those remaining Fixed Term Account holders hold the credit balance jointly.

- 20.3 The joint Fixed Term Account holders must sign an authority, in the form we require, to tell us the method by which they permit operations on the joint Fixed Term Account. Any joint Fixed Term Account holder may ask us in writing to permit operations on the joint Fixed Term Account only if all joint Fixed Term Account holders sign. Also, if we are made aware of any dispute on a joint Fixed Term Account, we may decide to permit operations on the Fixed Term Account only if all joint Fixed Term Account holders sign.
- 20.4 We may accept a cheque to open a joint Fixed Term Account which is payable to any one or more of the joint account holders or partners of a partnership.

21 Authority to Operate

- 21.1 You may nominate a person to operate on your Fixed Term Account by completing an “Authority to Operate” form, available at any of our branches.
- 21.2 By signing an Authority to Operate, you instruct us to allow a person to be authorised to operate on your Fixed Term Account and to conduct any transactions on the Fixed Term Account that you could, including:
- (a) making withdrawals; and
 - (b) using electronic and other access to your Fixed Term Account.
- 21.3 If an Access Method may be used on your Fixed Term Account, the method of operation for the account will be any account holder or signatory to sign. Please refer to clause 30.8 in relation to Internet and Phone Banking access to a Fixed Term Account which requires two or more people to sign.
- 21.4 An Authority to Operate will remain in force until we receive written notice of cancellation or written notice of the death of the person granting the authority and that written notice has been processed by us (this may take up to two Business Days). Notice of cancellation must be signed by all surviving Fixed Term Account holders. We may require a new Authority to Operate before we allow further operations on your Fixed Term Account.

21.5 If there is a dispute notified to us about an Authority to Operate or the owner or owners of a Fixed Term Account, we may refuse to allow operations on your Fixed Term Account until all parties concerned have signed the necessary authority.

21.6 We will not allow a person to operate on your Fixed Term Account until his or her identity has been verified in accordance with procedures prescribed by the Financial Transaction Reports Act and any other identification procedures we require.

21.7 We are not liable for any loss or damage caused to you by persons authorised to operate on your Fixed Term Account, except where it arises from fraudulent conduct by our agent or employee or if we are liable under a statute, the Code of Banking Practice or the EFT Code.

21.8 You consent to us giving any person authorised to operate on your Fixed Term Account information about the account.

22 Term deposits

22.1 The Fixed Term Accounts we make available under these terms and conditions are Term Deposits. A Term Deposit is a deposit where you agree to leave your funds with us for a fixed term. Please see clause 22.20 to 22.23 for information on withdrawing a deposit before the term of your Fixed Term Account ends.

22.2 With a Fixed Term Account, you have a choice of terms from one month to five years. You may only choose the length of the term of your Fixed Term Account when:

- (a) you open the Fixed Term Account; and
- (b) in the grace period after your Fixed Term Account is renewed. Please refer to clause 22.12 for more information on changing the details of your Fixed Term Account during the grace period.

22.3 You cannot assign your Fixed Term Account.

22.4 We may refuse to accept any deposit for a term and may set maximum and minimum amounts for deposits and terms, unless you have a St.George Term Deposit with an option (please see clause 22.14 for more information on St.George Term Deposits with options).

Interest

- 22.5 The interest rate on a Fixed Term Account will not change during the term of the account unless:
- (a) agreed between you and us; or
 - (b) you change the amount, term or interest payment frequency of the account during the grace period. Also, please refer to clause 22.15; or
 - (c) we repay the account before the maturity date.

The interest rate depends on the size of the balance, the term of the deposit and how often you want the interest paid. If we quote you an interest rate, the rate may be different if the deposit is not made on the same day. You can find out the interest rate on a Fixed Term Account for a particular day at any of our branches, by phoning us on **13 33 30** or by visiting our website **stgeorge.com.au** that day.

- 22.6 Interest will be paid on maturity or at those times agreed between you and us, depending on how much you invest and for how long. For a list of all of our interest payment options and rates, please see the Interest Rate Brochure. Any interest payments that fall within 8 working days of the maturity date will be paid at maturity along with the other interest payable up to maturity.
- 22.7 For the purpose of this clause, a “working day” means any day other than a Sunday or a day that is a public holiday throughout Australia.
- 22.8 If interest is paid on a monthly basis, you must also hold an at-call account. We pay your interest into that account. With other interest payment options, you choose whether the interest is reinvested at maturity, paid to a nominated account you have with us or another financial institution, or paid by cheque. The option for payment of interest by cheque is not available for Fast Track Guarantee and a fixed term account when you use the amount in the account to secure a bank guarantee issued by us at your request to a third party.
- 22.9 If interest due and payable by us to you in respect of a Fixed Term Account is to be:
- (a) paid into an at-call account or a nominated account which, is held with us (“Designated Account”) or with another financial institution (“External Designated Account”); or

- (b) reinvested at maturity; or
- (c) paid by cheque (not available for Fast Track Guarantee and a Fixed Term Account when you use the amount in the account to secure a bank guarantee issued by us at your request to a third party).

our liability to you on account of that interest is not discharged until the interest has been (as the case may be):

- (i) credited to the Designated Account; or
- (ii) credited to a new investment with us; or
- (iii) in the case of payment by cheque, credited to our Fixed Term cheques issued general ledger account; or
- (iv) in the case of payment to an External Designated Account, credited to our other bank interest disbursements general ledger account.

22.10 We may credit or debit the interest payable on your Fixed Term Account to the account or other accounts in our records before we discharge our liability to pay the interest under clause 22.9.

Renewing your Fixed Term Account

22.11 We renew your Fixed Term Account when the term of the account ends. We inform you when the term of your Fixed Term Account ends and give you the grace period referred to in clause 22.12 to:

- (a) close the account; or
- (b) change the details (like the amount and the term and the interest payment frequency) of the renewed account. If you have a St. George Term Deposit with an option, we may apply the guaranteed rate to the renewed deposit only if you do not change the account details. Please refer to clause 22.14.

22.12 You must tell us what you want to do with your Fixed Term Account within 14 days of the end of the term of the account. We call this period “the grace period”.

If you do not tell us to close or change the details of your Fixed Term Account during the grace period,

we renew your account automatically for the same term as your maturing account, at a rate of interest set in accordance with clause 22.13. These terms and conditions, as varied in accordance with clause 3, apply to your renewed Fixed Term Account.

If the 14th day after maturity falls on a Sunday or a public holiday, you must tell us what you want to do with your Fixed Term Account no later than the last Business Day before that Sunday or public holiday.

22.13 When we renew your Fixed Term Account, unless you have a St. George Term Deposit with an option, the interest rate changes to the rate current as at the renewal date for a Fixed Term Account of the amount, term and interest payment frequency of your maturing account.

22.14 If you have a St. George Term Deposit with an option, the first time we renew your deposit we will do so for a further term on which we agreed to pay a guaranteed renewal rate of interest, unless you change the details of your account in accordance with clause 22.12.

If, on the first time we renew your St. George Term Deposit with an option, you do not increase the amount of the deposit and do not change the term or interest payment frequency of the deposit, we apply the higher of the guaranteed renewal rate of interest or the then current interest rate, as set in accordance with clause 22.13, to the renewed account. Otherwise, we apply the then current interest rate, as set in accordance with clause 22.13, to the renewed account.

22.15 The interest rate applying to your renewed Fixed Term Account may change if you make any changes to the amount, term or interest payment frequency of the account during the grace period. If you make any changes, we will confirm the interest rate applying to your Fixed Term Account and the other changes in a confirmation we send you immediately after the grace period.

22.16 Any renewed Fixed Term Account must be at least for the minimum amount required by us depending on the investment option you choose.

22.17 If, by the end of the grace period, you have changed the amount, term or interest payment frequency of your renewed Fixed Term Account, the interest rate applying from the renewal date to all balances of the renewed account will be the interest rate we would have applied if your account had renewed with the amount, term and interest payment frequency the account has at the end of the grace period.

Withdrawing at the end of the term

22.18 If you tell us you want to close your Fixed Term Account or you wish to withdraw funds from your Fixed Term Account during the grace period, we will pay the balance of the account or the amount you wish to withdraw into an at-call account with us in your name or by cash or by a bank cheque payable to you, whichever you choose. Please see clause 17.3 for information on notifying a branch if you wish to make a large cash withdrawal. If your Fixed Term Account matures on a day that is not a Business Day, we transfer the funds you wish to withdraw from the maturing Fixed Term Account on the next Business Day. If we transfer the funds you wish to withdraw on that next Business Day, we pay interest on the amount you withdraw between the maturity date and that next Business Day at the interest rate that would have applied if your Fixed Term Account had been renewed automatically under clause 22.12. Also, you can use Internet and Phone Banking to transfer funds from your Fixed Term Account at the end of the term for the account, subject to the limits referred to in clause 30.4.

22.19 If we receive your instructions to close your Fixed Term Account within the grace period (refer to clause 22.12), the interest rate that applies to the balances in your Fixed Term Account during the grace period will be the rate that would have applied to the Fixed Term Account if your account had renewed automatically under clause 22.12.

Clauses 22.20 to 22.23 do not apply to the closure of a Fixed Term Account during the grace period for the account.

Withdrawals during a fixed interest rate period

22.20 You may ask us to repay the balance of your Fixed Term Account during the term of your account. Other than during the grace period, we will not repay part of the balance of your Fixed Term Account. If we repay your Fixed Term Account before the term has ended, interest may be paid at a reduced rate from the date of your deposit until the funds are withdrawn. This means that interest generated on your Fixed Term Account may be recalculated for that part of the term until the funds are withdrawn.

22.21 The recalculation applies to the balance in the Fixed Term Account from the date the account is opened or renewed until the date we repay the account.

22.22 If interest has already been paid to you and interest is recalculated under clause 22.20, the difference between the interest already paid and the amount of recalculated interest will be deducted first from accrued interest and then from the principal at the time of the withdrawal.

22.23 The interest will be recalculated in the circumstances referred to above as follows:

- (a) no interest will be paid on the account if the withdrawal is made within 28 days after the date of the deposit;
- (b) in all other instances, if we repay your Fixed Term Account before the end of the term of the account, then:
 - (i) if the fixed interest rate for your account is 2.50% per year or less, there is no interest adjustment on the account; or
 - (ii) if the fixed interest rate for your account is greater than 2.50% per year, the interest rate that applies to the account from the date of the deposit until the account is repaid will be the fixed interest rate on your account less 1.50% per year.

Section D – Terms and Conditions that apply to Internet and Phone Banking

23 Features and benefits of Internet and Phone Banking

When you open a Fixed Term Account, we issue you with the Internet and Phone Banking service. You can register for Internet and Phone Banking after you open a Fixed Term Account.

Internet and Phone Banking services allow you to complete the following transactions using your computer or telephone anytime, 24 hours, 7 days a week (subject to systems availability and maintenance):

- (a) open Fixed Term Accounts online and earn interest immediately
- (b) check the balance of your Fixed Term Accounts
- (c) when we repay your Fixed Term Account, transfer funds to registered third-party accounts
- (d) at the end of the term applying to your Fixed Term Account, transfer funds from the Fixed Term Account to other accounts you hold with us.

24 Significant risks associated with Internet and Phone Banking

There is a risk of unauthorised transactions occurring on your Fixed Term Account because of computer error or human error or fraud. Please see clause 31 for information about:

- (a) keeping your Internet and Phone Banking Security Number and Internet Banking Password secure; and
- (b) when you will be liable for unauthorised Internet and Phone Banking transactions.

25 Fees and charges

No fees or charges currently apply to Internet and Phone Banking on Fixed Term Accounts. We may introduce new fees on Internet and Phone Banking and change those fees from time to time. If we do so, we will notify you in accordance with clause 3.

26 Stopping a transaction on Internet and Phone Banking

- 26.1 To stop or alter an Internet and Phone Banking transaction, you must contact us as soon as possible and give full details so that we can locate the transaction and take action. In some instances, we will not be able to stop or alter an Internet and Phone Banking transaction after you have instructed us to make the transaction. For example, refer to clause 30.10 in this context as it applies to transfers of funds between your EFT Accounts by Internet and Phone Banking.
- 26.2 We are not liable to you if you request that a transaction be stopped or altered, but we have already debited the amount to your Fixed Term Account or we are liable to pay the amount of the transaction to another person, unless we are liable to you under a statute, the Code of Banking Practice or the EFT Code.
- 26.3 We and our agents and contractors are not liable for any negligence, delay or error in transit or transmission of an Internet and Phone Banking transaction, unless we are liable under a statute, the Code of Banking Practice or the EFT Code. If this exclusion is not effective, our liability or that of our agents or contractors is limited to the cost of resupply of the service, if the statute, the Code of Banking Practice and the EFT Code permits this limitation.

27 Electronic banking system malfunction

- 27.1 We are responsible for loss caused by the failure of our equipment or the EFT System to complete a transaction accepted by our equipment or the EFT System in accordance with your instructions.
- 27.2 Where you should have been aware that our equipment or the EFT System was unavailable for use or malfunctioning, our liability may be limited to the correction of any errors in your Fixed Term Account, and the refund of any charges or fees imposed on you as a result.
- 27.3 We will correct the loss by making any necessary adjustment to your Fixed Term Account (including an adjustment of interest or fees as a result of the malfunction).
- 27.4 Please tell us about any service fault or difficulty with our equipment or the EFT System by calling our 24-hour hotline on the back of this booklet.

28 How to start using Internet and Phone Banking

- 28.1 The Internet and Phone Banking terms and conditions in this Section D apply each time you use Internet and Phone Banking.
- 28.2 You must register before you use Internet and Phone Banking for the first time. You may ask us to register you by visiting any of our branches or by phoning 1300 555 203 between 8am and 9pm (AEST), 7 days a week. When you ask us, we will register you for Internet and Phone Banking. For as long as you are registered, you may use Internet and Phone Banking to find out information about your Fixed Term Account and to transfer funds from your Fixed Term Account at the end of the term applying to the Fixed Term Account.
- 28.3 When we register you for Internet and Phone Banking:
- we give you an Internet and Phone Banking Customer Access Number;
 - you may select your own Internet and Phone Banking Security Number and Internet Banking Password. If you do not select an Internet and Phone Banking Security Number within the time we allow we will issue one to you.
 - You will also be registered automatically for Secure Code Service.
- 28.4 When you use your Internet Banking Access Methods to initiate a transaction, certain Internet Banking transactions may be identified by us as “at risk” transactions.

“At risk” transactions can only be performed and completed if they are authenticated by our Secure Code Service. This includes using the Secure Code provided by us for each “at risk” transaction. We will send the Secure Code to either your Australian mobile phone number by SMS or Australian landline telephone number by interactive voice response message.

If you are currently registered for Internet Banking, you will not be able to perform certain “at risk” transactions using Phone Banking.

In order to receive the Secure Code, you must:

- provide us with a valid Australian mobile phone number or an Australian landline telephone number, and

- choose your preferred method of delivery for the Secure Code – either via SMS or automated interactive voice response message.

If you do not provide us with a valid Australian mobile phone number or an Australian landline telephone number, when you initiate an Internet Banking transaction that is an “at risk” transaction, you will not be able to complete that transaction.

You may from time to time change your preferred method of delivery for your Secure Code or your telephone number, or both, by following the instructions provided to you on Internet Banking.

It is your responsibility to inform us of any changes to the telephone number you have nominated to receive the Secure Code.

If for some reason, you are unable to participate in our Secure Code Service, you may discuss with us your special circumstances by contacting the Internet Banking Helpdesk on 1300 555 203 between 8am and 9pm (AEST), 7 days a week.

- 28.5 You can select and change your own Internet and Phone Banking Security Number when you use Phone Banking. You can change your Internet and Phone Banking Security Number and select and change your own Internet Banking Password when you use Internet Banking. For your security, we recommend that you use an Internet and Phone Banking Security Number and an Internet Banking Password that is different from any of your ATM/EFTPOS PINs. Please refer to clauses 31.1 to 31.8 regarding the security of your Internet and Phone Banking Security Number and Internet Banking Password.
- 28.6 Your Internet and Phone Banking Customer Access Number and your Internet and Phone Banking Security Number are the Access Methods for Phone Banking. Your Internet and Phone Banking Customer Access Number, your Internet and Phone Banking Security Number and your Internet Banking Password are the Access Methods for Internet Banking.
- 28.7 You can use your Internet and Phone Banking Access Methods to initiate EFT Transactions on your other EFT Accounts with us.

You may be able to use your Internet and Phone Banking Access Methods to access a credit facility you have with us.

Please see the terms and conditions of your other EFT Accounts.

- 28.8 We may cancel your access to Internet and Phone Banking at any time without notice. If you want to use Internet and Phone Banking at a later time you may ask us to register you again.
- 28.9 You can cancel your registration for Internet and Phone Banking by visiting any of our branches or by phoning 1300 555 203 between 8am and 9pm (AEST), 7 days a week. If you want to use Internet and Phone Banking at a later time, you may ask us to register you again.
- 28.10 We may refuse to give effect to any Internet and Phone Banking transaction requested by you without being required to give any reasons or advance notice to you.
- 28.11 It is your responsibility to obtain and maintain any equipment (for example, touch tone telephone or PC) which you may need to have for you to use Internet and Phone Banking. You must take all reasonable steps to protect the security of your computer's hardware and software including ensuring your computer does not have any viruses and any form of program or mechanism capable of recording your Internet and Phone Banking Access Methods.
- 28.12 It is your responsibility to ensure your contact information is correct. You can maintain your contact details including your contact phone numbers, residential and mailing addresses as well as your email address via Internet Banking.
- 28.13 We may change your Internet and Phone Banking access to an "inactive status" if you do not access Internet or Phone Banking within 120 consecutive days. You can re-activate your access by calling us on 1300 555 203 between 8am and 9pm (AEST), 7 days a week.

29 Availability

We will make reasonable efforts to:

- (a) ensure that Internet and Phone Banking is available during the hours specified by us from time to time; and

- (b) ensure that information we make available to you through Internet and Phone Banking is correct.

30 Transaction processing and limits

- 30.1 We issue an electronic receipt for an Internet and Phone Banking transaction at the time of the transaction. However, an Internet and Phone Banking transaction may not be processed until the next batch processing day for the EFT Account on which you make the transaction.
- 30.2 We apply an overall \$1 million limit on the sum of all Internet and Phone Banking transactions you undertake on any one day.
- 30.3 Also, we apply the following daily limits on the following Internet and Phone Banking transactions:
 - (a) the sum of \$25,000 for transfers from an EFT Account used for business purposes by use of the Internet and Phone Banking Access Methods we issue to the person authorising the payment, rather than the Internet and Phone Banking Access Methods we issue to the business itself; and
 - (b) the sum of \$25,000 to any one St. George credit card account.

Other limits may apply to Internet and Phone Banking transactions on your other EFT Accounts. Please see the terms and conditions of your other EFT Accounts.

- 30.4 At any time, you cannot make more than a \$1 million funds transfer by Internet or Phone Banking to a Fixed Term Account. At any time, you cannot use Internet and Phone Banking to transfer more than an amount equal to the balance of your Fixed Term Account less \$1,000. Please refer to clause 30.10 for further information on when you can use Internet and Phone Banking to transfer funds from your Fixed Term Account.
- 30.5 We tell you in writing if we change these limits in accordance with clause 3.
- 30.6 If you register for Internet and Phone Banking by phone, we may contact you (usually within one Business Day) to confirm your registration. We do this to ensure that it was you who registered so as to reduce the risk of fraudulent use of your EFT Accounts.

- 30.7 We will provide you with a transaction receipt number each time you make an Internet and Phone Banking transaction. You should record the transaction receipt number and it should be quoted if you have any queries in relation to the transaction.
- 30.8 If you are seeking Internet and Phone Banking to use in relation to a Fixed Term Account which requires 2 or more to sign, you may only use Internet and Phone Banking to debit that Fixed Term Account via funds transfer if all account holders to the Fixed Term Account have informed us in writing and we have approved your use of Internet and Phone Banking.
- 30.9 You acknowledge and agree that we may record by whatever means and in accordance with the EFT Code the transactions which you effect via Internet and Phone Banking and that we may use these records to and amongst other things, establish or verify that a particular transaction was effected through the use of your Internet and Phone Banking Access Methods.
- 30.10 You may use Internet and Phone Banking to transfer funds between your EFT Accounts. You may use Internet and Phone Banking to direct us to transfer funds between your EFT Accounts at a scheduled later time. You can transfer funds from your term deposit only at the end of the deposit term and during the grace period. There must be an outstanding balance of at least \$1,000 after any transfer by Internet and Phone Banking from your term deposit. You can withdraw that outstanding balance:
- at a branch by cash or by bank cheque payable to you or by requesting us to transfer the balance into an at-call account with us in your name; or
 - by phoning us on the General Customer Enquiries number on the back of this booklet and requesting a bank cheque payable to you.

If you use Internet and Phone Banking to schedule transferring funds between your EFT Accounts at a later time, we can accept an order to stop or alter the transfer only if we receive your order before midnight on the Business Day immediately prior to the day on which you schedule the transfer to be made. Otherwise, we will not accept an order to stop or alter a transfer you schedule to make between your EFT Accounts at a later time. Also, we will not accept an order to stop or alter any other

transfer of funds you ask us to make between your EFT Accounts once you have instructed us by Internet and Phone Banking to make that transfer.

31 Security of your Internet and Phone Banking Access Methods

31.1 The security of your Internet and Phone Banking Security Number and Internet Banking Password is very important as they are comparable to your signature on a cheque. You must make every effort to ensure that your Internet and Phone Banking Security Number and Internet Banking Password, and any record of them, is not misused, lost or stolen.

If you fail to ensure the security of your Internet and Phone Banking Security Number and/or your Internet Banking Password your liability is determined under clauses 31.9 to 31.12.

Your obligations – You must:

- (a) not record your Internet and Phone Banking Security Number or Internet Banking Password on the computer or telephone that you use to access Internet or Phone Banking
- (b) not record your Internet and Phone Banking Security Number or an Internet Banking Password on any item that identifies your Internet and Phone Banking Customer Access Number or an Internet Banking Password or on any article normally carried with any such item and which is liable to loss or theft with that item
- (c) not permit any other person to use your Internet and Phone Banking Security Number or Internet Banking Password
- (d) not disclose your Internet and Phone Banking Security Number or Internet Banking Password or make them available to any other person (including a family member, a friend or one of our staff)
- (e) use care to prevent anyone else seeing your Internet and Phone Banking Security Number or Internet Banking Password being entered into any equipment.

Can you record a memory aid for your Internet and Phone Banking Security Number or Internet Banking Password?

31.2 If you require a memory aid to recall your Internet and Phone Banking Security Number or your Internet Banking Password you may make such a record provided the record is reasonably disguised.

However, we do not consider that the following examples provide a reasonable disguise, and you agree:

- (a) not to record your disguised Internet and Phone Banking Security Number or an Internet Banking Password on any item that identifies your Internet and Phone Banking Customer Access Number
- (b) not to record your disguised Internet and Phone Banking Security Number or Internet Banking Password on the computer or telephone that you use to access Internet or Phone Banking
- (c) not to disguise your Internet and Phone Banking Security Number or an Internet Banking Password by reversing the number sequence
- (d) not to describe your disguised record as an “Internet and Phone Banking Security Number record” or “Internet Banking Password record” or similar
- (e) not to disguise your Internet and Phone Banking Security Number or Internet Banking Password using alphabetical characters or numbers: A=1, B=2, C=3, etc
- (f) not to select or disguise your Internet and Phone Banking Security Number or Internet Banking Password using any of the following combinations (or parts of them):
 - (i) dates of birth
 - (ii) personal telephone numbers
 - (iii) car registration numbers
 - (iv) family members’ names
 - (v) social security numbers
 - (vi) licence numbers
- (g) not to store your Internet and Phone Banking Security Number or an Internet Banking Password in any low security electronic device of any kind, such as (but not limited to):

- (i) calculators
- (ii) personal computers
- (iii) electronic organisers.

31.3 There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your Internet and Phone Banking Security Number or an Internet Banking Password.

You must exercise extreme care if you decide to record a memory aid for your Internet and Phone Banking Security Number or an Internet Banking Password.

If your Internet and Phone Banking Security Number or Internet Banking Password is revealed

31.4 You must tell us as soon as possible if you suspect that your Internet and Phone Banking Security Number or Internet Banking Password is known to someone else or you suspect any unauthorised use of it. You may notify us by telephoning us on 1800 028 208 at any time.

31.5 If you do not notify us you may be liable for unauthorised use – see clauses 31.9 to 31.12.

31.6 You will need to give us all relevant information you may have, so that we can suspend Internet and Phone access to your EFT Accounts. You must confirm in writing any notice you give us by telephone. A failure to do so will not affect your liability for unauthorised transactions. However, it will help us to effectively deal with your report.

31.7 When you report the matter you will be given a notification number (or other form of acknowledgement). You should retain that number as confirmation of the date and time of your report.

31.8 If you are unable to report to us because our facilities are unavailable you are not liable for any unauthorised transaction which could have been prevented if you had been able to tell us. However, you must tell us within a reasonable time after our facilities become available again.

Liability for unauthorised transactions

31.9 You are not liable for unauthorised transactions by use of Internet and Phone Banking Access Methods if it is clear you did not contribute to losses resulting from those transactions.

Otherwise, your liability for unauthorised Internet and Phone Banking transactions will normally be limited to:

- (a) \$150;
- (b) the balance of the EFT Accounts on which the unauthorised transactions were made and to which you have access by Internet and Phone Banking; or
- (c) the actual loss incurred,

whichever is the smallest amount.

In some circumstances, you may be liable for a greater amount of unauthorised transactions by use of Internet and Phone Banking Access Methods. Please refer to clauses 31.11 and 31.12 for details of those circumstances.

31.10 You are not liable for losses caused by:

- (a) unauthorised transactions which occur after you have given us notice as required by clause 31.4;
- (b) unauthorised transactions before you receive your Internet and Phone Banking Security Number; or
- (c) the same transaction being incorrectly debited more than once to the same account.

When you will be liable

31.11 If you have contributed to the unauthorised use because you:

- (a) voluntarily disclosed your Internet and Phone Banking Security Number or Internet Banking Password to anyone, including a family member or friend; or

- (b) indicated your Internet and Phone Banking Security Number or an Internet Banking Password on any item that identifies your Internet and Phone Banking Customer Access Number; or
- (c) kept a record of your Internet and Phone Banking Security Number or an Internet Banking Password (without making any reasonable attempt to disguise the Internet and Phone Banking Security Number or an Internet Banking Password) with any article carried with any item that identifies your Internet and Phone Banking Customer Access Number or that is liable to loss or theft simultaneously with that item; or
- (d) selected an Internet and Phone Banking Security Number or an Internet Banking Password which represents your birth date or an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such an Internet and Phone Banking Security Number or an Internet Banking Password; or
- (e) you act with extreme carelessness in failing to protect the security of your Internet and Phone Banking Security Number or Internet Banking Password,

your liability will not exceed the smallest of:

- (i) the actual loss incurred up to the time we are notified that the security of your Internet and Phone Banking Security Number or Internet Banking Password has been breached or notice of the existence of unauthorised transactions; or
- (ii) the funds available in your EFT Accounts including any agreed line of credit; or
- (iii) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

31.12 You will be liable if you have contributed to the unauthorised transactions because you unreasonably delayed in notifying us that your Internet and Phone Banking Security Number and/or an Internet Banking Password has become known to someone else. You will be liable for any losses directly attributable to that delay that were incurred before notification.

Your liability for these losses will not exceed the smallest of:

- (a) the actual loss which could have been prevented from occurring in the period between when you became aware of the events described above and the time we were actually notified; or
- (b) the funds available in your EFT Accounts; or
- (c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

31.13 Please tell us about any service fault or difficulty with our Internet and Phone Banking service by calling 1300 555 203 between 8am and 9pm (AEST), 7 days a week.

32 Business customers

32.1 If you are seeking to use Internet and Phone Banking in relation to a Fixed Term Account used for business purposes then, despite any other clause in these terms and conditions, your use of Internet and Phone Banking is subject to any additional terms of which we inform you.

32.2 We apply a daily limit of the sum of \$25,000 for transfers from an EFT Account used for business purposes by use of the Internet and Phone Banking Access Methods we issue to the person authorising the payment, rather than the Internet and Phone Banking Access Methods we issue to the business itself.

Please refer to clause 30 for further information on Internet and Phone Banking transaction limits.

Section E – General Descriptive Information

General Descriptive Information

The following general descriptive information is for the guidance of our customers. It is not a complete statement of the matters it deals with. Some aspects of the law that it covers are not settled. You should seek advice if you have any queries on these matters. Also, we can make available to you general information about our account opening procedures (including information about the Financial Transaction Reports Act), cheque clearing, bank cheques and complaint handling procedures.

Read the PDS

We recommend that you read these terms and conditions and the Interest Rate Brochure before you enter into the relevant contract with us.

Tax File Numbers

What is a TFN?

A tax file number (TFN) is a number issued by the Australian Taxation Office for a taxpayer. It appears on your tax assessment notice.

How do you get one?

If you do not have a TFN, you can apply for one at the Australian Taxation Office.

Quoting your TFN

When you open a Fixed Term Account with us, you may quote us your TFN for that investment.

If you choose not to quote your TFN for that account, then unless you are exempt, tax law requires us to take out an amount for tax at the maximum personal marginal tax rate plus Medicare levy rate from any interest income on the account.

We will notify you of the amount that we take out at the same time that we notify you of any interest paid.

Exemptions

In some cases we do not have to take out tax. Contact the Australian Taxation Office for more information. If you are in an exempt category of persons, you should notify us to avoid tax being taken out of your account.

Joint Accounts

If there is a joint investment by 2 or more persons, each person will only be taken to have quoted if at least 2 of them have either quoted their TFN or are exempt. If at least 2 of them have TFNs, each person will only be taken to have quoted if at least 2 TFNs are quoted.

Partnerships

If the partnership has its own TFN, use this when quoting a TFN. If there is no partnership TFN, follow the rules for joint accounts.

Trust Accounts

If you are a trustee and have a trust TFN, use the trust TFN when quoting a TFN. If you do not have one, use your own TFN.

Accounts held for children

If you are an adult holding an account for a child, you are a trustee. Follow the rules for trust accounts.

How to quote your TFN

If you want to quote your TFN or notify us that you are exempt, forms are available at any branch.

Privacy

We handle your personal information in accordance with the privacy statement in the application form for the product or service applied for or our privacy brochure, entitled "Protecting Your Privacy". You can obtain a copy of the brochure by asking at any St.George branch or by calling 13 33 30. Our privacy policy is also available by visiting our website stgeorge.com.au

Appropriate use of our services

1. You warrant that your use of the services we provide will not breach any law of Australia or any other country.
2. Where we consider it necessary for us to meet our regulatory and compliance obligations:
 - (a) you must provide us with any information we reasonably request;
 - (b) we will disclose information we hold to regulatory and law enforcement agencies, other financial institutions, third parties and members of the St.George Group; and

- (c) we may delay, block or refuse to provide any of our services.

We will not be liable to you or any other person for any loss or damage of any kind that may be suffered as a result of us exercising our rights under this clause.

Combination and Set-Off

We can combine or set-off the balance of two or more of your accounts, even if the accounts are at different branches. This may happen when one of your accounts is overdrawn or is in debit. We will not combine or set-off your accounts if:

- (a) the accounts are not held by the same person or persons;
or
- (b) we know that the accounts are held in different capacities (e.g. one is held by you as a trustee); or
- (c) doing this would breach the Code of Operation for Centrelink Direct Credit Payments.

Under the Code of Banking Practice, we must promptly give notice to you if we combine any of your accounts, but we need not do so beforehand.

We will not combine or set-off a Fixed Term Account against another account before the end of the fixed term for the Fixed Term Account or any earlier date on which we repay a Fixed Term Account.

If you are in Financial Difficulties

If you owe us money, we recommend that you tell us promptly if you are in financial difficulty.

Joint Accounts

If you have a joint account with another person or persons, you will each be liable equally for any amount due to us on the account, unless the contract with us states otherwise. Usually the contract will state that your liability is both joint and several. This means we can sue all of you or any one of you for the whole of the amount owing.

If you die or become bankrupt, your estate will be liable to the same extent as you were. If you die and there is a credit balance on an account you hold jointly with others, the money does not go to your estate (and so to the beneficiaries under your will) but to the other joint account holders.

It will be up to you and the other joint account holders to say how many of you must sign in order to operate the account. For example, you might arrange with us that each of you has to sign a cheque drawn on the joint account. Alternatively, you might arrange that only one of you needs to sign. This arrangement will be part of your contract with us and may be altered at the request of yourself and the other joint account holders.

However, we will normally treat all authorities for operating the joint account as cancelled once we know of your death and certain conditions have been met or of your bankruptcy.

Also, regardless of any authorities to operate, any party to a joint account can require us to operate the account only on the signature of all parties. This might be done if there is a dispute between the joint account holders.

Financial Institution cheques

The term “Financial Institution cheque” (which includes a bank cheque) describes a cheque which is to be paid by the Financial Institution itself, rather than from a customer’s account.

Financial Institution cheques are generally treated by the law in the same manner as ordinary cheques. Although many people regard Financial Institution cheques as cash, you should be aware that in some cases a Financial Institution cheque may not be paid by the Financial Institution that issues it.

To clarify the position, the banks who are members of the Australian Bankers’ Association (including us) have adopted the following policy in relation to bank cheques:

- (a) Forged or unauthorised bank cheques – if the signature of an officer of a bank is forged or placed on a bank cheque without the bank’s authority, the bank is not legally liable on it.
- (b) Bank cheque materially altered – a bank will dishonour a bank cheque which has been fraudulently and materially altered. A bank will co-operate with any holder of a cheque, or a person who is about to receive it, who may want to verify that the cheque is a valid bank cheque.
- (c) Bank cheque reported stolen or lost – where a bank is told that a bank cheque is lost or stolen and is satisfied that this is the case, the bank will not honour it if it is presented for payment by a person who has no right to it. The bank may provide a replacement bank cheque for a fee.

- (d) Court order restraining payment - a bank must observe an order of a court restraining the bank from paying its bank cheque which is presented for payment while the order is in force.
- (e) Failure of consideration for the issue of bank cheque - where a bank has not received payment for issuing a bank cheque to a customer (e.g. the customer's cheque to the bank in payment for the bank cheque is dishonoured), the bank will refuse to pay the bank cheque only if the person presenting the bank cheque for payment:
 - (i) has not given the value for it (e.g. the bank cheque is stolen); or
 - (ii) has given value for it but at the time of doing so he or she knew the bank had not been paid for the bank cheque (e.g. that the cheque in favour of the bank had been dishonoured).

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Important

If you are reporting that the security of your Password or Access Methods is or may be breached or a service fault, immediately notify the 24-hour service centre on **1800 028 208** within Australia
7 days a week (free call)
61 2 9553 5333 Outside Australia

General customer enquiries

Call 8.00am to 9.00pm (AEST)
7 days a week on **13 33 30**

Disputes

If your complaint is not immediately resolved to your satisfaction contact:

Senior Manager, Customer Relations
4-16 Montgomery Street,
Kogarah NSW 2217
Telephone: 1800 804 728
Fax: (02) 9952 1080
Email: customerrelations@stgeorge.com.au

After this, if the matter is still not resolved to your satisfaction contact:

Banking and Financial Services Ombudsman Ltd
GPO Box 3A
Melbourne VIC 3001
Telephone: **1300 780 808**

