

# Transaction and Savings Accounts

---

Combined Product Disclosure Statement  
and Financial Services Guide

**This page has been intentionally left blank**

---

# Transaction and Savings Accounts

---

## Combined Product Disclosure Statement and Financial Services Guide

---

October 2014

---

## Contents

<b>Purpose of this Product Disclosure Statement ('PDS')</b>	<b>1</b>
Key features	2
Benefits and risks	3
Opening an account	4
Existing customers	4
Applying for an overdraft on your One Account	4
Applying for other BOQ Specialist <i>accounts</i>	5
Interest rates	5
Online Banking	5
Designated accounts	6
Depositing funds	6
Minimum and maximum deposit amounts	7
Additional deposits	7
Currency conversion	7
Withdrawing funds	8
Maturity of Term Deposits	9
Placing notice on funds in Notice Accounts	9
Overdrawn accounts	9
Statements	9
Fees and charges	10
Term Deposit - early withdrawal interest adjustment	11
Notice Account - early withdrawal	11
Government taxes and duties	11
Change of account details	11
Closing your account	12
New accounts	12
Anti-Money Laundering	12
Tax File Number ('TFN') or Australian Business Number ('ABN')	12
Taxation	13
Customer information and privacy	13
Foreign Account Tax Compliance Act (FATCA)	13
What if I have a Complaint?	14
About BOQ Specialist	14
Further information	14
Terms and Conditions for Transaction and Savings Accounts	15
Direct Debit Request Service Agreement	20
<b>Financial Services Guide ('FSG')</b>	<b>22</b>
BOQ Specialist Debit Card Conditions Of Use	23
Debit Card Fee Schedule (Including Fees for One Account)	37

**This page has been intentionally left blank**

---

## Purpose of this Product Disclosure Statement ("PDS")

This PDS provides information about the Transaction and Savings Accounts offered through this Combined Replacement Product Disclosure Statement ('PDS') and Financial Services Guide ('FSG') issued by BOQ Specialist Bank Limited ACN 071 292 594, AFSL No. 234975 ('BOQ Specialist, We, Us') to individuals, their businesses and trusts (including superannuation funds).

Financial products and services are provided by BOQ Specialist Bank Limited ABN 55 071 292 594 (BOQ Specialist). BOQ Specialist is a wholly owned subsidiary of Bank of Queensland Limited ABN 32 009 656 740 (BOQ). BOQ and BOQ Specialist are both authorised deposit taking institutions in their own right. Neither BOQ nor BOQ Specialist guarantees or otherwise supports the obligations or performance of each other or of each other's products.

This PDS is dated 1 October 2014 and replaces the PDS dated 1 August 2014. If you apply for a One Account with Overdraft, this PDS does not apply to you. You will need to obtain a separate document from Us in respect of a One Account with Overdraft.

### This document consists of:

A PDS (issued by BOQ Specialist) setting out details of the One Account, Private Access Accounts, Term Deposit and Notice Accounts provided by BOQ Specialist and an FSG setting out details of the financial services provided by BOQ Specialist.

If you elect to register for Online Banking services, the BOQ Specialist Online Banking Terms and Conditions will also apply to your agreement and are incorporated by reference into this document. You can obtain a copy of the BOQ Specialist Online Banking Terms and Conditions within Our Online Banking site, at [www.boqspecialist.com.au](http://www.boqspecialist.com.au) under the 'other services' tab. You can also obtain a copy of the BOQ Specialist Online Banking Terms and Conditions from Us at no charge by calling Our Client Service Centre on 1300 160 160 or +61 2 9293 2121 if calling from outside Australia.

If you apply for a debit card in conjunction with your One Account, you will also be provided with Debit Card Conditions of Use. You cannot apply for a debit card without applying or holding a One Account.

## Our Products

The products offered through this Combined PDS and FSG are:

### Transactional Accounts

- **The One Account – an at call account with transactional and BPAY<sup>®</sup> capability. This Account has the option of a debit card.**

### Savings Accounts

- **The Private Access Account – an 'at call account' which allows daily access to your funds subject to applicable cut-off times.**
- **The Term Deposit – offers the certainty of a fixed rate of return on your investment for the defined term of your deposit. Our Term Deposits range from 30 days to 5 years. From 1 January 2015, 31 days notice must be given to withdraw funds before maturity, unless hardship applies as assessed and agreed to by BOQ Specialist.**
- **The Notice Account – a deposit account offering a competitive variable rate of interest, which requires you to give a set notice period before making a withdrawal.**

### Foreign exchange

- **You may enter into a same day foreign exchange contract with Us when converting your funds into/from a foreign currency in connection with your accounts. See specifically the Currency Conversion section and the Benefits and Risks section of this PDS.**

## Key features

	One Account	Private Access	Term Deposit	Notice Account
Approved currencies	Australian Dollars ('AUD')*	Australian Dollars ('AUD')*	Australian Dollars ('AUD')*	Australian Dollars ('AUD')*
Minimum investment amount	No minimum	No minimum	AUD 10,000	AUD 10,000
Available credit limits	Subject to Credit Approval			
Investment term	Daily access (subject to applicable cut-off times)	Daily access (subject to applicable cut-off times)	30 days through to 5 years (or tailored terms on application)	Ongoing investment, subject to the requisite notice period
Interest rate	Overdraft interest rate: Variable** Deposit interest rate: Variable**	Variable**	Fixed for the investment term	Variable**
Deposit interest payments	For any amount in credit, interest is calculated on the daily balance and is capitalised at month end to your account	Capitalised monthly or paid at month end	Capitalised at term end or paid periodically per your instruction	Capitalised monthly or paid at month end
Transacting on your account	Online, telephonic, email or fax	Online, telephonic, email or fax	Online, telephonic, email or fax	Online, telephonic, email or fax
Reinvestment on maturity	N/A	N/A	Automatic unless advised otherwise	N/A
Deposits	Direct Debit, Electronic Funds Transfer or cheque  For accounts issued with a debit card, cash and cheque deposits may be made in ANZ branches.	Direct Debit, Electronic Funds Transfer or cheque	Direct Debit, Electronic Funds Transfer or cheque	Direct Debit, Electronic Funds Transfer or cheque
Withdrawals	Instructions received via email, fax, Online Banking secure message, telephone or post must be received by 1pm on a Banking Business Day to be processed on the day of receipt  Transfers made (including BPAY*) through BOQ Specialist Online Banking by 4pm on a Banking Business Day will be processed on the day of receipt  For accounts issued with a debit card, withdrawals may be made at ATMs, by way of EFTPOS or by other transactions effected with the use of the debit card.	Instructions received via email, fax, Online Banking secure message, telephone or post must be received by 1pm on a Banking Business Day to be processed on the day of receipt  Transfers made through BOQ Specialist Online Banking by 4pm on a Banking Business Day will be processed on the day of receipt	Instructions received via email, fax, Online Banking secure message, telephone or post must be received by 1pm on a Banking Business Day to be processed on the day of receipt. From 1 January 2015, you must give us 31 Days notice to withdraw funds from your Term Deposit before maturity, unless hardship applies as assessed and agreed to by BOQ Specialist.	Instructions received via email, fax, Online Banking secure message, telephone or post must be received by 1pm on a Banking Business Day to be processed on the day of receipt. You must give us the required notice to withdraw funds from your account.
Online Banking	View account balances Download statements Transfer funds to designated and third party accounts. Scheduled Payments Deposit via Direct Debit. Capture BPAY biller details and make payments to BPAY billers	View account balances Download statements Transfer funds to designated account(s) Schedule payments Deposit via Direct Debit	View term deposit details Provide rollover instructions via Online Banking secure message	View account balances Download statements Provide notice of a withdrawal via Online Banking secure message Deposit via Direct Debit
Fees and charges	Please refer to 'Fees and charges' section in this PDS	No upfront or ongoing charges  For fees that may be applicable under certain circumstances see 'Fees and charges' section in this PDS	No upfront or ongoing charges  For fees that may be applicable under certain circumstances see 'Fees and charges' section in this PDS  If you provide 31 days notice and break your Term Deposit prior to maturity We have the right to reduce the amount of interest payable to you (see 'Term Deposit – early withdrawal interest adjustment')	No upfront or ongoing charges  For fees that may be applicable under certain circumstances see 'Fees and Charges' section in this PDS

\* BOQ Specialist also offers Foreign Currency Deposit Accounts. Please see our Foreign Currency Deposit Accounts PDS in deciding whether or not to acquire or to continue to hold these products. To obtain a copy please see our contact details in this PDS.

\*\* Details of current interest rates are available from our offices on request.

---

## Benefits and risks

### Benefits

BOQ Specialist offers you competitive rates, personalised service and expertise. In addition, the benefits of having a One Account, Private Access, Term Deposit Account or Notice Account with Us are:

#### For One Accounts:

You have an at-call deposit facility.

- If you have a debit card issued in conjunction with your One Account, you may use your debit card at ATMs, EFTPOS terminals, make online purchases and for other transactions which may be effected by way of debit card.
- Your money ie. any amounts in credit can be readily accessible. Subject to funds being cleared and relevant cut-off times for Instructions.
- You can make payments to third parties using BPAY functionality.
- You earn interest on any amounts which are in credit, in the same manner as a Private Access Account.

#### For Private Access Accounts:

- Your money is readily accessible (subject to funds being cleared and relevant cut-off times for Instructions).
- You earn a competitive rate of interest.

#### For Term Deposits:

- You can lock in an interest rate for a fixed period thus giving you certainty of return.

#### For Notice Accounts:

- You receive a competitive variable rate of interest, in return for providing us with a set notice period before making a withdrawal.

#### Government Guarantee

If BOQ Specialist were to become insolvent you may be entitled to a payment made under the Australian Government Financial Claims Scheme for AUD Deposits placed with BOQ Specialist subject to a limit for each Account Holder. For further information about the scheme, please refer to <http://www.apra.gov.au> or call the APRA hotline on 1300 131 060.

### Risks

All investments involve varying degrees of risk and you may suffer financial loss as a result of any of the risks outlined below. The significant risks are:

#### For One Accounts and Private Access Accounts:

- The interest rate applying to your account is variable, so there is no guarantee that you will always earn a particular rate of interest on your account.
- Withdrawals can only be made from cleared funds (see 'Withdrawing funds' section in this PDS).
- BOQ Specialist has the right to close your One Account or Private Access Account in certain circumstances specified in the Terms and Conditions.

#### For Term Deposits:

- If interest rates rise after the date you lock in your Term Deposit, you will earn a lower rate of interest until your Term Deposit matures than you might otherwise have received.
- Your funds are available subject to the agreed notice period. If you require faster access to your funds, you should consider other accounts that offer easy access without any notice period.
- If you provide 31 days notice and withdraw your funds prior to the maturity date of the Term Deposit, We have the right to reduce the amount of interest payable to you (see 'Term Deposit – early withdrawal interest adjustment' section in this PDS).
- BOQ Specialist has the right to close your Term Deposit account prior to maturity in certain circumstances specified in the Terms and Conditions.

#### For Notice Accounts:

- Your funds are available subject to the agreed notice periods.
- The interest rate applying to your account is variable, so there is no guarantee that you will always earn a particular rate of interest on your account.
- Your funds must be cleared funds before they can be withdrawn (see 'Withdrawing funds' section in this PDS).
- BOQ Specialist will only permit an early withdrawal of funds from your Notice Account on hardship grounds, as assessed and agreed to, by BOQ Specialist.
- BOQ Specialist has the right to close your Notice Account in certain circumstances specified in the Terms and Conditions.

#### For Online Banking facilities provided under this PDS:

- Unauthorised transactions – Your account may be subject to unauthorised transactions, for example if the pass codes or devices you use to access Online Banking are stolen. You may be liable for losses suffered.
- Mistaken payments – If you enter the wrong details for a payee, We may not be able to retrieve that money so that funds can be re-directed to the correct recipient.

#### For all products under this PDS:

- Credit risk – is the risk of Us not meeting Our obligations to you under the agreed product Terms and Conditions.

For conversion of your funds into/from a foreign currency (upon your request) in connection with your Account:

- Currency risk – exchange rates fluctuate from day to day and within the day. Currency risk is the risk that the AUD value of your investment falls because the foreign currency you hold devalues relative to the AUD.
- Sovereign risk – is the risk that, as a result of certain major events, the liquidity of a currency or foreign exchange markets generally is reduced. Examples may include failure of a major institution, war or political unrest. This risk also includes the failure of a government to meet its financial obligations and actions taken by a government or agency that may reduce the ability to exchange or redeem funds from its jurisdiction. If as a consequence, there is a movement in

the exchange rates, you may incur financial loss.

### Debit Cards

If you obtain debit card facilities for use in conjunction with a One Account provided under this PDS, your account may be subject to unauthorised transactions, for example, if your PIN for your debit card (if applicable) is lost or stolen. The Debit Cards Conditions of Use contain information about this, and about what to do if your debit card or PIN may be lost, stolen or compromised.

---

## Opening an account

To open an account please complete the Account Application Form included with this document or via Our online application available at [boqspecialist.com.au](http://boqspecialist.com.au) and provide any additional required documentation as specified in the 'Account Opening Documentation Requirements' on page 8 of the application form.

Any offer to you and subsequent investment in Our products will be based on the following:

- **The information in your completed Account Application Form and all supporting documentation provided by you (as specified in the 'Account Opening Documentation Requirements' on page 8 of the application form).**
- **This Combined PDS and FSG (or any other PDS and FSG documents issued in respect of the relevant product).**
- **The Terms and Conditions of the relevant products set out in this Combined PDS and FSG.**
- **The Debit Card Conditions of Use (if you apply for a debit card in conjunction with your One Account).**
- **The BOQ Specialist Online Banking Terms and Conditions (where you use Online Banking services).**
- **Any Special Terms and Conditions and Supplementary PDS, if applicable, that We notify to you.**

Once We have received the completed Account Application Form and all the required documentation, the offer of a product to you is at Our absolute discretion.

If you apply for a debit card in conjunction with your One Account, we will send any debit card issued to you to the address nominated by you in your application form. Please note that we will only issue debit cards to signatories of a One Account. If the primary card holder sets a monthly spend limit on the debit card, access to funds within the One Account via debit card will remain subject to such monthly spend limit unless and until such limit is changed by the primary card holder.

We may need to make enquiries to verify the information disclosed by you to Us from time to time. If required by law, there may be reciprocal disclosure of information to other institutions.

When you apply for a Term Deposit or Notice Account under this PDS, We will automatically open either a Private Access Account or a One Account. The Private Access Account or One Account provides you with an additional method of facilitating electronic transfers into Term Deposits and you have the option of requesting that withdrawals from Notice Accounts are to be paid out into this account.

If you are placing funds into a Term Deposit via electronic transfer, please deposit these funds into your Private Access or One Account and advise Us via email, telephone or fax of your intention to have these funds held on term. Funds may also be deposited via Direct Debit and cheque and, if you have a debit card issued in conjunction with your One Account, cash at an ANZ branch (see 'Depositing funds' section in this PDS).

---

## Existing customers

If you already hold a deposit account with Us, or We make other deposit products available to you in the future, We may be required to re-identify you. In the event that the authorised signatories to the deposit account are different We are required by law to verify their identity. In that instance, We will still ask that you sign the Account Application Form included in this document authorising the new signatories to act on the account. In the event that We do not require you to complete a new application form, you will, by virtue of the fact that you already hold a deposit account, be taken to have:

- **agreed to be bound by the Terms and Conditions set out in this document, or set out in the PDS of the additional deposit product.**
- **provided the warranty and acknowledgement in the Account Application Form in this document, or in the application form of the additional deposit product PDS.**
- **warranted that We may rely on the information that you have supplied to Us in your Account Application Form completed for the deposit product you already hold or in this application form (including the authorised signatories who will operate your account).**
- **warranted that the information in the previous application form is accurate and up to date (unless you have otherwise notified Us in writing).**

If you wish to set up additional Designated Accounts to be linked to the new deposit account, you will still need to provide Us with these details in writing.

If you are an existing client that wishes to apply for a debit card to be issued in conjunction with your existing One Account, you must contact Us and we will arrange for you to apply for a debit card. A debit card will be sent to you and by activation of your debit card or the first transaction using your debit card (whichever comes first) will be taken as your agreement to comply with the terms of the Debit Card Conditions of Use and terms of the current PDS in relation to your One Account which will be accessible on BOQ Specialist's website.



---

## Applying for an overdraft on your One Account

If you would like an overdraft with your One Account you will need to be provided with the relevant BOQ Specialist Product Disclosure Statement. Your application for an overdraft will be subject to our standard credit approval process.

---

## Applying for other BOQ Specialist accounts

From time to time We may make other products ('additional product(s)') available under a separate PDS or separate terms and conditions. Should you wish to apply for an additional deposit product after completing the Account Application Form contained herein, We may require you to complete an additional application form unless the signatories are the same. In the event that the authorised signatories are different We will need to verify their identity and obtain the completed application form authorising the new signatories to act on the account. In the event that We do not require you to complete a new application form, you will be taken to have:

- **agreed to be bound by the Terms and Conditions set out in the PDS of the additional product**
- **provided the warranty and acknowledgement in the application form of the additional product**
- **warranted that We may rely on the information that you have supplied to Us in the Account Application Form contained herein (including that the authorised signatories are authorised to operate the additional account)**

If you wish to set up additional Designated Accounts for your additional product accounts, you will still need to provide Us with these details in writing.

---

## Interest rates

The interest rate applicable to your account is subject to individual quotation. We will provide you with confirmation of the relevant interest rate at the time We open your account, and the interest rate confirmation will form part of the governing terms for your account. Interest rates on the Private Access Account, One Account and Notice Account are variable interest rates and may change at any time. The relevant interest rate applying to your accounts can be accessed within the Savings and Deposit section of Our website, [www.boqspecialist.com.au](http://www.boqspecialist.com.au).

In the case of Term Deposits, the interest rate is fixed for each term. The rate applicable to your One Account, Private Access Account and your Notice Account will be shown on your statement and the interest rate applicable to your Term Deposit will be shown on your Term Deposit confirmation letter.

## Calculation of interest

For the One Account, Private Access and Notice Accounts, interest is calculated on the daily closing credit balance of your account from the date of receipt of funds and is capitalised monthly. You may also request for your monthly interest to be deposited (subject to deductions for any adviser service fee, see page 10 (if applicable)) into your Designated Account, or, in the case of Notice Accounts, into your Private Access Account, or One Account.

For Term Deposits, interest is calculated on the daily closing balance of your account from the commencement date. For Term Deposits less than 1 year interest is capitalised on maturity (subject to deductions for any adviser service fee, see page 10 (if applicable)). For Term Deposits greater than 1 year interest is paid annually (subject to deductions for any adviser service fee, see page 10 (if applicable)). You may also elect to receive interest payments on your Term Deposit periodically throughout the term. Should you wish to receive periodic interest on your Term Deposit, please contact Us to obtain the Applicable Interest Rates, as these will differ from Our published Term Deposit rates.

---

## Online Banking

BOQ Specialist offers a 24/7 Online Banking service. By using BOQ Specialist Online Banking you will be able to:

- **View all your accounts on one screen.**
- **Check your account balances.**
- **Download statements.**
- **Transfer funds between your same named BOQ Specialist account(s).**
- **Transfer funds to and from your Designated Account(s) subject to applicable cut off times, daily transaction limits and account designation.**
- **Activate your debit card.**
- **Change your debit card PIN.**
- **Set up scheduled and future dated payments.**
- **Request a withdrawal from your Notice Account via an Online Banking secure message – funds are payable to you after the expiry of the set notice period.**
- **Access Online Banking facilities through mobile devices.**

Additional functionality is available for the One Account:

- **Capture BPAY biller details and make payments.**
- **Capture third party payee details and make payments.**

Note: Where more than one signatory is required to operate the account, you will need two signatories to authorise a transaction in Online Banking. Where you have specified more than two signatories on an account, any two signatories can authorise payments.

Note: where there is more than one debit card holder, each card holder may transact without the other card holder's consent, subject to any monthly spend limit applicable to the debit card.

To register for Online Banking please call Our Client Service Centre on 1300 160 160 or +61 2 9293 2121 if calling from outside Australia. Online Banking is available to all signatories on your account, each of whom will need to contact the BOQ Specialist Client Service Centre individually to complete the registration process.

When you first seek to use BOQ Specialist Online Banking, the terms and conditions of BOQ Specialist Online Banking Terms and Conditions, will be provided to you. These terms and conditions will then be available to you whenever you have logged on to BOQ Specialist Online Banking. These terms and conditions may be updated by Us from time to time in accordance with their terms.

You should read these terms and conditions carefully, as they contain important information in relation to the operation of BOQ Specialist Online Banking, including in relation to security, charges, liability and indemnity.

## Transaction limits

The following standard limits currently apply within Online Banking:

Transaction Type	Limit
BPAY payments	\$25,000
Third party payments	\$25,000
Designated account payments	\$25,000
Subject to a total daily payment limit	\$25,000
Internal transfer within same legal entity	Unlimited
Direct Debits	Unlimited

There are also limits that apply to the use of a debit card. These limits may change from time to time.

You may apply to increase these limits. This limit increase must be in writing or by secure mail and is at Our discretion. Decreasing limits can be done by you immediately within Online Banking.

Should you wish to instruct a Designated Account withdrawal in excess of this amount, please contact Us via phone, email or Online Banking secure message.

Online deposits into your BOQ Specialist account via Direct Debit are not subject to a daily limit.

## Cut – off times

Online Banking transfers entered before 4pm (Sydney time) on a Banking Business Day in Sydney will be processed on the same day.

Online transfers requested via secure message must be received by 1pm for AUD transactions and 10am for foreign currency transactions on a Banking Business Day in Sydney to be processed on the same day. If your withdrawal Instruction is received after the relevant cut-off time or on a day that is not a Banking Business Day in Sydney, We may process the withdrawal on the next Banking Business Day.

## Future dated transactions

Future dated payments which fall on a non Banking Business Day in Sydney will be processed on the previous Banking Business Day to ensure you are able to meet any corresponding obligations in a timely manner. This applies to both “once only” and scheduled payments.

## Designated accounts

You can nominate certain accounts at other institutions as your Designated Accounts. Details of your Designated Accounts and whether these accounts are to be credited, debited or both, must be specified on your Account Application Form or otherwise provided to Us in writing or via an Online Banking secure message.

Transfers to and from your Designated Accounts do not require a signed Instruction and may be requested via phone, email, fax and through Online Banking. Instructions for transfers to and from Designated Accounts will be accepted from any one signatory irrespective of the signing arrangements indicated in the “Authority to Operate” section of the Account Application Form. Transfers to and from accounts which are not your Designated Accounts will require a signed Instruction in accordance with the signing arrangements as indicated by you in the “Authority to Operate” section of the Account Application Form.

Designated Accounts at other institutions from which you wish to Direct Debit funds into your BOQ Specialist account must be in the same name as your BOQ Specialist account, and We will require confirmation of the account details (see ‘Direct Debit’ section in this PDS). Designated Accounts to which you would like to transfer funds from your BOQ Specialist account may be in the same name or in the name of a third party and We do not require confirmation of account details.

## Depositing funds

Once your account has been opened deposits can be made in the following ways:

Depositing into Private Access, BOQ Specialist One and Notice Accounts:

### 1. Electronic Transfer

#### AUD deposited in Australia

Account Name: Account holder name  
BOQ Specialist BSB: 951-200  
Account Number: Your Private Access Account, One Account or Notice Account number at BOQ Specialist

#### AUD deposited overseas

Account Name: BOQ Specialist Bank Limited QBANAU4B  
Account Number: 16037391  
SWIFT code: QBANAU4B  
Reference: 951200 and your account name

## 2. Direct Debit

You may instruct Us by fax, telephone, email or secure message by 1pm (for AUD transactions and 10am for foreign currency transactions) Sydney time on a Banking Business Day to debit the relevant amount from a bank account that you hold at another institution. Please note that We will at Our discretion, only debit funds from an account held in the same name. This account that you wish Us to debit must be specified in the Account Application Form (or in such other form as We shall agree) and must be accompanied by a bank statement evidencing the account details.

We may carry out your Instruction to process a Direct Debit prior to receiving the supporting bank statement. However, you will not be able to withdraw funds from your BOQ Specialist account until We have received the statement and have verified details of your Direct Debit account. In the event We are not able to satisfactorily verify details of your Direct Debit account, We may send the funds back to the account from which they originated.

Any requests received after 1pm on a Banking Business Day or on a day that is not a Banking Business Day may be processed on the next Banking Business Day in Sydney. Payment Instructions to and from your Designated Account will be accepted by any one signatory. Funds received via Direct Debit will require three Banking Business Days to clear prior to any withdrawals.

If you have elected to register for BOQ Specialist's 24/7 Online Banking service, you may also Direct Debit funds using Online Banking. Online Direct Debits may be processed from your same named Designated Account at another institution subject to the relevant cut-off times (see 'Designated Accounts' and 'Online Banking' sections in this PDS).

There is no daily limit applicable to deposits via Direct Debit. Please ensure you have sufficient funds available in the Designated Account from which you wish to debit funds, as a dishonor fee will apply if your Direct Debit is not cleared (see 'Fees and charges' section in this PDS).

## 3. Cheque

Cheques should be drawn in favour of the 'Account Holder name' and should be either: Posted to the following address for banking on your behalf:

### c/o Operations

BOQ Specialist Bank Limited  
PO Box 2539  
Sydney NSW 2001

or

Deposited at a ANZ branch as follows:

Account Name: Name of your Account with BOQ Specialist  
Bank Name: BOQ Specialist Bank Limited  
BSB: 951-200  
Account Number: Your BOQ Specialist Account Number

Deposits in AUD made by cheque will require three Banking Business Days after the deposit has been made for the funds to clear prior to any withdrawals.

Please always advise us of any cheque deposits made directly into the account to expedite processing. Endorsed third party cheques will generally not be accepted. Travellers cheques and bank drafts are not permissible. Cash deposits are accepted at ANZ branches (details above).

## 4. Cash

For One Accounts that are issued in conjunction with a debit card, deposits may be made by way of cash at an ANZ branch.

## Depositing funds into a Term Deposit

To open a Term Deposit, or to increase the balance of an existing Term Deposit on the maturity date, you can transfer funds into your Private Access, or One Account, deposit a cheque or instruct Us to Direct Debit your same named designated bank account.

It is important that you notify Us of funds transferred into your Private Access Account for the purposes of a Term Deposit prior to or as soon as possible after you deposit funds, to enable Us to provide you with current term and rate options. Should you advise Us of your intention to hold funds on term prior to making a deposit, your Term Deposit and applicable rate will commence from the date of deposit. Should you request a Term Deposit after funds have been transferred to your Account, the term commencement date and applicable rate will be effective as at the date of your request.

---

## Minimum and maximum deposit amounts

While We have the discretion to determine deposit size, We usually accept a minimum deposit amount of AUD 10,000. No minimum deposits are required for the Private Access and One Account. The maximum amount that can be deposited is at Our discretion.

---

## Additional deposits

Additional deposits directly into your One Account, Private Access or Notice Account may be made at any time via any of the above methods.

You are able to make additional deposits into your Term Deposit on the maturity date via Direct Debit, cheque or EFT into your Private Access Account and notification to us.

---

## Currency conversion

A currency conversion involves a foreign exchange transaction. This is a contract between you and BOQ Specialist to exchange a specified amount in one currency for another currency at the prevailing exchange rate quoted by BOQ Specialist at the time of entering into the transaction. All foreign exchange contracts are settled immediately on the same day that they are transacted, unless otherwise agreed. (Any payment Instructions then executed in relation to the proceeds will be subject to usual processing times).

You cannot cancel or change your foreign exchange transaction after the transaction has been agreed to by BOQ Specialist.

If you instruct Us to convert currency, whether on deposit into, or withdrawal from, your account, or at any other time subject to Our discretion to trade that currency, We will convert the currency at the applicable foreign exchange rate agreed by Us on the date and time of conversion and pay or credit you the conversion amount. Please note funds must be cleared prior to the processing of any foreign currency transactions. We will confirm the details of your foreign exchange contract including details of the exchange rate, the conversion amount and any transaction charges that may apply within two Banking Business Days of the conversion.

---

## Withdrawing funds

You, or a person authorised by you (as set out in your Account Application Form), may by fax, telephone, email or secure message, request a withdrawal from your Private Access Account, One Account, Notice Account (subject to the applicable notice period) or Term Deposit.

Hard copy payment Instructions to and from your Designated Account will be accepted from any one signatory based on the signatory information you have provided to Us in the 'Authority to Operate' section of the Account Application form (including any later amendment). For Online Banking, where more than one signatory has been provided, We will only accept the request when any two signatories to the account have authorised the transaction. Payments to third parties will be processed at Our discretion and based on the signatory information you have provided in the 'Authority to Operate' section of the Account Application Form.

If We receive your request before 1pm (Sydney time) on a Banking Business Day in Sydney We will process the withdrawal (or notice Instruction for Notice Accounts) on the same day. If We receive your request after 1pm (Sydney time) on a Banking Business Day in Sydney or on a day that is not a Banking Business Day in Sydney, We may process the Instruction on the next Banking Business Day.

If direct debit arrangements are available for your Account, you may authorise a merchant to debit funds from your account directly. Should BOQ Specialist receive such a request, We may process it at Our discretion, without seeking to verify your request with the other bank (subject to any cancellation).

Future dated payments which fall on a non Banking Business Day in Sydney will be processed on the previous Banking Business Day to ensure you are able to meet any corresponding obligations in a timely manner. This applies to both "once only" and scheduled payments.

For verification purposes, all third party payment Instructions received in writing (including Instructions received via fax and email) need to be confirmed via telephone. If you do not confirm your Instruction by phoning Us, We will endeavour to reach you by phone. If We are unable to do so, it will be at Our discretion as to whether We process the withdrawal.

Where you have been introduced to Us by an Adviser, you can authorise your Adviser to make payments to/from your account with BOQ Specialist from/to your Designated Account specified in section 5 of the Account Application Form.

If you have elected to register for BOQ Specialist's 24/7 Online Banking service, you may also transfer funds to your Designated Account and any third party account and BPAY biller using Online Banking subject to the relevant cut-off times, and daily transaction limits and product type.

Please note that withdrawals will only be processed provided the funds are cleared and We have received all required account opening documentation.

For One Accounts that are issued in conjunction with a debit card, withdrawals may be made at an ATM or by EFTPOS.

### From your Private Access Account

You may make withdrawals from your Private Access Account, provided the funds are cleared and We have received all required account opening documentation. Cleared funds in your Private Access Account are available for withdrawal daily, subject to the applicable cut-off times as described above.

### From your One Account

Withdrawals from any credit balance of your One Account can be made in the same manner as described above in relation to the Private Access Account.

### From your Term Deposit

Term Deposits may be withdrawn on maturity. From 1 January 2015, 31 days notice must be given by you for a full or partial withdrawal of the Term Deposit prior to maturity unless hardship applies as assessed and agreed to by Us. If you proceed with the full or partial withdrawal prior to maturity for any reason, we will have the right to reduce the amount of interest payable to you (see 'Term Deposit – early withdrawal interest adjustment' section in this PDS).

### From your Notice Account

You may provide Us with a withdrawal request, specifying the amount you wish to withdraw in accordance with the applicable notice period for your Notice Account. On the expiry of that notice period, funds will be paid out to the account you nominate, provided the funds are cleared and We have received all required account opening documentation. In the absence of payee details the withdrawal amount will be paid into your Private Access Account or One Account.

Any early withdrawal requests from your Notice Account will only be considered by Us if the grounds for such request are based on Hardship, as assessed and agreed to, by Us.

## Fax or written withdrawal and notice instructions

Electronic payments from your Private Access Account, Term Deposit or Notice Account, to non-designated bank accounts and third parties, will, subject to Our discretion, not be allowed. In the event that We do allow a third party payment, this needs to be in writing and in accordance with the authority as indicated in the 'Authority to Operate' section of the Account Application Form, clearly outlining full details of the payee.

For One Accounts, third party payments will be allowed in Online Banking where the payee has been established in Online Banking.

## Telephone or email withdrawal and notice instructions

Withdrawal and notice requests can be made via telephone or email. In these instances, all payments will be made electronically to the designated bank account only.

## Withdrawal cut-off times

The following is a summary of the cut-off times for withdrawal Instructions to be processed on the same Banking Business Day. Any Instructions received after these cut-off times will be processed on the next Banking Business Day. Please note that as We are required to confirm all third party withdrawal requests (other than payments through Online Banking) with you prior to processing, please endeavour to send Us your Instructions as early as possible.

Withdrawal transaction	Sydney time	Instruction method
Electronic Funds Transfers ('AUD')	1 pm	Fax, phone, email or secure message
Electronic Transfers – Foreign currencies	10 am	Fax, email or secure message
Online transfers (including BPAY)	4 pm	Processed directly through Online Banking
Placing notice	1 pm	Fax, phone, email or secure message

Please note that withdrawal cut-off times will not apply to withdrawals made at an ATM or by EFTPOS.

## Maturity of Term Deposits

The principal invested in a Term Deposit and any unpaid interest are payable to you at maturity of the deposit. Should you wish to withdraw your deposit on maturity, please follow the withdrawal procedures (see the 'Withdrawing funds' section in this PDS).

In the event that you wish to vary your deposit on maturity please send Us your Instructions in writing at least three Banking Business Days prior to maturity.

Unless you advise Us otherwise, at maturity we will re-invest your deposit for the same term at our prevailing rate of interest which may be a lower interest rate to your current term deposit. However, you are entitled to a grace period. The grace period extends for 7 calendar days from the term deposit previous maturity date. During the grace period, you have the option to make changes to your term deposit details or withdraw your funds, without incurring an interest adjustment or providing 31 days notice. Our terms and conditions current at the time will apply.

BOQ Specialist offers special interest rates on selected terms. These terms vary from time to time. If you were on a special rate and your term deposit rolls over automatically, the term deposit may be automatically re-invested at a lower rate than the current interest rate. We encourage you to contact Us before your term deposit matures to discuss the rates that may be available on the day your term deposit matures. As interest rates change as frequently as daily, all other conditions being equal, it is unlikely the interest rate you receive on your term deposit will remain constant from one term to the next.

Where you have been introduced to Us by an Adviser you can authorise the Adviser (and its authorised employees) to provide deposit maturity and commencement Instructions and request payments to and from any Designated Accounts that you may have set up by completing section 5 of the Account Application Form.

## Placing notice on funds in Notice Accounts

You may elect to place notice on all or part of the funds in your notice account at any time. The relevant notice period will commence, subject to applicable cut off times, on the business day your notice Instruction is received. Should you place notice on all your funds in the Notice Account, the principal invested and any accrued interest are payable to the account nominated on completion of the notice period.

You may cancel the notice Instruction, or reduce the balance on which you have placed notice at any time via fax, email, Online Banking secure message or telephone. The cancellation of a pending notice Instruction can be performed up to two Banking Business Days prior to the expiry of the notice period.

Where you have been introduced to Us by an Adviser you can authorise the Adviser (and its authorised employees) to provide notice Instructions by completing section 5 of the Account Application Form.

## Overdrawn accounts

All deposit accounts must maintain a positive balance. We are under no obligation to follow instructions that would overdraw your account.



## Statements

We will provide you with a monthly statement for One Account, Private Access and Notice Accounts. These will be provided by mail, unless you have otherwise indicated to Us in the form that We agree. Please check your statements carefully. You agree to notify Us within one month of receiving your statement if there are any queries. For Term Deposits, on inception and on reinvestment of a Term Deposit, We will mail you a confirmation letter detailing the amount invested, account type, interest rate, start date, maturity date and maturity amount. We will also provide you an annual tax statement for all your accounts, detailing the interest earned and withholding tax applied (if any) for the previous tax year ended 30 June.

Where you have been introduced to Us by an Adviser We will send the Adviser duplicate copies of your account correspondence (and otherwise respond to your adviser regarding enquiries on your behalf) unless you specify otherwise.

## Fees and charges

The following table sets out the fees and charges that currently apply to your account excluding Debit Card specific fees (these are set out in a Debit Card Fee Schedule attached to the Debit Card Conditions of Use Schedule on page 37).

	Private Access Account	One Account	Term Deposit	Notice Account
Application fee where Overdraft Facility applied for**	Nil	AUD395	Nil	Nil
Account keeping fee	Nil	Nil	Nil	Nil
Direct Debit fee	Nil	Nil	Nil	Nil
Transaction fee (overnight)	Nil	Nil	Nil	Nil
Transaction fee (international)	AUD30	AUD30	AUD30	AUD30
Transaction fee (Real Time Gross Settlement (RTGS) which is same day payment requests)	AUD30	AUD30		
Dishonour fee	AUD45	AUD45	AUD45	AUD45
Bank cheque	AUD10	AUD10		
Overdrawn Account fee	AUD15	AUD15		
Trace fee	AUD20	AUD20		AUD20
Duplicate & Interim Statement fee	AUD5	AUD5		AUD5
Online Banking security credential	NIL	NIL	NIL	NIL

	Private Access Account	One Account	Term Deposit	Notice Account
Replacement of Online Banking security credential	AUD50	AUD50	AUD50	AUD50
Bank Audit Certificate	AUD30	AUD30	AUD30	AUD30
Adviser Service fee (if applicable)	Refer to pg 5 of the application form	Refer to pg 5 of the application form	Refer to pg 5 of the application form	Refer to pg 5 of the application form

- \* In addition, if you have a Term Deposit and you withdraw your funds prior to its maturity date, we have the right to reduce the amount of interest payable to you (see the 'Term Deposit - early withdrawal interest adjustment' section in this PDS) BOQ Specialist may vary fees from time to time and we will notify you of any such changes.
- \*\* If your One Account is approved and established, this fee will be debited from your account.

For debit card fees and charges please see attached, the Debit card Conditions of Use.

### Dishonour fee

Please note that if you instruct Us to Direct Debit your Designated Account and there are insufficient funds available, or you bank a cheque which does not clear, a dishonour fee will be charged to your relevant Private Access, One Account or Notice Account, or in the case of a Term Deposit, deducted from the deposit made.

This dishonour fee will also apply if you instruct another institution to debit your BOQ Specialist account and there are insufficient or uncleared funds available.

### Fees payable by us – Referral fees

If a financial planner, Adviser or another party ('Introducer') refers you to BOQ Specialist, We may pay the Introducer a fee. We reserve the right to decide whether We will make these payments and the basis on which they are calculated and paid. The amount payable will never exceed 0.3% of the interest paid by BOQ Specialist on your deposit accounts.

### Fees payable to your adviser – Adviser Service Fee Facility

If you agree to pay your adviser an amount ("Adviser Service Fee" on page 5 of the application form) in connection with investing in a Transaction and Savings Account, you may request to use the "Adviser Service Fee Facility" as a simple way to make that payment. Under the Adviser Service Fee Facility, you appoint BOQ Specialist as your agent to pay to your adviser on your behalf your specified Adviser Service Fee amount.

You must set out in your Application Form the amount of the Adviser Service Fee you would like to pay through the Adviser Service Fee Facility (expressed as a percentage of the balance of your specified accounts over the quarter). Adviser Service Fee payments will be paid quarterly around the beginning of each calendar quarter (for part quarters, the payment will be pro-rated) until you notify BOQ Specialist to cease paying the Adviser Service Fee. You must provide BOQ Specialist your adviser's payment details.

BOQ Specialist will pay an amount equal to the Adviser Service Fee to your adviser on your behalf:

- **for One Accounts, Private Access Accounts or Notice Accounts, as a deferred payment of a portion of the interest earned on your account; or**
- **for Term Deposits, as a pre-payment of a portion of the interest on your account.**

BOQ Specialist may refuse your request to use the Adviser Service Fee Facility in respect of any application.

#### Example

Assume that you have a Term Deposit with a balance of \$20,000. Assume also that you agree to pay to your adviser a quarterly Adviser Service Fee equal to 0.3% p.a. (excluding GST) of your average account balance. The quarterly Adviser Service Fee amount will be  $\$20,000 \times 0.30\% / 365 \times 91$  (91 being number of days in relevant calendar quarter) = \$14.96 (excluding GST). BOQ Specialist will, on your behalf, pay to your adviser the Adviser Service Fee amount of \$14.96 (plus GST) as a prepayment of a portion of the interest payable on your Term Deposit. This payment will reduce the amount of interest you receive at maturity of the Term Deposit.

**This example is included for illustrative purposes only. It is not intended as an indication of any Adviser Service Fee amount you may agree with your adviser.**

## Term Deposit – Providing notice and early withdrawal interest adjustment

From 1 January 2015, you must provide us with at least 31 days notice for a withdrawal of part or all of your funds before the scheduled maturity date unless hardship applies as assessed and agreed to by Us. If you proceed with the full or partial withdrawal prior to maturity for any reason, we have the right to reduce the amount of interest payable to you by an amount limited to the total amount of interest earned to date, calculated as follows:

% of Term Elapsed	Interest Rate Reduction
0 to less than 20%	90%
20% to less than 40%	80%
40% to less than 60%	60%
60% to less than 80%	40%
80% to less than 100%	20%

The amount of interest payable to you will also be reduced by any adviser service fee payable.

#### For example:

31 days notice is provided and at the end of the notice period the term deposit of \$100,000 for one year at 5% per annum is closed after nine months:

1. Calculate the interest that has accrued on the Term Deposit

Divide the interest rate by 365 to obtain the daily interest rate:

$$0.05 (5.00\%) / 365 = 0.000136986 (0.0136986\%)$$

Multiply this by the principal amount to calculate the interest earned each day:

$$\$100,000 \times 0.000136986 (0.0136986\%) = \$13.70.$$

Multiply this by the number of days that the deposit has been open:

$$\$13.70 \times 274 \text{ days} = \$3,753.42$$

2. Calculate the interest reduction. Determine the percentage of the original term that has elapsed:

$9/12 = 0.75$  (75%). As 75% of the original term has elapsed, an interest reduction of 40% of the interest earned is applied. Multiply the interest earned by 0.40 (40%) to calculate the reduction:

$$\$3,751.06 \times 0.40 (40\%) = \$1,501.37$$

3. Subtract the interest reduction from the interest earned to calculate the interest that you receive:  
 $\$3,753.42 - \$1,501.37 = \$2,252.05$ .  
 You receive \$2,252.05 in interest.

If interest has already been paid to you, you authorise Us to debit your account to the extent necessary to adjust the amount of interest payable to you, as set out above.

## Notice Account - early withdrawal

We may permit a withdrawal from your Notice Account prior to the expiry of the requisite Notice period on hardship grounds, as assessed and agreed to, by Us.

### Accessing Term Deposit or Notice Account funds without notice due to Financial Hardship

In exceptional circumstances, such as financial hardship, you can request an immediate withdrawal of part or all of your deposit without providing the required notice period. BOQ Specialist Bank Limited reserve the right to refuse any immediate withdrawal or redemption request unless hardship applies as assessed and agreed to by Us.

A withdrawal of part, or the full balance, of your Term Deposit or Notice Account can be considered based on one of the following hardship grounds:

- Specified compassionate grounds (to prevent sale of your house by your mortgage holder or to pay medical, disability or funeral expenses); or
- Grounds of severe financial hardship (for "reasonable immediate family living expenses" including loan repayments, rent arrears, outstanding bills, car repairs and medical expenses).

Please contact our Client Service Centre on 1300 160 160 for assistance with Financial Hardship.

---

## Government taxes and duties

Government taxes and duties will, where applicable, be deducted from your account. Government taxes and duties cannot be paid in cash or deducted from another account.

---

## Change of account details

Please notify Us in writing of any changes to your name, address, authorised signatories to the account, or designated bank account details as soon as possible. Designated Account details may be changed by informing Us in writing and authorised in accordance with your 'Authority to Operate' Instructions in the Account Application Form. We will not be responsible for any errors or losses associated with any changes in account details if We have not received adequate prior notice in writing of any such changes.

---

## Closing your account

You may close your Private Access Account at any time. All funds in your Private Access Account (including all interest accrued on the account up to the date of closing the account) will be paid into your Designated Account prior to the account being closed.

You may close your One Account at any time. If you have a credit balance in your One Account all funds (including all interest accrued on the credit balance up to the date of closing the account) will be paid into your Designated Account prior to closure of the account.

You may close your Notice Account, subject to placing notice on your deposit, on completion of the relevant notice period. All funds in your Notice Account (including all interest accrued on the account up to the date of closing the account) will be paid to your Designated Account at the time of closure.

BOQ Specialist may, at its sole discretion, also close your account (including a Term Deposit prior to its maturity or Notice Account prior to the expiry of the notice period) under certain circumstances specified in the Terms and Conditions for Deposit Accounts. Any credit balance in your account (including any accrued interest up to the date of termination but less any applicable fees) will be paid out to you upon the account being closed.

### Inactive accounts

We reserve the right to close inactive accounts. Inactive accounts are accounts that have a nil balance or where no activity has occurred on the account for a reasonable period. Where We close an inactive account, We may return any credit balance in the account by paying it into your designated bank account, by cheque, or by transferring it to any 'unclaimed moneys fund' in accordance with applicable law.

---

## New accounts

Everyone who opens a new account and all signatories to the account are required by law to be identified. The identification requirements for each signatory and supporting documentation required for business, superannuation fund and trust accounts are outlined in the 'Account Opening Documentation Requirements' section in this PDS. Please note you may not withdraw funds from your account until all documentation requirements have been fulfilled.

---

## Anti-Money Laundering

BOQ Specialist is required to comply with the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* and its associated Rules (AML/CTF Law). This means that BOQ Specialist will require you to provide personal information and documentation in relation to your identity when you invest in one of our products. BOQ Specialist may need to obtain additional information and documentation from you to process your application or subsequent transactions or at other times during your investment.

BOQ Specialist will in accordance with the AML legislation and Visa scheme rules need to identify you as well as any additional card holders and anyone acting on your behalf, including any power of attorney, prior to opening your account. We may not, at our discretion, open a new account for you until all relevant identity information and documentation has been received and satisfactorily verified. In some circumstances, BOQ Specialist may need to re-verify this information.

By applying for an account with us, you also acknowledge that BOQ Specialist may decide to delay or refuse any request or transaction on your account, including any withdrawal or deposit request, if it is concerned that the request or transaction may breach any legal or regulatory obligation or cause BOQ Specialist to commit or participate in, an offence under any law. Where transactions or accounts are blocked, delayed, frozen or refused by BOQ Specialist in accordance with this section, you agree that BOQ Specialist is not liable for any loss suffered by you, any additional card holder or other third parties arising directly or indirectly as the result of BOQ Specialist taking this action. Notwithstanding that you may already have an account with us and that you may have previously provided all account opening documentation, BOQ Specialist reserves the right to request additional and/or updated information.



---

## Tax File Number ('TFN') or Australian Business Number ('ABN')

Under Federal law, accounts earning interest are subject to TFN legislation. The collection of tax file numbers is authorised and their use and disclosure are strictly regulated by the tax laws and the Privacy Act 1988 (Cth). If applicable, please state your TFN or exemption category in the Account Application Form. Alternatively, corporate and business investors may quote their ABN. It is not an offence for you not to provide your TFN. However, if you choose not to provide it, We are obliged to deduct withholding tax from any interest earned. If a TFN or ABN is not supplied, withholding tax calculated at the highest marginal tax rate, plus the Medicare Levy, will be deducted from interest for Australian residents. For non-residents, 10% withholding tax will be deducted. For more information about the use and disclosure of TFNs please call your nearest Tax Office.

---

## Taxation

The interest earned on the credit balance of your account will generally be in the nature of interest income, and will need to be declared as such in your tax return in the year in which it is earned. The taxation information in this document is a general statement as to the taxation implications that may normally arise for an Australian resident taxpayer. BOQ Specialist makes these statements without reference to your particular financial circumstances and based on Our understanding of the general operation of the taxation laws at the time of formulating this document. Interest is calculated daily and can be paid either monthly, yearly or at maturity (of the term is 12 months or less) If the term you select is longer than 12 months, interest will be paid at least annually. Each person's financial circumstances are different and BOQ Specialist recommends that you seek independent and professional financial and taxation advice before making any investment.

---

## Customer Information and privacy

BOQ Specialist recognises that your privacy is very important and that you have the right to protect your personal information. BOQ Specialist collects, uses and discloses your personal information to assess whether BOQ Specialist is able to provide you with the product that you have requested, provide information about a product or service, perform operational and administrative tasks (including security and risk management), undertake planning, product development, data mining and research, verify your identity, prevent and investigate frauds or crimes (actual or suspected) and to assist in any potential or actual acquisition of an interest in the BOQ Group. BOQ Specialist may collect your personal information from public sources. Some of the personal information BOQ Specialist collects about you is collected as required or authorised by laws such as the *Banking Act 1959* (Cth) and the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

BOQ Specialist may disclose your personal information to other members of the BOQ Group to enable us to have an integrated view of our clients. BOQ Specialist may also exchange your personal information with government authorities, other financial institutions, introducers (who may deal with your personal information in accordance with their privacy policy with you) and with organisations that provide BOQ Specialist with mailing house, legal, accounting, business and financial consulting, account management, archival, auditing, banking, marketing, advertising, delivery, client contact, information technology, research, utility, insurance, data processing, data analysis, investigation or security services.

Some of the third parties to whom BOQ Specialist may disclose your personal information may be located in South Africa, United Kingdom, New Zealand, Philippines, India, Singapore, the United States of America and other countries. While these third parties outside Australia will often be subject to privacy and confidentiality obligations, you acknowledge that: (a) they may not always comply with those obligations or those obligations may differ from Australian privacy laws; (b) BOQ Specialist will not be accountable for the third party under the Privacy Act; (c) you may not be able to seek redress under the Privacy Act; and (d) the third party may be subject to foreign laws which might compel further disclosures of personal information (e.g. to government authorities).

If you do not provide BOQ Specialist with your personal information, BOQ Specialist will not be able to assess your eligibility for the product.

BOQ Specialist may also use your personal information to provide you on an ongoing basis by any means including telephone, email and other electronic message with information about other financial products or services that BOQ Specialist thinks might be of interest to you. Tick the box on the Account Application Form if you do not wish to receive information on BOQ Specialist's other products and services.

BOQ Specialist reserves the right to change BOQ Specialist's privacy policy at any time. For further information on BOQ Specialist's privacy and information handling practices, please refer to the BOQ Specialist Privacy Policy, which is available at [www.boqspecialist.com.au](http://www.boqspecialist.com.au) or upon request by calling 1300 160 160.

The Privacy Policy contains further details about how BOQ Specialist handles personal information, and matters such as access, correction and complaint procedures and website privacy. You can contact BOQ Specialist's Privacy Officer at [privacy@boqspecialist.com.au](mailto:privacy@boqspecialist.com.au) or by calling 1300 160 160.

---

## Foreign Account Tax Compliance Act (FATCA)

BOQ Specialist is a reporting Australian Financial Institution under the Australia-US Intergovernmental Agreement (IGA) in relation to FATCA.

BOQ Specialist will conduct due diligence on prospective account holders and on existing account holders to comply with BOQ Specialist's obligations under the IGA. If you are applying for an account, you will need to provide BOQ Specialist with certain information and/or documentation when completing the Account Application Form and otherwise on request. While you are an account holder, you may need to provide BOQ Specialist with certain information and/or documentation on request.

BOQ Specialist may report information about you and your account to the ATO. Generally, BOQ Specialist will report to the ATO information about you if you are a U.S. citizen or resident, a certain type of U.S. entity or a certain types of non-U.S. entity that is controlled by one or more U.S. citizens or residents, and will also report information to the ATO on any payments BOQ Specialist makes to "Nonparticipating Financial Institutions", as defined in the IGA. If you do not provide BOQ Specialist with the required information and/or documentation upon request, BOQ Specialist may be required to report information in respect of you and your account to the ATO and/or may not open an account for you.

In accordance with the IGA, the ATO will share information reported to it by Australian financial Institutions with the U.S. Internal Revenue Service. You should consult with your tax adviser for further information on how BOQ Specialist's due diligence and reporting obligations under the IGA may affect you.

---

## What if I have a Complaint?

If you have a complaint, please raise it with BOQ Specialist.

All complaints should be in writing, addressed to:

Complaints Officer – Head of Compliance  
BOQ Specialist Bank Limited  
GPO Box 2539  
SYDNEY NSW 2001

BOQ Specialist will try and resolve your complaint quickly and fairly and respond to the complainant within 3 days of receiving the complaint. If you are not satisfied with the outcome of the above process, or BOQ Specialist's determination, you have the right to refer the matter to the Financial Ombudsman Service (FOS). FOS is an independent body that has been established to provide free advice and assistance to consumers to help in resolving complaints relating to the financial services industry. Further details about FOS are available at the FOS website: [www.fos.org.au](http://www.fos.org.au). FOS can also be contacted by telephone on 1300 78 08 08 or email [info@fos.org.au](mailto:info@fos.org.au).

---

## About BOQ Specialist

BOQ Specialist delivers distinctive banking solutions to niche market segments. Our focus, experience and dedication to our clients have enabled us to become experts in a number of professional niches. We aim to add value to and build partnerships with our clients and we have been providing specialist banking in Australia for over 20 years.

Our broad range of personal and business banking options include transaction and savings accounts, credit cards, residential mortgages, practice purchase and fit-out loans, car loans, SMSF loans and property investment loans. Our approach is characterised by responsive personal service, unconventional thinking, and an ability to be nimble, flexible and innovative.

---

## Further information

For any enquires or further information on BOQ Specialist Transaction and Savings Accounts, please contact Us on the details below:

### **Sydney**

Level 23  
The Chifley Tower  
2 Chifley Square  
Sydney NSW 2000

Tel 1300 160 160  
Fax+61 2 9293 2166

### **Melbourne**

Level 49  
120 Collins Street  
Melbourne VIC 3000

Tel +61 3 8660 1000  
Fax+61 3 8660 1010

### **Brisbane**

Level 8  
Riverside Centre  
123 Eagle Street  
Brisbane QLD 4000

Tel +61 7 3018 8100  
Fax+61 7 3018 8108

### **Perth**

Level 3  
Suite 31  
22 Railway Road  
Subiaco WA 6008

Tel +61 8 9214 4500  
Fax+61 8 9214 4545

### **Adelaide**

Suite 5  
121-129 Hutt Street  
Adelaide SA 5000

Tel +61 8 8203 9100  
Fax+61 8 8227 0066

## Updating information

The information in this document is subject to change from time to time and is up to date as at the date of revision set out above. Where the new information is materially adverse, We will either issue a new PDS or a supplementary one, setting out the updated information. Where the new information is not materially adverse, We will not issue a new or supplementary PDS to you, but you will be able to find the updated information on Our website [www.boqspecialist.com.au](http://www.boqspecialist.com.au) or by calling Us on 1300 160 160. If you request, We will send you a paper copy of the information.

---

## Terms and Conditions for Transaction and Savings Accounts

### Definitions

In these Terms and Conditions the following words have the following meanings, unless otherwise specified or the context requires otherwise:

**Account Holder** means the holder of the relevant BOQ Specialist account.

**Applicable Interest Rate** means the interest rate applicable to your deposit, as determined by Us and advised to you in accordance with industry practice.

**Banking Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, Australia.

**BOQ Group** means Bank of Queensland Limited ABN 32 009 656 740 (BOQ) and its related bodies corporate. BOQ Specialist Bank Limited is a wholly owned subsidiary of BOQ.

**BOQ Specialist/we/our/us** means BOQ Specialist Bank Limited (ABN 55 071 292 594) (AFSL 234975).

**Business EFT Transaction** means that part of an Electronic Funds Transfer which involves the debiting or transfer of value from, or the receipt or crediting of value to, an account using the Online Banking service where such account is designed primarily for use by a business and established primarily for business purposes.

**Designated Account** means the bank account you have nominated in the Account Application Form, or as notified subsequently to Us in writing in a form acceptable to Us, as the Designated Account from which and to which payments to / from your Private Access Account, One Account, Notice Account and/or Term Deposit are to be made.

**Direct Debit Request** means the Direct Debit Request between Us and you.

**Electronic Funds Transfer (or EFT)** refers to the electronic exchange of money of value.

**Instruction** has the meaning given in clause 28.

**Online Banking Terms and Conditions** means the BOQ Specialist Online Banking Terms and Conditions that you agree to when registering for Online Banking services.

**PPS Act** means the Personal Property Security Act 2009 (Cth).

**Personal EFT Transaction** means that part of an electronic fund transfer which involves the debiting or transfer of value from, or receipt or crediting of value to, an account using the Online Banking service, other than a Business EFT Transaction.

**Special Terms and Conditions** mean any additional terms and conditions that We notify you of which apply in addition to these Terms and Conditions.

**Terms and Conditions** means the Terms and Conditions set out below and any special Terms and Conditions or variations in conditions, if applicable, that we notify to you.

**You** means the person described in the Account Application Form as the Account Holder and that person's successors and permitted assigns, and 'your' has a corresponding meaning. If more than one person is described as the Account Holder in the Account Application Form, it means each of those persons separately and any two or more of them jointly.

1. If you are opening a Term Deposit or Notice account, you also consent to BOQ Specialist opening a Private Access or One Account in your name. This Account will act as the clearing account for your Term Deposit funds, and will be the account into which withdrawals from your Notice account may be paid. You will be allocated a Private Access Account or One Account or Notice Account number and you can use this to deposit funds by Electronic Funds Transfer. These funds will only be placed into a Term Deposit account once you notify BOQ Specialist of this deposit and agree with BOQ Specialist the relevant terms of the Term Deposit.
2. Funds invested in a Term Deposit account may be deposited by Direct Debit, cheque or transferred from your Private Access Account or One Account. For Term Deposits you must notify BOQ Specialist of your deposit into your Private Access or One Account before you deposit funds or as soon as possible after you deposit funds into your Private Access or One Account in order to agree with BOQ Specialist the term, amount and rate applicable to your Term Deposit. You will only earn the rate of interest agreed with Us for your Term Deposit from the date of your notification to BOQ Specialist and agreement by BOQ Specialist (provided funds have been received), not from the value date of the deposit of funds into your Private Access Account or One Account.
3. You agree to be bound by, and to act in accordance with, Our standard deposit taking practices and procedures as described in the Transaction and Savings Accounts Combined PDS and FSG dated 1 October 2014. You also agree to be bound by, and to act in accordance with, any future changes to Our deposit-taking practices and procedures as notified to you from time to time.
4. Change of address and signatory details in relation to your account must be signed by you and submitted to Us in writing as soon as possible.
5. All cheques deposited must be made payable to the Account Holder. Endorsed third party cheques will generally not be accepted, although We reserve the right in Our absolute discretion to accept a third party cheque. If We accept a third party cheque We do so subject to you indemnifying Us in accordance with these Terms and Conditions. The amount stated on a cheque received by Us shall not be deemed to have been paid to or received by Us and no withdrawals or transfers of funds may be made against it until the amount of the cheque has been unconditionally credited to Our account. Generally this takes three working days for Australian dollar cheque deposits.
6. Funds received via Direct Debit will require three working days to clear prior to any withdrawals from your BOQ Specialist account.
7. You authorise Us to, at Our discretion, confirm the BSB, account number and account name you have provided with the external financial institution nominated in the Direct Debit Request as provided in the Account Application Form.

8. Prior to the opening of your account, you must furnish Us with an original, completed and signed Account Application Form, together with the necessary supporting documentation required by Us, including statutory proof of identity and (if required by Us in the case of a corporation) a resolution authorising the opening of the account.

We may be able to identify you via electronic means, using public domain databases. If We are able to identify you successfully using electronic means We may not require additional identification documentation to be provided with your Account Application Form. If this is unsuccessful, you will need to provide Us with certified copies of the above requisite documents.

9. We reserve the right in Our absolute discretion not to accept an application for opening an account.
10. You consent to Us making enquiries of any nature for the purpose of verifying the information disclosed in your Account Application Form.
11. You consent to provide information in response to enquiries regarding the purpose of any funds transfers that you request to be carried out on your behalf, particularly non-domestic transfers.
12. We have a duty of confidentiality towards you except in circumstances where:
- (a) disclosure is compelled by law (except this paragraph does not permit Us to disclose any information of the kind referred to in section 275(1) of the PPS Act unless section 275(7) of the PPS Act applies);
  - (b) there is a duty to the public to disclose;
  - (c) the interests of BOQ Specialist require disclosure; or
  - (d) disclosure is made with your express or implied consent.
13. You agree to indemnify Us against any claims, loss or damage that We may suffer from whatsoever cause (including legal costs on a full indemnity basis) arising in connection with:
- (a) the enforcement of Our rights under these Terms and Conditions; or
  - (b) your non-compliance with these Terms and Conditions.
14. Under Part 2 of the Australian Securities and Investments Commission Act 2001 (Cth) (ASIC Act), certain warranties (Implied Terms) are implied into contracts for the supply of financial services if:
- (a) the price of the services is \$40,000 or less;
  - (b) the services are of a kind ordinarily acquired for personal, domestic or household use (PDH Services); or
  - (c) the services are of a kind ordinarily acquired for business use and are acquired for use in connection with a business employing less than 20 people or, if the business is or includes the manufacture of goods, 100 people (Small Business Services).

- (d) If the services supplied under this contract are PDH Services, the operation of the Implied Terms cannot be, and are not in this contract, excluded or limited. If the services supplied under this contract are not PDH Services and:

- (a) the price of those services is \$40,000 or less; or
- (b) the services are Small Business Services, BOQ Specialist can, and does, limit its liability for breach of any Implied Term to (at BOQ Specialist's option) re-supplying the services or the cost of having the services re-supplied.

Except for the Implied Terms, BOQ Specialist excludes all warranties and conditions implied by statute, at law, in fact or otherwise.

Other than liability under the Implied Terms, BOQ Specialist, Our related bodies corporate, Our directors, Our employees, agents and/or contractors exclude any and all liability to you.

15. We may suspend operations of any or all your accounts and/or Our services if Our client records, accounts or services are not available or access to such records, accounts or services is hindered as a result of force majeure, any calamity or condition, industrial action, computer breakdown or sabotage, or any other reason whatsoever, including without limitation, a similar event occurring to Our agents and service providers.
16. You undertake to advise Us immediately of any material circumstances which may affect Our business relationship with you.
17. Without prejudice to any other rights which We may have under these Terms and Conditions or at law, you agree that We will be entitled to recover from you any amount of money paid to you to which you may not be entitled for any reason, plus interest thereon at the then Applicable Interest Rate and any expenses incurred by Us in relation to such a circumstance. We need not debit any such amount to an overdraft.
18. Your address for service of all notices and other communications is the mailing address detailed in your Account Application Form, or as notified in writing to Us from time to time. Monthly statements will be provided to you in accordance with clause 44.
19. If you are a joint Account Holder, unless you or any of the Account Holders request otherwise, all notices and other communications (including statements and notification of any variation to these Terms and Conditions) will be forwarded to you at the address specified as the mailing address for all Account Holders on the Account Application Form, or as notified in writing to Us from time to time.
20. You warrant that you will be acting as principal in all transactions with Us and that you have proper legal title to all amounts invested or deposited with Us.
21. You agree to comply with all regulations or laws applicable to your account and undertake to provide any documentation, information or approvals (in original or certified form) as we may deem necessary to give effect to the opening of your account, under the *Anti-Money Laundering and Counter - Terrorism Financing Act 2006 (Cth)* and other applicable laws.



22. Any variation to, or termination of, the account given by you or your authorised representative will only bind Us if it is permitted under the Terms and Conditions of that account and it is received in writing, or notified to Us by such other means of communication as may be acceptable to Us, and provided that such variation or termination is acceptable to Us.
23. We may in Our discretion set-off, debit, appropriate or encumber funds in your account without notice to you in part or total payment of (or as security for) any money you owe, or may owe to Us whether, without limitation, under a foreign currency or other transaction or in connection with any account held by you excluding Debit Card specific fees (these are set out in a Debit Card Fee Schedule attached to the Debit Card Conditions of Use).
24. You must not assign, novate, transfer or otherwise deal with any of your rights under this agreement or delegate any of your obligations as an Account Holder without Our prior written consent. We may in Our absolute discretion, grant or withhold Our consent. We may, without your consent, assign, novate or otherwise transfer all or any part of Our rights and obligations under this agreement provided that, where you acquired the services wholly or predominantly for personal, domestic or household use or consumption, the person to whom We novate or transfer Our obligations under this agreement must have the ability to meet the obligations novated or transferred to it.
25. You acknowledge that when providing us with instructions, particularly in relation to scheduling payments in the future, it is your responsibility to ensure that sufficient cleared funds are available for the payment to be processed. You agree to release us from any liability whatsoever; which you or any other party may suffer as a result of insufficient funds in your account to meet your instructions and you indemnify us for any loss, claim, damage or expense we may suffer as a result of giving effect to such instructions.

You must pay us the dishonour fee specified in the Schedule where a payment is dishonoured.
26. If the account becomes overdrawn (whether as the result of us acting on an instruction, or debiting other amounts such as interest and fees), you must repay the overdrawn amount immediately.

You must pay us the overdrawn fee specified in the Schedule where the account becomes overdrawn.

If you have a Debit Card issued on the account, the available cleared funds can be reduced by reference to Debit Card transactions which have been authorised but not yet processed. See the Debit Card Conditions of Use for more details.

You must pay us the dishonour fee specified in the Schedule where a payment is dishonoured.
27. This clause 27 does not apply if you are a 'retail client' (within the meaning of the Corporations Act 2001 (Cth)) and We have (or an authorised representative of ours has) provided you with personal advice in relation to your account; otherwise, you warrant to Us that you are acting on your own account and that you have made your own independent decision to open an account with Us and as to whether the account is appropriate or proper for you, based upon your own judgment and upon receiving independent advice from such advisers as you deem necessary. You acknowledge that you are not relying on any communication from Us or an authorised representative of ours (written or oral) as investment advice or as a recommendation to open the account, and you acknowledge that information and explanations relating to the terms and conditions of an account shall not be considered financial product advice or a recommendation to open that account.
28. In respect of these Terms and Conditions or where applicable, any special Terms and Conditions, the term 'Instruction' or 'Instructions' shall mean any written, telephone, facsimile or electronic communication sent by you or purported to have been sent by you or by a person authorised by you (and notified to Us) to transact or instruct on your account.
29. We are authorised to accept and act upon an Instruction sent or communicated to Us which purports to have been despatched by you or by an authorised signatory.
30. If you opened an account with Us through an Adviser, as specified in the Account Application Form, and you confirm this by signing the Adviser Authority section, you consent to Us authorising the Adviser (and authorised representatives of the Adviser's firm) to make any enquiries in relation to your account. You also consent to the Adviser receiving duplicate copies of your account correspondence, the making of deposit commencement and maturity Instructions, the provision of notice for withdrawals (where required) and Instructions for payments to/from your Designated Account. We will send the Adviser duplicate copies of your account correspondence, provide such information to the Adviser as requested and action the Adviser's Instructions as outlined herein. Please note, this authority does not extend to the making of any payment Instructions to/from third party accounts.
31. All such Instructions (including Notice Account Instructions and notice for term deposits) in respect of withdrawal of funds from your account must be received by Us on a Banking Business Day before 1pm (Sydney time) in order for the Instruction to be processed on that day. We reserve the right to hold any Instructions received after 1pm for all AUD transactions and 10am for foreign currency transactions on a Banking Business Day or on a day that is not a Banking Business Day, for processing on the next Banking Business Day.
32. If direct debit arrangements are available for your Account, you may authorise a merchant to debit funds from your Account directly.

You may cancel your direct debit facility by calling 1300 160 160, 24 hours a day, 7 days a week. You should also contact the merchant who is debiting the funds from your Account. If you wish to alter your direct debit facility, you should contact the merchant who is debiting the funds from your Account. We cannot accept a request to stop a payment made under a direct debit arrangement after We have debited the payment from your Account.

We may decide not to make a direct debit if the available balance is not sufficient to cover the payment when the debit is to be made. We do not have to inform you if a direct debit is not honoured.

We may charge you a fee for direct debits, and also debit your Account for any fees or charges passed on to Us by another financial institution as a result of a direct debit.

If a direct debit is due to be made on a day that is not a Banking Business Day, We make the direct debit on the next Banking Business Day.

33. We (and Our related bodies corporate) will not be responsible for any loss, damage or liability you may suffer or incur by reason of or in connection with:
- (a) the genuineness and authenticity of any Instructions given by you or on your behalf;
  - (b) Us acting on any Instruction which purports to have been despatched on your behalf by any person or persons who appear to be authorised to transact your banking business at the time the message is received or refusing to act on or for any delay in processing any Instruction, through whatever medium, in circumstances where We have reason to believe that the Instruction is unauthorised;
  - (c) Us assuming that any person claiming to be a person, details of whom have been given to Us in accordance with the Account Application Form or as notified otherwise in writing, is, in fact, that person;
  - (d) Us assuming that if you have not given a notice of revocation of any person previously authorised that the person giving Instructions to Us is authorised by you to do so;
  - (e) any error contained in the Instruction irrespective of whether the error originated in the transmission or the receipt of the Instruction;
  - (f) any delays in transmission or payment;
  - (g) any Instruction that you or an authorised signatory has sent, which has not been received by Us.

We may at Our discretion debit your account with all sums paid, charged or incurred by Us in effecting all such written, telephone or facsimile Instruction. You agree not to make any claim or demand against Us in respect of any such loss, damage or liability and will indemnify Us against loss, damage or liability We may suffer or incur as a result of acting in accordance with the conditions of the above authority. This clause (apart from (f)) does not apply to personal EFT transactions or Debit Card transactions.

34. You acknowledge that communication by telephone, facsimile and e-mail is not a secure means of communication and involves higher risk of manipulation, distortion or attempted fraud and may be of poor quality and unclear. You hereby authorise Us to accept and act on a telephone Instruction, faxed Instruction or e-mail Instruction without additional verification. You agree to indemnify Us in respect of all claims, liabilities, costs, charges or expenses of any nature incurred or suffered by Us or as a result of Us acting on a communication or Instruction provided by telephone, fax or e-mail. This clause does not apply to Personal EFT Transactions or Debit Card transactions.

35. In the case where you have appointed an authorised signatory to your account:
- (a) You warrant that you have the necessary power to open the account and that the authorised signatory(ies) identified in the Account Application Form are authorised to operate the account. You undertake and agree not to challenge the authority of the authorised signatory(ies) or the validity of any act performed by Us in reliance upon such authorisation.
  - (b) You indemnify Us and hold Us indemnified against all or any claims (including without limitation legal costs on a full indemnity basis) by any third party arising as a result of any breach of such warranty.
  - (c) Subject to (d) below, We may rely on the identity of the authorised signatory(ies) specified on your Account Application Form (and as updated by you in writing and signed by you).
  - (d) In respect of corporate Account Holders, should the authorised signatory(ies) cease to be your directors or officers or should you wish to terminate their authority to operate the account, then you must promptly notify Us accordingly in writing signed by you and if requested provide Us with a copy of the relevant corporate action evidencing this.
36. We give no warranties and make no representation of any nature regarding the return on the credit balance of your account or any tax implications, or the present or future value of your account. You must obtain your own independent advice in relation to these matters.
37. We have the right to verify your identity before processing a withdrawal request from your account. If We are not able to verify the authenticity of your withdrawal Instruction or your identity satisfactorily, We have the right, in Our absolute discretion, to refuse a request to withdraw funds from your account.
38. You acknowledge that in connection with your account it is not an offence if you choose not to quote your Tax File Number (TFN) or Australian Business Number (ABN) but if you do not do so or if you are a non-resident, withholding tax may be deducted from any interest payable on the credit balance of your account.
39. Should there be two or more Account Holders, your account will be held jointly but your obligations as an Account Holder will be both joint and several.
40. You acknowledge that should one individual joint Account Holder predecease the other(s), We may treat:
- (a) the entire amount of a credit balance of your account as having passed to the surviving Account Holder(s);
  - (b) each surviving Account Holder as being liable for payment of all or any part of the amount of a debit balance of your account.
- If you die while you are the owner of an account issued by Us, We may need to identify your legal personal representative prior to taking an action on your account.
41. Unless providing Instructions through Online Banking, any one signatory can authorise Instructions to and from

the Designated Account regardless of the nomination that is made in the 'Authority to Operate' section of the Account Application Form.

If providing Instructions through Online Banking for third party, Designated Account and BPAY payments, any two signatories may authorise the transaction in Online Banking (where more than one is specified in the 'Authority to Operate' section in the Account Application Form). For Debit Cards, where more than one signatory is required to operate the account, each signatory must approve the issue of a Debit Card to any signatory, however, once the Debit Card is issued, it may be used to provide Instructions on the Account by one signatory alone.

Any one signatory may give notice in relation to a withdrawal from a Notice Account or Term Deposit provided the withdrawal is to the Designated Account or to the Private Access Account or One Account held by the Account Holder.

Term Deposits may be withdrawn on maturity. From 1 January 2015, 31 days notice must be given by You for a full or partial withdrawal of the Term Deposit prior to maturity, unless hardship applies as assessed and agreed to by Us. If you proceed with the full or partial withdrawal prior to maturity for any reason we will have the right to reduce the amount of interest payable to you.

The Authority to Operate applies to any changes that you wish to make to your Designated Account details, as well as all third party payment Instructions. If the Authority to Operate is incomplete We may rely on Instructions given by any one signatory. We are not obliged to notify you that the Authority to Operate section of the Account Application Form has been left incomplete.

42. We can impose fees and charges in respect of your account. This includes, in the case of a Term Deposit, making adjustments to the amount of interest payable to you if funds are withdrawn prior to the maturity date of the Term Deposit (including by debiting any interest that may already have been credited to your account, which you will be taken to have specifically authorised Us to do). The fees and charges applying to your account are disclosed in the Transactions and Savings Account PDS and FSG which was current at the time you completed and submitted your Account Application Form to Us.

We reserve the right to enforce or not to enforce the application of account fees and charges, introduce new account fees and charges or vary the fees and charges currently applicable. We will notify you of any such changes to Our fees and charges.

If a change has a material adverse impact on you, We will notify you of the change and you may, within 30 days after the date of Our notification, terminate the account without paying any early termination fees. If you do not terminate the account within the 30 day period, you will be deemed to have agreed to the change.

If the change does not have a material adverse impact on you, We will publish the change on Our website [www.boqspecialist.com.au](http://www.boqspecialist.com.au).

You instruct Us to deduct any fees and charges that you

have agreed to under this clause.

43. If there is any inconsistency between these Terms and Conditions and any special Terms and Conditions (if applicable to your account), the special Terms and Conditions shall prevail to the extent of the inconsistency. If there is any inconsistency between these Terms and Conditions (including any special Terms and Conditions applicable to your account) and the Transaction and Savings Accounts Combined PDS and FSG, these Terms and Conditions will prevail.

44. We will send you a monthly statement in respect of your Private Access, One Account and Notice Account.

This will, at Our discretion, be by post to your mailing address or electronically to your email address, unless We have otherwise agreed for statements to be made available through BOQ Specialist Online Banking only. The mailing and/or email address used for this purpose will be as specified in your Account Application Form or as otherwise notified by you to Us from time to time.

45. If you ask Us to cancel a Direct Debit authorising Us or another party to deduct funds from your Private Access or One Account We will do so promptly. However the cancellation of a Direct Debit may put you in breach of your contract with that other party. We will not be responsible for any such breach or for any loss or damage you may suffer in connection with any such breach.

46. We reserve the right to vary these Terms and Conditions. If a change has a material adverse impact on you, We will notify you of the change and you may, within 30 days after the date of Our notification, terminate your account without paying any early termination fees. If the change does not have a material adverse impact on you, We will publish the change on Our website [www.boqspecialist.com.au](http://www.boqspecialist.com.au).

47. You:

- (a) consent to the recording of all telephone conversations between you (or any person representing you) and Us (or any of Our related entities) in connection with any of your accounts opened by Us, with or without an automatic tone warning device;
- (b) agree that such recordings may be used by Us for Our own purposes including training, confirmation of Instructions, security and, where We deem necessary, in the resolution of a dispute between the parties and may be submitted in evidence in any legal or administrative proceedings relating to the account, as prima facie evidence of its contents; and
- (c) agree that where a recording collects 'personal information' as that term is defined in the Privacy Act 1988 (Cth), you consent to the use and disclosure of the personal information for the purposes set out above.

48. We may, for the purposes of exercising any of Our rights, powers or privileges under this agreement or if required by any law, government agency or stock exchange, disclose to any person (including, any potential assignee, novatee or participant) any documents or records of, or information about you, a



transaction, any other collateral documents or security or the assets, business or affairs, relating to you, whether or not confidential and whether or not the disclosure would be in breach of any law or any duty owed to you.

49. You agree that We may effect transactions with or through agents or correspondent banks as determined by Us from time to time. While We and/or a member of the BOQ Group will choose these agents or correspondent banks with reasonable care to ensure they are reliable, neither BOQ Specialist nor members of the BOQ Group will have any responsibility for any acts or omissions of such parties.
50. You acknowledge and agree that We may effect transactions for you through the agency of and/or with a party which is a member of the BOQ Group or a person associated with Us or in which We have a direct or indirect material interest.
51. We may close your account (including a fixed Term Deposit prior to its maturity or a Notice Account prior to the completion of the applicable notice period):

(a) without notice, if

- We are not able to verify the information disclosed in your Account Application Form to Our satisfaction;
- you fail to provide Us with any information or supporting documentation We request from you under these Terms and Conditions within the time We request it;
- We determine in good faith that the performance of Our obligations under these Terms and Conditions has resulted in, or may result in, a breach of any applicable law, rule, regulation, judgement, order or directive of any government, administrative, legislative or judicial power or authority; or
- in any other circumstances where We are permitted or required to close your account under applicable law;

(b) if your account is an inactive account

An 'inactive account' for the purposes of these Terms and Conditions means an account that has a nil balance, or where no transactions have been made on the account, for a reasonable period of time (as determined by Us); and

(c) at any time in Our absolute discretion upon giving notice which is reasonable in the circumstances.

If there is a credit balance in your account at the time We close it, We will return this amount to you (including any accrued interest up to the date of termination) less any applicable fees and charges, in Australian dollars. We may return this amount by paying it into your designated bank account, by bank cheque or, in the case of an inactive account, by transferring it to any 'unclaimed moneys fund' in accordance with applicable law.

52. If a provision of these Terms and Conditions is invalid or unenforceable in a jurisdiction, it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability, and that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

53. A single or partial exercise of a right by Us does not preclude another exercise of another right. Failure by Us to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

54. These Terms and Conditions and your account are governed by the laws of New South Wales. You agree to submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales.

55. You must pay to Us on demand any costs incurred by Us in enforcing Our rights under this agreement. You authorise Us to debit any of these costs from the Designated Account. We may do so on or after the date We pay them or the date they become due or payable by you or Us (whichever is earlier).

56. If you enter into this agreement in the capacity as trustee of a trust, the following applies:

(a) the trustee enters into this agreement in both the trustee's personal capacity and as trustee of the trust;

(b) the trustee warrants to us that:

- (i) the trustee has unrestricted authority and power to enter into this agreement;
- (ii) entering into this agreement is in the due and proper administration of the trust and is for the benefit of the beneficiaries of the trust;
- (iii) the performance by the trustee of the trustee's obligations under this agreement has been duly authorised in accordance with the terms of the trust; and
- (iv) no limitation or restriction exists in respect of the trustee's rights to be indemnified from the trust assets for the trustee's obligations under this agreement;

(c) the trustee must not, so far as it is able to do so, permit any of the following to occur without Our prior written consent:

- (i) any variation, replacement or limitation of the terms of the trust deed;
- (ii) the trustee's removal as trustee or the appointment of another trustee of the trust whether or not in conjunction with the trustee; or
- (iii) any distribution, transfer or setting aside of any part of the income or capital of the trust.

57. The singular includes the plural and vice versa.

58. A reference to a person includes a corporation and vice versa.

59. 'Including' and similar expressions are not words of limitation.

---

## Direct Debit Request Service Agreement

This is your Direct Debit Request Service Agreement with BOQ Specialist Bank Limited ABN 55 071 292 594. It explains what your obligations are when undertaking a Direct Debit arrangement with Us. It also details what Our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

### Definitions

**account means** the account held at your financial institution from which We are authorised to arrange for funds to be debited.

**agreement means** this Direct Debit Request Service Agreement between you and Us.

**banking day means** a day other than a Saturday or a Sunday or a public holiday listed throughout Australia, or bank holiday in Sydney, Australia.

**debit day means** the day that payment by you to Us is due.

**debit payment means** a particular transaction where a debit is made.

**Direct Debit Request means** the Direct Debit Request between Us and you.

**us or we means** BOQ Specialist Bank Limited (the Debit User) you have authorised by requesting a Direct Debit Request.

**you means** the client who has signed or authorised by other means the Direct Debit Request.

**your financial institution means** the financial institution nominated by you on the Direct Debit Request at which the account is maintained.

#### 1. Debiting your account

- 1.1 By signing a Direct Debit Request or by providing Us with a valid Instruction, you have authorised Us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between Us and you.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request. Subject to clause 5 [Dispute] if We incorrectly debit funds from your account or incorrectly make a debit payment, in contravention of your authorisation, We will first attempt to recover the funds. If We are unable to recover such funds, We will reimburse your account with such funds on the condition that:
  - a. you provide Us with such reasonable assistance that We may require to recover such funds; and

- b. if you subsequently recover such funds, you must repay Us the amounts that We reimbursed you in accordance with this clause. Aside from this, We limit Our liability to you in the same manner as set out in clause 14 of the Terms and Conditions for Transaction and Savings Accounts.

- 1.3 If the debit day falls on a day that is not a banking day, We may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.
- 1.4 You indemnify Us against any claims, loss, damage or expense that We may suffer or incur in connection with Us acting in accordance with your Direct Debit Request authorisation.
- 1.5 You may request a change to the drawing frequency by contacting Us and advising of your requirements no less than 5 Business Days prior to the next due date of the regular drawing. Note any change does not alter your responsibility to meet the required payment owing under your One Account. Where you consider that a drawing has been initiated incorrectly you may take the matter up directly with Us or lodge a direct debit claim through your financial institution.

#### 2. Amendments by us

- 2.1 We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days' written notice.

If the variations have a material adverse impact on you, you may, within fourteen (14) days after the date of your notice, terminate the agreement or direct request, as the case may be, without paying any early termination fees.

If you do not terminate the agreement or Direct Debit Request within the 14 day period, you will be deemed to have agreed to the variation.

#### 3. Amendments by you

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least 7 days notification by writing to:

c/o Operations BOQ Specialist Bank Limited Level 23, The Chifley Tower, 2 Chifley Square SYDNEY, NSW 2000; or by telephoning Us on 1300 160 160 during business hours; or arranging it through Your own financial institution, which is required to act promptly on your Instructions. Note in relation to the above reference to 'change', Your financial institution may 'change' Your debit payment only to the extent of advising Us of Your new account details. Changes do not alter your responsibility to meet the required payment owing under your One Account.

You may vary the Designated Account to be debited pursuant to a Direct Debit Request by providing instructions in writing in any way we notify you. BOQ Specialist will effect the variation within 14 days of receiving instructions from you.

#### **4. Your obligations**

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.
- 4.2 If there are insufficient clear funds in your account to meet a debit payment:
  - a. you may be charged a fee and/or interest by your financial institution;
  - b. you may also incur fees or charges imposed or incurred by Us; and
  - c. you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that We can process the debit payment
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.

#### **5. Dispute**

- 5.1 If you believe that there has been an error in debiting your account, you should notify Us directly on 1300 160 160 and confirm that notice in writing with Us as soon as possible so that We can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.

- 5.2 If We conclude as a result of Our investigations that your account has been incorrectly debited We will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly.

We will also notify you in writing of the amount by which your account has been adjusted.

- 5.3 If We conclude as a result of Our investigations that your account has not been incorrectly debited We will respond to your query by providing you with reasons and any evidence for this finding in writing.

#### **6. Accounts**

- 6.1 You should check:
  - a. with your financial institution whether direct debiting is available from your account as direct debiting through the Bulk Electronic Clearing System is not available on all accounts offered by financial institutions;
  - b. your account details which you have provided Us are correct by checking them against a recent account statement from your financial institution; and
  - c. with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

#### **7. Confidentiality**

- 7.1 We will keep any information (including your account details) in your direct debit confidential. We will make reasonable efforts to keep any such information that We have about you secure and to ensure that any of Our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information that we have about you:
  - a. to the extent specifically required by law; or
  - b. for the purposes of this agreement (including disclosing information in connection with any query or claim); and
  - c. if required by your financial institution (or Our sponsor into the Bulk Electronic Clearing System) to be provided in connection with a claim made on it relating to an alleged incorrect or wrongful debit.

#### **8. Notification**

- 8.1 If you wish to notify Us in writing about anything relating to this agreement, you should write to: BOQ Specialist Bank Limited Client Service Centre Level 23, The Chifley Tower, 2 Chifley Square, Sydney, NSW 2000 or via email [client.service@boqspecialist.com.au](mailto:client.service@boqspecialist.com.au) or telephone 1300 160 160.
- 8.2 We will notify you by sending a notice in the ordinary post to the address you have given Us in the Direct Debit Request.
- 8.3 Any notice will be deemed to have been received on the third banking day after posting.

---

## Financial Services Guide

### About this document

This Financial Services Guide (FSG), dated 1 October 2014 contains important information in which We (BOQ Specialist Bank Limited – referred to throughout this FSG as BOQ Specialist, 'We' or 'Us') outline:

- **who We are and how We can be contacted;**
- **the services and products We are authorised to provide;**
- **how We (and other relevant parties) are remunerated;**
- **details of any potential conflicts of interest;**
- **details of our internal and external dispute resolution procedures and how you can access them.**

This FSG should assist you in deciding whether to use any products or services. If you choose to use any of our products or services you may also receive other documents about these products or services, which you should read carefully.

### Product Disclosure Statement (PDS)

This FSG is being given to you with a PDS. A PDS is a document that describes a financial product. It contains important information about the costs, significant benefits, risks and other features of a product. This information is designed to help you make informed choices. You should read the PDS carefully and consider whether the product described in right for you before purchasing a product or making any investment decision.

### About BOQ Specialist

Any financial services offered are provided by representatives of BOQ Specialist. BOQ Specialist Bank Limited ABN 55 071 292 594 is a wholly owned subsidiary of Bank of Queensland Limited ABN 32 009 656 740 (BOQ). BOQ and BOQ Specialist are both Authorised Deposit-taking Institutions in their own right. Neither BOQ nor BOQ Specialist guarantees or otherwise supports the obligations or performance of each other or each other's products.

BOQ Specialist is a participant in the licensed market operated by Bloomberg Tradebook Australia Pty Limited.

### How you can give Us instructions

You can usually give us instructions by telephone, mail, email, fax or via our website. There may be special instruction arrangements for some products or services – details of which will be explained in the relevant PDS.

### Our financial services and products

BOQ Specialist is authorised to offer the following financial products and services in relation to the products described in the PDS:

- **giving general advice on and dealing in:**
  - **Deposit and payment products**

- **Foreign exchange contracts**
- **Making a market in the following financial products:**
  - **Foreign exchange contracts**
  - **Providing custodial or depository services**

### Fees, commissions and other benefits

#### How We are paid

BOQ Specialist, as the product issuer, will receive fees and charges in respect of the products issued by Us. For information on the fees and charges relating to a BOQ Specialist financial product, please refer to the 'Fees and charges' section of the relevant PDS.

#### How Our staff are paid

Our employees receive a salary for providing the financial services described in this FSG. Our employees may also be entitled to participate in a bonus and/or commission structure in respect of all of their activities – not exclusively in respect of BOQ Specialist deposit products. Our employees may also be entitled to various monetary or non-monetary incentives for particular promotional initiatives.

#### How We pay others who offer our products

Details of fees, commissions and other payments we may make to third parties are set out in the PDS.

### How to contact Us

You can contact Us using the means described in the PDS that is given with this FSG.

#### Complaints

If you have a complaint, please raise it with us. You can lodge a complaint by:

- **Contacting the banker you usually deal with; or**
- **Calling us on 1 300 160 160; or**
- **Writing to us:**  
**Complaints Officer**  
**BOQ Specialist Bank Limited**  
**GPO Box 2539**  
**Sydney NSW 2001**

We will try to resolve your complaint quickly and fairly. We aim to respond to complaints within five days of receiving them.

If you are not satisfied with the outcome of our internal dispute resolution process you can ask that the matter be assessed by our independent external dispute resolution provider, the Financial Ombudsman Service (FOS). FOS is free to use. You can contact FOS direct:

Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001  
Telephone: 1 300 780 808  
Email: [info@fos.org.au](mailto:info@fos.org.au)

You can find further information about FOS by visiting their website: [www.fos.org.au](http://www.fos.org.au)

---

## BOQ Specialist Debit Card Conditions of Use

BOQ Specialist Bank Limited

ABN 55 071 292 594

Effective 1 October 2014

### IMPORTANT NOTE

This document does not contain all the terms relating to the use of the BOQ Specialist Debit Card, further terms and conditions are in the Debit Card Fee Schedule and the Acknowledgement and Consent in your application form for the BOQ Specialist One Account. Together, the Debit Card Fee Schedule, the Acknowledgement and Consent, these Conditions of Use, and the relevant fees as set out in the Product Disclosure Statement (PDS) for your One Account govern the use of the Debit Card.

The BOQ Specialist Debit Card can only be used in conjunction with your One Account or any other account approved by BOQ Specialist. The operation of your Debit Card is subject to the PDS and terms and conditions (including fees) governing that One Account including any applicable overdraft or line of credit facility. An instruction by Debit Card is an "Instruction" under the terms of that Account. You will need to read and accept the terms and conditions for the One Account (with or without an overdraft). The issuance of a BOQ Specialist Debit Card to you or any other Cardholder is subject to the signing authority on the One Account.

**It is important that you read all of these documents carefully and retain them for future reference.**

In the event of any inconsistency between these Conditions of Use and the terms and conditions applicable to the One Account, these Conditions of Use prevail.

Lost or Stolen Visa Debit Cards or Cardholder Enquiries

Client Service Enquiries

Within Australia

Call 1300 160 160

Overseas

Call +61 2 9293 2121

Postal Address

BOQ Specialist Bank Limited

GPO Box 2539

SYDNEY NSW 2001

Please read these Conditions of Use. They apply to:

- **all Transactions initiated through an Electronic Banking Terminal (which in these Conditions of Use refers to EFTPOS devices and ATMs) by the combined use of a BOQ Specialist Debit Card and signature or a BOQ Specialist Debit Card and PIN; and**
- **all other Transactions (including telephone Transactions, internet Transactions, manually processed Transactions and Visa payWave Transactions) effected with the use of your BOQ Specialist Debit Card.**

Either the activation of a BOQ Specialist Debit Card or the first Transaction using a BOQ Specialist Debit Card (whichever comes first) will be taken as your agreement to comply with these Conditions of Use. You should be aware that a Transaction may arise on your BOQ Specialist Debit Card prior to activation in circumstances where a Transaction is conducted manually or is below certain monetary limits (which is set by the relevant merchant's acquiring institution) where no electronic approval is required.

These Conditions of Use apply to the Primary Cardholder and any Additional Cardholders and you are responsible for ensuring that Additional Cardholders comply with them.

If any Cardholder fails to properly safeguard their BOQ Specialist Debit Card and PIN you may increase your liability for unauthorised use (refer to section 21 for a list of circumstances where you may be held liable for unauthorised use of a BOQ Specialist Debit Card).

The BOQ Specialist Debit Card is issued to Cardholders by BOQ Specialist Bank Limited ABN 55 071 292 594 (BOQ Specialist). BOQ Specialist is an authorised deposit-taking institution and a member of Visa.

If these Conditions of Use are not clear to you, contact BOQ Specialist BEFORE activating or using your BOQ Specialist Debit Card or alternatively seek independent advice from your accountant or lawyer.

At your request, BOQ Specialist may attach other services to your BOQ Specialist Debit Card. Any such additional services that you request to be attached to your BOQ Specialist Debit Card will be advised to you in writing.

### Amounts payable in relation to the Debit Card facility

Fees relating to the BOQ Specialist Debit Card are included in the Debit Card Fee Schedule annexed to these Conditions of Use, and relevant account related fees are included in the Fee Schedule in the PDS for the One Account as well as in the annexure to these conditions of use. BOQ Specialist reserves the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your BOQ Specialist Debit Card by any government or by any regulatory authority.

### Do you want further information on BOQ Specialist's fees and charges?

If so, please call the Client Service Centre on 1300 160 160. You can also find more information by visiting BOQ Specialist's website at [www.boqspecialist.com.au](http://www.boqspecialist.com.au). Both the fees and the amount of any payments or other withdrawals made by using the BOQ Specialist Debit Card are paid by you by BOQ Specialist debiting them to your BOQ Specialist One Account.

Words that are capitalised in these Conditions of Use are defined in Section A.

---

## Contents

<b>SECTION A</b>	<b>26</b>
1. Definitions	26
2. Interpretation	27
 <b>SECTION B</b>	 <b>27</b>
1. Activating you card and agreeing to these conditions of use	28
2. Additional cards	28
3. Signing your BOQ Specialist Debit Card	28
4. Security	28
5. Reporting the loss or theft of your BOQ Specialist Debit Card	29
6. Using your BOQ Specialist Debit Card	29
7. Using your BOQ Specialist Debit Card outside of Australia	30
8. Verified by Visa	30
9. Transaction Limits	31
10. Available Balance	31
11. Additional Cardholder Spend Limits	31
12. Authorisation and Processing of Transactions	32
13. Statements and Receipts	32
14. Transactions debited to your BOQ Specialist One Account using your Debit Card	32
15. Fees and Charges	33
16. Government Fees and Charges	33
17. Regular Payment Arrangements	33
18. Complaints and the Dispute Resolution Scheme	33
19. Renewal of your BOQ Specialist Debit Card	33
20. Cancelling or Suspending your BOQ Specialist Debit Card	34
21. Your Liability in case your BOQ Specialist Debit Card is lost or stolen or in the case of Unauthorised Use	34
22. Visa Zero Liability	35
23. Indemnity	35
24. Resolving errors on Account Statements	35
25. Malfunction	36
26. Changes to Conditions of Use	36
27. Other General Conditions	36
28. Debit Card fee schedule	37



---

## Section A

### Definitions and Interpretation

#### 1. Definitions

- 1.1 **Accountholder** means the person(s) in whose name the One Account to which all BOQ Specialist Debit Cards are linked, and who is responsible (in the first instance) for all Transactions made using the BOQ Specialist Debit Card by any Cardholders.
- 1.2 **Acknowledgement and Consent** means the Acknowledgement and Consent forming part of the One Account application form which was completed by the Accountholder.
- 1.3 **Additional Cardholder** means the person(s) who, at the request of the Primary Cardholder (or where there is no Primary Cardholder, at the request of the Accountholder), from time to time is/are issued with an additional BOQ Specialist Debit Card for use on the Card Account and who is a signatory on the One Account. For example, a BOQ Specialist Debit Card may, at our discretion, be issued to one or more, signatories of a Company Account, at the Accountholder's request, and in accordance with the operating authority on the linked One Account.
- 1.4 **Available Balance** means the balance available in cleared funds on your One Account which may be accessed using your BOQ Specialist Debit Card and includes any overdraft or credit limit.
- 1.5 **AML Legislation** means the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) and its associated rules, regulatory guides and regulations.
- 1.6 **ATM** means an automated teller machine.
- 1.7 **BOQ Specialist** means BOQ Specialist Bank Limited ABN 55 071 292 594 (Credit Licence number 234975).
- 1.8 **BOQ Specialist Debit Card** means the Visa Debit card issued to the Primary Cardholder pursuant to the One Account terms and conditions and these Conditions of Use (and includes all BOQ Specialist Debit Cards issued to any Additional Cardholders as requested by the Primary Cardholder or Accountholder).
- 1.9 **BPAY** means the electronic payments service provided by BPAY Pty Ltd ABN 69 079 137 518.
- 1.10 **Business Day** means any day that BOQ Specialist is open for business in Sydney, excluding Saturday, Sunday and public holidays.
- 1.11 **Cardholder** means the Primary Cardholder and/or any Additional Cardholder.
- 1.12 **Card Number** means the unique number assigned by BOQ Specialist to each BOQ Specialist Debit Card and which is recorded on that BOQ Specialist Debit Card.
- 1.13 **Client Service Centre** means the Client Service Centre operated by employees of BOQ Specialist including employees of the BOQ Group of companies, its agents, consultants or subcontractors and which may be accessed 24 hours a day, 7 days a week by telephone.
- 1.14 **Conditions of Use** means this document and includes any other version of this document that replaces an earlier version.
- 1.15 **Contract** means the agreement between you and BOQ Specialist for the provision of BOQ Specialist Debit Cards. Your contract consists of these Conditions of Use, the Acknowledgement and Consent and the Debit Card Fee Schedule and the One Account Terms and Conditions (including the terms and conditions governing any overdraft).
- 1.16 **Debit Card Fee Schedule** means the schedule of Debit Card fees which sets out the fees relating to your BOQ Specialist Debit Card. It is annexed to these conditions of use. It is also available online. Relevant account related fees are included in the Fee Schedule in the PDS for the One Account and in the annexure to these Conditions of Use.
- 1.17 **Disputed Transaction** means where you dispute a Transaction on your BOQ Specialist Debit Card and BOQ Specialist is required to investigate the Transaction by contacting the relevant merchant's financial institution.
- 1.18 **EFTPOS** means an electronic funds transfer at point of sale.
- 1.19 **Electronic Banking Terminal** means an ATM or EFTPOS device.
- 1.20 **Expiry Date** means the expiry date printed on the front of the BOQ Specialist Debit Card.
- 1.21 **Monthly Spend Limit** means the maximum monetary amount (that has been set by the primary cardholder) that an Additional Cardholder may spend per calendar month or part thereof, in respect of Transactions that are performed by that Additional Cardholder using their BOQ Specialist Debit Card.
- 1.22 **Non-Cash Advances** means Purchases, government fees and charges, any interest that has accrued on the One Account, BOQ Specialist's fees and charges and any enforcement expenses that are debited from your Available Balance.
- 1.23 **One Account** means the transactional account with or without an overdraft offered under the relevant product disclosure document.
- 1.24 **One Account Monthly Statement** means the monthly statement of account that BOQ Specialist provides to you for the One Account.
- 1.25 **Online Banking** means any banking service provided by BOQ Specialist by use of the internet.
- 1.26 **PIN** means the secret personal identification number relating to a BOQ Specialist Debit Card.
- 1.27 **Primary Cardholder** means the individual(s) who opens the One Account with BOQ Specialist in their name, is an account signatory and is responsible (in the first instance) for all Transactions made using the Debit Card, including Transactions that are made by any Additional Cardholders. Where your One Account is held in a company name, all cardholders are Additional Cardholders.
- 1.28 **Purchase** means each amount charged by the supplier for the supply of any goods or services purchased by the use of a BOQ Specialist Debit Card on your One Account.

- 1.29 **Telephone Banking** means the banking services provided by BOQ Specialist by use of a telephone.
- 1.30 **Transaction** means a Purchase or ATM withdrawal.
- 1.31 **Transaction Statement Date** means the date that BOQ Specialist processes a Transaction and applies that Transaction to your One Account.
- 1.32 **Used** includes use of the Card or any number on or associated with the BOQ Specialist Debit Card (for example, it includes quoting the card number to authorise a transaction over the phone or internet).
- 1.33 **Verified by Visa Participating Merchant** means a merchant from whom online Transactions can be made and who participates in the Verified by Visa program described in section 8 below.
- 1.34 **Visa** means Visa Worldwide PTE. Limited.
- 1.35 **Visa payWave** refers to the contactless method by which a BOQ Specialist Debit Card may be used to complete a Transaction by waving the BOQ Specialist Debit Card over a merchant's Visa payWave enabled point of sale terminal, without the need for a PIN or signature.
- 1.36 **"you"** or **"You"** or **"Your"** or **"your"** means the Primary Cardholder, of if there is no Primary Cardholder, means the Accountholder.
- 1.37 **"our"**, **"we"**, **"us"** or **"Our"**, **"We"** or **"Us"** refers to BOQ Specialist.

## 2. Interpretation

- **For the purposes of these Conditions of Use, a reference to: one gender includes the other gender;**
- **the singular includes the plural and the plural includes the singular;**
- **any dollar amount is an Australian dollar amount;**
- **headings are for ease of reference only; and**
- **references to a particular law or regulation includes such law or regulation as may be amended, re-enacted or replaced.**

---

## Section B

### 1. Activating your card and agreeing to these conditions of use

- 1.1 Use of any BOQ Specialist Debit Card issued by BOQ Specialist to you or any Additional Cardholder you nominate shall be subject to these Conditions of Use.
- 1.2 You acknowledge your acceptance of these Conditions of Use upon:
- signing the Warranty and Acknowledgement in the application form (if you have already received them); or
  - the first time you or an Additional Cardholder activate a BOQ Specialist Debit Card; or
  - you or an Additional Cardholder use the BOQ Specialist Debit Card (whether or not activated) to carry out any transaction.
- 1.3 The BOQ Specialist Debit Card can be used only in conjunction with your One Account or any other account approved by BOQ Specialist.
- 1.4 The operation of your BOQ Specialist Debit Card is subject to the terms and conditions governing that account including any applicable overdraft or line of credit facility.
- 1.5 Where your One Account is held jointly, each joint account holder is bound by these Conditions of Use jointly and severally irrespective of whether each has been issued with a BOQ Specialist Debit Card.
- 1.6 Where your One Account is held jointly, each Accountholder may as per the signing authority on the account, need to authorise the issuance of a BOQ Specialist Debit Card to an accountholder i.e. "all to sign" or "only one to sign" to operate the One Account. That cardholder must also be a signatory on the One Account. For companies, issue of a BOQ Specialist Debit Card can be authorised in accordance with the signing authority on the One Account (i.e. 1, 2 or all signatories to sign as the case may be).
- 1.7 If you authorise the issue of a BOQ Specialist Debit Card, you authorise that Cardholder to use the BOQ Specialist Debit Card to access the Available Balance. That authority supersedes any other requirement (e.g. in the signing authority) for more than one signing authority to withdraw funds from the One Account.
- 1.8 You must ensure that each Additional Cardholder also complies with every obligation on a Cardholder or Additional Cardholder in these Conditions of Use.
- 1.9 When you or any Additional Cardholder receives a new BOQ Specialist Debit Card in the mail, each Cardholder must activate their BOQ Specialist Debit Card by either calling:
- our Client Service Centre on 1300 160 160; or
  - accessing our Online Banking and activating the card within Online Banking.



1.10 If you do not agree with these Conditions of Use, do not:

- activate a BOQ Specialist Debit Card or use it (or allow anyone else to use or activate a BOQ Specialist Debit Card); or
- permit any Cardholder to use their BOQ Specialist Debit Card. Instead, return all BOQ Specialist Debit Cards to BOQ Specialist (cut in half diagonally, including cutting in half any chip on the card).

## 2. Additional cards

2.1 You can ask BOQ Specialist to give an additional BOQ Specialist Debit Card and PIN to someone else you nominate to be an Additional Cardholder on your Card Account, provided that the person you nominate is a signatory to the One Account and is over 16 years of age. You can do this by contacting the BOQ Specialist Client Service Centre. BOQ Specialist is not obliged to grant any additional BOQ Specialist Debit Cards. BOQ Specialist is required to comply with all laws governing the issuing of debit cards (including identification and verification of any additional cardholders in accordance with the AML Legislation). BOQ Specialist may require you to authorise the issue of an additional BOQ Specialist Debit Card and PIN in writing.

2.2 The number of Additional Cardholders on your One Account at any one time is limited to a maximum of nine (9). We may change this number at our discretion. This includes the issuance of more than one card to one cardholder.

2.3 When BOQ Specialist issues an additional BOQ Specialist Debit Card at your request:

- you agree that you will provide the Additional Cardholder with a copy of these Conditions of Use and any updates BOQ Specialist makes to these Conditions of Use from time to time that are communicated to you;
- you will be liable for all Transactions carried out by the Additional Cardholder;
- the Additional Cardholder has access to the full Available Balance on the One Account, subject to any Maximum Spend Limit nominated for that Additional Cardholder;
- you can be liable for fraudulent or unauthorised transactions that can occur on BOQ Specialist Debit Cards issued to Additional Cardholders;
- where you (or the Additional Cardholder) advise BOQ Specialist that a Transaction that has occurred on your BOQ Specialist Debit Card or the Additional Cardholder's BOQ Specialist Debit Card is fraudulent, unauthorised or disputed, BOQ Specialist will investigate and review that Transaction in accordance with section 24 below;
- you authorise BOQ Specialist to give to any Additional Cardholder information about your Card Account for the purposes of their use of the additional BOQ Specialist Debit Card;

- you authorise BOQ Specialist to act on the instructions of the Additional Cardholder in relation to their use of their additional BOQ Specialist Debit Card, except to the extent that any such instructions relate to the termination of the Debit Card, the increase of an Additional Cardholder's Monthly Spend Limit or the replacement of an additional BOQ Specialist Debit Card following cancellation of that BOQ Specialist Debit Card by you;
- you can cancel the additional BOQ Specialist Debit Card at any time by cutting it in half diagonally (including cutting in half any chip on the BOQ Specialist Debit Card) and either returning the pieces to BOQ Specialist and requesting the additional BOQ Specialist Debit Card be cancelled or by informing BOQ Specialist (by calling our Client Service Centre on 1300 160 160) that you have destroyed the BOQ Specialist Debit Card and disposed of the pieces securely.

2.4 If an Additional Cardholder does not comply with these Conditions of Use then you (as Primary Cardholder) will be in breach of these Conditions of Use.

2.5 You will not be liable to BOQ Specialist for the value of any Transaction occurring on an additional BOQ Specialist Debit Card after you have cancelled the additional BOQ Specialist Debit Card, except in circumstances where the additional BOQ Specialist Debit Card is used after it has been cancelled for:

- store purchases which are below certain monetary limits (which are set by the relevant merchant's financial institution) where no electronic approvals are in place; or
- Transactions that are processed manually; or
- regular/direct debit payment arrangements which an Additional Cardholder has put in place; or
- unless the Transactions are fraudulent, unauthorised or disputed, in which case we will investigate in accordance with section 24 below.

In these circumstances, it is not possible for BOQ Specialist to physically stop the Transaction from occurring. If the additional BOQ Specialist Debit Card is used after you have cancelled it in these circumstances then you will be liable to BOQ Specialist for the value of any Transaction as well as any reasonable costs incurred by BOQ Specialist in collecting the amounts owing.

## 3. Signing your BOQ Specialist Debit Card

You agree to sign your BOQ Specialist Debit Card as soon as you receive it and before using it, as a means of preventing unauthorised use. You must ensure that any Additional Cardholder who has been issued with a BOQ Specialist Debit Card also sign their card(s) as soon as they receive them and in any event before using the card(s).

## 4. Security

- 4.1 The security of a BOQ Specialist Debit Card and PIN is very important as their use by any person provides access to your One Account. You must take care to ensure that each Cardholder's BOQ Specialist Debit Card and PIN are not misused, lost or stolen and that they do not become known to anyone else.
- 4.2 This Section 4 contains guidelines which should be followed by you and Additional Cardholders to ensure the security of your BOQ Specialist Debit Card and PIN. If Cardholders fail to safeguard their BOQ Specialist Debit Card or PIN, you may increase your liability for unauthorised use (refer to Section 21 below for a list of circumstances where you may be held to be liable for an unauthorised transaction).

To protect BOQ Specialist Debit Cards and PINs, you must ensure that you and every Additional Cardholder:

- sign the BOQ Specialist Debit Card immediately it is received;
- memorise the PIN and never store it with or near the BOQ Specialist Debit Card;
- never write a PIN on a BOQ Specialist Debit Card;
- do not (if the PIN is changed) select a PIN that represents a birth date or a recognisable part of the Cardholder's name. If an obvious PIN such as a name or date is used, you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to BOQ Specialist that the PIN has been misused or has become known to someone else;
- do not access BOQ Specialist's website via an email link embedded in an email;
- always access the website directly from your internet page;
- maintain up-to-date anti-virus software and a firewall on your computer;
- never disclose a PIN to anyone either verbally, in writing or electronically;
- never lend or give a BOQ Specialist Debit Card to anyone;
- never tell anyone the PIN (including BOQ Specialist and its staff);
- try to prevent anyone else seeing the Cardholder enter the PIN into an Electronic Banking Terminal;
- never leave a BOQ Specialist Debit Card unattended, e.g. in a car or at work;
- immediately report the loss, theft or unauthorised use of a BOQ Specialist Debit Card to the Client Service Centre on 1300 160 160;
- keep a record of the Client Service Centre telephone number with the Cardholder's usual list of emergency telephone numbers;
- examine your Monthly Card Account Statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use; and

- for security reasons, on the Expiry Date, destroy the Cardholder's BOQ Specialist Debit Card by cutting it diagonally in half (including cutting in half any chip on the BOQ Specialist Debit Card) and disposing of it securely.

## 5. Reporting the loss or theft of your BOQ Specialist Debit Card

- 5.1 If a Cardholder believes a BOQ Specialist Debit Card or PIN has been lost, stolen or misused, or the PIN has become known to someone else, the Cardholder should IMMEDIATELY report this by:
- In Australia  
Calling our Client Service Centre on 1300 160 160  
While Overseas  
Calling +61 2 9293 2121
- 5.2 At the time of making the report, the Cardholder will be given a reference number to retain as evidence of the date and time of the report.
- 5.3 If the loss, theft or misuse occurs outside of Australia, a Cardholder may choose to notify a financial institution displaying the Visa logo. You must also then confirm the loss, theft or misuse of the BOQ Specialist Debit Card with BOQ Specialist immediately by telephoning the Client Service Centre.
- 5.4 If a BOQ Specialist Debit Card is reported as lost or stolen, BOQ Specialist will issue the Cardholder a replacement BOQ Specialist Debit Card. It will take BOQ Specialist a reasonable time to arrange cancellation and the issue of a replacement BOQ Specialist Debit Card. If a replacement BOQ Specialist Debit Card is issued where the Cardholder has reported your BOQ Specialist Debit Card as lost or stolen, you will not be charged a Card Replacement Fee (or an Overseas Card Replacement Fee if you are overseas). However, if the replacement card needs, at the Cardholder's request to be delivered to you outside the normal course of business, then a card replacement fee is payable and reference is made to the Debit Card Fee Schedule for details of these fees.

## 6. Using your BOQ Specialist Debit Card

- 6.1 The BOQ Specialist Debit Card is generally accepted anywhere the Visa logo is displayed in Australia and overseas. The BOQ Specialist Debit Card allows you and any Additional Cardholder access to the full Available Balance that is linked to your One Account, subject to any applicable Monthly Spend Limit, regardless of the signing instructions that apply to your One Account as reflected in your BOQ Specialist One application form.
- 6.2 Cardholders can use the BOQ Specialist Visa Debit Card to make cash withdrawals at most ATM's throughout Australia and cash withdrawals at ATM's internationally displaying the Visa logo. See the Debit Card Fee Schedule for BOQ Specialist's ATM withdrawal fees. However, please be aware that some terminals charge additional fees which are payable by you. We cannot ensure that ATMs will always have money available or that all financial institutions will provide ATM services to Cardholders.

- 6.3 Cardholders can also use the BOQ Specialist Debit Card to pay for goods or services or withdraw cash at EFTPOS terminals across Australia or to make purchases over the phone or via the internet. Some merchants however may choose not to accept Visa debit cards or may also charge an additional fee for debit card payments. Cardholders should always check with the merchant that it will accept your BOQ Specialist Debit Card before attempting to purchase any goods or services and also if they will be charging Cardholders an additional fee for using the BOQ Specialist Debit Card.
- 6.4 BOQ Specialist does not warrant or accept any responsibility if a merchant chooses not to accept, or has an Electronic Banking Terminal which does not accept your BOQ Specialist Debit Card. Cardholders should always check with the relevant merchant that it will accept a BOQ Specialist Debit Card before purchasing any goods or services.
- 6.5 A BOQ Specialist Debit Card can be used to pay for Transactions that are under \$100.00 by using Visa payWave at Visa payWave participating merchants. Before authorising a Visa payWave Transaction by waving the BOQ Specialist Debit Card over the merchant's enabled Visa payWave terminal, a Cardholder must check that the correct amount is displayed on the Visa payWave terminal. If the Transaction exceeds \$100.00, or if the payWave terminal is faulty, Cardholders will be required to either sign or enter their PIN.
- 6.6 Cardholders may be able to obtain cash by presenting the BOQ Specialist Debit Card to a merchant or branch counter at a financial institution. In these circumstances, Cardholders may be required to provide suitable identification which identifies them as the holder of the BOQ Specialist Debit Card.
- 6.7 Cardholders must not use a BOQ Specialist Debit Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia and/or the laws of the location where the BOQ Specialist Debit Card is used or where the goods or services are provided, any actual or attempted evasion of a taxation law, or in the furtherance of any offence under any other law. Should a BOQ Specialist Debit Card be used for unlawful purposes, BOQ Specialist may restrict you from accessing any available funds from your One Account (by Debit Card or otherwise).
- 6.8 Where BOQ Specialist has reasonable grounds to suspect that you have not properly disclosed your identity (or the identity of an additional cardholder), or a BOQ Specialist Debit Card has been used for an unlawful purpose, BOQ Specialist is obliged to report such suspicion to the Australian Transaction Reports and Analysis Centre.
- 6.9 You acknowledge that your BOQ Specialist Debit Card details and transaction details may be processed by Visa in countries other than Australia. By using a BOQ Specialist Debit Card, or allowing its use, you agree that information regarding any Transactions and personal information relating to yourself and any Additional Cardholders may be processed outside of Australia.
- 6.10 Subject to applicable law, BOQ Specialist is not responsible in the event that a Cardholder has a dispute regarding the goods or services purchased with your BOQ Specialist Debit Card. In the first instance, you should contact the merchant directly. If you cannot resolve the dispute with the merchant, BOQ Specialist has the ability in certain circumstances to investigate Disputed Transactions on your behalf (refer to section 24.7 below for a list of the circumstances when BOQ Specialist can investigate Disputed Transactions) and attempt to obtain a refund for you.
- 6.11 A Cardholder should never sign a blank debit card transaction voucher. Providing authorisation for an unspecified amount can leave you vulnerable to being charged non-standard and large amounts, without prior notification from the relevant merchant.
- 6.12 All BOQ Specialist Debit Cards that are issued pursuant to these Conditions of Use remain the property of BOQ Specialist. You must return all BOQ Specialist Debit Cards to us if we request that you do so.
- 6.13 You must not use your BOQ Specialist Debit Card after the Expiry Date or allow an Additional Cardholder to do so.
- 7. Using your BOQ Specialist Debit Card outside of Australia**
- 7.1 All Transactions conducted overseas will be converted into Australian dollars.
- 7.2 Transactions will either be converted directly into Australian dollars or will be first converted from the currency in which the Transaction was made into US dollars and then converted to Australian dollars by Visa. The conversion rate used is either:
- a wholesale market rate selected by Visa from a range of wholesale rates one day before the transaction is processed by Visa; or
  - the government-mandated rate in effect for the applicable processing date.
- 7.3 A Foreign Currency Conversion Fee is payable by you when a Cardholder makes a Transaction on a BOQ Specialist Debit Card in a currency other than Australian dollars, or makes a transaction on a BOQ Specialist Debit Card in any currency (including AUD) that is processed by a card scheme or billed by the merchant outside of Australia (refer to the Debit Card Fee Schedule).
- 7.4 Some overseas merchants, and the providers of ATMs, EFTPOS and other terminals may charge a fee or surcharge for use of a BOQ Specialist Debit Card. Once the Cardholder has confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement separately or as part of the purchase price.
- 8. Verified by Visa**
- 8.1 Each BOQ Specialist Debit Card has been automatically enrolled with Verified by Visa.

- 8.2 Verified by Visa is a program designed to authenticate online transactions. This means that when Cardholders use a BOQ Specialist Debit Card online to make a purchase at a Verified by Visa Participating Merchant, your, or the Cardholder's, identity may be validated.
- 8.3 Cardholders will be asked to validate identity only when you attempt an online purchase from a Verified by Visa Participating Merchant and the relevant transaction is deemed to be high risk. A transaction may be deemed high risk if it is for a high value or an irregular purchase based on previous BOQ Specialist Debit Card transaction history.
- 8.4 In order to validate identity, you or your Additional Cardholder will be asked to answer personal questions which we will match against the Cardholder's personal information that we have obtained from you.
- 8.5 If the Cardholder is unable to validate identity after three attempts, they will be unable to complete the transaction and the BOQ Specialist Debit Card may be temporarily suspended. Please contact the Client Service Centre on 1300 160 160 to have the suspension on a BOQ Specialist Debit Card removed.
- 8.6 If, after the suspension on a BOQ Specialist Debit Card has been removed and you attempt an online transaction with a Verified by Visa Participating Merchant and again the Cardholder is unable to validate your identity after three attempts, the BOQ Specialist Debit Card may be indefinitely suspended from use with all Verified by Visa Participating Merchants. Please contact the Client Service Centre on 1300 160 160 to have the suspension on a BOQ Specialist Debit Card removed.
- 8.7 Online transactions that are attempted with Verified by Visa Participating Merchants and which are deemed to be very high risk transactions will be automatically declined without asking to validate identity. For assistance in these circumstances, contact the Client Service Centre on 1300 160 160.
- 8.8 Verified by Visa requires use of Microsoft Internet Explorer version 5.5 and above, netscape navigator 7.1 and above, Firefox or Safari internet browsers.

## **9. Transaction Limits**

- 9.1 You agree that the BOQ Specialist Debit Card will not be used for any Transaction in excess of the Available Balance.
- 9.2 If a proposed Transaction would otherwise breach this provision, BOQ Specialist may dishonour any payment instruction given in relation to the Transaction.
- 9.3 A maximum daily transaction limit applies to BOQ Specialist Debit Card Transactions for cash withdrawals through an ATM.
- 9.4 BOQ Specialist may set a daily limit on the maximum Transaction amounts.
- 9.5 BOQ Specialist may impose additional temporary limits on BOQ Specialist Debit Card Transactions in circumstances where Transactions appear to be suspicious or fraudulent. In these circumstances, we will use reasonable endeavors to notify you that we have imposed a temporary maximum transaction limit on your BOQ Specialist Debit Card.
- 9.6 Please note merchants may impose their own transaction limits or restrictions on the amount of cash or value that a Cardholder may obtain with a BOQ Specialist Debit Card.

## **10. Available Balance**

- 10.1 Subject to any transaction limits which we may impose in accordance with section 9, and the maximum monthly spend (if applicable) BOQ Specialist will make funds available to you and any Additional Cardholder up to the Available Balance.
- 10.2 You must not allow withdrawals by BOQ Specialist Debit Card to exceed the Available Balance, unless BOQ Specialist has consented in writing or BOQ Specialist otherwise authorises the Transaction which results in the Transaction exceeding the Available Balance.
- 10.3 Transactions, which are below certain monetary limits (which are set by the relevant merchant's financial institution) and where no electronic approvals are in place or Transactions that are processed manually, are not authorised by us before they proceed. Accordingly, these circumstances may result in you exceeding your Available Balance (or a Monthly Spend Limit) without our authorisation.
- 10.4 If a Cardholder conducts a Transaction which results in a debit in excess of your Available Balance, BOQ Specialist is not increasing your Available Balance or agreeing to the provision of credit or any increase to your overdraft limit. If a Transaction exceeds the Available Balance without BOQ Specialist's approval, you must immediately repay to BOQ Specialist any amount in excess of your Available Balance. When BOQ Specialist becomes aware of a Transaction in excess of your Available Balance, BOQ Specialist will take reasonable steps to notify you that your Available Balance has been exceeded unless you have since paid an amount that brings your One Account back into credit (or if you have an approved overdraft, within any agreed credit limit). BOQ Specialist may provide such notification by writing, email, SMS message or through your internet banking, or in any other way it determines.
- 10.5 You agree that each time that your Available Balance is exceeded, you will be charged a one-off Overdrawn Account Fee. The amount of the fee is set out in the Schedule of Fees attached.
- 10.6 You will not be charged any Overdrawn Account Fee in circumstances where we agree for your Available Balance to be temporarily exceeded, except in circumstances where you exceed your new temporary Available Balance (in which case section 10.5 applies).

## **11. Additional Cardholder Spend Limits**

- 11.1 For each Additional Cardholder, the Primary Cardholder may set a Monthly Spend Limit. If no Monthly Spend Limit is set by the Primary Cardholder, an Additional Cardholder's Monthly Spend Limit defaults to the One Account's Available Balance.



- 11.2 A Monthly Spend Limit may be set by the Primary Cardholder by contacting the Client Service Centre on 1300 160 160. In these circumstances, BOQ Specialist will then immediately arrange for the Additional Cardholder's Monthly Spend Limit to apply to the Debit Card and such request usually will take effect within one hour of BOQ Specialist receiving the request. For Company Accountholders the Accountholder can set the monthly spend limit for additional Cardholders.
- 11.3 An Additional Cardholder's Monthly Spend Limit resets at the start of each statement period. If, in any relevant month, an Additional Cardholder's Monthly Spend Limit is reached, the Additional Cardholder will not be able to perform any further Transactions using the Debit Card until such time as the Monthly Spend Limit resets.
- 11.4 The Primary Cardholder must contact the BOQ Specialist Client Services Centre to reduce or increase an Additional Cardholder's Monthly Spend Limit. BOQ Specialist will then arrange for the Additional Cardholder's Monthly Spend Limit to be reduced or increased. Such request will usually take effect as soon as possible after BOQ Specialist receives the request.
- 11.5 When an Additional Cardholder completes Transactions, this will decrease your Available Balance. An Additional Cardholder will be restricted from accessing his or her Monthly Spend Limit where there are insufficient funds.
- 11.6 Any payments made to the One Account are applied to the Available Balance and are not applied to an Additional Cardholder's Monthly Spend Limit.
- 11.7 If an Additional Cardholder exceeds his or her Monthly Spend Limit, any recurring payment arrangements that are established by the Additional Cardholder may not be processed and in such circumstances, the Additional Cardholder will be required to contact the relevant merchant to discuss alternative payment methods.
- 12. Authorisation and Processing of Transactions**
- 12.1 Certain Transactions on your Debit Card may need to be authorised by us before they can proceed. In these circumstances, prior to the Transaction being completed, the relevant merchant's financial institution will obtain authorisation from us for the Transaction to be processed. Once authorisation is obtained, it will reduce the amount of available funds in your One Account. If circumstances occur where authorisation is obtained from us but the relevant Transaction is not completed, your Available Balance may be reduced for a certain period of time.
- 12.2 Transactions will not necessarily be processed to your One Account on the same day that you conduct the relevant Transaction. The date that BOQ Specialist processes a Transaction and applies that Transaction to your One Account is referred to as the "Transaction Statement Date". The Transaction Statement Date is the date that appears on your One Account Monthly Statement.
- 12.3 Where Cardholders make multiple Transactions on the same day, debit Transactions are posted to your One Account before credit transactions.
- 12.4 BOQ Specialist has the right to refuse authorisation for you to effect any Transaction if:
- BOQ Specialist has cancelled or suspended the Debit Card in accordance with these Conditions of Use (refer to section 20);
  - the Transaction will result in your Available Balance being exceeded;
  - an Additional Cardholder has exceeded their Monthly Spend Limit;
  - BOQ Specialist has reason to suspect that the Transaction is for or connected with any unlawful purpose;
  - Any Cardholder breaches any provision of these Conditions of Use; or
  - there is any other reasonable cause.
- 13. Statements and Receipts**
- 13.1 A transaction record will be available for each Transaction carried out with a BOQ Specialist Debit Card at an Electronic Banking Terminal.
- 13.2 Cardholders should always check the Transaction amount indicated on any:
- printed transaction record is correct before signing it; or
  - Electronic Banking Terminal is correct before entering the PIN.
- 13.3 Cardholders should obtain, check and retain all printed transaction records (including sales and cash advance records) issued to them for checking against your One Account Monthly Statements.
- 13.4 BOQ Specialist will send to the Primary Cardholder a One Account Monthly Statement. All amounts shown on the One Account Monthly Statement will be in Australian dollars.
- 13.5 You may request an additional copy of your One Account Monthly Statement at any time however fees and charges will apply. Refer to the Debit Card Fee Schedule.
- 14. Transactions debited to your One Account using your Debit Card**
- 14.1 You will be liable for any transactions entered into by you or anyone else with your knowledge and consent and BOQ Specialist may debit your One Account for the transaction amounts including:
- a. Amounts of withdrawals or transfers from your One Account initiated at any Electronic Banking Terminal;
  - b. The price of goods and services brought from merchants including where payment is made remotely by mail, telephone or internet orders;
  - c. Amounts shown on all cash advance vouchers;
  - d. Amounts shown on all transaction vouchers completed by merchants with your express or implied authority; and
  - e. Any other amounts BOQ Specialist may debit to your One Account under these Conditions of Use.

Your liability to BOQ Specialist continues notwithstanding that you may have closed your One Account or that you may have ceased to be a client of BOQ Specialist.

- 14.2 BOQ Specialist will deduct from your Available Balance the value of all Transactions carried out by the use of a BOQ Specialist Debit Card issued on your One Account. BOQ Specialist will (in the first instance) consider a Transaction as having been authorised by you when:

- you conduct a Transaction;
- your or an Additional Cardholder's BOQ Specialist Debit Card is used to conduct a Transaction; or
- your or an Additional Cardholder's BOQ Specialist Debit Card is presented to a merchant (or someone else on behalf of a merchant) in a way acceptable to BOQ Specialist.

- 14.3 Fraudulent transactions can occur on a BOQ Specialist Debit Card. Where you advise BOQ Specialist that a Transaction that has been debited from your Available Balance is fraudulent, unauthorised or disputed, BOQ Specialist will investigate and review that Transaction in accordance with section 24 of these Conditions of Use. We may close your One Account and/or cancel the BOQ Specialist Debit Card pursuant to section 20 of these Conditions of Use. If we take either or both of these steps we may issue a replacement BOQ Specialist Debit Card to the relevant Cardholder and, if relevant, allocate a new Card Number.

- 14.4 All purchases, cash advances and fees and charges will be debited from your Available Balance in accordance with these Conditions of Use.

## 15. Fees and Charges

- 15.1 The fees and charges outlined in the Debit Card Fee Schedule apply. You agree to pay to BOQ Specialist all fees and charges that are set out in the Debit Card Fee Schedule. BOQ Specialist will deduct these fees and charges from your Card Account balance by debiting the amount of the fee or charge in accordance with this section 15 and the Debit Card Fee Schedule. All fees and charges that are set out in the Debit Card Fee Schedule are inclusive of any relevant GST.

- 15.2 If you consider BOQ Specialist has incorrectly charged you a fee or charge, you may dispute this by contacting BOQ Specialist in accordance with section 24. Any incorrectly charged fee or charge will be reversed by BOQ Specialist.

## 16. Government Fees and Charges

BOQ Specialist reserves the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your BOQ Specialist Debit Card by any government or by any regulatory authority. You authorise BOQ Specialist to debit your Available Balance with those fees, charges, duties and taxes.

## 17. Regular Payment Arrangements

- 17.1 You are encouraged to maintain a record of all regular payments you or any Additional Cardholder arranges with merchants (including the merchant's name, contact details and the amount(s) and date(s) upon which payments are to be processed). Regular

payments can be either a recurring payment or an installment payment. A regular payment arrangement represents an agreement between a Cardholder and a merchant in which you preauthorise the relevant merchant to bill your One Account using the BOQ Specialist Debit Card at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by you. The amount may differ or be the same for each transaction.

- 17.2 To either change or cancel any regular payment arrangement, the Cardholder should contact the relevant merchant at least 15 days prior to the next scheduled payment. Until the Cardholder notifies the merchant, BOQ Specialist is required to process transactions from the merchant. If possible, you should retain a copy of any request to change or cancel any regular payment arrangement. If the merchant does not comply with the request to cancel or change the regular payment arrangement, you may be able to dispute the charges.

- 17.3 Should a Card Number be changed (i.e. as a result of a lost or stolen card), Cardholders must request the merchant(s) to change the details of the existing regular payment arrangement(s). If this is not done, the existing regular payment arrangement may either not be honoured by BOQ Specialist or the merchant may stop providing the goods and/or services to the Cardholder.

- 17.4 Should you elect to close your One Account or your One Account is closed by us, all Cardholders should contact all merchants with whom they have a regular payment arrangement with to revise the regular payment arrangement details as failure to do so may result in the merchant failing to provide the Cardholder with the relevant goods and/or services.

- 17.5 You will be liable to BOQ Specialist for any regular payments made under a regular payment arrangement, after you close your One Account or your One Account is closed by Us.

## 18. Complaints and the Dispute Resolution Scheme

If you have a complaint, query or dispute, you should immediately contact us on 1300 160 160.

Alternatively, should you wish to make a complaint in writing, please address your correspondence to:

Complaints Officer – Head of Compliance  
BOQ Specialist Bank Limited  
GPO Box 2539  
SYDNEY NSW 2001

If you are not satisfied with our internal complaints resolution procedures, you have the right to complain to the following independent external complaints resolution body of which we are a member:

Financial Ombudsman Service Limited  
GPO BOX 3  
MELBOURNE VIC 3001  
Telephone: 1300 780 808

## 19. Renewal of your BOQ Specialist Debit Card

- 19.1 BOQ Specialist will forward to you and any Additional Cardholder a replacement BOQ Specialist Debit Card before the Expiry Date of your current BOQ Specialist Debit Card or additional BOQ Specialist

Debit Card. However, you will not be provided with a replacement BOQ Specialist Debit Card if you are in breach of these Debit Card Conditions of Use, or of the terms and conditions applying to the linked One Account (including where you have not ensured that an Additional Cardholder complies with requirements in them).

- 19.2 If you do not require a replacement BOQ Specialist Debit Card, either for yourself or an Additional Cardholder, you must notify BOQ Specialist before the Expiry Date of your current BOQ Specialist Debit Card or additional BOQ Specialist Debit Card.

- 19.3 BOQ Specialist may issue a replacement BOQ Specialist Debit Card to you or any Additional Cardholder at any time. All such cards are subject to these Conditions of Use. Typically BOQ Specialist will do this in circumstances where it considers that the security of your BOQ Specialist Debit Card or PIN may have been compromised or where BOQ Specialist is required to issue new cards to all its cardholders as a result of Visa scheme rule changes. In these circumstances, you will not be charged a Card Replacement Fee.

## **20. Cancelling or Suspending your BOQ Specialist Debit Card**

- 20.1 BOQ Specialist reserves the right to cancel or suspend a BOQ Specialist Debit Cards at any time. For example, we may cancel or suspend your BOQ Specialist Debit Cards:

- (1) for security reasons where the BOQ Specialist Debit Card or any feature associated with it has been or is reasonably suspected by BOQ Specialist to have been compromised;
- (2) if you are in breach of these Debit Card Conditions of Use, or of the terms and conditions applying to the linked One Account (including where you have not ensured that an Additional Cardholder complies with requirements in them), and the breach is of a serious nature;
- (3) if you have failed to pay any amounts due under these Debit Card Conditions of Use, or under the terms and conditions applying to the linked One Account, on its due date for payment;
- (4) if it has not been activated within a reasonable period of issue (usually 90 days);
- (5) for any other reasonable cause.

If we cancel a BOQ Specialist Debit Card, BOQ Specialist will notify you that the BOQ Specialist Debit Card has been cancelled. We may also cancel the One Account and your BOQ Specialist Debit Cards at any time with 30 days advance notice.

- 20.2 You may cancel your Debit Card at any time by telephoning our Client Service Centre on 1300 160 160. In these circumstances, you must either return all BOQ Specialist Debit Cards to us cut in half for your protection (including cutting the chip on the BOQ Specialist Debit Card in half) or confirm by telephone that all BOQ Specialist Debit Cards have been destroyed and that you have disposed of the pieces securely.

- 20.3 BOQ Specialist may restrict the ability for you to access any Available Funds on your One Account and prevent you and the Additional Cardholders from using the BOQ Specialist Debit Card in circumstances where you are in default in accordance with section 20.1 and BOQ Specialist has notified you of the default and advised you that it will restrict your One Account if you do not rectify the relevant default in accordance with the timeframes set out in the notice BOQ Specialist provided to you.

- 20.4 You must not use your BOQ Specialist Debit Card after it has been cancelled or suspended or your One Account has been restricted or closed. In some circumstances your BOQ Specialist Debit Card may be used for store purchases which are below certain monetary limits (which are set by the relevant merchant's financial institution) and where no electronic approvals are in place or if a Transaction is processed manually. If you use your BOQ Specialist Debit Card after it has been cancelled or restricted or your One Account has been closed in these circumstances then you will be liable to BOQ Specialist for the value of any Transaction as well as any reasonable costs incurred by BOQ Specialist in collecting the amounts owing which include interest calculations at the prevailing interest rate. Any such amounts are immediately due and owing upon demand by BOQ Specialist.

## **21. Your Liability in case your BOQ Specialist Debit Card is lost or stolen or in the case of Unauthorised Use**

- 21.1 You are not liable for any unauthorised use of your BOQ Specialist Debit Card:

- (1) in relation to a Transaction evidenced by a sales or cash advance voucher, before you or the Additional Cardholder have actually received the BOQ Specialist Debit Card;
- (2) in relation to a Transaction at an Electronic Banking Terminal, before you or the Additional Cardholder have actually received the PIN;
- (3) after you or the Additional Cardholder has reported it lost or stolen under Section 5;
- (4) due to the same Transaction being incorrectly debited to your One Account more than once;
- (5) resulting from the fraud or negligent conduct of our employees or agents; or
- (6) if the Cardholder did not contribute to any unauthorised use of your BOQ Specialist Debit Card.

- 21.2 For the purpose of section 21.1(6), we will undertake an assessment to consider whether you or the Additional Cardholder have contributed to any loss caused by unauthorised use of your BOQ Specialist Debit Card. This assessment will include a review of whether you or the Cardholder:

- (1) voluntarily allowed someone else to observe you entering your PIN into an Electronic Banking Terminal;
- (2) wrote or indicated the PIN on the BOQ Specialist Debit Card;

- (3) wrote or indicated the PIN or Identification on any article carried with the BOQ Specialist Debit Card or likely to be lost or stolen at the same time as the BOQ Specialist Debit Card;
- (4) allowed anyone else to use the BOQ Specialist Debit Card; or
- (5) unreasonably delayed notification of:
  - (i) the BOQ Specialist Debit Card or PIN record being lost or stolen;
  - (ii) unauthorised use of the BOQ Specialist Debit Card; or
  - (iii) the fact that someone else knows the PIN.

21.3 If we can prove on the balance of probability that you or the Additional Cardholder have contributed to the unauthorised use of the BOQ Specialist Debit Card under section 21.2, your liability will be the lesser of:

- (1) the actual loss when less than your Available Balance; or
- (2) your Available Balance; or
- (3) in relation to Transactions carried out at Electronic Banking Terminals an amount calculated by adding the actual losses incurred for each day, up to the current daily withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of the BOQ Specialist Debit Card, up to and including the day the report was made.

21.4 In determining liability under section 21.3(3):

- (1) where the BOQ Specialist Debit Card has been lost or stolen, the number of days will be calculated by reference to the day when you or the Additional Cardholder should reasonably have become aware that it was lost or stolen; and
- (2) the current daily withdrawal limit is the limit applicable at the time of the Transaction, by reference to the status and/or type of Electronic Banking Terminal at which the Transaction occurred.

21.5 Where a code (e.g. a PIN) was required to perform the unauthorised Transaction and it is unclear whether or not you or the Additional Cardholder have contributed to any loss caused by unauthorised use of the BOQ Specialist Debit Card, your liability will be the lesser of:

- (1) \$150; or
- (2) your Available Balance; or
- (3) the actual loss at the time BOQ Specialist is notified of the loss or theft of the BOQ Specialist Debit Card.

21.6 In determining your liability under this section 21:

- (1) BOQ Specialist will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred; and
- (2) the fact that an account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that you or the Additional Cardholder have contributed to the loss.

(3)

21.7 The guidelines set out in section 4 of these Conditions of Use to safeguard your Debit Card, are the minimum security measures you and every Additional Cardholder should take. If you disagree with our processes, you should contact us and request that we review our decision in accordance with section 24 below.

## 22. Visa Zero Liability

22.1 In addition to the limits placed on your liability as described in section 21 above, Visa's scheme rules provide that BOQ Specialist shall limit your liability to nil in the following circumstances:

- (1) the unauthorised Transactions were not effected at an ATM;
- (2) you or any cardholder have not contributed to any loss caused by unauthorised use of your BOQ Specialist Debit Card as described in section 21.2; and
- (3) you have provided all reasonably requested documentation to BOQ Specialist, which may include provision of a statutory declaration and police report.

22.2 Where this Visa zero liability section applies, BOQ Specialist will endeavour to refund the amount of the unauthorised Transactions within 24 hours, subject to:

- (1) you having provided all reasonably requested information to BOQ Specialist;
- (2) you are not otherwise in default or have breached these Conditions of Use;
- (3) your Card Account is not in arrears, other than as a result of the unauthorised Transactions; and
- (4) BOQ Specialist has not reasonably determined that further investigation is necessary before refunding the amount of the unauthorised Transactions based on:
  - (i) the conduct of the One Account;
  - (ii) the nature and circumstances surrounding the unauthorised Transactions; and
  - (iii) any delay in notifying BOQ Specialist of the unauthorised Transactions.

22.3 Any refund is conditional upon the final outcome of BOQ Specialist's investigation of the matter and may be withdrawn by BOQ Specialist where it considers that this section shall not apply as a result of that investigation. In making any determination in respect of this section, BOQ Specialist will comply with the requirements of section 24 of the Conditions of Use.



### 23. Indemnity

23.1 To the extent permitted by law, and subject to section 23.2, you indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- did not observe your obligations under; or
- acted negligently or fraudulently

in connection with these Conditions of Use.

23.2 The indemnity in section 23.1 does not apply to any loss or liability that we may have arising under the National Consumer Credit Protection Act 2009 (Cth).

### 24. Resolving errors on Account Statements

24.1 If you believe a Transaction is wrong or unauthorised or your One Account Monthly Statement contains any instances of unauthorised use or errors, you must immediately notify BOQ Specialist by calling the Client Service Centre on 1300 160 160.

As soon as possible, you must also provide BOQ Specialist the following:

- your name, details of the Transaction or the error you consider is wrong or unauthorised;
- a copy of the BOQ Specialist One Monthly Statement in which the unauthorised Transaction or error first appeared;
- the dollar amount and an explanation as to why you believe it is an unauthorised Transaction or an error;
- details of other users authorised to operate the account; and
- details of whether your BOQ Specialist Debit Card is signed and your PIN secure.

24.2 If BOQ Specialist is unable to settle your complaint to your satisfaction, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

24.3 If BOQ Specialist finds that an error was made, it will make the appropriate adjustments to your One Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

24.4 When BOQ Specialist advises you of the outcome of its investigations, it will;

- give you reasons in writing for its decisions by reference to these Conditions of Use; and
- advise you of any adjustments it has made to your Card Account.

24.5 If BOQ Specialist decides that you are liable for all or any part of a loss arising out of unauthorised use of your BOQ Specialist Debit Card, it will:

- give you copies of any documents or other evidence it relied upon; and
- advise you whether or not there was any system or equipment malfunction at the time of the Transaction.

24.6 If BOQ Specialist fails to carry out these procedures or causes unreasonable delay, BOQ Specialist may be liable for part or the entire amount of the disputed Transaction where its failure or delay has prejudiced the outcome of the investigation.

24.7 BOQ Specialist has the ability to investigate Disputed Transactions which occur using a BOQ Specialist Debit Card. The Visa scheme has a dispute resolution process that is contained in Visa's operating rules. The process sets out specific circumstances and timeframes in which a member of the scheme (for example, BOQ Specialist, a bank or financial institution) can claim a refund in connection with a Disputed Transaction on a cardholder's behalf. This right is referred to as a "chargeback right". Accordingly, BOQ Specialist's ability to investigate a Disputed Transaction on your behalf is limited to the time frames imposed pursuant to the Visa scheme rules. The timeframes vary between 75 days and 120 days so it is important that you notify us as soon as you become aware of a Disputed Transaction, otherwise we will not be in a position to investigate a Disputed Transaction on your behalf.

### 25. Malfunction

25.1 Other than to correct the error on the One Account and the refund of any charges or fees imposed on you as a result of the error, BOQ Specialist will not be liable to you or any Additional Cardholder for any loss caused by an Electronic Banking Terminal malfunctioning if you or the Additional Cardholder were aware, or should have been aware, that the terminal was unavailable for use or was malfunctioning.

25.2 Where an EFTPOS device is not working, the merchant may provide alternative manual processing of the Transaction. Cardholders will be required to present the BOQ Specialist Debit Card and sign a voucher. The voucher authorises BOQ Specialist to debit your One Account (which will increase the balance owing to BOQ Specialist).

### 26. Changes to Conditions of Use

26.1 BOQ Specialist may make changes to these Conditions of Use any time by providing you with notice in accordance with this section 26.3.

26.2 If you wish to close your One Account as a result of any change or variation we make to the Conditions of Use, you must contact BOQ Specialist to close your One Account. In these circumstances, you will not be charged any fees or charges associated with us closing your One Account, providing you are not in default of the terms and conditions and Conditions of Use and you pay all monies owing.

26.3 Changes to Fees and Charges of BOQ Specialist Debit Card

- (1) We may notify you of an increase in the amount of a fee or charge, the introduction of a new fee or charge or a change in the frequency or the time for payment of a fee or charge by giving you written notice no later than 20 days before the change takes effect. Alternatively, notice may be given by publishing a notice in a newspaper circulating in your State or Territory. In this case, we will confirm the change before or when your next One Account Monthly Statement is sent after the change takes effect.

- (2) Where the change reduces or removes a card fee or charge or extends the time for payment of a debit card fee or charge, we will provide you with notice when we send your next One Account Monthly Statement to you. This notice may occur before or after the change takes effect.

#### 26.4 Other changes

We may notify you of any other changes by giving you written notice including by email no later than 20 days before the change takes effect. These changes may include imposing, removing or adjusting transaction limits.

### 27. Other General Conditions

- 27.1 You agree that you will promptly notify BOQ Specialist of any change of address and/or any other contact details for the mailing delivery of any notifications, which BOQ Specialist is required to send to you.
- 27.2 A certificate signed by an authorised person of BOQ Specialist stating the Available Balance of the One Account is sufficient evidence of the amount of your liability to BOQ Specialist at the date of issuing the certificate.

## Debit Card Fee Schedule (Including Fees for One Account)

Fee Name	Description	Amounts
One Account		
Overdraft facility application fee	Upfront fee where Overdraft Facility applied for	\$395
Account keeping fee		Nil
Direct debit fee		Nil
Transaction fee (overnight)		Nil
Transaction fee (international)	Charged for international payment requests	\$30
Transaction fee (Real Time Gross Settlement (RTGS))	Charged for same day payment requests	\$30
Dishonour fee	Charged for each inward Dishonour	\$45
Bank cheque	Charged for each Bank Cheque request	\$10
Online Banking security credential		Nil
Replacement of Online Banking security credential	Charged for replacement of lost or damaged Online Banking security credential	\$50
Overdrawn account fee	Payable if clients overdraw their account	\$15
Trace fee	Payable on customer initiated trace requests	\$20
Duplicate & interim statement fee	Payable from your card account on each request of a statement or copy of a statement in addition to the monthly statement We give you in accordance with the Conditions of Use.	\$5
Bank audit certificate	Charged for each Bank Audit Certificate request	\$30
Adviser service fee (if applicable)	Refer to page 5 of the application form for details	
Debit card		
ATM transactions per activity	For ATMs, you will be charged a fee by the ATM owner for use of their ATM. The amount of the fee may be different for each ATM owner or type of transaction and will be charged to your card account at the same time you make your transaction.	5 free withdrawals per month, per account at any major Australian bank* ATM. Thereafter ATM owner fees apply.
Foreign ATM fee	Charged for each transaction at an ATM outside of Australia.	\$5
Express card delivery	Priority handling cost for replacement Card	\$40
Express PIN delivery	Priority handling cost for replacement PIN	\$30
GCAS emergency card replacement fee	Payable and deducted from your card account on issuance of a replacement card outside Australia.	US\$175
Disputed item fee	Payable per disputed transaction not resolved in your favour.	\$35
Voucher retrieval fee	Payable for each voucher retrieval you request BOQ Specialist to obtain from a relevant merchant.	\$10
Foreign currency conversion fee	Payable when you make a transaction on your card account in a currency other than Australian dollars, or you make a transaction on your card account in any currency (including AUD) that is processed by the card scheme or billed by the merchant outside Australia. 1.0% of the total amount of each such transaction is payable to Visa as a currency conversion charge and the remaining 1.95% of the total amount of each such transaction is an administration fee payable to BOQ Specialist.	2.95% of the total value amount of each such transaction

\*Major banks include ATMs branded: CBA, ANZ, WBC, NAB, STG.

**This page has been intentionally left blank**

This page has been intentionally left blank

**This page has been intentionally left blank**



This page has been intentionally left blank

Client service centre  
T 1300 160 160  
[boqspecialist.com.au](http://boqspecialist.com.au)

---

**Adelaide**

Suite 5  
121-129 Hutt Street  
Adelaide SA 5000  
T +61 8 8203 9100  
F +61 8 8227 0066

**Brisbane**

Level 8  
Riverside Centre  
123 Eagle Street  
Brisbane QLD 4000  
T +61 7 3018 8100  
F +61 7 3018 8108

**Melbourne**

Level 49  
120 Collins Street  
Melbourne VIC 3000  
T +61 3 8660 1000  
F +61 3 8660 1010

**Perth**

Level 3, Suite 31  
22 Railway Road  
Subiaco WA 6008  
T +61 8 9214 4500  
F +61 8 9214 4545

**Sydney**

Level 23  
The Chifley Tower  
2 Chifley Square  
Sydney NSW 2000  
T +61 2 9293 2000  
F +61 2 9293 2166