

# Home loan banking package Terms and Conditions

Current Words	New Words
<b>Definitions</b>	<b>Definitions</b>
<p><b>Banking Code of Practice</b> means the 2021 version of the Australian Banking Association’s Banking Code of Practice including any amendments from time to time which have been published by the Australian Banking Association and formally adopted by us.</p>	<p><b>Banking Code of Practice</b> means the Australian Banking Association’s Banking Code of Practice including any amendments from time to time which have been published by the Australian Banking Association and formally adopted by us.</p>
<p>No Confirmation of Payee Definition</p>	<p><b>Confirmation of Payee service</b> means the Confirmation of Payee service banking industry initiative that enables payers making payments using a BSB and account number to confirm the account name associated with the account.</p>
<p><b>Banking Business Day</b> means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia, or bank holiday in Sydney, Australia.</p>	<p><b>Business Day</b> means a day that is not (a) a Saturday or Sunday, or (b) a national public holiday.</p>
<b>Opening your Account</b>	<b>Opening your Account</b>
<p>3. If this is unsuccessful, You will need to provide Us with certified copies of any of the requested documents. If You are opening a Term Deposit or 32 Day Notice Account, You also consent to BOQ Specialist automatically 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 32 Day Notice Account may be paid. You will be allocated a Private Access Account or One Account 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.</p>	<p>3. If this is unsuccessful, You will need to provide Us with certified copies of any of the requested documents. If You are opening a Term Deposit or 32 Day Notice Account, You also consent to BOQ Specialist automatically opening a Private Access 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 32 Day Notice Account may be paid. You will be allocated a Private Access Account 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.</p>
<b>Minimum and maximum deposit amounts</b>	<b>Minimum and maximum deposit amounts</b>
<p>21. While We have the discretion to determine deposit size, We usually accept a minimum deposit amount of AUD \$10 000 for Term Deposit Accounts and 32-day Notice Accounts. No minimum deposits</p>	<p>21. While We have the discretion to determine deposit size, We usually accept a minimum deposit amount of AUD \$1 000 for Term Deposit Accounts. No minimum</p>

are required for the Private Access Account and Transaction Accounts. The maximum amount that can be deposited is at Our discretion.	deposits are required for the Private Access Account, 32 Day Notice Accounts and Transaction Accounts. The maximum amount that can be deposited is at Our discretion.
<p><b>Depositing funds</b></p> <p><b>20.3 Cheque</b></p> <p>Effective from 25 November 2024 cheque deposits will no longer be accepted at ANZ branches.</p>	<p><b>Depositing funds</b></p> <p><b>21.3 Cheque</b></p> <p>Effective from 30 November 2026 we will not accept cheque deposits through our branches or via post.</p>
<p><b>Depositing funds</b></p> <p><b>20.4 Cash</b></p> <p>For BOQ Specialist Transaction Accounts that are issued in conjunction with a Debit Card, deposits may be made by way of cash at any BOQ branch.</p> <p>Effective 25 November 2024 cash deposits will no longer be accepted at ANZ branches.</p>	<p><b>Depositing funds</b></p> <p><b>21.4 Cash</b></p> <p>For BOQ Specialist Transaction Accounts that are issued in conjunction with a Debit Card, deposits may be made by way of cash at any BOQ branch.</p>
<p><b>Depositing funds into a Term Deposit</b></p> <p>21.To open a Term Deposit, or to increase the balance of an existing Term Deposit on the maturity date, You can electronically transfer funds into Your Private Access, or Transaction Account, deposit a cheque or instruct Us to Direct Debit Your same named designated bank account.</p>	<p><b>Depositing funds into a Term Deposit</b></p> <p>23.To open a Term Deposit, or to increase the balance of an existing Term Deposit on the maturity date, You can electronically transfer funds into Your Private Access, or Transaction Account, or instruct Us to Direct Debit Your same named designated bank account.</p>
<p><b>Closing Your Account</b></p> <p>93. If You have a credit balance in Your Account when it is closed, all funds (including all interest accrued on the credit balance up to the date of closing the account) will be paid into a bank account of Your choice. If you do not tell us which bank account you want the credit balance paid into, We may return this amount by paying it into Your designated bank account by bank cheque or, where applicable, by transferring it to any 'unclaimed moneys fund' in accordance with applicable law.</p>	<p><b>Closing Your Account</b></p> <p>98. If You have a credit balance in Your Account when it is closed, all funds (including all interest accrued on the credit balance up to the date of closing the account) will be paid into a bank account of Your choice. If you do not tell us which bank account you want the credit balance paid into, We may return this amount by paying it into Your designated bank account or, where applicable, by transferring it to any 'unclaimed moneys fund' in accordance with applicable law.</p>
<p><b>Accessing Term Deposit or 32 Day Notice Account funds without notice due to Hardship</b></p>	<p><b>Accessing Term Deposit or 32 Day Notice Account funds without notice due to Hardship</b></p>
<p>58. We strongly advise You tell us immediately if You are in financial difficulty. We will try to help You, provided that any action we take would be fair and</p>	<p>58. We strongly advise You tell us immediately if You are in financial difficulty. We will try to help You, provided that any</p>

<p>reasonable in the interests of You, our other customers and shareholders. Please contact our Client Service Centre on 1300 160 160 (option 2) for assistance with Hardship.</p>	<p>action we take would be fair and reasonable in the interests of You, our other customers and shareholders. Please contact our Customer Assistance team on 1800 950 399 (option 2) between 8:30am - 5:00pm AEST, Monday to Friday for assistance with Hardship.</p>
<p><b>Restricting your account, suspending Debit Cards or Online Banking services</b></p>	<p><b>Restricting your account, suspending electronic access methods, or returning funds</b></p>
<p>85. We may restrict your Account to prevent all or certain types of transactions and/or suspend an Electronic Access Method linked to your Account (such as a Debit Card or Online Banking), at any time (including while it is linked to a home loan as an Offset Account) and without giving you prior notice, if:</p> <ul style="list-style-type: none"> <li>a. we are required to do so by law or in order to comply with our legal or other regulatory obligations;</li> <li>b. you don't provide us with information we reasonably require to verify your identity or the source of any funds deposited into the Account or to otherwise comply with our legal obligations;</li> <li>c. you don't provide us with accurate and up to date Foreign Tax Residency Status information;</li> <li>d. you are no longer an Australian resident; or</li> <li>e. we reasonably believe that: <ul style="list-style-type: none"> <li>i. doing so is necessary to prevent loss to you or us;</li> <li>ii. your Account is being used in a manner that may result in loss to you or us;</li> <li>iii. there is fraudulent activity occurring in relation to your Account;</li> <li>iv. your Account is being operated in breach of these terms and conditions in a way that increases risk to you or us;</li> <li>v. your use of the Account or</li> </ul> </li> </ul>	<p>85. We may restrict your Account to prevent all or certain types of transactions and/or suspend an Electronic Access Method linked to your Account (such as a Debit Card or Online Banking), at any time (including while it is linked to a home loan as an Offset Account) and without giving you prior notice, if:</p> <ul style="list-style-type: none"> <li>a. We are required to do so by law or in order to comply with our legal obligations (including Card Scheme and payment system rules);</li> <li>b. We reasonably consider it necessary to do so to meet our regulatory and compliance obligations or to manage associated risk;</li> <li>c. You don't provide us with information we reasonably require to verify your identity or the source of any funds deposited into the Account or to otherwise comply with our legal obligations or other regulatory obligations_(including Card Scheme and payment system rules);</li> <li>d. You don't provide us with accurate and up to date Foreign Tax Residency Status information;</li> <li>e. You are no longer an Australian resident; or</li> <li>f. We reasonably believe that: <ul style="list-style-type: none"> <li>i. doing so is necessary to</li> </ul> </li> </ul>

<p>activities you undertake in connection with the Account are at high risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, activities that are at high risk of being involved in scams);</p> <p>vi. you provided us with false or misleading information when you opened the Account which materially increases the risks we are exposed to in relation to you or the Account and we would not have opened the Account had the correct information been provided to us; or</p> <p>vii. your Account is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of the payment descriptions and/ or references).</p>	<p>prevent loss to you or us;</p> <p>ii. your Account or electronic access method is being used in a manner that may result in loss to you or us;</p> <p>iii. there is fraudulent activity occurring in relation to your Account or electronic access method;</p> <p>iv. your Account or electronic access method is being operated in breach of these terms and conditions in a way that increases risk to you or us;</p> <p>v. your use of the Account or electronic access method or activities you undertake in connection with the Account or electronic access method are at high risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, activities that are at high risk of being involved in scams);</p> <p>vi. you provided us with false or misleading information when you opened the Account or requested the electronic access method which materially increases the risks we are exposed to in relation to you or the Account or electronic access method and we would not have opened the Account or issued the electronic access method had the correct</p>
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	<p>information been provided to us;</p> <ul style="list-style-type: none"> <li>vii. your Account or electronic access method is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of the payment descriptions and/or references);</li> <li>viii. funds have been transferred into your Account due to unauthorised or unlawful activity; or</li> <li>ix. you are not beneficially entitled to funds in your <u>Account</u>.</li> </ul>
<p>87. We will act reasonably when restricting your Account or suspending an electronic access method linked to your Account, and we will not do more than <u>is</u> reasonably necessary considering the reasons why we have taken such action. We will tell you if we restrict your Account or suspend an Electronic Access Method linked to your Account and, where possible, we will tell you what you need to do for us to remove the restriction or suspension.</p>	<p>87. We may take these measures for as long as we reasonably need. We will act reasonably when restricting your Account or suspending an Electronic Access Method linked to your Account, and we will not do more than <u>is</u> reasonably necessary considering the reasons why we have taken such action. We will tell you if we restrict your Account or suspend an Electronic Access Method linked to your Account and, where possible, we will tell you what you need to do for us to remove the restriction or suspension. If we take such action to restrict your Account or suspend an Electronic Access Method we will give you a reason unless we are unable to do so under applicable laws and regulations.</p>
<p>No clause for Returning funds</p>	<p><b>Returning funds</b></p> <p>88. Where we reasonably believe that funds have been transferred to your account because of unauthorised or unlawful activity (such as fraudulent payment or a payment as a result of a scam affecting you or another person) (<b>Improper Payment</b>), we may</p>

	<p>without your consent deduct from your account an amount no greater than the Improper Payment and return the funds to the sender or sending financial institution or as otherwise required by law, code or regulation. We will take reasonable steps to contact you in relation to an Improper Payment where we consider it relates to a fraud or scam, unless we are unable to do so under applicable laws or regulations.</p> <p>Where we reasonably believe that funds have been transferred into your account as a Mistaken Payment under the ePayments Code, we will instead follow the process set out in 'Mistaken Internet Payments' section of the Online Services Terms and Conditions.</p>
	<p><b>When you stop using Your Account</b></p>
<p>No clause for When you stop using Your Account</p>	<p><b>When you stop using Your Account</b></p> <p><b>89. Inactive Accounts</b></p> <p>If your Account has not been transacted on by way of a deposit or a withdrawal for 6 months or more and:</p> <ul style="list-style-type: none"> <li>a. the balance in your Account is nil, we may close your Account without prior notice to you. If we do so, we will notify you of the Account closure promptly after closing your Account;</li> <li>b. you have a credit balance up to \$500, we may close your Account provided we first give you at least 30 days prior written notice of our intention to do so. If we do so, we will return the funds in your Account to you by transferring the funds to another active Account or, if you do not have another active Account, all funds (including all interest accrued on the credit balance up to the date of closing the account) will be paid into a bank account of Your choice. Where the credit balance of your Account is a nominal amount</li> </ul>

	<p>only and you do not otherwise request that we pay the Account balance to you within 30 days of your Account being closed, we may donate the nominal balance of your Account to a registered charity.</p> <p>If we are unable to do this for any reason, we may pay the balance of your Account to a non- interest bearing account with us. Subject to clause 90, we will pay the credit balance of your Account to you subject to receiving proof acceptable to us that you are entitled to the funds.</p> <p>This Inactive Accounts section does not apply to Term Deposits.</p> <p><b>90. Unclaimed Money</b></p> <p>If your Transaction Account or Savings has not been transacted on by way of a deposit or a withdrawal, excluding any bank charges or interest, for 7 years or more then we must treat the funds in your Account as “unclaimed money”. This means that we will be required to forward any credit balances of \$500 or more to the Commonwealth Government (or any other amount that the Commonwealth Government advises from time to time). We will also close your Transaction or Savings Account at that time. We will attempt to contact you in writing prior to the Account closure to inform you of the actions required to keep the Account open or alternatively allow you to discuss other Account options that may be more suitable to your needs.</p> <p>Any Term Deposit that you hold is specifically excluded from these “unclaimed money” provisions.</p>
	<p><b>Confirmation of Payee</b></p>
<p>No clause for Confirmation of Payee</p>	<p><b>148. Using the Confirmation of Payee service when making a payment</b></p> <p>If you are using a BSB and account number to:</p>

- pay a new payee;
- add a new payee; or
- edit an existing payee,

we may use the Confirmation of Payee service to provide you with a view of the likelihood that the account name you have entered matches the account you are paying to.

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

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

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

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

#### **149. Sharing your account details through the Confirmation of Payee service**

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

You must promptly notify us of any changes

to your name and provide us with any evidence of your name change that we reasonably request.

You authorise and consent to:

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

#### **150. Opt out requests**

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

If we agree to an opt-out request:

- we may still disclose your account details (including your name) to other financial institutions through the Confirmation of Payee service to facilitate their fraud checking processes (but they will not share your details with payers);
- we may still disclose your account details (including your name) through the Confirmation of Payee service for them to be shared with some government agencies to

	<p>confirm your identity in relation to payments they are making to you; and</p> <ul style="list-style-type: none"> <li>• you can request to opt your account back in to sharing your account details with the Confirmation of Payee service at any time.</li> </ul>
<p><b>Annexure A – Overdraft Facility Terms and Conditions</b>  <b>Reducing the Credit Limit</b>  16. We may reduce the Credit Limit, or stop providing further credit. Unless You are in default, We will not reduce the Credit Limit below the unpaid balance of Your Overdraft Facility and We will give You 30 days prior notice in writing. However, We can give You a shorter notice period (or no notice) if it is reasonable for Us to do so to manage a material and immediate risk.</p>	<p><b>Annexure A – Overdraft Facility Terms and Conditions</b>  <b>Reducing the Credit Limit Payments</b>  16. We may reduce the Credit Limit or stop providing further credit in Our absolute discretion. If We do so, We will tell You in writing.</p>
<p><b>Annexure C – Fees and Charges Booklet</b>  <b>Credit Card Fee Schedule (outside Banking Package)</b>  <b>Payment dishonour Fee:</b> Charged if any payment is dishonoured  \$45</p>	<p><b>Annexure C – Fees and Charges Booklet</b>  <b>Credit Card Fee Schedule (outside Banking Package)</b>  <b>Payment dishonour Fee:</b> Charged if any payment is dishonoured  \$15</p>
<p><b>Annexure C – Fees and Charges Booklet</b>  <b>Banking Package Fees and Charges</b>  <b>1.1 Home Loan Fee Schedule (within Banking Package)</b>  Bank Cheque fees    Payment dishonour fee: Payable if a repayment debited to your account is dishonoured - \$45    Legal fees (including settlement and agent fees)</p>	<p><b>Annexure C – Fees and Charges Booklet</b>  <b>Banking Package Fees and Charges</b>  <b>1.1 Home Loan Fee Schedule (within Banking Package)</b>  Bank Cheque fees (no new Bank Cheques will be issued from 30 June 2026)    Payment dishonour fee removed    Legal fees (including settlement and agent fees) removed aligning with BOQS Banking Products fees and charges</p>
<p><b>Annexure C – Fees and Charges Booklet</b>  <b>Banking Package Fees and Charges</b>  <b>1.2 One Account / Offset Account Fee Schedule (within Banking Package)</b>  Bank Cheque fees</p>	<p><b>Annexure C – Fees and Charges Booklet</b>  <b>Banking Package Fees and Charges</b>  <b>1.2 One Account / Offset Account Fee Schedule (within Banking Package)</b>  Bank Cheque fees (no new Bank Cheques will be issued from 30 June 2026)</p>
<p><b>Annexure C – Fees and Charges Booklet</b>  <b>Banking Package Fees and Charges</b></p>	<p><b>Annexure C – Fees and Charges Booklet</b>  <b>Banking Package Fees and Charges</b></p>

<p><b>2.1 Home Loan Fee Schedule (outside Banking Package)</b></p> <p>Bank Cheque fees</p> <p>Payment dishonour fee: Payable if a repayment debited to your account is dishonoured - \$45</p> <p>Legal fees (including settlement and agent fees)</p>	<p><b>2.1 Home Loan Fee Schedule (outside Banking Package)</b></p> <p>Bank Cheque fees (no new Bank Cheques will be issued from 30 June 2026)</p> <p>Payment dishonour fee removed</p> <p>Legal fees (including settlement and agent fees) removed aligning with BOQS Banking Products fees and charges</p>
<p><b>Annexure C – Fees and Charges Booklet</b></p> <p><b>Banking Package Fees and Charges</b></p> <p><b>2.2 Transaction and Savings Accounts Fee Schedule (outside Banking Package)</b></p> <p>Bank Cheque fees</p>	<p><b>Annexure C – Fees and Charges Booklet</b></p> <p><b>Banking Package Fees and Charges</b></p> <p><b>2.2 Transaction and Savings Accounts Fee Schedule (outside Banking Package)</b></p> <p>Bank Cheque fees (no new Bank Cheques will be issued from 30 June 2026)</p>