



Electronic Access Terms & Conditions



**Tasmanian
Perpetual
Trustees**

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Tasmanian Perpetual Trustees Limited (“TPTL” “we” “us” and “our”) is committed to ensuring that customers are made aware of their rights and obligations when using TPTL Online and under the Electronic Funds Transfer (EFT) Code of Conduct. We warrant that we will comply with the Electronic Funds Transfer (EFT) Code of Conduct.

1. Definitions

Account holder means the person(s) who establishes the account(s) and who is responsible for all transactions on the account(s).

Agent means a person authorised by the account holder(s) to view account information and/or transact on the account(s).

Authorised user means an account holder or agent authorised to operate the account(s).

Electronic access means the use of the TPTL Online to carry out a range of transactions and/or obtain information about your account(s).

Electronic Funds Transfer (EFT) means the sending of funds electronically via the Australian Payments Clearing System to **another account at another financial institution**.

Electronic Funds Transfer (EFT) Code of Conduct is a voluntary code of practice administered by ASIC and to which all banks and approved deposit taking institutions subscribe.

Online access identification (ID) is the unique number issued by TPTL which identifies each authorised user who has access to TPTL Online.

Password means any combination of letters and/or numbers which is confidential to the authorised user and which is required to log onto TPTL Online. (A password must not represent the user’s birth date or a recognisable part of the user’s name, account number, telephone number or an obvious combination of letters and numbers in sequences or a password that can be easily guessed by someone else).

Token device means a physical security device that generates a one-off unpredictable token pass code.

Token pass code means the pass code generated by the token device which may then be used to access TPTL Online.

2. Changing the Electronic Access Terms and Conditions

TPTL reserves the right to vary the Electronic Access Terms and Conditions. Where those changes relate to:

- the introduction or increase of any charges relating to TPTL Online;
- the increase in account holder liability for unauthorised transactions; or
- changes to the daily transaction limits applying to TPTL Online;

TPTL will provide written notification to the account holder and allow a period of at least 20 days before the change takes effect. In all other cases, written notice will be given in advance of the changes taking effect (unless the changes are needed immediately to restore or maintain the security of the system or individual accounts).

In all cases, changes to the Electronic Access Terms and Conditions will be published on TPTL Online and where appropriate printed copies of the Electronic Access Terms and Conditions will be updated and made available in our branches.

3. Charges for TPTL Online

At this point in time, no charges will be made for using TPTL Online.

4. Things you can do using TPTL Online

TPTL Online gives you greater flexibility in how you use your Fund account(s). By using TPTL Online you will be able to:

- view your account balances (see section 14);
- transfer funds between your accounts;
- make a payment to an account at another financial institution;
- schedule payments in advance;
- arrange for periodic payments;
- print a receipt for every transaction;
- access your statements; and
- access standard forms.

5. Access to credit facility or Automatic Teller Machines (ATM)

TPTL Online does not support credit or debit cards and access via ATMs and no credit facility is offered as a part of TPTL Online.

6. Getting started with TPTL Online

To register for TPTL Online, contact one of our branches. TPTL staff will assist you to complete the necessary authority forms. You will require a token which we will provide free of charge, though we reserve the right to charge a fee to replace lost tokens.

Registration is not an offer by us; it is simply a means by which we can provide you with the Electronic Access Terms and Conditions so you can decide whether you wish to proceed further. When you use TPTL Online for the first time you will be required to accept or reject the Electronic Access Terms and Conditions that have been provided to you. We will regard your acceptance of the Terms and Conditions as being an offer by you to subscribe to the service and we may accept your offer by permitting you to have access to TPTL Online and its functionality.

7. Important notice on payments

When transferring funds to third party accounts TPTL is unable to verify account details for non - TPTL accounts. Should the details you have entered prove to be incorrect, in most cases the payment will return to your account within 48 hours. The other financial institution makes this return via TPTL and you will not be notified. For this reason, please take care when sending funds to third party accounts and check your statements regularly for any returned credits.

TPTL cannot reverse transactions you make in error to non – TPTL accounts. Should an amount sent by you in error not be returned automatically by the receiving financial institution, it may not be recoverable at all. You will need to contact the financial institution concerned.

If you make an error transferring between TPTL accounts you will need to contact your TPTL branch and discuss what options you might have available to you. Depending on the situation, a reversal of an electronic transfer may result in delays or costs associated with differences in unit prices and/ or the buy/sell spread (see relevant sections of the Product Disclosure Statement (PDS)).

8. Transfers between TPTL accounts

Transfers between TPTL accounts are available for all Funds except the Select Term Fund.

Daily limits

For transfers between TPTL accounts, a daily limit of \$100,000 applies per authorised user. Account holders can reduce this daily limit for each authorised user and account holders can also set a maximum limit for a single transaction.

Sufficient funds

Transfers between TPTL accounts will only occur if there are sufficient funds at the time the transfer is to be carried out and if the amount requested does not result in the account being debited and falling below the minimum balance required in that account (see PDS for minimum balances).

Online balance(s)

Account balances being viewed online are balances as at close of business on the previous business day. The balances do not reflect any transactions which an authorised user may have requested at any time since close of business on the previous business day.

Processing of transfers

All online transfers are treated as a request which is forwarded to our funds management team to be processed as soon as possible and generally during business hours and within 1 business day after you have initiated the transfer request. In addition, if the transfer is being done from an account which requires a notice period to be given, then the request will not be processed until the expiration of the required notice period e.g. 1 business day for the Cash Management Fund and 7 business days for the Fixed Term and Long Term Funds and will be subject to redemption cut-off times as outlined in the relevant PDS.

Transfers involving unit pricing

It should be noted that when a transfer between TPTL accounts involves any of the Investment Growth Funds, our ability to action the transfer request is impacted by the availability of the unit price, just as it would be if the transaction was done over the counter in our branches.

A transfer from any Cash and Income Fund to any Investment Growth Fund will not be completed by TPTL staff until the unit price has been set for the day on which the transaction is to be actioned. On the day the transfer request is initially actioned by TPTL staff, the funds will be taken out of the source Fund account and held in a TPTL suspense account until that day's unit price for the destination Fund account has been set.

For a transfer from an Investment Growth Fund to any other Fund, TPTL processes the request as soon as we have the unit price for the day of the request and we transfer the funds on that date.

9. Transfers to a nominated account

Transfers to a nominated account are available for all Funds except the Select Term Fund and you can nominate up to ten accounts at other financial institutions for each Fund account held.

Daily limits

For transfers to a nominated account via EFT, there is a daily limit of \$100,000 per authorised user. Account holders can reduce this daily limit for each authorised user and account holders can also set a maximum limit for a single transaction.

Sufficient funds

Transfers to a nominated account will only occur if there are sufficient funds at the time the transfer is to be carried out and if the amount requested does not result in the account being debited and falling below the minimum balance required in that account (see relevant PDS for minimum balances).

Online balance(s)

Account balances being viewed online are balances as at close of business on the previous business day. The balances do not reflect any transactions which an authorised user may have requested at any time since close of business on the previous business day.

Processing of transfers to a nominated account

All online transactions are treated as a request which is forwarded to our funds management team to be processed as soon as possible and generally during business hours and within 1 business day after you have initiated the transfer request. In addition, if the transaction involves withdrawal from a Fund account which requires a notice period to be given, then the request will not be processed until the expiration of the required notice period e.g. 1 business day for the Cash Management Fund and 7 business days for the Fixed Term and Long Term Funds and will be subject to redemption cut-off times as outlined in the PDS.

Transfers to a nominated bank account and unit pricing

It should be noted that when a transfer to a nominated bank account involves any of the Investment Growth Funds our ability to action the transfer request is impacted by the availability of the unit price, just as it would be if the transaction was over the counter in our branches.

Transfers to a nominated bank account from an Investment Growth Fund are processed by TPTL staff as soon as the unit price for the day of the request is available.

10. Transfers to third parties (Pay Anyone)

Transfers to any third party are only available for the At Call Fund and the Cash Management Fund.

Daily limits

For transfers to any third party, a daily limit of \$20,000 applies per authorised user. Account holders can reduce this daily limit for each authorised user and account holders can also set a maximum limit for a single transaction.

Sufficient funds

Transfers to any third party will only occur if there are sufficient funds at the time the transfer is to be carried out and if the amount requested does not result in the account being debited and falling below the minimum balance required in that account (see relevant PDS for minimum balances).

Online balance(s)

Account balances being viewed online are balances as at close of business on the previous business day. The balances do not reflect any transactions which an authorised user may have requested at any time since close of business on the previous business day.

Processing of transfers to any third parties

All online transactions are treated as a request which is forwarded to our funds management team to be processed as soon as possible and generally during business hours and within 1 business day after you have initiated the transfer request. In addition, if the transaction involves withdrawal from the Cash Management Fund, the request will not be processed until the expiration of the required 24 hour notice period and will be subject to redemption cut-off times as outlined in the PDS.

11. BPAY deposits

TPTL Online does not currently support BPAY payments from TPTL Funds.

You can only credit your account using BPAY. To use the BPAY system to add to your investment, contact your bank, credit union or building society, or use their website to make payments from your cheque or savings account.

Terms and Conditions which apply when making deposits by BPAY are explained in the PDS.

12. Risks associated with online access

Anyone who has your TPTL Online access ID, your password and your token can make transactions on your accounts, therefore you must take special care to protect them.

An account holder may be liable for transactions on the account where correct passwords have been used. Authorised users of TPTL Online should not disclose their passwords to any third party, including family, friends, businesses or other institutions.

TPTL will NEVER send you emails or contact you by phone and ask you to divulge personal information including your online access ID and/or password. If you contact TPTL by phone, you may need to verify your identity and disclose personal details including your telephone password established at the time of registering for TPTL Online.

13. Check entries

It is suggested that account holders and authorised users check the entries on their accounts as well as on their statements once issued.

14. Online balance(s)

Account balances being viewed online are balances as at close of business on the previous business day. The balances do not reflect any transactions which an authorised user may have requested at any time since close of business on the previous business day.

If you conduct a transaction online, the account balance(s) do not update automatically. This is because your online transaction is treated as a request and sent to our funds management team who then process the transaction in our system during normal business hours. Generally the processing is completed within one business day. Overnight on the day the transaction is processed by TPTL staff, your account balance will then be updated on TPTL Online. When you log into the system the next day your account balance(s) will show the transaction you authorised on the previous day, subject to Fund notice periods and cut-off times.

Should you initiate a transaction via TPTL Online and at the time the transaction is processed by TPTL there are insufficient funds in the account, or the minimum balance requirements would be breached, the transaction will not proceed even if the account balance at the time you initiated the transaction indicated there was sufficient funds.

This could occur for a number of reasons including where an "over the counter" transaction has been done subsequently or where a regular or periodic payment has been debited to your account.

15. Protecting your Online Access ID, Password and Token Device

If you make a record of your password you must keep it separate and well away from your computer unless the password is reasonably disguised. However, to minimise the risk of unauthorised transactions occurring on your account, it is best to keep your password, even if disguised, separate and well apart from your computer.

You must not keep your computer and undisguised password together in your office or at home in the same room. You must destroy any documentation we issue to you containing your password. You must not tell anyone your password, including family members, friends and staff; you must not select a word or number that can easily be associated with you such as your date of birth, telephone number, driver's licence number and so forth. For security reasons you should endeavour to change your password at regular intervals.

To protect your token device you must keep it secure and in a location where unauthorised people cannot access it; do not write your authorised user identification or password on the token device; and do not keep a record of your authorised user identification or password near the token device.

Further information about how to protect yourself from online fraud is available in our brochure entitled "Your Guide to TPTL Online" and on our website at www.tasmanianperpetual.com.au

16. What you must do if you suspect a breach of security of the password or token device

You must contact us immediately if you suspect or become aware of a security breach. You must ensure that the password is changed and/or the token device is deactivated and replaced if it is stolen.

To report a security breach contact TPTL anytime (7 days x 24 hours) on 1300 138 044.

17. When the account holder is not liable

The account holder's liability for any losses resulting from unauthorised transactions in connection with EFT transactions shall be determined under the EFT Code of Conduct a copy of which is available on our website at www.tasmanianperpetual.com.au

The account holder shall not be liable for losses resulting from unauthorised transactions:

- that are caused by the fraudulent or negligent conduct of our staff or agents or companies involved in networking arrangements; or
- that require the use of a password and/or token device, and either happen before the authorised user receives or selects their passwords and/or token device or happen after notification to us that the account holder's passwords and/or token device has been misused, lost or stolen or that the security of the token pass codes has been breached; or
- that happen after we have been notified that a password has been misused, lost or stolen or that the security of any password and/or token device has been breached; or
- that are the result of the same transaction being incorrectly debited more than once to the same account. In this situation, we will credit the amount of the unauthorised transaction to your account; or
- it is clear that the account holder has not contributed to such losses.

18. When the account holder is liable

The account holder will be liable for losses resulting from unauthorised transactions caused by an authorised user doing any of the following:

- engaging in fraud;
- voluntarily disclosing their password to anyone, including a family member or friend;
- keeping a record of a password without making a reasonable attempt to disguise it or to prevent unauthorised access to it;
- writing their password or a disguised record of their passwords on the electronic equipment;
- selecting a password that represents their birth date or being an alphabetical code that is a recognisable part of their name after we have asked them not to and told them the consequences of doing so; or
- acting with extreme carelessness in failing to protect their password and or token; keeping a record of their authorised user identification or password on or near the token device.

In such circumstances, the account holder is liable for the actual losses incurred in the time before we are notified that the account holder's password and/or token device has been misused, lost or stolen or that the security of the token pass code has been breached.

The account holder will also be liable for actual losses resulting from unauthorised transactions caused by the authorised user unreasonably delaying notifying TPTL after becoming aware of:

- the misuse of their password and/or token device;
- loss of their passwords and/or token device;
- their passwords becoming known to someone else; or
- the token device being lost, misused, or becoming available to an unauthorised user.

In these cases an online access account holder's liability will only extend to losses which occur between the time when the authorised user became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified.



However, the account holder will not be liable to pay for that portion of the losses incurred which exceed the balance of their account(s).

For online access the account holder's liability is subject to TPTL proving on the balance of probability that the authorised user contributed to the losses in one or more of the ways described above.

19. When the account holder has only limited liability

The account holder will only be liable for losses resulting from unauthorised transactions to a limited extent, in circumstances where a password was required to perform the transaction and it is unclear whether the authorised user contributed to the loss. The account holder's liability in such cases will be the least of:

- \$150 (this limit does not apply for payments performed with a token device password);
- the balance of the account(s); or
- the actual loss at any time we are notified of the misuse, loss or the passwords becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily payment limit).

20. What we will not be liable for

We will not be liable for:

- any party's reliance on the information obtained through use of TPTL Online;
- any failure or delay of TPTL Online to provide information or perform operations requested;
- in any event other than our negligence, fraud or wilful misconduct, losses exceeding \$500. This limit does not apply to loss of funds from your account where we accept liability under earlier clauses;
- indirect or special loss or damage howsoever caused, including negligence;
- consequential loss or damage you suffer as a result of using TPTL Online; or
- unavailability of online access and events beyond our control such as, but not limited to, internet connection.

21. Statements

You will be able to view your statement(s) online but a paper statement will still be mailed to you each distribution period.

22. Cut-off times

Online access transactions or requests received by TPTL after processing cut off time (3.00pm AEST) each business day will not be processed until the next business day subject to any other terms and conditions such as required notice period(s).

23. Overseas payments

Overseas payments cannot be made via TPTL Online. Payments have to be made to an Australian account at an authorised ADI (Approved Deposit-taking Institution) such as a bank, credit union or building society.

24. Anti – money laundering and counter – terrorism financing obligations

In order for TPTL to meet its regulatory and compliance obligations TPTL has increased the levels of control and monitoring we perform. You should be aware and you agree that:

- transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions. Where transactions are delayed, blocked, frozen or refused, TPTL is not liable for any loss you suffer including consequential loss, howsoever caused in connection with your use of TPTL Online;
- we may from time to time require additional information from you to assist us in the above compliance process and we will require you to provide that information; and
- where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, service providers or to other third parties.

You provide TPTL the following undertakings and indemnify TPTL against any potential losses arising from any breach by you of such undertakings:

- you will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions; and
- the underlying activity, for which TPTL Online is being used for, does not breach any Australian law or sanction.

25. Complaint investigation and resolution procedures

We understand that sometimes you may feel unhappy with some aspects of our products and services.

If you have a complaint or concern, we have a clear process to receive, respond to and resolve it.

Please give us the opportunity to listen and resolve your complaint.

If a product or service does not meet your expectations, we want to know about it. Your feedback is important to us and it provides us with the opportunity to continually improve our services.

We are committed to resolving customer concerns in a timely and professional manner.

Making a complaint

Be prepared

Before you contact us be prepared with any supporting documents or evidence you think will help clarify your concern. When you make your complaint, be clear about what has happened and what you would like us to do.

Contact us in person or via telephone

If you have a complaint or concern you should first contact us on 1300 138 044 or call into your nearest Tasmanian Perpetual Trustees Branch. In most situations we will be able to resolve the matter at that time. If we are unable to resolve the matter at that time, we will follow up with the appropriate area and keep you advised of the progress whilst the matter is being investigated.

Write to us

You may also raise your concerns by completing the 'Complaint Form' in the *Resolving your Complaints* brochure, available at any Tasmanian Perpetual Trustees Branch or by calling 1300 138 044, or documenting separately the details of your complaint and handing it in at your nearest Tasmanian Perpetual Trustees Branch or mailing it to us. All relevant supporting documentation should be included.

Written complaints can be forwarded to:

Complaints Officer
Tasmanian Perpetual Trustees
GPO Box 227
HOBART TAS 7001

You can also email your complaint or concern to:

info@tptl.com.au

What you can expect from Tasmanian Perpetual Trustees

Our aim is to respond to your complaint promptly and resolve it quickly. This can often be done when you first contact us, either by phone or in person at a Tasmanian Perpetual Trustees Branch.

If we cannot resolve your concern or complaint immediately, we will continue to investigate the situation promptly, and will try to resolve the problem within 21 days. If we need more information or more time to investigate we will write to you advising that it will take longer. In no case will we allow a complaint to remain unresolved longer than 45 working days without a written response.

What if you are not satisfied with our response

On occasions, you may remain dissatisfied with our response. The next step is to ask for the matter to be reviewed by a Senior Manager of Tasmanian Perpetual Trustees. Please ensure that you include your customer number on your request, and provide the reason why you are dissatisfied with the initial response and the outcome you are seeking to resolve the dispute.

We will respond within 14 days of receipt of your request, or contact you to advise that the investigation will require additional time. Please forward your request to:

Complaints Officer
Tasmanian Perpetual Trustees
GPO Box 227
Hobart TAS 7001

or via email to:
info@tptl.com.au

If we cannot resolve the issue to your satisfaction

If, despite everyone's best efforts to reach a positive outcome you remain dissatisfied with Tasmanian Perpetual Trustee's response, you may wish to have the matter investigated by someone other than Tasmanian Perpetual Trustees.

Should you remain unhappy with our final response, you have the right to have your claim dealt with by the Financial Ombudsman Service (FOS). Tasmanian Perpetual Trustees is a member of FOS, an external dispute resolution scheme approved by the Australian Securities and Investments Commission. FOS is an independent organisation offering free and accessible dispute resolution services to financial services consumers across Australia.

The Financial Ombudsman Service can be contacted by:

Telephone: 1300 78 08 08

Fax: 03 9613 6399

Post: GPO Box 3 Melbourne VIC 3001

Email: info@fos.org.au

Web: www.fos.org.au

If you have a complaint or concern about the collection or use of your personal information or a breach of privacy and we are unable to resolve your dispute, the matter can be referred to the Office of the Privacy Commissioner who may investigate your complaint further.

They can be contacted on 1300 363 992
or at GPO Box 5218, Sydney NSW 2001.

The Australian Securities and Investments Commission (ASIC) www.asic.gov.au also has an Infoline 1300 300 630, which you may use to make a complaint and obtain information about your rights. Alternatively, you can detail your complaint in an email to infoline@asic.gov.au

To find out more, call Tasmanian Perpetual Trustees on 1300 138 044 or visit your local Branch.

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**Tasmanian
Perpetual
Trustees**

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