

# Cheque Facility Terms & Conditions

(No Longer Offered)

**Effective Date** 1 October 2023



MyState Bank Limited (MyState Bank)

ABN 89 067 729 195 AFSL 240896

Australian Credit Licence Number 240896

A wholly owned subsidiary of MyState Limited

ABN 26 133 623 962

You should read all these documents carefully and retain them for future reference. Copies of each of these documents are available from MyState Bank.

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# Introduction

From 1 October 2023 new MyState Bank Cheque Facilities are no longer offered. If a cheque book was not issued to your account before 1 October 2023, cheque access to that account will not be available.

These terms and conditions explain how to use your cheque book, the risks of using a cheque, your rights and MyState Bank's responsibilities to you as a customer. These terms and conditions do not apply to MyState Bank corporate cheques.

You should read these terms and conditions before applying for a cheque facility to confirm you understand your rights and responsibilities.

These terms and conditions should be read together with the following:

- Financial Services Guide;
- Privacy Policy;
- Terms & Conditions for Deposit Accounts & Electronic Banking;
- Fees & Charges for Deposit Accounts & Electronic Banking;
- Interest Rates for Personal Deposit Accounts;
- Interest Rates for Business Deposit Accounts

You may also need to read:

- Terms and Conditions No Longer Offered Deposit Accounts & Electronic Banking;
- Terms and Conditions No Longer Offered Deposit Accounts & Electronic Banking (formerly offered by The Rock);
- Fees & Charges No Longer Offered Deposit Accounts;
- Fees & Charges No Longer Offered Deposit Accounts (formerly offered by The Rock)
- Interest Rates for No Longer Offered Deposit Accounts
- Interest Rates for No Longer Offered Deposit Products (formerly offered by The Rock);
- Terms and Conditions for Visa Debit Card;
- Terms and Conditions for RediCARD PLUS

You can access these documents by visiting our website mystate.com.au, calling us on 138 001 or visiting your local branch.

## Definitions

The following definitions apply when reading these terms and conditions.

- **We/us/our** is MyState Bank.
- **You/your/user**.

The customer or account owner and can be individuals or a business.

In the situation where there is more than one account owner and all account owners are required to sign with, you means all those account owners together.

In the situation where all account owners have authorised one or more individuals to operate the account with, you means the individual.

# Product Specific Terms and Conditions

## 1. About a Cheque Facility

A cheque facility allows you to make payments to other people or businesses from your account.

Any cheque book given to you remains the property of us and when a cheque book facility is cancelled either by you or us, you must securely destroy any remaining cheques. We may cancel your cheque book at any time, refer to section 8.

We have a relationship with Cuscal Limited which enables us to complete cheque withdrawals from your account and by accepting these terms and conditions you agree to this relationship also.

Fees may apply.

## 2. How to write a cheque

When writing a cheque it is important that the following details are completed so the cheque will be accepted by another Bank:

- Payee – the person who is receiving the cheque
- Date – the day you are writing the cheque
- Amount written in words
- Amount written in dollars
- The cheque is signed

### Crossing a cheque

Crossing a cheque "Not negotiable" or "Account payee only" is telling the accepting bank to only deposit into an account in the name cheque is written, not allow cash to be given.

#### Example of a "Not Negotiable" crossing

XYZ	Date 11
Pay Fred Smith	or bearer
The sum of Three hundred Dollars	\$300.00
Signature	

#### Example of an "Account Payee" crossing

XYZ	Date 11
Pay Fred Smith	or bearer
The sum of Three hundred Dollars	\$300.00
Signature	

### Deleting "or bearer"

Your pre-printed cheques have the words "or bearer" after the space where you write the name of the person you are paying the cheque to. If you cross out the word "or bearer" and do not add the word "or order", the cheque is still a bearer cheque.

You can give yourself more protection against theft or fraud by crossing out the words "or bearer" and adding the words "or order".

If the cheque is an "or order" cheque we only pay it to:

- The payee; or
- Any other person that it is signed to be paid on the reverse side of the cheque.

### **3. How to protect your cheque book**

When you write a cheque you need to take care to reduce the possibility of any unwanted changes.

- always write a cheque in ink;
- never sign a cheque until you have filled it out completely;
- start the name of the person to whom you are paying the cheque as close as possible to the word "Pay";
- draw a line from the end of the person's name to the beginning of the printed words "or bearer";
- start the amount in words as close as possible to the words "the sum of" also add the word "only" after the amount in words;
- draw a line from the end of the amount in words to the printed "\$" symbol; and
- start the amount in numbers close after the printed "\$" symbol and avoid any spaces between the numbers.

It is important that you keep your cheque book under secure control and in a safe place at all times and never give your cheque book or an incomplete cheque to any person.

Always read your statement carefully and tell us if it contains any entry which you suspect may represent an unauthorised transaction. Contact us immediately if your cheque book or a cheque has been lost, stolen or used without your authority.

You will be liable for all losses caused by your failure to use your cheque book as listed above. However you will not be liable where it is shown, that the loss was caused by:

- the fraudulent or negligent conduct of our employees or agents; or
- the same cheque being debited more than once to the same account.

### **4. Stopping a cheque**

To stop a cheque you need to contact us as soon as possible. We will request certain details of the cheque to confirm we stop the correct cheque. You must, of course, do this before the cheque has been deposited elsewhere.

Fees may apply.

### **5. Honouring a cheque**

We will honour cheques drawn on your account if you have money to cover the amount.

There may be instances where we decide to honour a cheque and overdraw your account. This is at our discretion and does not mean we are allowing an overdraft facility.

In the case that we honour a cheque and your account is overdrawn we may combine your accounts, which means we may transfer money from one of your other accounts to cover the overdrawning.

If overrawing does occur a fee may apply and debit interest will be charged to the account on the last working day of the month, as per the Unarranged Borrowing Rate. Refer to our Interest Rates for Personal and Household Lending or Interest Rates for Business Lending.

Any transfers or deposits made to the account once overdrawn will reduce or clear the debit balance owed on the account.

### **6. Dishonouring a cheque**

Your cheque may be unpaid or "dishonoured" in some situations, such as:

- there isn't enough money in your account to cover the cheque amount;
- there is something wrong with the cheque – such as post-dated, unsigned or appears to have been altered;
- you have requested us to stop the cheque; or
- there is a freeze on your account.

If we dishonour the cheque for any of the above reasons we will advise you and a fee may apply.

### **7. Inactive Cheque book facility**

A cheque book facility is considered inactive if after 6 months a cheque written by you has not been presented for payment.

### **8. Cancelling your cheque book facility**

You may cancel your cheque book facility at any time upon request. If your account is joint, and is single or either to sign we will take instruction from one of you. To cancel a cheque book facility please contact us.

We may cancel your cheque book facility. If we cancel your cheque book facility we will provide you with a minimum of 30 days notice prior to this occurring, unless we believe use of your cheque book facility may cause you or us loss.

When a cheque book facility is cancelled either by you or us, you must securely destroy any remaining cheques.

You are liable for transactions on your account after the cheque book facility is cancelled.

We may dishonour any cheques we have been asked to pay after the cheque book facility has been cancelled by either you or us.

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