

OCBC Bank Bill Payment (JomPAY) Terms and Conditions

Part 1

1. PAYMENTS

1.1 The Bank will process payment to the Biller in accordance with the Customer's Payment Instructions based on the following timelines :

Payment Initiated by Customers		*Funds Received by Beneficiaries		*Refund for Unsuccessful Transactions
Business Days (Mon - Fri)	Before 5:00 am	Same business day	By 11.00 am	By 5.00 pm
	5.01 am - 8.00 am		By 2.00 pm	By 8.20 pm
	8.01 am - 11.00 am		By 5.00 pm	By 11.00 pm
	11.01 am - 2.00 pm		By 8.20 pm	By 11:00 am, next business day
	2.01 pm - 5.00 pm		By 11.00 pm	
	After 5.00 pm	Next business day	By 11.00 am	By 5.00 pm
Non-Business Days (Saturday, Sunday and Federal Territory Public Holidays)		Next business day	By 11.00 am	By 5.00 pm

1.2 The Bank will not accept orders to stop Payment Instructions once the Customer has instructed the Bank to make the Payment Instructions except when:

- i. the Bank has reasonably concluded that the Payment Instructions were fraudulent or unauthorised; or
- ii. the Payment Instructions are future dated payments which the Bank has not transmitted to IBG.

1.3 The Customer shall notify the Bank immediately if the Customer becomes aware that he has made a mistake (except for underpayment) when instructing the Bank to make a payment, OR if the Customer did not authorise a payment that has been made from his account. Recovery of funds for such payments shall be described in Clause 2.

- 1.4 The Customer must ensure that he informs the Bank the correct amount he wishes to pay. If the Customer later discovers that the amount for payment required to be paid is more than the amount for payment that he has informed the Bank to pay, the Customer can make another payment for the difference of the said amount.
- 1.5 The Bank will notify the Customer on the status of JomPAY payment instructions including the reasons of rejected or failed "Payer not-present" payment instructions. However, the Customer has the option not to receive these notifications upon request.

2. RECOVERY OF FUNDS AND LIABILITY FOR PAYMENTS

- 2.1 The Bank will rectify Mistaken Payment Instruction made by the Customer according to the terms and conditions herein, provided the following conditions are satisfied:
 - a) The Customer immediately informs the Bank that he becomes aware of any delays or mistakes in processing Payment(s); and
 - b) The Bank is satisfied that Mistaken Payment Instruction has occurred.
- 2.2 Subject to Clause 2.1, the Bank will attempt to rectify any such matters in relation to Mistaken Payment Instructions made by the Customer, in the way described in this clause:
 - a) For misdirected payments, duplicated payments or incorrect Biller Code or incorrect RRN, the Bank shall submit a request to recover funds to the Biller Bank that received the erroneous funds;
 - b) Upon the Bank's satisfaction that the error for incorrect amount payment is caused by the Biller, the Bank shall carry out a Reversal to the Customer account and submit a request to recover funds to the Biller Bank of the Biller for the error;
 - c) For payment that is not completed or failed at the Bank's end, the Bank shall credit back the amount of the failed payment into the Customer's account upon the Bank's satisfaction that the Payment Instruction failed and was not duly processed at the Bank's end;
 - d) For payment that is not completed or failed at the Scheme Operator's end or the Biller Bank's end, the Bank shall credit back the amount of the failed payment to the Customer into the Customer's account before initiating a recovery of funds request.
- 2.3 Recovery of funds requests made on behalf of the Customer for Mistaken Payments mentioned in Clause 2.2 or Erroneous Payments shall be processed in accordance with Clause 3. Subject to Clause 3, the Bank will work with the Affected Participant to request and recover the funds on behalf of the Customer.
- 2.4 All enquiries or complaints raised by the Customer regarding Mistaken Payment Instruction shall be resolved no later than fourteen (14) Business Days. All enquiries and complaints received after 5pm on a Business Day would be deemed received at the start of the next Business Day.

- 2.5 The Bank shall be entitled to debit the Customer's account (for recovery of funds), in the event the Bank did not debit the Customer's account after Payment Instruction has been properly and successfully executed.
- 2.6 Subject to Clause 3 herein (for requests of funds made by Payer Bank) the Bank shall be entitled to debit the Customer's account for funds credited into his account due to the following payments made by persons other than the Customer:
- a) Mistaken Payment Instructions;
 - b) Erroneous Payment Instruction;
 - c) Unauthorised Payment Instruction; and
 - d) Fraudulent Payment Instruction;

3. ERRONOUS PAYMENT INSTRUCTION/ MISTAKEN PAYMENT INSTRUCTION

- 3.1 The Customer may request for recovery of funds that were incorrectly transferred to Affected Bank Customer who is a non-Biller in the following manner:
- 3.1.1 Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received within twenty (21) Business Days from date of Erroneous Payment Instruction/Mistaken Payment Instruction, the Bank shall proceed with the recovery of funds and remit the funds into the Customer's account within one (1) Business Days, if the following conditions are met:
- 3.1.1.1 The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account;
 - 3.1.1.2 There is sufficient balance in the affected account; and
 - 3.1.1.3 There is no evidence that the Affected Bank Customer is entitled to the funds in question.
- 3.1.2 Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received between twenty two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, the Bank shall proceed with the recovery of funds and remit the funds into the Customer's account within fifteen (15) Business Days, if the following conditions are met:
- 3.1.2.1 The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account; and
 - 3.1.2.2 There is sufficient balance in the Affected Bank Customer's account;
 - 3.1.2.3 There is no evidence that the Affected Bank Customer is entitled to the funds in question.
- 3.1.3 Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received after seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, the Bank shall proceed with the recovery of funds and remit the funds into the Customer's account within fifteen (15)

Business Days, if the following conditions are met:

3.1.3.1 The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account; and

3.1.3.2 There is no evidence that the Affected Bank Customer is entitled to the funds in question; and

3.1.3.3 The Affected Bank Customer has given its consent for the Bank to debit his account.

3.2 The Customer may request for recovery of funds that were incorrectly transferred to Affected Bank Customer who is a Biller in the following manner:

3.2.1 Subject to Clause 3.2.2, if the request is received within twenty one (21) Business Days from date of Erroneous Payment Instruction/Mistaken Payment Instruction, the Bank shall proceed with the recovery of funds and remit the funds into the Customer's account within one (1) Business Day:

a) If the Affected Participant is fully satisfied that funds were erroneously credited to the Affected Biller;

b) funds have been credited to the Affected Biller's account;

c) The Affected Biller has not acted on RTN;

d) The RTN has not been delivered to the Affected Biller;

e) There is sufficient balance in the Affected Biller's account to cover the recovery amount; and

f) The Affected Participant shall give written notification to the Affected Biller before debiting its account.

3.2.2 If the funds have not been credited to the Affected Biller's account and that the Affected Biller has acted on RTN (has delivered goods or has provided services), the funds may not be fully recovered.

3.2.3 Recovery of funds wrongly credited to Affected Bank Customer who is a Biller, of which request is received between twenty two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, the recovery of funds shall be processed in accordance with Clause 3.1.2 herein.

3.2.4 Recovery of funds wrongly credited to Affected Bank Customer who is a Biller, of which request is received after seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction; the recovery of funds shall be processed in accordance with Clause 3.1.3 herein.

3.3 Notwithstanding the aforesaid, if the funds for Erroneous Payment Instruction or Mistaken Payment Instruction cannot be recovered or fully recovered due to insufficient balance in the Affected Bank's Customer's account, it will be deemed an Unrecoverable Loss. For avoidance of doubt the party who is responsible for the error, caused the error, causing the incomplete or failed Payment is liable for the Unrecoverable Loss.

Unauthorised Payment Instruction and Fraudulent Payment Instruction

- 3.4 The Bank shall upon receiving report from a Customer alleging that Unauthorised Payment Instruction was made, or upon becoming aware of Unauthorised Payment Instruction originating from the Bank, remit the funds into the Customer's account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met:
 - 3.4.1 The Bank shall conduct an investigation and determine within fourteen (14) Business Days, whether or not the Unauthorised Payment Instruction did occur;
 - 3.4.2 if the Bank is satisfied that the Unauthorised Payment Instruction occurred or fourteen(14) Business Days have lapsed, the Bank shall initiate a Reversal process whereby all debit posted to the Customer's account arising from the Unauthorised Payment Instruction would be reversed; and
 - 3.4.3 The Biller Bank has not applied some or all the funds in question for the benefit of the Beneficiary of Fraud.
- 3.5 For Fraudulent Payment Instruction, the Bank shall upon receiving report from the Customer alleging that Fraudulent Payment Instruction was made, or becoming aware of Fraudulent Payment Instruction originating from the Bank, remit the funds into the Customer's account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met:
 - 3.5.1 The Bank shall conduct an investigation and determine within fourteen (14) Business Days, whether or not the Fraudulent Payment Instruction did occur;
 - 3.5.2 if the Bank is satisfied that the Fraudulent Payment Instruction occurred or fourteen (14) Business Days have lapsed, the Bank shall initiate a Reversal process whereby all debit posted to the Customer's account arising from the Fraudulent Payment Instruction would be reversed; and
 - 3.5.3 The Biller Bank has not applied some or all the funds in question for the benefit of the Beneficiary of Fraud.
- 3.6 Notwithstanding the aforesaid, if the funds for Unauthorised Payment Instruction or Fraudulent Payment Instruction cannot be recovered or fully recovered, it will be deemed an Unrecoverable Loss.
- 3.7 No chargeback rights will be available under the Scheme and will not be applicable for Payments made using Cards.

- 3.8 The Customer shall indemnify the Bank against any loss or damage suffered due to any claim, demand or action brought against the Bank arising directly or indirectly from negligent and fraudulent acts in these terms and conditions by the Customer.

4. BATCH PAYMENTS

- 4.1 Subject to the Bank's agreement, the Customer is allowed to do Batch Payment:
- a) The Customer is making Batch Payment on its own behalf; or
 - b) The Customer is making Batch Payment on behalf of its related entities to discharge the entities' debts, or debts of the said entities to one or more Billers.
- 4.2 The Customer is allowed to do Batch Payment by debiting his CASA or Card Accounts held with the Bank, as the case maybe.
- 4.3 The Customer warrants to the Bank that:
- a) such Batch Payment is made on the Customer's own account as a Payer, or as Payer in the ordinary course of its business makes multiple payments on behalf of the Customer, or on behalf of the Customer's related entities to discharge the entities' debts, or debts of the said entities to one or more Billers and not for the benefit of other person; and
 - b) such Batch Payment is made not for the purpose of carrying on business of making payments through the Scheme using Batch Payment method.
- 4.4 All other terms and conditions of this Agreement also apply to Batch Payment.

5. PAYMENT QUERIES

- 5.1 The Bank shall, in good faith, attempt to settle all payment queries or disputes with the Customer arising in connection with the JomPAY service amicably by mutual agreement.
- 5.2 In the case of a dispute or conflict, the Customer is entitled to seek recourse via the industry mediation and arbitration bodies such as the Financial Ombudsman Scheme.
- 5.3 The Customer also has the right to lodge a complaint with the Scheme Operator if there are allegations of our non-compliance to the JomPAY Scheme Rules. However, the Scheme Operator's review of such complaints shall be confined to:
- 5.3.1 Determination whether there has been non-compliance;
 - 5.3.2 Stipulating remedies for Participants to correct or address the noncompliance; and
 - 5.3.3 Determination if penalties are applicable for the non-compliance
- 5.4 All decisions rendered by the Scheme Operator in response to complaints from the Customer shall be binding on the Bank.

6. SUSPENSION

- 6.1 The Bank may with written notice suspend the Customer's right to use the Scheme at any time in the circumstances specified in this clause (*insert suspension events and include if someone who is acting on the Payer's behalf is suspected of being fraudulent*).

7. BILLER CANNOT PROCESS PAYMENT

- 7.1 If the Bank is informed that payment by the Customer cannot be processed by a Biller, the Bank will:
- a) Inform the Customer about this; and
 - b) Credit the Customer's account with the amount of the payment.

8. ACCOUNT RECORDS

- 8.1 The Customer must check its account and immediately report to the Bank as soon as the Customer becomes aware of any errors or of any payment(s) which the Customer did not authorise or which were made by someone else without the Customer's permission.

Part 2

9. JomPAY

- 9.1 The Bank is a Participant and will notify the Customers if the Bank is no longer a Participant.
- 9.2 The Customer must inform the Bank the information required as specified in Clause 11, when informing to make a Payment Instruction. The Bank will debit Designated Account with the amount of the Payment Instruction.
- 9.3 The Customer acknowledges that these terms and conditions are in addition to the Bank's existing Account and Services Main Terms and Conditions as well as Transaction Banking Services Terms and Conditions. In the event of any inconsistency between the Bank's Account and Services Main Terms and Conditions as well as Transaction Banking Services Terms and Conditions and these terms and conditions, these terms and conditions shall apply to the extent of such inconsistency.
- 9.4 In the event of any inconsistency between the existing account terms and conditions and the Terms and Conditions, the Terms and Conditions shall apply to the extent of such inconsistency.
- 9.5 The Customer acknowledges that the receipt by a Biller of a Mistaken Payment Instruction or Erroneous Payment Instruction does not or will not constitute under any circumstances part of whole satisfaction of any underlying debt owed between the Customer and such Biller.

10. VALID PAYMENT INSTRUCTION

- 10.1 The Bank will treat the Customer's instructions to make a payment as valid if the Customer complies with the Terms and Conditions that govern the Customer's use of OCBC's Internet Business Banking Services.

11. INFORMATION REQUIRED

- 11.1 The Customer shall provide such information as may be required by the Bank from time to time to give effect to the Payment Instructions, including but without limitation:
 - a) Biller Code;
 - b) Ref-1;
 - c) Ref-2 (if stated in Payer's Bill)
 - d) Amount;
 - e) Payment account type.
- 11.2 The Customer acknowledges that the Bank is not obliged to effect a Payment or Payment Instruction if the Customer does not give all information required by the Bank or if any of the information given is inaccurate.

12. AMENDMENTS TO TERMS

- 12.1 The Bank can change these terms and conditions at any time by giving written notice to the Customer in such manner deemed appropriate by the Bank.
- 12.2 As a result of any change the Bank makes, or for any other reason, Customer may at Customer's option choose to no longer use the scheme.

13. PAYMENT CUTOFF TIME

- 13.1 If the Customer orders Payment Instructions to a Biller before the Payment Cut-Off Time for the Business Day, the Biller is deemed to have received payment on the same Business Day. However, the payment may take longer to be credited to a Biller if Payer orders Payment Instructions after the Payment Cut-Off Time or on a Saturday, Sunday or a public holiday the Biller is deemed to have received Payment on the next Business Day.
- 13.2 The Payment Cut-Off Time will be made known to Customers in such manner deemed appropriate by the Bank.

14. CONSEQUENTIAL DAMAGES

- 14.1 In no event shall the Bank be liable to the Customer for any special, incidental, indirect or consequential damages, damages from loss of profits, or business opportunities, or failure to achieve cost savings, in contract, tort or otherwise, even if the Bank were advised in advance of the possibility of such loss, cost or damages, arising out of or in connection with this Agreement.

15. PERSONAL DATA PROTECTION

- 15.1 Subject to the Customer's express instruction (if any) restricting disclosure, the Customer irrevocably consents to and authorises the Bank and its officers to disclose the Customer's personal data, account details, transactional information and relationship with the Bank, to the following classes of persons:-
- (a) the Bank's data processors or service providers, both within and outside Malaysia, engaged to carry out the Bank's functions and activities; the Bank's related companies both in or outside Malaysia, related to the Bank by virtue of Section 6 of the Companies Act 1965 or any associated company of the Bank (the Bank together with the aforesaid related/associated companies are collectively referred as "OCBC Group") and their assignees and successors-in-tittle;
 - (b) regulatory bodies, government agencies, tax authorities, the police, law enforcement bodies and courts, both within and outside Malaysia including pursuant to the Foreign Account Tax Compliance Act of the United States;
 - (c) other banks or financial institutions, the Scheme Operator and Billers (in or outside Malaysia);
 - (d) Dishonoured Cheques Information System, credit bureaus, credit reporting agencies and corporations set up set up for the purposes of collecting and providing credit information

- (e) any person who has given or is giving security or intend to settle the Customer's liabilities;
- (f) debt collection agents, lawyers, custodians and nominee companies;
- (g) the Customer's authorised agents, executor, administrator or legal representative;
- (h) the Bank's assignees or acquirers, potential assignees or acquirers and successors-in- title; and
- (i) such persons or bodies to whom the Bank is legally required or permitted by law to disclose.

15.2 The Customer, if an individual or unincorporated entity:

- (a) acknowledges having read the Bank's Privacy Policy posted at the Bank's website which notified him that :
 - (i) the Bank may collect his personal data directly from him or from third party sources;
 - (ii) purpose for which his personal data is collected;
 - (iii) his right to access his personal data and correct it;
 - (iv) the class of third parties to whom the Bank may disclose his personal data;
 - (v) the choices and means for limiting the processing of his personal data;
 - (vi) whether the personal data requested is obligatory or voluntary, and if obligatory, the consequences for not providing such data;
 - (vii) that he may update his personal data as soon as there are changes; and
 - (viii) the Bank's contact details if he wishes to make inquiries or give feedback; and
- (b) consents to and authorizes the Bank to conduct credit checks, collect and verify information given by the Customer with the relevant registrars, credit bureaus and credit reporting agencies. The Customer consents to disclosure by credit reporting agencies of his or its credit report and information to the Bank for the purpose of this Agreement and for the Bank's risk management and review. The Bank may but is not obliged to convey the Customer's consent and the purpose of such disclosure to the credit reporting agencies.
- (c) subject to the Customer's express instruction (if any) restricting disclosure, consents to the Bank's disclosure of his personal data (limited to name and contact details) to organisations (in and outside Malaysia) which are in an arrangement or alliance with the Bank, for the purpose of direct marketing of these organisations' products and services. The Customer may at any time withdraw his or their consent for direct marketing of such products or services by written request to the Bank.

15.3 The Customer, if a company or statutory body or incorporated entity, warrants and represents to the Bank that:

- (i) it had obtained consent from its directors, relevant managers, officers, office bearers, partners and shareholders to disclose their personal data to the Bank in connection with this agreement;
- (ii) informed them that the Bank may conduct credit checks, collect and verify information given by them with the relevant registrars, credit bureaus and credit reporting agencies and have obtained their consent for the credit reporting agencies to disclose their credit report/information to the Bank for the purpose of this agreement and for the Bank's risk management and review;
- (iii) that the Bank may disclose their personal data to classes of third parties described in the Bank's Privacy Policy;
- (iv) that the Customer had informed them to read the Bank's Privacy Policy posted in the Bank's website.

15.4 The customer must notify us if any of their personal information is inaccurate, changes and the customer consent that the updated personal information is disclosed to all Participants in the Scheme, for the purpose of Clause 15.1.

15.5 The customer can request access to the personal data held by the Bank with written notice.

15.6 The customer acknowledge that if their personal data is not disclosed to the parties specified in Clauses 15.1 and 15.3, it will not be possible to process the customer requested payment(s) or use the Scheme.

16. DEFINITIONS AND INTERPRETATION

The following words have these meanings:-

Term	Description
Affected Bank Customer	A Customer whose bank account has been erroneously debited or credited due to erroneous or Fraudulent Payment Instructions caused by other Participants, Customers or PayNet.
Affected Biller	A Biller that received erroneous or Fraudulent Payment Instructions and/or funds due to errors of other Participants, Customers or PayNet.
Affected Participant	A Participant that received Erroneous or Fraudulent Payment Instructions and/or funds due to errors of other Participants, Customers or PayNet.
Bank	A financial institution that is licensed under Financial Services Act 2013, Islamic Financial Services Act 2013 and/or Development Financial Institutions Act 2002.
Batch Payment	Payments made to one or more Billers by grouping and bundling individual Payment Instruction(s) and collectively transmitting these Payment Instruction(s) at scheduled times
Bill	An itemised statement of money owed, or a request to pay, for purchase goods, provision of services and/or any other business transaction.
Biller	Government agencies, statutory bodies, sole proprietor or partnership businesses, a company or an organisation, societies, charities participating in the Scheme to collect Bill payments.
Biller Bank	A Participant appointed by a Biller to facilitate the Biller's collection of Bill payments via JomPAY.
Biller Code	An alpha numeric code uniquely identifying either: <ul style="list-style-type: none"> • a Biller; or • a Biller's product or service category for purposes of routing Payments to the Biller.
Business Day	Any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.
CASA	Current account and savings account.
Card Accounts	Credit card account(s), charge card account(s) and prepaid card account(s).
Customer	A term used to collectively refer to Billers, Payers and other clients of a Participant.
Erroneous Payment Instruction	A Payment Instruction that is initiated wrongly or is incorrect as follows: <ul style="list-style-type: none"> • Participants post erroneous entries to Billers'/Payers' bank accounts, or generate invalid, incorrect, misdirected or duplicated Payment Instructions on behalf of Billers'/Payers' due to technical errors or operational errors; • Technical or operations errors at the Scheme Operator that results in incorrect or duplicated Payment Instructions; and • Mistaken Payment Instruction which is directed to the wrong Billers/Payers, contains incorrect recipient reference numbers, carries the wrong amount, or is duplicated.

Fraudulent Payment Instruction	A Payment which has been induced by dishonest or fraudulent means and which the Payer requests be refunded. It includes cases where a Payer makes a Payment as a result of a fraudulent invoice issued by a third party who purports to be a Biller (and is not in fact a Biller) or a third party who impersonates a Biller.
Interbank GIRO or IBG	An interbank payment and funds transfer system that facilitates payments and collections via the exchange of digitized transactions between banks.
JomPAY Brand	The brand, icon, logo and marks for the JomPAY Scheme.
Scheme	Is a service offered by PayNet which facilitates industry wide ubiquitous Bill payments through the use of standard Biller Codes and Recipient Reference Numbers.
PayNet	Payments Network Malaysia Sdn. Bhd.
Mistaken Payment Instruction	A payment that is made, or not made, to a person or for an amount which is not in accordance with a Payer's Payment Instructions or contains an error in the Payment Instructions from the Payer resulting in payments which: are directed to the wrong Customers <ul style="list-style-type: none"> • contain incorrect Recipient Reference Numbers • carry the wrong amount; or • are duplicated.
Participant	A Bank that is a member of the Scheme.
Payer	Individuals, companies, body corporate, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies, and other Bank customers that make payments to Billers using the Scheme.
Payer Bank	A Participant in the Scheme who offers services that allow Payers to initiate Payment Instruction.
Payment Instruction or Payment	An order from a Payer to its Payer Bank directing the Payer Bank to: <ul style="list-style-type: none"> • Draw funds from the Payer's bank account; and • Transmit an IBG entry to transfer funds to the Biller Bank to pay a Biller for a Bill.

Reversal	<p>means a transaction that :</p> <ul style="list-style-type: none"> a) is initiated by a Biller to cancel an Erroneous Payment Instruction; b) may involve the making of a debit or credit adjustment to the account of the Payer to which the Erroneous Payment Instruction relates; and c) may involve an adjustment to the bank account(s) of the Biller named in the Erroneous Payment Instruction, if funds from the Erroneous Payment Instruction have been applied to the bank account(s).
Scheme Operator or SO	The owner and the operator of the JomPAY Scheme.
Real-time Notification or RTN	A form of electronic message sent to a Biller to provide advance notice of incoming payment from a Payer once the Payer's bank account has been successfully debited for a Payment Instruction to the Biller.
Unauthorised Payment Instruction	A payment made without the authority of the Payer who is purported to have given the Payment Instruction which initiated that payment (and from whose account that Payment was debited) or a Payment made by a Payer which is void for any reason other than fraud. It includes cases where the Payment has been made by a third party who has obtained unauthorised access to a Payer's account and makes unauthorised transactions from the Payer's account to make other payments. However, it does not include a Fraudulent Payment Instruction.
Unrecoverable Loss	The portion of funds credited to the wrong party due to Erroneous Payments or Fraudulent Payments that cannot be retrieved after Participants have exhausted the recovery of funds process.