



# Bendigo Business Accounts and Facilities

Terms & Conditions

2 July 2010

## About this document

This document must be read in conjunction with the Schedule of Fees, Charges and Transaction Account Rebates and Schedule of Interest Rates for Business Accounts.

You should read this document, the Schedule of Fees, Charges and Transaction Account Rebates and the Schedule of Interest Rates carefully before acquiring any of the products to which this applies.

This document contains terms and conditions which apply to the following:

### **Bendigo Business Passbook Accounts**

- Bendigo Trust Passbook Account

### **Bendigo Cash Management Accounts**

- Bendigo Business Cash Management Cheque Account
- Bendigo Business School Cash Management Cheque Account
- Bendigo Business Cash Management Account
- Bendigo Business School Cash Management Account
- Bendigo Oxfam Australia Cash Management Account

### **Bendigo Business Accounts with cheque access**

- Bendigo Business Cheque Account
- Bendigo Business Solutions Cheque Account
- Bendigo Primary Producer Cheque Account
- Bendigo Club Cheque Account
- Bendigo Emergency Services Cheque Account
- Bendigo Real Estate Trust Cheque Account
- Bendigo Solicitor Trust Cheque Account
- Bendigo Conveyancer Trust (VIC) Cheque Account
- Bendigo Trust Cheque Account
- Bendigo Business Investment Facility

### **Bendigo Business Accounts without cheque access**

- Bendigo Business Account
- Bendigo Business Solutions Account
- Bendigo Primary Producer Account
- Bendigo Club Account
- Bendigo Emergency Services Account
- Bendigo Farm Management Deposit Account
- Bendigo Real Estate Trust Account
- Bendigo Solicitor Trust Account
- Bendigo Conveyancer Trust (VIC) Account
- Bendigo Trust Account
- Bendigo GST Management Account
- Our Community Account

### **Payment facilities**

- Bendigo Phone Banking
- Bendigo e-banking
- Bendigo Business Blue Debit card
- Bendigo Blue Debit Card
- Bendigo Easy Money card
- Bendigo MasterCard credit card and Bendigo Visa credit card (but only to the extent the card is used to access any of the accounts described above)
- Business Cheque Facility
- BPAY® \* and BPAY View® \*
- Pay Anyone Service
- Bendigo Bulk Payments
- Automatic payments (direct debits, periodical payments and sweep facilities)
- Telegraphic Transfers

The issuer of the products described in these Terms and Conditions is Bendigo and Adelaide Bank Limited, ABN 11 068 049 178 AFSL No. 237879.

\*® Registered to BPAY® Pty Ltd  
ABN 69 079 137 518.

### Contact details

You can contact us at any of our branches or at our Head Office:

- The Bendigo Centre  
Telephone (03) 5485 7911  
Facsimile (03) 5485 7000  
[www.bendigobank.com.au](http://www.bendigobank.com.au)

Alternatively you can contact us via:

- Customer Contact and Care  
Telephone **1300 BENDIGO** (1300 236 344)  
Banking consultants who can provide you with information on accounts  
8am – 8pm Monday to Friday (Victorian Time)  
9am – 4pm Saturday (Victorian Time)  
10am – 4pm Sunday (Victorian Time)
- The Bendigo Bank website at  
[www.bendigobank.com.au](http://www.bendigobank.com.au); or
- Customer Help Centre  
Telephone 1300 361 911  
8.30am – 7.30pm (Victorian Time)  
Monday to Friday
- Lost and stolen card after hours hotline  
Telephone 1800 035 383  
24 hours a day, seven days a week

### Key Features

The accounts to which this document applies have different features and some have restrictions. You should select the account which most closely suits your needs. Set out below is a summary of the main features of and restrictions applying to, the accounts.

The accounts have been designed primarily for use by a business and can only be established primarily for business purposes.

The terms and conditions starting on page 12 explain the way in which these accounts operate.

Bendigo Business Accounts with Cheque Access - Key Features Table

Feature	Bendigo Business Investment Facility	Bendigo Business Cheque Account	Bendigo Business Solutions Cheque Account	Bendigo Primary Producer Cheque Account	Bendigo Club Cheque Account	Bendigo Emergency Services Cheque Account	Bendigo Real Estate Trust Cheque Account	Bendigo Solicitor Trust Cheque Account	Bendigo Trust Cheque Account	Bendigo Conveyancer Trust (VIC) Cheque Account
Passbook or Statement	Statement	Statement	Statement	Statement	Statement	Statement	Statement	Statement	Statement	Statement
Minimum to Open	\$1###	\$1###	\$1###	\$1###	\$1###	\$1###	\$1###	\$1###	\$1###	\$1###
Interest Calculated	Daily	Daily	Daily	Daily	N/A	Daily	Daily	Daily	Daily	Daily
Interest Type	Tiered Interest	Tiered Interest	Tiered Interest	Tiered Interest	N/A	Single Rate	Single Rate	Single Rate	Tiered Interest	Single Rate
Interest Credited	Monthly	Monthly	Monthly	Monthly	N/A	Quarterly	Monthly	Monthly	Annually	Monthly
Funds Availability	At Call	At Call	At Call	At Call	At Call	At Call	At Call	At Call	At Call	At Call
Phone Banking##	Available*	Available*	Available*	Available*	Available*	Available*	Available*	Available*	Available*	Available*
e-banking##	Available*	Available*	Available*	Available*	Available*	Available*	Available*	Available*	Available*	Available*
Bulk Payments	Available*	Available*	Available*	Available*	Available*	Available*	Available*	Available*	Available*	Available*
BPAY® and BPAY View®	Available**	Available**	Available**	Available**	Available**	Available**	Available**	Available**	Available**	Available**
Pay Anyone Service	Available**	Available**	Available**	Available**	Available**	Available**	Available**	Available**	Available**	Available**
Automatic Payments	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	No
Account Service Fee^^	No	Yes	Yes	No	No	No	No	No	No	No
Telegraphic Transfers	Available*	Available*	Available*	Available*	Available*	Available*	Available*	Available*	Available*	Available*
Business Cheque Facility	Available*+##	Available*+##	Available*+##	Available*+##	Available*+##	Available*+##	Available*+##	Available*+##	Available*+##	Available*+##
Debit Card#	No	Available*	Available*	Available*	No	Available*	No	No	No	No
Easy Money card^	No	Available*	Available*	Available*	No	Available*	No	No	No	No
Link Bendigo Visa or MasterCard credit card to the account	No	Available*	Available*	Available*	No	No	No	No	No	No
Transaction Fees^^	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes
Transaction Account Rebates^^	Yes	Yes	Yes	Yes	Yes	No	No	No	Yes	No
Overdraft Facility	Available*	Available*	Available*	Available*	Available*	Available*	No	No	No	No
General / other criteria	Must be opened with Facility Limit	Must be a primary producer at time of opening account. Refer clause 1.6	Only available to incorporated clubs, charitable organisations, schools and recognised religions	Only available to approved Australian Emergency Service Providers	This account is for the exclusive use of Real Estate Agents for their statutory trust funds	Only available to approved Australian Emergency Service Providers	This account is for the exclusive use of Agents for their statutory trust funds	This account is for the exclusive use of Solicitors for their statutory trust funds	This account is for the exclusive use of trust funds not regulated by any governing body	This account is for the exclusive use of licensed Victorian conveyancers for their clients trust monies

\* Available subject to approval  
 \*\* BPAY® is available if you have access to Bendigo Phone Banking or Bendigo e-banking. BPAY View® and Pay Anyone are only available if you have access to Bendigo e-banking.  
 + A minimum account balance of \$300 for a two week period may be required before a cheque book is issued  
 # Only if you are at least 18 years of age.  
 ## Available only if you are at least 16 years of age.  
 ^ Only if you are at least 13 years of age.  
 ^^ Refer to the Schedule of Fees, Charges and Transaction Account Rebates.  
 ### There is no minimum account balance required to maintain the account.

Bendigo Business Cash Management Accounts - Key Features Table

Feature	Bendigo Business Cash Management Cheque Account	Bendigo School Cash Management Cheque Account	Bendigo Business Cash Management Account	Bendigo School Cash Management Account	Bendigo Business Cash Management Account	Bendigo School Cash Management Account	Bendigo Oxfam Australia Cash Management Account
Passbook or Statement	Statement	Statement	Statement	Statement	Statement	Statement	Statement
Minimum to Open	\$5,000###	\$1###	\$5,000###	\$1###	\$5,000###	\$1###	\$2,000###
Interest Calculated	Daily	Daily	Daily	Daily	Daily	Daily	Daily
Interest Type	Tiered Interest	Tiered Interest	Tiered Interest	Tiered Interest	Tiered Interest	Tiered Interest	Tiered Interest
Interest Credited	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
Funds Availability	At Call	At Call	At Call	At Call	At Call	At Call	At Call
Phone Banking##	Available*	Available*	Available*	Available*	Available*	Available*	Available*
e-banking##	Available*	Available*	Available*	Available*	Available*	Available*	Available*
Bulk Payments	Available*	Available*	Available*	Available*	Available*	Available*	NA
BPAY® and BPAY View®	Available**	Available**	Available**	Available**	Available**	Available**	Available*
Pay Anyone Service	Available**	Available**	Available**	Available**	Available**	Available**	Available*
Automatic Payments	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Account Service Fee^^	No	No	No	No	No	No	No
Telegraphic Transfers	Available*	Available*	Available*	Available*	Available*	Available*	Available*
Business Cheque Facility	Available*+##	Available*+##	Available*+##	Available*+##	Available*+##	Available*+##	Available*
Debit Card#	Available*	Available*	Available*	Available*	Available*	Available*	No
Easy Money card^	Available*	Available*	Available*	Available*	Available*	Available*	No
Link Bendigo Visa or MasterCard credit card to the account#	Available*	No	Available*	No	Available*	No	No
Transaction Fees^^	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Transaction Account Rebates^^	No	Yes	No	Yes	No	Yes	Yes
Overdraft Facility	Available*	Available*	Available*	Available*	Available*	Available*	No
General / other criteria		Only available to schools (public or private), colleges or universities, school based bodies or committees of management, pre-schools or kindergartens		Only available to schools (public or private), colleges or universities, school based bodies or committees of management, pre-schools or kindergartens		Only available to schools (public or private), colleges or universities, school based bodies or committees of management, pre-schools or kindergartens	You have the choice of retaining all your interest, or alternatively you can have all or half of the interest earned on your account credited to Oxfam Australia. See clause 5.25 of this document for more details.

\* Available subject to approval

\*\* BPAY® is available if you have access to Bendigo Phone Banking or Bendigo e-banking. BPAY View® and Pay Anyone are only available if you have access to Bendigo e-banking.

+ A minimum account balance of \$300 for a two week period may be required before a cheque book is issued

# Only if you are at least 18 years of age.

## Available only if you are at least 16 years of age.

^ Only if you are at least 13 years of age.

^^ Refer to the Schedule of Fees, Charges and Transaction Account Rebates.

### There is no minimum account balance required to maintain the account.

Bendigo Business Accounts - Key Features Table

Feature	Bendigo Business Account	Bendigo Business Solutions Account	Bendigo Primary Producer Account	Bendigo Club Account	Bendigo Emergency Services Account	Our Community Account	Bendigo Farm Management Deposit Account
Passbook or Statement	Statement	Statement	Statement	Statement	Statement	Statement	Statement
Minimum to Open	\$1##	\$1##	\$1##	\$1##	\$1##	\$2,000	\$1,000
Interest Calculated	Daily	Daily	Daily	N/A	Daily	Daily	Daily
Interest Type	Single Rate	Tiered Interest	Tiered Interest	N/A	Single Rate	Tiered Interest	Tiered Interest
Interest Credited	Monthly	Monthly	Monthly	N/A	Quarterly (credited first day of January and quarterly thereafter)	Quarterly (credited first day of January and quarterly thereafter)	Annually on 1st July
Funds Availability	At Call	At Call	At Call	At Call	At Call	At Call	At Call
Phone Banking##	Available*	Available*	Available*	Available*	Available*	Available*	Available*
e-banking##	Available*	Available*	Available*	Available*	Available*	Available*	Available*
Bulk Payments	Available*	Available*	Available**	Available**	Available**	Available*	N/A
BPAY® and BPAY View®	Available**	Available**	Available**	Available**	Available**	Available**	Available**
Pay Anyone Service	Available**	Available**	Available**	Available**	Available**	Available**	Available**
Automatic Payments	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Account Service Fee^^	No	Yes	No	No	No	No	No
Telegraphic Transfers	Available*	Available*	Available*	Available*	Available*	Available*	No
Business Cheque Facility	No	No	No	No	No	No	No
Debit Card#	Available*	Available*	Available*	No	Available*	No	No
Easy Money card^	Available*	Available*	Available*	No	Available*	No	No
Link to Bendigo Visa or MasterCard credit card to the account#	Available*	Available*	Available*	No	No	No	No
Transaction Fees^^	Yes	Yes	Yes	Yes	No	Yes	No
Transaction Account Rebates^^	No	Yes	Yes	Yes	No	Yes	No
Overdraft Facility	Available*	Available*	Available*	Available*	Available*	No	No
General / other criteria			Primary income must come from the land. Refer to clause 1.6	Only available to incorporated clubs, charitable organisations, schools and recognised religions	Only available to approved Australian Emergency Service Providers	You have the choice of donating all or half of the interest earned on your account to Community Enterprise™ Foundation. If you elect to alter the percentage of interest donation, the instruction in place as at the interest credited periods will apply for the full interest period. See clause 1.8 of the General Terms and Conditions.	Only available to Primary Producers. Eligibility criteria applies and the account must be in the name of an individual.

\* Available subject to approval  
 \*\* BPAY® is available if you have access to Bendigo Phone Banking or Bendigo e-banking. BPAY View® and Pay Anyone are only available if you have access to Bendigo e-banking.  
 + A minimum account balance of \$300 for a two week period may be required before a cheque book is issued  
 # Only if you are at least 18 years of age.  
 ## Available only if you are at least 16 years of age.  
 ^ Only if you are at least 13 years of age.  
 ^^ Refer to the Schedule of Fees, Charges and Transaction Account Rebates.  
 ### There is no minimum account balance required to maintain the account.

Bendigo Business Accounts - Key Features Table

Feature	Bendigo Real Estate Trust Account	Bendigo Solicitor Trust Account	Bendigo Trust Account	Bendigo Trust Passbook Account	Bendigo GST Management Account	Bendigo Conveyancer Trust (VIC) Account
Passbook or Statement	Statement	Statement	Statement	Passbook	Statement	Statement
Minimum to Open	\$1###	\$1###	\$1###	\$1###	\$1###	\$1###
Interest Calculated	Daily	Daily	Daily	Daily	Daily	Daily
Interest Type	Single Rate	Single Rate	Tiered Interest	Tiered Interest	Single Rate	Single Rate
Interest Credited	Monthly	Monthly	Annually (1st October)	Annually (1st October)	Half Yearly (1st Apr & 1st Oct)	Monthly
Funds Availability	At Call	At Call	At Call	At call	At Call	At Call
Phone Banking##	Available*	Available*	Available*	Available*	Available*	Available*
e-banking##	Available*	Available*	Available*	Available*	Available*	Available*
Bulk Payments	Available**	Available**	Available**	Available**	Available**	Available**
BPAY® and BPAY View®	Available**	Available**	Available**	Available**	Available**	Available**
Pay Anyone Service	Available**	Available**	Available**	Available**	Available**	Available**
Automatic Payments	No	No	Yes	Yes	Yes	No
Account Service Fee^^	No	No	No	No	No	No
Telegraphic Transfers	Available*	Available*	Available*	Available*	Available*	Available*
Business Cheque Facility	No	No	No	No	No	No
Debit Card#	No	No	No	No	No	No
Easy Money card^	No	No	No	No	No	No
Link Bendigo Visa or MasterCard credit card to the Account#	No	No	No	No	No	No
Transaction Fees^^	Yes	Yes	Yes	Yes	Yes	Yes
Transaction Account Rebates^^	No	No	Yes	Yes	Yes	No
Overdraft Facility	No	No	No	No	No	No
General / other criteria	This account is for the exclusive use of Real Estate Agents and Land Brokers for their statutory trust funds	This account is for the exclusive use of Solicitors for their statutory trust funds	This account is for the exclusive use of trust funds that are not regulated by any governing body	This account is for the exclusive use of trust funds that are not regulated by any governing body	This account is for the exclusive use of trust funds that are not regulated by any governing body	This account is for the exclusive use of licensed Victorian conveyancers for their clients trust monies

\* Available subject to approval  
 \*\* BPAY® is available if you have access to Bendigo Phone Banking or Bendigo e-banking, BPAY View® and Pay Anyone are only available if you have access to Bendigo e-banking.  
 + A minimum account balance of \$300 for a two week period may be required before a cheque book is issued  
 # Only if you are at least 18 years of age.  
 ## Available only if you are at least 16 years of age.  
 ^ Only if you are at least 13 years of age.  
 ^^ Refer to the Schedule of Fees, Charges and Transaction Account Rebates.  
 ### There is no minimum account balance required to maintain the account.

# Terms and Conditions

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Terms and conditions

Section A: Meaning of words

**"ABA format"** means electronic direct entry data that complies with Australian Banking Association regulations stated in Bulk Electronic Clearing System (BECS) as governed by Australian Payment Clearing Association (APCA). This is an agreed file format for electronic transactions processed through BECS by all participating Australian financial institutions.

**"access number"** means the number we issue to you and your authorised user to enable access to Bendigo Phone Banking or Bendigo e-banking.

**"account"** means an account or accounts we establish in your name or in your name jointly with another person, or in the name of your business or associated entity.

**"additional cardholder"** is defined in clause 14.1.

**"APCA"** means Australian Payment Clearing Association, the governing body for most electronic transactions between financial institutions in Australia.

**"ATM"** means an automatic teller machine.

**"Authentication key"** is a random 6 digit number generated by a security token for a second-level of authentication for your logon or payment. This should be entered on request when you have a security token attached and activated for your access ID.

**"authorised signatory"** is defined in clause 14 and includes, without limitation, an additional cardholder and/or an authorised user.

**"authorised user"** means any third party authorised by you to use Bendigo Phone Banking or Bendigo e-banking to access or access and operate your nominated account and who is registered with us as an authorised user for use of Bendigo Phone Banking or Bendigo e-banking.

**"BECS"** means the Bulk Electronic Clearing System which is the system used for exchange of most electronic transactions between financial institutions in Australia and is governed by APCA.

**"Bendigo Bank equipment"** means electronic equipment controlled or provided by or on behalf of us to facilitate EFT transactions.

**"Bendigo and Adelaide Bank Group"** means Bendigo Bank and its related bodies corporate.

**"Bendigo Bank system"** means an electronic system, communications system or software controlled or provided by or on behalf of us to facilitate EFT transactions.

**"Bendigo Blue Debit card"** means a debit card issued by us to you or an additional cardholder for personal use that bears either the Visa or MasterCard symbol.

**"Bendigo Business Blue Debit card"** means a debit card issued by us to you or an additional cardholder for business use that bears the Mastercard symbol.

**"Bendigo Easy Money card"** issued to you or an additional cardholder by us, that can be used to undertake an EFT transaction.

**"Bendigo e-banking"** means the service we offer from time to time by which you can access and transact on a nominated account by using a personal computer and accessing our web-site at [www.bendigobank.com.au](http://www.bendigobank.com.au)

**"Bendigo MasterCard credit card"** means a credit card issued by us to you or an additional cardholder that bears the MasterCard symbol.

**"Bendigo Phone Banking"** means the service we offer from time to time by which you can access and transact on a nominated account by telephoning **1300 BENDIGO** (1300 236 344).

**"Bendigo Visa credit card"** means a credit card issued by us to you or an additional cardholder that bears the Visa symbol.

**"BPAY® conditions"** means the terms and conditions applying to the BPAY® Scheme as set out in Section K.

**"BPAY® payments"** means payments which you have instructed us to make through the BPAY® scheme to billers who can accept payments made to them through that scheme.

**"BPAY® scheme"** means the electronic payments scheme operated by BPAY® Pty Ltd through which you instruct us to make payments to billers who can accept payments made to them through this scheme.

**"BPAY View® Biller"** means a biller who can accept payments through the BPAY® system via Bendigo e-banking.

**"BPAY View® billing error"** means any of the following:

- if you have successfully registered with BPAY View® :
  - failure to give you a bill (other than because you failed to view an available bill);
  - failure to give you a bill on time (other than because you failed to view an available bill on time);
  - give a bill to the wrong person; and
  - give a bill with incorrect details.
- giving you a bill where you have unsuccessfully attempted to deregister from BPAY View® .

## Bendigo Business Accounts and Facilities

**"business day"** means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**"card"** means a Bendigo Blue debit card, Bendigo Business Blue debit card, Easy Money card, Bendigo Visa credit card or Bendigo MasterCard credit card issued to you or an additional cardholder by us.

**"Customer Contact and Care"** is our delivery channel for services accessed through the telecommunications network. Through Customer Contact and Care, you are able to access and use the following services:

- Bendigo Phone Banking;
- Bendigo e-banking;
- Customer Contact and Care call centre;
- Secure Email is a feature of e-banking (which enables you to send and receive (secure) messages to and from internal Bendigo Bank departments).

**"customer registration"** means the manner by which you apply to us to access Bendigo Phone Banking or Bendigo e-banking.

**"data files"** means electronic direct entry file data complying with the ABA format.

**"EFTPOS"** means Electronic Funds Transfer at the Point of Sale and allows you to pay for goods without the need to carry cash, and in some instances to withdraw cash from your account without the need to visit a branch.

**"EFT transaction"** means a transfer of funds initiated by an instruction through electronic equipment using an access number or PIN to debit or credit an account. An EFT transaction includes without limitation, a transaction undertaken using a card and a PIN via EFTPOS or an ATM or a transaction undertaken using Bendigo Phone Banking or Bendigo e-banking.

**"electronic equipment"** includes an electronic terminal, computer, television and telephone.

**"Government charges"** means all charges or duties on deposits into, or withdrawals from your account that are payable under a law of the Commonwealth or any State or Territory whether or not you are primarily liable to pay these charges.

**"law"** means common law, principles of equity and laws made by parliament (including regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them).

**"nominated account"** means any of the accounts

nominated by you from time to time for use with Bendigo Phone Banking, Bendigo e-banking, Bendigo Bulk Payments, BPAY<sup>®</sup> or the Pay Anyone Service.

**"overdraft facility"** means a line of credit we supply to you for working capital purposes. Separate terms and conditions will apply to an overdraft facility.

**"password"** means the word or sequence of numbers and/or letters nominated by you for identification purposes.

**"Pay Anyone conditions"** means the terms and conditions applying to Pay Anyone Service as set out in Section N of this document.

**"payment facility"** means each of the following services offered by us:

- Bendigo Phone Banking;
- Bendigo e-banking;
- Bendigo Business Blue debit card;
- Business Blue debit card;
- Bendigo Easy Money card;
- Bendigo MasterCard credit card (but only to the extent that the card is used to access any of the accounts to which this document applies);
- Business Cheque Facility;
- Pay Anyone Service;
- BPAY<sup>®</sup> and BPAY View<sup>®</sup> ;
- Bendigo Bulk Payments;
- Automatic Payments (Direct Debits, Periodical Payments and sweep facilities);
- Telegraphic Transfers.

**"per annum"** means amount per year.

**"PIN"** means the Personal Identification Number issued by us, or selected by you or additional cardholder, to use in conjunction with a card, to access Bendigo Phone Banking or Bendigo e-banking or to use in conjunction with a security token to use the Pay Anyone Service or Bendigo Bulk Payments.

**"primary demand deposit account"** means any cheque or Everyday account you nominate to be your primary demand deposit account.

**"Regular payment"** means either a recurring payment or an instalment payment which represents an agreement between a cardholder and a merchant to debit a card at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by both parties.

**"Second-level authentication"** There are three commonly used forms of authentication.

'What you know' – This is commonly your access ID and PIN for e-banking. The second form of authentication is 'What you have' – Security tokens have been introduced to secure this area.

A token generates a one-time code. The next time you authenticate (logon) you have to provide a new number from your token. This ensures that "What you have" provides that extra security. The third-level of authentication is 'what you are' (biometrics) – fingerprints, retina scans, etc.

**"Security token"** A device which generates a one-time code for use as second-level authentication in e-banking. Two models are currently available – the Vasco Professional Security Token and the Vasco One-Touch Security Token. These authentication devices can be attached to your logon or to payment facilities.

**"single rate"** means the rate of interest that applied irrespective of the balance of your accounts.

**"terms and conditions"** means Sections A to O of this document, the Schedule of Fees, Charges and Transaction Rebates and the Schedule of Interest Rates for Business Accounts provided to you with this document.

**"tiered interest"** means you may earn different rates of interest depending on the balance of your account. One interest rate will apply to the entire balance of your account but that rate may depend upon the amount of your balance. When your balance reaches a higher tier you will receive the interest rate for that tier on the entire balance of your account. For example:

- if the rate of interest is 0.05% p.a. where the account balance is less than \$2,000 and 1.50% p.a. where the account balance is \$2,000 or more; and
- your account balance is \$3,000, the rate of interest applying to the entire balance of your account will be 1.50% p.a.

**"user ID"** means your unique number which is recorded on APCA's national database and enables us to process your bulk payment transactions within BECS.

**"Vasco One-Touch Security Token"** is a security token which is a convenient key-ring size. With the touch of one button it generates a one-time code for use in e-banking during the logon sequence or payment authentication.

**"Vasco Professional Security Token"** a security token which you can hold in your hand. It has a small keypad like calculator and requires the entry of a pin for generation of a one-time code for use in e-banking during the logon sequence or payment authentication. The keypad has a cover to protect it from accidental pressing of the keys.

**"we", "us", "our"** and **"Bendigo Bank"** means Bendigo and Adelaide Bank Limited, ABN 11 068 049 178, AFSL No. 237879.

**"you"** and **"your"** means the holder of an account or if there is more than one of you, all of you jointly and each of you severally and includes without limitation a person, firm, body corporate, incorporated association, club or authority who is an existing account holder with us.

The singular refers to the plural and vice versa.

A reference to:

- a document includes any variation or replacement of it; and
- any thing includes the whole and each part of it.

All examples used in this document are for illustrative purposes only.

## Section B: General terms and conditions

Unless you have previously agreed to be bound by these terms and conditions, your first use of any account or payment facility indicates that you understand and agree to be bound by these terms and conditions.

### 1. Opening and holding an account

1.1 You must provide us with any information we reasonably require to open an account or provide a payment facility. Where you wish to open an account in the name of a deceased estate, you must provide us with the original or certified copy of one of the following:

- (a) probate of the will of the deceased person granted to you as executor;
- (b) letters of administration of the deceased person's estate granted to you as administrator, or
- (c) death certificate of the deceased person and the will (if there is a will).

Where you do not provide us with probate or letters of administration, you must also give us an indemnity in a form acceptable to us against any loss caused by opening the account or allowing withdrawals from the account.

1.2 Subject to the requirements of any law, we may refuse to open an account or provide a payment facility.

1.3 You may not be eligible to open and hold all types of accounts. The Key Features Tables starting on page 3 set out eligibility requirements that apply. We may require you at any time to provide us with proof that you meet the eligibility requirements for an account. If:

- (a) after opening an account you no longer meet the eligibility requirements; or
- (b) you do not provide us with proof that you meet the eligibility requirements when we ask for it, we may change your account to another type of account to which this document applies.

We may require you to deposit a minimum amount with us in order to open an account. The minimum amounts that currently apply are set out in the Key Features Tables starting on page 3.

There is no minimum account balance required to maintain an account.

1.4 Bendigo Real Estate Trust Accounts and Bendigo Real Estate Trust Cheque Accounts have been established to allow real estate agents to comply

with the various State Acts governing the conduct of Real Estate Agents & Land Brokers Trust Accounts. Online Read-Only access to these accounts may be granted to a regulator if the regulator requests it for compliance purposes.

1.5 Bendigo Solicitor Trust Accounts and Bendigo Solicitor Trust Cheque Accounts have been established to allow legal practitioners to comply with the various State Acts governing the conduct of Solicitors Trust Accounts. Online Read-Only access to these accounts may be granted to a regulator if the regulator requests it for compliance purposes.

1.6 Bendigo Conveyancer Trust (VIC) Accounts and Bendigo Conveyancer Trust (VIC) Cheque Accounts have been established to allow licensed conveyancers to hold their clients trust monies.

1.7 For a Bendigo Primary Producer Account and a Bendigo Primary Producer Cheque Account you must provide us with proof that you are a primary producer when you open the account. A "Primary Producer" is an individual who:

- (a) carries on in Australia a primary production business, but not as a trustee of a trust estate; or
- (b) is a partner (not being a company) in a partnership that carries on in Australia a primary production business; or
- (c) is a beneficiary (not being a company) who is presently entitled to a share of the income of a trust estate where the trustee carries on in Australia a primary production business.

1.8 If you have a Bendigo Solicitor Trust Account, Bendigo Solicitor Trust Cheque Account, Bendigo Real Estate Trust Account, Bendigo Real Estate Trust Cheque Account, Bendigo Conveyancer Trust (VIC) Account or Bendigo Conveyancer Trust (VIC) Cheque Account as well as holding that account, you must open and maintain another Bendigo primary demand deposit account in the same name at all times.

1.9 For Bendigo Oxfam Australia Cash Management Accounts you must tell us whether you wish to have all or 50% of the interest earned on your account credited to Oxfam Australia or all of the interest earned on your account credited to the account (see clause 5.18)

1.10 For a Bendigo Farm Management Deposit Account you must provide us with proof that you are a primary producer when you open the account. A "Primary Producer" is an individual who carries on in Australia a primary production business, but not as a trustee of a trust estate.

## 2. Identification

2.1 When you open your business account with us, we need to obtain the following identification information as required by law, including Know Your Customer requirements under anti-money laundering and counter terrorism financing legislation. This will include information such as, for an individual, name, residential address and date of birth and for a business entity information such as details of directors and shareholders.

Where the customer is a Trust, details of the Trustee and beneficiaries may be required. We may also require other information such as information concerning the business activities, business structure and reason for opening an account in Australia. You must also provide us with any other documents we require to identify you refer to clause 2.2 for further information.

Sole Trader	<ul style="list-style-type: none"> <li>• Current Certificate of Registration of business name (if applicable);</li> <li>• All individual identification requirements.</li> </ul>
Partnership	<ul style="list-style-type: none"> <li>• Original, certified copy or certified extract of the Partnership Agreement; or</li> <li>• Certified copy or certified extract of the of the minutes of a partnership meeting approving the establishment of the business relationship; or</li> <li>• Original or certified copy of a certificate of registration of business name issued by an Australian government body; or</li> <li>• An original or certified copy of a bank statement in the name of the partnership issued within the last 12 months; or</li> <li>• An original letter from the accountant or legal practitioner confirming the name and existence of the partnership dated within the last 12 months; AND</li> <li>• Current Certificate of Registration of business name (if applicable);</li> <li>• All individual identification requirements.</li> </ul>
Domestic Company	<ul style="list-style-type: none"> <li>• An original or certified copy of the company's certificate of registration issued by ASIC; AND Application for Registration as an Australian Company (ASIC Form 201) OR Change of Company Details (ASIC Form 484); or</li> <li>• A public document issued by the relevant company (for a publicly listed company only).</li> </ul>
Foreign Company	<ul style="list-style-type: none"> <li>• An original or certified copy of the company's certificate of registration issued by ASIC (if registered in Australia); or</li> <li>• An original or certified copy of the company's certificate of registration issued by the relevant foreign registration body.</li> </ul>
Trustees of a Trust	<ul style="list-style-type: none"> <li>• All company or individual requirements (whichever is applicable);</li> <li>• Original trust deed, a certified copy or certified extract of a trust deed; or</li> <li>• A notice issued by the Australian Taxation Office within the last 12 months (eg a Notice of Assessment) that contains the full of the full name of the trust; or</li> <li>• A letter from a solicitor or qualified accountant that confirms the name of the trust.</li> </ul>
Incorporated Association	<ul style="list-style-type: none"> <li>• Information provided by ASIC or State or Territory government body responsible for the incorporation of the Association (eg Certificate of Incorporation); or</li> <li>• Original minutes of a meeting of the association or a certified copy or certificate extract of minutes of a meeting of the association; or</li> <li>• An original, certified copy or certified extract of the Rules or Constitution of the Association.</li> </ul>
Unincorporated Association	<ul style="list-style-type: none"> <li>• An original, certified copy or certified extract of the Rules or Constitution of the Association;</li> <li>• Original minutes of a meeting of the association or a certified copy or certificate extract of minutes of a meeting of the association.</li> </ul>
Body Corporate	<ul style="list-style-type: none"> <li>• Depending on whether the Body Corporate is an "Incorporated Association" or a "Domestic Company", supply supporting documentation as per that entity type.</li> </ul>
Incorporated Body trading as a Franchise	<ul style="list-style-type: none"> <li>• Original or certified Copy of original franchise agreement;</li> <li>• All requirements as outlined in relevant Company section above.</li> </ul>
Co-operative	<ul style="list-style-type: none"> <li>• Original minutes or certified copy or certified extract of the minutes of the meeting of the co-operative; or</li> <li>• A register or certified copy or certified extract of any register maintained by the co-operative; or</li> <li>• Information provided by the relevant government (State or Territory) registration body.</li> </ul>

## Bendigo Business Accounts and Facilities

- 2.2 If you are unable to visit a branch, there is also a certifier method of identification available. We can supply you with a special form, which must be signed by an acceptable certifier.
- 2.3 An acceptable certifier includes a solicitor, police officer, accountant and Justice of the Peace. Please contact us for a complete list of all acceptable certifiers. You will be required to show identification such as your drivers licence, passport, birth certificate or citizenship certificate to the acceptable certifier.
- 2.4 There are special provisions for people under the age of 6 years and Aborigines and Torres Strait Islanders in isolated areas.

### Verification

- 2.5 We may, and you consent to us doing so, seek verification of your identification and identification documents from independent sources and/or third party service providers.
- 2.6 We will keep copies of all documents provided by you and will disclose or provide copies of your identification documents to third party bodies as required by law.
- 2.7 We may request, and you must provide, further documentary evidence of your identity as we deem necessary to confirm your identity.
- 2.8 We may request that you produce, and you must provide in person if necessary, the original and/or certified true copies of all documentary evidence confirming your identity.

### Inability to confirm identity

- 2.9 In the event that we are unable to properly confirm your identity, we may at our sole discretion, reject your application, suspend the operation of your account, refuse transactions and/or place a freeze on your funds until such time as your identity can be confirmed.

### Additional Information

- 2.10 We may request, and you must provide, any other additional information we deem necessary in relation to your identity, personal affairs, business dealings and/or the purpose of your relationship with us. In the event you refuse or fail to provide us with the information we have requested, we may at our sole discretion, reject your application, suspend the operation of your account, refuse transactions and/or place a freeze on your funds until such time as the information is provided.

- 2.11 You provide us with the following undertakings and indemnify us against any potential losses either you or we suffer arising from any breach by you of such undertakings:
- (a) you will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country); and
  - (b) the underlying activity/product for which internet banking is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).
- 2.12 More information is available from the Australian Transaction Reports and Analysis Centre (AUSTRAC) 1800 021 037 or Customer Contact and Care **1300 BENDIGO** (1300 236 344).

## 3. Payment Facilities

Depending on the type of account you hold with us, you may be able to gain access to one or more payment facilities. The payment facilities that are currently available with each type of account are set out in the Key Features Tables starting on page 3.

## 4. Deposits and Withdrawals

### Deposits

- 4.1 You may make deposits to your account in a number of ways including:
- (a) at any of our branches by using a teller or one of our express deposit boxes;
  - (b) by mail;
  - (c) by arranging an automatic deposit of your salary or other income or amounts to be paid directly into your account;
  - (d) if your account can be accessed by a card, at any Bendigo Bank ATM which accepts deposits or at a Post Office using Bank@Post™ (where available and subject to restrictions, see clause 49.4);
  - (e) if you have access to Bendigo Phone Banking or Bendigo e-banking, by transferring funds electronically using these facilities;
  - (f) by arranging an electronic credit from another Bendigo Bank account;
  - (g) by arranging an electronic credit from another financial institution;

4.2 The proceeds of any deposit may not be available for up to 5 business days after the deposit is made. It will usually take 3 business days for a cheque to clear. If we allow you to draw on a cheque before it has cleared you will be liable for the amount of the cheque if it is subsequently dishonoured and you authorise us to debit the amount of the cheque plus applicable bank charges to your account. International deposits may be subject to extended clearance times.

4.3 We may not accept any cheque that is not payable to you whether the cheque has been endorsed in your favour or not.

4.4 You may request a special clearance on a cheque. When you request a special clearance on a cheque we will request the other bank to respond within 24 hours if the cheque is drawn on a branch in the same state as the place of deposit. If the cheque is an interstate cheque we will request the other bank to respond within 48 hours. We cannot assure you that the other bank will respond within these timeframes. You must pay us a fee for this service. See the Schedule of Fees, Charges and Transaction Account Rebates.

#### Deposits made using an ATM

4.5 When you make a deposit to your account at one of our ATMs, two bank officers open the ATM the next business day and compare the amount you placed in the envelope with the amount you entered in the ATM. If there is a difference between these two amounts, we will accept the amount in the envelope as the amount deposited.

4.6 We will not accept coins for deposit.

4.7 A deposit at an ATM is at your risk until the deposit is completed in accordance with the procedures indicated by the ATM.

#### Withdrawals

4.8 You may make withdrawals in a number of ways including:

- (a) at any of our branches;
- (b) if your account is linked to a card:
  - at any ATM;
  - via EFTPOS terminals;
  - at a Post Office using Bank@Post™ (where available and subject to restrictions, see clause 49.4);
- (c) if you have access to Bendigo Phone Banking by transferring funds electronically using BPAY® ;

(d) if you have access to Bendigo e-banking, by transferring funds electronically using these facilities:

- Bendigo Bulk Payments;
- Pay Anyone Service;
- BPAY® ;
- Telegraphic Transfer.

(e) using an Automatic payment;

(f) if your account has a cheque facility, by writing cheques using a cheque book issued or authorised by us;

(g) by bank cheque.

4.9 We can at our discretion impose a limit on the amount you can withdraw in cash from your account at a branch, from an ATM or through EFTPOS. Our current maximum daily withdrawal limit for transactions conducted using a PIN and a card is \$1,000. We may vary the amount of this limit from time to time. We may also limit the way in which money is dispensed. As an example, if you want to withdraw \$400 (and that amount is not in excess of the maximum daily withdrawal limit), the ATM may not pay out on that amount in one transaction. You may receive \$300 and then make another withdrawal of \$100 as a separate transaction.

4.10 EFTPOS outlets may have other restrictions on the amount of cash that can be withdrawn. Merchants or other institutions may impose additional restrictions on the use of your card, cheque book or PIN. The Post Office may impose restrictions on the use of Bank@Post™.

4.11 We may not allow a withdrawal unless we have proof of your identity that is satisfactory to us.

4.12 You authorise us to debit to your account all withdrawals you or an authorised signatory make from that account (unless the authorised signatory is an authorised user who can only access, but not operate, your account).

4.13 Some transactions require authorisation from us. We may choose not to authorise a proposed transaction. For example, if your card had been reported lost or stolen.

#### 5. Interest

5.1 We pay interest on your account, except if it is a:

- Bendigo Club Cheque Account;
- Bendigo Club Account;

## Bendigo Business Accounts and Facilities

- Bendigo Real Estate Trust Cheque Account;
- Bendigo Real Estate Trust Account;
- Bendigo Conveyancer Trust (VIC) Account;
- Bendigo Conveyancer Trust (VIC) Cheque Account;
- Bendigo Solicitor Trust Cheque Account,
- Bendigo Solicitor Trust Account.

- 5.2 If you have a Bendigo Solicitor Trust Cheque Account, a Bendigo Solicitor Trust Account, a Bendigo Real Estate Trust Cheque Account, a Bendigo Real Estate Account, a Bendigo Conveyancer Trust (VIC) Account or a Bendigo Conveyancer Trust (VIC) Cheque Account we will pay interest at the rate, and to the person to whom we are required to pay the interest by the legislation which governs the account.
- 5.3 If you have a Bendigo Farm Management Deposit Account, we will pay interest at the rate, however it is to be credited to a separate operating account.

### Interest rates

- 5.4 The type of account you have will determine the type of interest. An account may have tiered interest (in which case more than one interest rate may apply), or a single rate of interest that applies irrespective of the balance of your account. The type of account you have will determine the type of interest. Please refer to the Key Features Tables starting on page 3 to find out what type of interest your account has.
- 5.5 We may change the interest rate from time to time at our discretion. This means that the interest rate may increase or decrease. If any law regulates such a change, we will only make the change to the extent permitted by, and subject to, the requirements of that law.
- 5.6 Our current interest rates are set out in the Schedule of Interest Rates for Business Accounts. You can find out our current interest rates at any time by contacting one of our branches, phoning **1300 BENDIGO** (1300 236 344) or by visiting our website at [www.bendigobank.com.au](http://www.bendigobank.com.au)

### Calculation and crediting of interest

- 5.7 We calculate interest by applying the daily percentage rate to the balance of your account at the end of each day. The daily percentage rate is the relevant interest rate divided by 365, or in a leap year, 366.

- 5.8 The type of account you have will determine when interest is credited. The Key Features Tables starting on page 3 set out when interest is credited.

### Our Community Account

- 5.9 Bendigo Bank has established a national philanthropic foundation that will further enhance the prospects of communities through its role as the philanthropic arm of Bendigo and Adelaide Bank Group. Community Enterprise™ Foundation will play a fundamental role in fostering stronger, self-reliant communities and the building of local, social and commercial capital.
- 5.10 Community Enterprise™ Foundation will support both tax-deductible and non tax-deductible donations. The investment of monies held in a 'corpus' provides a permanent and growing source of funding to support the aims of the Foundation. The income generated each year is returned to the community as grants to tax-deductible charities (deductible gift recipients). Community Enterprise™ Foundation charges a nominal administration fee. These fees cover administration of the trust funds and expenses incurred in community training regarding the investment and promotions related. However, as part of Our Community Account, Bendigo Bank has agreed to cover this administration fee ensuring the entire 100% of the funds donated by these customers will go towards the charitable fund.
- 5.11 Interest will be calculated on the money deposited into your account. You have a choice of donating all or half of the interest earned on your account to Community Enterprise™ Foundation.
- 5.12 You have two options in relation to the interest earned on your account. You can elect to have all of the interest earned on your account credited to the Community Enterprise™ Foundation, in which case you will not receive any of the interest earned on your account. Alternatively, you can elect to have half of the interest earned on your account credited to the Community Enterprise™ Foundation, in which case the remaining half of the interest will be credited to your account.
- 5.13 If you wish to change your election (for example, if you wish to change from having half of the interest earned on your account credited to the Community Enterprise™ Foundation to having all of the interest earned on your account credited to the Community Enterprise™ Foundation), you may do so at any time by giving us notice in writing or by visiting one of our branches.

- 5.14 If you neglect to nominate the value of interest to be credited to Community Enterprise™ Foundation, we will set the account to have half of the interest earned on your account credited to the Community Enterprise™ Foundation, in which case the remaining half of the interest will be credited to your account.
- 5.15 Where you request a change to your interest donation, the effective date of the change will apply from the last interest payment date as outlined in the Key Features Table on page 5. For example a request to change the interest donation from half to full received by us on 5 November 2006 will become effective from 1 October 2006.
- 5.16 It is your responsibility to include the interest earned on your tax return each financial year.
- 5.17 All financial transactions referenced as “donation” on your quarterly statement, may be included in your tax return representing your donation made to Community Enterprise™ Foundation.
- 5.18 For tax purposes, please retain your statement.

**Bendigo Oxfam Australia Cash Management Account**

- 5.19 You have three options in relation to the interest payable by us on your account, being:
- (a) You can elect to have all of the interest payable by us on your account credited to Oxfam Australia, in which case you will not receive any of the interest earned on your account;
  - (b) You can elect to have half of the interest payable by us on your account credited to Oxfam Australia, in which case the remaining half will be credited to your account;
  - (c) You can elect to have all of the interest payable by us on your account credited to your account.
- 5.20 We will credit interest monthly at the times set out in the Key Features Table on page 4.
- 5.21 If you wish to change your election (for example, if you wish to change from having only half of the interest earned on your account credited to Oxfam Australia to having all the interest credited to Oxfam Australia), you may do so at any time by giving us notice in writing or by visiting your nearest branch.

- 5.22 It is your responsibility to include the interest earned on your tax return each financial year.
- 5.23 All financial transactions referenced as “donation” on your quarterly statement, may be included in your tax return representing your donation made to Oxfam Australia.
- 5.24 For tax purposes, please retain your statement.

**6. Fees and charges**

- 6.1 Fees and charges apply to your account and your use of the payment facilities. You authorise us to debit the fees and charges to your account or, in the case of a Bendigo Solicitor Trust Account, Bendigo Solicitor Trust Cheque Account, Bendigo Real Estate Trust Account, Bendigo Real Estate Trust Cheque Account, Bendigo Conveyancer Trust (VIC) Account, Bendigo Conveyancer Trust (VIC) Cheque Account or Bendigo Farm Management Deposit Account, to your other primary demand deposit account referred to in clause 1.8. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates. You can find out the current costs at any time by contacting one of our branches, phoning **1300 BENDIGO** (1300 236 344) or by visiting our website [www.bendigobank.com.au](http://www.bendigobank.com.au)
- 6.2 We may change our fees and charges from time to time (including introducing new fees and charges) and Government charges may change at any time. However, we will not introduce entry fees, exit fees, or charges for the management of funds (excluding charges for the maintenance of the account). There is no maximum limit for the amount of fees and charges we may impose. If the law regulates such a change we will only make the change to the extent permitted by, and subject to, the requirements of that law.
- 6.3 We may at our sole discretion waive any or all fees and charges from time to time, substitute one fee or charge for an alternative fee or charge, or impose a lower fee or charge. For example: If a direct debit dishonour fee is chargeable to your account due to insufficient funds, or your account is overdrawn, our branch manager may charge you the lower overdrawn account fee of \$27.50 instead of the direct debit dishonour fee of \$40.00.

### 7. Transaction processing

7.1 We may assign any date we consider appropriate to a debit or credit to your account, except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs. However, we will credit amounts to your account as soon as practicable after we receive them. This is not necessarily the same day that you deposit the amount. For example, where you make a deposit via an ATM after 5pm Victorian time, that deposit may be held over and not processed until the next day that we are open for business. We give effect to the debit or credit based upon the date assigned to it by us.

7.2 We may subsequently adjust debits and credits to your account so as to accurately reflect the legal obligations of you and us, for example, because of an error or because a cheque is dishonoured. If we do this, we may make consequential changes, including to interest charges.

*For example: If a payment or deposit is made into your account in error, we may withdraw that payment or deposit from your account without your consent, including any interest paid into your account on that payment or deposit. If you have spent those funds you will be required to repay them or your account may be overdrawn.*

### 8. Bank cheques

8.1 We can issue you with a cheque drawn on us, instead of you writing a personal cheque from your account. This is known as a bank cheque and is usually used where a cheque facility is not attached to a customer's account or the payee has specifically requested a bank cheque in payment for goods or services. There is a fee for the issue of a bank cheque. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates.

8.2 Although most people regard bank cheques as cleared funds, they are not equivalent to cash. A bank may dishonour a bank cheque including if:

- (a) the signature of an officer of a bank is forged or placed on a bank cheque without the bank's authority;
- (b) the bank cheque has been fraudulently or materially altered;
- (c) a fraud or other crime has been committed;
- (c) the bank is told the bank cheque is lost or stolen;

(e) there is a court order restraining the bank from paying a bank cheque;

(f) the bank has not received payment or value for the issue of the bank cheque.

8.3 If a bank cheque is lost, destroyed or stolen, we may provide a replacement bank cheque for a fee. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates.

### 9. Overdrawn accounts

9.1 You must keep a credit balance in your account at all times and must not overdraw your account, use a payment facility or request a payment service which could overdraw your account, unless we have agreed to provide you with an overdraft facility for your account.

9.2 If you do overdraw your account in breach of these terms and conditions:

(a) we may debit the overdrawn amount to your account;

(b) we may restrict the way in which you gain access to your account, such as suspending card access;

(c) your account will incur an Overdrawn Account Fee. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates;

(d) we will calculate interest on the overdrawn amount on a daily basis and you authorise us to debit it to your account at the same time that we would have credited interest to your account until the overdrawn amount is repaid or (where no credit interest applies) on the 1st day of the month;

(e) you must repay the overdrawn amount immediately; and

(f) we may cancel any payment facility linked to the account.

9.3 We may change the interest rates for overdrawn accounts from time to time at our discretion. If you have an overdraft facility with us, any change in the interest rate applying to that overdraft facility will be governed by the terms of that facility. If any law regulates such a change we will only make the change to the extent permitted by, and subject to, the requirements

of that law. Our current interest rates for overdrawn accounts are set out in the Schedule of Interest Rates for Business Accounts. You can find out our current interest rates at any time by contacting one of our branches, phoning **1300 BENDIGO** (1300 236 344) or by visiting our website [www.bendigobank.com.au](http://www.bendigobank.com.au)

9.4 We do not agree to provide you with credit merely because we debit an amount to your account that causes it to be overdrawn.

9.5 If you are the recipient of Centrelink benefits we will act in accordance with our obligations under the Centrelink Code of Operation when exercising our rights in relation to your overdrawn account, for example, where we combine accounts. In particular unless otherwise agreed, we will allow you to access up to 90% of your future Centrelink benefits in accordance with the Centrelink Code of Operation until the account is no longer overdrawn.

If your account becomes overdrawn, please visit any of our branches to discuss your needs and arrange access to your account.

## 10. Account combination

We may at any time combine the balances of 2 or more of your accounts even if the accounts are at different branches or in joint names. For example, we may do this if one of your accounts is overdrawn or in debit and the other is in credit. In this situation the credit in one account would be used to reduce the debit balance in the other account. We will promptly inform you if we combine your accounts. We need not notify you in advance.

## 11. Statements and confirmation of transactions

11.1 Unless you have a passbook, we will issue you with a statement of account:

- (a) at least once every 6 months if your account is being transacted upon;
- (b) at least once every 12 months if your account is not being transacted upon.

If you would like to receive a statement of account more frequently, please contact one of our branches. A fee may apply for this service. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates.

11.2 You must check your statement of account and immediately notify us if you notice an error or possible unauthorised transaction on that statement. You should keep your statements safe for future reference.

11.3 You agree that confirmation of transactions involving your account or any payment facility may be provided by:

- (a) in the case of the Bendigo Trust Passbook Account, your passbook;
- (b) Bendigo Phone Banking and Bendigo e-banking, if you have access to either of those services (not all fees are available for enquiry via either of these channels);
- (c) you requesting confirmation at any of our branches.

## 12. Receipts and vouchers

12.1 You must check any record of the transaction that we provide to you and any credit card vouchers and keep them to reconcile to your statement or passbook.

12.2 We strongly advise you to keep all of these documents in a safe place, as you may need them to do things such as complete tax returns, confirm payments have been made for goods and services and check what payments and cheques are unrepresented and how much money you have in your account at any one time.

12.3 If you misplace any of your account records or need us to provide you with information about any of your transactions, such as cheques you have written out or interest payments for tax purposes, we can help by conducting a search of our records. A fee may apply for this service to cover our costs. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates.

12.4 You should keep your credit card vouchers and printed records of transactions to reconcile to your statements. We are not obliged to provide you with copies of merchant or transaction vouchers.

### 13. Joint accounts

13.1 This clause applies if an account is in two or more names jointly.

#### Understanding your obligations

13.2 You may choose to operate accounts jointly with other persons.

13.3 If you do, your liability under these terms and conditions is both joint and several. This means that each of you is liable both on your own and together for the whole of any debit balance on the account. You should carefully consider any arrangement which involves you becoming a joint account holder.

13.4 It is up to you and the other joint account holder to specify how many signatories are required to operate a joint account. Account operating instructions are part of your contract with us and may only be altered by written notification to us, signed by each party to the joint account.

13.5 Despite any instructions you may give us to the contrary, we may insist that the joint account only be operated on the signatures of all joint account holders if:

- (a) one of the joint account holders requests us in writing to do so; or
- (b) we are notified of any dispute between the joint account holders; or
- (c) we are notified of the death or bankruptcy of any of the joint account holders.

13.6 You agree that each of you act as an agent for the other and that we can send a copy of a notice or statement to all or any one of you.

13.7 You agree that each joint account holder may have access to information about the account without the consent of the other joint account holders.

13.8 In the event of your death, the account will be treated as the account of the surviving account holder/s only.

### 14. Authorised signatories and operating instructions

14.1 You may ask us, in writing, to authorise one or more other people to access and operate your account. A person who is authorised to operate your account is called an authorised signatory. This includes:

- (a) A person who is authorised to access and operate your account without a card – an authorised signatory;

- (b) A person who is authorised to access and operate your account with a card – an additional cardholder; and

- (c) A third party authorised by you to use Bendigo Phone Banking or Bendigo e-banking to access or access and operate your nominated account and who is registered with us as an authorised user for use of Bendigo Phone Banking or Bendigo e-banking - an authorised user.

14.2 Where there is more than one authorised signatory you must specify how many of the authorised signatories must authorise a transaction in order to operate your account. Your instructions in relation to how many authorised signatories must authorise a transaction in order to operate your account are called operating instructions.

14.3 If you are a company, body corporate, club or association, we may require appointment of authorised signatories and directions as to operating instructions to be under common seal or authenticated by minutes of a resolution of your directors or governing body.

14.4 We do not have to agree to your request to add an authorised signatory to your account, but if we agree we may impose conditions. If we do not agree to your request, we will notify you.

14.5 Where you request that a person be authorised as an additional cardholder, and where we agree to that request:

- (a) that person must be:

- i. 13 years or older (for a Bendigo Easy Money card); and
- ii. 16 years or older (for all other cards).

- (b) we will issue to that person a card linked to your account (“additional card”);

- (c) you authorise us to debit your account with all transactions made using the additional card and you will be responsible and liable for these transactions as if you had made them yourself;

- (d) these terms and conditions apply to the additional card in the same way that they apply to your card.

14.6 In relation to an authorised user, you may request a maximum daily withdrawal limit to apply to your authorised user(s). This limit may include \$0 or view only access.

14.7 You can arrange to have the authority of an authorised signatory cancelled, stopped or revoked, or your operating instructions changed at any time.

If you want to do this you must notify us in writing. If you are a company, body corporate, club or association, we may require the revocation of authorisation or change of operating instructions to be under common seal or authenticated by minutes of a resolution of your director or governing body.

You must also return to us any card (cut in half for your protection) or cheque book that we have issued to that person. You remain responsible for all transactions made using an additional card or cheque book until they are returned to us, or you have taken all reasonable steps to return them to us.

14.8 We are entitled to act on all instructions given by your authorised signatories in accordance with your operating instructions (including appointing a new authorised signatory or revoking the authority of an authorised signatory) unless the authorised signatory is an authorised user who can only access, but not operate, your account in which case we will only act on the instructions of that person in so far as they relate to accessing your account. We are not required to make any inquiries in relation to any instructions received by an authorised signatory in relation to the operation of your account. Subject to Section K BPAY<sup>®</sup>, Section N Pay Anyone Service and Section O Bendigo Bulk Payments, you are wholly liable for any loss or damage you or a third party suffers as a result of us acting upon those instructions.

14.9 These terms and conditions other than this clause 14 apply to the authorised signatory in the same way that they apply to you. You should ensure that any authorised signatory has read these terms and conditions and complies with them as if they were you. If the authorised signatory does not comply with these terms and conditions, you will be in default.

14.10 You consent to us giving an authorised signatory information about your account.

14.11 You may ask us in writing to limit the dollar amount available to some authorised signatories to restrict their liability.

## 15. Cancelling a payment facility

15.1 We may at our absolute discretion cancel a payment facility at any time without notice to you. Without limiting the circumstances in which we may cancel a payment facility, we may cancel a payment facility if:

- (a) we received notice of your mental incapacity, bankruptcy, insolvency or death;
- (b) we believe any of your card, cheque book, PIN, access number or security token are being used, or will be used, in a way that will cause loss to you or us;
- (c) we reasonably believe you induced us to issue the payment facility by fraud;
- (d) you or an authorised signatory breach any of these terms and conditions;
- (e) we close your account;
- (f) in the case of Bendigo Phone Banking, Bendigo e-banking, Bendigo Bulk Payments, Pay Anyone Service or Automatic Payments the security or quality of the service is threatened;
- (g) you fail to comply with our instructions or in the case of Bendigo Bulk Payments, APCA Regulations.

15.2 We will take and promptly process your instruction to cancel a direct debit request which is set up using your account number. You may cancel a direct request which is set up using your account number at anytime by giving us notice in writing or by coming into one of our branches and talking to a staff member.

15.3 You are encouraged to maintain a record of any "Regular Payment Arrangement" entered into with a merchant using your card number.

15.4 To either change or cancel any "Regular Payment Arrangement" set up using your card number you should contact the merchant at least 15 days prior to the next scheduled payment. Until you attempt to cancel the "Regular Payment Arrangement" we must accept the merchant's transaction. If possible you should retain a copy of their change/cancellation request. Should the merchant fail to act in accordance with these instructions you may have rights to Dispute the transaction.

## Bendigo Business Accounts and Facilities

- 15.5 Should your card number be changed i.e. as a result of lost or stolen card you must request the merchant to change the details of your existing “Regular Payment Arrangement” to ensure arrangements continue. If you fail to undertake this activity your “Regular Payment Arrangement” either may not be honoured by us or the merchant may stop providing the goods and/or services.
- 15.6 Should you elect to close your card account or your account is closed by us you should contact the merchant to amend any “Regular Payment Arrangement” set up using your card number; as the merchant may stop providing the goods and/or services.
- 15.7 You may alter, stop or cancel a payment facility at any time by giving us notice in writing or by coming into one of our branches and talking to a staff member.
- 15.8 If your card is cancelled, you must immediately return to us all cards issued to you or an additional cardholder (cut in half for your protection). You will be liable for any transaction you or any additional cardholder make until the card is returned to us. If you use your card after it is cancelled, we can tell any merchant that the card has been cancelled.
- 15.9 If your cheque facility is cancelled, you must immediately return to us all unused cheques. We may dishonour any cheque presented after cancellation of your cheque facility. You will be liable for any cheques presented after cancellation that have not been dishonoured.
- 15.10 If your access to Bendigo Phone Banking or Bendigo e-banking is cancelled, we may refuse any transaction you initiate through these facilities without giving any reason or advance notice to you.
- 15.11 If a direct debit is cancelled, you must promptly notify the appropriate company, organisation or fund. If you cancel a direct debit, periodical payment or sweep facility, we must receive your instructions at least one business day prior to the due date of the next payment, otherwise that payment may be made.

## 16. Stopping or Closing your account

- 16.1 You may request us to close your account only if it is in credit. You may close the account by:
- (a) visiting one of our branches and telling us you wish to close the account; or
  - (b) sending a written request to us; and returning to us all unused cheques, cards or security tokens linked to that account.
- 16.2 If a card is linked to your account, you must give us 14 days notice of your wish to close your account. You must return to us all cards issued on the account at the time of giving notice. This 14 day period is to allow for outstanding card transactions to be presented for payment before the account is closed,
- 16.3 We may close your account at any time, due to unsatisfactory conduct or for any other reason, by giving you notice that is reasonable in all the relevant circumstances and reimbursing you for any amount standing to the credit of your account. If you or an authorised signatory breach any of these terms and conditions, we may close the account without giving you prior notice.
- 16.4 We will give you notice as soon as possible after closing the account (unless we have previously given you notice), and will reimburse you for the amount standing to the credit of your account.
- 16.5 If your account is closed:
- (a) we may cancel any card linked to that account, cancel any cheque facility linked to that account and disable your access to other payment facilities linked to that account;
  - (b) you must return to us all cards, any security tokens issued to you and all unused cheques linked to that account;
  - (c) you will be liable for any transactions that were not processed, or that occur, on the account (including, but not limited to, outstanding merchant purchases, cash advances and cheques presented) at the time the account is closed;
  - (d) you must pay to us on demand all unpaid fees and charges prior to closure of the account;
  - (e) you must arrange deregistration of your access ID's;
  - (f) we will automatically cancel any periodical payments or sweep facilities;

16.6 You should make arrangements for any automatic payments, direct debit, direct credit payments, interest payments, periodical payments, sweep facilities, ongoing Pay Anyone Service payments and payments to be made by Bendigo Bulk Payments if applicable that are paid into or out of your account to be re-directed before the account is closed.

16.7 We reserve the right to withdraw any particular type of account from offer without notice.

16.8 We may place a stop on your account if:

- (a) you are in breach of any of the terms and conditions;
- (b) you have not provided us with information that we have asked you to provide;
- (c) we received notice of your mental incapacity, bankruptcy, insolvency or death;
- (d) we became aware of any dispute which in our reasonable opinion has a bearing on the account.

If we place a stop on your account, you or anyone else will not be able to make any withdrawal transactions on the account. Credit transactions will still be allowed unless you specifically request credit transactions be stopped also. We are not liable for any loss or damage arising from placing a stop on your account.

16.9 If we receive notice of a dispute from a third party who has a beneficial interest in the funds held in the account, we may at our discretion freeze the account until the dispute has been resolved.

## 17. Dormant accounts

17.1 If you do not operate your account for 7 years and there is \$500 or more in your account, we are required by law to send the balance of your account to the Commonwealth Government as unclaimed money.

17.2 If you do not operate your account for 3 years, we may charge an annual Dormant Account Fee in order to meet the costs of maintaining account records. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates. If there is not enough money in your account to cover the fee, your account will be automatically closed.

17.3 We will send you a letter prior to the deduction of any Dormant Account Fee, advising you that your account is dormant and that you have the following options:

- (a) you can make a transaction to re-activate the account;
- (b) you can close the account;
- (c) you can close the account and open another account more suitable to your needs.

17.4 If you are unable to attend one of our branches to take up any of the above options, please contact the branch at which the account is held advising of your situation. This may prevent the fee being charged.

## 18. Changes

18.1 We may change these terms and conditions at our absolute discretion at any time. If any law regulates that change, we will only make the change to the extent permitted by and subject to, the requirements of that law.

18.2 You agree that we can give notice of changes to these terms and conditions, any material change to, or any significant event that affects any of the matters specified in this document in writing, (including changes to fees and charges and interest rates), by an advertisement in a major daily newspaper or in any other way permitted by law.

18.3 The following table below sets out how and when we will notify you of changes.

18.4 If a Government charge payable directly or indirectly by you is introduced or varied, we will notify you by advertisement in the national media or local media or in writing unless the introduction or variation is published by the Government.

Type of change	Minimum number of days notice	Manner of giving notice
Any change that is an increase in fees or charges	30	In writing or by an advertisement in a major daily newspaper or in any other way permitted by law.
A variation of the method by which interest is calculated A variation of the frequency with which interest is debited or credited A variation of the balance ranges within which interest rate apply	30	In writing
Increase your liability for losses relating to EFT transactions	20	In writing
Impose, remove or adjust the daily or periodical withdrawal limits applying to the use of an access method, an account from which we permit you to initiate EFT transactions, or electronic equipment	20	In writing
Change to the EFT conditions, BPAY® conditions or Pay Anyone conditions (that is not caught by the above)	In time to comply with any applicable law, otherwise in advance of the date the change takes effect  However, we will not give you advance notice of a change necessitated by an immediate need to restore or maintain the security of the Bendigo Bank system or individual accounts	In the manner required by any applicable law, or if there are no such requirements, in a manner which is likely to come to the attention of as many account holders as possible, which may include:  <ul style="list-style-type: none"> <li>• by notice on or with your statement of account;</li> <li>• by notice on ATMs or in branches;</li> <li>• by an advertisement in a major daily newspaper</li> </ul>
Other changes to the terms and conditions (apart from a change in Government charges payable directly or indirectly by you)	No later than the day on which the change takes effect	In writing or by an advertisement in a major daily newspaper. Or in any other way permitted by law.

**19. Tax**

19.1 When you open an account with us, you have the option of supplying us with your Tax File Number, or if applicable your Australian Business Number. If you don't, we are required by law to deduct withholding tax from your interest, at the highest marginal rate plus the Medicare Levy and forward it to the Australian Taxation Office.

19.2 Similar requirements also apply to joint accounts where one or more of the account holders have not supplied their Tax File Number, or if applicable their Australian Business Number or relevant exemption.

**Providing your Tax File Number is NOT compulsory, but is advisable.**

- 19.3 If you are entitled to an exemption in relation to this tax you should advise us of your type of exemption and provide any supporting documentation we may require.

**What happens if I don't provide my Tax File Number?**

- 19.4 If you choose not to provide us with your Tax File Number, we are required to deduct withholding tax at the highest marginal tax rate – plus the Medicare Levy, when you earn interest income of \$120 or more a year.

**Our Community Account**

If you have an Our Community Account, the following clause applies:

- 19.5 The personal circumstances of each customer are different and we encourage you to seek independent taxation advice.

**Bendigo Oxfam Australia Cash Management Account**

If you have a Bendigo Oxfam Australia Cash Management Account, the following clauses applies:

- 19.6 The commission that we pay to Oxfam Australia will not have an impact on your taxable income. Please refer to section D for further details.
- 19.7 The personal circumstances of each customer are different and we encourage you to seek independent taxation advice.

**20. Privacy and confidentiality**

- 20.1 We are committed to ensuring your privacy is protected and understand your concerns regarding the confidentiality and security of personal information you provide to us.
- 20.2 We acknowledge that we have a general duty of confidentiality towards you except in the following circumstances;
- (a) where disclosure is compelled by law;
  - (b) where there is a duty to the public to disclose;
  - (c) where our interests require disclosure;
  - (d) where disclosure is made with your express or implied consent.
- 20.3 In addition, the following clauses apply if you are an individual or, if you are not an individual, to individuals about whom we collect personal information in relation to your account. You agree to show this clause to all individuals who you have authorised to deal with us in relation to your account.

**Collection, use and disclosure of information**

- 20.4 We collect and use personal information in order to provide you with financial products and services. To do that, we may disclose your personal information to regulatory bodies or government agencies in order to verify your identity or to authenticate a document you provided to us.
- 20.5 We may also disclose your personal information to organisations that carry out functions on Bendigo and Adelaide Bank Group's behalf such as mailing houses and information technology service providers. Confidentiality agreements with those entities ensure this information is only used to carry out functions on the Group's behalf.
- 20.6 We may also share personal information regarding any one or more joint account holders (including defaults, dishonours, overdrawing or notices of demand in relation to the joint account) with prospective or existing guarantors or indemnifiers of any obligations of the joint account holders.
- 20.7 This information may also be shared with the Bendigo and Adelaide Bank Group and our joint venture partners so that you can be told about other products and services offered or distributed by us. We may also give information to other persons for the purpose of authorising transactions made using your card or any additional card.

**Access and correction**

- 20.8 In most cases, you will be able to gain access to personal information about you held by the Bendigo and Adelaide Bank Group. We will take reasonable steps to amend or correct your personal information to keep it accurate and up-to-date. Our Customer Help Centre will co-ordinate requests relating to access and correction of your personal information.

**Opting out of product promotions**

- 20.9 You can opt at any time not to receive any marketing material from us. If you opt out, we will continue to make contact with you to provide information in relation to your existing accounts only (including information about new features or products related to these accounts).

**Privacy concerns or complaints**

- 20.10 If you have concerns or wish to make a complaint regarding the treatment of your personal information by Bendigo and Adelaide Bank Group please phone our Customer Help Centre for assistance on 1300 361 911.

### Protecting your own privacy

20.11 Bendigo e-banking customers can assist in protecting their own privacy by ensuring that their PC has a firewall, is not infected with a virus and that they use a security token to ensure that if their information is captured, their accounts cannot be accessed without that device.

### Further information

20.12 You can obtain more information about privacy in our Privacy Policy which is available upon request at any of our branches or on our website at [www.bendigobank.com.au](http://www.bendigobank.com.au)

### 21. If you have a concern or complaint

21.1 If you have a problem please let us know immediately because we may be able to fix it for you. We will attend to your concern promptly and courteously.

21.2 If you can spare the time, we would really appreciate hearing from you when you are happy with our service. This provides a more balanced perspective of our customers' impressions of us.

21.3 You can raise your concern or complaint with us by:

- (a) speaking to a member of our branch staff directly or ask to speak with their supervisor or manager;
- (b) completing the Customer Feedback form ("Talk to us we're listening") available from your nearest branch, or write a letter and mail to our Customer Help Centre at PO Box 480, Bendigo 3552;
- (c) contacting our Customer Help Centre on:  
Telephone 1300 361 911  
8.30am – 7.30pm (Victorian time)  
Monday to Friday; or  
Fax 1300 367 615; or  
E-mail:  
[customerhelpcentremailbox@bendigobank.com.au](mailto:customerhelpcentremailbox@bendigobank.com.au)
- (d) completing the Customer Feedback form online at [www.bendigobank.com.au](http://www.bendigobank.com.au)

21.4 Experience tells us that most concerns or complaints can be fixed at this level. If however, your concern or complaint requires specialist attention, the appropriate staff member will respond to you within 3 days of receipt of the concern or complaint, either providing an

immediate answer or advising of action to be taken and an expected reply date. Every effort will be made to provide a response within 7 days but a reply will never be more than 21 days from the receipt of the concern or complaint.

21.5 Within 21 days of receiving your complaint we will advise you in writing of either:

- (a) the outcome of our investigation and, if your complaint is in relation to an EFT transaction, which provisions of the EFT Code were used in determining your or our liability if any; or
- (b) the need for more time to complete our investigation.

### Concerns or complaints about EFT transactions

21.6 If your complaint is in relation to an EFT transaction, we will advise you in writing of the procedures for investigating and handling the complaint.

- (a) If we are unable to resolve the complaint within 45 days, we will notify you of this fact, inform you of the reasons for the delay, provide you with monthly updates on the progress of your complaint and specify a date by which a decision can reasonably be expected (unless we are waiting for a response from you and we have told you that we require that response);
- (b) and the complaint involves a credit card account and we decide to exercise any rights we may have under the rules of the credit card scheme:
  - (i) the time limits under the rules of the scheme will apply instead of the time limits referred to in clause 21.5;
  - (ii) the reference to "45 days" in paragraph (a) above is replaced with "60 days" and we will provide you with updates every two months instead of each month.

We will advise you in writing of the above time limits and when you can reasonably expect a decision. Your obligation to pay any amount which is the subject of a complaint, and any credit or other charges related to that amount, will be suspended until the complaint is resolved;

- (c) when we have completed our investigation of your complaint, we will promptly advise you of the outcome of that investigation, the reasons for that outcome including references to relevant clauses of the EFT Code and, except where the complaint has been resolved completely in your favour, we will inform you of any further action you can take under the EFT Code. Our advice will be in writing unless we are able to resolve the matter immediately to the satisfaction of both you and us;
- (d) if on completion of our investigation we decide that your account has not been incorrectly debited or credited, or in the case of unauthorised transactions, that you have contributed to at least part of the loss occasioned by the unauthorised use, we will supply you with copies of any documents or other evidence relevant to the outcome of our investigation, including information about any logs or audit trails relating to the transaction and advise you whether there was any system or equipment malfunction at the time of the transaction; for example if you don't protect your internet access by using a firewall, anti-virus software and security tokens it could contribute to the chance of unauthorised transactions;
- (e) if we conclude as a result of our investigation that your account has been incorrectly debited or credited we will promptly make adjustments to your account (including making adjustments to interest and charges) and notify you in writing of the amount by which your account has been debited or credited as a result;
- (f) alternatively, if we decide to resolve your complaint in your favour, we may adjust your account accordingly within 7 business days of receiving the complaint and provide the information required by paragraphs (c) and (e) and close the investigation. When we choose this course of action we are not required to comply with clauses 21.4 and 21.5 and paragraph (d);
- (g) if we fail to observe the appropriate allocation of liability in accordance with paragraphs 5 and 6 of the EFT Code or fail to explain the reasons of any findings that you are liable by reference to relevant aspects of those paragraphs, or in any material respect we fail to observe the complaint investigation and resolution procedures set out in this clause or as required by the EFT Code, and where such failure has contributed to a decision by us against you or delayed the resolution of your complaint, we may accept full or partial liability for the amount of the transaction which is the subject of your complaint.

#### Financial Ombudsman Service

- 21.7 We do not anticipate a situation where we cannot resolve a concern or complaint to your satisfaction. However, should this happen, you have the option of referring the matter to the Ombudsman.
- 21.8 The Financial Ombudsman Service is an independent person appointed to help individual customers or small business customers resolve problems and disputes with their bank. You do not have to pay if you ask the Ombudsman to help you.
- 21.9 The Ombudsman's role is to investigate matters only after customers have fully exhausted the established complaint procedures of their bank.
- 21.10 The Ombudsman cannot deal with claims for financial loss in excess of \$150,000 for events occurring before 1 December 2004 or \$280,000 for events occurring on or after 1 December 2004 or complaints relating to dissatisfaction with customer service provided by bank staff. Complaints in relation to the bank's commercial policy decisions such as the setting of interest rates, fees and charges, also cannot be raised with the Financial Ombudsman Service.
- 21.11 You may obtain further information about this service, by contacting the Ombudsman direct, at:
- Financial Ombudsman Service  
 GPO Box 3  
 Melbourne VIC 3001  
 Telephone: 1300 78 08 08  
 Fax No: (03) 9613 6399  
 Website: [www.fos.org.au](http://www.fos.org.au)  
 Email: [info@fos.org.au](mailto:info@fos.org.au)

### 22. If you have changed your name or address or your circumstances change

- 22.1 If you or your business have changed its name, we will need to amend our records as soon as possible. Before amending our records, we will require evidence of the change, such as a marriage certificate, birth certificate, decree nisi or dissolution of marriage, or certificate of registration of change of name or certificate of registration of business name.
- 22.2 If you have changed your address (home, business or email, where relevant) you must provide us with your new address as soon as possible, either by calling into one of our branches, by phoning **1300 BENDIGO** (1300 236 344) or by writing to your local branch or our head office (address details are in the front of this document).
- 22.3 You should advise us of the details of all of your accounts so that all our records can be changed. If you like, we can also change the branch where you normally pick up your cheque book and/or card, to a branch that is more convenient to you.
- 22.4 You must notify us in writing as soon as possible of any proposed or actual changes to your financial or legal status (including name changes, mergers, administration or receivership, schemes of arrangement, bankruptcies, liquidations, windings up, dissolutions or acting or failing to act in a manner which could result in any of these situations) or any other material changes that may affect or impact upon your use of your account or any payment facility or your ability to continue operating in a financially viable manner.
- 22.5 You must notify us in writing immediately if you are a Company and there is a change in your directors.
- 22.6 We will not be liable for any loss you suffer as a result of your failure to notify us immediately of a change in your directors or circumstances.

### 23. If you need to send money overseas or have received funds from overseas

- 23.1 We can send money overseas for you in Australian or foreign currencies. You can ask us to make an international telegraphic transfer to an overseas bank nominated by you. We do not have to agree to your request. You can also ask us to prepare a bank draft for the foreign currency amount, for you to send overseas by mail.
- 23.2 If you have received funds from overseas, you can

bring the foreign currency cheque or document into our nearest branch, where our staff will be happy to convert the funds into Australian dollars and deposit the converted amount into your account. You will not be able to draw against these funds until they have cleared. We reserve the right not to accept any foreign currency cheque or document or accept it on a collection basis only.

- 23.3 Fees and charges apply for the provision of these services. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates.

### 24. Code of Banking Practice

- 24.1 We are bound by the Code of Banking Practice.
- 24.2 The Code of Banking Practice requires us to draw your attention to the availability of general descriptive information concerning our banking services. This includes information about account opening procedures, our obligations regarding the confidentiality of your information, complaint handling procedures, bank cheques, the advisability of you informing us promptly when you are in financial difficulty and the advisability of you reading the terms and conditions applying to this banking service.

### 25. Money Laundering

- 25.1 We are committed to the regulatory requirements for anti-money laundering and counter terrorism financing (AML).
- 25.2 To comply with these requirements we may:
- (a) require you to provide to us, or otherwise obtain, any additional documentation or other information;
  - (b) suspend, block or delay transactions on your account, or refuse to provide services to you;
  - (c) report any, or any proposed, transaction or activity to any body authorised to accept such reports relating to AML or any other law.

### 26. Liability

- 26.1 Subject to any other provision of these terms and conditions, to the extent permitted by law, we are not liable to you for or in connection with:
- (a) any loss or damage you suffer as a result of using your account or a payment facility;

- (b) any delay or failure in processing a transaction on your behalf;
- (c) any transaction which is processed by us on your behalf;
- (d) any failure, malfunction, delay or error (for any reason) of any equipment, system or software (including, without limitation, the telephone, computer, software and telecommunications and ISP services you or an authorised signatory use to access an account or payment facility);
- (e) any unavailability or failure of a payment facility to accept instructions from you;
- (f) any failure of a card, access number or PIN to permit you or your authorised signatory to access a payment facility;
- (g) any unauthorised access to, or disclosure of information relating to, your account through a payment facility;
- (h) any other action taken or not taken in relation to your account or a payment facility.

## 27. Other

- 27.1 We may decide, at our discretion, the order in which payments will be processed.
- 27.2 We may give you a certificate about a matter in connection with the account. The certificate is sufficient to prove the matter, unless you prove the certificate is incorrect.
- 27.3 Notices and other communications for us may be:
- (a) given personally to one of our staff at any of our branches or sent by post or facsimile to our registered office; or
  - (b) given by any other means permitted by law.
- 27.4 Subject to the requirements of any law, communications for you may be:
- (a) given to you personally or left at any address specified by you or your registered office, residential or business address last known to us;
  - (b) sent by prepaid post to any of these places;
  - (c) sent by facsimile to your residential or business facsimile last known to us;
  - (d) give by any other means permitted by law.
- 27.5 You must give us any information or documents we require to identify you or any person authorised to operate your account. Subject to the requirements of any law, you authorise us to check the authenticity of any such information or documents that you give to us.
- 27.6 Enforcement expenses may become payable if you breach these terms and conditions. For instance, if you overdraw your account without our written permission we may take legal action to recover the debt. Any reasonable expenses we incur in recovering our debt will be payable by you and you authorise us to debit the amount of these expenses to your account.

## Our rights under these terms and conditions

- 27.7 We may choose at any time to waive any of our rights under these terms and conditions. Subject to any applicable law, a waiver by us is not a change to, and does not reduce our rights under these terms and conditions unless we give you written notice that it is a change to these terms and conditions.
- 27.8 Nothing in this document has the effect of excluding, restricting or modifying rights in the Australian Securities and Investments Commission Act or Trade Practices Act, which cannot be excluded, restricted or modified by agreement. If your account or payment facility is of a kind not ordinarily acquired for personal, domestic or household use, our liability is restricted to re-supplying the services or the cost of re-supplying the services.
- 27.9 Part or all of any provision of these terms and conditions that is illegal or unenforceable will be severed from these terms and conditions, however the remaining provisions will continue in force.
- 27.10 We may assign or otherwise deal with our rights under these terms and conditions in any way we consider appropriate. You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under these terms and conditions.
- 27.11 You should inform us promptly if you are in financial difficulty.

27.12 Without limiting any part of these terms and conditions, you must notify us within 30 days of the date of receipt of a statement of account if you have any cause to suspect that there is any ATM, branch withdrawal, EFT withdrawal or direct debit withdrawal recorded on your statement that you did not authorise or that the information relating to such any withdrawal, or direct debit is incorrect. If you do not, then subject to any applicable law, you do not have any right to make a claim against us in respect of such withdrawal (for example, a forged cheque).

**When your credit rating could be affected.**

27.13 If your account(s):

- become overdrawn without arrangements; and
- remain overdrawn for more than 60 days after the end of the any period we allow for you to repay the amount overdrawn, then we may commence enforcement action and report your default to a credit reporting agency.

## Section C: Cheque Facility

This section applies if you have a cheque facility.

### 28. Availability of the cheque facility

A cheque facility is only available in connection with some accounts. The Key Features Tables on page 3 indicate the accounts in respect of which a cheque facility is available and eligibility requirements that apply. In addition, you must be 18 years of age or over to apply for a cheque facility.

### 29. Issuing and Writing Cheques

29.1 Your right to use cheques drawn on us and the cheque book issued by us is at all times at our discretion. We reserve the right at any time to suspend or withdraw those rights and facilities or to refuse to pay any cheque. The cheque facility is not available for use outside Australia. The cheque book and all unused cheques will always remain our property and, if we ask, they must be returned to us.

29.2 (a) You may only write cheques on the forms we supply or approve. All cheques that you write must be completed clearly and signed by you or an authorised signatory. You should only sign a cheque after it has been filled out.

(b) You must not sign blank cheques. If you sign a blank cheque you risk the person you hand the cheque to filling out the cheque for any amount you have not authorised or addressing the cheque to a person you have not authorised. We will not be held liable for any cheques you have signed whilst they are blank nor will you be able to make a claim against us for the amount of the cheque.

29.3 You must take all reasonable care to prevent fraud occurring in relation to your cheque facility.

29.4 When filling out a cheque you should always write the amount of the cheque in words as well as figures as words are more difficult to alter. You should:

(a) try not to leave any gaps between the words or figures as to prevent insertions;

(b) begin the amount in words with a capital letter as close as possible to the words "The sum of" and draw a line from the end of the amount in words to the printed \$;

- (c) begin the amount in figures as close as possible to the printed \$;
- (d) add the word “only” after the amount in words.

This can help to reduce the risk of fraud. If you fail to take these simple precautions you may be held liable for any loss suffered and prevented from making a claim against us for any loss you may suffer.

- 29.5 You should never write on or fill out a cheque with pencil or erasable ink.
- 29.6 The issuing of a cheque by you or an authorised signatory authorises us to debit your account with the amount of any cheque signed by you or an authorised signatory in accordance with the operating instructions on the account. You or an authorised signatory should only write a cheque if there is sufficient available funds in your account.

### 30. What is the effect of crossing a cheque?

Crossing a cheque means drawing two transverse parallel lines from top to bottom on the face of the cheque. When you cross a cheque, you are telling the bank that the cheque must be paid into an account with a financial institution and not cashed.

### 31. What is the meaning of “Not Negotiable”?

- 31.1 The words “not negotiable” between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the person who obtains the cheque has no greater rights than the person who transferred it to him or her.
- 31.2 For example, if your cheque has been stolen and passed by a thief to an innocent person, you will be able to recover the amount paid on your cheque from the innocent person (or the thief if they are found) - this is because the thief has no rights to the cheque and therefore has passed no rights to the innocent person.

### 32. What is the meaning of “account payee only”?

These words on a cheque are a warning to a bank with which the cheque is deposited that the cheque should be paid only to the person named in the cheque as payee.

### 33. What is the significance of deleting “or bearer”?

- 33.1 The words “or bearer” mean that (except in the case where the cheque is crossed and must therefore be collected by a bank) the bank on which the cheque is drawn has authority to pay

it to any person in possession of it even if that person found it or sold it unless the bank has reason to suspect that the cheque might have fallen into the wrong hands. If you delete these words, the cheque becomes an “order” cheque.

- 33.2 If a cheque is an “order” cheque then (except in cases where the cheque is crossed and must therefore be collected by a bank) the bank on which the cheque is drawn should only pay it:
  - (a) to the named payee; or
  - (b) to any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

### 34. Stopping your Cheque

- 34.1 You may request payment to be stopped on a cheque which has not yet been presented for payment. However you must pay us a fee for this service. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates.
- 34.2 To stop a cheque you must call into your local branch or telephone Customer Contact and Care on **1300 BENDIGO** (1300 236 344). You should identify the cheque clearly by telling us the name of the account, the amount of the cheque, the number and date of the cheque and the name of the payee. There is also a feature in Bendigo e-banking which will allow you to request us to stop a cheque for you.

### 35. Dishonouring Cheques

- 35.1 We may, at our discretion, dishonour a cheque if:
  - (a) you have insufficient cleared funds or available credit in your account to cover the cheque;
  - (b) the cheque has not been completed correctly or is incomplete (including but not limited to a cheque that is unsigned, undated, post dated, (which is a cheque dated later than the date it was written) stale, has no payee stated or has been materially altered and you have not authorised the alteration);
  - (c) you have instructed us to stop payment on the cheque;
  - (d) we have received notice of your mental incapacity, bankruptcy or death; or
  - (e) the cheque is poorly or illegibly completed.

## Bendigo Business Accounts and Facilities

- 35.2 If your account is closed or your cheque facility is cancelled we may dishonour any cheque presented after closure or cancellation, unless you make other arrangements with us.
- 35.3 A dishonour fee may apply if a cheque is dishonoured. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates.
- 35.4 Our right to take actions to recover money you owe us will not be prejudiced by any decision we make to meet payment on any cheque.

### 36. Lost or Stolen Cheques and Cheque Books

- 36.1 You must keep your cheque book and all unused cheques out of sight and in a safe place at all times (for example a locked drawer or cabinet). This will help reduce the risk of theft. Leaving your cheque book in your sock drawer or the glove box of your car is not a safe place.

*Note: As a general rule you should treat your cheque book the same way as you would a large sum of cash. Would you leave \$5,000 in cash in your sock drawer or the glove box of your car?*

- 36.2 You must keep your cheque book separate from any plastic cards or other material that bears your signature. You must not leave signed blank cheques in your cheque book.
- 36.3 If any cheque or your cheque book is lost or stolen or misused, you must notify us as soon as possible by contacting your local branch or by telephoning Customer Contact and Care on **1300 BENDIGO** (1300 236 344).
- 36.4 If you delay unreasonably in advising us that a cheque or cheque book is lost or stolen or misused, other people may be able to withdraw money from your account without your permission. If you fail to notify us as soon as possible, you may be held liable for any unauthorised transactions occurring on your account before you notified us and you authorise us to debit any such amounts for which you are liable to your account.

*Example: If you become aware that your partner has been using your cheque book and you delay or fail to report your partner's activity to us you may be deemed to have consented to your partner's use of your cheque book and will not be*

*able to make a claim at a later date.*

- 36.5 You agree to promptly review your account statements. You must notify us within 30 days of the date of receipt of a statement of account if you have any cause to suspect that there is any cheque withdrawal recorded on your statement that you did not authorise or that the information relating to any cheque withdrawal is incorrect. If you do not, then subject to any applicable law, you do not have any right to make a claim against us in respect of such withdrawal (for example, a forged cheque).

### 37. Liability

- 37.1 We will not be responsible, or liable, for:
- (a) any arrangement or transaction which is conducted or processed by us on your behalf;
  - (b) the dishonour or failure to dishonour any cheque drawn by you;
  - (c) any delay or failure in processing a transaction on your behalf;
  - (d) any damages or loss whatsoever that you may suffer as a result of a cheque being dishonoured; and
  - (e) any other actions taken or not taken in relation to your cheque facility.
- 37.2 We will not be liable for paying on any altered or forged cheques, and will not be liable for any such losses arising from or in connection with the paying on altered and or forged cheques, where the alteration and/or forgery could not be easily detected or where the alteration and/or forgery is due to or has been facilitated by the omission, negligence or fraud of you or your agents, employees or any third party connected with the drawing of the cheques.

## Section D: Bendigo Oxfam Australia Cash Management Account

Bendigo and Adelaide Bank has entered into a commercial agreement ('Alliance') with Oxfam Australia to provide financial support for Oxfam Australia's work.

Established in 1953, Oxfam Australia is one of Australia's leading aid and development agencies. Oxfam Australia work to overcome poverty and injustice through long-term development projects, responding to emergencies and are campaigning for a more just world.

As part of the alliance, Bendigo and Adelaide Bank has established the Bendigo Oxfam Australia Cash Management Account and has agreed that it will pay, from its own resources, a percentage of all monies deposited into Bendigo Oxfam Australia as consideration for referring banking business to Bendigo and Adelaide Bank.

Oxfam Australia uses the Funds to support its long-term development programs, advocacy campaigns and emergency responses. Oxfam Australia has consented and has not withdrawn its consent to the inclusion of statements in this document about it.

**The Bendigo Oxfam Australia Cash Management Account and the facilities to which this document applies are not issued, guaranteed or underwritten by Oxfam Australia.**

## Section E : Bendigo Farm Management Deposit Account

The Farm Management Deposit (FMD) scheme was established by the Income Tax Assessment Act (1936). It is designed to allow primary producers to set aside pre-tax income in profitable years to establish cash reserves and help meet costs in less profitable years. It enables the management of exposure to seasonal fluctuations and adverse economic events.

The FMD scheme allows primary producers to deduct the amount of any deposit to an FMD account from their assessable income for the income year in which the deposit is made. Withdrawals made from an FMD account are then subject to tax in the year in which they are made.

### 38. Significant risks of our accounts

A number of risks apply to the Farm Management Deposit Accounts. It is important that you consider these risks before making a decision to acquire an account.

#### 38.1 Interest rate risks

An interest rate risk applies generally across all of our accounts. It is important that you consider this risk before making a decision to apply for any of these accounts as it may affect your decision.

##### (a) Variable interest rates

Variable interest rates apply to a number of our accounts (refer to the "Product Comparison table – Features" for specific accounts). We can vary these interest rates at any time. This means that the rate of interest paid on an account may fall (or increase). We base our decision to vary interest rates on a number of factors, some of which are beyond our control (e.g. changes by the Reserve Bank of Australia to the official cash rate, or changes to market rates generally). Those rates themselves may be affected by external factors.

#### 38.2 General risks specific to FMD accounts

##### (a) Change in Taxation Law risk

There is a risk that should the relevant taxation laws change, you may not remain eligible for the current, potential taxation benefits applicable to our FMD accounts.

(b) **Taxation risk**

There is a risk that should you require access to funds in your FMD account within twelve months of your deposit, you may need to request amendments to prior income tax assessments.

**39. FMD fees and charges**

We will not deduct from your FMD account, whether at the time it is made, while it is with us, or at the time of its repayment, any administration fee or other amount required by us in respect to your FMD account or otherwise. We reserve the right to recover fees and charges from you.

**40. Changes to terms and conditions and ongoing disclosure**

We may vary the terms and conditions applicable to your account as set out in the Terms, but where the product was issued to you as a basic deposit product, we cannot vary the terms and conditions in any way that would not permit the account to remain as a basic deposit product.

Basic deposit products are relatively simple deposit products for which separate rules may apply under the Corporations Act, 2001.

In addition we will not vary the terms of an FMD account so that it no longer qualifies as an FMD without giving you at least twelve months notice;

We may assign our rights in relation to your account and account terms and conditions as set out in the Terms, noting that in the case of an FMD account provided that the account remains an FMD. This means that we can transfer them to another person. To assist us to do this you agree that we may disclose any information we require to any person. You may not assign your rights unless we have agreed to the assignment in writing.

**41. FMD applications**

When opening an FMD account you are required to provide us with the following information on your application form:

- (a) personal details about yourself and the major commodity you produced in the year of income;
- (b) the amount to be deposited;
- (c) your account details where your interest should be credited.

Upon the receipt of your funds, we will send you a letter confirming the interest rate applicable to your account.

**42. Special terms and conditions**

Federal Law states that the following special terms and conditions must apply to your FMD account for it to qualify as an FMD for the purposes of the FMD scheme.

Consequently, these special terms and conditions apply to your FMD account. A breach of these special terms and conditions will result in the deposit, or some of the deposit, of your FMD account not qualifying as an FMD.

You must read this section very carefully.

To the extent that you control these, it is your responsibility to ensure the following special terms and conditions are complied with:

- (a) you must be a primary producer when the deposit is made.
- (b) your FMD account can only be opened in your name and can not be held jointly, or otherwise, with any other person.
- (c) the deposit must not be made:
  - (i) by a trustee of a trust estate on behalf of a beneficiary, unless the beneficiary is presently entitled to a share of the income of the trust estate and is under a legal disability; or
  - (ii) otherwise by a person in his or her capacity as a trustee.
- (d) your rights as depositor in respect to your FMD account are not transferable to another person.
- (e) you must not, at any time while you hold an FMD account with us, hold an FMD account with any other financial institution.
- (f) a deposit made to your FMD account must be \$1,000 or more.
- (g) the total amount deposited to your FMD account at any one time must not be more than \$400,000, and the total balance of all of your FMD accounts must not exceed \$400,000 at any time.
- (h) a charge or other encumbrance must not be created over your FMD account as security for any amount payable by you or any other person to us or to any other person.
- (i) interest or other earnings on your FMD account must not reduce your liability to pay interest to us on loans or other debts you have.

- (j) interest or other earnings on your FMD account must not be invested in a FMD account with us without having first been paid to you.

In addition to the above, the following special conditions must be satisfied by us in relation to your FMD account, and we will comply with them:

- (k) we must repay your FMD account(s) if:
  - (i) you die;
  - (ii) become bankrupt; or
  - (iii) you cease to be a primary producer for at least 120 days.
- (l) except where the entire amount of your FMD account is repaid by us, the amount of any repayment must be \$1,000 or more.
- (m) at your written request, and upon receipt of any information or other assistance necessary for the purpose, we must electronically transfer the balance of your FMD account to another financial institution that agrees to accept it as an FMD.
- (n) we must not deduct from your FMD account (whether at the time the deposit is made, while it is with us, or at the time of its repayment) any administration fee or other amount required by us to be paid in respect to the FMD account or otherwise.

#### 43 Eligibility for tax benefit

You are entitled to deduct the total dollar amount of deposits made to your FMD account in an income year from your assessable income for the year of the income if:

- (a) you are the owner of the FMD made in the year of income;
- (b) your taxable non-primary production income for the year of income is not more than \$65,000; and
- (c) you did not during the year of income:
  - (i) become bankrupt; or
  - (ii) cease to be a primary producer for 120 days or more (whether or not falling entirely within the year of income).

The taxation deduction that you claim must not exceed your taxable primary production income for the year of income.

Taxation benefits are not retained for deposits or part of deposits withdrawn in the first twelve months of the deposit being made, unless the withdrawal is made:

- a) in exceptional circumstances;
- b) because the owner:
  - i) dies;
  - ii) becomes bankrupt; or
  - iii) has requested the deposit be transferred to another financial institution.

Taxation benefits are retained for any part of a deposit remaining after a withdrawal in the first twelve months of the deposit being made if:

- a) it remains in the FMD account for at least twelve months; and
- b) the residual amount does not fall below \$1,000.

For these purposes, deposits made with us as a result of one or more transfers from another financial institution may be taken to be made when the deposit was made with the first financial institution, provided certain criteria are met. For more information, contact our Customer Service Centre on 1300 660 115, or visit your local branch.

Withdrawals made twelve months after the date of deposit for which a deduction was claimed are considered to be assessable income. The withdrawal forms part of the instalment income for the instalment period under the Pay As You Go system. Interest earned on an FMD account is assessable in the year that it is earned.

#### 44. Withdrawal within twelve months of deposit

If you withdraw all, or part of, the balance of your FMD account within twelve months of the date it was deposited, the amount withdrawn will not, and will never have been, taken to be part of an FMD for the purposes of the FMD scheme unless:

- (a) exceptional circumstances apply and the deposit was made before the declaration of exceptional circumstances;
- (b) the repayment is required as a result of your death or bankruptcy; or
- (c) the withdrawal is the result of a written request by you to transfer your FMD account to another financial institution.

A withdrawal in exceptional circumstances occurs if:

- (a) the withdrawal is made in the financial year following the financial year in which the deposit was made;
- (b) at the time of the withdrawal, your primary production business is carried on wholly or partly in an area that is covered by a declaration of exceptional circumstance (as referred to in paragraph 8 (c) of the Rural Adjustment Act (1992)), that was not in force when the deposit was made; and
- (c) at the time of the withdrawal, or within three months after the end of the financial year in which the withdrawal is made, an exceptional circumstances certificate (which the meaning of is outlined in subsection 8A (2) of the Farm Household Support Act (1992)) is issued in respect to you.

Any subsequent deposit made by you, or on your behalf, in the financial year in which the withdrawal is made, is taken never to have been an FMD for the purposes of the FMD scheme. Any balance remaining from prior to your withdrawal continues to be covered by the FMD scheme only if it is at least \$1,000 and it remains in the FMD account for at least twelve months.

Where a deduction has been claimed in a prior year of income for the part of an FMD that was withdrawn within twelve months of the deposit, you are not able to retain the tax benefit of the deduction and you need to request an amendment of your assessment for that prior income year. Where more than one withdrawal has been made within twelve months at different times, it may be necessary to request additional amended assessments.

*Example (assuming none of the exceptions set out previously, such as exceptional circumstances, applies)*

*On 1 November 2007, a primary producer made a \$10,000 deposit into an FMD account. For the income year ending 30 June 2008, the farmer claimed a deduction of \$10,000. On 1 September 2008, the farmer has to withdraw \$7,000 from the FMD account.*

*The \$3,000 remaining in the FMD account still qualifies for the deduction, providing it remains in the account until 1 November 2008. The \$7,000 withdrawn is not, and is taken never to have been part of an FMD account.*

*Consequently, the deduction for the year ended 30 June 2008 has to be reduced by \$7,000.*

Note: This example is for illustration purposes only. The actual outcome should you make a withdrawal from an FMD within twelve months of making a deposit depends on your particular circumstances at the time. You should seek financial advice prior to making the decision to transact on your FMD.

### **45. Withdrawal upon death**

If you die, the balance of your FMD account becomes payable at that time, and is assessable income in that financial year to the extent that it has previously been claimed as a deduction.

## Section F: Passbooks

### 46. About your passbook

- 46.1 If you have a Bendigo Trust Passbook Account, unless you have elected to receive a statement, you will obtain a passbook for that account.
- 46.2 If you have a Bendigo Trust Passbook Account, your passbook is a record of the transactions on your account. Each time you present your passbook for updating we will record particulars of each transaction on your account including the amount of the transaction and the current balance of your account. You should present your passbook each time you make a deposit or withdrawal at one of our branches. If you receive direct credits into your passbook account or use your passbook account for phone or e-banking, you should regularly present your passbook at one of our branches for updating. If you do not present your passbook for updating you may not be able to receive direct credits (i.e. wages, dividends) or perform phone or e-banking transactions.
- 46.3 By opening a Bendigo Trust Passbook Account with us, you agree that:
- you can present your passbook for updating at any of our branches;
  - it is your responsibility to have your passbook updated at regular intervals; and
  - the ability to have your passbook updated at one of our branches is the facility through which confirmation of transactions on your account are provided to you.
- 46.4 We will not charge any fee associated with your passbook or the entry of particulars into your passbook.

### 47. Security of your passbook

- 47.1 Your passbook should be safeguarded from theft or unauthorised use. Under no circumstances should you keep a visible record of your signature with your passbook. This includes signed withdrawal forms or cards.
- 47.2 You must notify us as soon as possible of the loss, theft or misuse of your passbook by contacting us at one of our branches or by phoning **1300 BENDIGO** (1300 236 344). If you fail to notify us as soon as possible, you may be held liable for any unauthorised transactions occurring on your account before you notify us and you authorise us to debit any such amounts for which you are liable to your account.

## Section G: Cards

This section and section I below apply if we issue a card that is linked to an account to which this document applies. However, they only apply to a Bendigo MasterCard credit card or a Bendigo Visa credit card to the extent that the card is used to access any of the accounts to which this document applies (they do not apply when you use these cards to access credit card accounts).

### 48. Your card

- 48.1 You must be 13 years of age or more to apply for a Bendigo Easy Money card or 18 years of age or more to apply for any other card. In addition, cards are not available on all accounts. The Key Features Tables starting on page 3 indicate the accounts for which they are available.
- 48.2 The issue and use of a card is at all times at our discretion. The card will always remain our property and must be returned to us on demand.
- 48.3 We may issue replacement cards at any time. For example, we may issue a replacement card when the cardholder has changed his or her name, or when the card has been damaged. If we issue a replacement card to you or an additional cardholder, you or the additional cardholder must not use the card it replaces and you remain liable for any use of the replaced card.
- 48.4 Before the expiry date of your card, we will automatically issue you with a renewal card unless you request us in writing not to do so. At least two months prior to your card expiring, you must notify us of any changes to your address. This will ensure our records are up to date in the event that we mail your reissued card directly to you.
- 48.5 You must sign your card as soon as you receive it and ensure that any additional cardholder also immediately signs his or her card. A card may not be accepted unless it has been signed. Your card is only valid for the period shown on it.
- 48.6 We will give a card to you by either mailing it to you by registered post or handing it to you or your authorised agent at one of our branches. You may be required to produce suitable identification when collecting the card. Once you or have received the card, you are responsible for the security of the card. We recommend against sending cards by ordinary post.

48.7 You must choose a password for your card.  
We may ask you for this password at any time as further proof of your identity.

48.8 You may be required to produce suitable identification when using your card.

### 49. Using your card

49.1 Your card must be linked to a primary demand deposit account which is eligible to have card access.

#### Within Australia

49.2 You can use your card at our ATMs to:

- (a) make deposits to your primary demand deposit account (although this can only be done at our ATMs that offer this function);
- (b) make withdrawals from your primary demand deposit account;
- (c) transfer money from your primary demand deposit account to another account linked to your card (if any); and
- (d) obtain account balances for your primary demand deposit account.

49.3 You can use your card at an ATM operated by another financial institution to:

- (a) make withdrawals from your primary demand deposit account; and
- (b) obtain account balances for your primary demand deposit account.
- (c) you may also be able to transfer money from one account to another depending upon the particular financial institution or provider which operates the ATM.

Other financial institutions can determine from time to time what transactions can be carried out at their ATMs.

49.4 You can use your card at a Bank@Post™ terminal (the Post Office may have restrictions) to:

- (a) make withdrawals from your primary demand deposit account;
- (b) make deposits to your primary demand deposit account;
- (c) transfer money from your primary demand deposit account;
- (d) obtain account balances for your primary demand deposit account. However the Post Office may have restrictions and Australian Post reserves the right not to process a transaction.

49.5 You can use your card at any EFTPOS terminal in Australia to purchase goods and services or withdraw cash from your primary demand deposit account, providing the merchant operating the EFTPOS terminal has a policy which allows for cash withdrawals.

#### Outside Australia

49.6 You can use your Bendigo Easy Money card to withdraw from your primary demand deposit account at any ATM overseas bearing the PLUS symbol.

49.7 If your card is branded MasterCard, you can access your funds from your primary demand deposit account using your Bendigo Business Blue from any overseas ATM bearing the MasterCard symbol.

49.8 If your card is branded VISA, you can access your funds from your primary demand deposit using your Bendigo Business Blue from any overseas ATM bearing the VISA or PLUS symbol.

49.9 You can use your Bendigo Visa credit card to withdraw from your primary revolving credit account or your secondary demand deposit account (if linked) at any ATM overseas bearing the VISA or PLUS symbol that allows you to select this option.

49.10 You can use your Bendigo MasterCard credit card to withdraw from your primary revolving credit account or your secondary demand deposit account (if linked) at any ATM overseas bearing the MasterCard, CIRRUS or MAESTRO symbol that allows you to select this option.

49.11 You should phone us on **1300 BENDIGO** (1300 236 344) or your local branch before travelling, for information on use of your card overseas.

#### Within Australia and outside Australia

49.12 You can use your card to purchase goods or services via mail order, by telephone or by other means (such as the Internet) where the merchant accepts that form of payment.

#### Other

49.13 The fact that any promotional material is displayed at premises does not mean that we guarantee that all goods and services available there may be obtained by using your card. We are not responsible if a merchant, Post Office, or financial institution refuses to accept your card, does not allow cash withdrawals or places other limitations on using your card.

- 49.14 We are not responsible for the following, unless the law says we are:
- (a) any goods or services which you have obtained from a merchant using your card;
  - (b) any refund by a merchant.

If you have any complaints about goods or services, you must raise them directly with the merchant.

- 49.15 We do not warrant that ATMs will always have money available.

## 50. Card transactions

- 50.1 All transactions need authorisation from us. We may refuse to authorise a proposed transaction if:
- (a) the transaction exceeds the cleared funds;
  - (b) your card has been reported lost or stolen;
  - (c) we have any other good reason to do so.
- 50.2 You authorise us to give information to other persons for the purpose of authorising transactions made using your card or any additional card.
- 50.3 You authorise us to debit your account with the amount of any purchases, withdrawals and any other transactions made using your card or any additional card.

## 51. Additional cards

Please refer to clause 14 for information about requesting us to authorise a person as an additional cardholder to access and operate your account.

## 52. Foreign currency transactions

- 52.1 Transactions in foreign currency amounts conducted using your Bendigo Business Blue debit card, Bendigo Visa credit card or Bendigo MasterCard credit card incur a fee. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates. They are then converted (depending on the foreign currency converted) into either:
- (a) Australian dollars at the appropriate MasterCard International exchange rate or Visa International exchange rate; or
  - (b) United States Dollars and then into Australian dollars at the appropriate MasterCard International exchange rate or Visa International exchange rate.
- 52.2 The Australian dollar amount is then debited to your primary demand deposit account.
- 52.3 When you use your card outside Australia you are bound by any exchange control requirements of the Reserve Bank of Australia.

## Section H - Bendigo Phone Banking and Bendigo e-banking

This Section and Section I below apply if you register for access to Bendigo Phone Banking or Bendigo e-banking.

### 53. Applying for Bendigo Phone Banking or Bendigo e-banking

- 53.1 You may apply for access to Bendigo Phone Banking or Bendigo e-banking by completing customer registration through Customer Contact and Care or at any of our branches. Approval of an application is at our discretion.
- 53.2 Bendigo Phone Banking and Bendigo e-banking are not available for all accounts. The Key Features Tables starting on page 3 indicate the accounts for which they are available.
- 53.3 You must be at least 16 years of age to be eligible for Bendigo Phone Banking or Bendigo e-banking.

### 54. Access numbers and PINS

- 54.1 If we approve your application, we will provide you with an access number and a temporary PIN. The temporary PIN is valid for 5 days from the date of issue. Before the end of that 5 day period you must use that access number and temporary PIN to gain access to Bendigo Phone Banking or Bendigo e-banking for the first time. You will then be asked to select and enter a PIN and to re-enter the same PIN to confirm.
- 54.2 You acknowledge and accept that:
- (a) the access number we issue you, together with your selected PIN, is the means by which you use Bendigo Phone Banking and Bendigo e-banking and we identify you; and
  - (b) anyone using your access number and PIN will be able to have access to and conduct transactions on a nominated account using Bendigo Phone Banking or Bendigo e-banking.
  - (c) the use of a security token in e-banking will enhance the security of your access.
- 54.3 You authorise us to act upon all instructions given to us using your access number and PIN and subject to any other provision of these terms and conditions, you are liable for any such instructions. We may delay acting on an instruction.

## Bendigo Business Accounts and Facilities

54.4 We may delay acting on an instruction.

54.5 You agree that you are bound by the Bendigo Bank Website Terms of Use when you use our website.

### 55. Services available using Bendigo Phone Banking and Bendigo e-banking

By using Bendigo Phone Banking and Bendigo e-banking you may be able to:

- (a) review the balance of a nominated account to determine the current or available balance;
- (b) transfer funds between nominated accounts;
- (c) arrange recurring or future specific date funds transfers (Bendigo e-banking only);
- (d) review the transaction history of a nominated account;
- (e) select a nominated account and hear or view transaction related details including the date of the transaction, the type of the transaction (such as a withdrawal, BPAY® payment or cheque transaction) and the amount;
- (f) receive a fax "mini-statement" of transaction related details;
- (g) perform selected transaction enquiries;
- (h) select an individual or a range of transactions on a nominated account for closer examination;
- (i) request new cheque books which can be collected from a branch or mailed to your designated address in accordance with your requirements;
- (j) access Secure Email which enables you to send and receive (secure) messages to and from internal Bendigo Bank departments (Bendigo e-banking only);
- (k) access Account Notification which allows you to establish account balance thresholds and to nominate methods (including fax and/or email) for notification if the thresholds are exceeded (Bendigo e-banking only);
- (l) make BPAY® payments;
- (m) receive bills and statements electronically via BPAY View® (Bendigo e-banking only);
- (n) authorise transactions on a nominated account where more than one signatory would normally be required. With the authorisations feature, one signatory to the account can "set up" a transaction for authorisation by other signatories - either real time or at a future date (Bendigo e-banking only);

(o) transfer funds using the Pay Anyone Service to any account at any financial institution within Australia that is identified by a valid BSB number and account number (Bendigo e-banking only);

(p) access Bulk Payment facilities (Bendigo e-banking only).

### 56. Equipment

It is your responsibility to obtain and maintain any electronic equipment (e.g. computer hardware or touchtone telephone) which you may need to have to access Bendigo Phone Banking and Bendigo e-banking.

### 57. Authorised users

Please refer to clause 14 for information about requesting us to authorise a person as an authorised user to use Bendigo Phone Banking or Bendigo e-banking.

### 58. Access

58.1 You will only have access to accounts where:

- (a) you are an Australian resident;
- (b) the accounts you seek to access, using Bendigo Phone Banking or Bendigo e-banking, are Bendigo Bank accounts;
- (c) you are registered with us as the registered account holder or signatory or have the authority as an authorised user or the registered account holder to access or conduct transactions on the accounts;
- (d) we have received no notification or we are unaware that the nominated account is under any dispute of any kind with any other party or entity;
- (e) we have received no notification or we are unaware that an application for bankruptcy or liquidation has been filed either by you, or issued or lodged by another person or entity.

58.2 We offer security tokens as part of our e-banking access:

- (a) we recommend the purchase of a security token to ensure the most secure form of access;
- (b) we may at our discretion insist you obtain and use a security token. Your internet banking access may be limited or suspended in circumstances where you refuse to obtain and use a security token.

- 58.3 We will make reasonable efforts to ensure the availability of Bendigo Phone Banking and Bendigo e-banking during the hours we have specified from time to time and ensure that information we make available to you through Bendigo Phone Banking and Bendigo e-banking is correct.
- 58.4 We may block access to Bendigo Phone Banking or Bendigo e-banking at any time without notice if we believe either service is being misused by you or used without your authority.
- 58.5 Where your access has been blocked due to fraudulent activity, you will be required to purchase a security token, firewall software and anti-virus software, update your operating system and provide proof of the same on your PC before access will be re-instated.
- 58.6 We may withdraw electronic access to your account without prior notice to you in the event of any Bendigo Bank equipment or Bendigo Bank system malfunction.
- 58.7 Access may be removed during routine system maintenance where you have not accessed the e-banking system for at least 6 months or Phone Banking for at least 12 months. We will notify you in writing at least 20 days before taking such action.
- 58.8 If you give us notice to cancel your access or your authorised user's access, you remain bound by these terms and conditions which may apply notwithstanding that your access, or your authorised user's access, has been cancelled.

### 59. Existing Bendigo e-banking

If you use Bendigo e-banking you must click on the log off button when you have finished using the service. This is particularly important in a work environment or another environment where the terminal you are using may be left unattended for a reasonable period of time.

### 60. Confirmation of transactions

- 60.1 We will provide you with a transaction receipt number every time you make a transaction on your account using Bendigo Phone Banking or Bendigo e-banking. You should record the transaction receipt number and it should be quoted if you or they have any queries in relation to that transaction.
- 60.2 Subject to the requirements of any law, where you carry out a transaction through Bendigo e-banking on our website and we make a transaction record

or receipt (which you can save or print) available to you on the website immediately on completion of the transaction, we will not provide you with a paper transaction record or receipt.

### 61. Our responsibility for Bendigo Phone Banking and Bendigo e-banking

- 61.1 Subject to any other provisions of these terms and conditions, to the extent permitted by law, we are not liable to you for or in connection with:
- (a) any failure, malfunction, delay or error (for any reason) of any equipment, system or software which is not controlled or provided by or on behalf of us (including, without limitation, the telephone, computer, software and telecommunications and ISP services you use to access Bendigo Phone Banking or Bendigo e-banking);
  - (b) any unavailability or failure (of which you should have been aware) of Bendigo Phone Banking or Bendigo e-banking to accept instructions from you;
  - (c) any failure of an access number or PIN to permit you to access Bendigo Phone Banking or Bendigo e-banking;
  - (d) disclosure of information relating to your accounts through Bendigo Phone Banking or Bendigo e-banking where the information has been obtained by or in conjunction with any person using your PIN or access number; or
  - (e) any unauthorised access to your information transmitted by us through Bendigo Phone Banking or Bendigo e-banking in relation to a nominated account.
  - (f) any failure of an "authentication key" to permit you to access Bendigo e-banking.
- 61.2 You acknowledge and accept that Bendigo Phone Banking and Bendigo e-banking may only show transactions and balances current as at the previous business day.

### 62. Liability

- 62.1 You will be liable for all transactions on your account carried out by using an access number or PIN. You authorise us to debit all such transactions to your account.

- 62.2 Except as set out in this clause 62, we will not be liable for any loss or damage you suffer as a result of using Bendigo Phone Banking or Bendigo e-banking.
- 62.3 You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us arising directly or indirectly because you:
- (a) did not observe any of your obligations under the terms and conditions in this section; or
  - (b) acted negligently or fraudulently in connection with the other terms and conditions.
- 62.4 We are not liable for any consequential loss or damage you suffer as a result of using Bendigo Phone Banking or Bendigo e-banking other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.
- 62.5 You acknowledge and accept that Bendigo Phone Banking and Bendigo e-banking may only show transactions and balances current as at the previous business day.

## Section I - Use and security of your card, access number, security token, password and PIN

This section applies if you have a card, access number, security token, password or PIN.

### **63. Protecting your card, access number, password, security token and PIN**

- 63.1 The security of your card, access number, security token, password and PIN is very important. You may be liable for unauthorised transactions and the risk of unauthorised transactions increases if you do not keep your card, password and PIN secure. Your liability is governed by clause 66.
- 63.2 You must ensure that you:
- (a) keep your card, access number, security token, password and PIN secure and protected;
  - (b) do not tell anyone your PIN or password;
  - (c) do not record your PIN anywhere, in electronic or written form, and, in particular, not on the "user guide" provided by us upon registration;
  - (d) do not select a PIN that is easily identified with you (e.g. your date of birth, your name or part of it or your phone number);
  - (e) do not select a PIN that is a common or easily guessed combination (e.g. repeated or consecutive numbers such as 5555 or 1234);
  - (f) do not provide your access number, PIN, password or card to any person (including a family member or a friend);
  - (g) do not allow any unauthorised person to observe or hear your PIN or password.
- 63.3 You must also ensure that your additional cardholders do each of these things.
- 63.4 If you have a card you must also ensure that you:
- (a) sign your card as soon as you receive it;
  - (b) keep your card in a safe place;
  - (c) check regularly that you have your card in your possession;

- (d) take steps to ensure that no one else has access to the PIN notification you receive through the mail. We recommend that you destroy the PIN notification once you have memorised it;
- (e) do not record your PIN on your card or carry any record of your PIN in an undisguised form with the card (merely placing a couple of digits at the beginning or end of your PIN disguising it as a telephone number or birth date is not sufficient);
- (f) do not let anyone use your card. You may be legally liable if someone else uses your card and PIN without your permission;
- (g) destroy expired cards;
- (h) collect your card from the ATM after completing a transaction.

63.5 You must also ensure that any additional cardholder does each of these things.

63.6 The following ways of recording a PIN are often deciphered by thieves and it is strongly recommended that these ways are not used for recording PINs:

- (a) recording the PIN as a series of numbers with any of them marked, circled or highlighted to indicate the PIN;
- (b) recording the PIN with surrounding information that makes it stand out from its context. For instance, a PIN recorded as a 4 or 6 digit telephone number where all other numbers are 8 digits;
- (c) recording the PIN as a string of digits in isolation from other information;
- (d) recording the PIN as a birth date, postcode or telephone number without additional features of disguise.

#### **64. Loss, theft and unauthorised use of your card, access number, password, PIN or token**

64.1 You must notify us immediately if:

- (a) any record you may have of your PIN or password, or any record your authorised user or additional cardholder may have of their PIN or password, is lost or stolen;
- (b) someone has stolen your card or your additional cardholder's card;
- (c) you or your additional cardholder have lost your card;

- (d) you become aware or suspect another person knows your PIN or password or has used your PIN or password without your authority;
- (e) you or an additional cardholder become aware or suspect another person knows their PIN or password or has used their PIN or password without their or your authority;
- (f) someone steals your security token from you;
- (g) you lose your security token.

#### **In Australia phone Bendigo Bank on:**

Customer Contact and Care **1300 BENDIGO** (1300 236 344) between  
 8am – 8pm Monday to Friday,  
 9am – 4pm Saturday and  
 10am – 4pm Sunday (Victorian time); or

Lost and stolen card after hours hotline 1800 035 383 (this service is available 24 hours a day, 7 days a week).

#### **Overseas**

By telephone on 61 3 5485 7872  
 or by fax on 61 3 5485 7613

If you have a Bendigo Business Blue debit card with a Visa symbol or a Bendigo Visa credit card, phone 1 410 581 9994 reverse charges (this service is available 24 hours a day, 7 days a week), or visit the Visa International website at [www.visa.com](http://www.visa.com) to obtain a toll free number for the country you are travelling in.

If you have a Bendigo Business Blue Debit card with a Mastercard symbol or Bendigo MasterCard credit card, phone 1 636 722 7111 reverse charges (this service is available 24 hours a day, 7 days a week), or visit the MasterCard International website at [www.mastercard.com](http://www.mastercard.com) to obtain a toll free number for the country you are travelling in.

64.2 Any unreasonable delay in notifying us may expose you to liability for losses incurred as a result of unauthorised access or transactions. Liability for unauthorised transactions is set out in clauses 64 and 66.

64.3 If for any reason you cannot contact the hotline, then contact your local branch or phone 61 3 5485 7872 during normal business hours. You are not liable for any unauthorised transactions which could have been prevented during any period of unavailability of all these contact points as long as you notify us within a reasonable time of a contact point becoming available.

## Bendigo Business Accounts and Facilities

- 64.4 When you report the loss, theft or unauthorised use of your card, PIN or password, you will be given a notification number which you should retain as evidence of the date and time of your report.
- 64.5 You should confirm any verbal notification in writing or at one of our branches as soon as possible.
- 64.6 If you find your card after reporting it lost or stolen, do not attempt to use it. Cut it up and return it to us. We cancel all cards reported lost or stolen.
- 64.7 You can arrange for an emergency replacement card (except in the case of a Bendigo Easy Money card), if required, at the time of reporting your card lost or stolen.

### 65. Your Liability – Non PIN generated transactions

- 65.1 You are not liable for any transactions performed without your permission unless you have contributed to the loss by:
- (a) letting someone else use your card; or
  - (b) unreasonable delay in notifying us of the loss, theft or unauthorised use of your card.

If you did either of these things, we may hold you liable for all transactions carried out using your card up to the time you notify us of the loss, theft or unauthorised use of your card.

- 65.2 A disputed transaction may include:
- (a) An unauthorised transaction – a transaction which you believe was not authorised by use of the card or account by a cardholder. This includes any unauthorised telephone, Internet, mail orders or any other unauthorised transactions on your account.
  - (b) General dispute - a transaction which you wish to dispute. This may include a transaction which has been processed to your account more than once, or a transaction which was authorised by the use of your card or account which you wish to dispute.

Despite notifying us of a disputed transaction, you remain liable for any purchase made by a cardholder or any person authorised by a cardholder.

- 65.3 Visa and MasterCard have a dispute resolution process that is contained in the operating rules of the card scheme. This process sets out the specific circumstances and timeframes in which a member of the scheme (e.g. a bank) can claim a refund in connection with a disputed transaction on a cardholder's behalf.

This is referred to as a 'chargeback right'.

We will claim a chargeback right where one exists and you have disputed the transaction within the required time frame. We will claim the chargeback for the most appropriate reason. Our ability to investigate any disputed transaction on your account, and subsequently process a chargeback, is restricted by the time limits imposed under the operating rules of the card scheme. The timeframes for us to process a chargeback (where a chargeback right exists) vary between 45 days and 120 days, depending on the type of transaction. We do not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with card scheme rules.

- 65.4 Our ability to dispute a transaction on your behalf (where a chargeback right exists) may be lost if you do not notify us within the required timeframes. For this reason, it is in your interest to report any disputed transaction to us immediately and certainly no later than the due date shown on the statement of the account. Where it can be shown that you have unreasonably delayed notifying us, you may be liable for the loss on any disputed transaction.
- 65.5 If a dispute is withdrawn or resolved in favour of the merchant a voucher retrieval fee may apply.

## Section J: EFT Transactions – PIN generated transactions

### 66. Liability for authorised transactions

- 66.1 You are responsible for all transactions carried out using an access number or PIN by you or by anyone else with your knowledge and consent.
- 66.2 If Bendigo Bank equipment or a Bendigo Bank system malfunctions after having accepted your instructions or fails to complete the transaction in accordance with your instructions resulting in loss to you of some or all of the amount of a transaction, we will correct that loss by making any necessary adjustments to your account, including an adjustment of any interest or fee. If you consider that you have incurred additional losses as a consequence of the malfunction you may make a claim for any such loss.
- 66.3 If you are aware or should have been aware that the Bendigo Bank equipment or Bendigo Bank system was unavailable for use or was malfunctioning then our responsibility will be limited to the correction of errors in your account and the refund of any fee imposed as a result.
- 66.4 We may withdraw electronic access to your account without prior notice to you in the event of any Bendigo Bank equipment or Bendigo Bank system malfunction.

### 67. Liability for unauthorised transactions

67.1 You will not be liable for losses arising out of:

- (a) unauthorised transactions where it is clear that you have not contributed to the loss;
- (b) the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants who are linked to the EFT system or their agents or employees;
- (c) any component of an access method that is forged, faulty, expired or cancelled;
- (d) unauthorised transactions occurring after you have notified us as required by these terms and conditions of the loss, theft or misuse of a card, forming part of an access method or that the security of a PIN or access number has been breached;

- (e) transactions which require the use of a card, PIN or access number forming part of your access method and that occurred before you have received that card, PIN or access number (including a reissued or replacement card, PIN or access number);
- (f) the same transaction being incorrectly debited more than once to the same account.

67.2 You are liable where we can prove on the balance of probability that you have contributed to the losses in any of the following ways:

- (a) through your or an additional cardholders' fraud;
- (b) by you or an additional cardholder voluntarily disclosing the PIN to anyone, including a family member or friend;
- (c) by keeping a record of the PIN that can be used together with a card (without making any reasonable attempt to disguise the PIN or prevent unauthorised access to the PIN) on the one article, or on several articles, carried with the card, so that they are liable to loss or theft simultaneously with the card;
- (d) by keeping a record of your access number and PIN (without making any reasonable attempt to protect the security of the records) on the one article, or on several articles so that they are liable to loss or theft simultaneously;
- (e) where we permit you or an additional cardholder to select or change a PIN, by selecting numbers which represent the user's or cardholder's birth date or letters which are a recognisable part of their names, if immediately before this was done we specifically warned you not to do so and that you might incur liability by doing so;
- (f) by acting with extreme carelessness in failing to protect the security of the PIN;
- (g) where the EFT code requires, that the recording or voluntary disclosure of one or more but not all of the codes forming part of the access method was the dominating contributing cause of the loss.

- 67.3 In these cases, you will be liable for the actual losses which happen before you or an additional cardholder notified us that the card had been misused, lost or stolen or that the security of a PIN forming part of the access method has been breached, but you will not be liable for any of the following amounts:
- (a) that portion of the losses incurred on any one day which exceed the applicable daily withdrawal limits;
  - (b) that portion of the losses incurred in a period which exceeds any other periodic withdrawal limits applicable to that period;
  - (c) that portion of the total losses incurred on any account which exceeds the balance of that account (including any prearranged credit);
  - (d) all losses incurred on any accounts which we and you had not agreed could be accessed using the access method;
  - (e) any losses incurred as a result of conduct we expressly authorised you to engage in;
  - (f) any losses incurred as a result of you disclosing, recording or storing a PIN in a way that is required or recommended for the purposes of using an account access service such as when you provide your codes to an aggregator service or store your codes in an electronic wallet on your computer which is expressly or impliedly promoted, endorsed or authorised by us.
- 67.4 Where we can prove on the balance of probability that you have contributed to the losses by unreasonably delaying notification after becoming aware of the misuse, loss or theft of a card forming part of the access method, or that the security of all the codes forming part of the access method has been breached, you are liable for the actual losses which occur between when you or an additional cardholder became aware (or should reasonably have become aware in the case of a lost or stolen card) and when we were actually notified, but you are not liable for any of the following amounts:
- (a) that portion of the losses incurred on any one day which exceed any applicable daily withdrawal limits;
  - (b) that portion of the losses incurred in a period which exceeds any other periodic withdrawal limits applicable to that period;
  - (c) that portion of the total losses incurred on any account which exceeds the balance of that account;
  - (d) all losses incurred on any accounts which you and we had not agreed could be accessed using the access method.
- 67.5 Where we cannot prove you were liable under clauses 67.2 or 67.4 and a PIN or access number was required to perform the unauthorised transaction, you will be liable for the least of:
- (a) \$150;
  - (b) the balance of those accounts (including any prearranged credit) which you and we have agreed may be accessed using the access method;
  - (c) the actual loss at the time we were notified (where relevant) that the card has been misused, lost or stolen or that the security of the codes forming part of the access method has been breached (excluding that portion of the losses incurred on any one day which exceed any applicable daily withdrawal or other periodical withdrawal limits).
- 67.6 You authorise us to debit any amount for which you are liable under this clause 67 to your account.

## Section K: BPAY®

### 68. About the BPAY® scheme

- 68.1 This section applies if you ask us to make a BPAY® payment on your behalf.
- 68.2 The BPAY® scheme is an electronic payments scheme through which you can ask us to make payments to billers who inform you that you can make BPAY® payments to them through the BPAY® scheme.
- 68.3 We are a member of the BPAY® scheme and we will inform you if we are no longer a member.
- 68.4 You can make BPAY® payments through the BPAY® scheme from a nominated account only if you have access to Bendigo e-banking or Bendigo Phone Banking.
- 68.5 We are not acting as your agent or the agent of the biller when we make a BPAY® payment on your behalf.

### 69. Using the BPAY® scheme

- 69.1 When you tell us to make a BPAY® payment, you must provide us with the following information:
- the account from which the BPAY® payment is to be debited;
  - the BPAY® biller code of the biller to be paid;
  - the amount of the BPAY® payment;
  - the biller customer reference number.
- 69.2 You acknowledge and accept that we are not obliged to effect a BPAY® payment if you do not give to us all of the information or give us inaccurate information.
- 69.3 We will then debit the account you specify with the amount of that BPAY® payment.
- 69.4 We may decide not to make the BPAY® payment if there are insufficient cleared funds in the specified account at the time you have told us to make that payment.

### 70. Payments

- 70.1 We may impose restrictions on the accounts from which a BPAY® payment may be made or impose limits on the amount of BPAY® payments.
- 70.2 We will not accept an instruction to stop a BPAY® payment once you have instructed us to make that BPAY® payment except for future dated payments which can be cancelled before the due payment date.
- 70.3 Billers who participate in the BPAY® scheme have agreed that a BPAY® payment you make will be treated as received by the biller to whom it is directed:
- on the date that you make that BPAY® payment, if you tell us to make the BPAY® payment before our payment cut-off time on a business day (for payment cut-off times see clause 74);
  - on the next business day, if you tell us to make a BPAY® payment after our payment cut-off time on a business day or on a day that is not a business day;
  - on the day or next business day, you have nominated for a scheduled payment to take place.
- 70.4 A delay may occur in the processing of a BPAY® payment where:
- there is a public or bank holiday on the day you tell us to make a BPAY® payment;
  - you tell us to make a BPAY® payment either on a day which is not a business day or after our payment cut-off time on a business day;
  - another financial institution participating in the BPAY® scheme does not comply with its obligations under the BPAY® scheme;
  - a biller fails to comply with its obligations under the BPAY® scheme.
- 70.5 Although a delay in processing a BPAY® payment is not expected to continue for more than one business day, you acknowledge and accept that a delay may continue for a longer period.
- 70.6 If your BPAY® payment has been made using a credit card, there are no chargeback rights available under the card. You must contact the Biller about any goods or services you may have agreed to acquire from the Biller and resolve the dispute directly with the Biller. Even if you have used a credit card to make a payment, you may still have rights under clause 70 or clause 75.

70.7 If you hold insufficient cleared funds in your nominated account on processing day, we will notify you via email. We will attempt again to process your Data Files (subject to available cleared funds) on the following 3 business days.

### **71. Incorrect payment amount to a biller**

71.1 You must ensure that the information in relation to each BPAY® payment is correct. If you discover that you have instructed us to make a payment to a biller for an incorrect amount:

- (a) if the amount you instructed us to pay is greater than the required amount, contact the biller for a refund;
- (b) if the amount is less than the required amount, you should make a further BPAY® payment for the difference.

### **72. When a biller cannot process a payment**

If we are notified that your BPAY® payment cannot be processed by a biller, we will:

- (a) notify you;
- (b) credit your account for the amount of the BPAY® payment;
- (c) if you request, take all reasonable steps to assist you in making the BPAY® payment as quickly as possible.

### **73. Suspension of BPAY®**

We may suspend your right to participate in the BPAY® service at any time if you are suspected of acting in a fraudulent manner.

### **74. Cut-off times**

74.1 If you instruct us to make a BPAY® payment before the time specified below, it will in most cases be treated as having been made on the same day.

#### **Cut-off times:**

Monday to Friday 5pm (Victorian Time)

Saturday, Sunday and Public Holidays processed next business day.

74.2 BPAY® payments may take longer to be credited to a biller if you tell us to make a BPAY® payment on a Saturday, Sunday or public holiday or if the biller does not process a payment as soon as they receive its details.

### **75. Liability for mistaken payments, unauthorised transactions and fraud**

75.1 You must notify us immediately if:

- (a) you become aware that you may have made a mistake (except in relation to the BPAY® payment amount - see clause 66) when instructing us to make a BPAY® payment;
- (b) you did not authorise the BPAY® payment from your account;
- (c) you believe the BPAY® payment was not processed in accordance with your instructions (including delays);
- (d) you think you have been fraudulently induced to make a BPAY® payment.

75.2 We will attempt to rectify any such matters in relation to your BPAY® payment in the way described in this clause. If a BPAY® payment is made on your account without your knowledge or consent, liability for the unauthorised BPAY® payment will be determined in accordance with clause 66. Otherwise, except as set out in this clause, we will not be liable for any loss or damage you suffer as a result of using the BPAY® scheme.

75.3 If a BPAY® payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your account has been debited with the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount within 20 business days of us attempting to do so from the person who received the amount of that payment, you must pay us that amount and you authorise us to debit that amount to your account.

75.4 If a BPAY® payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment, and you authorise us to debit that amount to your account, if:

- (a) we cannot recover that amount within 20 business days of us attempting to do so from the person who received it; and
- (b) the payment was made as a result of a payment direction which did not comply with any requirements we may have for such payment direction.

- 75.5 If a BPAY® payment is induced by the fraud of a person involved in the BPAY® Scheme, then that person should refund you the amount of the fraud induced payment. However, if that person does not refund you the amount of the fraud induced payment, you must bear that loss (and you authorise us to debit the amount of the payment to your account) unless some other person involved in the BPAY® scheme knew of the fraud or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for you of the fraud induced payment.
- 75.6 If a BPAY® payment you have made falls within the type described in clauses 75.3, 75.4 and 75.5, then we will apply the principles set out in clause 75.4. If a BPAY® payment you have made falls within both the types described in clauses 75.3 and 75.5, then we will apply the principles set out in clause 75.5.
- 75.7 You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us arising directly or indirectly because you:
- (a) did not observe any of your obligations under the terms and conditions in this section;
  - (b) acted negligently or fraudulently in connection with the other terms and conditions of your account.
- 75.8 If you tell us that a BPAY® payment made from your account is unauthorised, you must first give us your written consent addressed to the biller who received that BPAY® payment, consenting to us obtaining from the biller information about your account with that biller or the BPAY® payment, including your customer reference number and such information as we reasonably require to investigate the BPAY® payment. We are not obliged to investigate or rectify any BPAY® payment if you do not give us this consent. If you do not give us that consent, the biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY® payment.
- 75.9 We are not liable for any consequential loss or damage you suffer as a result of using the BPAY® scheme other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded restricted or modified at all or only to a limited extent.

## Section L: BPAY View®

This section applies if you use the BPAY View® service.

### 76. About the BPAY View® service

The BPAY View® service is a feature of the BPAY® system that allows you to receive bills and statements online. Bills and statements are delivered via email and you will receive a message when you log on to Bendigo e-banking. BPAY View® is only available if you have access to Bendigo e-banking.

### 77. Registering/Deregistering for the BPAY View® service

You need to register in order to use BPAY View® . You register by logging on to Bendigo e-banking at [www.bendigobank.com.au](http://www.bendigobank.com.au) (e.g. following the prompts). BPAY View® is only available from the time we notify you of its availability. You must have a current valid email address to register for this service.

### 78. Security token

- 78.1 In order to gain access to the BPAY View® service you will be required to use a security token. A security token is an additional security feature to prevent unauthorised access to your account. A fee will apply to this service. Loss or damage to your security token may incur a replacement fee. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates. If you have obtained a security token in connection with the e-banking service, you can use the same security token for BPAY View® .
- 78.2 Your security token is used to authenticate BPAY View® and the delivery of your bills and bill information via Bendigo e-banking and involves the use of a PIN to generate authentication codes. You acknowledge and accept that in conjunction with your e-banking access ID and PIN:
- (a) the security token we issue you, together with your selected PIN is the means by which you access BPAY View® ;
  - (b) anyone using your security token and PIN will be able to have access to BPAY View® .
- 78.3 You authorise us to act upon all instructions given to us using your security token subject to any other provision of these terms and conditions, you are liable for any such instructions.

## **79. Protecting your security token and PIN**

79.1 The security of your security token and PIN is very important. You must ensure that you:

- (a) keep your security token and PIN secure and protected;
- (b) do not tell anyone your PIN;
- (c) do not record your PIN anywhere, in electronic or written form;
- (d) do not select a PIN that is easily identified with you (e.g. your date of birth, your name or part of it or your phone number);
- (e) do not select a PIN that is a common or easily guessed combination (e.g. repeated or consecutive numbers such as 5555 or 1234);
- (f) do not provide your PIN or security token to any person (including a family member or a friend);
- (g) do not allow any unauthorised person to observe or hear your PIN.

79.2 You must:

- (a) keep your security token in a safe place;
- (b) check regularly that you have your security token in your possession.

## **80. Cancellation of BPAY View®**

80.1 We may at our absolute discretion cancel your access to BPAY View® at any time without notice to you. Without limiting the circumstances in which we may cancel access, we may cancel access if:

- (a) we believe either your security token or your PIN is being used, or will be used, in a way that will cause loss to you or us;
- (b) you breach any of these terms and conditions;
- (c) you do not use Bendigo e-banking for six months; or
- (d) the security or quality of the service is threatened.

80.2 If we cancel your access to BPAY View® we will notify you as soon as possible.

## **81. Nominating BPAY View® Billers**

You must nominate the BPAY View® Billers you wish to receive bills and statements from and that you are entitled to receive that bill or statement. You can delete a BPAY View® Biller from your list of nominated BPAY View® Billers at any time. Deletion is effective immediately and the Biller will be notified.

## **82. Collection and disclosure of personal information**

82.1 You authorise us to disclose to the BPAY View® Billers nominated by you:

- (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable BPAY View® Billers to verify that you can receive bills and statements electronically using BPAY View® (or telling them if you cease to do so); and
- (b) that an event referred to in clauses 85(b), 85(c), 85(d), 85(e), 85(f) or 85(g) has occurred.

82.2 You authorise us or a nominated BPAY View® Biller (as appropriate) to collect data about whether you access your emails, Bendigo e-banking and any link to a bill or statement.

## **83. Notice of bills or statements**

83.1 If you register for access to BPAY View®, you will receive bills and statements electronically and you agree that this satisfies the legal obligations (if any) of a BPAY View® Biller to give you bills and statements. For the purpose of this clause we act as the agent for each BPAY View® Biller nominated by you in providing the message or e-mail containing or linking to the bill or statement.

83.2 If you receive a Secure Email notifying you that you have a bill or statement, then that bill or statement is received by you:

- (a) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
- (b) at the email address nominated by you.

83.3 If you receive notification of a bill or a statement via a message when you log on to Bendigo e-banking (i.e. without an email) then that bill or statement is received by you:

- (a) when the notification is available through Bendigo e-banking, whether or not you choose to access Bendigo e-banking; and
- (b) at Bendigo e-banking.

83.4 Bills and statements delivered to you will remain accessible through Bendigo e-banking for the period determined by the BPAY View® Biller, up to a maximum of 18 months. If you do not use Bendigo e-banking for six months we may determine that you are not actively using BPAY View® and may delete all bills and statements at any time after making that determination.

#### 84. Your obligations

You must:

- (a) contact the BPAY View® Biller direct if you have any queries in relation to bills or statements;
- (b) check your emails or log on to Bendigo e-banking at least once a week;
- (c) tell us if you are unable to gain access to your email or Bendigo e-banking or a link to a bill or statement for any reason;
- (d) ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available); and
- (e) tell us if your contact details (including email address) change.

#### 85. Paper bills and statements

You may receive paper bills and statements from a BPAY View® Biller instead of electronic bills and statements:

- (a) if you request a BPAY View® Biller to provide paper bills and statements (a fee may be charged by the applicable BPAY View® Biller for supplying the paper bill or statement to you if you ask for this in addition to the electronic form);
- (b) if you de-register from BPAY View® ;
- (c) if the BPAY View® Biller ceases to participate in the BPAY® scheme;
- (d) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;

- (e) if your email address is incorrect or cannot be found and/or your email is returned to us undelivered;
- (f) if we are aware that you are unable to gain access to your email or Bendigo e-banking or a link to a bill or statement for any reason;
- (g) if any function necessary to facilitate BPAY View® malfunctions or is not available for any reason for an extended period.

#### 86. BPAY View® billing errors

86.1 You agree that if a BPAY View® billing error occurs:

- (a) you must immediately upon becoming aware of the BPAY View® billing error take all reasonable steps to minimise any loss or damage caused by the BPAY View® billing error, including contacting the applicable BPAY View® Biller and obtaining a correct copy of the bill;
- (b) the party who caused the BPAY View® billing error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable BPAY View® Biller due to any consequential late payment and as a result of the billing error.

86.2 You agree that for the purpose of this clause you are responsible for a BPAY View® billing error if the BPAY View® billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View® .

## Section M: Automatic Payment

This section applies if you arrange for automatic payments to be made out of your account. Automatic payments are not available on all accounts. The Key Features Tables starting on page 3 indicate the accounts for which they are available.

### 87. Types of Automatic Payment

If you give us authority, we can have regular payments made automatically out of your account on pre-set dates, advised by you. This type of payment is called a "periodical payment", "direct debit" or "sweep facility".

The difference between these payment methods is:

- (a) we make periodical payments from your account to another account with us or with another financial institution or to a third party. To do this we need you to call into one of our branches to give us your instructions;
- (b) a company, organisation or fund, sends direct debits to your account according to an authority which you need to set up through the company, organisation or fund receiving the money, allowing us to make these payments;
- (c) a sweep facility allows us to transfer payment from your nominated account with us to a Bendigo Visa credit card or Bendigo MasterCard credit card. To do this, we need you to call into one of our branches to give us your instructions;
- (d) we make a sweep payment from your account to another account with us. To do this, we need you to call into one of our branches to give us your instructions.

### 88. Arranging an Automatic Payment

- 88.1 If the automatic payment is a direct debit, the biller will supply you with a Direct Debit Request Service Agreement for you to complete and sign to provide them with this authority.
- 88.2 You can arrange a periodical payment or sweep facility at any time by coming into one of our branches. You are only required to visit a branch the first time you set up the facility.
- 88.3 You must give us the information we require to enable us to make an automatic payment. This information may include the BSB and account numbers, and account name of the accounts from and to which payments are to be made. You

must check that all information you give to us is correct (including, but not limited to, the BSB and the account number). We do not check and are not responsible for checking that any information you give to us is correct, including whether the BSB and account numbers correspond to the account name which you advise us. You are liable for any payment we carry out in accordance with your instructions.

### 89. Timing of the Automatic Payment

- 89.1 If the automatic payment is a direct debit, the details regarding timing of the payment will be outlined in the Direct Debit Request Service Agreement your biller has supplied to you.
- 89.2 If the automatic payment is a periodical payment or sweep facility we will process the payment in accordance with our agreement with you at the time the periodical payment or sweep facility is established.
- 89.3 You must ensure that you have sufficient cleared funds available in your account from which a payment will be made, to enable that payment to be made. If the payment date falls on a day other than a business day, those funds must be available by 10am (Victorian Time) on the previous day.
- 89.4 If you have insufficient funds in your account, any direct debits may be returned unpaid (dishonoured) to the originating third party.
- 89.5 However we will attempt to make periodical payments from your account before 8am (Victorian Time) for three consecutive days. Another attempt will be made on the fourth day and if still unsuccessful, you will be notified in writing that no more attempts will be made and you should call into one of our branches to arrange payment.
- 89.6 To transfer payment via a sweep facility on the payment due date. Only one attempt will be made and if unsuccessful you will be notified in writing that no more attempts will be made and you should call into one of our branches to arrange payment.
- 89.7 A fee will be debited to your account in these circumstances. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates. If you have insufficient funds in your account on three consecutive payment due dates, the authority will be cancelled and you will be notified in writing.

89.8 Subject to these conditions, when you instruct us to make a payment to an account held with another financial institution, we will endeavour to make that payment to the BSB number and account number you advise us. If you give us instructions to make a payment on a business day after 10am on that business day, we may process that payment the following business day.

## 90. Liability

90.1 To the extent permitted by law and subject to any other provisions of these terms and conditions, we are not liable for any loss or damage you suffer as a result of using the Automatic Payment facility or any delay, omission or failure in respect of any payment. Without limitation, this includes, if you request us to make a payment to an account held with another financial institution:

- (a) any delay or failure to make a payment which results in a technical failure in the system we use to make a payment from your account with us to another financial institution; and
- (b) any omission, delay or failure on the part of the other financial institution in processing that payment.

90.2 If we debit or credit your account under an Automatic Payment arrangement we are not acting as your agent or the agent of another person. We are not liable for any loss or damage to you from us not acting as you require.

## Section N: Pay Anyone Service

This section applies if you use the Pay Anyone Service.

### 91. About the Pay Anyone Service

- 91.1 The Pay Anyone Service is an online service that allows you to transfer funds directly to any account at any financial institution within Australia that is identified by a valid BSB number and account number. You can only transfer funds using the Pay Anyone Service if you have access to Bendigo e-banking.
- 91.2 Application for access to the Pay Anyone Service will require you to purchase a security token. A fee will apply to this service. Loss or damage to your security token may incur a replacement fee. Current fees and charges are set out in See the Schedule of Fees, Charges and Transaction Account Rebates.
- 91.3 Once activated, you can arrange to set up regular and future dated transfers to any account at any financial institution within Australia that is identified by a valid BSB number and account number.

### 92. Registering/deregistering for the Pay Anyone Service

- 92.1 You can phone **1300 BENDIGO** (1300 236 344) to register for the Pay Anyone Service. On registration, you will be required to set a daily Pay Anyone limit. You can only register on the phone for a daily Pay Anyone limit up to \$5,000. For limits in excess of \$5,000 you will be required to complete an application form at your local branch.
- 92.2 You may disable (or deregister) your access or the access of your authorised user to the Pay Anyone Service by phoning **1300 BENDIGO** (1300 236 344) or by calling 1800 035 383 outside Customer Contact and Care business hours of operation. Your authorised user may disable (or deregister) their access at any time without your consent.

### 93. Using the Pay Anyone Service

- 93.1 When you tell us to make a Pay Anyone Service transfer, you must provide us with the following information:
  - (a) the account from which you want us to debit the Pay Anyone Service transfer;
  - (b) the correct account number of the person or business to whom you wish to transfer funds;

- (c) the correct BSB number of the financial institution at which the account to whom you wish to transfer funds, is held;
- (d) the amount of the Pay Anyone Service transfer;
- (e) reference number.

- 93.2 You acknowledge and accept that we are not obliged to effect a Pay Anyone Service transfer if you do not give us all of the above information or if any of the information is inaccurate.
- 93.3 You authorise us to debit the nominated account you specify with the amount of that Pay Anyone Service transfer.
- 93.4 **Warning:** Some banks do not cross check the account number with the account name, which may lead to your payment being placed into the wrong account, if you enter an incorrect account number. You must ensure that the account number is correct. We will not be liable for any loss as a result of you entering the wrong account number.

### 94. Security tokens

- 94.1 We will issue you with a security token as an added security feature to prevent unauthorised access to your nominated account and to enable you to make Pay Anyone Service transfers via Bendigo e-banking securely.
- 94.2 When we issue you with a security token, you authorise us to act on all instructions we receive using your security token.
- 94.3 Your security token is used to authenticate Pay Anyone Service transfers made via Bendigo e-banking. Use of your security token is your electronic authorisation of transactions and suitable care and responsibility must be taken regarding its use and access.
- 94.4 You must ensure that the PIN you select for your security token is not disclosed to any unauthorised person. If you fail to comply, we shall be immediately entitled to cancel your use of the Pay Anyone Service via Bendigo e-banking.

### 95. Payments

- 95.1 We may impose restrictions on the accounts from which a Pay Anyone Service transfer may be made or impose limits on the amount of a Pay Anyone Service transfer.
- 95.2 We may decide not to make a payment if there are insufficient funds available for withdrawal in the specified nominated account to be debited on the due payment date.

- 95.3 A delay may occur in the processing of a Pay Anyone Service transfer where:
- (a) there is a public or bank holiday on the day you instruct us to make a Pay Anyone Service transfer;
  - (b) you instruct us to make a Pay Anyone Service transfer on a day which is not a business day or after our payment cut off time on a business day.
- 95.4 If you hold insufficient cleared funds in your nominated account on processing day, we will notify you via email. We will attempt again to process your Data Files (subject to available cleared funds) on the following 3 business days.
- 95.5 Regardless of when an immediate Pay Anyone transfer is made, the account from which you want us to debit the Pay Anyone transfer will be debited immediately.

### 96. If a transfer amount is incorrect

You must ensure that the information you give us in relation to each Pay Anyone Service transfer is correct. If you discover that we have been instructed to make a transfer for an incorrect amount:

- (a) if the amount transferred is greater than the required amount, contact the person or business to whom the funds were transferred to obtain a refund for the excess;
- (b) if the amount transferred is less than the required amount, you can simply make a further Pay Anyone Service transfer for the difference.

### 97. Suspension of the Pay Anyone Service

We may suspend your right to use the Pay Anyone Service at any time if you are suspected of acting in a fraudulent manner.

### 98. Limit Reductions

We may reduce your Pay Anyone daily limit if you do not use any or part of your limit over a period of time. We will notify you in writing at least 20 days before taking such action.

### 99. Cut-off times

- 99.1 If you instruct us to transfer funds before the time specified below, the transfer will be processed overnight on that business day. Subject to the financial institution to whom the funds are being transferred, the payment will in most cases settle on the next business day.

#### Cut-off times:

Monday to Friday 3.30pm (Victorian Time)

Saturday, Sunday and Public Holidays: processed next business day.

99.2 Pay Anyone Service transfers may take longer to be credited if you tell us to make a Pay Anyone Service transfer on a Saturday, Sunday or public holiday or if the financial institution does not process a payment as soon as they receive its details.

**100. Liability for mistaken payments, unauthorised transactions and fraud**

100.1 You must notify us immediately if:

- (a) you become aware that you may have made a mistake (except in relation to the Pay Anyone Service transfer amount - see clause 95 above), when instructing us to make a Pay Anyone Service transfer;
- (b) you did not authorise the Pay Anyone Service transfer from your account;
- (c) you believe a Pay Anyone Service transfer was not processed in accordance with your instructions (including delays);
- (d) you think you have been fraudulently induced to make a Pay Anyone Service transfer.

100.2 We will attempt to rectify any such matters in relation to your Pay Anyone Service transfer in the way described in this clause. Except as set out in this clause, we will not be liable for any loss or damage you suffer as a result of using the Pay Anyone Service.

100.3 You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us arising directly or indirectly because you:

- (a) did not observe any of your obligations under the terms and conditions in this section; or
- (b) acted negligently or fraudulently in connection with the other terms and conditions.

100.4 If a Pay Anyone Service transfer that was authorised by you is made to a person or for an amount which is not in accordance with the instructions given to us, and your account has been debited for the amount of that transfer, after our investigation, we will attempt to provide a reimbursement to your account if the number to be credited was not in accordance with your instructions.

100.5 If you authorised a Pay Anyone Service transfer and you later discover you made a mistake in the instruction and we cannot recover the Pay Anyone Service transfer from the person or business who received it within 20 business days of us attempting to do so, you must pay us that amount and you authorise us to debit that amount to your account.

100.6 We are not liable for any consequential loss or damage you suffer as a result of using the Pay Anyone Service other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.

## Section O: Bendigo Bulk Payments

### 101. Bendigo Bulk Payments

101.1 Bendigo Bulk Payments is an on-line service available to eligible business customers. It enables you to lodge data files electronically using Bendigo e-banking for crediting to accounts held by third party recipients (for example, your employees or creditors) with any Australian financial institution participating in BECS. Most major financial institutions participate in BECS.

101.2 It also enables your funds to be debited from your nominated account and credited to your recipients' accounts quickly, efficiently and securely. You can make any number of payments to your recipients at one time, with only one total debit shown against your nominated account. We can process direct credit entries such as payroll, creditor/supplier payments or landlord disbursements after lodgment of your Data Files using Bendigo e-banking.

### 102. Registering for Bendigo Bulk Payments

102.1 To be eligible for Bendigo Bulk Payments:

- (a) you must have access to Bendigo e-banking;
- (b) you must be a registered business, which we define as a company (i.e. your company's name ends in Pty Ltd or Ltd) or a trading entity (ie your business name includes t/as);
- (c) you must have a registered business number; and
- (d) you must complete a Bendigo Bulk Payments Application Form and a Bendigo Bulk Payments Direct Debit Form. The Application Form contains provision for dual application, which means that you can register two authorised signatories as a security checking mechanism. The identity of these persons can be changed by you from time to time.

102.2 If we approve your application, we will register you with APCA and obtain a user ID number for you, which allows us to exchange direct entry work in BECS.

102.3 It takes a minimum of 10 business days after we have received your completed application before you can commence using Bendigo Bulk Payments.

102.4 You must be able to create your Data Files using ABA format. If your business uses software which creates Data Files using ABA format, you will not need to obtain additional software. Most accounting/payroll packages provide for ABA format files to be created. If you are unsure as to the capabilities of your software, please contact your software vendor directly.

If your software package is unable to create Data Files using ABA format, please phone us on (03) 8414 7727.

We are able to provide our Quick\*Link™ ABA software to you if required. This software enables you to create ABA format files if your accounting/payroll package cannot do so. There is a fee for the purchase of the Quick\*Link™ ABA software. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates.

### 103. Using Bendigo Bulk Payments

103.1 Your Data Files are lodged electronically via Bendigo e-banking.

103.2 You cannot recall your Data Files after lodgment via Bendigo e-banking.

103.3 If your Data Files are lodged with us by cut-off time, they will be processed that day (unless you nominate a later date). Cut-off Time is 5.30pm (Victorian time) on any business day.

103.4 If your Data Files are either lodged on a day that is not a business day or after cut-off time, they will be processed on the following business day (unless you nominate a later date).

103.5 On processing day, the amounts in your Data Files will be debited from your nominated account in a one-withdrawal transaction (i.e. only one total debit will be shown) and credited to your recipients' accounts. Those funds will then be available for withdrawal from your recipients' accounts. Generally, amounts will be credited to recipients' accounts overnight however, this is subject to individual arrangements between us and the recipients' financial institution.

103.6 If you hold insufficient cleared funds in your nominated account on processing day, we will notify you via email. We will attempt again to process your Data Files (subject to available cleared funds) on the following 3 calendar days.

103.7 To prevent delays or complications arising in the processing of your Data Files, you must ensure that:

- (a) you have provided us with correct details of the accounts held by your recipients, including BSB numbers, account numbers and account names; and
- (b) you hold sufficient cleared funds in your nominated account to cover the total amount of transactions contained within your Data Files.

103.8 You must use a security token to authenticate payments made via Bendigo Bulk Payments. The provisions in clause 94 in relation to the use of security tokens for the Pay Anyone Service apply equally to Bendigo Bulk Payments.

103.9 You are responsible for completing all administration tasks relating to Direct Crediting including dealing with requests for amendments including switching of accounts.

#### 104. Rejections

If your Data Files have been processed via Bendigo Bulk Payments and rejections occur as a result of an action taken, or not taken by your recipients' financial institution, it is that financial institution's responsibility to return the rejected credit item correctly to your nominated account (i.e. re-credit your nominated account). The rejected credit item will normally be returned to your nominated account within 3 business days of the original processing day. We do not advise you of the details of any rejections received from Data Files processed on your behalf.

#### 105. Bulk Electronic Clearing System

105.1 Bendigo Bulk Payments forms part of BECS and is subject to the regulations set by APCA. In order to use Bendigo Bulk Payments you must comply with these regulations.

105.2 As your "Sponsor", we are responsible for ensuring that you meet all requirements and regulations set by APCA. We will advise you of any material changes that affect you.

105.3 You must comply with any instruction issued by us on behalf of APCA. You must hold sufficient cleared funds in your nominated account to cover the transactions contained within your Data Files. We may decide not to make any payment if there are insufficient funds available for withdrawal in your nominated account to be debited on the processing date.

105.4 You are responsible for the controls for data integrity, duplication instruction extraction, file transmission and delivery of Data Files. You must ensure that all Data Files comply with the data specifications which we may notify to you in writing.

105.5 You warrant as to the authenticity and accuracy of all materials and information in your Data Files. It is your responsibility to ensure that all information contained in your Data Files is correct. We are not required at any time to verify or check (or be held liable as a result) the amount of the actual transactions in your Data Files.

105.6 You must be able to reconstruct your Data Files which may become corrupted. Where Data Files are corrupted, we may request you to supply a duplicate of the Data Files and to deliver a reconstruction of the Data Files to any nominated place.

#### 106. Liability

The indemnity and liability provisions contained in this section apply in their entirety as if the words "Pay Anyone" were replaced by the words "Bendigo Bulk Payments".

If you did not receive the Schedule of Fees, Charges and Transaction Account Rebates or the Schedule of Interest Rates for Business Accounts with this document, please contact your nearest branch or phone **1300 BENDIGO** (1300 236 344) to arrange for them to be sent to you.

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This document must be read in conjunction with Schedule of Fees, Charges and Transaction Account Rebates  
and the Schedule of Interest Rates for Business Accounts.  
Bendigo and Adelaide Bank Limited, The Bendigo Centre, Bendigo VIC 3550 ABN 11 068 049 178. AFSL No. 237879.