

# Bendigo Cash Solutions Term Deposit Account

Terms and Conditions

15 May 2025

Via Adviser or Custodian

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## General information

### Risk and interest rate risk

All financial products carry risk and different products may carry different risks depending on the nature of that product. You should consider your level of risk tolerance prior to investing and should have regard to your own investment objectives, circumstances and needs, and consider the need for professional advice, including taxation and legal advice.

The most significant risk associated with the Bendigo Cash Solutions Term Deposit Account is interest rate risk. As the interest rate is fixed there is a risk that interest rates applying to alternative investments may increase during the term of your investment in which case you may forgo potential higher returns on your funds.

### Restricted access to funds

You should note that if you wish to withdraw or transfer funds from your Bendigo Cash Solutions Term Deposit Account before your investment matures or after the 7 day grace period from the date your investment matures, you are required to give 31 days notice and the withdrawal or transfer may not be permitted for up to 31 days (or the next maturity date if sooner). Your investment return may also be reduced.

### Commission

If your Bendigo Cash Solutions Term Deposit Account is opened through your Adviser, we may pay commission to your Adviser based on the deposit balance of your Bendigo Cash Solutions Term Deposit Account and the percentage of commission charged. Commission is deducted from the total interest we pay on your Bendigo Cash Solutions Term Deposit Account. The amount of commission charged by your Adviser directly affects the interest rate received by you on your Bendigo Cash Solutions Term Deposit Account.

As an example: We offer an 'all-up' (total) interest rate of 5.00% p.a. on the Bendigo Cash Solutions Term Deposit Account to your Adviser. If your Adviser takes a 0.25% p.a. commission the interest rate received by you will be 4.75% p.a. Please note, examples are used for illustrative purposes only.

Additional commissions or incentive payments are inclusive of GST and may also be provided to an Adviser or entity that refers you to this Bendigo Cash Solutions Term Deposit Account, or the company that operates the financial adviser group to which the Adviser belongs. Your Adviser may give you further information about benefits received by them (such as commission) when providing you with financial product advice or arranging for your Bendigo Cash Solutions Term Deposit Account to be opened.

Where prohibited by law, including the *Corporations Act 2001* (Cth), we will not pay any commissions, fees or soft dollar benefits to Advisers and related parties.

Commission may also be payable to a Custodian as described above.

### Taxation

All income that you receive in relation to your Bendigo Cash Solutions Term Deposit Account will be assessable income for taxation purposes unless you are exempt from income tax. You may wish to seek independent taxation advice before choosing to open a Bendigo Cash Solutions Term Deposit Account.

### Centrelink benefits

Bank accounts are subject to both income and assets tests, and therefore a deposit with us may affect your entitlement to Centrelink benefits. We recommend that you seek independent financial advice before choosing to open a Bendigo Cash Solutions Term Deposit Account.

### Financial difficulty

If you are experiencing financial difficulty, you should promptly contact us and tell us.

*This page does not form part of the terms and conditions for a Bendigo Cash Solutions Term Deposit Account.*

# Bendigo Cash Solutions Term Deposit Account Terms and Conditions

## Important!

Some words in this document have a specific meaning – see ‘Understanding these Terms and Conditions’ at the end of this document.

Also, you should read this document together with our Fees and Charges Documents and our Bendigo Payment Facilities Terms and Conditions, which are available on our website at [www.bendigobank.com.au/disclosure-documents](http://www.bendigobank.com.au/disclosure-documents) and on request.

## 1. These Terms and Conditions

These Terms and Conditions apply to each Account.

An Account can only be opened through an Adviser or by a Custodian.

If your Account is opened through your Adviser:

- your Account will be opened in your name;
- you will be taken to have agreed to these Terms and Conditions when you apply for an Account or, if your Adviser opens your Account on your behalf and you do not sign an application form, your Adviser will be taken to have agreed to these Terms and Conditions on your behalf;
- your Adviser and Adviser Firm may transact on your Account on your behalf as Authorised Operators (see ‘Third party access to your Account and operating instructions’ below); and
- you agree that we may pay your Adviser a commission.

If your Adviser opens an Account on your behalf and you do not sign an Account application form, we will not accept a request by you to transact directly on the Account unless your Adviser provides us with authorisation, you sign an Account application form and you meet our identification requirements.

In addition, our Bendigo Payment Facilities Terms and Conditions will apply to any Payment Facilities we make available to you. By using a Payment Facility for the first time, you agree to the Bendigo Payment Facilities Terms and Conditions.

Our Bendigo Payment Facilities Terms and Conditions are available on our website at [www.bendigobank.com.au/disclosure-documents](http://www.bendigobank.com.au/disclosure-documents) and on request.

If an Account is opened by a Custodian (for example, where the investment in the Account is made through or on behalf of an investor by a provider of margin loans or its nominee(s), a master trust, wrap account or other investor directed portfolio-type service):

- the Account holder is the Custodian;
- by opening the Account you (the Custodian) agree to these Terms and Conditions;
- you (the Custodian) may transact on and operate the Account as set out in these Terms and Conditions;
- the Custodian Investor may not access, transact on or operate the Account other than through the Custodian;
- no Payment Facilities are available to you (the Custodian) or the Custodian Investor in relation to the Account;
- the Custodian Investor does not have any rights directly against us in relation to the Account and has no rights or benefits under the Financial Claims Scheme;

- the relationship and rights and obligations of the Custodian Investor in connection with the Account (including any procedures for making investments and withdrawals, cooling off periods, cut-off times for transacting, timing for distributions, additional fees and costs and investor reporting) are to be determined based on the terms of the arrangement between the Custodian and the Custodian Investor; and
- to the maximum extent permitted by law, we are not responsible for and are not liable to the Custodian Investor in respect of the operation of the Account by you (the Custodian).

#### **Important!**

We may make changes to these Terms and Conditions from time to time without your consent. See 'Changes we may make without your consent' below for more information.

## **2. Banking Code of Practice**

The relevant provisions of the Banking Code of Practice apply to your Account if you opened your Account through an Adviser.

The Banking Code of Practice does not apply to an Account if it is opened by a Custodian.

The Banking Code of Practice is available by contacting us or on our website at [www.bendigobank.com.au](http://www.bendigobank.com.au).

## **3. Our support commitment**

We are committed to improved support for financially vulnerable customers, staff, suppliers, and our wider community. We recognise financial abuse can happen to anyone and may also include forms of family and domestic violence or elder abuse.

Our products and services must not be used to engage in financial or other abuse.

Examples of this conduct include, but are not limited to:

- making defamatory, harassing or discriminatory comments to any person, including through payment descriptions or references;
- using or encouraging threatening or abusive language;
- engaging in coercive or controlling behaviour, e.g. to restrict a person's account access or use of funds; or
- promoting or encouraging physical or mental harm to any person.

We may take steps to investigate circumstances where we reasonably believe any product or service is being used in this way.

We can take action, for example to close, stop, suspend, or deny access or use of our products or services, or to block or decline payments or payment methods, if we reasonably consider it necessary to protect you or another person from financial or other abuse. This is in addition to any other rights we may have under these Terms and Conditions. You should be aware that we may not be able to provide you prior notice before taking such action.

## **4. Payment Facilities**

No Payment Facilities are available for an Account that has been opened by a Custodian for a Custodian Investor.

Otherwise, the following Payment Facilities are available for use with an Account:

- Bendigo e-banking (information access only); and
- Bendigo Phone Banking (information access only).

On request or instruction from you or your Adviser, we may issue a Payment Facility to you or an Authorised Signatory or Authorised User for the purpose of you accessing information about your Account.

Payment Facilities are not available for Authorised Operators (see 'Third party access to your Account and operating instructions' below).

You authorise us to credit or debit (as the case may be) your Account with all transactions performed using a Payment Facility that we make available for use with your Account and agree that you will be responsible and liable for these transactions in accordance with our Bendigo Payment Facilities Terms and Conditions and, where it applies, the ePayments Code.

We may change the Payment Facilities that are available for your Account from time to time. See 'Notice of changes' below for information about notice we will give you of changes.

## 5. Financial Claims Scheme

The Financial Claims Scheme guarantees deposits with authorised deposit-taking institutions (ADIs) in Australia and allows quick access to deposits if the ADI becomes insolvent.

Where an Account has been opened by a Custodian, the Custodian Investor will not be entitled to any payment under the Financial Claims Scheme. Otherwise, you may be entitled to a payment under the Financial Claims Scheme in the event we become insolvent.

Payments under the Financial Claims Scheme are subject to a limit for each depositor and eligibility criteria. Information about the Financial Claims Scheme can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au).

## 6. Key Features Table

The following table sets out the main features that apply to your Account:

Key Features	
Feature	Summary
<b>Account access</b>	Funds are fixed during the investment term and 31 days notice is required before a withdrawal is permitted unless the Account is within the Grace Period (the 7 days after a maturity date).
<b>Investment terms available</b>	1 month to 5 years
<b>Method of interest calculation</b>	Daily on closing balance of Account
<b>Available interest payment frequencies</b>	For terms of less than 6 months, interest is paid at maturity. For terms of 6 months to less than 1 year, you may choose to have interest paid monthly or at maturity. For terms of 1 year or more, you can choose to have interest paid monthly, quarterly, half-yearly or annually. If no interest payment option is selected, interest will be paid at the maximum available interest payment frequency for the chosen investment term.
<b>Interest payment options</b>	<ul style="list-style-type: none"> <li>· Transfer to a nominated Bendigo Bank account.</li> <li>· Transfer to a non-Bendigo Bank account (subject to other financial institution deposit requirements).</li> <li>· Credited (reinvested) into your Account.</li> </ul>
<b>Transactions</b>	Deposits are not permitted during the term other than during Grace Periods. Withdrawals can be made during the term subject to an interest rate reduction. Refer to 'Early withdrawals' below.
<b>Minimum balance to open</b>	\$5,000
<b>Minimum balance to maintain</b>	\$5,000
<b>Statement options</b>	Paper or eStatements
<b>Statement frequency</b>	At least every six months.
<b>Eligibility criteria</b>	Must be 18 years of age or older. Any individual or entity who is an Account holder, Authorised Operator, Authorised Signatory or Authorised User must reside in Australia.

## **7. Opening an Account**

### **7.1 How to open an Account**

Applications for an Account must be signed by you or by an Adviser on your behalf and submitted by an Adviser or by a Custodian in the form we require.

If your Adviser opens an Account on your behalf, you will only be able to access the Account through your Adviser unless you provide us with authorisation for you to operate your Account along with or instead of your Adviser and you meet identification requirements.

All information we request must be provided to us including details of your chosen investment term, interest payment frequency and interest payment option.

Subject to the requirements of any law, acting reasonably, we may refuse to open or provide you with an Account in our discretion.

### **7.2 Eligibility**

Accounts may be opened in the name of an Account holder who resides in Australia and is:

- an individual who is 18 years of age or older;
- a company;
- a partnership;
- a trustee of a trust (including a self-managed super fund);
- the executor or administrator of a deceased estate;
- an association;
- a co-operative; or
- a Custodian.

### **7.3 Minimum initial investment and ongoing balance**

The minimum initial investment amount to open an Account is \$5,000.

The minimum balance to maintain your Account is \$5,000.

If the credit balance of your Account falls below \$5,000:

- we will not pay any interest on the Account balance (while it remains below \$5,000); and
- we may close the Account (see 'Closing or suspending your Account' below).

### **7.4 Availability of funds**

Funds deposited into your Account are available at call during a Grace Period. Otherwise, you are required to give us 31 days' notice of your intention to withdraw funds and we may delay any withdrawal or transfer request until that notice period has elapsed (see 'Early Withdrawals' below).

### **7.5 Identity verification**

We are required by law to verify your identity before opening an Account.

So that we can verify your identity we may ask you to provide us with information or documents such as your name, residential address and, for individuals, your date of birth and identification documentation. For some types of entities, we may also require details of office holders such as directors, shareholders and beneficial owners.

If you don't provide us with the correct and complete identification information or documents that we request, we will not be able to provide you with an Account.

We may require that original identification documents be provided to us or we may choose to accept copies that have been certified by a solicitor, Justice of the Peace or other certifier acceptable to us.

Special processes may apply to help verify the identity of persons with Aboriginal or Torres Strait Islander heritage. Please tell us if this applies to you.

You agree that as part of our verification of your identity we may seek and collect information about you from independent sources and third-party service providers.

## **7.6 Accounts for trusts**

If you open an Account in your capacity as trustee of a trust, we may at any time request that you provide us with information or documents about the trust, the purpose of the trust, the beneficiaries of the trust, the reason for opening the Account or the purposes for which the Account will be or is being used.

If we request such information or documents, you must promptly provide them to us and we may decide not to open the Account (if it has not yet been opened) or to suspend or restrict the Account (if the Account is already open) until we are provided with the requested information or documents.

If you open an Account in your capacity as trustee of a trust:

- we are not taken to be aware of the terms of the trust, including the validity of the trust;
- we are not required to verify that any transactions you carry out on the Account are authorised by the trust or for the benefit of the beneficiaries of the trust; and
- you indemnify us against any claim made against us in relation to, or arising out of, the trust, both personally and in your capacity as trustee.

## **7.7 Tax File Number**

You are not required to provide your Tax File Number (TFN) or TFN exemption details to us in relation to your Account. However, if you do not provide your TFN or TFN exemption details to us (or if you do not have a TFN and do not qualify for any TFN exemption) we may be required by law to deduct withholding tax from any interest payable by us in relation to your Account.

Australian companies and certain other business entities may supply an Australian business number (ABN) instead of a TFN.

If your Account is a Joint Account we may be required to deduct withholding tax from any interest payable by us in relation to the Account if any Account holder has not provided their TFN, applicable TFN exemption details or ABN (where applicable) to us.

You agree that we may deduct withholding tax from any interest payable by us in relation to your Account as required by law and remit it to the Australian Taxation Office.

We will keep your TFN confidential in accordance with applicable laws.

## **7.8 Accounts for deceased estates**

If you open an Account in your capacity as the executor or administrator of a deceased estate, we may at any time request that you provide us with information or documents about the deceased estate, which may include providing us with the original or a certified copy of any of the following:

- the death certificate of the deceased person;
- the will of the deceased person (if there is one);
- the grant of probate or letters of administration; or
- any court order affecting the deceased estate.

If we request such information or documents, you must promptly provide them to us and we may decide not to open the Account (if it has not yet been opened) or to suspend or restrict the Account (if the Account is already open) until we are provided with the requested information or documents.



If you open an Account in your capacity as the executor or administrator of a deceased estate you indemnify us against any claim made against us in relation to, or arising out of, the deceased estate, both personally and in your capacity as executor or administrator, including any claims relating to deposits to or withdrawals from the Account.

## 7.9 Investment maturity

Before your investment matures at the end of an investment term, we will send you a term deposit maturity notification letter containing important information about your investment and what will happen when it matures.

Prior to or on the day your investment matures you may contact us to provide instructions regarding what is to happen to your investment when it matures. At this time you may instruct us to roll your investment on the terms set out in the term deposit maturity notification letter we sent to you, to reinvest your funds for a different term, to increase the amount of your investment or withdraw part of your funds, or you may advise us that you wish to withdraw all funds and close your Account.

You agree that, unless you have instructed us otherwise prior to or on the day your investment matures, you consent to us automatically rolling over your principal and any interest credited to your Account for a further investment term of the same duration (or the nearest equivalent term if the previous investment term duration is no longer offered by us) at our prevailing interest rate for that investment term and your previously chosen interest payment frequency. It is important to note that the interest rate applicable to the new investment term may significantly differ from the interest rate that applied during the previous investment term, due to changes in interest rates over time.

The details that apply to your new investment term, including the interest rate and new maturity date, will be confirmed by us on your statement of account.

If the day your investment matures is not a business day you will not be able to access your funds until the next business day.

Payment of the principal and any interest will be made to the bank account you nominated in your application form for the Account.

### Important!

Interest rates may change prior to your maturity date. You should check the current interest rates with us on the maturity date.

You have a 7 days Grace Period from the date your investment matures to change the details of your investment (for example, increase the amount of your investment, make any required withdrawals or change the length of the next investment term). Your Account will continue to be subject to the same terms and conditions.

## 8. Deposits

When you open your Account and during any Grace Period, you can make a deposit into your Account in any way that we accept deposits, including:

- by electronic funds transfer to an account nominated by us (which can be confirmed by your Adviser); or
- by direct debit from an account with an Australian financial institution.

Some deposit methods may not be accessible outside of Australia.

To make a deposit by direct debit:

- you must complete a Direct Debit Request in accordance with our requirements;
- your Account and the Direct Debit Account must be in the same names and the Direct Debit Request must be signed; and
- you must give us any information we need in order to process the direct debit deposit.

Funds deposited into your Account by direct debit will only form part of your Account balance on which interest is calculated from the day we receive the funds.

Funds deposited into your Account may not be immediately available for withdrawal:

- the proceeds of a domestic cheque deposited into your Account may take up to 5 business days after the deposit is made for funds to clear;
- the proceeds of an international or foreign currency cheque deposited into your Account may take up to 60 days after the deposit is made for funds to clear;
- the proceeds of an electronic funds transfer to your Account may not be available until the end of the business day on which we actually receive and process the amount transferred;
- funds deposited by direct debit may take up to 3 business days to be processed; and
- funds deposited using some types of Payment Facilities may not be available until the End of Day on any business day after the deposit is made (see our Bendigo Payment Facilities Terms and Conditions for more information).

We may refuse to accept a cheque for deposit into your Account if it is not made payable to you, even if the cheque has been endorsed in your favour.

If for any reason we allow you to withdraw an amount deposited into your Account and we subsequently do not receive value for the deposit or it is reversed (for example, if a cheque or direct debit is subsequently dishonoured or a funds transfer to your account is reversed), we may reverse the credit to your Account and you will be liable to us for the amount withdrawn (see 'Overdrawing your Account' below if your Account becomes overdrawn as a result of these circumstances).

## **9. Direct Debit Request Service Agreement**

This 'Direct Debit Request Service Agreement' section is your Direct Debit Service Agreement with us for the purpose of any Direct Debit Request we accept for deposits into your Account by direct debit. It forms part of the terms and conditions of the Direct Debit Request and should be read in conjunction with the Direct Debit Request.

### **9.1 Debiting your Direct Debit Account**

By submitting a Direct Debit Request, you authorise us to arrange for funds to be debited from the Direct Debit Account as specified in the Direct Debit Request.

We will only accept and process a Direct Debit Request if we are satisfied that it has been properly completed and authorised by you.

We will only arrange for funds to be debited from your Direct Debit Account as authorised in the Direct Debit Request.

If the day on which we are to arrange for funds to be debited from your Direct Debit Account is not a business day or there is no such day (i.e. where you set up a direct debit for the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of the month), we will instead arrange for the funds to be debited on the next following business day. If you are unsure about when a direct debit will be processed to your Direct Debit Account, you should check with your Direct Debit Account financial institution.

### **9.2 We may change your direct debit arrangements**

We may:

- cancel your direct debit arrangement; or
- change the details or terms of your direct debit arrangement from time to time.

If we cancel your direct debit arrangement, we will tell you we have done so as soon as practicable after we have done so.

If we change any details included in a Direct Debit Request about when we will debit your Direct Debit Account or the amounts we may debit, we will give you at least 14 days' written notice before

we make the change (see 'How we will communicate with you' below for details about how we may give you this notice).

Otherwise, we will notify you of the change in the same way as we are required to notify you of changes to these Terms and Conditions (see 'Changes we may make without your consent' below).

### **9.3 You may cancel or change your direct debit arrangements**

You can:

- cancel or suspend your direct debit arrangement; or
- change, stop or defer an individual direct debit,

at any time by contacting us and giving us at least 14 days' notice that you wish to do so.

You can also cancel your direct debit arrangement or stop an individual direct debit before it has been processed by contacting your Direct Debit Account financial institution.

### **9.4 Your obligations**

It is your responsibility to ensure that:

- direct debiting is available for your Direct Debit Account (you should check with your Direct Debit Account financial institution if you are unsure as direct debiting is not available on all accounts offered by financial institutions);
- your Account and your Direct Debit Account are in the same name(s) and the Direct Debit Account details you have provided to us are correct (you should check the details you have provided to us against a recent account statement from your Direct Debit Account financial institution and check with your Direct Debit Account financial institution if you are unsure); and
- there are sufficient clear funds available in your Direct Debit Account to allow a direct debit to be made in accordance with a Direct Debit Request.

If your Account and your Direct Debit Account are not in the same name(s) or there are insufficient clear funds in your Direct Debit Account to meet a direct debit:

- the direct debit may be dishonoured;
- you may be charged a fee and/or interest by your Direct Debit Account financial institution;
- we may charge you a dishonour fee (see our Fees and Charges Documents for details); and
- we will contact you to discuss whether you want us to re-try, amend or cancel the direct debit.

You should check your Direct Debit Account statements to verify that the amounts debited from your Direct Debit Account are correct.

### **9.5 Errors and corrections**

If you believe that there has been an error in debiting your Direct Debit Account, you should contact us and tell us as soon as possible so we can investigate it. You can also contact your Direct Debit Account financial institution.

If we conclude as a result of our investigations that your Direct Debit Account has been incorrectly debited or your Account has been incorrectly credited, we will correct the error by adjusting your Account balance or by arranging within a reasonable period for your Direct Debit Account balance to be corrected by your Direct Debit Account financial institution, and we will notify you of the outcome.

If we conclude as a result of our investigations that your Direct Debit Account has not been incorrectly debited and your Account has not been incorrectly credited, we will notify you of the outcome and provide the reasons for this finding.

## 9.6 Confidentiality

We will keep information relating to a Direct Debit Request (including your Direct Debit Account details) confidential and only disclose the information:

- to the extent specifically required or authorised by law; or
- for the purposes of facilitating and managing direct debits (including disclosing information in connection with any query or claim).

## 9.7 Other relevant terms

You agree that the 'How we will communicate with you', 'How you can contact us', 'Changes', 'Resolving complaints, and 'General' clauses of these Terms and Conditions apply in relation to any direct debit arrangement relating to your Account to the extent that they can apply to a direct debit arrangement.

## 10. Early Withdrawals

If you want to make an Early Withdrawal during an investment term:

- you must request the withdrawal in writing at least 31 days before you wish to make the withdrawal (the 31 day notice period starts on the day you give us notice by making the request in writing to us);
- we may at our discretion not permit the withdrawal for up to 31 days or the next maturity date, if sooner, unless we determine based on the information available to us that you are suffering financial hardship (in which case we will permit the withdrawal sooner);
- your funds will be paid on the business day after the expiry of the period (unless we permit the withdrawal sooner due to hardship); and
- an early withdrawal interest rate reduction will apply and will be deducted from any interest that has accrued in relation to your Account.

The interest rate reduction as a result of an Early Withdrawal:

- will be calculated as the amount being withdrawn as an Early Withdrawal multiplied by the difference between the fixed interest rate that applied for the current investment term and the interest rate that would have been applicable if the actual term was chosen at the time of investment;
- will be debited to the Account on Account closure or when interest is next paid;
- is to reimburse us to cover the costs incurred by us in sourcing replacement deposit funds;
- may reduce the principal balance of your Account where interest has already been credited to your Account or where interest is being paid to a different bank account.

## 11. Withdrawals (during Grace Periods)

Withdrawals from your Account may be made by contacting us and requesting that we:

- electronically transfer funds from your Account to another financial institution account nominated by you; or
- issue you with a bank cheque.

Before we accept a withdrawal request, we may require that you provide us with satisfactory evidence of your identity and we may delay processing the withdrawal until you do.

We may also place other reasonable restrictions or conditions on certain types of withdrawals from time to time.

Our obligation to facilitate a withdrawal from your Account is subject to the other Terms and Conditions in this document (for example, see 'Transaction processing, confirmations, adjustments,

reversals, rejections and delays' below for circumstances in which we may refuse to allow or delay a withdrawal).

## **12. Bank cheques**

You may make a withdrawal by requesting that we issue you with a bank cheque.

A bank cheque is a cheque we draw on us and may be required in some circumstances where a payee requests that you make payment to them by delivering a bank cheque to them.

If you make a withdrawal by requesting a bank cheque you will need to provide us with the details of the payee to whom you want the cheque made payable and the amount you want to withdraw. You are responsible for ensuring the details you give us are correct.

Although most people regard bank cheques as cleared funds, they are not equivalent to cash and a bank may dishonour a bank cheque they have issued including if:

- the signature of an officer of a bank is forged or placed on the bank cheque without the bank's authority;
- the bank cheque has been fraudulently or materially altered;
- a fraud or other crime has been committed;
- the bank is advised that the bank cheque is lost or stolen;
- there is a court order preventing the bank from paying the bank cheque; or
- the bank has not received payment or value for the issue of the bank cheque.

If a bank cheque we give you is lost, destroyed or stolen you should notify us immediately. If the bank cheque has not been presented, we may be able to cancel it and provide a replacement bank cheque.

See our Fees and Charges Documents for fees that apply for issuing bank cheques, stopping payment on a bank cheque that has been issued and issuing replacement bank cheques.

## **13. Foreign currency deposits and withdrawals**

All transactions that occur on your Account will be debited or credited in Australian dollars.

If a transaction for your Account is not in Australian dollars we will convert the amount of the transaction to Australian dollars at our published foreign exchange rate at the time we process the transaction (unless otherwise provided in our Bendigo Payment Facilities Terms and Conditions).

Funds we are to credit to your Account as a result of a deposit in a foreign currency (including as a result of a foreign currency cheque or a telegraphic transfer) will be converted at our published foreign exchange rate that applies at the time we receive value for the transaction and process it.

Our foreign exchange rates change from time to time and are available on our website at [www.bendigobank.com.au](http://www.bendigobank.com.au).

We may accept or decline a cash deposit in a foreign currency in our discretion or impose reasonable conditions such as setting a limit on the amount that may be deposited. If we accept your foreign currency deposit it will be credited to your Account in Australian dollars as set out above.

See our Fees and Charges Documents for fees that apply to foreign currency cash deposits.

## **14. Third party access to your Account and operating instructions**

### **14.1 Authorised Operators**

If your Account is opened through your Adviser, by signing your application form you give authority to your Adviser and the Adviser Firm to access and operate on your Account as Authorised Operators.

The Adviser Firm will provide us with a list of Authorised Representatives who are authorised to transact on its behalf who will also be Authorised Operators for your Account.

In your application form you must specify a level of authority that will apply to your Account for the Authorised Operators. There are two levels of authority you can grant:

- **limited access** which enables your Authorised Operators to access your Account information and authorise withdrawals to your Nominated Account only; or
- **full access**, which allows your Authorised Operators to do anything which you can do in relation to the Account unless stated otherwise in the table below.

If you do not specify a level of authority, your Authorised Operators will automatically be provided with limited access.

Any instructions given by your Adviser and their Authorised Representatives, in accordance with their level of authority, will be acted on by us in good faith as if it were given by you.

The functions and activities which may be performed by Authorised Operators based on their granted access are set out in the following table:

Function	Limited Access Operators	Full Access Operators
Access information relating to your Account via phone and email	Yes	Yes
View your Account details and transactions online <sup>1</sup>	Yes	Yes
Request additional copies of periodic statements <sup>2</sup>	Yes	Yes
Advise us of your TFN	Yes	Yes
Instruct us to change your personal details	No	Yes
Provide us maturity instructions for your Account	Yes	Yes
Instruct us to withdraw funds by providing a bank cheque made payable to you (the Account name)	Yes	Yes
Instruct us to withdraw funds to your Nominated Account	Yes	Yes
Instruct us to withdraw funds to any bank account	No	Yes
Make deposits by direct debit	No	No
Close your Account	No	Yes
Change your Nominated Account details	No	Yes
Add, change or remove Authorised Signatories or Authorised Users	No	No

<sup>1</sup> Bendigo e-banking is not available to Authorised Operators. Authorised Operators can view your Account details and transactions via a separate online portal we make available to them.

<sup>2</sup> If you or your Authorised Operator request that we provide copies of a statement a fee may apply. Refer to our Fees and Charges Documents for further information.

You can change your Adviser or your Adviser Firm or the authority level you have given them, at any time by notifying us in writing. We may require that you complete our relevant form before we make a requested change.

You can also remove your Adviser and Adviser Firm if you are no longer represented by an Adviser or Adviser Firm by notifying us in writing. If you are not represented by an Adviser or Adviser Firm we may require that you contact us or attend at a Bendigo Bank branch to re-verify your identity or contact details or to confirm your instructions in relation to your Account. We may restrict your Account until you comply with such a request.

We may suspend or remove an Adviser's or Adviser Firm's access to your Account if:

- their relevant professional licence is suspended, revoked or cancelled;
- any accreditation or intermediary agreement we require them to have with us is terminated or otherwise ends;

- we are notified of an actual or potential Insolvency Event involving the Adviser or Adviser Firm;
- we reasonably consider it necessary to maintain the security of your Account; or
- we reasonably believe doing so is necessary to prevent you or us suffering loss.

## 14.2 Other third parties you can authorise

At your request, we may also allow you to authorise one or more additional third parties to access and operate your Account as an Authorised Signatory or an Authorised User as stated in the following table:

If you authorise a person as a...	They will be able to...	Available
<b>Authorised Signatory</b>	Access and update information, perform transactions (including withdrawals), give us instructions and request that we issue Payment Facilities (including to themselves) in relation to your Account in the same way you can. However, an Authorised Signatory cannot: <ul style="list-style-type: none"> <li>• appoint or remove other people as Authorised Signatories or Authorised Users in relation to your Account; or</li> <li>• change or remove your Adviser or Adviser Firm.</li> </ul>	Yes
<b>Authorised User</b>	Obtain Bendigo e-banking access to your Account and access information about your Account in Bendigo e-banking or by contacting us but cannot perform transactions on your Account.	Yes

We may agree to or decline your request at our discretion. If we agree to your request, we may impose conditions or restrictions on what the Authorised Signatory or Authorised User can do.

If we accept your request, unless we notify you otherwise, the person will be able to access and operate your Account as set out in the table above.

If you authorise more than one Authorised Signatory in relation to your Account you must specify how many Authorised Signatories will need to authorise a transaction on, or provide instructions to us for, your Account. These instructions are called the operating instructions for your Account.

If you have authorised a person as an Authorised Signatory or Authorised User on your Account:

- these Terms and Conditions apply to the person in the same way that they apply to you and you must ensure that the person complies with your obligations under these Terms and Conditions;
- you consent to us giving the person information about you and your Account; and
- you may remove the person's authority as an Authorised Signatory or Authorised User for your Account by notice in writing to us.

You agree that we are entitled to act on any instructions given by an Authorised Signatory, in accordance with your operating instructions, in the same way as if the instructions had been given by you.

## 14.3 Our right to reject an instruction from authorised third parties

We may choose to reject an instruction given to us by an Authorised Operator, Authorised Signatory or Authorised User (including a transaction conducted by them) or remove a person as an Authorised Operator, Authorised Signatory or Authorised User from your Account at any time including if:

- we reasonably suspect the authorisation given by you to appoint the person was not valid;
- the person has breached any of these Terms and Conditions;



- the person does not provide us with information that we reasonably ask the person to provide to us;
- we receive notice of the person's mental incapacity, bankruptcy, or death;
- we become aware of a dispute which in our opinion has a bearing on the Account;
- we reasonably believe doing so is necessary to prevent you or us suffering loss;
- we reasonably believe doing so is necessary to prevent financial or physical abuse; or
- we become aware of domestic or family violence or abuse which in our opinion has a bearing on the Account.

When you or we remove a person as an Authorised Operator, Authorised Signatory or Authorised User from your Account, we will cancel all Payment Facilities issued to the person and any other means provided to access or operate on your Account. However, you will remain liable for all transactions performed, and all fees and charges incurred, by the person and the person's use of any Payment Facility or other access means up to the time the cancellation becomes effective and the Payment Facility or other access means can no longer be used unless we knew, or should have reasonably known, the authorisation given by you to appoint the person was not valid.

## 15. Overdrawing your Account

You must ensure that your Account does not become overdrawn.

Your Account will be considered overdrawn while the balance of your Account is less than nil (\$0.00) and the overdrawn amount is the debit balance of your Account.

If your Account is overdrawn (including as a result of us debiting a fee or charge or other amount we are permitted to debit to your Account):

- you will be in breach of these Terms and Conditions;
- the overdrawn amount is a debt due and payable by you to us;
- you must immediately pay us the overdrawn amount;
- we may suspend or restrict your Account and any Payment Facility we have provided in relation to your Account until the overdrawn amount is paid;
- we may charge you an overdrawn account fee as set out in our Fees and Charges Documents; and
- interest will accrue on the overdrawn amount.

The interest rate that applies to overdrawn amounts will be determined by us from time to time and we may at our discretion vary the interest rate at any time. The current interest rate that applies to overdrawn amounts is available by:

- contacting your Adviser; or
- contacting us on 1800 224 124.

Interest on overdrawn amounts is calculated daily on the overdrawn balance at the End of Day and will be debited to your Account at your chosen interest payment frequency.

If your Account is overdrawn and you fail to pay the overdrawn amount to us within 31 days of us requesting in writing that you do so, we may sue you for the amount owing and, if we do so, you must pay us the enforcement expenses we reasonably incur in doing so (including our reasonably incurred legal costs).

If your Account is overdrawn and remains overdrawn for more than 60 days after the end of any period we allow for you to repay the overdrawn amount, we may report your default to a credit reporting body (provided we have complied with any applicable legal requirements).



If you are receiving Centrelink income support payments or Veterans' Affairs payments we will act in accordance with our obligations under the Code of Operation: Recovery of Debts from Department of Human Services Income Support Payments or Department of Veterans' Affairs Payments when exercising our rights in relation to an overdrawn account.

## **16. Confirmation of Payee service**

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

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

You must promptly notify us of any changes to your name and provide us with any evidence of your name change that we reasonably request.

You authorise and consent to:

- us using and disclosing your account details (including your name) with the Confirmation of Payee service;
- us and other financial institutions who process payments to or from your account using the related transaction details (including any name included with a payment instruction) with the Confirmation of Payee service;
- payers' financial institutions using and disclosing your account details (including your name) for the purposes of the Confirmation of Payee service and prior to making payments to you; and
- your account details (including your name) and transaction details being disclosed, stored and used in connection with the Confirmation of Payee service in accordance with the industry rules, regulations and procedures that apply to the Confirmation of Payee service.

### **16.2 Opt-out requests**

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

If we agree to an opt-out request:

- payers may not be able to confirm your account details through the Confirmation of Payee service when making payments to your account;
- we may still disclose your account details (including your name) to other financial institutions through the Confirmation of Payee service to facilitate their fraud checking processes (but they will not share your details with payers);
- we may still disclose your account details (including your name) through the Confirmation of Payee service for them to be shared with some government agencies to confirm your identity in relation to payments they are making to you;
- financial institutions who process payments to or from your account may still use the related transaction details (including any name included with a payment instruction) with the Confirmation of Payee service; and
- you can request to opt your account back in to sharing your account details with the Confirmation of Payee service at any time.

## **17. Interest**

### **17.1 Interest payable to you**

We will pay you interest on the credit balance of your Account.

## **17.2 Interest rates**

The interest rate on your Account is fixed for the term of your investment at the interest rate agreed with you or notified to you at the beginning of the investment term.

The current interest rate applicable to your Account is available by:

- contacting your Adviser; or
- contacting us on 1800 224 124.

## **17.3 How we calculate interest**

Interest on your Account is calculated daily by applying the daily percentage rate to the credit balance of your Account at the End of Day. The daily percentage rate is the relevant annual interest rate divided by 365 or, in a leap year, 366.

## **17.4 When we credit interest to your Account**

Interest for an investment term will be credited to your Account at the frequency agreed with you or notified to you at the beginning of the investment term and when your Account is closed.

## **18. Fees and charges**

### **18.1 Our fees and charges**

You must pay us the fees and charges set out in our Fees and Charges Documents.

We may debit the applicable fees and charges to your Account whenever they become payable.

### **18.2 Government charges and duties**

You must also pay us any government charges or duties payable on receipts or withdrawals in connection with your Account.

We may debit applicable government charges and duties to your Account whenever they become payable.

## **19. Specific types of accounts and features**

### **19.1 Joint Accounts**

This clause applies if your Account is a Joint Account.

Your liability under these Terms and Conditions in relation to the Joint Account is both joint and several. This means that each of you is liable both on your own and together with the other Joint Account holders for the whole of any debit balance on the Joint Account, any amounts payable to us in respect of the Joint Account, and performance of all obligations under these Terms and Conditions in relation to the Joint Account. You should carefully consider who you open a Joint Account with.

Joint Account holders may jointly provide us with operating instructions for the Joint Account specifying how many Joint Account holders and/or Authorised Signatories are required to authorise a withdrawal, an instruction to us, or another operation on the Joint Account.

Unless you instruct us otherwise, you agree that 'any to sign' operating instructions will apply to the Joint Account which means that any Joint Account holder may make withdrawals, give us instructions and operate on the Joint Account independently of the others.

At any time, any Joint Account holder may contact us and request that we remove the operating instructions on the Joint Account and make it 'all to sign' so that withdrawals, instructions to us and Account operations require the joint instructions of all Joint Account holders. If we receive such a request in relation to a Joint Account, we will action it as soon as reasonably practicable. Please note that changing a Joint Account to 'all to sign' does not impact the ability of an Authorised Operator or Authorised Signatory to operate your Account unless you also remove their access (see 'Third party access to your Account and operating instructions' above).

Changing a Joint Account to 'all to sign' may result in certain Payment Facilities being unavailable.

We may also remove the operating instructions that apply to a Joint Account so that withdrawals, instructions to us and Account operations must be jointly authorised by all Joint Account holders if:

- we are notified of or otherwise become aware of any dispute between the Joint Account holders affecting the Account;
- we are notified of or otherwise become aware of an Insolvency Event of a Joint Account holder; or
- we consider it to be necessary to prevent financial harm or abuse.

You agree that each Joint Account holder acts as agent for the other(s) in relation to a Joint Account and any notice or statement we give any Joint Account holder is taken to be a notice or statement given to all Joint Account holders, except where we are legally obliged to do otherwise.

You also agree that each Joint Account holder may have access to information about the Joint Account without the consent of any other Joint Account holder(s).

Each Joint Account is held jointly by the Joint Account holders. In the event of the death of a Joint Account holder, the Joint Account will be treated as the Account of the surviving Joint Account holder(s) only.

## **20. Transaction processing, confirmations, adjustments, reversals, rejections and delays**

We will process transactions to your Account as soon as possible but, acting reasonably, may assign any date we reasonably consider appropriate to a debit or credit to your Account. However, in the case of a debit, we will not assign a date before the date on which the transaction actually occurred.

We may telephone you to confirm any instructions regarding your Account sent electronically to us. We reserve the right to withhold processing any instructions regarding your Account sent electronically to us until we have confirmed these instructions with you by telephone.

If you are a company, we may require transactions instructions from you to be signed by a director or Authorised Operator in certain circumstances.

You agree that where we are required to provide you with a confirmation of a transaction relating to your Account it may be provided to you in Bendigo e-banking.

We may adjust a debit or credit to your Account and make consequential changes to interest that has been credited or debited to your Account to accurately reflect your and our legal obligations. This includes where an amount is debited or credited by error or where a payment you make is subsequently reversed or dishonoured.

We may also reverse a credit to your Account that is related to an electronic funds transfer if we do not actually receive the funds from the sender or we are required to return the funds to the sender under any applicable law, industry code of conduct, voluntary code of conduct we subscribe to, or under the rules, regulations or procedures that apply to the payment system the electronic funds transfer was received through. Unless we are required to do so under an applicable law, industry code of conduct, voluntary code of conduct we subscribe to, or the rules, regulations or procedures that apply to the relevant payment system, we are not required to notify you before we do so. However, if we do not notify you before we do so, we will tell you we have done so after we have.

If we determine, acting reasonably, that a payment or credit to a Account was an error, made by mistake (for example, where the sender entered or selected the account details by mistake) or was made in connection with fraud or a scam (including where the funds are the proceeds of fraud or a scam payment) we may return the amount to the sender or the person to whom we reasonably believe is legally entitled to the funds and debit the Account. If we do, your and our rights and obligations will be the same as if the payment or credit was never made and we may make adjustments to the Account to reflect this. If the payment is a mistaken internet payment we will act consistently with any other parts of these terms and conditions that deal with mistaken internet payments and the ePayments Code (where it applies).

We may reject a transaction intended for your Account, delay crediting it to your Account or delay making the funds available to you, where:

- we reasonably believe we are required to do so in order to comply with any applicable laws or under the rules, regulations and procedures that apply to the payment system the transaction was received through;
- you fail to comply with any of your obligations under these Terms and Conditions and such action is reasonably necessary to protect our legitimate interests; or
- we consider it necessary or desirable to do so to enable us to review or investigate the transaction for any fraudulent, illegal or improper activity or for compliance with any applicable sanctions.

We will not be liable to you for any loss or damage you suffer as a result of us rejecting or delaying transactions as set out in this section.

## **21. Statements and how we will communicate with you**

### **21.1 Statements**

We will give you a statement of account for your Account at least once every six months unless we are not required to do so under applicable laws and the Banking Code of Practice or we agree otherwise with you.

We will provide you with a statement of account for your Account by making it available for you to access electronically in Bendigo e-banking unless you have contacted us and requested that we send you printed copies by post or we have otherwise told you we will send you printed copies by post (in which case we will send you printed statements of account by post). You can change your statement delivery method by contacting us.

You may request a copy of a statement of account at any time by contacting us. We may charge a fee for sending you a copy of a statement of account by post (see our Fees and Charges Documents for fees that apply).

Each statement of account will set out:

- the opening balance of your Account at the beginning of the relevant statement period;
- each amount credited (including any interest earned) and debited to your Account during the relevant statement period;
- the amount of interest earned and any government charges on your Account; and
- the closing balance of your Account at the end of the relevant statement period.

You can ask us to send statements of account more frequently. A fee may apply if we agree to do so (see our Fees and Charges Documents for fees that apply).

You should check each entry on your statements of account and promptly report any possible error or unauthorised transaction to us.

### **21.2 How we will communicate with you**

You agree that we may give you written statements, notices, other documents and notifications relating to your Account (all, 'communications'):

- by giving the communication to your Adviser or Adviser Firm (where your Account was opened through an Adviser and you have not removed your Adviser/Adviser Firm from your Account);
- by sending the communication to you by email to the email address you last told us is your email address;
- by making the communication available for you to view in Bendigo e-banking;

- by sending the communication to you by SMS message to the mobile number you last told us is your mobile telephone number;
- by sending the communication to you by prepaid post to the residential or postal address you last told us is your residential or postal address;
- by including the communication in or with another communication we give you (such as a statement of account);
- where the communication does not include your personal information:
  - by publishing it in a nationally published newspaper; or
  - by publishing it on a website and notifying you that it has been published and where it has been published by one of the other methods described in this clause; or
- by any other means permitted by law.

You must:

- ensure the email address, mobile telephone number, residential address and postal address we have recorded for you in our system are all current at all times and immediately advise us of any changes to these contact details; and
- regularly check your email and SMS inboxes and Bendigo e-banking to view the communications we give you.

If you do not ensure the contact details we have for you are current, you may not receive communications that we send to you. We are not required to contact you or send a communication to you in a different way if your contact details are no longer current.

## **22. How you can contact us**

You can contact us by:

- telephone on 1800 224 124; or
- writing to us at Cash Solutions, GPO Box 1048, Adelaide SA 5001

If you are a company, we may require that communications or notices you give to us be confirmed or signed by a director or Authorised Operator before we are required to accept or action them.

A power of attorney document in connection with a transaction under these Terms and Conditions may be given personally to one of our employees or officers at our registered office or the branch dealing with the transaction concerned. We may give the power of attorney communications in relation to the transaction by the methods set out in 'How we will communicate with you' above.

## **23. Changes**

### **23.1 Changes we may make without your consent**

Acting reasonably, we may change these Terms and Conditions at any time. However, we may not change the interest rate that applies to the credit balance of your Account during an investment term except in the case of an Early Withdrawal. 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.

We can only make changes to the extent reasonably necessary to protect our legitimate interests, or to benefit you, including:

- changes because of changes to our cost of funds or other costs of doing business or to ensure that we receive an adequate return on assets;
- changes because of requirements of laws or industry codes of practice, prudential standards, court decisions, decisions of our dispute resolution scheme, guidance or directions from regulators, and similar reasons;

- changes due to changes in the way we operate our business or our systems;
- changes we think are necessary to fix errors or to make things clearer;
- changes for information security or similar purposes;
- changes to reflect market practice or standards or to keep our products competitive and meeting customer expectations and needs; or
- changes made for other good reasons.

We may also change the terms and conditions that apply to the Payment Facilities associated with your Account as set out in the Bendigo Payment Facilities Terms and Conditions. Please refer to that document for further details of how those changes can be made.

If you are unhappy with changes we make, please contact us to discuss them. You also have the right to close your Account (see 'You can close or suspend your Account' below) at maturity of your investment or by making an Early Withdrawal (interest reduction consequences may apply).

## 23.2 Notice of changes

We will tell you about changes as soon as reasonably possible.

If the following table requires we give you advance notice of a change, we will give you advance notice of the change. However, we may give you a shorter notice period or no notice of a change if:

- it is reasonable for us to manage a material and immediate risk; or
- it is a change to or introduction of a government charge that you pay directly, or indirectly, in relation to your Account. In that case, we will tell you about the change or introduction reasonably promptly after the government notifies us (however, we do not have to tell you about it if the government publicises the introduction or change).

	Type of change	Advance notice required?
a)	Changes to an interest rate including interest rates applicable to overdrawn accounts	No later than the date of the change.
b)	Changes to the way interest is calculated	Yes, 30 days.
c)	Changing the frequency at which interest is debited or credited	Yes, 30 days.
d)	A variation of the balance ranges within which interest rate(s) apply	Yes, 30 days.
e)	Increasing a fee or charge or introducing a new fee or charge	Yes, 30 days.
f)	Changes to the way a fee or charge is calculated	Yes, 30 days.
g)	Any other change that we believe is unfavourable to you	Yes, 30 days.
h)	Any other change	No.

## 24. Closing or suspending your Account

### 24.1 You can close or suspend your Account

You or any Full Access Operator may request that we close or suspend your Account at any time the balance of the Account is nil or in credit through your Adviser, or if you have direct access to your Account, you can instruct us.

If your Account is a Joint Account, we will only close or suspend your Account under these Terms and Conditions at your request if the request is from all of the Joint Account holders.

We will only close or suspend your Account at your request:

- if we have made a Payment Facility available to you to access your Account, once we are satisfied all transactions performed by you have been finalised (which will typically be up to 14 days after your request for some types of Payment Facilities);

- if you have any unpaid fees or charges, once you have paid us the amount of those fees and charges; and
- if your Account is nil or has a credit balance.

## 24.2 Our right to close your Account

We may close your Account at any time in accordance with the table below:

We may close your Account if...	Prior notice we will give you
a) You do not meet the minimum requirements of your Account.	Nil.
b) We reasonably consider it necessary to prevent fraud or other losses to you or us.	Nil.
c) We reasonably believe that you have acted fraudulently in connection with your Account.	Nil.
d) We reasonably believe you are using your Account in breach of any law or for an unlawful purpose.	Nil.
e) We are required to do so by law or a court order.	Nil.
f) The balance of your Account falls below the minimum required balance.	7 days.
g) We otherwise reasonably consider it necessary to protect our legitimate interests.	30 days .

If we do not give you advance notice before we close your Account, we will tell you as soon as reasonably possible after we do so.

Provided we have acted reasonably, we are not liable for any loss or damage arising from closing your Account.

## 24.3 When your Account is closed

When we close your Account, including if we do so at your request:

- we will pay you the credit balance of your Account, and any accrued interest for your Account that has not yet been credited;
- we will cancel all Payment Facilities to the extent they relate to your Account except Bendigo e-banking which will remain available for at least 180 days after your Account is closed;
- we will cancel all recurring payments relating to your Account;
- you will remain liable for all transactions and everything that has occurred in relation to your Account up to the time the Account is closed;
- you must not transact on or attempt to transact on your Account;
- you must reimburse us at our request for any loss, cost or expense we suffer as a result of you transacting or attempting to transact on the Account after it has been closed; and
- if you become liable to pay us any amount in respect of the Account, we may re-open the Account and debit the amount to it. If we do so, your obligations under these Terms and Conditions will continue to apply to the Account.

## 25. Resolving complaints

We consider Internal Dispute Resolution (IDR) to be an important and necessary first step in the complaint handling process as it gives us an opportunity to hear when we do not meet our customers' expectations and address them genuinely, efficiently and effectively.

You can raise a complaint with us by speaking to your Adviser or contacting us by:

- speaking to a member of staff directly;



- telephoning 1300 236 344;
- web: [www.bendigobank.com.au/public/contact-us](http://www.bendigobank.com.au/public/contact-us);
- secure email – by logging into e-banking;
- social media; or
- contacting the Customer Feedback Team at:

Reply Paid PO Box 480 Bendigo VIC 3552

Email: [feedback@bendigoadelaide.com.au](mailto:feedback@bendigoadelaide.com.au).

Alternatively, you may refer your complaint directly to the Australian Financial Complaints Authority (AFCA). You can contact AFCA at:

- GPO Box 3, Melbourne Vic 3001
- Telephone: 1800 931 678
- Email: [info@afca.org.au](mailto:info@afca.org.au)
- Web: [www.afca.org.au](http://www.afca.org.au)

Time limits may apply to refer a complaint to AFCA so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expire.

If your complaint relates to how we handle your personal information you can also contact the Office of the Australian Information Commissioner (OAIC) at:

- GPO Box 5218, Sydney NSW 2001
- Telephone: 1300 363 992
- Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)
- Web: [www.oaic.gov.au](http://www.oaic.gov.au)

## **26. Privacy**

We are committed to ensuring your privacy is protected.

Our Privacy Policy contains important information about how we manage your personal information including information about:

- the type of personal information we collect and hold;
- the purposes for which we collect, hold, use and disclose personal information;
- disclosure overseas;
- how to make a complaint;
- our privacy contact details; and
- how to access and correct personal information.

We update our Privacy Policy from time to time. Our current Privacy Policy is published on the Bendigo Bank website at [www.bendigobank.com.au](http://www.bendigobank.com.au) and is available upon request.

## **27. General**

### **27.1 Account suspension and restrictions**

We may suspend your Account or apply restrictions to your Account if:

- you have breached these Terms and Conditions;



- we reasonably believe you are using your Account in breach of any law or for an unlawful purpose;
- we have received notice of your mental incapacity or death or we are notified or otherwise become aware of an Insolvency Event relating to you;
- we become aware of a dispute which in our opinion has a bearing on the Account;
- we reasonably believe doing so is necessary to prevent us or you suffering loss; or
- where required by law or a court order.

We do not need to give you advance notice before we suspend your Account or apply restrictions to your Account but if we do not give you advance notice we will tell you as soon as reasonably possible after we do so.

If we suspend your Account you will not be able to make any withdrawals or otherwise operate on the Account or perform any transactions using any Payment Facilities. We may also refuse to accept deposits to your Account while it is suspended.

Provided we have acted reasonably, we are not liable for any loss or damage arising from your Account being suspended or us applying restrictions to your Account and you continue to be liable for any amounts payable by you in respect of your Account while it is suspended or restrictions are applied to it.

## **27.2 Non-transferability of Account**

Your Account is personal to you and is not transferable without our consent.

## **27.3 Joint and several liability**

If there is more than one of you, each of you is liable to us jointly and severally for all amounts owed in respect of your Joint Account.

## **27.4 Limitation on indemnities**

You are not liable to us under any indemnity contained in these Terms and Conditions in relation to any loss, damage, charge, expense, fee or claim suffered or incurred by us as a result of fraud, negligence or willful misconduct of us, our employees or agents or a receiver appointed by us.

## **27.5 Interpretation and severability**

These Terms and Conditions must be interpreted as necessary to be valid, enforceable and in compliance with applicable laws. If that is not possible, any part of these Terms and Conditions that is void, unenforceable or in breach of applicable law is excluded from these Terms and Conditions and the remainder of these Terms and Conditions continue in full force and effect.

## **27.6 How we exercise our rights**

We may exercise a right or remedy or give or refuse our consent in any way we consider appropriate including by imposing reasonable conditions.

If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.

We may only exercise our rights under a term in these Terms and Conditions to the extent (if any) reasonably necessary to protect our legitimate interests. This clause applies to a term in these Terms and Conditions, despite any other term, if it:

- is subject to unfair contract terms legislation;
- is to our advantage;
- causes a significant imbalance in the rights and obligations of you and us under these Terms and Conditions; and
- would cause detriment to you if we applied the term or relied on the term.

Words used in this clause have the meanings given to them in the unfair contract terms legislation.

Our rights and remedies under these Terms and Conditions are in addition to other rights and remedies provided by law.

We are not liable for any loss caused by us exercising, attempting to exercise, failing to exercise or delaying the exercise of any right or remedy we have in connection with a Payment Facility. However, this will not reduce our liability in respect of any loss, cost, liability or expense caused by the fraud, negligence or wilful misconduct of us or our employees, contractors and agents or any receiver appointed by us.

#### **27.7 Service of legal proceedings**

We may serve any document in a court action (including a writ of summons, other originating process or third or other party notice) on you by delivering it to your residential or business address last known to us or by leaving it there. This does not prevent any other method of service.

#### **27.8 Assigning rights**

We may assign our rights, powers and discretions and remedies relating to your Account without your consent and without notice to you.

We may disclose any information and documents about you and your Account to any assignee of our rights or any person considering becoming an assignee.

Your rights and obligations relating to your Account are personal to you and cannot be assigned without our written consent.

#### **27.9 Waivers must be in writing**

A waiver of any of our rights in relation to your Account does not occur unless we give it to you in writing.

#### **27.10 Account combination and set-off**

We may, at any time, combine the balance of two or more accounts you have with us or set-off the balance of one account against another account.

However, we will not do this:

- while we are actively considering your financial situation in respect of a hardship notice you have given us (although we may then require that you keep funds in an account until we have decided whether to agree to your request);
- while you are complying with an arrangement you have made with us after we have considered your hardship notice; or
- if you are in receipt of Centrelink benefits, if doing so breaches the Code of Operation: Recovery of Debts from Department of Human Services Income Support Payments or Department of Veterans' Affairs Payments.

#### **27.11 Applicable law**

Your Account is subject to the laws of the State of Victoria, Australia.

#### **27.12 Compliance with anti-money laundering and counter-terrorism financing and other laws**

You must not use your Account for any purpose which infringes any anti-money laundering and counter-terrorism financing laws and regulations or other applicable laws and regulations.

If we believe doing so is necessary in order to comply with our legal and regulatory obligations, we may:

- require you to provide us with or otherwise obtain any additional documents or information relating to a transaction or use of your Account;
- suspend, block or delay transactions on your Account, or refuse to provide services to you; and

- report any, or any proposed, transaction or activity to any body we are legally required to report transactions to.

You must comply with reasonable directions we give you which are necessary for us to comply with our legal and regulatory obligations in relation to your Account.

## 28. Understanding these Terms and Conditions

### 28.1 Definitions

In these Terms and Conditions, the following definitions apply, unless the context requires otherwise:

Defined term	Meaning
<b>Account</b>	An account with us that is a Bendigo Cash Solutions Term Deposit Account to which these Terms and Conditions apply.
<b>Adviser</b>	Any financial adviser, stockbroker, accountant, solicitor, other financial services professional and Australian Financial Services Licence holder who acts for you and with whom we have an arrangement.
<b>Adviser Firm</b>	The firm or business of or that employs your Adviser.
<b>Authorised Operator</b>	A person who you appoint as an Authorised Operator as described in these Terms and Conditions.
<b>Authorised Representative</b>	A person nominated by your Adviser Firm to access and/or transact on accounts as a representative of your Adviser Firm.
<b>Authorised Signatory</b>	A third party you have authorised as an Authorised Signatory to your Account (see 'Third party access to your Account and operating instructions' above).
<b>Authorised User</b>	A third party you have authorised as an Authorised User for your Account (see 'Third party access to your Account and operating instructions' above).
<b>Bendigo e-banking</b>	Our internet banking service.
<b>Business Account</b>	An Account that is: <ul style="list-style-type: none"> <li>• in the name of a company or other entity that is not an individual; or</li> <li>• in the name of an individual but is of a type that we promote as being designed primarily for use by a business and is established primarily for business purposes.</li> </ul>
<b>Confirmation of Payee service</b>	The banking industry initiative that enables payers making payments using a BSB and account number to confirm the account name associated with the account.
<b>Custodian</b>	The Account holder where the Account is opened under a custodial arrangement such as a master trust, wrap account or other investor directed portfolio service or provider of margin loan facilities (or its nominee(s)).
<b>Custodian Investor</b>	A person whose investment in the Account is made through a Custodian.
<b>Direct Debit Account</b>	The account you nominate to be debited in a Direct Debit Request.
<b>Direct Debit Request</b>	A direct debit request in our required form requesting that funds be debited from your Direct Debit Account and deposited into your Account.
<b>Early Withdrawal</b>	A withdrawal made outside of a Grace Period.
<b>End of Day</b>	In respect of a day, the time we treat as being the end of that day for the purposes of our end of day processing on your Account being a time not before 8pm in Victoria on that day.

<b>Fees and Charges Documents</b>	<p>Our following fees and charges documents:</p> <ul style="list-style-type: none"> <li>• our Schedule of Fees, Charges and Transaction Account Rebates, which sets out the fees and charges that apply when we have opened an Account as a Personal Account; and</li> <li>• our Business Fees and Charges document, which sets out the fees and charges that apply when we have opened an Account as a Business Account.</li> </ul> <p>Both Fees and Charges Documents are available on our website.</p>
<b>Full Access Operator</b>	An Authorised Operator with full access to your investment who is able to perform the functions set out in the 'Third party access to your Account and operating instructions' above.
<b>Grace Period</b>	A period of 7 days commencing from the day your investment matures at the end of an investment term.
<b>Insolvency Event</b>	<p>Being or becoming:</p> <ul style="list-style-type: none"> <li>• a bankrupt;</li> <li>• an 'insolvent under administration' as defined in the <i>Corporations Act 2001</i> (Cth); or</li> <li>• a 'Chapter 5 body corporate' as defined in the <i>Corporations Act 2001</i> (Cth).</li> </ul>
<b>Joint Account</b>	An Account which is opened in the name of two or more persons as the account holders.
<b>Limited Access Operator</b>	An Authorised Operator with limited access to your investment who is able to perform the functions set out in the 'Third party access to your Account and operating instructions' clause above.
<b>Nominated Account</b>	An account you nominate in your application form or later update with us as your 'nominated account' linked to your Account.
<b>Payment Facility</b>	A payment facility described in these Terms and Conditions that we provide in relation to an Account on the terms and conditions set out in our Bendigo Payment Facilities Terms and Conditions.
<b>Personal Account</b>	An Account that is in the name of an individual and is not a Business Account.
<b>Terms and Conditions</b>	The terms and conditions set out in this document.
<b>we, us, our, Bendigo Bank</b>	Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL 237879.
<b>you, your</b>	Each account holder for a Account. If there is more than one of you, it means all of you together and each of you individually. You does not include the Custodian Investor when an Account is opened by a Custodian.

## 28.2 Rules for interpreting these Terms and Conditions

In addition to the definitions above, the following rules apply to interpreting these Terms and Conditions, unless the context requires otherwise:

- headings are for convenience only and do not affect the interpretation of these Terms and Conditions;
- words importing the singular include the plural and vice versa;
- words of one gender include any gender;
- a reference to legislation or codes includes any amendment to it, any legislation or code substituted for it, and any subordinate legislation made under it;
- a reference to a person includes a corporation, joint venture, association, government body, firm and any other entity;

- a reference to a party includes that party's personal representatives, successors and permitted assigns;
- a reference to a thing (including a right) includes a part of that thing;
- a reference to two or more persons means each of them individually and any two or more of them jointly;
- the terms 'includes', 'including', 'e.g.' and 'such as' or any similar expression are not used as, or intended to be interpreted as, terms of limitation;
- if a party comprises two or more persons:
  - a reference to a party means each of the persons individually and any two or more of them jointly;
  - a promise by that party binds each of them individually and all of them jointly;
  - a right given to that party is given to each of them individually; and
  - a representation, warranty or undertaking by that party is made by each of them individually;
- a provision must not be construed against a party only because that party prepared it;
- a provision must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed from these Terms and Conditions and the remainder of these Terms and Conditions continue with full force and effect;
- a reference to a business day is a reference to a day that is not a Saturday, a Sunday or a national public holiday in Australia;
- if a thing is to be done on a day which is not a business day, it must be done on the business day before that day; and
- another grammatical form of a defined expression has a corresponding meaning.

# Contact us

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Visit us in person at your nearest  
Bendigo Bank branch

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Call **1800 224 124**

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[bendigobank.com.au](https://bendigobank.com.au)

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Cash Solutions  
GPO Box 1048, Adelaide SA 5001

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