

# Bendigo Credit Card

## Terms & Conditions

5 December 2024

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### Credit Guide

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

## 1. Your Contract and other applicable terms and conditions

Your Contract for your Bendigo Bank Credit Card is made up of your Credit Card Schedule and these Terms and Conditions. You should read both documents together.

If there is any inconsistency between your Credit Card Schedule and these Terms and Conditions, your Credit Card Schedule applies to the extent of the inconsistency.

By activating your Card or accessing the credit we offer you, you accept your Contract and are bound by it.

The following terms and conditions also apply in addition to these Terms and Conditions:

- if you use a Payment Facility (such as Bendigo e-banking or Bendigo Phone Banking) to access your Account, our **Bendigo Payment Facilities Terms & Conditions** will apply in relation to that use;
- if you link a Bendigo Bank deposit account with us to your Card and use your Card as a debit card to access that account, our **Bendigo Payment Facilities Terms & Conditions** will apply in relation to that use;
- if you add your Card to a digital wallet, our **Digital Wallet Terms of Use** will apply; and
- any other terms and conditions referred to in your Credit Card Schedule.

Copies of each of the terms and conditions documents described above are available on request and can be accessed on our website at [www.bendigobank.com.au/disclosure-documents](http://www.bendigobank.com.au/disclosure-documents).

Information about current standard fees, charges and interest rates is also available on request.

**Important!** We may make changes to these Terms and Conditions from time to time without your consent. See the ‘Changes to your Contract’ section below for more information.

## 2. Codes of practice

### 2.1 Banking Code of Practice

The relevant provisions of the Banking Code of Practice apply to your Bendigo Bank Credit Card. A copy of the Banking Code of Practice is available on our website.

### 2.2 ePayments Codes

We will comply with the terms of the ePayments Code. Nothing in these Terms and Conditions imposes any liability or responsibility on you unless permitted by the ePayments Code.

### 3. Using your Bendigo Bank credit card

#### 3.1 Using your Card

You may use your Card to perform the following types of Transactions, up to your Credit Limit:

- Purchase goods or services;
- Obtain Cash Advances; and
- Balance transfer balances owing on other credit cards.

You must ensure that your Account does not have a credit balance. If it does, we may, but are not required to, pay the credit balance to you (including by crediting it to another account you have with us). A credit balance on your Account is not a deposit with us and we are not required to pay you any interest on it.

There are a number of different ways you can perform the Transactions described above including by using:

- Your Card or Card details at a merchant (in person, online or over the phone) or at an ATM;
- a Digital Wallet; or
- a Payment Facility such as Bendigo e-banking, the Bendigo Bank app or Bendigo Phone Banking (for example, to process a Pay Anyone payment or BPAY<sup>®1</sup> Payment from your Account).

However, we may hold, block or decline any Transaction where we reasonably believe:

- the Transaction is in breach of these Terms and Conditions or the law;
- doing so is necessary to ensure we comply with our legal obligations; or
- doing so is necessary to prevent us or you suffering loss (for example, where we suspect the Transaction may be an Unauthorised Transaction or fraudulent).

#### 3.2 Using your Card and PIN

We will issue you with a Card and either issue you with a PIN or allow you to set your PIN. You may change your PIN at any time within Bendigo e-Banking, using the Bendigo Bank app or at any Bendigo Bank ATM.

If your Card has a signature panel, you must sign it as soon as you receive it.

You may use your Card or Card details to perform Transactions with any merchant who accepts your type of Card.

When using your Card or Card details, a PIN or your signature may be required. In some cases, a PIN or signature may not be required, such as contactless transactions below a certain amount. These amounts may differ based on the nature of your Transaction or the merchant.

You must comply with the 'Security requirements' set out in these Terms and Conditions in relation to your Card, Card details and PIN.

Your Card remains our property at all times and is valid only for the period stated on it. You must destroy your Card after its expiry date and not use it (although you will remain liable for any Transactions you perform if you do).

We may issue you with a new Card at any time in our discretion. Before the expiry date of your Card, we will issue you with a replacement Card, unless you ask us not to.

#### 3.3 Transaction Limits

At our discretion, acting reasonably, we may impose a limit on the amount of credit you can access as cash from your Account at a branch, from an ATM or via an EFTPOS terminal or other limits on other types of Transactions by notice to you.

We are not required to authorise or process any Transaction which would cause you to breach any applicable limit.

We may vary the limits that apply from time to time. We will notify you of any changes to the limits that apply in accordance with the requirements of the ePayments Code. Our right to make changes is subject to the conditions in clause 13.

#### 3.4 Digital wallets

If you have a compatible device, you may use your Card by adding it to a Digital Wallet that we support for your type of Card. The Digital Wallets that we support and allow you to use in relation to a Card may change from time to time – see our website for current details.

Before you add your Card to a Digital Wallet you will need to meet our identification and verification requirements.

In addition to these Terms and Conditions, use of your Card through a Digital Wallet is subject to our Digital Wallet Terms of Use, which are provided when a Card is added to a Digital Wallet that we support and are available upon request.

Your liability for Transactions conducted using a Card through a Digital Wallet is determined in the same way as if the Transactions were conducted using the Card itself. You must not allow your Card to be added to a Digital Wallet on a device that does not belong to you or a device that will not remain in your possession. If this occurs you will be deemed to have authorised and consented to any Transactions performed using the Card through the Digital Wallet and, subject to the ePayments Code, you will be liable for those Transactions.

You must notify us immediately if you become aware or suspect that another person has added your Card to their Digital Wallet.

We may stop you from adding a Card to a Digital Wallet or suspend your ability to use a Card in a Digital Wallet at any time.

#### 3.5 Payment Facilities

The following Payment Facilities are available to access your Account:

- Bendigo e-banking;
- Bendigo Phone banking;
- Internal Transfers;

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<sup>1</sup> BPAY is a registered trademark of BPAY Pty Limited ABN 69 79 137 518.

- Pay Anyone (including Osko and Fast Payments);
- PayID;
- BPAY and BPAY View;
- Automatic Payments; and
- Telegraphic Transfers.

You can make Pay Anyone payments and BPAY Payments from your Account if you have access to Bendigo e-Banking (including the Bendigo Bank app). These may be one-off and scheduled ongoing payments.

Unless we tell you otherwise, Pay Anyone payments and Internal Transfers from your Account will be treated as a Cash Advance, and not a Purchase.

BPAY Payments may only be made from your Account where the relevant merchant accepts BPAY Payments from credit cards.

### 3.6 International Transactions

International Transactions are Transactions which are conducted:

- in a currency other than Australian dollars (AUD); or
- in Australian dollars (AUD) with or using a merchant, payment processor, financial institution or other entity (including an online merchant) who is outside of Australia.

It may not always be apparent to you that an online merchant is located outside of Australia.

International Transactions performed using your Card which are performed in currencies other than Australian dollars (AUD), including refunds, are converted to Australian dollars (AUD) by the relevant Card Scheme using its relevant exchange rates and conversion process at the time the Transaction is processed. We will debit the Transaction to your Account in Australian dollars (AUD).

An International Transaction Fee is payable in respect of all Transactions which are conducted in a currency other than Australian dollars (AUD).

### 3.7 Recurring Payments

You may use your Card details to set up a Recurring Payment with a merchant.

If you do, you may need to give the merchant your updated Card details whenever we issue you with a new or replacement Card. In some cases, we may be able to automatically provide your new Card details to the merchant through the applicable Card Scheme, where arrangements to facilitate this are in place between us, the Card Scheme and the merchant. You agree we may do this where we can, but it remains your responsibility to ensure that the merchant has your current Card details whenever a payment is due.

If you want to cancel a Recurring Payment arrangement you will need to notify the relevant merchant. You should give the merchant as much notice as possible before the next Recurring Payment is due (we recommend giving at least 15 business days notice of the cancellation before the next Recurring Payment is due).

### 3.8 Promotional Balance Transfers

At your request, we may agree to transfer the balance owing by you in respect of a different credit card facility to your Account as a Promotional Balance Transfer by:

- Debiting the amount to your Account as a Promotional Balance Transfer; and
- Paying the amount to the provider of the other credit card facility.

A Promotional Balance Transfer may receive a promotional interest rate for a set period. At the end of this period, any part of the Promotional Balance Transfer that remains unpaid will be treated as a purchase transaction debited to your Account at the end of the Promotional Balance Transfer period.

We may restrict the portion of your Credit Limit which can be processed as Promotional Balance Transfers.

We may reject a Promotional Balance Transfer request from you in our discretion.

There is no interest free period for Promotional Balance Transfers.

It is a condition of making a Promotional Balance Transfer request that you also request that during the period while the Promotional Balance Transfer is active we apply any payments you make to your Account:

- Firstly, to all unpaid Transactions which form part of the balance of your Account other than Promotional Balance Transfers (see 'Processing payments to your Account' below); and
- Secondly, to unpaid Promotional Balance Transfers that form part of the balance of your Account.

You may withdraw your request that we apply payments you make in this way at anytime. However, if you do all current Promotional Balance Transfers will end and any unpaid balance of the Promotional Balance Transfers will be treated as a Purchase debited to your Account from the time you withdraw your request

### 4. Additional Cardholders

At your request, we may agree to issue an additional Card to another person aged 16 years or older. However, we may decline your request or impose additional conditions before we agree. We may also require the Additional Cardholder to verify their identity before we agree.

Additional Cardholders may:

- Perform Transactions using the Card we issue to them in the same way you can use the Card we issue to you;
- Access and operate your Account;
- Obtain information about your Account from us (including the balance of your Account); and
- Access your Account and perform Transactions on it using Payment Facilities.

You are responsible for each Additional Cardholder's use of their Card and liable for all Transactions they perform and you must ensure that each Additional Cardholder complies with all obligations relating to use of their Card under the 'Using your Bendigo Bank credit card' section above.

You or the Additional Cardholder can cancel an Additional Cardholder's Card at any time by notifying us and confirming that you have taken all reasonable steps to securely destroy the Card. However, this may not take effect immediately and you will remain liable in respect of any use of the Additional Cardholder's Card.

You may add or remove Additional Cardholders by contacting us by telephone or in any Bendigo Bank branch.

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

### **5.1 Statements**

We will give you a Statement of Account each month, unless we are not required to do so under applicable laws and the Banking Code of Practice.

If you have Bendigo e-banking access, we will give you Statements of Account for your Account electronically by making them available for you to access as an e-statement in Bendigo e-banking. Otherwise, or if you request that we do so, we will send you a paper Statement of Account by post.

You must promptly check each entry on the Statements of Account we give you and promptly report any possible error or Unauthorised Transaction to us.

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

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

- 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 (including in the Bendigo Bank app);
- 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); or
- where the communication does not include your personal information:
  - by publishing it in a nationally published newspaper; or
  - by publishing it on our publicly available website and notifying you that it has been published by one of the other methods described in this section.

You must:

- ensure the email address, mobile telephone number, residential address and postal address we have recorded for you in our system are always all current 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.

## **6. Interest, fees and repayments**

### **6.1 Interest**

Each amount we debit to your Account accrues interest until it is repaid, except while it qualifies for an interest free period (see 'Interest free periods' below).

We calculate interest separately on each part of your Account Balance that comprises Purchases, Cash Advances and Promotional Balance Transfers (if applicable). The Annual Percentage Rate which applies to each part of your Account Balance is as set out in your Credit Card Schedule unless we agree or notify you in writing otherwise.

Interest is calculated on each part of your Account Balance daily, by multiplying the relevant amount by the applicable daily percentage rate. The applicable daily percentage rate is the applicable Annual Percentage Rate divided by 365 (or 366 in a leap year).

We will debit interest to your Account once per month on the day we issue you a Statement of Account. We also debit accrued interest to your Account on the day your Account is closed.

Interest which is debited to your Account is treated as a Purchase for the purpose of interest calculations.

### **6.2 Interest free periods**

If your Credit Card Schedule states that an interest free period applies, we will not charge you interest on a Purchase while it qualifies for interest free as set out in this clause.

An interest free period applies to all Purchases performed while your Account is interest free eligible. Your account is automatically interest free eligible when your Account is opened.

There are no interest free periods on Cash Advances or Promotional Balance Transfers (unless we agree with you in writing otherwise).

#### **When interest free eligibility is lost and interest free periods end**

Your Account will lose its interest free eligibility and all interest free periods on unpaid Purchases will end if the closing balance stated on a Statement of Account (less the unpaid balance of any Promotional Balance Transfers) is not paid in full by the due date on the Statement of Account.

When this happens, interest will start to accrue on each Purchase that forms part of your Account Balance from the day after the due date and will continue to accrue until the Purchase is repaid. Interest will also accrue on any new Purchases you make while your Account is not interest free eligible.



## How to regain interest free eligibility after it has been lost

There are two ways you can regain interest free eligibility on your Account after it has been lost:

### 1 Pay your (current) Account Balance

To stop interest accruing on Purchases that form part of your Account Balance and immediately regain interest free eligibility for your Account, you will need to repay your full Account Balance (less the unpaid balance of any Promotional Balance Transfers) at the time you make the payment.

Your Account Balance is available in Bendigo e-banking or by contacting us.

### 2 Pay the Last Statement Closing Balance

If at any time after your Account has ceased to be interest free eligible you repay the Last Statement Closing Balance, and that amount is less than your current Account Balance at that time, interest will stop accruing on the Purchases that you have repaid but interest will continue to accrue on all unpaid Purchases debited to your Account prior to the commencement of your next statement period until those Purchases are repaid. Your Account will only become interest free eligible again (for new Purchases only) from the commencement of your next statement period.

See our website for more information and examples about how interest free periods on your Bendigo Bank credit card work.

## 6.3 Fees

You must pay us the fees and charges set out in your Credit Card Schedule.

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

Fees and charges which are debited to your Account are treated as Purchases for the purpose of interest calculations.

## 6.4 Your payment obligations

Each month you must pay us the minimum repayment set out in the Statement of Account we give you by the due date stated in the Statement of Account.

Refunds, reversals and promotional cashbacks credited to your Account are not considered repayments.

## 7. Transaction processing

### 7.1 Debiting your Account

We may debit to your Account:

- All Purchase, Cash Advance and Promotional Balance Transfer Transactions;
- Interest charges;
- Fees and charges;
- Enforcement expenses; and
- Any other amount you are liable to pay us in connection with your Contract on or after the day it becomes due.

## 7.2 Processing payments to your Account.

Payments to your Account are not treated as being made until received in cleared funds. Until a payment clears, we may not credit it to your Account or may not increase your available credit to reflect it.

All payments must be made in Australian dollars (AUD). If we receive a payment in a currency other than Australian dollars, we may convert it to Australian dollars using our current foreign currency conversion rates at the time we process it.

If a payment you make does not clear or is reversed or dishonoured for any reason, we may:

- Reverse any associated credit to your Account; and
- Charge you interest as if the payment had never been made.

Payments made to your Account (not including reversals or refunds) will be applied in the following order:

- First, to the closing balance shown in the last Statement of Account we issued for your Account (and if different Annual Percentage Rates apply to different parts of that closing balance we will apply the payment in the order of highest rate to lowest rate); and
- Second, to Transactions debited to your Account since the last statement of account was issued for your Account.

If we agree to a request from you to apply certain payments against particular amounts, we will apply those payments to those amounts. This includes any period in which one or more active unpaid Promotional Balance Transfers form part of your Account Balance (see 'Promotional Balance Transfers' above).

## 7.3 Returning Payments

If we determine, acting reasonably that a payment or credit to an 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).

## 8. Disputing transactions and refunds and chargebacks

### 8.1 Disputing transactions

You may dispute a Transaction if you think:

- it is an Unauthorised Transaction;
- the amount debited to your Account is different to the amount authorised;
- goods or services have not been provided or were different to the description;
- goods have been returned and the amount has not been refunded to your Account;

- the Transaction is mistakenly debited to your Account more than once; or
- you otherwise think we can claim a refund (chargeback) on your behalf under the rules of the Card Scheme applicable to your Account.

You must advise us immediately if you want to dispute a Transaction so that we may investigate it. Any delay may impact our ability to investigate or resolve the Disputed Transaction in your favour.

As part of our investigation, we may require you or a third party (such as the merchant's bank) to provide us with information or documents. You authorise us to write to a third party on your behalf if we require such information or documents.

While we investigate a Disputed Transaction, interest and fees and charges will continue to accrue, and you must continue to make your required Minimum Repayments.

If we determine a Disputed Transaction in your favour, we will refund the Transaction amount to your Account and make any necessary adjustments to any interest and fees charged to your Account because of the Transaction.

If we do not determine a Disputed Transaction in your favour you will remain liable for the Transaction and, if we reversed the Transaction while we considered your dispute, we may re-debit it to your Account.

If you disagree with our decision, you may request an internal review or lodge a complaint (see '*Resolving Complaints*' below).

## 8.2 Refunds and chargebacks

The rules applying to the Card Scheme that is relevant to your Card may set out specific circumstances and timeframes in which we can claim a refund (called a 'chargeback') in respect of a Disputed Transaction on your behalf.

We will claim a chargeback in relation to a Transaction where we agree, based on our investigation, that a chargeback right exists, and you have disputed the Transaction within the applicable timeframe.

The timeframes for us to process a chargeback varies between 45 days and 120 days, depending on the type of Transaction.

If a chargeback is refused by a merchant's financial institution you will remain liable for the Transaction and, if we reversed the Transaction while the chargeback was being considered, we may re-debit it to your Account.

We will only accept a refusal of a chargeback request by a merchant's financial institution if we think it is consistent with the applicable Card Scheme rules.

You may dispute a Transaction as an Unauthorised Transaction even if a chargeback right does not exist.

## 9. Keeping your payment devices secure

### 9.1 Security requirements

The security of your Card and PIN is very important.

You may be liable for losses from Unauthorised Transactions which you contribute to by not keeping your Card and PIN secure and protected.

You must ensure that you:

- keep any Cards in a safe space and regularly check that you have the Card in your possession;
- do not give your Card or Card details to anyone, except a merchant you are performing a Transaction with;
- do not disclose your PIN to anyone or allow anyone to observe or hear your PIN, including a family member or friend or our representatives;
- do not record your PIN on a device (including a Card) used to perform a Transaction, or keep a record carried with the device or on anything that may be lost or stolen at the same time as the device;
- do not select a PIN that is easily identified with you such as your date of birth, your name or part of it or your phone number; and
- do not select a PIN that is a common or easily guessed combination such as repeated or consecutive numbers such as 5555 or 1234.

We will never ask for your PIN or any other security information relating to your Card by email, SMS or when speaking to our staff. We will also never ask you to log in to Bendigo e-banking from a link provided in an email or SMS. If you ever receive such a request, you should not provide the information or click on the link. You should always access Bendigo e-banking through our website or using the Bendigo Bank app.

## 9.2 Lost, stolen or misuse of Cards and PIN

You must immediately tell us if you know or suspect:

- a Card is lost or stolen;
- a PIN or other passcode has become known to someone else; or
- a Card, Card details or your Account have been used without your permission.

You can cancel and replace your Card via Bendigo e-banking or the Bendigo Bank app or notify us by calling or by attending a Bendigo Bank branch.

Failure to or delay in notifying us may result in you being liable for losses.

## 10. Liability for Unauthorised Transactions

### 10.1 When you are not liable for Unauthorised Transactions

You are not responsible and liable for loss resulting from Unauthorised Transactions if caused by any of the following:

- fraud or negligence by our employees or agents, a third party involved in networking arrangements, or a merchant or their employee or agent;
- a device (including a Card), identifier (including an access ID) or pass code (including a PIN or Password) which is forged, faulty, expired or cancelled;
- a Transaction requiring the use of a device and/or passcode that occurred before you received the device and/or passcode (including a reissued device and/or passcode);

- a Transaction being incorrectly debited more than once; or
- an Unauthorised Transaction performed after we have been informed that a device has been misused, lost or stolen, or the security of a passcode has been breached,
- or where it is clear that you have not contributed to the loss.

You are also not liable for loss caused by the failure of a system or equipment used to complete a Transaction.

## 10.2 When you are liable for Unauthorised Transactions

You are responsible and liable for the loss resulting from Unauthorised Transactions in the following circumstances:

#	Circumstance in which you are liable	Amount for which you are liable
1	Where we can prove on the balance of probability that you contributed to a loss through fraud, or breaching the security requirements set out under 'Security requirements' above.	<p>You are liable in full for the actual losses that occur before the loss, theft or misuse of a device or breach of pass code security is reported to us, but you are not liable for the portion of losses:</p> <ul style="list-style-type: none"> <li>• incurred on any one day that exceeds any applicable daily transaction limit,</li> <li>• incurred in any period that exceeds any applicable periodic transaction limit,</li> <li>• that exceeds the balance on the relevant Account, including any pre-arranged credit, or</li> <li>• incurred on any account or other facility that we and you had not agreed could be accessed using the device or identifier and/or passcode used to perform the Transaction.</li> </ul>

2	Where more than one passcode is required to perform a Transaction and we prove that you breached the 'Security requirements' set out above for one or more of the required passcodes, but not all of the required pass codes.	You are liable as set out in circumstance 1 above but only if we also prove on the balance of probability that the breach of requirements set out under 'Security requirements' above was more than 50% responsible for the losses, when assessed together with all the contributing causes.
3	Where Unauthorised Transactions occur and you contributed to losses which occur by leaving a Card in an ATM (where the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM).	You are liable for the actual losses that occur.
4	Where we can prove, on the balance of probability, that you contributed to losses resulting from an Unauthorised Transaction by unreasonably delaying reporting to us the misuse, loss or theft of a device, or that the security of all passcodes has been breached.	<p>You are liable for the actual losses that occur between when you became aware of the security compromise or should reasonably have become aware in the case of a lost or stolen device, and when the security compromise was reported to us. However, you are not liable for any portion of the losses:</p> <ul style="list-style-type: none"> <li>• incurred on any one day that exceeds any applicable daily transaction limit,</li> <li>• incurred in any period that exceeds any applicable periodic transaction limit,</li> <li>• that exceeds the balance of the relevant Account, including any pre-arranged credit, or</li> <li>• incurred on any account or other facility that we and you had not agreed could be accessed using the device and/or passcode used to perform the Transaction.</li> </ul>



## 11. Our liability to you

To the maximum extent permitted by law, we will not be liable to you for any direct or indirect loss, damage, cost, or expense you suffer as a result of:

- you using your Card in breach of your Contract;
- us performing a Transaction you have authorised in accordance with your instructions;
- you giving us inaccurate or incomplete instructions using your Card;
- us exercising any right we have in relation to your Card (including under your Contract);
- your Card being unavailable or unable to be used due to an unexpected outage or system malfunction or any circumstances outside of our reasonable control;
- any failure of a PIN or passcode to permit you to access Bendigo e-banking (including the Bendigo Bank app) or Bendigo Phone Banking;
- 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, electronic equipment, the telephone, internet-enabled device, software and telecommunications and internet services you use to access Bendigo e-banking (including the Bendigo Bank app) or Bendigo Phone Banking; or
- disclosure of your personal information or other information relating to your accounts through Bendigo e-banking or Bendigo Phone Banking where the information has been obtained by or in conjunction with any person using your PIN or passcode or any unauthorised access to your information transmitted by us through Bendigo e-banking or Bendigo Phone Banking in relation to your Card.

The above exclusion of liability does not exclude our liability to you in relation to any loss, damage, charge, expense, fee or claim suffered or incurred by you as a result of the fraud, negligence or wilful misconduct of us, our employees or agents or a receiver appointed by us.

The above exclusion of liability also does not exclude our liability to you in relation to damages resulting from a malfunction of a system or equipment provided by any party to a shared electronic network, however caused. However, where you should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to:

- correcting any errors; and
- refunding any fees or charges imposed.

## 12. Default and enforcement

You are in default if:

- you do not pay any amount you are required to pay under your Contract in full by the date it is due (a **payment default**);
- you breach any term of your Contract;

- you become a bankrupt or you seek to make an arrangement or composition with your creditors under a law dealing with bankruptcy (an **insolvency default**);
- we believe on reasonable grounds that you have not complied with the law in relation to your Contract or have acted fraudulently (a **misconduct default**); or
- any information, representation or document that you, or any other person acting on your behalf, gave or gives to us in connection with your Contract is or was not true and correct or materially false or misleading when given.

If you are in default, we may send you a default notice that:

- tells you what the default is;
- if the default can be remedied, tells you the action necessary to remedy the default; and
- gives you a grace period of at least 30 days.

If you do not, or cannot, remedy a default by the end of any grace period stated in a default notice we give you in relation to a default, at the end of the grace period you immediately become liable to pay us the balance of your Account and we may take enforcement action to recover that amount from you. However this will only apply if there is a payment default, an insolvency default or a misconduct default, or where we reasonably consider your default has had, or is likely to have, a material impact on your ability to meet your financial obligations to us, or on our credit risk or our ability to assess that risk, or on our legal reputation risk.

If you are in default, you must reimburse us for, and we may debit to your Account, any enforcement expenses we reasonably incur in relation to your default. This includes any legal or debt collection costs we incur (on an indemnity basis).

You agree that we may serve you with any legal proceedings we commence against you in relation to your Contract in the same way as we may give you statements, notices and other documents.

## 13. Changes to your Contract

### 13.1 Reducing your credit limit

#### (a) Our right to reduce your credit limit

Acting reasonably, we may reduce your Credit Limit to the balance of your Account at any time.

We will generally give you reasonable notice of our intention to reduce your Credit Limit before we reduce. However, we may reduce your Credit Limit without prior notice to you if you are in default or if it is reasonable for us to do so to manage a material and immediate risk.

If we do not give you notice before we reduce your Credit Limit, we will give you notice as soon as practicable afterwards.

#### (b) Your right to reduce your credit limit

You may reduce your Credit Limit at any time by contacting us or lodging an online request by following the instructions on our website.

However, if your Credit Card Schedule specifies a minimum Credit Limit or if we have otherwise notified you that a minimum Credit Limit applies, you may only reduce your Credit Limit to an amount that equals or exceeds that minimum Credit Limit.

If you request to reduce your Credit Limit to an amount which is less than the balance of your Account, you will need to pay us the amount necessary to reduce the balance of your Account to less than or equal to your requested reduced Credit Limit before we can process your request.

### 13.2 Other changes we may make without your consent

We may change the Annual Percentage Rates, Minimum Repayments, fees and charges and any other term or condition of your Contract at any time.

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.

If any law regulates that change, we may only make that change to the extent permitted by, and subject to, the requirements of that law.

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

If the following table requires that we give you advance notice of a change, we will give you at least that advance notice of a change.

#	Type of Change	Advance notice required?
1	Changing the Annual Percentage Rate in a way that does not reduce your obligations	Yes, not later than the day the change takes effect.
2	Changing fees and charges in a way that does not reduce your obligations or extend time for payment	Yes, 30 days.
3	Any other change that does not reduce your obligations or extend the time for payment, or that we think is unfavourable to you	Yes, 30 days.
4	Any change that reduces your obligations or extends time for payment or is not unfavourable to you	No.

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.

## 14. Account suspensions and closures

### 14.1 Suspending your account

We may suspend your Account if:

- you are in default; or
- we reasonably believe doing so is necessary to prevent us or you suffering loss.

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

We may refuse to process Transactions on your Account while it is suspended. However, you remain liable for any Transactions that we do continue to accept.

### 14.2 Closing your Account

#### (a) Our right to close your account

Acting reasonably, we may decide to close your Account at any time.

We will give you 30 days' prior notice of our decision to close your Account before we action our decision unless you are in default.

#### (b) Your right to suspend or close your account

You may request to close your Account at any time by contacting us or lodging an online request by following the instructions on our website.

#### (c) Consequences of closing your account

If we decide to close your Account or you request that we close your Account:

- we will cancel all Cards issued in respect of your Account;
- you will remain liable for all Transactions and everything that has occurred in relation to your Account and Cards issued for it up to the time we process the Account closure; and
- you must continue to make repayments, and will be liable for interest and applicable fees and charges under your Contract, until you repay your balance and all accrued interest and fees and charges in full and we actually close your Account. The amount you are required to pay may change from day to day. You may request a payout figure from us at any time.

## 15. 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 a member of staff directly
- telephoning 1300 236 344
- website [www.bendigobank.com.au/public/contact-us](http://www.bendigobank.com.au/public/contact-us)
- secure email – by logging into e-banking
- contacting us through a Bendigo Bank social media channel

- contacting the Customer Feedback Team at:  
Reply Paid PO Box 480  
Bendigo VIC 3552  
Telephone: 1300 361 911  
8.30am – 5.00pm (AEST/ADST) Monday to Friday  
Email: [feedback@bendigoadelaide.com.au](mailto:feedback@bendigoadelaide.com.au)

If you are not satisfied with the response provided you can refer your complaint directly to the appropriate External Dispute Resolution (EDR) scheme.

We are a member of 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 complain to AFCA and 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):

- 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)

## 16. 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 our website at [www.bendigobank.com.au/privacy-policy/](http://www.bendigobank.com.au/privacy-policy/) and is available upon request in any of our branches.

## 17. General

### 17.1 Joint and several liability

If there is more than one you, each of you is liable to us jointly and separately for all amounts owed under and in respect of your Contract.

### 17.2 How we exercise our rights

Our rights and remedies under your Contract are in addition to other rights and remedies provided by law.

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 of this Contract to the extent (if any) reasonably necessary to protect our legitimate interests. This clause applies to a term of this Contract, despite any other term of this Contract, if it:

- is subject to unfair contract terms legislation; and
- is to our advantage; and
- causes a significant imbalance in the rights and obligations of you and us under this Contract; 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.

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 your Contract. 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.

### 17.3 Assigning rights

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

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

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

### 17.4 Applicable law

If you reside in Australia, your Contract is subject to the laws of the State or Territory of Australia in which you reside at the time you accept your Contract.

Otherwise, your Contract is subject to the laws of the Australian State or Territory in which our registered office is located at the time you accept your Contract.

### 17.5 Compliance with laws

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

- require you to provide us or otherwise obtain any additional documents or information relating to a Transaction;
- 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 anybody 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 obligations in relation to your Contract or your Account.

### 17.6 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.

## 18. Understanding these Terms and Conditions

### 18.1 Definitions

The following definitions apply in your Contract, unless the context requires otherwise:

Term	Meaning
Account	The account we establish for your Contract.
Account Balance	The current balance of your Account not including any Transactions which are pending or have not been fully processed by us.
Additional Cardholder	A person who has been authorised as an Additional Cardholder at your request pursuant to the 'Additional Cardholders' section above.
ATM	An automatic teller machine.
Bendigo Bank app	The Bendigo Bank apps we publish and make available for download through the Apple App store or Google Play store or any similar application store to access Bendigo e-banking.
Bendigo e-banking	Our internet banking service we make accessible through a web browser at bendigobank.com.au and through the Bendigo Bank app.
BPAY® Payments	Payments which you have instructed us to make through the BPAY scheme to billers who can accept payments made to them through that scheme.
Card	Each card (including a digital card) we issue to you and, at your request, an Additional Cardholder.
Card Scheme	The card scheme applicable to a Card such as Mastercard or Visa.

Cash Advance	Credit we provide in the form of cash or Transactions we treat as being equivalent to cash. Cash Advances include: <ul style="list-style-type: none"> <li>• Cash withdrawals in-branch or through an ATM (including ATMs provided by other providers);</li> <li>• Cash withdrawals or 'cash out' at electronic funds transfer point of sale (EFTPOS) terminals, if and where available;</li> <li>• Pay Anyone payments and Internal Transfers using Bendigo Phone Banking or Bendigo e-banking (including through the Bendigo Bank app);</li> <li>• Direct debits you establish using the BSB and Account number for your Account;</li> <li>• Any other Transaction you perform or authorise using the BSB and Account number for your Account;</li> <li>• Transactions performed with a merchant or through a payment terminal setup with a merchant category code that relates to gambling or lotteries; and</li> <li>• Transactions relating to gambling or the purchase of lottery tickets or prepaid cards or money transfers.</li> </ul>
Contract	Your credit contract which consists of your Credit Card Schedule and these Terms and Conditions.
Credit Card Schedule	The offer document we give you which incorporates these Terms and Conditions.
Credit Limit	The Credit Limit set out in your Credit Card Schedule or the Credit Limit we otherwise agree with or notify to you in writing.
Digital Wallet	Digital wallet apps (software) that we support from time to time (see our website for the full list).
Disputed Transaction	A Transaction you have disputed pursuant to these Terms and Conditions.
ePayments Code	The ePayments Code, as amended from time to time.
International Transaction	An International Transaction as described in the 'International Transactions' section in these Terms and Conditions.
Last Statement	The closing balance of your Account stated on the most recent Statement of

Closing Balance	Account we issue in relation to your Account.
National Credit Code	The National Credit Code being Schedule 1 to the <i>National Consumer Credit Protection Act 2009</i> (Cth)
Payment Facilities	The Payment Facilities we make available pursuant to our Bendigo Payment Facilities Terms and Conditions. Unless otherwise defined in these Terms and Conditions, Payment Facilities defined in our Bendigo Payment Facilities Terms and Conditions have the same meanings in these Terms and Conditions.
Promotional Balance Transfer	A balance transfer of a credit card balance you have with another credit card provider that we process as a Promotional Balance Transfer.
Purchase	A Transaction performed with a merchant using your Card or Card details. Purchases do not include Transactions which we treat as Cash Advances or active Promotional Balance Transfers.
Purchases Balance	The total of all unpaid Purchases that form part of your Account Balance
PIN	Your personal identification number.
Recurring Payment	Recurring or ongoing payments you authorise with a merchant using your Card details. Recurring Payments do not include payment arrangements set up using the BSB and Account number for your Account.
Statement of Account	A Statement of Account we give you in relation to your Account.
Terms and Conditions	These Credit Card Terms and Conditions.
Transaction	A transaction performed or attempted to be performed on your Account.
Unauthorised Transaction	A Transaction which is performed on your Account without the knowledge and consent of you or an Additional Cardholder.
we, us, and our	Bendigo and Adelaide Bank Limited ABN 11 068 049 178 Australian Credit Licence 237879 of The Bendigo Centre, Bendigo VIC 3550.
you	Each borrower named in the Credit Card Schedule. 'You' also includes any person who is acting on your behalf such as an attorney or a signatory you authorise to access your Account.

In the 'Using your Bendigo Bank credit card' and 'Keeping your payment devices secure' sections of these Terms and Conditions, 'you' also includes Additional Cardholders.

## 18.2 Rules for interpreting these Terms and Conditions

In addition to the definitions above, the following rules apply to interpreting your Contract, unless the context requires otherwise:

- words defined in the Credit Card Schedule have the same meaning in these Terms and Conditions;
- words defined in the National Credit Code have the same meaning in your Contract;
- the singular includes the plural and vice versa;
- reference to legislation or codes includes any amendment to it, any legislation or code substituted for it, and any subordinate legislation made under it;
- reference to a person includes a corporation, joint venture, association, government body, firm and any other entity;
- reference to a party includes that party's personal representatives, successors and permitted assignees;
- reference to a thing (including a right) includes a part of that thing;
- 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;
- 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 your Contract and the remainder of your Contract continues with full force and effect;
- 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 something 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.



## Information Statement

### Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, the AFCA scheme, or get legal advice.

### The contract

#### 1. How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before —

- your contract is entered into; or
- you make an offer to enter into the contract; whichever happens first.

#### 2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within fourteen days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy —

- within fourteen days of your written request if the original contract came into existence one year or less before your request; or
- otherwise within 30 days of your written request.

#### 3. Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as —

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

#### 4. Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

#### 5. How can I find out the payout figure?

You can write to your credit provider at any time and ask for a statement of the payout figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within seven days after you give your request to the credit provider. You may be charged a fee for the statement.

#### 6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

#### 7. Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

#### 8. Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example —

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published by your credit provider.
- you get 20 days advance written notice for —
  - a change in the way in which interest is calculated; or
  - a change in credit fees and charges; or
  - any other changes by your credit provider; except where the change reduces what you have to pay or the change happens automatically under the contract.

#### 9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at:

GPO Box 3  
Melbourne VIC 3001  
Phone: 1800 931 678  
Website: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at [www.asic.gov.au](http://www.asic.gov.au).

## General

### 10. What do I do if I cannot make a repayment?

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways —

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

### 11. What if my credit provider and I cannot agree on a suitable arrangement?

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the AFCA scheme. Further details about this scheme are set out below in question 13.

### 12. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

### 13. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

**IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.**

**THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT:**

**GPO BOX 3  
MELBOURNE VIC 3001  
PHONE: 1800 931 678  
WEBSITE: [www.afca.org.au](http://www.afca.org.au)  
EMAIL: [info@afca.org.au](mailto:info@afca.org.au)**

**PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**

## Credit Guide

### About this Credit Guide

This document is the Credit Guide of Bendigo and Adelaide Bank Limited (ABN 11 068 049 178) (Bendigo and Adelaide Bank).

Bendigo and Adelaide Bank is a credit provider and a holder of Australian Credit Licence number 237879.

This Credit Guide has been designed to provide you with key information, so you are informed and aware of necessary matters prior to deciding to use the credit services of Bendigo and Adelaide Bank, Community Bank branches, University Community Bank or Franchise branches.

This Credit Guide may be provided to you by authorised staff of Bendigo and Adelaide Bank or its credit representatives working in Community Bank branches, University Community Bank or Franchise branches as soon as practicable after it becomes apparent to us that we are likely to enter into a contract with you.

Bendigo and Adelaide Bank takes responsibility under its Australian Credit Licence for the credit activities engaged in on its behalf Community Bank branches or Franchise branches and its authorised staff or its credit representatives working in those branches or organisations.

Throughout this Credit Guide references to:

**"Community Bank branch or branches"** are references to the franchises of Bendigo and Adelaide Bank using the Bendigo Bank and Community Bank name, logo and system of operations.

**"University Community Bank"** are references to a collaboration with a University, operated by Bendigo and Adelaide Bank using the Bendigo Bank, Community Bank and the Universities' names and logos.

**"entering into a contract"** means entering into a credit contract or consumer lease or increasing the credit limit of an existing credit contract or consumer lease.

**"Franchise branch or branches"** are reference to the franchises of Bendigo and Adelaide Bank using the Bendigo Bank name, logo and system of operations.

**"we", "us", or "our"** are references to Bendigo and Adelaide Bank, Community Bank branches, University Community Bank or Franchise branches. References to **"our staff"** and **"our branch staff"** have a corresponding meaning.

Community Bank branches, Franchise branches or University Community Bank and their employees are credit representatives of Bendigo and Adelaide Bank.

### Contact details

You can contact us at any of our branches, which are listed on our website: [www.bendigobank.com.au/contact-us](http://www.bendigobank.com.au/contact-us).

Alternatively you can contact us via:

- Telephone 1300 236 344
- The Bendigo Bank website at [www.bendigobank.com.au](http://www.bendigobank.com.au)
- Customer Feedback Team

- Telephone 1300 361 911 8.30am – 5.00pm (AEST/AEDT) Monday to Friday
- For lost and stolen cards please contact:  
From within Australia: 1800 035 383  
From Overseas: +61 3 5485 7872

### Credit Assessment of your loan application

Before entering into a contract, Bendigo and Adelaide Bank will perform a credit assessment.

This assessment will include making enquiries about:

- your objectives and requirements including the purpose of the credit; and
- your financial situation.

We will also take reasonable steps to verify your financial information.

The purpose of the credit assessment is to ensure, based on the information provided, that the proposed contract, is not unsuitable for you.

The contract is unsuitable for you, if at the time the contract is entered into:

- it is likely that you will not be able to comply with the financial obligations under the contract or you could only comply with substantial hardship; or
- the contract does not meet your objectives and requirements.

The contract will create a substantial hardship if you would only be able to meet the requirements of the contract by selling your principal place of residence.

We cannot enter into a contract which is unsuitable for you. This is a legal requirement for Bendigo and Adelaide Bank.

It is important that the information that you provide for this assessment regarding your financial situation, objectives and requirements is complete and accurate and includes any likely future changes that will impact your ability to repay the contract.

### Final Assessment

If your contract is assessed as not unsuitable and you will enter or have already entered into the contract with us, you have a right to ask us for a written copy of the Final Assessment.

The Final Assessment will contain the factual information which we used to assess the contract as not unsuitable including:

- the record of financial information you have given us;
- the information about your objectives and requirements;
- the enquiries we have undertaken to verify your financial situation;
- details of a contract we have offered to you.

You should notify us immediately if the information in the Final Assessment is not correct or has changed.

You can request a copy of the Final Assessment at any time before entering into the contract. If you make such a request, we have to provide you a written copy of the Final Assessment before entering the contract. We cannot enter into the contract, until we provide you with a copy of the Final Assessment.

You are also able to request a written copy of the Final Assessment at any time up until seven years after the contract was entered into. If you request the Final Assessment within two years of the contract being entered into, the assessment must be supplied to you within seven business days. If you request the Final Assessment beyond two years but less than seven years, the assessment must be supplied to you within 21 business days. There is no charge for the supply of the Final Assessment.

### Resolving complaints

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

You can raise your complaint with us by:

- speaking to a member of our staff directly
- telephoning 1300 236 344
- website [www.bendigobank.com.au/contact-us](http://www.bendigobank.com.au/contact-us)
- secure email – by logging into e-banking
- contacting us through a Bendigo Bank social media channel

If you are not satisfied with the outcome of a complaint, the Customer Feedback Team is able to assist. You can contact the Customer Feedback Team by:

- telephoning 1300 361 911
- 8.30am – 5.00pm (AEST/AEDT) Monday to Friday
- Emailing [feedback@bendigoadelaide.com.au](mailto:feedback@bendigoadelaide.com.au)
- by completing the relevant Customer Feedback form online or sending a letter to the Customer Feedback Team, Bendigo and Adelaide Bank Limited, Reply Paid 480, Bendigo VIC 3552

Alternatively you may refer your complaint directly to the appropriate External Dispute Resolution scheme.

We are a member of the Australian Financial Complaints Authority (AFCA). You can contact AFCA at:

- Australian Financial Complaints Authority 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 therefore you should act promptly or otherwise consult the AFCA website to find out if, or when the time limit relevant to your circumstances expires.

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

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

### Financial Difficulty

We understand there may be times when your personal circumstances change. Perhaps you have lost your job, suffered an illness or injury or have been impacted by a natural disaster.

If as a result you cannot afford the minimum repayment on your home loan, personal loan or credit card, and you would like us to consider if we can provide you with financial difficulty assistance, then please contact us immediately.

In many instances a temporary arrangement can be made quickly and efficiently over the phone.

Alternatively we may need to complete a more detailed assessment of your personal and financial circumstances to identify how we may be able to help you.

If you would like to apply for assistance, including a request for postponement of enforcement proceedings, please contact our dedicated Mortgage Help team on the below details:

- telephone: 1800 652 146 between 8.00 am and 5.00pm (AEST/AEDT) Monday to Friday
- fax: (03) 5485 7631
- email: [MortgageHelpRetail@BendigoAdelaide.com.au](mailto:MortgageHelpRetail@BendigoAdelaide.com.au)

If you are not satisfied with the outcome of your request for assistance, you may choose to contact our external resolution provider, the Australian Financial Complaints Authority (refer section titled 'Resolving complaints' for details).

# Contact us

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Visit us in person at your nearest  
Bendigo Bank branch

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Call **1300 236 344**

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

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The Bendigo Centre  
PO Box 480, Bendigo VIC 3552

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