

# Bendigo Home Equity Loan (Regulated).

## Terms & Conditions.

1 July 2019

**Bendigo and Adelaide Bank Limited**

The Bendigo Centre

Bendigo VIC 3550

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AFSL/Australian Credit Licence 237879 Bendigo Home Equity Loan (Regulated)

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# Bendigo Home Equity Loan

## Standard Terms and Conditions

This document does not contain all of the *contract* terms or all of the information we must give to *you* before *you* enter into the *contract*. The rest of the *contract* terms and information is in the *Schedule*, the Bendigo Personal Accounts and Facilities Terms and Conditions and the *Electronic Banking Conditions of Use*. *You* should read these *Standard Terms and Conditions*, the *Schedule*, the Bendigo Personal Accounts and Facilities Terms and Conditions, the *Electronic Banking Conditions of Use* and the Schedule of Fees, Charges and Transaction Rebates carefully. *You* should also keep the documents for *your* future reference.

The meaning of words printed *like this* and some other key words is explained at the end of these *Standard Terms and Conditions*.

### 1. What We Lend

1.1 We agree to provide *you* with a credit facility.

1.2 However, we will not provide the *overdraft facility* until we have received:

- each *security* and any documents we require in relation to any *security*;
- evidence of any insurance we require;
- any report or valuation we require;
- any certificate of independent advice from a solicitor we require;
- any certificate of financial advice from a financial adviser we require;
- any direct debit authority we require;
- evidence that *you* have paid or have made satisfactory arrangements to pay any applicable conveyance or transfer stamp duty or similar impost in connection with each *security*;
- any other document or information we require.

1.3 We can end this *contract* if:

- (a) any of the items listed at clause 1.2 above are not satisfactory to *us*;
- (b) *you* or a *security provider's* financial circumstances have changed since the *disclosure date*;
- (c) any *security* has been withdrawn, released or is otherwise ineffective;
- (d) any information which *you* or a *security provider* gave to *us* or which we have about *you*, a *security provider* or any *security* is not correct or has changed since we obtained it;
- (e) *you* or a *security provider* is in default under this *contract* or a *security*;
- (f) *you* or a *security provider* is *insolvent*;
- (g) *your overdraft facility* is cancelled.

1.4 We can debit all or any part of the credit provided under the *overdraft facility* to *your overdraft account*. We can debit it (so that *you* pay interest charges on the amount) on the day we provide *you* the amount (if we provide *you* the amount by posting a Bank cheque, this is the day we post that Bank cheque). If *our* solicitors provide or are to provide any of the credit to *you* or at *your* request (such as on the settlement of a property purchase), the day we provide *you* the amount is the day we provide the funds to *our* solicitors.

1.5 If any of the credit under the *overdraft facility* is to be used to pay out any other *account* *you* have with *us*, then we will affect the *payout* by crediting that other *account* with the amount required to pay it out and, at the same time, debiting that amount to *your overdraft account*.

1.6 If this *contract* is ended *you* must still pay all amounts *you* are required to pay up to that time under this *contract*. However if this *contract* is ended before *you* have obtained any of the credit or used a *card* or other means of obtaining credit provided to *you* by *us* to acquire goods or services for which credit is to be advanced under the *contract*, *you* must also pay all amounts we debit in respect of any of *our* costs we still have to pay.

### 2 Borrowing Methods

*You* may obtain credit under *your overdraft facility* by:

- (a) drawing cheques on *your overdraft account*; or

- (b) requesting us to make direct debits to or other payments from *your overdraft account*; or
- (c) Bendigo EasyMoney *card* or any other *card*; or
- (d) any other means we authorise from time to time.

### **3 Payable on Demand**

*Acting reasonably*, we can demand at any time that you pay to us the *debit balance of your overdraft account* plus any amounts charged, accrued or payable but not yet debited to *your overdraft account* (eg. if you are in default, you sell your security property or we reasonably consider it necessary to prevent fraud or other losses to you or us). If we make that demand:

- (a) *your overdraft facility* is cancelled;
- (b) you must pay to us the *debit balance of your overdraft account* plus any amounts charged, accrued or payable but not yet debited to *your overdraft account*; and
- (c) this *contract* is ended.

We will give you a reasonable time to repay this amount which may include a period of notice which we must give you to comply with the National Credit Code.

### **4 Credit Limit**

- 4.1 You must keep the *debit balance of your overdraft account* within the *credit limit*.
- 4.2 We can change the *credit limit* at any time. If any law regulates that change, we may only change to the extent permitted by, and subject to, the requirements of that law.
- 4.3 Without limiting clause 4.2, we may reduce the *credit limit* at any time if we reasonably consider it necessary to prevent fraud or other losses to you or us or to protect our legitimate interests. If we do so, we will tell you in writing.
- 4.4 The *credit limit* does not change simply because we debit an amount to *your overdraft account* that takes the *debit balance of your overdraft account* over the *credit limit*.

### **5 Cancellation of the Overdraft Facility**

- 5.1 You can cancel the *overdraft facility* at any time by:
  - telling us in writing that you want to do this;
  - and
  - paying us the *debit balance of your overdraft account* plus any amounts charged, accrued or payable but not yet debited to *your overdraft account*.
- 5.2 We can cancel the *overdraft facility* at any time and refuse to provide any further credit to you under this *contract* if we reasonably consider it necessary to prevent fraud or other losses to you or us or to protect our legitimate interests. If we do so, we will notify you as soon as possible.
- 5.3 If the *overdraft facility* is cancelled:
  - (a) you must not attempt to obtain credit under the *overdraft facility*; and
  - (b) this *contract* is ended.

### **6 Joint Accounts**

- 6.1 This clause 6 applies if more than one *person* is named in the *Schedule* as "Borrower".
- 6.2 Your liability under these terms and conditions is both joint and several. This means that each of you is liable both on your own and together for the whole of any debit balance on *your overdraft account*.
- 6.3 Subject to clause 6.4, it is up to all of you to specify how many *persons* must sign in order to operate *your overdraft account*. *Account* operating instructions are part of your *contract* with us and may only be altered by written notification to us, signed by all of you.
- 6.4 Where you have chosen to have *card* access to *your overdraft account*, each of you has access to *your overdraft account*. As signature is not required to access *your overdraft account* via a *card*, it is not possible for you to specify that more than one *person* must sign in order to operate *your overdraft account*.
- 6.5 Despite any instructions you may give us to the contrary, we may insist that *your overdraft account* only be operated on

the signatures of all of *you* if:

- one of *you* requests *us* to do so;
- we are notified of any dispute between *you*;
- we are notified of the death or bankruptcy of any of *you*.

6.6 If one of *you* (the notifying party) notifies *us* of a dispute and that the notifying party does not accept liability for further advances of credit, we will exercise *our* rights under clause 4 and reduce the *credit limit* to the *debit balance of your overdraft account* at the time of notification. We will also not allow either of *you* to obtain further advances of credit. The notifying party will be jointly and severally liable for the *debit balance of your overdraft account* at the time of notification but will not be liable for any further advances of credit made. *You* agree that each of *you* may have access to information about the *overdraft account* without the consent of the other joint *account* holders.

## **7 Authorised signatories and operating instructions**

7.1 *You* may ask *us*, in writing, to authorise one or more other people to access and operate *your account*.

A *person* who is authorised to operate *your account* is called an authorised signatory. This includes:

- (a) A *person* who is authorised to access and operate *your account* without a *card* – an authorised signatory;
- (b) A *person* who is authorised to access and operate *your account* with a *card* – an additional cardholder; and
- (c) A third party authorised by *you* to use Bendigo Phone Banking or Bendigo e-banking to access or access and operate *your* nominated *account* and who is registered with *us* as an authorised user for use of Bendigo Phone Banking or Bendigo e-banking - an authorised user.

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

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

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

- (a) that *person* must be:
  - i. 12 years or older (for a Bendigo Easy Money *card*);
  - ii. 16 years or older (for all other *cards*).
- (b) we will issue to that *person* a *card* linked to *your account* (“additional *card*”);
- (c) *you* authorise *us* to debit *your account* with all transactions made using the additional *card* and *you* will be responsible and liable for these transactions as if *you* had made them *yourself*;
- (d) these terms and conditions apply to the additional *card* in the same way that they apply to *your card*.

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

7.6 *You* can arrange to have the authority of an authorised signatory cancelled, stopped or revoked, or *your* operating instructions changed at any time. If *you* want to do this *you* must notify *us* in writing. *You* must also return to *us* any *card* (cut in half for *your* protection) or cheque book that we have issued to that *person*. *You* remain responsible for all transactions made using an additional *card* or cheque book until they are returned to *us*, or *you* have taken all reasonable steps to return them to *us*.

7.7 We are entitled to act on all instructions given by *your* authorised signatories in accordance with *your* operating instructions (*including* appointing a new authorised signatory or revoking the authority of an authorised signatory) unless the authorised signatory is an authorised user who can only access, but not operate, *your account* in which case we will only act on the instructions of that *person* in so far as they relate to accessing *your account*. We are not required to make any inquiries in relation to any instructions received by an authorised signatory in relation to the operation of *your account*.

- 7.8 These terms and conditions other than this clause apply to the authorised signatory in the same way that they apply to you.
- 7.9 You should ensure that any authorised signatory has read these terms and conditions and complies with them as if they were you. If the authorised signatory does not comply with these terms and conditions, you will be in default.
- 7.10 You consent to us giving authorised signatory information about your account.
- 7.11 You may ask us in writing to limit the dollar amount available to some authorised signatories to restrict their liability.

## **8 Interest Charges**

- 8.1 We calculate interest charges on a daily basis by applying the applicable *daily percentage rate* to the relevant part of the *daily balance*.
- 8.2 We can debit interest charges to your *overdraft account* monthly on the last day of each month. We can also debit interest charges to your *overdraft account* immediately before we make demand under clause 3 or when we cancel the *overdraft facility*.
- 8.3 The amount of interest charges debited to your *overdraft account* will comprise the sum of interest charges calculated for each day in the period commencing on:
- in the case of the first interest charge debit, the *settlement date*;
  - otherwise, the day following the last day for which an interest charge was debited; and ending:
  - where the interest charge debit takes effect earlier than immediately before the end of the day on which it is debited, the day before that day;
  - otherwise, the day on which the interest charge is debited.
- 8.4 We can change each *annual percentage rate* at any time. If any *law* regulates that change, we may only change to the extent permitted by, and subject to, the requirements of that *law*.
- 8.5 You can find out what any current reference rates under this *contract* are by asking any of our officers at any of our branches or by telephoning 1300 236 344. We publish our reference rates in a major newspaper on the last day of publication each month.
- 8.6 For the purposes of payments under the *contract*, a day ends at 5.00pm (AEST / AEDT).

## **9 Fees and Charges**

- 9.1 You must pay to us the following fees and charges (which are authorised by this *contract*):
- *government transaction charges*; and
  - the *credit fees and charges* set out in the *Schedules* which are payable as set out in the *Schedule*; and
  - any other standard fees and charges (apart from *credit fees and charges* and *government transaction charges*) we impose from time to time (see Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates as amended from time to time).
- 9.2 We can debit these fees and charges to your *overdraft account*.
- 9.3 We can debit *government transaction charges* to your *overdraft account* when the receipt or withdrawal to which those charges relate occurs.
- 9.4 We can change the fees and charges. If any *law* regulates that change, we may only change to the extent permitted by, and subject to, the requirements of that *law*. We can also change the *contract* to introduce new *credit fees and charges* (see clause 18).

## **10 What You Owe Us**

Once we debit an amount to your *overdraft account* (if it is not already owed), you owe us that amount.

## **11 Statements**

We will send you a statement of *account* at least once every three months (not always on the same day in each month). However, we need not send you a statement of *account* if:

- we wrote off your debt during the statement period and no further amount has been debited or credited to your

*overdraft account* during the statement period; or

- *you* have been in default under this *contract* for at least 3 months and we cancelled *your overdraft facility* before the statement period started and have not provided further credit to *you* during the statement period.

*You* can request a statement of *account* or query a transaction on *your* statement of *account* at any time by contacting any of *our* branches or telephoning 1300 236 344.

## **12 Over the Limit Payments**

12.1 If the *debit balance* of *your overdraft account* exceeds the *credit limit*, *you* must immediately pay the amount by which that balance exceeds the *credit limit*. We do not need to ask *you* for it first.

12.2 We do not treat a payment as made until we credit it to *your overdraft account*.

## **13 Application of Payments**

13.1 Payments received by *us* under the *contract* may be applied by *us* to any amounts *you* owe *us* under the *contract* in any order we determine.

13.2 If *you* have any other credit *contract* with *us* and *you* make a payment to *us* without telling *us* how the payment is to be applied, we will apply the payment to all or any of the credit *contracts* in any way we think fit.

## **14 Inconsistency**

14.1 If there is any conflict or inconsistency between the *Schedule, Standard Terms and Conditions*, any *security* and the *Electronic Banking Conditions of Use*, those documents will prevail in that order to the extent of the inconsistency.

## **15 Banking Code of Practice**

15.1 The Banking Code of Practice applies to the *contract*.

The Banking Code of Practice is a code of conduct which sets standards of good banking practice for *us* to follow when dealing with *you*. *You* should obtain a copy of the Banking Code of Practice available from any of *our* branches or by visiting *our* website at [www.bendigobank.com.au](http://www.bendigobank.com.au)

15.2 The Banking Code of Practice requires *us* to draw *your* attention to the availability of general descriptive information concerning *our* banking services. This includes information about:

- *account* opening procedures;
- *our* obligations regarding the confidentiality of *your* information;
- complaint handling procedures;
- bank cheques;
- the advisability of *you* informing *us* promptly when *you* are in financial difficulty so that we may discuss *your* situation; and
- the advisability of *you* reading the terms and conditions applying to this banking service.

Some of that information is contained in this document. The information is also set out in full in the Personal Accounts and Facilities Terms and Conditions. A copy of the Personal Accounts and Facilities Terms and Conditions can be obtained by contacting any of *our* branches, by telephoning 1300 236 344 or by visiting *our* website at [www.bendigobank.com.au](http://www.bendigobank.com.au)

15.3 The Banking Code of Practice also requires *us* to inform *you* of the advisability of:

- safeguarding payment instruments such as debit *cards* and cheques,
- *our* requirements that *you* inform *us* of the loss, theft or misuse of *your* payment instruments,
- the consequences of failing to inform *us* of the loss, theft or misuse of *your* payment instruments; and
- the means by which *you* can notify *us* of the loss, theft or misuse of *your* payment instruments.

Information relevant to *cards* is set out in the *Electronic Banking Conditions of Use*. Information in relation to all types of payment instruments is set out in full in the Personal Accounts and Facilities Terms and Conditions.

*You* can notify *us* of the loss, theft or misuse of *your* cheques by contacting any of *our* branches or by telephoning 1300 236 344. *You* can notify *us* of the loss, theft or misuse of *your card*, by telephoning *our* 24-hour Hotline on 1800 035 383. This is available 24 hours a day, 7 days a week. *You* should confirm any verbal notification at one of *our* branches as soon as possible.

15.4 *You* should inform *us* promptly if *you* are in financial difficulty so that we may discuss *your* situation.

## **16 Account Combination**

- 16.1 We may at any time combine the balances of 2 or more of *your accounts* even if the *accounts* are at different branches or in joint names. For example, we may do this if *you* exceed the *credit limit* applicable to *your overdraft account* and the other *account* is in credit. In this situation the credit in one *account* would be used to reduce the debit balance in the other *account*. We will promptly inform *you* if we combine *your accounts*. We need not notify *you* in advance.
- 16.2 If *you* are a recipient of Centrelink benefits, we will act in accordance with *our* obligations under the Code of Operation for Department of Human Services and Department of Veterans' Affairs Direct Credit Payments when exercising *our* right to combine *accounts*.
- 16.3 We will not exercise *our* right to combine *your accounts* in connection with amounts *you* owe in respect of any credit facility which *you* hold with *us* that is regulated by the National Credit Code:
- (a) while we are actively considering *your* financial situation as a result of *your* hardship application (we may ask *you*, as a condition of not exercising *our* right to combine *your accounts*, to agree to retain funds in an *account* until *our* decision on *your* hardship application has been made); or
  - (b) while *you* are complying with an agreed arrangement with *us* resulting from *our* consideration of *your* hardship application.

## **17 Enforcement Expenses**

- 17.1 Enforcement expenses may become payable under the *contract* or a *security* (or both) in the event of a breach.
- 17.2 You agree to pay *us* all reasonable enforcement expenses we reasonably incur arising from any breach of this *contract* or any *security*. Enforcement expenses include but are not limited to those reasonably incurred by the use of *our* staff and facilities. We can debit these amounts to *your overdraft account*.

## **18 Security**

- 18.1 If the *security* includes a mortgage:
- *you* must ensure the mortgagor's obligations under the mortgage are performed;
  - any expenses incurred by *us* in preserving or maintaining property subject to that mortgage (*including* insurance, rates and taxes payable for that property) after a breach occurs and which are authorised by the mortgage will be an enforcement expense under clause 16; and
  - if the property the subject of that mortgage can be insured, *you* must ensure insurance over mortgaged property is taken and maintained. If *you* do not, we may take out that insurance and any premium we pay will be an enforcement expense under clause 16.

If the *security* includes a guarantee, *you* must ensure that the guarantor's obligations under the guarantee are performed.

- 18.2 *Your* obligations under the *contract* are not covered by any *security interest* other than any *security interest* referred to in the *Schedule* or the subject of a specific acknowledgement from *you* that it covers *your* obligations under the *contract*, even if *you* or someone else have given *us* a *security interest* for all *your* debts to *us*.

## **19 Changes**

- 19.1 Acting reasonably, we can change this contract (such as by varying an existing provision or adding a new provision) at any time without your consent including:
- (a) imposing a new fee or charge;
  - (b) changing a reference rate or any other rate that applies to this contract;
  - (c) changing the manner in which interest is calculated or applied under this contract;
  - (d) changing the way in which repayments are calculated or when they are due;
  - (e) changing when we will give you a statement of account.

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



19.2 We will notify you of changes as set out below:

Type of change	Minimum notice period*	Notification method**
Introducing or changing fees and charges (including timing)	30 days in advance	In writing or by newspaper advertisement
Interest rate changes (other than those below) (This does not apply to rates linked to money markets or other external rates (which we do not control for which we cannot notify changes in advance.) These changes take effect from the earlier of the date you receive notification, or they are first published.)	No later than the date of the change	In writing or by newspaper advertisement
A change to the: <ul style="list-style-type: none"> <li>• method by which interest is calculated or applied</li> <li>• frequency with which interest is debited or credited</li> </ul>	30 days in advance	In writing
Introducing or changing any Government charge or tax (Note: we will only notify you if not publicised by the government separately)	30 days in advance	In writing or by newspaper advertisement
A change to amount of, frequency or time for repayments, the period over which they are to be paid, the manner in which they are to be paid or the method of calculation of repayments	30 days in advance	In writing
Changes: <ul style="list-style-type: none"> <li>• of an administrative nature or which we make in order to fix an error, inconsistency or omission</li> <li>• to replace a reference rate or index with a different reference rate or index</li> <li>• to modify our products or services to improve our customer service</li> <li>• to make the contract consistent with our internal processes, including technology improvements</li> <li>• which we consider necessary or desirable to meet best practices in our industry</li> </ul>	30 days in advance, or shorter if the change is not adverse to you	In writing, by newspaper advertisement or on our website, in any other case

\*We may not give you advance notice if a change reduces your obligations (for example if the interest rate drops) or if you get longer to pay, but we will nevertheless give you notice with your next statement.

\*\*In addition to the methods described in the table, we will always give you notice of each change in the next statement after the change, and we may also notify you by any other method permitted or required by law. Where we give you notice in writing, we may do so electronically only if you have agreed to us doing so.

\*\*\*We may give you a shorter notice period, or no notice, of an unfavourable change if:

- we believe doing so is necessary for us to avoid, or to reduce, a material increase in our credit risk or our loss, or
  - there is a change to, or introduction of a government charge that you pay directly, or indirectly, as part of your banking service.
- In that case, we will tell you about the introduction or change reasonably promptly after the government notifies us (however, we do not have to tell you about if the government publicises the introduction or change).

## 20 Review

20.1 We can review *your overdraft facility* at any time.

20.2 On a review of *your overdraft facility*, you must provide us with any documents or information we require.

## 21 General Matters

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

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

21.3 Our rights and remedies under this *contract* are in addition to other rights and remedies provided by *law* independently of it.

## Bendigo Home Equity Loan (Regulated)

- 21.4 *Our* rights and remedies under this *contract* may be exercised by any of *our* employees or any other *person* we authorise.
- 21.5 We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy to the extent it was not caused by the negligence, fraud or wilful misconduct of us, our employees or agents or a receiver appointed by us.
- 21.6 Information on current interest rates and fees and charges is available on request by contacting any of *our* branches or telephoning 1300 236 344.

### **Our Certificates**

- 21.7 We may give *you* a certificate about a matter or about an amount payable in connection with this *contract*. The certificate is sufficient evidence of the matter or amount, unless it is proved to be incorrect.

### **Assignment**

- 21.8 We may assign or otherwise deal with *our* rights under this *contract* in any way we consider appropriate. *You* agree that we may disclose any information or documents we consider desirable to help *us* exercise this right. *You* also agree that we may disclose information or documents at any time to a *person* to whom we assign *our* rights under this *contract*. *Your* rights are *personal* to *you* and may not be assigned without *our* written consent.

### **Documents**

- 21.9 *You* must supply *us* with any information or documents we ask for about *your* financial circumstances.

### **Valuations**

- 21.10 Any valuation or report we obtain is for *our* benefit, not *yours*. *You* may not rely on it.

### **Blanks**

- 21.11 *You* agree that we may fill in any blanks in any document related to this *contract* (such as an acknowledgement).

### **Notices, Other Communications and Serving Documents**

- 21.12 Communications from *us* may be signed by any of *our* employees. If *you* are a company, communications from *you* must be signed by a director.
- 21.13 Communications for *us* may be:
- (a) given *personally* to one of *our* employees at or sent by post or facsimile to *our* registered office; or
  - (b) given by any other means permitted by *law*.
- 21.14 Communications for *you* may be:
- (a) given to *you personally* or left at:
    - (i) any address specified by *you*; or
    - (ii) (if *you* are an individual) *your* residential or business address last known to *us*; or
    - (iii) (if *you* are a body corporate) *your* registered office by leaving it with one of *your* officers; or
  - (b) sent by pre-paid post at any of these places; or
  - (c) sent by facsimile to *your* residential or business facsimile number last known to *us*; or
  - (d) given by other means permitted by *law*.
- 21.15 The communications take effect from the time they are received unless a later time is specified in them. If they are sent by post to *your* last known residential or business address, they are taken to be received on the day they would be received in the ordinary course of the post. If they are sent by a facsimile machine which produces a transmission report, they are taken to be received on the date the transmitting machine produces a report indicating the communication was sent to the recipient's facsimile number. If they are given by newspaper advertisements, they are taken to be received on the date they are first published.

### Consumer Credit Legislation

21.16 Clauses 20.17 and 20.18 apply to the extent that the National Credit Code applies to this *contract*. The National Credit Code is government legislation designed to standardise and regulate credit practice within Australia. The National Credit Code sets out requirements we must meet and follow when providing certain credit to *you*, and some rights *you* have when dealing with us. A copy of the National Credit Code or more information can be obtained from the National Credit Code website at [www.asic.gov.au/credit](http://www.asic.gov.au/credit)

21.17 If:

- (a) that Code would otherwise make a provision of this *contract* illegal, void or unenforceable; or
- (b) a provision of this *contract* would otherwise contravene a requirement of that Code or impose an obligation or liability which is prohibited by that Code, this *contract* is to be read as if that provision were varied to the extent necessary to comply with that Code or, if necessary, omitted.

21.18 If that Code is inconsistent with this *contract*, that Code overrides this *contract* to the extent of the inconsistency.

### Set-Off

21.19 *You* must pay all amounts due under this *contract* in full without setting off amounts *you* believe we owe *you* except to the extent *you* have a right of set-off granted by *law* which we cannot exclude by agreement (such as under a National Credit Code) or whether there is a genuine dispute as to the amounts due under this *contract*.

### Severance

21.20 Subject to clauses 20.17 and 20.18, any provision of this *contract* that is illegal, void or unenforceable shall be ineffective to the extent only of such illegality, voidness or unenforceability without invalidating the remaining provisions of this *contract*.

### Inconsistent Law

21.21 To the extent allowed by *law* and subject to clauses 20.17, 20.18 and 20.20, this *contract* prevails to the extent it is inconsistent with any *law*.

### Applicable Law

21.22 If *you* reside in an Australian state or territory, then this *contract* is subject to the *laws* of that state or territory. Otherwise, this *contract* is subject to the *laws* of the Australian state or territory under which we first provide credit under this *contract*.

21.23 *You* submit to the *jurisdiction* of the courts of the Australian state or territory whose *laws* apply to this *contract* and the proper *jurisdiction* of any other court.

## 22 Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF)

To comply with requirements of anti-money laundering and counter-terrorism financing laws we may:

- require *you* to provide to *us*, or otherwise obtain, any additional documentation or other information;
- suspend, block or delay transactions on *your account*, or refuse to provide services to *you*;
- report any, or any proposed, transaction or activity to any body authorised to accept such reports relating to anti-money laundering and counter-terrorism financing or any other *law*.

## 23 Accessing your nominated account by cheque

### Applicability of this Part

This Part applies where your Facility is accessed by Cheque.

### Issuing and Writing Cheques

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

23.2

- (a) You may only write cheques on the forms we supply or approve. All cheques that you write must be completed clearly and signed by you or an authorised signatory. You should only sign a cheque after it has been filled out.
- (b) You must not sign blank cheques. If you sign a blank cheque you risk the person you hand the cheque to filling out the cheque for any amount you have not authorised or addressing the cheque to a person you have not authorised. We will not be held liable for any cheques you have signed whilst they are blank, nor will you be able to make a claim against us for the amount of the cheque.

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

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

- (a) try not to leave any gaps between the words or figures as to prevent insertions;
- (b) begin the amount in words with a capital letter as close as possible to the words "The sum of" and draw a line from the end of the amount in words to the printed \$;
- (c) begin the amount in figures as close as possible to the printed \$;
- (d) add the word "only" after the amount in words.

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

23.5 You should never write on or fill out a cheque with pencil or erasable ink.

23.6 The issuing of a cheque by you or an authorised signatory authorises us to debit your account with the amount of any cheque signed by you or an authorised signatory in accordance with the operating instructions on the account. You or an authorised signatory should only write a cheque if there is sufficient available funds in your account.

23.7 When you provide a cheque to another, you may not be able to recover possession of that cheque (even if it is subsequently paid). You agree that we are under no obligation to assist with the recovery of possession of any cheque and forever waive any right which you may otherwise have to require the Bank to assist with recovery.

**24 What is the effect of crossing a cheque?**

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

**25 What is the meaning of "Not Negotiable"?**

25.1 The words "not negotiable" between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the person who obtains the cheque has no greater rights than the person who transferred it to him or her.

25.2 For example, if your cheque has been stolen and passed by a thief to an innocent person, you will be able to recover the amount paid on your cheque from the innocent person (or the thief if they are found) – this is because the thief has no rights to the cheque and therefore has passed no rights to the innocent person.

**26 What is the meaning of "account payee only"?**

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

**27 What is the significance of deleting "or bearer"?**

27.1 The words "or bearer" mean that (except in the case where the cheque is crossed and must therefore be collected by a bank) the bank on which the cheque is drawn has authority to pay it to any person in possession of it even if that person found it or sold it unless the bank has reason to suspect that the cheque might have fallen into the wrong hands. If you delete these words, the cheque becomes an "order" cheque.

27.2 If a cheque is an "order" cheque then (except in cases where the cheque is crossed and must therefore be collected by a bank) the bank on which the cheque is drawn should only pay it:

- (a) to the named payee; or
- (b) to any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

## **28 Stopping your Cheque**

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

## **29 Dishonouring Cheques**

- 29.1 We may, at our discretion, dishonour a cheque if:
- (a) you have insufficient cleared funds or available credit in your account to cover the cheque;
  - (b) the cheque has not been completed correctly or is incomplete (including but not limited to a cheque that is unsigned, undated, post dated (which is a cheque dated later than the date it was written), stale, has no payee stated or has been materially altered and you have not authorised the alteration);
  - (c) you have instructed us to stop payment on the cheque;
  - (d) we have received notice of your mental incapacity, bankruptcy or death; or
  - (e) the cheque is poorly or illegibly completed.
- 29.2 If your account is closed or your cheque facility is cancelled, we may dishonour any cheque presented after closure or cancellation, unless you make other arrangements with us
- 29.3 A dishonour fee may apply if a cheque is dishonoured. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates.
- 29.4 Our right to take actions to recover money you owe us will not be prejudiced by any decision we make to meet payment on any cheque.
- 29.5 If a cheque deposited to your account is dishonoured, the cheque will not be returned to you. We may however in certain circumstances provide you with an electronic image of the cheque or other details we have which may assist you with a claim against the writer of the cheque.

## **30 Lost or Stolen Cheques and Cheque Books**

- 30.1 You must keep your cheque book and all unused cheques out of sight and in a safe place at all times (for example a locked drawer or cabinet). This will help reduce the risk of theft. Leaving your cheque book in your sock drawer or the glove box of your car is not a safe place.
- Note: As a general rule you should treat your cheque book the same way as you would a large sum of cash. Would you leave \$5,000 in cash in your sock drawer or the glove box of your car?*
- 30.2 You must keep your cheque book separate from any plastic cards or other material that bears your signature. You must not leave signed blank cheques in your cheque book.
- 30.3 If any cheque or your cheque book is lost or stolen or misused, you must notify us as soon as possible by contacting your local branch, by telephoning 1300 236 344.
- 30.4 If you delay unreasonably in advising us that a cheque or cheque book is lost or stolen or misused, other people may be able to withdraw money from your account without your permission. If you fail to notify us as soon as possible, you may be held liable for any unauthorised transactions occurring on your account before you notified us and you authorise us to debit any such amounts for which you are liable to your account.
- Example: If you become aware that your partner has been using your cheque book and you delay or fail to report your partner's activity to us you may be deemed to have consented to your partner's use of your cheque book and will not be able to make a claim at a later date.*
- 30.5 You agree to promptly review your account statements. You must notify us within 30 days of the date of receipt of a statement of account if you have any cause to suspect that there is any cheque withdrawal recorded on your statement that you did not authorise or that the information relating to any cheque withdrawal is incorrect. If you do not, then subject to any applicable law, you do not have any right to make a claim against us in respect of such withdrawal (for example, a forged cheque).

### **31 Liability**

31.1 We will not be responsible, or liable, for:

- (a) any arrangement or transaction which is conducted or processed by us on your behalf;
- (b) the dishonour or failure to dishonour any cheque drawn by you;
- (c) any delay or failure in processing a transaction on your behalf;
- (d) any damages or loss whatsoever that you may suffer as a result of a cheque being dishonoured; and
- (e) any other actions taken or not taken in relation to your cheque facility.

31.2 We will not be liable for paying on any altered or forged cheques, and will not be liable for any such losses arising from or in connection with the paying on altered and or forged cheques, where the alteration and/or forgery could not be easily detected or where the alteration and/ or forgery is due to or has been facilitated by the omission, negligence or fraud of you or your agents, employees or any third party connected with the drawing of the cheques.

### **32 Periodical Payments and Direct Debits**

32.1 If you give us authority, we can have *regular payments* made automatically out of *your overdraft account* on pre-set dates, advised by you. This type of payment is called a 'Periodical Payment' or 'Direct Debit'. The difference between these payment methods is:

- We make periodical payments from *your overdraft account* to another *account* with us or with another financial institution or to a third party. To do this we need you to call into one of *our* branches to give us your instructions.
- A merchant sends direct debits to *your overdraft account* according to an authority which you need to set up through the company, organisation or fund receiving the money, allowing us to make these payments.

32.2 Future payments set up using *your account* number can be altered or stopped by you at any time by advising us by notice in writing, via telephone, via secure email or coming into one of *our* branches and talking to a staff member. We will take and promptly process your instruction to cancel a direct debit request which is set up using *your account* number.

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

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

32.5 Should *your* card number be changed i.e. as a result of lost or stolen *card* you must request the merchant to change the details of *your* existing *Regular Payment Arrangement* to ensure arrangements continue. If you fail to undertake this activity *your Regular Payment Arrangement* either may not be honoured by us or the merchant may stop providing the goods and/or services.

32.6 Should you elect to close *your card account* or *your account* is closed by us you should contact the merchant to amend any *Regular Payment Arrangement* set up using *your* card number; as the merchant may stop providing the goods and/or services.

32.7 It is important that the difference between *your overdraft account* balance and *your credit limit* is sufficient to cover periodical payments and direct debits when they are due.

If the balance is insufficient, any direct debits are returned unpaid (dishonored) to the originating third party. However we will attempt to make periodical payments from *your overdraft account* before 8am for three consecutive days. Another attempt will be made on the fourth day and if still unsuccessful, you will be notified in writing that no more attempts will be made and you should call into one of *our* branches to arrange payment. A fee will be debited to *your overdraft account* in these circumstances. (see clause 8)

If the balance is insufficient on three consecutive payment due dates, the authority is cancelled and you are notified in writing.

32.8 If you cancel a direct debit, periodical payment or sweep facility, we must receive your instructions at least 1 business day prior to the due date of the next payment, otherwise that payment may nevertheless be made. For direct debit cancellations we may suggest that you contact the merchant concerned.

### 33 Meaning of Words

**“Account Over limit Rate”** is the reference rate we determine from time to time which we call the *“Account Overlimit Rate”*.

**“annual percentage rate”** means the rate described as an *annual percentage rate* in the *Schedule*.

**“Bendigo Home Equity Loan Variable Rate”** is the reference rate we determine from time to time which we call the *“Bendigo Home Equity Loan Variable Rate”*.

**“card”** means a Bendigo Debit *card*, Bendigo Easy Money *card*, Bendigo Visa credit *card* or Bendigo Mastercard credit *card* issued to *you* or an additional cardholder by us, that can be used to undertake an *EFT* transaction.

**“contract”** means the overdraft *contract* (as varied from time to time) *you* make or have made with *us*.

It comprises:

- The *Schedule*
- The *Standard Terms and Conditions*; and
- The *Electronic Banking Conditions of Use*.

**“costs”** includes charges and expenses and costs; charges and expenses in connection with legal and other advisers.

**“credit fees and charges”** means the *credit fees and charges* set out in the *Schedule* and any other fees and charges payable in connection with this *contract* or a *security*, but does not include:

- interest charges,
- any fees or charges that are payable to or by *us* if they would be payable even if the credit facility were not available,
- enforcement expenses,
- *government transaction charges*.

**“credit limit”** means the amount we determine to be the *credit limit* from time to time. As at the *disclosure date* it is the amount described as that in the *Schedule*.

**“daily balance”** means:

- for a day on which an interest charge is debited to *your overdraft account* and where the debit made on that day includes the interest charge for that day, the *debit balance of your overdraft account* immediately before the end of that day; and
- for any other day, the *debit balance of your overdraft account* at the end of that day.

**“daily percentage rate”** means each *annual percentage rate* divided by 365 or 366 in a *leap year*.

**“debit balance of your overdraft account”** means the amount by which *your overdraft account balance* is in debit.

**“disclosure date”** is the date described as that in the *Schedule*.

**“Electronic Banking Conditions of Use”** means the conditions appearing under that heading in this booklet.

**“facility term”** is that stated in the *Schedule*. If the *facility term* is varied, it will be the term as varied.

**“government transaction charges”** means all additional government stamp and other duties and charges payable on receipts or withdrawals under this *contract* or a *security*.

**“Home Equity Investment Rate”** is the reference rate we determine from time to time which we call the *“Home Equity Investment Rate”*.

**“including”, “include” or “such as”** when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

**“insolvent”** means

- (i) an individual who has either:
  - (a) committed an act of bankruptcy;
  - (b) entered into an assignment, arrangement, compromise or composition with his/her creditors; or
  - (c) is unable to pay any of his/her debts as and when they fall due,

- (ii) a body corporate, partnership, other entity or trustee of a trust in respect of which:
  - (a) (except for the purpose of a solvent reconstruction or amalgamation with *our* prior written consent), an order has been made to wind it up or a liquidator, provisional liquidator or controller has been appointed to it or any of its assets or a resolution has been passed for it to be wound up;
  - (b) an administrator has been appointed to it;
  - (c) it has entered, or a court has approved the terms of, an assignment, arrangement, compromise or composition with any of its creditors or members;
  - (d) an application has been made by ASIC to deregister or dissolve it;
  - (e) it is insolvent within the meaning of section 95A of the Corporations Act 2001 (as disclosed in its accounts or otherwise); or
  - (f) it is unable to pay its debts as and when they fall due.

**“jurisdiction”** This *contract* is governed by the law in force in Victoria. *You* and *we* submit to the non-exclusive jurisdiction of the courts in that place

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

**“overdraft account”** means the *account* or *accounts* we establish in *your* name for the purposes of this *contract*.

**“overdraft account balance”** is the difference between all amounts credited and all amounts debited to *your* *overdraft account*.

**“overdraft facility”** is the credit facility available or to be made available to *you* under this *contract*.

**“person”** includes an individual, a firm, a body corporate, an unincorporated association or an authority.

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

**“Schedule”** means the document entitled “Overdraft Schedule”.

**“security”** means each *security interest* described in the *Schedule* under “Security” and any substitute or additional *security interest* given or to be given in connection with this *contract*.

**“security interest”** means any mortgage, charge, lien, pledge, trust, power or other rights given or to be given as or in effect as *security* for the payment of money or performance of obligations. *Security interest* also includes a guarantee or an indemnity.

**“security property”** means the property the subject of any *security*.

**“security provider”** means each *person* (other than *you*) who gives a *security*.

**“settlement date”** means the date we first provide *you* with all or any part of the credit under the *overdraft facility*.

**“Standard Terms and Conditions”** means this document as varied from time to time.

**“such as”** see including.

**“we”, “us” and “our”** means the entity named in the *Schedule* as the credit provider under this *contract* and its successors and assigns.

**“you” and “your”** means the *person* or *persons* named in the *Schedule* as “Borrower”. If there are more than one, *you* and *your* means each of them separately and every two or more of them jointly. *You* and *your* includes *your* successors and assigns. The singular includes the plural and vice versa.

A reference to:

- (i) a document includes any variation or replacement of it; and
- (ii) anything includes the whole and each part of it.



**Bendigo and Adelaide Bank Limited**

ABN 11 068 049 178

AFSL/Australian Credit Licence 237879

## Electronic Banking Conditions of Use

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## Bendigo Home Equity Loan (Regulated)

Some of the words used in these Conditions of Use have special meanings. When a word with a special meaning is used, it is printed in italics (like this). These special meanings are set out in Clause 14 of these Conditions of Use.

### 1 Scope of these Conditions of Use

These *Electronic Banking Conditions of Use* apply when you give us an instruction, through *electronic equipment* (including *EFDs*) and using *your card* or *card* details, to debit or credit an *account*, including, for example:

- cash withdrawals and transfers between *accounts* using *your card* at ATMs;
- purchase of goods or services from a merchant using your card in an EFTPOS terminal; and
- funds transfer initiated by giving an instruction, through *electronic equipment* and using an access method, to an account institution (directly or indirectly) to debit or credit an EFT account maintained by the account institution.

These Conditions of Use do not apply:

- when you are required to sign a voucher, order or other document to perform a transaction using your card or card details; or
- in relation to Bendigo Phone Banking and Bendigo e-banking which have separate terms and conditions. These can be found in the Bendigo Personal Accounts and Facilities Terms and Conditions.

### 2 Codes of Practice

We warrant that we will comply with the requirements of the *ePayments Code of Conduct*, and the *Banking Code of Practice* in relation to the operation of *your accounts* and in relation to the use of a *Card* or *Card* and *PIN* to initiate an *EFT* transaction.

### 3 Personal Details

- 3.1 You must choose a *password* for *your card*. We may ask you for this *password* at any time as further proof of your identity.
- 3.2 You must notify us immediately if you change *your* name or address.

### 4 Your Card

- 4.1 *Your card* remains *our* property. We may issue replacement *cards* at any time and we may retain or require you to return *your card* at any time.
- 4.2 You must sign *your card* as soon as you receive it. *Your card* is only valid for the period shown on it.
- 4.3 The fact that any promotional material is displayed at premises, does not mean that we guarantee that all goods and services available there may be obtained by using *your card*. We are not responsible if a merchant or financial institution refuses to accept *your card*, does not allow cash withdrawals or places other limitations on using *your card*.
- 4.4 We are not responsible for goods or services obtained by using *your card*, unless the *law* makes us liable. Therefore, if you have any complaints about goods or services, you must take them up with the merchant.
- 4.5 We are not responsible for any refund to you by a merchant or financial institution unless the *law* makes us liable where you use *your card*.
- 4.6 When you use *your card* at the office or *EFD* of another organisation you are still bound by these Conditions of Use as if the *card* was used in one of *our* own offices or *EFDs*. You will also be subject to any operational condition imposed by that other organisation and we accept no responsibility for the imposition of such conditions.

### 5 Additional Cards

- 5.1 An *account* holder who is a cardholder can nominate another *person* to have an additional *card* and have access to the *account*. The *person* must be 16 years or older. These Conditions of Use apply to any additional *card* in the same way as they apply to *your card*. This means that any additional cardholder has the same obligations to us concerning an additional *card* as you have to us concerning *your card*. Each *account* holder will be legally liable to us under these Conditions of Use for all actions and omissions of each additional cardholder and for all use (whether authorised or unauthorised) of an additional *card* by any *person*.

## Bendigo Home Equity Loan (Regulated)

- 5.2 You can arrange to have the authority of an additional cardholder cancelled, stopped or revoked at any time. If you want to cancel, stop or revoke the authority of an additional cardholder to access and operate *your account*, you must notify us in writing and return to us any *cards* (cut in half for *your* protection) that we have issued to that *person*. Cancelling, stopping or revoking the authority of an additional cardholder will not be effective until the additional *card* is surrendered or you have taken all reasonable steps to have the *card* returned to us.

### 6 Our Right to Cancel Your Card

- 6.1 If we believe that you gave us false or misleading information to open *your account* or to obtain a *card* or you failed to abide by any of these Conditions of Use, we may cancel *your card*, and you must immediately return *your card* together with any additional *cards* to us.
- 6.2 We may cancel *your card* for any other reason. If we do, you must return *your card* and all additional *cards*.
- 6.3 After we cancel *your card*, you are still liable for any transaction you or any additional cardholder make until the *card* is returned to us.

### 7 Receipts and Statements

- 7.1 When you use an *EFD* to access *your account* we will provide you with a record of *your* transaction, unless you specify that a record is not required. Make sure you check *your* record of the transaction and keep it to reconcile to *your* statement.
- 7.2 We send you a statement of *account* at least once every three months (not always on the same day of each month). However, we need not send a statement of *account* monthly if:
- no amount was credited or debited to *your* account during the statement period and the balance on *your account* is less than \$10;
  - we wrote off *your* debt during the statement period and no further amount has been debited or credited to *your account* during the statement period; or
  - you have been in default under this *contract* for at least 3 months and we cancelled *your card* before the statement period started and have not provided further credit to you during the statement period.

In each of these circumstances we need only send you a statement at least once every 6 months. You may also request an additional statement at any time but a charge may apply to this.

### 8 If the EFD Malfunctions

- 8.1 If a *Bendigo Bank EFD* or electronic system malfunctions after having accepted *your EFT* instructions and fails to complete the transaction in accordance with those instructions resulting in loss to you of some or all of the amount of a transaction, we will correct that loss by making any necessary adjustments to *your account* including an adjustment of any interest or fee. If you consider that you have incurred additional losses as a consequence of the malfunction you may make a claim for any such loss.

If you are aware or should have been aware that the *Bendigo Bank EFD* or electronic system was unavailable for use or was malfunctioning then our responsibility will be limited to the correction of errors in *your account* and the refund of any fees or charges imposed as a result.

- 8.2 We may withdraw electronic access to *your account* without prior notice to you in the event of any *EFD* or electronic system malfunction.

### 9 Use of EFDs

- 9.1 We may limit the amount which you can withdraw from *your account* on any one day. We may also limit the way the money is given out, e.g. if you want to withdraw \$400, (and that amount is not in excess of the maximum amount withdrawable daily), the *EFD* may not pay out that amount in one transaction. You may receive \$300 and then have to make another withdrawal of \$100. Currently the maximum amount that can be withdrawn using *your card* is \$1000 per day (irrespective of the number of *accounts* which can be accessed by *your card*). Merchants and operators of *EFDs* may impose additional restrictions.

## Bendigo Home Equity Loan (Regulated)

9.2 You may link your card to:

- a *primary demand deposit account*
- a *primary mortgage loan account*.

9.3 You can use *your card* to carry out the following transactions at any of *our* automatic teller machines:

- Make deposits to a *primary demand deposit account* and a *primary mortgage loan account*.
- Make withdrawals from a *primary demand deposit account*.
- Transfer money from a *primary demand deposit account* to a *primary mortgage loan account*.
- Get *account* balances for a *primary demand deposit account*.

9.4 You can use *your card* at an automatic teller machine operated by a financial institution other than *us* to carry out the following transactions:

- Withdrawals from a *primary demand deposit account*.
- Get *account* balances for a *primary demand deposit account*.

9.5 You can use *your card* at an EFTPOS terminal to withdraw cash from a *primary demand deposit account*

9.6 You can use *your card* at a Bank@Post™ terminal to carry out the following transactions:

- Withdrawals from a *primary demand deposit account*.
- Deposits to a *primary demand deposit account*.
- Get an *account* balance for a *primary demand deposit account*.

### **10 Processing Date, Deposits, Withdrawals, Transfers and Purchases on *Your Account***

10.1 Transactions made via an *EFD* after 5.00pm (AEST / AEDT) on any day may be held over and not processed to take effect until the next day.

10.2 When *you* make a deposit to *your account* at an *EFD* operated by *us*, two bank officers open the *EFD* the next working day and compare the amount *you* placed in the envelope with the amount *you* entered in the *EFD*. If there is a difference between these two amounts then we will accept the amount in the envelope as the amount deposited and advise *you* in writing as soon as possible of the difference and adjust the *account* backdated to the date of the deposit.

10.3 The cheques that *you* deposit must be correctly endorsed.

10.4 The proceeds of any deposit may not be available for up to seven working days after the deposit is made. However, this does not mean that the proceeds of any cheques are clear and should the drawer's bank return a cheque after this time, we reserve the right to debit *your account* with the amount of the cheque plus applicable bank charges.

10.5 Unless we inform *you* otherwise, deposits to *your account* may be made:

- at any of *our* branches;
- by mail;
- through any Bendigo Bank Automatic Teller Machine;
- or
- through Bank@Post™ offices.

10.6 You must not make any withdrawals, transfers or purchases for an amount that is greater than the balance on any *account* that is not a *credit account*. We do not provide unauthorised credit on such an *account*. If *you* do overdraw on such an *account* you must pay it to *us* immediately and *you* authorise *us* to transfer any money held by *us* in other accounts in *your* name to that overdrawn *account*, to repay the overdrawn amount.

In the case of recipients of Social Security benefits, any such transfer action undertaken will conform with the provisions of the Code of Operation for Social Security Direct Deposits Payments Scheme.

If *you* overdraw any *account* that is not a *credit account*, a fee may be charged for clearing that overdrawn *account*, in addition to any interest on the amount overdrawn which will be calculated daily until the overdrawn amount is repaid.

## Bendigo Home Equity Loan (Regulated)

### 11 Card and PIN Security and Unauthorised Transactions

#### 11.1 Keep *your card* and *PIN* secure

11.1.1 *Your PIN* is confidential. It is *your* electronic signature. *You* must keep *your PIN* and *card* secure. *You* may be legally liable if someone else uses *your card* and/or *PIN* without *your* permission, (see condition 11.3).

#### 11.1.2 Make sure *you*:

- Sign *your card* when *you* receive it.
- Memorise *your PIN* and then destroy any written record *you* have of it. If *you* cannot remember *your PIN* without assistance do not write or indicate *your PIN* on *your card* and do not keep an undisguised record of *your PIN* on any article normally carried with or stored with *your card*.
- Do not tell anyone *your PIN*. Do not let any one use *your card*.
- Do not let anyone see *your PIN* when *you* use an *EFD*. DO NOT store or carry both *your Card* and *PIN* record (without making a reasonable attempt to disguise the *PIN* or prevent unauthorised access to the *PIN* record) in the same receptacle (eg. handbag, briefcase, luggage) or location (eg. room, desk, cabinet) where it may be liable to loss or theft simultaneously.

*You* are not liable for any unauthorised use that occurs before *you* have received *your card* and *PIN*. *You* will acknowledge receipt of both when *you* collect *your card* from *your* branch.

#### 11.2 If *your card* is lost or stolen or *you* believe *your PIN* has been discovered or there are unauthorised transactions on *your account*

#### 11.2.1 Notify *us* as soon as possible if *you* believe:

- Someone has stolen *your card*.
- *You* have lost *your card*.
- Someone has discovered *your PIN*.
- There is an unauthorised transaction on *your account*.

The best way is to telephone *our* 24 hour Hotline on 1800 035 383. This is available 24 hours a day, seven days a week. *You* should confirm any verbal notification at one of *our* branches as soon as possible.

11.2.2 Should the Hotline not be available when *you* discover *your card* is lost or stolen, or *your PIN* discovered, then *you* are not liable for any loss *you* suffer during the period of unavailability as long as *you* notify *us* within a reasonable time of the Hotline becoming available.

11.2.3 When *you* report the loss, theft or unauthorised use of *your card* or *PIN*, *you* will be given a notification number which *you* should retain as evidence of the date and time of *your* report.

11.2.4 The *account* holder is not liable for any transactions resulting from unauthorised use of *your card* after *you* have given *us* notice as required by this condition 11.2.

#### 11.3 The *account* holder's liability for authorised and unauthorised transactions on *your card*.

11.3.1 The *account* holder is responsible for all transactions carried out using the *card* by any of *you* or by anyone else with the knowledge and consent of any one of *you*.

11.3.2 The *account* holder will not be liable for losses arising from unauthorised transactions carried out using the *card*:

- which occur after *you* have given *us* notice as required by condition 11.2;
- that are caused by the fraudulent or negligent conduct of *our* employees or agents or companies involved in networking arrangements or of merchants who are linked to the *EFT* system or of their agents or employees;
- which relate to *cards* that are forged, faulty, expired, or cancelled;
- that arise from transactions which required the use of a *card* or *PIN* and that occurred before *you* received *your card* or *PIN* (including a reissued or replacement *card* or *PIN*);
- that are caused by the same transaction being incorrectly debited more than once to the same *account*; or where it is clear *you* have not contributed to the loss.

11.3.3 The *account* holder is liable for losses arising from unauthorised transactions carried out using the *card* only as provided in conditions 11.3.4, 11.3.5, 11.3.6 and 11.3.7.

## Bendigo Home Equity Loan (Regulated)

- 11.3.4 Where we can prove on the balance of probability that *you* contributed to the losses in any of the following ways:
- through *your* fraud;
  - by voluntarily disclosing *your PIN* to anyone, *including* a family member or friend;
  - by recording the *PIN* on the *card*, or keeping a record of the *PIN* (without making any reasonable attempt to disguise the *PIN* or prevent unauthorised access to the *PIN*) on the one article, or on several articles, carried with the *card* or liable to loss or theft simultaneously with the *card*;
  - where we permit *you* to select or change a *PIN*, by selecting numbers which represents *your* birth date or letters which are a recognisable part of *your* name, if immediately before *you* did this we specifically warned *you* not to do so and that *you* might incur liability by doing so;
  - by acting with extreme carelessness in failing to protect the security of the *PIN*;
  - the *account* holder is liable for the actual losses which occur before we are notified under condition 11.2, but is not liable for the amounts set out in condition 11.3.6;
  - by leaving a *card* in an ATM which incorporates reasonable safety standards that mitigate the risk of a *card* being left in the ATM.
- 11.3.5 Where we can prove on the balance of probability that *you* contributed to the losses by unreasonably delaying to notify *us* as required by condition 11.2 after becoming aware of the misuse, loss or theft of a *card*, or that the *PIN* had become known to someone else, the *account* holder is liable for the actual losses which occur between when *you* became aware (or should reasonably have become aware in the case of a lost or stolen *card*) and when we were actually notified, but is not liable for the amounts set out in condition 11.3.6.
- 11.3.6 An *account holder* is not liable under conditions 11.3.4 or 11.3.5 for the following amounts:
- that part of the losses incurred on any one day which exceed any applicable daily transaction limit;
  - that part of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
  - that part of the losses incurred on an *account* which exceeds the balance of the *account* (*including* any prearranged credit);
  - that part of the losses incurred on any *account* which *you* and we had not agreed could be accessed using the *card* and *PIN*;
  - any losses incurred as a result of conduct we expressly authorised *you* to engage in;
  - any losses incurred as a result of *you* disclosing, recording or storing a *PIN* in a way that is required or recommended for the purposes of using an *account* access service which is expressly or impliedly promoted, endorsed or authorised by *us*.
- 11.3.7 Where we cannot prove that the *account* holder is liable under condition 11.3.4 or 11.3.5 but a *PIN* was required to perform the unauthorised transactions, the *account* holder is liable for the least of:
- \$150; or
  - the balance of those *account(s)* (*including* any pre-arranged credit) which *you* and we have agreed may be accessed using the *card*; or
  - the actual loss at the time we are notified (where relevant) that the *card* has been misused, lost or stolen or that the *PIN* has been disclosed to someone else (but not that portion of the loss incurred which exceeds an applicable daily or periodic transaction limit).
- 11.3.8 *You* must note when *your card* will expire and advise *us* of any changes to *your* address at least two months prior to the *card* expiring. This will ensure *our* records are up to date in the event we mail *your* reissue *card* directly to *you*.

## 12 Safeguarding payment instruments

You should safeguard payment instruments such as cards, cheques, bank cheques and passbooks. Subject to clause 11 you will be liable for all transactions arising from the use of a payment instrument until you have advised *us* of its loss, theft or misuse. If any of the above payment instruments are lost, stolen or misused, you should contact *us* immediately.

## Bendigo Home Equity Loan (Regulated)

### 13 Errors or Questions

13.2 If you have a complaint concerning matters covered by these Conditions of Use (including any apparent error in a transaction or instances of unauthorised transactions or error in your statement), please promptly notify us. You can:

- contact any of our branches; or
- telephone 1800 035 383 during business hours; or
- write to Card Administration, PO Box 480, Bendigo 3552.

13.3 When you contact us:

13.3.1 Provide us with your name and card number.

13.3.2 You will be advised as to the steps you must take so that an investigation may proceed. You will be required to give details of all relevant information regarding the transactions you are unsure about. If we decide to resolve an unauthorised transaction complaint by finding the account holder is liable for none of the loss or not more than \$150 of the loss under condition 11.3.7, then within seven business days of receiving the complaint, we will adjust the account accordingly, provide the information required by paragraphs six and nine of this condition and close the investigation. Otherwise, if we are unable to resolve the matter immediately we will provide you with a written advice of our procedures as to how it will be investigated further and the other paragraphs in this condition will apply;

13.3.3 Within 21 days of receiving from you the relevant details of your complaint we will advise you in writing of either

- (a) the outcome of our investigation and which provisions of these Conditions of Use and the ePayments Code were used in determining your or our liability if any, or
- (b) the need for more time to complete our investigation.

Only in exceptional circumstances, of which we will advise you in writing, will we take more than 45 days (from when you provided the relevant details of your complaint) to complete our investigations.

On completion of our investigation we will advise you of the outcome and our reasons, with reference to relevant provisions of these Conditions of Use. Our advice will be in writing unless we are able to resolve the matter immediately.

If we conclude as a result of our investigations that your account has been incorrectly debited or credited, we will promptly adjust your account (including any interest and charges) accordingly and notify you in writing of the amount by which your account has been debited or credited as a result.

If we conclude from our investigations that your account has not been incorrectly debited or credited, or in the case of unauthorised transactions, that you have contributed to at least part of the loss occasioned by the unauthorised use (see condition 11.3) we will supply you with copies of any document or other evidence on which we based our finding.

You will be advised in writing that, if you are not satisfied with our findings, you may request a review of these findings by our senior management. You will also be advised in writing of other avenues of dispute resolution that are available to you.

Where we fail to observe the appropriate allocation of liability in accordance with clauses 5 and 6 of the ePayments Code or fail to explain the reasons for any finding that the account holder is liable by reference to relevant aspects of those clauses, or in any material respect we fail to observe the complaint investigation and resolution procedures as set out in the Terms and Conditions in this Part or required by the ePayments Code of Conduct; and where such failure contributed to a decision by us against the account holder or delayed the resolution of the complaint, we may accept full or partial liability for the amount of the transaction which is the subject of your query/complaint.

13.4 Mistaken Internet Payments

In this clause, the following words have these specific meanings:

**Mistaken Internet Payment** means 'Mistaken Internet Payment' under the ePayments Code or a 'Mistaken Payment' under the NPP Regulations.

Note: This relates to payments you make to an Unintended Recipient using the Pay Anyone Service where you

## Bendigo Home Equity Loan (Regulated)

enter an incorrect BSB or account number. It does not include payments made using BPay® or a Misdirected Payment under the NPP Regulations.

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

**ADI** means an Authorised Deposit-taking Institution as defined in the Banking Act 1959 (Cth)

**NPP** means the New Payments Platform owned and operated by or for NPP Australia Limited.

**Receiving Bank** means an ADI who subscribes to the ePayments Code, where their customer is the unintended recipient.

**Unintended Recipient** means the recipient of funds as the result of a Mistaken Internet Payment.

This clause applies where you have made a Mistaken Internet Payment:

- covered by the ePayments Code and the Other ADI subscribes to the ePayments Code; or
- which was processed through the NPP.

If you have made a mistaken internet payment, you should report it to us as soon as possible. We will investigate your reported mistaken internet payment and inform you of the outcome in writing within 30 business days of your report.

If we are satisfied that a mistaken internet payment has occurred, we will contact the receiving bank. We are not required to take any further action if we are not satisfied that a mistaken internet payment has occurred.

If the receiving bank is also satisfied that a mistaken internet payment has occurred the next actions will depend on whether the unintended recipient has sufficient funds available in their *account*.

Where the unintended recipient has sufficient funds available in their *account*, the process depends on when you reported the mistaken internet payment.

- (a) If you made the report within ten business days, the receiving bank will withdraw the funds from the unintended recipients *account*.
- (b) If you made the report between ten business days and seven months, the receiving bank will give the unintended recipient ten business days to establish that they are entitled to those funds. If the unintended recipient does not establish that they are entitled to the funds, the receiving bank will withdraw the funds from the unintended recipients *account*.
- (c) If you made the report after seven months, the receiving bank may try to get the consent of the unintended recipient to return the funds. If the unintended recipient consents, the receiving bank will withdraw those funds from the unintended recipients *account*.

Where the unintended recipient does not have sufficient funds available in their *account*, the receiving bank will use reasonable endeavours to retrieve the funds from the unintended recipient.

Where the receiving bank withdraws the funds from the unintended recipients *account*, the receiving bank will return the funds to us. We will then return the funds to you.

We are not required to credit your *account* for the amount of an incorrect 'Pay Anyone' payment pending investigation of your report.

We are not required to backdate funds to your *account* received from an unintended recipient, nor are we required to adjust interest applied to your *account*.

If the receiving bank is not satisfied that a mistaken internet payment has occurred the receiving bank may try to get the consent of the unintended recipient to return the funds.

You will be liable for losses arising from the mistaken internet payment if the receiving bank does not recover the funds from the unintended recipient.

If you are the unintended recipient of funds and if we are required to withdraw those funds from your *account* under the ePayments Code (as the receiving bank), you authorise us to withdraw those funds in accordance with the ePayments Code.



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You may complain about the report by contacting us at the Customer Advocate Office on telephone 1300 361 911 8:30am – 5.00pm (AEST /AEDT)

Monday to Friday. If you are not satisfied with the outcome you may contact the Australian Financial Complaints Authority on telephone 1800 931 678.

### 14 Variation of these Electronic Banking Conditions of Use

We can change these *Electronic Banking Conditions of Use* at any time. However, if any law or the *ePayments Code of Conduct* or the Banking Code or Practice regulates how and when a change can be made, we may only make the change to the extent permitted by, and subject to the requirements of, that law or Code.

For example, under the *ePayments Code*:

- (a) for changes we need to make due to an immediate need to restore or maintain the security of our systems or individual accounts, we do not have to give advance notice;
- (b) for other changes which:
  - increase your liability for losses relating to EFT transactions;
  - impose or increase charges relating to the use of your card or PIN or relating to issuing additional or replacement cards or new PINs;
  - impose, remove or adjust a daily transaction limit or other periodic transaction limit applying to the use of a card, PIN or EFD or electronic system for EFT transactions,
  - we will give you at least 30 days written notice of any changes, subject to the provisions of the *ePayments Code of Conduct*; and
- (c) for any other changes, we will notify you in advance of the date the change takes effect in a manner to be chosen by us which is likely to come to the attention of as many account holders as possible (for example media advertisements or placing notices on or near EFDs prior to implementing the changes).

Other Codes and laws may apply in addition to the *ePayments Code* and require different periods of notice and means of giving notice for various changes.

### 15 Meaning of Words

**“account”** means the overdraft account referred to in the Standard Terms and Conditions in this booklet and any other banking facility approved by us which may be accessed by a card.

**“account access service”** has the same meaning as in the *ePayments Code*.

**“account holder”** means the person or persons named in the Schedule as “Borrower”. If there are more than one, it means each of them separately and every two or more of them jointly and includes their successors and assigns.

**“Bendigo Bank EFD”** means an EFD controlled or provided by or on behalf of the Bank to facilitate EFT transactions.

**“card”** means a card we issue to you that can be used to access EFDs. It includes any cards issued to additional cardholders.

**“EFD”** means electronic funds devices; it includes Automatic Teller Machines, Point of Sale Terminals, Bank@Post™, EFTPOS, Card Telephones and Petrol Dispensing Machines.

**“EFT”** means the electronic transfer of funds.

**“ePayments Code”** means the *ePayments Code of Conduct*.

**“password”** means the word nominated at application by the cardholder for identification purposes.

**“person”** includes an individual, a firm, a body corporate, or an incorporated association or an authority.

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**“Pay Anyone transaction”** means a transaction using the Pay Anyone Service as described in section L of the Personal Accounts and Facilities Terms and Conditions, which can be obtained by contacting any of our branches, by telephoning 1300 236 344, by visiting our website [www.bendigobank.com.au](http://www.bendigobank.com.au).

“PIN” means the Personal Identification Number.

“primary demand deposit account” means any cheque or statement *account you* nominate to be *your* primary demand deposit *account*.

“primary mortgage loan account” means any secured loan *account you* nominate to be *your* primary mortgage loan *account*.

“Schedule” means the document entitled “Overdraft Schedule”.

“we”, “us”, or “our” means Bendigo and Adelaide Bank Limited ABN 11 068 049 178 Australian Credit Licence 237 879.

“you” or “your” means a cardholder and, unless the context indicates otherwise, includes an additional cardholder. If there is more than one cardholder, *you* means each of them separately and every two or more of them jointly.

The singular includes the plural and vice versa. A reference to:

- a document includes any variation or replacement of it.
- *law* means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, reenactments or replacements of them).

Any thing includes the whole and each part of it.

The following part of the terms and conditions booklet only applies to *your* loan if, when *you* sign the *Schedule*, *you* intend to use the credit wholly or predominantly for *personal*, domestic or household purposes.

## **Form 5 Information statement**

**paragraph 16 (1) (b) of the Code regulation 70 of the Regulations**

### **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, *your* credit provider's external dispute resolution 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 pre-contractual statement containing certain information about *your contract*. The pre-contractual 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.

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### 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 in a newspaper.
- you get 30 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 your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the Australian Financial Complaints Authority and 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.

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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.

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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.

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## Bendigo Home Equity Loan (Regulated)

dispute resolution is a free service established to provide *you* with an independent mechanism to resolve specific complaints. *Your* credit provider's external dispute resolution provider is the Australian Financial Complaints Authority and 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 <http://www.asic.gov.au>.

### Insurance

#### 15 Do I have to take out insurance?

*Your* credit provider can insist *you* take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party *personal* injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, *you* can decide if *you* want to take out insurance or not. If *you* take out insurance, the credit provider can not insist that *you* use any particular insurance company.

#### 16 Will I get details of my insurance cover?

Yes, if *you* have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by *your* credit provider. In that case the insurer must give *you* a copy of the policy within fourteen days after the insurer has accepted the insurance proposal.

Also, if *you* acquire an interest in any such insurance policy which is taken out by *your* credit provider then, within fourteen days of that happening, *your* credit provider must ensure *you* have a written notice of the particulars of that insurance.

*You* can always ask the insurer for details of *your* insurance contract. If *you* ask in writing, *your* insurer must give *you* a statement containing all the provisions of the contract.

#### 17 If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit *contract*. The insurer will inform *you* if the proposal is rejected.

#### 18 In that case, what happens to the premiums?

*Your* credit provider must give *you* a refund or credit unless the insurance is to be arranged with another insurer.

#### 19 What happens if my credit contract ends before any insurance contract over mortgaged property?

*You* can end the insurance contract and get a proportionate rebate of any premium from the insurer.

### Mortgages

#### 20 If my contract says I have to give a mortgage, what does this mean?

A mortgage means that *you* give *your* credit provider certain rights over any property *you* mortgage. If *you* default under *your* contract, *you* can lose that property and *you* might still owe money to the credit provider.

#### 21 Should I get a copy of my mortgage?

Yes. It can be part of *your* credit *contract* or, if it is a separate document, *you* will be given a copy of the mortgage within fourteen days after *your* mortgage is entered into.

However, *you* need not be given a copy if the credit provider has previously given *you* a copy of the mortgage document to keep.

#### 22 Is there anything that I am not allowed to do with the property I have mortgaged?

The *law* says *you* cannot assign or dispose of the property unless *you* have *your* credit provider's, or the court's, permission. *You* must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what *you* can or cannot do with the property.

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### 23 What can I do if I find that I cannot afford my repayments and there is a mortgage over property?

See the answers to questions 22 and 23. Otherwise *you* may —

- if the mortgaged property is goods — give the property back to *your* credit provider, together with a letter saying *you* want the credit provider to sell the property for *you*;
- sell the property, but only if *your* credit provider gives permission first;  
OR
- give the property to someone who may then take over the repayments, but only if *your* credit provider gives permission first.

If *your* credit provider won't give permission, *you* can contact their external dispute resolution scheme for help.

If *you* have a guarantor, talk to the guarantor who may be able to help *you*.

*You* should understand that *you* may owe money to *your* credit provider even after the mortgaged property is sold.

### 24 Can my credit provider take or sell the mortgaged property?

Yes, if *you* have not carried out all of *your* obligations under *your contract*.

### 25 If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. *You* have seven days after receiving *your* credit provider's request to tell *your* credit provider. If *you* do not have the goods *you* must give *your* credit provider all the information *you* have so they can be traced.

### 26 When can my credit provider or its agent come into a residence to take possession of mortgaged goods?

*Your* credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

## General

### 27 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.

### 28 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 external dispute resolution scheme that *your* credit provider belongs to. Further details about this scheme are set out below in question 25.

### 29 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 credit provider's external dispute resolution scheme or ASIC, or get legal advice.

### 30 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.

**Bendigo Home Equity Loan (Regulated)**

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 YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.

EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS.  
YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY AND 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.

## Contact us

<b>In person</b>	At your nearest Bendigo Bank branch
<b>On the phone</b>	Call <b>1300 236 344</b>
<b>Online</b>	At <a href="http://bendigobank.com.au">bendigobank.com.au</a>
<b>By mail</b>	The Bendigo Centre PO Box 480 Bendigo VIC 3552

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