

# Personal Overdraft. Terms & Conditions.

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Personal Overdraft Terms and Conditions

## Index

Personal Overdraft Standard Terms and Conditions	2
Electronic Banking Conditions of Use	12
Things <i>you</i> Should Know About <i>your</i> Proposed Credit Contract	20
1. What we Lend	2
2. Borrowing Methods	2
3. Payable on Demand	3
4. Credit Limit	3
5. Cancellation of the Overdraft Facility	3
6. Joint Accounts	3
7. Interest Charges	4
8. Fees and Charges	4
9. What <i>you</i> Owe Us	4
10. Statements	4
11. Over the Limit Payments	5
12. Application of Payments	5
13. Inconsistency	5
14. Banking Code of Practice	5
15. <i>Account</i> Combination	5
16. Enforcement Expenses	5
17. Security	5
18. Changes	6
19. Waiver	7
20. Review	7
21. General Matters	7
22. Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF)	9
23. Periodical Payments and Direct Debits	9
24. Meaning of Words	9

## Personal Overdraft

### 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*. They should be read together. *You* should read these documents 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 do not have to provide the *overdraft facility* until we have received:
- each *security* and any documents we require in relation to any *security*; and
  - evidence of any insurance we require; and
  - any report or valuation we require; and
  - any certificate of independent advice from a solicitor we require; and
  - any certificate of financial advice from a financial adviser we require; and
  - any direct debit authority we require; and
  - 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*; and
  - any other document or information we require.
- 1.3 We can end this *contract* if:
- any of the items listed at clause 1.2 above are not satisfactory to us; or
  - you* or a *security provider*'s financial circumstances have changed since the *disclosure date*; or
  - any *security* has been withdrawn or is otherwise ineffective; or
  - 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; or
  - you* or a *security provider* is in default under this *contract* or a *security*; or

(f) *you* or a *security provider* is insolvent.

- 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 effect 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.
- 1.7 *You* agree we may sign *our* offer and any document we are required to give *you* electronically and that *our* offer and any other document we are required to give *you* will be considered signed by *us* if and when we type *our* name on it and give the document to *you*. We may at *our* discretion allow *you* to accept *our* offer and execute this *contract* electronically or require that *you* physically sign it. This *contract* may be executed in any number of counterparts. A counterpart may be in an electronic form. Together, all counterparts constitute one instrument. If this *contract* is executed in counterparts, it takes effect when we receive all counterparts executed by each of *you*.

#### 2. Borrowing Methods

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

- drawing cheques on *your* overdraft account; or
- requesting us to make direct debits to or other payments from *your* overdraft account; or
- Bendigo Easy Money Card or any other card; or
- 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 (e.g. 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; and
- (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.

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 Acting reasonably, 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. *Our* right to make this change is subject to the conditions in clause 18.1.
- 4.3 Without limiting clause 4.2 but subject to the conditions in clause 18.1, we may reduce the credit limit at any time (e.g. If we reasonably consider it necessary to prevent fraud or other losses to *you* or us). 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:
  - (a) telling us in writing that *you* want to do this; and
  - (b) paying us the debit balance of *your* accrued account plus any amounts charged; or
  - (c) 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) the rest of this contract continues to operate.

- 5.4 If *you* cancel the overdraft facility, we will, at *your* request, allow *your* overdraft account to operate as a debit facility only.

### 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 of *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 a 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:
  - (a) one of *you* requests us to do so; or
  - (b) we are notified of any dispute between *you*; or
  - (c) 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 5.2 and cancel the overdraft facility. Following cancellation of the overdraft facility, *your* overdraft account will operate as a debit facility only. 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 after the time of notification.

6.7 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. Interest Charges

7.1 We calculate interest charges on a daily basis by applying the applicable daily percentage rate to the relevant part of the daily balance.

7.2 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.

7.3 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:

- (a) in the case of the first interest debit, the settlement date;
- (b) otherwise, the day following the last day for which an interest charge was debited, and ending;
- (c) where the interest charge debit takes effect earlier than immediately before the end of the day on which it was debited, the day before that day;
- (d) otherwise, the day on which the interest charge is debited.

7.4 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. *Our* right to make this change is subject to the conditions in clause 18.1.

7.5 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.

7.6 For the purposes of payments under the contract, a day ends at 5.00pm (AEST / AEDT).

## 8. Fees and Charges

8.1 You must pay to us the following fees and charges (which are authorised by this contract):

- (a) government transaction charges; and

- (b) the credit fees and charges set out in the Schedules which are payable as set out in the Schedule; and

- (c) 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 Rebates).

8.2 We can debit these fees and charges to *your* overdraft account.

8.3 We can debit government transaction charges to *your* overdraft account when the receipt or withdrawal to which those charges relate occurs.

8.4 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 8). Our right to make this change is subject to the conditions in clause 18.1.

8.5 Information on current fees and charges is available on request by asking at any of our branches or by telephoning 1300 236 344.

## 9. What You Owe Us

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

## 10. 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:

- (a) 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
- (b) *you* have been in default under this contract for at least three 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 by telephoning 1300 236 344.

**11. Over the Limit Payments**

- 11.1 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.
- 11.2 We do not treat a payment as made until we credit it to *your* overdraft account.

**12. Application of Payments**

- 12.1 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.
- 12.2 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.

**13. Inconsistency**

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.

**14. Banking Code of Practice**

- 14.1 The Australian Banking Association's Banking Code of Practice as updated, and adopted by us, from time to time sets out standards of practice and service in the Australian banking industry for individual and small business customers, and their guarantors. The relevant provisions of the Banking Code of Practice apply to the banking service outlined in these Terms and Conditions. *You* can obtain a copy of the Banking Code of Practice on our website or from any of our branches.
- 14.2 *You* should inform us promptly if *you* are in financial difficulty so that we may discuss *your* situation.

**15. Account Combination**

- 15.1 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.

- 15.2 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.

- 15.3 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.

**16. Enforcement Expenses**

- 16.1 Enforcement expenses may become payable under the contract or a security (or both) in the event of a breach.
- 16.2 *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.

**17. Security**

- 17.1 If the security includes a mortgage:
- (a) *you* must ensure the mortgagor's obligations under the mortgage are performed; and
  - (b) 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.

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.

- 17.2 If the security includes a guarantee, you must ensure that the guarantor's obligations under the guarantee are performed.
- 17.3 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.

## 18. Changes

- 18.1 Acting reasonably, we may change this contract 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. The changes we may make include:

- (a) introducing new credit fees and charges;
- (b) changing the basis upon which we calculate interest or the time at which it is debited;
- (c) changing the way in which repayments are calculated or when they are due;
- (d) changing when you owe us an amount; and
- (e) changing when we will give you a statement of account.

We can only make changes under this contract without your consent to the extent reasonably necessary to protect our legitimate interests, or to benefit you, including:

- (a) changes because of changes to our cost of funds or other costs of doing business or to ensure that we receive an adequate return on assets;
- (b) changes because of requirements of laws or industry codes of practice, prudential standards, court decisions, decisions of our dispute resolution scheme, guidance or directions from regulators, and similar reasons;
- (c) changes due to changes in the way we operate our business or our systems;
- (d) changes we think are necessary to fix errors or to make things clearer;
- (e) changes for information security or similar purposes;
- (f) changes to reflect market practice or standards or to keep our products competitive and meeting customer expectations and needs; or
- (g) changes made for other good reasons.

- 18.2 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: • method by which interest is calculated or applied • frequency with which interest is debited or credited	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: • of an administrative nature or which we make in order to fix an error, inconsistency or omission • to replace a reference rate or index with a different reference rate or index • to modify our products or services to improve our customer service • to make the contract consistent with our internal processes, including technology improvements • which we consider necessary or desirable to meet best practices in our industry	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:

- it is reasonable for us to manage a material and immediate risk, 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 it if the government publicises the introduction or change).

## 19. Waiver

We may choose at any time to waive any of our rights under the contract. Subject to any applicable law, a waiver by us is not a change to, and does not reduce our rights under, the contract unless we give *you* written notice that it is a change to the contract.

## 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 reasonably 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.

21.1A We may only exercise *our* rights under a term of this *contract* to the extent (if any) reasonably necessary to protect our legitimate interests. This clause applies to a term of this *contract*, despite any other term of this *contract*, if it:

- (a) is subject to unfair contract terms legislation; and
- (b) is to *our* advantage; and
- (c) causes a significant imbalance in the rights and obligations of *you* and *us* under this *contract*; and
- (d) would cause detriment to *you* if we applied the term or relied on the term.

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

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.

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 To the full extent permitted by law we are not liable for any loss (including any consequential 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 by 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. We may use the certificate as evidence of the matter or amount, unless it is 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 reasonably 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 to any of these places; or
  - (c) sent by facsimile to *your* residential or business facsimile number last known to us; or
  - (d) given by any 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) 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 Subject to any statutory right of set-off which we cannot exclude by agreement such as under consumer credit or competition and consumer legislation, *you* must pay all amounts due under this contract in full without setting off amounts *you* believe we owe *you* and without counterclaiming from us.

### 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, 20.20 and 21.1A, 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:

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

## 23. Periodical Payments and Direct Debits

23.1 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:

- (a) 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.
- (b) A company, organisation or fund, 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.

23.2 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.

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

23.4 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.

23.5 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.

23.6 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.

23.7 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 (dishonoured) 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.

23.8 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.

## 24. Meaning of Words

**"Account Overlimit 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.

**"card"** means a Bendigo Debit Mastercard, 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:

- (a) The Schedule;
- (b) The Standard Terms and Conditions; and
- (c) 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:

- (a) interest charges;
- (b) any fees or charges that are payable to or by us if they would be payable even if the credit facility were not available;
- (c) 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.

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

**“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 nonexclusive 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.

**“Personal Overdraft Variable Rate”** is the reference rate we determine from time to time which we call the “Personal Overdraft Variable Rate”.

**“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. any thing 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

### Index

1. Scope of these Conditions of Use	12
2. Codes of Practice	12
3. <i>Personal Details</i>	12
4. <i>Your Card</i>	12
5. <i>Additional Cards</i>	12
6. Our Right to Cancel <i>your Card</i>	13
7. Receipts and Statements	13
8. If the <i>EFD</i> malfunctions	13
9. Use of <i>EFDs</i>	13
10. Processing Date, Deposits, Withdrawals, Transfers and Purchases on <i>your Account</i>	14
11. <i>Card</i> and <i>PIN</i> Security and Unauthorised Transactions	14
12. Safeguarding Payment Instruments	16
13. Errors or Questions	16
14. Changes to these Conditions of Use	18
15. Meaning of Words	18

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 condition fourteen of these Conditions of Use.

#### 1. Scope of these Conditions of Use

These Conditions of Use apply to the use of *your card* or card details (such as card number and expiry date) to initiate transactions whether through an *EFD* or not.

#### 2. Codes of Practice

We warrant that we will comply with the requirements of the ePayments Code 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 *Your card* is only valid for the period shown on it.

4.3 If *your card* includes a signature panel *you* must sign *your card* as soon as you receive it.

4.4 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*.

4.5 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.

4.6 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*.

4.7 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.

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 also cancel *your* card where it is reasonably necessary to protect *our* legitimate interests, or to benefit *you*. 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:
- (a) 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.

## 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.
- 9.2 *You* may link *your* card to:
- (a) a primary demand deposit account;
  - (b) a primary revolving credit account;
  - (c) 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:
- (a) make deposits to a primary demand deposit account, a primary revolving credit account or a primary mortgage loan account;
  - (b) make withdrawals from a primary demand deposit account and a primary revolving credit account;
  - (c) transfer money from a primary demand deposit account to a primary revolving credit account or a primary mortgage loan account;
  - (d) transfer money from a primary revolving credit account to a primary demand deposit account or a primary mortgage loan account;
  - (e) get account balances for a primary demand deposit account and a primary revolving credit 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:
- (a) withdrawals from a primary demand deposit account and a primary revolving credit account;

- (b) get account balances for a primary demand deposit account and a primary revolving credit account;
  - (c) *you* may also be able to transfer money from one account to another depending upon the particular financial institution which operates the automatic teller machine.
- 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:
  - (a) withdrawals from a primary demand deposit account and a primary revolving credit account;
  - (b) deposits to a primary demand deposit account and a primary revolving credit account;
  - (c) get an account balance for a primary demand deposit account and a primary revolving credit 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:
    - (a) by mail;

- (b) through any Bendigo Bank Automatic Teller Machine;
  - (c) 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.

## **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*:
    - (a) If *your* card includes a signature panel *you* must sign *your* card as soon as soon as *you* receive it.
    - (b) 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.
    - (c) Do not tell anyone *your* PIN. Do not let anyone use *your* card.
    - (d) 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 (e.g. handbag, briefcase, luggage) or location (e.g. room, desk, cabinet)

where it may be liable to loss or theft simultaneously.

- (e) *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, stolen or *you* believe *your* PIN has been discovered or there are unauthorised transactions on *your* account please notify us.

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

- (a) Someone has stolen *your* card. *You* have lost *your* card. Someone has discovered *your* PIN.
- (b) There is an unauthorised transaction on *your* account please notify us.

The best way is to telephone 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.

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:

- (a) which occur after *you* have given us notice as required by condition 11.2;
- (b) 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;

- (c) which relate to cards that are forged, faulty, expired, or cancelled;
- (d) 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);
- (e) that are caused by the same transaction being incorrectly debited more than once to the same account; or
- (f) 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.

11.3.4 Where we can prove on the balance of probability that *you* contributed to the losses in any of the following ways:

- (a) through *your* fraud;
- (b) by voluntarily disclosing *your* PIN to a family member or friend;
- (c) 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;
- (d) 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;
- (e) by acting with extreme carelessness in failing to protect the security of the PIN;
- (f) 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; or
- (g) 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:

- i. that part of the losses incurred on any one day which exceed any applicable daily transaction limit;
- ii. that part of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
- iii. that part of the losses incurred on an account which exceeds the balance of the account (including any prearranged credit);
- iv. that part of the losses incurred on any account which *you* and we had not agreed could be accessed using the card and PIN;
- v. any losses incurred as a result of conduct we expressly authorised *you* to engage in; or
- vi. 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.
- vii. by leaving a card in an ATM which incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

11.3.7 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:

- (a) \$150;
- (b) the balance of those account(s) (including any pre-arranged credit) which *you* and we have agreed may be accessed using the card; or
- (c) 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.

## 13. Errors or Questions

13.1 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.

13.2 When *you* contact *us*:

Provide *us* with *your* name and card number.

*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 6 and 9 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;

Within 30 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 30 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.

### 13.3 Mistaken Internet Payments

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

**Mistaken Internet Payment** means a ‘mistaken Internet Payment’ under the ePayments code or a ‘Mistaken Payment’ under NPP Regulations.

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

- If *you* made the report within ten business days, the receiving bank will withdraw the funds from the unintended recipients account.
- 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*.

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.

*You* may complain about the report by contacting the Customer Feedback Team 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. Changes to these Conditions of Use

Acting reasonably, we can change these Electronic Banking Conditions of Use at any time. However, if any law or the ePayments Code or the Banking Code of 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. Our right to make changes to these Electronic Banking Conditions of Use is subject to the same conditions set out in clause 18.1 of the Standard Terms and Conditions.

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:
- i. increase *your* liability for losses relating to EFT transactions;
  - ii. impose or increase charges relating to the use of *your* card or PIN or relating to issuing additional or replacement cards or new PINs;
  - iii. 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.

- (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.

**“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.

**“primary revolving credit account”** means any revolving credit account *you* nominate to be *your* primary revolving credit account.

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

**“we”, “us”, or “our”** means Bendigo and Adelaide Bank Limited ABN 11 068 049 178, AFSL/Australian Credit Licence 237879.

**“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) A document includes any variation or replacement of it.
- (b) 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, re-enactments 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, the AFCA scheme, or get legal advice.

#### **The contract**

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

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

- *your* contract is entered into; or
- *you* make an offer to enter into the contract;

whichever happens first.

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

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

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

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

3. Can I terminate the contract?

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

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

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

4. Can I pay my credit contract out early?

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

5. How can I find out the payout figure?

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

*Your* credit provider must give *you* the statement within 7 days after *you* give *your* request to the credit provider. *You* may be charged a fee for the statement.

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

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

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

Yes, but only if *your* contract says so.

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

That depends on the type of change. For example —

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

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

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

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

The AFCA scheme can be contacted at:

GPO Box 3

Melbourne VIC 3001

Phone: 1800 931 678

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

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

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

## Insurance

### 10. 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 cannot insist that *you* use any particular insurance company.

### 11. 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 14 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 14 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.

### 12. 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.

### 13. 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.

### 14. 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

### 15. 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.

### 16. 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 14 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.

### 17. 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.

### 18. 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 the AFCA 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.

19. Can my credit provider take or sell the mortgaged property?

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

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

Yes. *You* have 7 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.

21. 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

22. 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.

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

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

If the credit provider still refuses *your* request *you* can complain to the AFCA scheme. Further details about this scheme are set out below in question 25.

24. Can my credit provider take action against me?

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

25. Do I have any other rights and obligations?

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

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

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

**GPO BOX 3 MELBOURNE VIC 3001**

**PHONE: 1800 931 678**

**WEBSITE: [www.afca.org.au](http://www.afca.org.au)**

**EMAIL: [info@afca.org.au](mailto:info@afca.org.au)**

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

## Talk to us today

<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="https://bendigobank.com.au">bendigobank.com.au</a>
<b>By mail</b>	The Bendigo Centre PO Box 480 Bendigo VIC 3552

Bendigo and Adelaide Bank Limited, The Bendigo Centre, Bendigo VIC 3550 ABN 11 068 049 178. AFSL/ Australian Credit Licence 237879.

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