

Bendigo Home Equity Loan (Regulated).

Terms & Conditions.

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Bendigo Home Equity Loan (Regulated)

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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 - (c) any *security* has been withdrawn, released or is otherwise ineffective;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 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.

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

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 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 immediately 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.

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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, whether or not you have breached this contract. If we do so and you are not in breach of this contract, 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 whether or not you have breached this contract, (e.g. if we reasonably consider it necessary to prevent fraud or other losses to you or us). 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.

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 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:

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- (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 BENDIGO** (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 5pm Victorian time.

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*.

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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:

- no amount was credited or debited to *your overdraft account* during the statement period and the *debit balance of your overdraft account* is less than \$10; or
- 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 BENDIGO** (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 Code of Banking Practice

15.1 The Code of Banking Practice applies to the *contract*. The Code of Banking Practice is a voluntary 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 Code of Banking Practice available from any of *our* branches or by visiting *our* website at www.bendigobank.com.au

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

- *account* opening procedures;
- the identification requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006;
- options available under the tax file number legislation;
- *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 BENDIGO** (1300 236 344) or by visiting *our* website at www.bendigobank.com.au

15.3 The Code of Banking 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.

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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 BENDIGO** (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; and
- 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.

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 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:

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

- 19.2 We will notify you when we:

- (a) change any reference rate or any *annual percentage rate* that is not determined by referring to a reference rate that applies to this contract. Where a change to any reference rate does not reduce your obligations and takes effect on or after a day it is published in the regular publication of our reference rates under clause 7.5, you will be notified of the change by that publication. Where a change to any reference rate or any *annual percentage rate* that is not determined by referring to a reference rate does not reduce your obligations and, in the

case of a change to a reference rate, takes effect before a day on which it is published in the regular publication of *our* reference rates under clause 7.5, we will notify *you* either by advertising in a newspaper circulating throughout the *jurisdiction* or in writing to *you* not later than the day on which the change takes effect. If we notify *you* by advertisement we will also provide *you* with such particulars of the change as are required by *law* before or when we provide *your* next statement of *account* after the change takes effect. Where such a change reduces *your* obligations we will notify *you* in writing before or when we provide *your* next statement of *account* after the change takes effect.

- (b) discontinue any reference rate or change the manner in which interest is calculated or applied under this *contract*. Where such a change does not reduce *your* obligations or does not extend the time for payment, we will give *you* at least 20 days' prior written notice. Where such a change reduces *your* obligations we will give *you* written notice before or when we provide *your* next statement of *account* after the change takes effect.
- (c) change the amount or frequency of payment of a *credit fee and charge* or impose a new *credit fee and charge*. Where a change to the amount of a *credit fee and charge* or the imposition of a new *credit fee and charge* does not reduce *your* obligations or does not extend the time for payment, we will give *you* at least 20 days' prior notice either by advertisement in a newspaper circulating throughout the *jurisdiction* or in writing to *you*. If we notify *you* by advertisement we will also provide *you* with such particulars of the change as are required by *law* before or when we provide *your* next statement of *account* after the change takes effect. Where a change to the frequency of payment of a *credit fee and charge* does not reduce *your* obligations or does not extend the time for payment, we will give at least 20 days' prior notice in writing to *you*. Where a change to the amount or frequency or payment of a *credit fee and charge* or the imposition of a new *credit fee and charge* reduces *your* obligations or extends the time for payment, we will notify *you* before or when we provide *your* next statement of *account* after the change takes effect.
- (d) change the amount or frequency of payment of a repayment. Where such a change does not reduce *your* obligations or does not extend the time for payment, we will give at least 20 days' prior written notice to *you*. Where such a change reduces *your* obligations or extends the time for payment, we will give *you* written notice no later than before or when we provide *your* next statement of *account* after the change takes effect.

(e) change the terms and conditions of the *contract* and fees and charges (other than in the ways set out in sub-clauses 18.2(a) to 18.2(d)). We will do this either in writing to *you* or by newspaper advertisement or both.

- 19.3 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 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.
- 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.
- 21.6 Information on current interest rates and fees and charges is available on request by contacting any of *our* branches or telephoning **1300 BENDIGO** (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.

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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

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 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:

- 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.

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 number.

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 (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.

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 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*.

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“**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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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 *Code of Banking 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 return 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*.
- 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.

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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.

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 5pm Victorian time 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

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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.

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

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- 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.
- 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 Errors or Questions

12.1 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.

12.2 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 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;
- 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.

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

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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.

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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*.

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 Financial Ombudsman Service Australia on

telephone 1800 367 287.

13 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 *Code of Banking 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 20 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.

14 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 Home Equity Loan (Regulated)

“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.

“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 BENDIGO** (1300 236 344), by visiting our website 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.

“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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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.

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 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 *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 Financial Ombudsman Service Australia and can be contacted at:

GPO Box 3
Melbourne VIC 3001
Phone: 1800 367 287
Fax: 03 9613 6399
Website:
www.fos.org.au
Email:
info@fos.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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GPO Box 3
Melbourne VIC 3001
Phone: 1800 367 287
Fax: 03 9613 6399
Website: www.fos.org.au
Email: info@fos.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.

Bendigo Home Equity Loan (Regulated)

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.

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.

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 FINANCIAL OMBUDSMAN SERVICE AUSTRALIA AND CAN BE CONTACTED AT:

**GPO BOX 3
MELBOURNE VIC 3001
PHONE: 1800 FOS AUS (1800 367 287)
FAX: 03 9613 6399
WEBSITE: www.fos.org.au
EMAIL: info@fos.org.au**

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

Contact us

In person	At your nearest Bendigo Bank branch
On the phone	Call 1300 BENDIGO
Online	At bendigobank.com.au
By mail	The Bendigo Centre PO Box 480 Bendigo VIC 3552

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