

e-banking Telegraphic Transfer. Terms & Conditions.

24 November 2016



e-banking Telegraphic Transfer Terms & Conditions.

Bendigo and Adelaide Bank Limited
The Bendigo Centre
Bendigo VIC 3550
Telephone 03 5485 7911
ABN 11 068 049 178.
AFSL/Australian Credit Licence 237879

The following terms and conditions apply to all Outgoing Telegraphic Transfer Requests processed by Bendigo Bank ("Telegraphic Transfers").

These Terms and Conditions must be read in conjunction with the terms and conditions that apply to Bendigo e banking and the terms and conditions that apply to any account(s) you have with Bendigo Bank ("us"). The terms and conditions are set out in the applicable Bendigo Bank Product Disclosure Statements or Terms and Conditions. A copy of our Product Disclosure Statements or 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.

You should read these terms and conditions carefully and ask us if you have any questions.

1. Authority to process Telegraphic Transfer and deduct amount of Telegraphic Transfer and fee

- 1.1 You authorise us to process a Telegraphic Transfer upon request.
- 1.2 You authorise us to debit the nominated account(s) that you specify with the amount or AUD equivalent (as applicable) of the Telegraphic Transfer and fee. We may impose restrictions on the accounts from which a Telegraphic Transfer may be made.

2. Information required to process transfers

- 2.1 When you request a Telegraphic Transfer you must provide us with the following information.
- The account from which you authorise us to debit the Telegraphic Transfer and any fees;
 - Your full account name and residential address as the Ordering Customer;
 - The amount of the Telegraphic Transfer;
 - The currency that the Telegraphic Transfer is to be made in;
 - The correct bank name and address of the beneficiary's bank;
 - The correct BSB, routing number or equivalent for the beneficiary's bank;
 - The correct account number or IBAN of the beneficiary; and
 - The correct name and address of the beneficiary.
- 2.2 You acknowledge and accept that we are not obliged to effect a Telegraphic Transfer if all of the above information is not provided or any of it is incorrect.
- 2.3 We are not responsible for the accuracy of information provided to us by you. It is your responsibility to confirm all details are correct prior to selecting the "Approve" button on each Telegraphic Transfer.
- 2.4 We recommend that you ensure that all details provided for a Telegraphic Transfer have been verified with the beneficiary prior to processing, in order to ensure prompt delivery.
- 2.5 If you request us to amend any details provided by you after we have sent the payment we cannot guarantee the success of any amendments as they are applied at the discretion of the beneficiary or intermediary banks.
- 2.6 Information which we reasonably require to comply with any laws in Australia or any other country must

be provided to us, and may be disclosed where required by any laws in Australia or any other country.

- 2.7 If we require further information to send the payment, we will contact you via secure email in e-banking and/or via telephone.
- 2.8 In the event that the necessary information is not received within 48 hours, we will cancel the transaction and refund the full value to your account.

3. Time required to process transfers

- 3.1 A Telegraphic Transfer will usually be received by the beneficiary within two to seven business days.
- 3.2 In some instances, the time required for delivery of a Telegraphic Transfer may exceed seven business days.
- 3.3 A delay may occur in the processing of a Telegraphic Transfer where:
- There is a public or bank holiday on the day you request a Telegraphic Transfer; or
 - You request a Telegraphic Transfer on a day which is not a business day or after our Telegraphic Transfer cut off time on a business day (see clause 4).
- 3.4 We are not responsible for any delays in transmission or payment caused by circumstances beyond our control and we accept no liability for any loss of any kind whatsoever (including any consequential loss and expense) thereby resulting.

4. Cut off times

- 4.1 Our daily processing cut-off time for Telegraphic Transfers is displayed under the payments tab of the e-banking screen. We reserve the right to alter our processing cut-off time.

5. Cleared funds must be available

- 5.1 To initiate a Telegraphic Transfer via e-banking you must have cleared funds available in your account at the time of processing of an amount equal to or greater than the sum of the Telegraphic Transfer and the fee.
- 5.2 We are not obliged to process any Telegraphic Transfers if there is insufficient funds available for withdrawal in the specified account to be debited on the due payment date.

6. Daily payment limit

- 6.1 We may impose restrictions on the accounts from

which a Telegraphic Transfer may be made or impose limits on the amount of Telegraphic Transfers.

- 6.2 When you register for the e-banking Telegraphic Transfer service you will be assigned a daily payment limit. A daily limit in excess of AUD 30,000 will require a signed request from you and is subject to approval.

7. Foreign currency

- 7.1 We generally recommend that you send funds in the currency of the destination country, as poor exchange rates and any receiving bank's conversion costs may substantially reduce the local amount received. US Dollars, Australian Dollars or other major currencies are often accepted or preferred by beneficiaries when the local currency is not available.

- 7.2 We are not responsible for foreign exchange rate fluctuations.

- 7.3 The following Telegraphic Transfers in foreign currencies will be converted from AUD at the applicable rate on the day of processing.

- Telegraphic Transfers entered after the payment processing cut-off time;
- future dated Telegraphic Transfers; and
- recurring payments.

Any rate displayed for these transactions prior to the processing date are indicative only. The amount debited from your account is likely to be different in these situations.

- 7.4 Access to 'Foreign to Foreign' and 'FX deal' functions is only available to foreign exchange customers who deal directly with our Foreign Exchange Dealers.

8. Recalls

- 8.1 We cannot guarantee the success of any recalls where a Telegraphic Transfer has been made in error.

- 8.2 Beneficiary banks or intermediary banks may deduct charges for any recall requests, therefore the ordering customer may receive less than the amount sent.

- 8.3 Any recalls will be converted at the "Buy" rate prevailing on the day of return of proceeds.

9. Security tokens, user ID and password

- 9.1 To initiate Telegraphic Transfers via our e-banking

site you will be required to use a token to verify your identity. We will provide you with a token when you register for the Telegraphic Transfer service if you don't already have one. A new token may be required every three years.

- 9.2 You are responsible for the security of your token, user id and password. For your protection we recommend that these are not kept together. We are not liable for fraudulent use of your token, logon id and password.

10. Trace requests

Trace requests will not be initiated by us prior to seven business days from value date of the original Telegraphic Transfer. Responses are determined by the overseas banks and could take up to 30 business days.

11. Future dated or recurring Telegraphic Transfers

- 11.1 Where this functionality is available, only one attempt will be made to process future dated or recurring Telegraphic Transfers. Should a Telegraphic Transfer not be processed due to insufficient funds you will have to request another Telegraphic Transfer in its place.

- 11.2 As Telegraphic Transfer fees are taken at the time of processing, the fee applicable to future dated or recurring future Telegraphic Transfers (where this functionality is available) could change between the time that the Telegraphic Transfer is set up and the processing date.

- 11.3 Telegraphic Transfers are processed on the future or recurring date that you specify. See clause 7.3 for the conversion rate for future or recurring Telegraphic Transfers in foreign currency.

12. Mistaken, unauthorised or fraudulent transactions

- 12.1 On each occasion, you will receive a receipt of the transaction, which should be carefully checked. Any disagreement with the details of the receipt should be acted upon immediately to ensure there has been no confusion with the commercial terms of the transaction.

- 12.2 You must notify us immediately:

- If you become aware that you have made a mistake when requesting a Telegraphic Transfer;
- You or your authorised user did not authorise the Telegraphic Transfer from your account;
- If you believe that a Telegraphic Transfer was not processed in accordance with your

instructions; or

- If you believe that you or your authorised user have been fraudulently induced to make a Telegraphic Transfer.

- 12.3 We may suspend your or your authorised user's right to use the Telegraphic Transfer service at any time if you or your authorised user is suspected of acting in a fraudulent manner.
- 13. Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF)**
- 13.1 We are committed to the regulatory requirements for anti-money laundering and counter-terrorism financing.
- 13.2 When arranging a Telegraphic Transfer with us, you warrant that the payment of monies in accordance with your instructions by us will not breach any laws in Australia or any other country.
- 13.3 We may delay, block or refuse to make a Telegraphic Transfer if we believe on reasonable grounds that making a Telegraphic Transfer may breach any law in Australia or any other country. We will incur no liability to you if it does so.
- 14. Our fees and charges**
- 14.1 The Telegraphic Transfer fee taken at the time the request is processed is our fee only and is not intended to substitute or replace any other costs related to the delivery of this transaction.
- 14.2 If you request us to amend any details provided by you after we have sent the payment you may be charged an amendment fee.
- 14.3 If you request us to recall a Telegraphic Transfer we may charge a fee.
- 14.4 If you request us to make enquiries regarding delivery of a telegraphic transfer we may charge a fee.
- 14.5 A fee to cover the cost of the security token is payable at the time of registration for the Telegraphic Transfer service. A fee is payable for each re-issued token.
- 14.6 Full details of current fees can be found in the Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates. A copy of the Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates 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. Other fees and charges you may have to pay

- 15.1 The beneficiary bank or intermediary bank may deduct a fee from the proceeds of any Telegraphic Transfer.
- 15.2 The majority of overseas banks levy other processing charges which vary between banks/countries. If these charges are deducted from the transmitted funds this will result in the beneficiary receiving a lesser amount than transmitted.
- 15.3 Beneficiary banks or intermediary banks may deduct charges for any payments that they reject.

16. No obligation to process transfer

- 16.1 All Telegraphic Transfers are processed on a best endeavours basis, and we cannot guarantee the success of any Telegraphic Transfer.
- 16.2 Notwithstanding anything else in these Terms and Conditions, we reserve the right to refuse to process a Telegraphic Transfer. We do not have to give reasons if we refuse to process a Telegraphic Transfer.

17. Changes to terms and conditions

We reserve the right to change the Terms and Conditions at any time. We will notify you of any change as required by law. We will notify you of changes by advertisement in the national media or by writing to you no later than the day on which the change takes effect.

18. If you have a concern or complaint

- 18.1 We recognise that we don't always get it right and we fall short of both our own and our customers' expectations. When this happens, we want to know about it and we will make every effort to resolve the situation in a fair and timely manner.
- 18.2 You can raise your concern or complaint with us by:
- (a) speaking to a member of our branch staff directly;
 - (b) telephoning the Customer Advocate Office on 1300 361 911 between 8.30am – 6.00pm (Victorian time), Monday to Friday;
 - (c) Faxing us on 1300 367 615;
 - (d) Emailing feedback@bendigodelaide.com.au
 - (e) completing the Customer Feedback form "Talk to us we're listening" available from your nearest branch or online at www.bendigobank.com.au; or
 - (f) writing to the Customer Advocate Office,

e-banking Telegraphic Transfer Terms & Conditions.

Bendigo and Adelaide Bank Limited, Reply Paid
480, Bendigo VIC 3552 Merchant, financial
institution or other person.

Experience tells us that most concerns or complaints can be fixed at this level. If however, your concern or complaint requires specialist attention, the appropriate staff member will respond to you promptly advising the expected timeframe resolution will take.

We are a member of the Financial Ombudsman Service Australia. You can contact the Ombudsman at:

Financial Ombudsman Service Australia

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

The Financial Ombudsman Service is provided to you free of charge.

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

Bendigo and Adelaide Bank Limited, The Bendigo Centre, Bendigo VIC 3550 ABN 11 068 049 178. AFSL/Australian Credit Licence No. 237879.

(V009) BEN50TC031 (24/11/2016)