

Bendigo Credit Card. Terms & Conditions.

22 January 2018

Bendigo and Adelaide Bank Limited
The Bendigo Centre
Bendigo VIC 3550
Telephone **1300 BENDIGO** (1300 236 344)
ABN 11 068 049 178.
AFSL/Australian Credit Licence 237879
Bendigo Credit Card Terms of Use

The issuer of the products described in this document is
Bendigo and Adelaide Bank Limited,
ABN 11 068 049 178 AFSL No. 237879.
ABN 69 079 137 518.

Bendigo and Adelaide Bank Limited has appointed
Community Sector Banking Pty Ltd (“Community Sector
Banking”) as its Authorised Representative and Credit
Representative to advise and deal in relation to these
products.

Community Sector Banking ABN 88 098 858 765
(Australian Financial Services authorised representative
No. 265317 and Australian Credit authorised
representative No. 379667) is a franchisee of Bendigo
and Adelaide Bank Limited ABN 11 068 049 178, AFSL
and Australian Credit Licence No. 237879 and is a
wholly owned subsidiary of Community Sector
Enterprises Pty Ltd ABN 95 098 858 354. Community
Sector Enterprises is a 50/50 joint venture between
Bendigo and Adelaide Bank and Community 21 Limited
ABN 79 097 612 416. **act.** is a division of Community
Sector Banking. Telephone **1300 ACT TODAY** (1300 228
863).

For the purpose of these Bendigo Credit Card Terms &
Conditions, references to Bendigo Credit Cards include
act. VISA Credit Cards. These Bendigo Credit Card Terms
& Conditions apply to all **act.** VISA Credit Cards. For all
act. products, you should refer to the **act.** Terms &
Conditions available at letsact.com.au which govern the
use of the **act.** platform. Those **act.** Terms & Conditions
constitute a separate agreement between yourself and
Community Sector Banking and do not form part of the
banking service provided to you.

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The Conditions of Use booklet does not contain all the required precontractual information. Other precontractual information is contained in the *Bendigo Credit Card Schedule*, *Bendigo Rewards Terms & Conditions* and *Bendigo Platinum Credit Card Insurance Terms & Conditions* enclosed with this booklet.

The *Electronic Banking Conditions of Use* in conjunction with the Credit Card Conditions of Use apply for any transactions that are generated using a Personal Identification Number (PIN). For the cost of other services refer to the Schedule of Fees, Charges and Transaction Account Rebates, available from branches or online.

You should read these Conditions of Use, the *Bendigo Credit Card Schedule*, the *Electronic Banking Conditions of Use* and the Schedule of Fees, Charges and Transaction Account Rebates carefully before using your Bendigo Credit Card. You should also keep these documents for your future reference.

Conditions of Use

Some of the words used in these Conditions of Use have special meanings. When a word with a special meaning is used, it is printed in italics (*like this*). These special meanings are set out in condition 35 of these Conditions of Use.

1. What you owe us

- 1.1 You agree that we may debit to *your card account* and you must pay to us amounts debited for:
- purchases (the price of goods and services obtained from a merchant including by mail, electronic and telephone orders) charged to *your card account* (this includes direct debits where you provide the merchant with *your card number*);
 - cheques drawn on *your card account* (if the *Bendigo Credit Card Schedule* indicates that you have a Personal Overdraft Account);
 - cash advances* charged to *your card account* (this includes direct debits where you provide the merchant with the BSB and account number of *your card account*);
 - interest charges (see condition 13);
 - fees and charges (see condition 14);
 - enforcement expenses (see condition 18.3, 18.4 and 18.5); and
 - any other amount you must pay in connection with this *contract* on the date it becomes due.

2. Your Bendigo Credit Card

- 2.1 You must be 18 years of age or more to apply for a Bendigo Credit Card.
- 2.2 The issue and use of a Bendigo Credit Card is at all times at *our* discretion. The Bendigo Credit Card will always remain *our* property and must be returned to us on demand.
- 2.3 We may issue replacement Bendigo Credit Cards at any time. If we issue a replacement Bendigo Credit Card to you or a *person* appointed under clause 21.1 or 21.2, you or a *person* appointed under clause 21.1 or 21.2 must not use the Bendigo Credit Card it replaces and you remain liable for any use of the replaced card.
- 2.4 Before the expiry date of *your* Bendigo Credit Card, we will automatically issue a renewal Bendigo Credit Card unless you request us in writing not to do so.
- 2.5 Your Bendigo Credit Card is only valid for the period shown on it.
- 2.6 You must ensure that you:
- Sign *your card* as soon as you receive it;
 - Keep *your card* and *PIN* secure. *Your PIN* is *your* electronic signature. Do not tell anyone *your PIN*, not even family members;
 - Check regularly that you have *your card* in *your possession*;
 - Take steps to ensure that no one else has access to the *PIN* notification you receive through the mail. We recommend that you destroy the *PIN* notification once you have memorised it;
 - If you cannot remember *your PIN* without assistance do not record *your PIN* on *your card* and do not store or carry any record of *your PIN* in an undisguised form with the *card* (merely placing a couple of digits at the beginning or end of *your PIN* disguising it as a telephone number, postcode or birth date is not sufficient);
 - Do not let anyone use *your card*. You may be legally liable if someone else uses *your card* and *PIN* with or without *your permission*;
 - Collect *your card* from the ATM after completing a transaction;
 - Destroy expired cards;
 - You must also ensure that any additional cardholder does each of these things.

2.7 You can normally use *your* Bendigo Credit Card to carry out transactions in Australia and overseas where the Mastercard or Visa card logo is displayed, as appropriate.

However, the fact that the Mastercard or Visa card logo is displayed at premises, does not mean that we guarantee that all goods and services available there may be obtained by using *your* Bendigo Credit Card. We are not responsible if a merchant or financial institution refuses to accept the Bendigo Credit Card, does not allow cash withdrawals or places other limitations on using the Bendigo Credit Card.

2.8 Some transactions need authorisation from us – we may refuse to approve a proposed transaction if:

- a) The transaction would take *your account balance* over the *credit limit*;
- b) The Bendigo Credit Card has been reported lost or stolen; or
- c) We have any other good reason to do so.

2.9 You or any additional cardholder may be required to produce suitable identification when using a Bendigo Credit Card.

2.10 We are not responsible for the following, unless the law says we are:

- a) any goods or services which *you* have obtained from a merchant using *your* card; and
- b) any refund by a merchant.

If *you* have any complaints about goods or services, *you* must raise them directly with the merchant.

2.11 Bendigo Credit Cards to which this document applies are only available to individuals and are not for use by a business or for business purposes.

3. Personal details

3.1 You must choose a *password* for *your* Bendigo Credit 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. This will ensure *our* records are up to date in the event that we mail *your* reissued Bendigo Credit Card directly to *you*.

4. Lost/stolen cards

4.1 You must tell us immediately if *your* Bendigo Credit Card is lost or stolen or *you* suspect that *your* Bendigo Credit Card has been used without *your* permission. You must give us all relevant

information *you* may have. You must confirm in writing any notice *you* give us by telephone.

4.2 You may notify us in Australia by telephoning *our* 24 hour hotline on 1800 035 383 or by informing any of *our* branches. If *you* are overseas, please telephone the appropriate 24 hour reverse charges number:

- Visa + 1 303 967 1090
- Mastercard + 1 636 722 7111

Alternatively, call at any bank displaying the Mastercard or Visa card logo, as appropriate.

5. Your liability

5.1 You are not liable for any transactions performed without *your* permission unless *you* have contributed to the losses by:

- a) letting someone else use *your* Bendigo Credit Card; or
- b) unreasonably delaying in notifying us of the loss, theft or unauthorised use of *your* Bendigo Credit Card; or
- c) leaving a card in an ATM which incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

If *you* did either of these things, we may hold *you* liable for all transactions carried out using *your* Bendigo Credit Card up to the time *you* notify us of the loss, theft or unauthorised use of *your* Bendigo Credit Card.

6. Disputed transactions

6.1 A disputed transaction may include:

- a) An unauthorised transaction – A transaction which *you* believe was not authorised by yourself or by an additional cardholder. This includes any unauthorised telephone, internet, mail order, or any other unauthorised transaction on *your* account.
- b) General dispute – may constitute any of the following examples:
 - The amount listed on the statement may be different to the amount authorised,
 - Goods/services may not have been provided, or may be different from the description, or
 - Goods may have been returned and the amount has not been refunded to *your* account.

- 6.2 Despite notifying *us* of a disputed transaction, pending resolution of the dispute, *you* remain liable for any *cash advance* or purchase made by a cardholder or any *person* authorised by a cardholder.
- 6.3 If a dispute is withdrawn or resolved in favour of the merchant a voucher retrieval fee may apply.
- 6.4 If we need to order a copy of a voucher in order to investigate a disputed transaction, a fee will apply for any voucher subsequently identified as valid.
- 6.5 Whilst we investigate *your* dispute, *you* should continue to pay *your* minimal payment in order to avoid any late fees or arrears.
- 6.6 Where a dispute is resolved in *your* favour, we will make the necessary adjustments to any interest and fees charged as a result of *your* dispute.
- 6.7 Where a disputed transaction relates to a payment *you* made via a 'Pay Anyone' internet banking facility, Electronic Banking Conditions of Use clause 10.3 may apply instead of this clause 6.
- 6.8 For any other type of dispute refer to the Bendigo Personal Accounts and Facilities Terms & Conditions for further information.

7. Notification procedure

- 7.1 We recommend *you* carefully check all entries on *your* statement or e-banking transaction history.
- 7.2 *You* should immediately notify Bendigo Bank of any unauthorised transaction(s).
- 7.3 To report an unauthorised transaction, please contact the Bendigo Bank by:
- Secure email
 - Downloading a form from *our* website at www.bendigobank.com.au
 - Telephone 1300 236 344;
 - In person at *your* local branch; or
 - Telephone act. on **1300 ACT TODAY** (1300 228 863)

8. Chargeback rights

- 8.1 Each credit card scheme (Mastercard and Visa) has a dispute resolution process that is contained in the operating rules of the credit card scheme. This process sets out specific circumstances and timeframes in which a member of the scheme (e.g. a bank) can claim a refund in connection with a disputed transaction on a cardholder's behalf. This is referred to as a 'chargeback right'.

- 8.2 *Our* ability to investigate any disputed transaction on *your* account, and subsequently process a chargeback is restricted by the time limits imposed under the operating rules of the applicable credit card scheme.

9. Timeframes for notifying us

- 9.1 *Our* ability to dispute a transaction on *your* behalf (where a chargeback right exists) may be lost if *you* do not notify *us* within the required timeframes.
- 9.2 For this reason, it is in *your* best interest to report any disputed transaction to *us* immediately.
- 9.3 We will not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with the relevant credit card scheme rules.
- 9.4 The timeframes for *us* to process a chargeback (where a chargeback right exists) vary between 45 days and 120 days, depending on the credit card scheme and the type of disputed transaction.
- 9.5 Where it can be shown that *you* have unreasonably delayed notifying *us*, *you* may be liable for the loss on any disputed transaction.

Important: No refunds are available under credit card scheme rules where *your* Bendigo Credit Card has been used to fund a BPAY® payment through the BPAY scheme. Refunds in connection with the BPAY scheme can be claimed only using the process outlined in the Personal Account Terms and Conditions.

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9.6 Electronic transactions

If the ePayments Code is applicable to a disputed transaction, the timeframes as specified in 9.5 may not apply in certain circumstances.

10. Foreign currency transactions

- 10.1 Transactions in foreign currency amounts charged to *your card account* incur a 3% fee. They are then converted either (depending on the foreign currency being converted):
- a) into Australian dollars at the appropriate *Mastercard International exchange rate* or *Visa International exchange rate* as at the date of processing; or
 - b) into United States dollars and then into Australian dollars at the appropriate *Mastercard International exchange rate* or *Visa International exchange rates* as at the date of processing.
- 10.2 The Australian dollar amount is then debited or credited to *your card account*.

10.3 When you use your Bendigo Credit Card outside Australia you are bound by any exchange control requirements of the Reserve Bank of Australia.

11. Cash advances

11.1 The maximum amount of any cash advance you can get from us will depend on the amount of available credit and the means you use to obtain the cash advance.

11.2 The minimum and maximum amount of any cash advance you can get from any financial institution other than us will depend on the requirements of that financial institution.

11.3 If you provide a merchant with the BSB and account number of your card account to establish a direct debit, it will be treated as a cash advance and interest will be calculated and charged and payments will be credited towards the amount accordingly.

12. Credit limit

12.1 Your account balance must not exceed your credit limit.

12.2 If your account balance exceeds your credit limit, you must immediately pay us the amount by which it exceeds your credit limit. We need not ask you for it first. This payment obligation is in addition to your normal repayment obligation (see condition 15.2).

12.3 We may reduce or cancel your credit limit as we choose (eg. 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.

If we reduce your credit limit below your account balance, we will not require you to repay the difference immediately. Instead, you may reduce your account balance over time (if you pay at least the minimum repayments), but you will not be able to use your card until the account balance is less than the new credit limit.

12.4 We may allow a temporary credit limit increase for a nominated period. If we do this, then at the end of that period:

- a) your credit limit reduces to that which applied before the temporary credit limit increase; and
- b) you must immediately pay us any amount by which the debit balance of your card account exceeds your credit limit that applied before the temporary credit limit increase. This payment obligation is in addition to your normal repayment obligation (see condition 15.2).

12.5 Your credit limit does not change merely because we debit an amount to your card account which takes your account balance over your credit limit.

13. Interest charges

The interest rate

13.1 The daily percentage rate is the annual percentage rate for a day divided by 365, except in a leap year when it is the annual percentage rate divided by 366.

We publish our reference rates in a major newspaper on the last day of publication each month. You can find out what the current annual percentage rate under this contract is by asking any of our officers at any of our branches, by telephoning our Customer Advocate Office on 1300 361 911 during business hours or by telephoning act on 1300 ACT TODAY (1300 228 863).

Calculating interest charges

13.2 We charge interest on cash advances. Subject to any interest-free period, we charge interest on purchases that form part of your account balance. We also charge interest on any fees, charges and interest outstanding at the end of any interest free period. We can also charge interest on enforcement expenses or any cash advance fee levied by another financial institution.

We calculate interest charges on the relevant daily balance of your account (that is, those parts of your account balance that are subject to interest charging), by applying the daily percentage rate to that relevant daily balance.

Interest on cash advances

13.3 Interest accrues on unpaid cash advances from the date that they are charged to your account until they are paid.

Interest on other amounts

13.4 If no interest free period:

If your Bendigo Credit Card Schedule does not indicate that you have an interest free period on your Bendigo Credit card facility, interest accrues on amounts from the date they are charged to your card account until they are paid.

13.5 If an interest-free period:

If your Bendigo Credit Card Schedule indicates that you have an interest free period on your Bendigo Credit card facility, interest does not accrue on amounts, other than unpaid cash advances, shown

on a statement of account if you pay the closing balance shown on that statement of account by that due date.

If any purchases amounts on a statement of account remain unpaid or partly unpaid at the due date shown on that statement of account, interest immediately accrues on the unpaid balance of those amounts from the statement date. Interest continues to accrue until they are paid.

Debiting interest

13.6 We debit accrued interest charges to *your card* account monthly on the statement date (not always on the same day of each month).

We can also debit interest charges which have been accrued but not yet been debited when you or we cancel the *Credit card facility*.

14. Fees and charges

14.1 You must pay us:

- a) all fees and charges in the circumstances indicated in the *Bendigo Credit Card Schedule* and all new fees and charges we impose under condition 29.1;
- b) government stamp and other duties and charges payable on receipts or withdrawals under this *contract* or a *security including*, where applicable, stamp duty on credit card business in Queensland and Tasmania or on credit business in Queensland (these duties and charges are payable as part of the minimum repayment from the time, as a matter of law, they are required to be paid); and
- c) any reasonable expenses we reasonably incur in enforcing this *contract* or a *security*. These expenses are payable as part of the minimum repayment from the time they form part of the closing balance.

The government or other third party fee or charge will be payable only to the extent of the actual amount finally determined as being payable by the relevant third party.

The *Bendigo Bank* Schedule of Fees, Charges and Transaction Account Rebates details *our* standard fees and charges current at the date it is issued. The current Schedule of Fees, Charges and Transaction Account Rebates is available on request at any time from any branch of *Bendigo Bank* or online at www.bendigobank.com.au.

14.2 You agree we can debit these fees and charges to *your card account* and they are payable after that date as part of *your account balance*.

15. Payments

15.1 We do not treat a payment as made until received in cleared funds.

15.2 You must pay the amount shown as the minimum repayment due on each statement of account by the due date shown on that statement of account (if *your payment* falls due on a non-business day, the payment must be made prior to this date). The minimum payment due will only be calculated when *your card account* has a debit balance. It is:

a) 3% of the closing balance shown on the statement of *account* rounded up to the nearest dollar; or

b) \$10;

whichever is the greater.

However, if the closing balance on the statement of *account* is less than \$10 you must pay it in full.

15.3 Any payments made to *your card account* will be applied to any amount you owe under this *contract* in the following order:

a) cash advances and cheques drawn on your card account (if the *Bendigo Credit Card Schedule* indicates that you have a Personal Overdraft Account) shown on any statement of account in the order in which they were debited to *your card account*;

b) purchases which have been debited to *your card account* in the order in which they were debited;

c) interest charges debited to *your card account*;

d) any fees and charges;

The order may change, without notification to you, in accordance with *our* legal obligations.

15.4 You must pay in Australian dollars in Australia. You may make a payment through any of *our* branches, some of *our* electronic banking devices or at post offices displaying the Bank@Post sign.

15.5 For the purposes of payments under the *contract*, a day ends at 5pm Victorian time.

16. Statements of account

16.1 We send you statements of account monthly (not always on the same day of each month) unless the law says we do not have to do so. The period

covered by a statement of account is known as the "statement period".

Note: At the date of this *contract*, the law says we need not send a statement of account if:

- a) no amount was credited or debited to *your card account* during the statement period and the debit balance on *your card account* is less than \$10;
- b) we wrote off *your* debt during the statement period and no further amount has been debited or credited to *your card account* during the statement period; or
- c) *you* have been in default under this *contract* for at least three months and we cancelled *your Credit card facility* before the statement period started and have not provided further credit to *you* during the statement period.

- 16.2 Statements of account show all amounts credited or debited to *your card account* during the statement period.
- 16.3 All amounts shown on statements of account are expressed in Australian dollars.
- 16.4 *You* should check the entries on each statement of account carefully and promptly report any error or unauthorised transaction to *us* before the due date shown on that statement of account.

17. Cancellation or suspension of credit card facility

- 17.1 *You* can cancel *your Credit card facility* at any time by:
 - a) telling *us* in writing that *you* want to; and
 - b) returning *your* Bendigo Credit Card and all additional Bendigo Credit Cards issued on *your card account*; and
 - c) paying any debit balance of *your card account* (plus any amounts accrued or charged but not yet debited to *your card account*).
- 17.2 If *your Credit card facility* has periodical payments or direct debits initiated by third parties, *you* must cancel these at least 60 days before *you* seek to cancel *your Credit card facility* under clause 17.1
- 17.3 We can cancel or suspend *your Credit card facility* at any time and refuse to provide any further credit to *you* under this *contract*. Without limiting the circumstances in which we may cancel or suspend *your Credit card facility*, we may do so to *your Credit card facility* if:

- a) we believe *your Credit card facility* is being used, or will be used, in a way that will cause loss to *you* or *us*;
- b) we reasonably believe that *you* induced *us* to provide the *Credit card facility* by fraud; or
- c) *you* or an additional cardholder breach any of these Credit Card Conditions of Use or the *Electronic Banking Conditions of Use*

If we cancel *your Credit card facility*, *you* must return to *us* immediately *your* Bendigo Credit Card and all additional Bendigo Credit Cards or cheque books issued on *your card account*.

17.4 If *your Credit card facility* is cancelled or suspended under 17.1 or 17.3:

- a) *you* must not attempt to access or draw down credit from *your card account*;
- b) if amounts (*including* any periodical payments or direct debits) are charged to *your card account* after *your Credit card facility* has been cancelled or suspended, we can refuse to pay the amounts or we can pay them and recover them from *you*. In either case we can tell any merchant that *your Credit card facility* has been cancelled or suspended.

18. Default

18.1 *You* are in default if:

- a) *you* do not pay on or before the due date for payment any amount payable under this *contract*; or
- b) *you* are in breach of any other provision of this *contract*; or
- c) *you* or another person gives *us* incorrect or misleading information in connection with this *contract* such as information given in an application form; or
- d) we reasonably believe *you* or another person has acted fraudulently in connection with this *contract*; or
- e) *you* become *insolvent* or steps are taken to make *you* so; or
- f) *you* are in default under any other credit *contract* *you* have entered into with *us* or any *security* *you* have given to *us*.

18.2 If *you* are in default, we may give *you* a notice stating that *you* are in default. If *you* do not correct the default within any period given in the notice then, at the end of that period and without further notice to *you*, the *account balance* becomes immediately due for payment.

We may then sue *you* for that amount or enforce any *security* or do both.

18.3 In limited circumstances set down by law (*such as* if we are unable to locate *you*) we need not give the notice or wait until the end of notice. Instead if *you* are in default, the *account balance* becomes immediately due for payment without notice. We may then immediately sue *you* for that amount or enforce any *security* or do both.

18.4 Enforcement expenses may become payable under this *contract* in the event of a breach.

18.5 *You* must pay *us* all reasonable enforcement expenses we reasonably incur arising from any default under this *contract*. 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 card account*.

18.6 *You* must tell *us* immediately if *you* become aware *you* are in default.

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

19. Account combination

19.1 We may at any time combine the balances of two 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 card 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.

19.2 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.

19.3 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.

20. Joint accounts

20.1 This clause 20 applies if more than one *person* is named in the *Bendigo Credit Card Schedule* as "customer".

20.2 *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 card account*.

20.3 *You* authorise *us* to accept to the credit of *your card account* any cheque payable to any one or more of *you*.

20.4 Upon the death of any one of *you*:

- a) the survivor is treated as having sole title to *your* account; and
- b) the survivor must notify *us* of the death as soon as practicable.

20.5 If one of *you* (the notifying party) notifies *us* of a dispute and that the notifying party does not accept liability for further advances, we will exercise *our* rights under clause 17.3 and cancel the *Credit card facility*. The notifying party will still be jointly and severally liable for the debit balance on the *card account* at the time of notification but will not be liable for any further debits made after the time of notification.

20.6 *You* agree that each of *you* may have access to information about the account without the consent of the other joint account holders.

21. Additional cardholders

21.1 *You* may apply to have another *person* who is at least 16 years old as an *additional cardholder*. If we agree to *your* request, we may impose conditions. An *additional cardholder* is only able to operate *your* account in accordance with clause 21.7. An *additional cardholder* is different to a *person* who is authorised to access and operate *your* account under clause 21.2 below.

21.2 *You* may apply to have another *person* who is at least 16 years old authorised to access and operate *your* account with a *Bendigo Credit Card*. If we do agree to *your* request, we may impose conditions.

21.3 If we accept *your* application for either an *additional cardholder* or for another *person* to be authorised

to access and operate *your account* then the following applies:

- a) we will issue to that person a Bendigo Credit Card linked to *your account* (“additional card”):
- b) *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; and
- c) this *contract* applies to the additional card in the same way that it applies to *your* Bendigo Credit Card. *You* should ensure that any additional cardholder has read this *contract* and complies with it. If the additional cardholder does not comply with this *contract*, *you* will be in default.

21.4 A person appointed under clause 21.2 is authorised to access and operate *your account* and *you* consent to *us* giving that *person* information about *your account*.

21.5 *You* can arrange to have the authority of a *person* appointed under clause 21.1 or 21.2 cancelled or stopped at any time. If *you* want to cancel the authority, *you* must notify *us* in writing and either return to *us* any additional cards we have issued to that *person* (cut in half for *your* protection) or notify *us* in writing that *you* have taken all reasonable steps to return the additional cards. Cancelling, stopping or revoking the authority of a *person* appointed under clause 21.1 or 21.2 will not be effective until the additional card is surrendered or *you* have taken all reasonable steps to have the card returned to *us*.

21.6 If *you* request that the authority of a *person* appointed under clause 21.1 or 21.2 be revoked, *you* are responsible for transactions generated by the use of any additional cards issued to the additional cardholder until the additional cards are returned to *us* or *you* notify *us* in writing that *you* have taken all reasonable steps to return the cards. This *includes* transactions which are processed to *your account* after the additional cards are returned to *us* or *you* notify *us* in writing that *you* have taken all reasonable steps to return the *cards*.

21.7 An additional cardholder is able to operate *your account* in the following ways only:

- a) make purchases and obtain *cash advances*;
- b) access the balance of *your account* (at an *ATM*);
- c) make payments on *your account*; and

- d) initiate direct debits using a card number.

22. Security

Your Credit card facility may be covered by a *security you* or someone else has given to *us* as *security* for *your debts* to *us*.

23. Inconsistency and codes of practice

23.1 The *Bendigo Credit Card Schedule*, the *Bendigo Credit Card Conditions of Use* and the *Electronic Banking Conditions of Use* set out the entire agreement between *you* and *us* in respect of *your* Bendigo Credit card facility and its electronic use.

23.2 Subject to condition 5.1 and 21.6 if there is any conflict or inconsistency between:

- a) the *Bendigo Credit Card Schedule*;
- b) the *Bendigo Credit Card Conditions of Use*; and
- c) the *Electronic Banking Conditions of Use*, those documents will prevail in that order to the extent of the inconsistency.

23.3 To the extent allowed by law this *contract* prevails to the extent it is inconsistent with any law.

23.4 We warrant that we will comply with the requirements of ePayments Code.

23.5 The Code of Banking Practice applies to the *Credit card facility*.

23.6 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:

- a) account opening procedures;
- b) *our* obligations regarding the confidentiality of *your* information;
- c) complaint handling procedures;
- d) bank cheques;
- e) the advisability of *you* informing *us* promptly when *you* are in financial difficulty so that we may discuss *your* situation; and
- f) 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 set out in full in 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 at www.bendigobank.com.au or by telephoning **act**. on **1300 ACT TODAY** (1300 228 863).

24. How we may exercise our rights

- 24.1 We may exercise a right or remedy or give or refuse *our* consent in any way we consider appropriate, *including* by imposing reasonable conditions.
- 24.2 If we do not exercise a right or remedy fully or at a given time, we reserve the right to exercise it at a later date.
- 24.3 *Our* rights and remedies under this *contract* are in addition to other rights and remedies provided by law independently of it.
- 24.4 *Our* rights and remedies under this *contract* may be exercised by any of *our* employees or any other person we authorise.
- 24.5 To the full extent permitted by law we are not liable for any loss (*including* any consequential loss) caused by the exercise or attempted exercise of, failure to exercise or delay in exercising, a right or remedy whether or not such attempt, failure or delay results from *our* negligence.

25. Our certificates

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.

26. Assignment

- 26.1 We may assign *our* rights under this *contract*. *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*.
- 26.2 *Your* rights are personal to *you* and may not be assigned without *our* written consent.

27. Incapacity

- 27.1 If we are satisfied that:
- *you* have become of unsound mind or incapable of managing *your* affairs through age or infirmity or any other reason; and
 - that no committee, administrator, receiver or guardian has been appointed although the contrary may be the fact,
- we may permit a withdrawal by any person who appears to have the care or custody of *you* or the management of *your* affairs of the whole or any portion of the deposit balance of *your* account.
- 27.2 Such withdrawal shall be taken to be a valid act by *you* and the receipt of funds by such person shall be binding upon *you*.

28. Notices, other communications and serving documents

- 28.1 Communications from *us* may be signed by any of *our* employees.
- 28.2 Communications for *us* may be:
- a) given personally to one of *our* employees at:
 - (i) any of *our* branches; or
 - (ii) *our* registered office; or
 - b) sent by prepaid post or electronically to any of those places; or
 - c) given by any other means permitted by law.
- 28.3 Communications for *you* may be:
- a) given to *you* personally or left at:
 - (i) (if *you* are an individual) *your* residential or business address last known to *us*; or
 - (ii) (if *you* are a body corporate) *your* registered office by leaving it with one of *your* officers; or
 - (iii) any address specified by *you*; or
 - b) sent by prepaid post or electronically to any of these places; or
 - c) given by any other means permitted by law.
- 28.4 A communication is taken to be given:
- a) if given personally - on the date it bears or the date it is received by the addressee, whichever is the later; or
 - b) if sent by post - on the date it bears or the date when it would have been delivered in the ordinary course of post, whichever is the later; or
 - c) if sent by any other form of electronic transmission - on the date it bears or the date on which the machine from which the transmission was sent indicates that the communication was sent to recipient's system, whichever is the later.
- 28.5 Communications given by newspaper advertisement are taken to be received on the date they are first published.

29. Changes

- 29.1 Subject to conditions 29.2, 29.3, 29.4, 29.5 and 29.6 we may change this *contract* (*such as* by varying an existing provision or adding a new provision) without *your* consent. The changes we may make without *your* consent include changes to:

- a) how interest is calculated or when it is debited or credited to *your* account;
 - b) the amount or the frequency of payment of any credit fee or charge;
 - c) imposing a new credit fee or charge;
 - d) the amount, frequency, time for payment or method of calculation of payments or repayments;
 - e) reduce *your credit limit*;
 - f) determining when a day ends for any purpose under this *contract*; and
 - g) the minimum and daily maximum amounts *you* may withdraw using different access methods.
- 29.2 If any law regulates any change to this *contract*, we may implement that change only to the extent permitted by, and subject to, the requirements of that law.
- 29.3 Where we change this *contract* in one of the following ways we will notify *you* of the change in writing to *you* at least 20 days before the change takes effect:
- a) changing the manner in which interest is calculated or applied under this *contract* (including a change in any interest free period), unless the change reduces *your* obligations;
 - b) changing the amount, frequency of, time for payment of, change in the method of calculation of, payments or repayments (unless the change reduces *your* obligations or extends the time for payment); and
 - c) changing the frequency or time for payment of a credit fee or charge (unless the change reduces *your* obligations or extends the time for payment).
- 29.4 Where we change this *contract* by changing the amount of any credit fee or charge (including a new credit fee or charge) we will notify *you* of the change either in writing to *you*, or by newspaper advertisement, or both, at least 20 days before the change takes effect.
- 29.5 Where we change this *contract* by changing the *annual percentage rate*, we will notify *you* of the change either in writing to *you*, or by newspaper advertisement, or both, no later than the day on which the change takes effect (unless the change reduces *your* obligations).
- 29.6 Where we change this *contract* in other ways we will notify *you* of the change in writing to *you* at least 20 days before the change takes effect, unless the change reduces *your* obligations or extends the time for payment.
- 30. Waiver**
- 30.1 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*.
- 31. Consumer credit legislation**
- 31.1 Clause 29.2 applies to the extent that a National Credit Code applies to this *contract*.
- 31.2 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.
- 31.3 If that Code is inconsistent with this *contract*, that Code overrides this *contract* to the extent of the inconsistency.
- 32. Applicable law**
- 32.1 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*.
- 32.2 *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.
- 33. Anti-Money Laundering & Counter-Terrorism Financing (AML/CTF)**
- 33.1 To comply with requirements of anti-money laundering and counter-terrorism financing laws we may:
- a) require *you* to provide to *us*, or otherwise obtain, any additional documentation or other information;
 - b) suspend, block or delay transactions on *your* account, or refuse to provide services to *you*;
 - c) report any, or any proposed, transaction or activity to anybody authorised to accept such

reports relating to anti-money laundering and counter-terrorism financing or any other law.

34. Periodical payments and direct debits

34.1 If you give us authority, we can have regular payments made automatically out of your card account on preset dates, advised by you. This type of payment is called a "Periodical Payment" or "Direct Debit".

The difference between these payment methods is:

- a) We make periodical payments from your card account to another account with us or with another financial institution or to a third party. To do this we need you to call into one of our branches to give us your instructions.
- b) A merchant sends direct debits to your card account according to an authority which you need to set up through the merchant receiving the money, allowing us to make these payments. If you provide a merchant with the BSB and account number of your card account to establish a direct debit, it will be treated as a cash advance and interest will be calculated and charged and payments will be credited towards the amount accordingly.

If however you provide the merchant with your card number, the direct debit will be treated as a purchase and interest will be calculated and charged and payments will be credited towards the amount accordingly.

34.2 To alter or stop any future payments the following processes must be followed:

- a) If you provided the merchant with the BSB and account number of your card account - advise us by notice in writing, via telephone, via secure email or come into one of our branches and talk 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.
- b) You are encouraged to maintain a record of any Regular Payment Arrangement entered into with a merchant using your card number.
- c) To either change or cancel any Regular Payment Arrangement set up using your card number you should contact the merchant at least fifteen 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.

- d) 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.
- e) 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.
- f) 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.

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

If the balance is insufficient, any direct debits are returned unpaid (dishonoured) to the originating third party. However we will attempt to make periodical payments from your card 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 card account in these circumstances (see condition 14).

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

34.4 We automatically cancel any periodical payments when your Credit card facility is cancelled.

35. Qantas Platinum Credit Card Terms and Conditions

This clause and the Qantas Platinum Credit Card that is described in this clause apply only to cardholders that hold a Bendigo Bank Qantas Platinum Credit Card account.

Please read this clause 35 carefully. They set out the circumstances in which Qantas Points accrue by the use of *your* Bendigo Bank Qantas Platinum Credit Card and how those points are credited to *your* Qantas Frequent Flyer Account or are cancelled.

To be eligible to earn Qantas Points *you* must be a member of the Qantas Frequent Flyer Program and have supplied *your* valid Qantas Frequent Flyer Membership Number to *us*. *You* cannot supply the Qantas Frequent Flyer membership number of an Additional Cardholder or other third party.

In the case of joint credit card accounts, *you* may provide any one of the primary account holders' Qantas Frequent Flyer Membership Number to *us*.

If *you* have a Bendigo Bank Qantas Platinum Credit Card but are not already a Qantas Frequent Flyer member, we will provide complimentary membership to *you*. *You* can obtain complimentary membership by going to www.qantaspoints.com.au/bendigobank.

You will only be credited with Qantas Points *you* have earned after *you* have advised us of *your* valid Qantas Frequent Flyer Membership Number. Qantas Points cannot be credited to *your* Qantas Frequent Flyer Account unless *you* provide us with *your* valid Qantas Frequent Flyer Membership Number.

If *you* cannot see Qantas Points being credited to *your* Qantas Frequent Flyer Account within 8 weeks of activating *your* card and providing us with *your* Qantas Frequent Flyer Membership Number please contact Bendigo Bank on **1300 BENDIGO** (1300 236 344).

1. General

This clause 35 governs *your* participation in the Bendigo Bank Qantas Platinum Frequent Flyer Rewards Program. The activation of *your* Credit Card will be taken to signify *your* understanding and acceptance of this clause 35.

2. Definitions

In this clause 35:

- **Bonus Qantas Points** means Qantas Points that Bendigo Bank offers from time to time whereby additional or bonus Qantas Points are earned in accordance with a special promotion or for

transactions made at a specific merchant as determined by us.

- **Business Expenses** means transactions that are deemed by Bendigo Bank to be wholly or partly for a business or investment purpose.
- **Calendar Month** means each month or part thereof where *you* accrue Qantas Points in accordance with this clause 35.
- **Credit Card** means the Qantas Platinum Credit Card.
- **Eligible Transaction** means the purchase of goods or services from merchants accepting *your* Credit Card (including GST payable for those goods or services by *you*) excluding any Ineligible Transactions.
- **Ineligible Transaction** means any of the following transactions:
 - a. BPay transactions;
 - b. balance transfers;
 - c. cash advances;
 - d. cash equivalent transactions;
 - e. business expenses;
 - f. transactions for gambling or gaming purposes;
 - g. payments made to the Australian Taxation Office;
 - h. any fee or charge, including any government charges or duties
 - i. interest and finance charges payable or paid on *your* Credit Card;
 - j. transactions which are disputed, fraudulent or involve the abuse or unauthorised use of *your* Credit Card; and
 - k. payments and purchases which are refunded or reimbursed;
- **Qantas** means Qantas Airways Limited ABN 16 009 661 901 or such other company that operates the Qantas Frequent Flyer Program from time to time.
- **Qantas Frequent Flyer Account** means the Qantas Frequent Flyer membership account belonging to the account holder (or in the case of joint accounts, one of the account holders).
- **Qantas Frequent Flyer Membership Number** means the Qantas Frequent Flyer membership number assigned by Qantas to the account holder (or in the case of joint accounts, one of the account holders).
- **Qantas Points Cap** means the maximum number of Qantas Points that can be earned on total purchases posted to the Credit Card account in a statement cycle, excluding bonus points.
- **Qantas Points or Points** means points in the Qantas Frequent Flyer Program.
- **Qantas Frequent Flyer Program** means the loyalty program of that name that is operated by Qantas.

- **Qantas Frequent Flyer Terms and Conditions** means the terms and conditions entered into between Qantas and a person that wishes to participate in the Qantas Frequent Flyer Program (as amended or substituted from time to time by Qantas). For details visit qantas.com/frequentflyer

3. How you can earn Qantas Points

3.1 Subject to the provisions of this clause 35, you will:

- earn Qantas Points each time *you* or an Additional Cardholder uses the Credit Card for Eligible Transactions, whether in Australia or in any other country; and
- Qantas Points earned will be credited from *your* Qantas Platinum Credit Card to *your* Qantas Frequent Flyer Account on a monthly basis, which may be redeemed for flights or other rewards in the Qantas Frequent Flyer Program in accordance with the Qantas Frequent Flyer Terms and Conditions.
- Bendigo Bank will allocate 0.6 Qantas Points to *your* Qantas Frequent Flyer Account for every whole Australian dollar of the total value of all Eligible Transactions (the total value is rounded down to the whole Australian dollar value, ignoring cents) that is charged to *your* Credit Card up to a maximum of 20,000 Qantas Points earned during a statement cycle. Bonus Qantas Points may also be allocated on an Eligible Transaction at the discretion of Bendigo Bank from time to time. Bendigo Bank will make Bonus Qantas Points available on such terms and conditions as Bendigo Bank determines, including the period of time the relevant Bonus Qantas Points are available.

4. Qantas Frequent Flyer Program

- To earn Qantas Points from *your* Credit Card, *you* (as the Account holder) must be a member of the Qantas Frequent Flyer Program and have supplied Bendigo Bank with *your* valid Qantas Frequent Flyer Membership Number. The name on *your* Qantas Frequent Flyer Account and *your* account must be identical in order for us to credit Qantas Points earned to *your* Qantas Frequent Flyer Account. The Qantas Frequent Flyer Program is available only to individuals, not businesses. Membership of the Qantas Frequent Flyer Program and Qantas Points are subject to the terms and conditions of the Qantas Frequent Flyer Program. A joining fee may apply. For details visit qantas.com/frequentflyer
- You* acknowledge and authorise Bendigo Bank and Qantas to exchange *your* personal information (including *your* name, address, email address, date of birth and Qantas Frequent Flyer Program membership details) to ensure that *you* can earn Qantas Points under and subject to this clause 35

and the Qantas Frequent Flyer Program Terms and Conditions (available at qantas.com/frequentflyer) and that *you* can be provided with the benefits of the program.

- Qantas Points are offered at Bendigo Bank's discretion and do not constitute *your* property. *You* cannot transfer *your* Qantas Points to any other person or entity. In the case of *your* death or bankruptcy, any Qantas Points that *you* have earned but which have not been credited to *your* Qantas Frequent Flyer Account will automatically be forfeited and cannot be used by any other person.
 - You* cannot transfer *your* Qantas Points to any other person or entity other than in limited circumstances in accordance with the Qantas Frequent Flyer Terms and Conditions. Once credited to *your* Qantas Frequent Flyer Account, Qantas Points are subject to the Qantas Frequent Flyer Terms and Conditions.
 - Any air travel undertaken as a result of participation in the Qantas Frequent Flyer Program is subject to the Qantas Frequent Flyer Terms and Conditions and the Qantas Conditions of Carriage as amended from time to time. For details visit qantas.com/frequentflyer
 - An account holder may only earn Qantas Points for one account which must be in the name of the account holder. Non-individuals (e.g. companies or other organisations) are ineligible to earn Qantas Points.
- ### 5. How Qantas Points are credited to your Qantas Frequent Flyer Account
- If *you* have supplied *your* Qantas Frequent Flyer Membership Number to Bendigo Bank, at the end of each statement period, Bendigo Bank will calculate *your* monthly points balance and Bendigo Bank will then arrange for *your* monthly points balance to be sent to Qantas and the Qantas Points earned will be credited to *your* Qantas Frequent Flyer Account. This may take approximately up to ten days.
 - If *you* do not supply Bendigo Bank with *your* Qantas Frequent Flyer Membership Number prior to making Eligible Transactions using *your* Credit Card, Qantas Points that would otherwise be earned from Eligible Transactions will accrue until such time as the account holder supplies the Qantas Frequent Flyer Membership Number to Bendigo Bank. At that time, all accrued Qantas Points will be added to the current month's Monthly Rewards Balance and credited to *your* Qantas Frequent Flyer Account in accordance with section 5.1.

5.3 Subject to section 4.1, once *your* Qantas Points are successfully credited to *your* Qantas Frequent Flyer Account, the Qantas Points are governed by the Qantas Frequent Flyer Terms and Conditions. If *you* have a query in relation to Qantas Frequent Flyer Points not being credited to *your* Qantas Frequent Flyer Account, please contact us on **1300 BENDIGO** (1300 236 344).

5.4 Any questions or queries in relation to the Qantas Frequent Flyer Program generally, must be referred to Qantas.

5.5 When *you* obtain a refund or reimbursement of an Eligible Transaction pursuant to which *you* earned Qantas Points (for example, when *you* return goods or cancel bookings), any Qantas Points allocated as a result of that Eligible Transaction will be reversed accordingly. Any negative balance in *your* Rewards Account will be carried over to the next month.

5.6 If Bendigo Bank terminates their partnership with Qantas or *your* Credit Card is closed any Qantas Points that have not been credited to *your* Qantas Frequent Flyer Account at that time are forfeited.

6. When you will not earn Qantas Points

6.1 You will not earn Qantas Points:

- a. if *you* are in default under this *contract* (including under this clause 35) and have been provided with notice by Bendigo Bank of this default;
- b. from the date that *your* Credit Card is suspended or terminated in accordance with the Credit Card Conditions of Use;
- c. for Eligible Transactions that arise after the expiry date of *your* Credit Card;
- d. if *you* lose *your* Credit Card, until such time as a new Credit Card is issued to *you* by Bendigo Bank;
- e. where *you* dispute an Eligible Transaction; or
- f. for transactions that are fraudulent; or
- g. for Ineligible Transaction as detailed in section 2
- h. when *you* have reached the Qantas Points Cap of 20,000 Qantas Points earned during a statement cycle.

6.2 If Qantas Points are allocated to *you* after any of the events set out in section 7.1 apply, then Bendigo Bank will reverse that allocation accordingly.

7. Terminating your Qantas Points

7.1 Bendigo Bank may cancel *your* Qantas Points not yet credited to *your* Qantas Frequent Flyer account at any time if:

- a. *you* breach this *contract* (including this clause 35) and *you* fail to remedy that default within 30 days after receiving a written notice from Bendigo Bank requesting *you* to remedy the default; or
- b. *you* close *your* Credit Card account.

7.2 Bendigo Bank may restrict the crediting of any available Qantas Points to *your* Qantas Frequent Flyer Account in circumstances where:

- a. *you* are in default in accordance with section 6.1 above; and
- b. Bendigo Bank has notified *you* of this default and advised *you* that it will restrict access to *your* Qantas Points if *you* do not rectify the relevant default in accordance with the timeframes set out in the notice Bendigo Bank provided to *you*.

8. Changes to Bendigo Bank Qantas Platinum Terms and Conditions

8.1 Bendigo Bank reserves the right to change the terms of this clause 35 (including the number of Qantas Points that *you* earn or the way in which *you* earn Qantas Points) by giving *you*:

- a. at least 30 days' notice if Bendigo Bank reduces the number of Qantas Points that *you* will earn for each Australian dollar charged to *your* Credit Card account for Eligible Transactions; and
- b. notice at such time as Bendigo Bank determines appropriate for other changes.

Those notices may be a written notice to *you* including on Credit Card statements or a notice published in a newspaper

9. Tracking your Qantas Points

9.1 *You* will be able to track the number of Qantas Points *you* earn with *your* Qantas Platinum Credit Card by going to qantas.com/frequentflyer and following the instructions for Qantas Frequent Flyer member log in.

10. General

10.1 All complaints regarding Qantas Points or any other matter under this clause 35 will be resolved by us in accordance with Bendigo Bank's dispute resolution processes.

- 10.2 You are responsible for any taxation liability or other government charge or reporting requirement arising from the redemption of Qantas Points. We do not offer any advice or accept any responsibility with respect to these matters.
- 10.3 The failure by use to enforce a particular term or condition does not constitute a waiver of that term or condition by us.

36 Meaning of words

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

“act.” is a division of Community Sector Banking Pty Ltd, and can be contacted on **1300 ACT TODAY** (1300 228 863).

“annual percentage rate” means the following:

- During a fixed rate period, the rate shown in the *Bendigo Credit Card Schedule*.
- Following the end of a fixed rate period, the reference rate shown in the *Bendigo Credit Card Schedule* less the margin (if any) shown in the *Bendigo Credit Card Schedule*.

“available credit” at any time means *your credit limit*, minus the sum of the following amounts at that time:

- *your account balance*
- any pre-authorised purchases that have not yet been debited to *your account*.

“balance transfer transaction” means an advance of credit which *you* instruct *us* to use to pay a debt that *you* owe to another financial institution.

“Bendigo Credit Card Conditions of Use” means the conditions appearing under that heading in this Booklet.

“Bendigo Credit Card Schedule” means the document entitled Bendigo Red Credit Card¹ Schedule, Bendigo Basic Black Credit Card¹ Schedule, Bendigo RSPCA Credit Card¹ Schedule, Bendigo Community Choice Classic Credit Card¹ Schedule, Bendigo Platinum Credit Card¹ Schedule, Bendigo Community Choice Platinum Credit Card¹ Schedule, Low Rate First Mastercard Schedule, Low Rate Mastercard Schedule, Low Rate Platinum Mastercard Schedule, Platinum Rewards Mastercard Schedule, Qantas Platinum Mastercard Schedule, and RSPCA Mastercard Schedule.

¹ No longer on offer (existing accounts only)

“Bendigo e-banking transaction” means a transaction using any electronic means by which you can access and transact on a nominated account. This includes but is not limited to using an internet connected device and accessing a Bendigo Bank approved access point which includes:

- our web-site at: www.bendigobank.com.au for Classic e-banking or Mobile e-banking, or
- iOS application(s), or
- Android application(s), or
- such other access point approved by the Bank either via our website or a third party.

“Bendigo Phone Banking transaction” means a transaction using the service we offer from time to time by which *you* can access and transact on a nominated account by telephoning **1300 BENDIGO** (1300 236 344).

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

“cash advance” means credit provided in the form of cash, either directly from *us* or from another financial institution (including any fee levied by another financial institution), and credit provided using any of the following services we offer:

- a *Bendigo Phone Banking transaction* to access and transact on *your card account* by telephoning **1300 BENDIGO** (1300 236 344);
- a *Bendigo e-banking transaction* to access and transact on *your card account* using a personal computer and accessing our website at www.bendigobank.com.au;
- a cheque withdrawal; and
- a *Pay Anyone transaction*, as described in 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* or by telephoning **act.** on **1300 ACT TODAY** (1300 228 863).

“contract” means the credit card *contract* you make or have made with *us*. It comprises:

- The *Bendigo Credit Card Conditions of Use*;
- The *Bendigo Credit Card Schedule*;
- The *Electronic Banking Conditions of Use*.

“Credit card facility” means the credit facility provided or to be provided to *you* under this *contract*.

“credit fees and charges” means the *credit fees and charges* set out in the *Bendigo Credit Card Schedule* (as varied from time to time) any other fees and charges payable in connection with this *contract*, 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 (other than annual fees);
- enforcement expenses;
- *government transaction charges*.

“credit limit” means the amount we determine to be the *credit limit* from time to time. The *credit limit* as at the *disclosure date* is set out in the *Bendigo Credit Card Schedule*.

“Disclosure date” means the date referred to as the *“disclosure date”* in the *Bendigo Credit Card Schedule*.

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

“Government transaction charges” means government charges and duties on receipts or withdrawals in respect of the *card account* whether or not *you* are primarily liable to pay these charges *including* debits tax, transaction duty and any similar government charges or duties that apply to the *contract* or the *card account* from time to time.

“including”, “includes” 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.

“manually generated fees and charges” means fees and charges that are debited through a manual entry by one of *our* officers.

“Mastercard International exchange rate” means any exchange rate Mastercard International chooses.

“Mastercard SecureCode” means the online authentication service provided for Mastercard cardholders when making online transactions at participating merchants.

“online authentication password” means the *password* made up of letters and/or numbers nominated by *you* during online registration with the *Mastercard SecureCode and/or Verified by Visa service*.

“password” means the word or numbers and/or letters nominated by *you* that may be required for identification purposes in order to access *your account*.

“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 at www.bendigobank.com.au or by telephoning act. on **1300 ACT TODAY** (1300 228 863).

“Regular Payment Arrangement” means 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 (e.g. Direct debit arrangement).

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

“such as” see *including*.

“system generated fees and charges” means fees and charges that are debited automatically by *our* computer system.

“Verified by Visa” means the online authentication service provided for Visa cardholders when making online transactions at participating merchants.

“Visa International exchange rate” means any exchange rate Visa International chooses.

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

“you” or “your” means the *person or persons* named in the *Bendigo Credit Card Schedule* as “customer”. If there are more than one, *you* means each of them separately and every two or more of them jointly. *You includes your* successors and assigns.

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, re-enactments or replacements of them).

Anything *includes* the whole and each part of it.

Bendigo and Adelaide Bank Limited

ABN 11 068 049 178, AFSL/Australian Credit Licence No. 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 condition 12 of these Conditions of Use.

1. Scope of these Electronic Banking 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.

Separate terms and conditions also apply to each *account* and the *Bendigo Credit Card Conditions of Use* and *Bendigo Credit Card Schedule* also apply to the use of *your Bendigo Credit Card*, in addition to these Conditions of Use.

These Conditions of Use do not apply in relation to Bendigo Phone Banking and Bendigo e-banking which have separate terms and conditions.

2. Codes of practice

We warrant that we will comply with the requirements of the ePayments Code.

3. Your card

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.

4. Receipts and statements

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.

5. If the EFD malfunctions

5.1 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 a necessary adjustments to your account including an adjustment of any interest or fee. If you consider that you have incurred additional losses as consequence of the malfunction you may make 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.

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

6. Use of EFDs to transact on your card account

6.1 We can at our discretion impose a limit on the amount you can withdraw in cash from your account at a branch, from an ATM or via an EFTPOS terminal. Our current maximum daily withdrawal limit for transactions conducted using a PIN in conjunction with a card is \$1000.

Our current maximum daily withdrawal limit for transactions conducted via an EFTPOS terminal when "Credit" is selected (regardless of whether you

enter your PIN) is the balance of your account or your available credit limit.

We may vary the amount of these limits or any other limits we impose from time to time.

Merchants and operators of EFDs may impose additional restrictions.

6.2 Use your Bendigo Credit card to obtain a cash advance from your card account at any ATM overseas bearing the VISA or PLUS symbol (for Bendigo Visa Credit Card) or the Mastercard, Cirrus or Maestro symbols (for Bendigo Mastercard Credit Card).

7. Use of EFDs to transact on a linked account

7.1 You may link your card to:

- a primary demand deposit account;
- a primary revolving credit account;
- a primary mortgage loan account.

7.2 You can use your card to carry out the following transactions at any of our ATMs:

- Make deposits to a primary demand deposit account, a primary revolving credit account and a primary mortgage loan account;
- Withdrawal from a primary demand deposit account and a primary revolving credit account;
- Transfer money from a primary demand deposit account to a primary revolving credit account or a primary mortgage loan account;
- Transfer money from a primary revolving credit account to a primary demand deposit account or a primary mortgage loan account;
- Get account balances for a primary demand deposit account and a primary revolving credit account.

7.3 You can use your card at an ATM operated by a financial institution other than us to carry out the following transactions:

- Withdrawals from a primary demand deposit account and a primary revolving credit account;
- Get account balances for a primary demand deposit account and a primary revolving credit account;
- You may also be able to transfer money from one account to another depending upon the particular financial institution which operates the ATM.

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

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

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

7.6 You can use *your Bendigo Credit card* to obtain a *cash advance* from *your card account* at any ATM overseas bearing the VISA or PLUS symbol (for a Bendigo Visa Credit Card) or the Mastercard, Cirrus or Maestro symbols (for a Bendigo Mastercard Credit Card).

8. Processing date, deposits, withdrawals, transfers and purchases on your account

8.1 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.

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

8.3 We will not accept any cheque that is not payable to you, whether the cheque has been endorsed in your favour or not.

8.4 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.

8.5 Deposits to *your account* may be made:

- at any of *our* branches;
- at any Bank@Post™ terminal;
- by mail; or
- through selected *Bendigo Bank ATMs*.

8.6 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.

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.

9. Liability for transactions

9.1 The *account* holder is not liable for transactions:

- that are caused by the fraudulent or negligent conduct of *our* employees or agents or companies involved in networking arrangements or of merchants who are linked to the *EFT* system or of their agents or employees;
- which relate to *cards* that are forged, faulty, expired, or cancelled;
- that arise from transactions which required the use of a *card* or *PIN* and that occurred before you received that *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.

9.2 A reasonable attempt must be made to protect the security of a *PIN*. Making any reasonable attempt to disguise the *PIN* within the record, or prevent unauthorised access to the *PIN* record, includes but is not limited to:

- a) hiding or disguising the *PIN* record among other records,
- b) hiding or disguising the *PIN* in a place where a *PIN* would not be expected to be found,
- c) keeping a record of the *PIN* in a securely locked container, or
- d) preventing unauthorised access to an electronically stored record of the *PIN*.

9.3 You must not act with extreme carelessness in failing to protect the security of your *PIN* where extreme carelessness means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour. An example of extreme carelessness is storing your *PIN* in an unprotected computer or diary under the heading *PIN*.

9.4 The *account* holder is liable for losses arising from unauthorised transactions carried out using the *card* only as provided in conditions 9.5, 9.6, 9.7 and 9.8.

9.5 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* or *password* to anyone, *including* a family member or friend;
- by recording the *PIN* or *password* on the *card*, or keeping a record of the *PIN* or *password* (without making any reasonable attempt to disguise the *PIN* or *password* or prevent unauthorised access to the *PIN* or *password*) 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* or *password*, 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; or
- by acting with extreme carelessness in failing to protect the security of the *PIN* or *password*.

9.6 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 5.1 of the *Credit Card* Terms and Conditions after becoming aware of the misuse, loss or theft of a *card*, or that the *PIN* or *password* 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 9.7.

9.7 An *account* holder is not liable under conditions 9.5 or 9.6 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*.

9.8 Where we cannot prove that the *account* holder is liable under condition 9.5 or 9.6 but a *PIN* or *password* 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* or *password* has been disclosed to someone else (but not that portion of the loss incurred which exceeds an applicable daily or periodic transaction limit).

10. Errors or questions

10.1 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 1300 361 911 during business hours; or
- write to Card Operations, PO Box 480, Bendigo 3552.

10.2 When *you* contact *us*:

- Provide *us* with *your* name and *card* number and,
- Details of the transaction/s to be investigated
- *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 9.6, 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 and the ePayments Code. *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 9.3) 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 procedures set out in these Conditions of Use or required by the ePayments Code, 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 or complaint.

If we decide to attempt to resolve the complaint by exercising *our* rights under the rules of the Mastercard credit *card* scheme or Visa credit *card* scheme, as appropriate, against other parties to the scheme, then while that attempted resolution is in progress:

- the time limits under those scheme rules apply instead of the time limits in this condition and we will inform *you* of those time limits and when a decision can reasonably be expected;
- if we cannot resolve the complaint within 60 days, we will inform *you* of the reasons for the delay and we will provide *you* with updates on progress with the complaint once every two months;
- we will suspend the *account* holder's obligation to pay any amount which is the subject of the complaint and any associated credit and other charges until the complaint is resolved.

10.3 Mistaken Internet Payments

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

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

Note: This relates to payments you make to an Unintended Recipient using 'Pay Anyone' internet banking facility where you enter an incorrect BSB or account number. It does not include payments made using BPAY® or a Misdirected Payment under the NPP regulations.

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

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

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

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

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

10.3.2 This clause applies where you have made a Mistaken Internet Payment covered by the ePayments Code and the Other ADI subscribes to the ePayment Code or which was processed through the NPP.

10.3.3 If you have made a Mistaken Internet Payment, you must notify us as soon as possible. We will investigate the matter and inform you (in writing) of the outcome within 30 business days from the date you notified us.

10.3.4 Without the consent of the Unintended Recipient, it may be possible to retrieve the funds from your Mistaken Internet Payment if:

- a) You reported the Mistaken Internet Payment to us within seven months;
- b) We decide that a Mistaken Internet Payment has occurred;
- c) The Other ADI decides that a Mistaken Internet Payment has occurred; and
- d) The Unintended Recipient has sufficient credit available in their account to retrieve the funds.

Note: If you report the Mistaken Internet Payment after ten days but before seven months, the Unintended Recipient will be given an opportunity to establish that they are entitled to the funds.

10.3.5 With the consent of the Unintended Recipient, it may be possible to retrieve the funds from your Mistaken Internet Payment if:

- (a) Both we and the Other ADI decide that a Mistaken Internet Payment has occurred but the Unintended Recipient does not have sufficient credit in their account;
- (b) Both we and the Other ADI decide that a Mistaken Internet Payment has occurred, but you reported the Mistaken Internet Payment after seven months; or
- (c) the Other ADI decides (in their discretion) to seek the Unintended Recipient's consent to return the funds even if the Other ADI is not satisfied that a Mistaken Internet Payment has occurred.

10.3.6 If the Other ADI withdraws funds from the Unintended Recipient's account, they will return it to us. We will then return it to you as soon as possible.

10.3.7 You will be responsible for any of your losses following a Mistaken Internet Payment if:

- (a) both we and the Other ADI decide that no Mistaken Internet Payment has occurred; or
- (b) in certain circumstances, the Unintended Recipient is able to establish that they are entitled to the funds; or
- (c) the consent as described in clause 10.3.4 is not obtained from the Unintended Recipient.

10.3.8 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.

10.3.9 You can complain to us about the way your report of a Mistaken Internet Payment is dealt with by contacting us at the Customer Advocate Office on telephone 1300 361 911 8:30am – 5:00pm (AEST /AEDT) Monday to Friday.

10.3.10 If you are not satisfied with the outcome under clause 10.3.9, you may contact our external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Our 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

10.3.11 We are not liable for any consequential loss or damage you suffer as a result of using the Pay Anyone internet banking facility other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.

11. Changes to these Conditions of Use

11.1 We can change these Conditions of Use at any time. However, if the changes:

- increase *your* liability;
- impose or increase charges relating to the use of *your card or PIN* or relating to issuing additional or replacement *cards* or new *PINs*; or
- 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 notice of any changes.

11.2 We will notify you of any other changes 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).

11.3 We do not have to give advance notice of any changes we need to make due to an immediate need to restore or maintain the *security* of our systems or individual *accounts*.

12. Meaning of words

“account” means any banking facility approved by us which may be accessed by a *card*.

“act” is a division of Community Sector Banking Pty Ltd, and can be contacted on **1300 ACT TODAY** (1300 228 863).

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

“ATM” means an Automatic Teller Machine.

“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.

“cash advance” means credit provided in the form of cash, either directly from us or from another financial institution, and credit provided through a Pay Anyone transaction, a Bendigo Phone Banking transaction or a Bendigo e-banking transaction.

“electronic equipment” means electronic terminal, computer, television, telephone and similar equipment and *includes* an *EFD*.

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

“EFT” means the electronic transfer of funds.

“password” means the word or numbers and/or letters nominated by you that may be required for identification purposes in order to have access to your *account*.

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

“PIN” means the Personal Identification Number.

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

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

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

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

“you” or **“your”** means the cardholder. If there are more than one, 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, re-enactments or replacements of them).

Anything *includes* the whole and each part of it.

The following information statement is not part of the *contract*. It only applies if your *contract* is regulated by the National Credit Code.

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

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

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

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

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

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

3. Can I terminate the contract?

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

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

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

4. Can I pay my credit contract out early?

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

5. How can I find out the payout figure?

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

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

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

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

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

Yes, but only if your contract says so.

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

That depends on the type of change. For example —

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published 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 FOS AUS (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 www.asic.gov.au.

Insurance

10. Do I have to take out insurance?

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

11. Will I get details of my insurance cover?

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

12. If the insurer does not accept my proposal, will I be told?

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

13. In that case, what happens to the premiums?

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

14. What happens if my credit contract ends before any insurance contract over mortgaged property?

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

Mortgages

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

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

16. Should I get a copy of my mortgage?

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

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

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

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

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

See the answers to questions 22 and 23.

Otherwise you may –

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

If your credit provider won't give permission, you can contact 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.

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

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

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

Yes. You have 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.

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

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

General

22. What do I do if I cannot make a repayment?

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

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

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

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

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 25.

24. Can my credit provider take action against me?

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

25. Do I have any other rights and obligations?

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

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING 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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