

# Bendigo Term Deposit Accounts and Facilities.

## Terms & Conditions.

28 November 2017

## About this document

This document must be read in conjunction with the Schedule of Fees, Charges and Transaction Account Rebates (personal customers), Business Fees and Charges (business customers), and the Schedule of Interest Rates for Term Deposit Accounts.

You should read this document and the Schedule of Fees, Charges and Transaction Account Rebates (personal customers), Business Fees and Charges (business customers), and the Schedule of Interest Rates carefully before acquiring any of the products to which this document applies.

This document contains terms and conditions which apply to, the following:

- Bendigo Standard Term Deposit Account
- Bendigo Gold Term Deposit Account

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

## Contact details

You can contact us at any of our branches, which are listed on our website: [www.bendigobank.com.au](http://www.bendigobank.com.au)

Alternatively you can contact us via:

- Telephone **1300 BENDIGO** (1300 236 344)  
From overseas +61 3 4554 0666
- The Bendigo Bank website at [www.bendigobank.com.au](http://www.bendigobank.com.au)
- Customer Feedback Team  
Compliments, suggestions and complaints  
Telephone 1300 361 911  
8.30am - 6.00pm (Victorian time)  
Monday to Friday

## Key features

Term Deposit Accounts are investment accounts which provide for a fixed rate of interest for the investment term provided you do not make additional deposits to, or withdrawals from, your account prior to the review date (refer to clauses 4 and 5 of the Terms and Conditions). You must choose the investment term at the time you open your account as this will determine the rate of interest we pay on your investment.

The accounts to which this document applies have different features and some have restrictions. You should select the account which most closely suits your needs. Set out below is a summary of the main features of, and restrictions applying to, the accounts.

Term Deposit Accounts – Key Feature Table		
Feature	Bendigo Standard Term Deposit Account ++	Bendigo Gold Term Deposit Account
Minimum to Open	\$1,000	\$2,000
Minimum Balance to Maintain	\$1	\$1
Investment Term	1 Month to 60 Months	12 Months
Interest Calculated	Daily	Daily
Interest Credited	On the review date or at an agreed frequency*	Quarterly from the date of the initial deposit
Interest Payment Method	Credited to another eligible account held with us or paid into your term deposit account	Credited to another eligible account held with us or paid into your term deposit account
Additional Deposits	Within the first 7 days of opening or renewing	Yes
Withdrawals prior to the review date	Subject to our agreement**	Yes, if withdrawal exceeds 25% of your initial deposit amount it will attract an interest rate reduction. Refer to clause 3.14 and 4.1 to 4.2

\*Current available interest payment frequencies are set out in the Schedule of Interest Rates for Term Deposit Accounts.

\*\* From 1 January 2015 withdrawal may not be available for up to 31 days or until the next review date if sooner. An interest rate reduction may apply. Refer to clauses 3.12 to 3.13 and 4.1 and 4.3 of these terms and conditions.

++ Overseas customers: transactions that can be carried out in branches cannot be carried out overseas if we do not have a branch overseas.

The terms and conditions beginning on page 6 explain the way in which these accounts operate.

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## Section A: Meaning of words

**"account"** means an account or accounts we establish in your name or in your name jointly with another person(s) or in the name of a business or entity.

**"authorised signatory"** is defined in clause 15.

**"Bendigo and Adelaide Bank Group"** means Bendigo and Adelaide Bank Limited and its related bodies corporate.

**"business day"** means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**"Government charges"** means all charges or duties on deposits into, or withdrawals from, your account that are payable under a law of the Commonwealth or any State or Territory or any other jurisdiction whether or not you are primarily liable to pay these charges.

**"initial deposit"** means the amount you initially deposit with us when you open your account. It does not include any additional deposits made during the investment term.

**"investment term"** means the period that you choose (see clause 1.6). It is the period for which the interest rate that applies to your investment is fixed, assuming that you do not make additional deposits to, or withdrawals from, your account during that period.

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

**"password"** means the word or sequence of numbers and/or letters nominated by you for identification purposes.

**"per annum"** means the amount per year.

**"review date"** means the day on which your investment term expires.

**"terms and conditions"** means this document, the Schedule of Fees, Charges and Transaction Accounts Rebates (personal customers), Business Fees and Charges (business customers), and the Schedule of Interest Rates for Term Deposit Accounts and:

- The passbook or Term Deposit Certificate you receive when you open your account and any other written advice we give you of the interest rate applicable to your account.

**"tiered interest"** means you will earn different rates of interest depending on the balance of your account. One interest rate will apply to the entire balance of your account but that rate will depend upon the amount of your balance. When your balance reaches a higher interest tier you will receive the interest rate for that tier on the entire balance of your account. For example:

- if the rate of interest is 0.05% pa where the account balance is less than \$2,000.00 and 1.50% pa where the account balance is \$2,000.00 or more; and
- your account balance is \$3,000.00, the rate of interest applying to the entire balance of your account will be 1.50% pa

**"we", "us", "our"** and **"Bendigo Bank"** means Bendigo and Adelaide Bank Limited, ABN 11 068 049 178, AFSL No. 237879.

**"you"** and **"your"** means the holder of an account or if there are more than one of you, all of you jointly and each of you severally.

The singular refers to the plural and vice versa.

A reference to:

- a document includes any variation or replacement of it; and
- any thing includes the whole and each part of it.

All examples used in this document are for illustrative purposes only.

This document does not contain all the terms and conditions which apply to your account. Some of the terms and conditions will be contained in the Term Deposit Certificate and Schedule of Interest Rates for Term Deposit Accounts we issue to you when you open your account.

Unless you have previously agreed to be bound by these terms and conditions, your first use of any account indicates that you understand and agree to be bound by these terms and conditions.

## Section B: General terms and conditions

### 1. Opening and holding an account

- 1.1 You must provide us with any information we reasonably require to open an account or provide a payment facility. Where you wish to open an account in the name of a deceased estate, you must provide us with the original or certified copy of one of the following.
- (a) probate of the will of the deceased person granted to you as executor;
  - (b) letters of administration of the deceased person's estate granted to you as administrator, or
  - (c) death certificate of the deceased person and the will (if there is a will).
- Where you do not provide us with probate or letters of administration, you must also give us an indemnity in a form acceptable to us against any loss caused by opening the account or allowing withdrawals from the account.
- 1.2 Subject to the requirements of any law, we may refuse to open an account.
- 1.3 We require you to deposit a minimum amount with us in order to open an account. The minimum amounts that currently apply are set out in the Key Features Table starting on page 4. There is a \$1 minimum account balance required to maintain an account.
- 1.4 When you open a Bendigo Standard Term Deposit Account or Bendigo Gold Term Deposit Account, you have the option of receiving a Term Deposit Certificate or passbook. Your Term Deposit Certificate or passbook will record the details of your investment and will include such information as the date and amount of your initial deposit, the investment term, the interest rate and the frequency with which interest will be credited. When you open an account, you will also receive a Schedule of Interest Rates for Term Deposit Accounts which will detail the interest rate tiers applicable to your account.
- 1.5 You must choose an available investment term before you open your account. The available investment terms are set out in the Schedule of Interest Rates for Term Deposit Accounts.

### 2. Identification

- 2.1 We need to obtain identification information as required by law, including Know Your Customer requirements under anti-money laundering and counter-terrorism financing legislation for all required parties. This will include information such as, for an individual, name, residential address and date of birth. Where the customer is a Trust, details of the Trustee and beneficiaries may be required. Our staff will advise you what items of identification are acceptable. We may also require other information such as information about beneficial owner(s), and information about your activities and reason for opening an account in Australia.
- 2.2 If you are unable to visit a branch or provide identification in another manner acceptable to us, there is also a certifier method of identification available. We can supply you with a special form, which must be signed by an acceptable certifier.
- 2.3 An acceptable certifier includes a solicitor, police officer, accountant and Justice of the Peace. Please contact us for a complete list of all acceptable certifiers. You will be required to show identification such as your drivers licence, passport, birth certificate or citizenship certificate to the acceptable certifier. For acceptable certifiers overseas, please contact us for details.
- 2.4 There are special provisions for people under the age of 6 years and Aborigines and Torres Strait Islanders in isolated areas.
- 2.5 If you are a business customer, listed below are the documents we need when we open an account for you. You must provide us with any other documents we require to identify you, refer to clause 2.1 for further information.
- 2.6 You must also provide us with any other document we request in order to identify you.

**Documents that we need to open an account for you**

Sole Trader	<ul style="list-style-type: none"> <li>All individual identification requirements.</li> </ul>
Partnership	<ul style="list-style-type: none"> <li>ABN Lookup (to be completed by Bank Staff); or</li> <li>ASIC Search where applicable (to be completed by Bank Staff); or</li> <li>Original, certified copy or certified extract of the Partnership Agreement; or</li> <li>Original or a certified copy of the minutes of a partnership meeting approving the establishment of the business relationship; AND</li> <li>All company or individual identification requirements (whichever is applicable).</li> </ul>
Domestic Company	<ul style="list-style-type: none"> <li>Company Search (to be completed by Bank Staff).</li> </ul>
Foreign Company	<ul style="list-style-type: none"> <li>Company Search if registered in Australia (to be completed by Bank Staff); or</li> <li>An original or certified copy of the company's certificate of registration issued by the relevant foreign registration body.</li> </ul>
Trust	<ul style="list-style-type: none"> <li>All company or individual requirements (whichever is applicable);</li> <li>Original or certified copy of the Full Trust Deed</li> </ul>
Incorporated Association	<ul style="list-style-type: none"> <li>An original, certified copy or certified extract of the Rules or Constitution of the Association; or</li> <li>ASIC Search (to be completed by Bank Staff); AND</li> <li>Authorised original minutes of a meeting of the association.</li> </ul>
Unincorporated Association	<ul style="list-style-type: none"> <li>Authorised original minutes of a meeting of the association.</li> </ul>
Body Corporate/Owners Corporation	<ul style="list-style-type: none"> <li>Depending on whether the Body Corporate is an "Incorporated Association" or a "Domestic Company", supply supporting documentation as per that entity type; AND</li> <li>Plan of Subdivision documents issued by the State Government Planning Office; or</li> <li>Copy of rates notice from Local Council confirming Plan of Subdivision details.</li> </ul>
Franchise	<ul style="list-style-type: none"> <li>Original or certified Copy of original franchise agreement.</li> <li>All company or individual requirements (whichever is applicable).</li> </ul>
Co-operative	<ul style="list-style-type: none"> <li>Authorised original minutes of a meeting of the co-operative; AND</li> <li>ASIC Search (to be completed by Bank Staff); or</li> <li>Information provided by the relevant government (State or Territory) registration body.</li> </ul>
Government Body	<ul style="list-style-type: none"> <li>Search a relevant Commonwealth, State, or Territory website (to be completed by Bank Staff); AND</li> <li>Authorised original minutes of a meeting of the Government Body.</li> </ul>

### Verification

- 2.7 We may, and you consent to us doing so, seek verification of your identification and identification documents from independent sources and/or third party service providers.
- 2.8 We will keep copies of all documents provided by you and will disclose or provide copies of your identification documents to third party bodies as required by law.
- 2.9 We may request, and you must provide, further documentary evidence of your identity as we deem necessary to confirm your identity.
- 2.10 We may request that you produce, and you must provide in person if necessary, the original and/or certified true copies of all documentary evidence confirming your identity.

### Inability to confirm identity

- 2.11 In the event that we are unable to properly confirm your identity, we may at our sole discretion, reject your application, suspend the operation of your account, refuse transactions and/or place a freeze on your funds until such time as your identity can be confirmed.

### Additional Information

- 2.12 We may request, and you must provide, any other additional information we deem necessary in relation to your identity, personal affairs, business dealings and/or the purpose of your relationship with us. In the event you refuse or fail to provide us with the information we have requested, we may at our sole discretion, reject your application, suspend the operation of your account, refuse transactions and/or place a freeze on your funds until such time as the information is provided.
- 2.13 You provide us with the following undertakings and indemnify us against any potential losses either you or we suffer arising from any breach by you of such undertakings:
  - (a) you will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country); and
  - (b) the underlying activity/product for which Internet Banking is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).
- 2.14 More information is available from the Australian Transaction Reports and Analysis Centre (AUSTRAC) 1800 021 037 or our Customer Service Team **1300 BENDIGO** (1300 236 344).

### 3. Deposits and withdrawals

#### Deposits

- 3.1 You may only make deposits to your account as follows:
  - (a) if you have a Bendigo Standard Term Deposit Account, after the initial deposit to the account, you may make additional deposits to your account within 7 days of the initial deposit. After that 7 day period, you may only make additional deposits at our discretion.
  - (b) if you have a Bendigo Gold Term Deposit Account, after the initial deposit to the account, you may make additional deposits to your account at any time.

You can make these deposits at any of our branches. Some of the above methods for deposits may not be accessible by you when you are not in Australia.

- 3.2 If you make an additional deposit to your account, we may, depending on the amount deposited, increase the interest rate payable on the balance of your account (see clause 5.4(c)).
- 3.3 The proceeds of a deposit may not be available for up to five business days after the deposit is made. It will usually take three business days for a cheque to clear. If we allow you to draw on a cheque before it has cleared, you will be liable for the amount of the cheque if it is subsequently dishonoured and you authorise us to debit the amount of the cheque plus applicable bank charges to your account. International deposits may be subject to extended clearance times.
- 3.4 We may not accept any cheque that is not payable to you whether the cheque has been endorsed in your favour or not.
- 3.5 You may request a special clearance on a cheque. When you request a special clearance on a cheque we will request the other bank to respond within 24 hours if the cheque is drawn on a branch in the same state as the place of deposit. If the cheque is an interstate cheque we will request the other bank to respond within 48 hours. We cannot assure you that the other bank will respond within these timeframes. However you must pay us a fee for this service: See the Schedule of Fees, Charges and Transaction Account Rebates (personal customers) or Business Fees and Charges (business customers).

#### Withdrawals

- 3.6 If we agree, you may make withdrawals from your account in a number of ways including:
  - (a) at any of our branches;
  - (b) by instructing us to credit the funds directly into another eligible account you hold with us. Please



ask our staff for the range of eligible accounts; or

- (c) by bank cheque. We will charge you a fee for this service: See the Schedule of Fees, Charges and Transaction Account Rebates (personal customers) or Business Fees and Charges (business customers).

Some of the above methods for withdrawals may not be accessible by you when you are not in Australia.

- 3.7 We may not allow a withdrawal unless we have proof of your identity that is satisfactory to us.
- 3.8 You must keep a credit balance in your account at all times and must not overdraw your account. If you overdraw your account in breach of these terms and conditions, you must repay the overdrawn amount immediately. We will calculate interest on the overdrawn amount on a daily basis and you authorise us to debit it to your account at the same time that we would have credited interest in respect of your account until the amount is repaid. We do not agree to provide you with credit merely because we debit an amount to your account that causes it to be overdrawn.
- 3.9 You authorise us to debit to your account all withdrawals you, or an authorised signatory, make from that account.

#### **Withdrawals on the review date**

- 3.10 You may withdraw part or all of your funds from your account on the review date.
- 3.11 We can at our discretion impose a limit on the amount you can withdraw in cash from your account at a branch.

#### **Withdrawals prior to the review date**

- 3.12 From 1 January 2015, with the exception of the Bendigo Gold Term Deposit Account, if you wish to withdraw or transfer your funds after the grace period and before the next review date, we may at our discretion not permit the withdrawal or transfer for up to 31 days (or the next review date if sooner) from the day you give us notice by making the request at any branch during opening hours. However we will permit withdrawal or transfer during this period in the case of proven hardship. If we decide not to permit your withdrawal or transfer during this period, your funds will be paid or transferred on the business day after the expiry of the 31 days or the next review date, as applicable.
- 3.13 If you have a Bendigo Standard Term Deposit Account and you wish to withdraw part or all of your funds prior to the review date, you will need our agreement and we will reduce the interest rate payable on the amount withdrawn (see clause 4.1(a)). We may also, depending on the amount withdrawn, reduce the interest rate payable on the balance of your account (see clause

4.1(b)).

#### **3.14 If you have a Bendigo Gold Term Deposit Account:**

- (a) you may withdraw up to 25% of the value of your initial deposit amount prior to the review date, without a reduction in the interest rate. The interest rate that will apply to these amounts will be the rate applying to the account, as if no amounts had been withdrawn.
- (b) if you wish to withdraw an amount in excess of 25% of the value of your initial deposit amount prior to the review date, you will need to give us notice by making a request at any branch during opening hours. You will be subject to an interest rate reduction on that portion of the amount withdrawn which is in excess of 25% of the value of your initial deposit amount (see clause 4.1(a)) and we may, depending on the amount withdrawn, reduce the interest rate payable on the balance of your account (see clause 4.1(b)).

#### **4. Interest rate reduction for withdrawals prior to the review date**

- 4.1 If funds are withdrawn prior to the review date, subject to clause 4.2 below:
- (a) the interest rate that will apply to the money you withdraw will be the lowest tiered interest rate for a three month term deposit with us (irrespective of the account balance) less a further 0.25% pa (with a minimum rate of 0% pa). Interest at that rate will be calculated from the date you make the initial deposit to the day before the date of the withdrawal;
- (b) the money you leave in your account will continue to earn interest at the rate originally specified or, if the withdrawal results in the balance of your account falling into a lower interest tier, the interest rate that will apply on and from the date of the withdrawal will be that applying to the amount of the remaining balance for the investment term as set out in the Schedule of Interest Rates for Term Deposit Accounts. The schedule will be given to you when you open your account or, where your investment has been renewed, sent to you with your Term Deposit Review Confirmation letter.
- 4.2 If you have a Bendigo Gold Term Deposit Account, the reduced interest rate (set out in clause 4.1(a) above) will only apply to that portion of the amount withdrawn prior to the review date which is in excess of 25% of the value of your initial deposit. If you withdraw an amount prior to the review date that is not in excess of 25% of the value of your initial deposit, no interest rate reduction will apply to the amount withdrawn.

4.3 Where an additional deposit or interest credit forms part or all of the amount withdrawn prior to the review date, the interest rate reduction will be calculated for the period from the date of the additional deposit or interest credit to the day before the date of the withdrawal. We will treat deposits and credits made to your account first as having been withdrawn from your account first.

## 5. Interest

5.1 We pay interest on your account.

### Interest rates

5.2 The type of account you have in conjunction with the investment term you select will determine the rate of interest that applies to your account. All account types apply tiered interest and as a result more than one interest rate may apply.

5.3 Subject to clauses 4.1 and 5.4, your interest rate will be fixed for the investment term at the time you make your initial deposit. It will be based on the prevailing interest rates of the day. You will be advised of your interest rate at the time you open your account and it will be recorded in your passbook, if you have been issued with a passbook, or otherwise in your Term Deposit Certificate. On renewal, your interest rate may change (see clauses 8.2, 8.3 and 8.4).

5.4 If you make an additional deposit to your account prior to the review date, the interest rate may change. In particular, if you make an additional deposit to your account which results in the balance of your account reaching a higher interest tier, the interest rate that will apply to the balance of your account on and from the date of that additional deposit will be the interest rate applying to that particular amount for the investment term you have chosen at the date of your initial deposit (it will not be the prevailing interest rate applying on the day you make the additional deposit). For example, if:

- (a) when you make your initial deposit the interest rate (for the investment term you have chosen) is:
  - (i) 0.50% pa where the account balance is between \$1,000.00 and \$4,999.99;
  - (ii) 4.10% pa where the account balance is between \$5,000.00 and \$24,999.99;
  - (iii) 4.50% pa where the account balance is \$25,000.00 or more;
- (b) you make an initial deposit of \$4,000.00;
- (c) prior to the review date you make an additional deposit to your account of \$6,000.00, the interest rate that will initially apply to your account will be 0.50% pa, but the rate will increase to 4.10% pa on and from the date you make the additional deposit,

as your balance will have reached a higher interest tier.

If you make a withdrawal from your account prior to the review date, clause 4 will apply.

Details of the interest tiers applicable to your investment, assuming you do not withdraw your funds prior to the review date, will be set out in the Schedule of Interest Rates for Term Deposit Accounts. The Schedule will be given to you when you open your account or, where your investment has been reviewed, sent to you with your Term Deposit Review Confirmation letter.

5.5 Our current interest rates for Term Deposit Accounts are set out in the Schedule of Interest Rates for Term Deposit Accounts. You can find out our current interest rates at any time by contacting one of our branches, by phoning **1300 BENDIGO** (1300 236 344) or by visiting our website [www.bendigobank.com.au](http://www.bendigobank.com.au)

### Calculation and crediting of interest

5.6 We calculate interest by applying the applicable daily percentage rate to the balance of your account at the end of each day. The daily percentage rate is the relevant interest rate divided by 365, or in a leap year, 366.

5.7 If you have a Bendigo Gold Term Deposit Account, interest will be credited quarterly from the date of the initial deposit. For all other accounts, interest is credited at the review date or at any available frequency you tell us when you open your account. The available frequencies with which interest can be credited are set out in the Schedule of Interest Rates for Term Deposit Accounts. You will be advised of the frequency with which interest will be credited in respect of your account at the time you open your account and it will be recorded in your passbook, if you have been issued with a passbook, or otherwise in your Term Deposit Certificate.

5.8 Although we may credit interest before the review date, you will not be entitled to interest until the review date, or if you withdraw all of your funds before the review date, the date of that withdrawal. If you have elected to have interest credited before the review date and you withdraw all of your funds before the review date, we will be entitled to deduct from the balance of your account, before repaying to you the amount standing to the credit of your account, an amount equal to the amount of any excess interest payments we have credited during the investment term.

5.9 You can elect to have interest credited to your account or to another eligible account held with us. Please ask our staff for the range of eligible accounts. If you wish to change the account to which your interest is credited, you may do so at any time by giving us notice in writing or by

visiting one of our branches.

## 6. Fees and charges

- 6.1 Fees and charges and Government charges apply to your account. You authorise us to debit the fees and charges and Government charges to your account. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates (personal customers) or Business Fees and Charges (business customers). You can find the current fees and charges at anytime by contacting one of our branches, phoning **1300 BENDIGO** (1300 236 344) or by visiting our website at [www.bendigobank.com.au](http://www.bendigobank.com.au)
- 6.2 We may change the fees and charges from time to time (including introducing new fees and charges) and Government charges may change at any time. However, we will not introduce entry fees, exit fees or charges for the management of funds (excluding charges for the maintenance of the account). There is no maximum limit for the amount of fees and charges we may impose. If the law regulates such a change we will only make the change to the extent permitted by, and subject to, the requirements of that law.

## 7. Your investment options

- 7.1 We will send you a Term Deposit Review Confirmation letter before the review date for your investment, which will advise you that your investment term is due to expire. This advice will contain the following information:
- (a) opening and closing balance for the investment term;
  - (b) amount to be deposited on renewal;
  - (c) a summary of all transactions in relation to your investment during the investment term, indicating the nature and purpose of the transaction (e.g. deposit, interest, fees); and
  - (d) interest earned on the account.

It will also set out an indicative interest rate that may apply to your investment if you choose to renew your investment for the same investment term, or if your investment is automatically renewed in accordance with clause 8.1. The new interest rate will be based on the prevailing interest rate applying to that particular investment amount and investment term on the review date. We will also include with your Term Deposit Review Confirmation letter a Schedule of Interest Rates for Term Deposit Accounts which will detail the interest tiers and interest rates current at the time of printing.

**Important Note: The rates and tiers may change prior to your review date. You should check the current interest rates and tiers with us on the review date.**

- 7.2 Before the review date you may contact us to provide instructions regarding your investment. At this time you may instruct us to renew your investment on the terms set out in the Term Deposit Review Confirmation letter, to reinvest your funds for a different investment term, to increase the amount of your investment, or you may advise us you wish to close the account or withdraw part of your funds.

## 8. What happens on the review date

- 8.1 On the review date, we will automatically renew your investment for a period equal to that of the previous investment term (or the nearest equivalent investment term if the previous investment term is no longer available), unless we receive written instructions to the contrary before this date.
- 8.2 If you instruct us to renew your investment or your investment is automatically renewed in accordance with clause 8.1 above, it will be renewed from the review date.
- (a) If your investment term has not changed you will be advised of an indicative interest rate in the Term Deposit Review Confirmation letter which we will send to you shortly before the review date. If your investment term has changed, your indicative interest rate will be set out in the Schedule of Interest Rates for Term Deposit Accounts (which will be sent to you together with your Term Deposit Review Confirmation letter) and will be the indicative rate applicable to your investment term. Your interest rate will then be fixed for that investment term provided you do not make any additional deposits to, or withdrawals from your account before the review date.
  - (b) If you make additional deposits to, or withdrawals from your account before the review date, then depending on the amount deposited or withdrawn, your interest rate may change. Details of the indicative interest rate tiers applicable to your investment will be set out in the Schedule of Interest Rates sent to you with your Term Deposit Review Confirmation letter.
- 8.3
- (a) If your investment is renewed and the interest rate that is applied at the review date is the same as the indicative rate stated in your Term Deposit Review Confirmation letter, that letter will act as confirmation of the roll over transaction.
  - (b) If your investment is renewed and the interest rate that is applied is different to the indicative rate stated in your Term Deposit Review Confirmation letter, you will receive confirmation from us of your new interest rate.

8.4 You have 7 days from the review date to change the details of your investment (for example, increase the amount of your investment or the length of the investment term). If you elect, within this period, to reinvest for a different investment term or to add to, or reduce, your investment:

- (a) your investment will be renewed at the prevailing interest rate applying to the particular investment amount and investment term you have chosen on the review date (and not necessarily the indicative interest rate advised in the Term Deposit Review Confirmation letter). Your interest rate will then be fixed for that investment term, provided you do not make additional deposits to, or withdrawals from, your account prior to the review date. If you do, then depending on the amount deposited or withdrawn, your interest rate may change.
- (b) we will record the details of your investment including your new interest rate (assuming you do not make additional deposits to, or withdrawals from your account prior to the review date), investment term and the frequency with which interest will be credited, in your existing passbook, if you have a passbook, or in a new Term Deposit Certificate that we will issue to you. Details of the indicative interest tiers applicable to your investment will be set out in the Schedule of Interest Rates for Term Deposit Accounts sent to you with your Term Deposit Review Confirmation letter.
- (c) Your new investment term will be effective from the review date (and not the date you change the details of your investment).

8.5 If your investment is renewed (either in accordance with clauses 8.2, 8.3 or 8.4) the term and conditions set out in this document will apply as if the amount of the investment that is renewed, and the renewal, were an initial deposit.

## 9. Transaction processing

- 9.1 We may assign any date we consider appropriate to a debit or credit to your account, except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs. However, we will credit payments to your account as soon as practicable after we receive them. This is not necessarily the same day that you make the payment. We give effect to the debit or credit based upon the date assigned to it by us.
- 9.2 We may subsequently adjust debits and credits to your account so as to accurately reflect the legal obligations of you and us, for example, because of an error or because a cheque is dishonoured. If we do this, we may make consequential changes, including to

interest.

For example: If a payment or deposit is made into your account in error, we may withdraw that payment or deposit from your account without your consent, including any interest paid into your account on that payment or deposit. If you have spent those funds you will be required to repay them or your account may be overdrawn.

## 10. Bank cheques

- 10.1 We can issue you with a cheque drawn on us. This is known as a bank cheque. There is a fee for the issue of a bank cheque: See the Schedule of Fees, Charges and Transaction Account Rebates (personal customers) or Business Fees and Charges (business customers).
- 10.2 Although most people regard bank cheques as cleared funds, they are not equivalent to cash. A bank may dishonour a bank cheque including if:
  - (a) the signature of an officer of a bank is forged or placed on a bank cheque without the bank's authority;
  - (b) the bank cheque has been fraudulently or materially altered;
  - (c) a fraud or other crime has been committed;
  - (d) the bank is advised that the bank cheque is lost or stolen;
  - (e) there is a court order preventing the bank from paying a bank cheque;
  - (f) the bank has not received payment or value for the issue of the bank cheque.
- 10.3 If a bank cheque is lost, destroyed or stolen, we may provide a replacement bank cheque for a fee: See the Schedule of Fees, Charges and Transaction Account Rebates (personal customers) or Business Fees and Charges (business customers).

## 11. Account combination

- 11.1 We may combine the balances of two or more of your accounts, even if the accounts are at different branches, if one of your accounts is overdrawn or is in debit and the other is in credit. In this situation the credit in one account would be used to reduce the debit balance in the other account.
- 11.2 We will promptly inform you if we combine your accounts; however, we need not notify you in advance.
- 11.3 When combining accounts we will comply with any applicable requirements of the Code of Operation for Department of Human Services and Department of Veterans' Affairs Direct Credit Payments.

- 11.4 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.

11.5 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.

## 12. Passbooks, statements and confirmation of transactions

### About your passbook

- 12.1 If you have a passbook, your passbook is a record of the transactions on your account. Each time you present your passbook for updating, we will record particulars of each transaction on your account including the amount of the transaction and the current balance of your account. You should present your passbook each time you make a deposit or withdrawal at one of our branches.
- 12.2 If you have a passbook for your account, you agree that:
- (a) you can present your passbook for updating at any of our branches; and
  - (b) it is your responsibility to have your passbook updated at regular intervals.

We will not charge any fee associated with your passbook or the entry of particulars into your passbook.

### Security of your passbook

- 12.3 Your passbook should be safeguarded from theft or unauthorised use. Under no circumstances should you keep a visible record of your signature with your passbook. This includes signed withdrawal forms or cards.
- 12.4 You must notify us as soon as possible of the loss, theft, or misuse of your passbook by contacting us at one of our branches or by phoning **1300 BENDIGO** (1300 236 344). If you fail to notify us as soon as possible, you will be held liable for any unauthorised transactions occurring on your account before you notify us and you authorise us to debit any such amounts for which you are liable to your account.

### When we will issue a statement of account

- 12.5 You agree that statements of account will only be issued as detailed in this clause. If you have an account with an investment term greater than 12 months, we will issue you with a statement of account annually as at June 30. If your account is closed, we will issue you with a statement of account after the account is closed. If you have an account with an investment term of less than twelve months, you agree that we will issue you with a statement of account when the account is closed.
- 12.6 You must check your statement of account and immediately notify us if you notice an error or possible unauthorised transaction on that statement. You should keep your statements safe for future reference.
- 12.7 If you make an additional deposit or a withdrawal prior to the review date, we will also provide you with a receipt for that deposit or withdrawal.
- 12.8 We strongly advise you to keep all receipts and statements in a safe place, as you may need them to do things such as complete tax returns. If you misplace any of your account records or need us to provide you with information about any of your transactions, such as interest credits for tax purposes, we can help by conducting a search of our records. A fee may apply for this service to cover our costs: See the Schedule of Fees, Charges and Transaction Account Rebates (personal customers) or Business Fees and Charges (business customers).
- 12.9 You should retain printed records of transactions to reconcile to your statement.

### Confirmation of transactions

- 12.10 You agree that confirmation of transactions involving your account may be provided by:
- (a) if you have a passbook, your passbook;
  - (b) you requesting confirmation at any of our branches.

## 13. Password

- 13.1 You must choose a password when you open an account. We may ask you for this password, and you must provide it when we ask for it, at any time as further proof of your identity.

### Use and security of your password

- 13.2 The security of your password is very important. You will be liable for unauthorised transactions which you contribute to by not keeping your password secure.

- 13.3 You must ensure that you:
- (a) keep your password secure and protected;
  - (b) do not tell anyone your password;
  - (c) do not provide your password to any person (including a family member or a friend);
  - (d) do not allow any unauthorised person to observe or hear your password.

- 13.4 You must notify us immediately if:
- (a) any record you may have of your password, is lost or stolen;
  - (b) you become aware or suspect another person knows your password or has used your password without your authority; or
  - (c) you become aware or suspect another person knows your password or has used your password without your authority.

**In Australia contact Bendigo Bank on:**

**1300 BENDIGO** (1300 236 344)

**Overseas**

Contact us by telephone on 61 3 5485 7872 or by fax on 61 3 5485 7613

- 13.5 Any delay in notifying us will expose you to liability for losses incurred as a result of unauthorised access or transactions.
- 13.6 You should confirm any verbal notification in writing or at one of our branches as soon as possible.

**14. Joint accounts**

- 14.1 This paragraph applies if an account is in two or more names jointly.

**Understanding your obligations**

- 14.2 You may choose to operate accounts jointly with other persons or entities.
- 14.3 If you do, 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 the account. You should carefully consider any arrangement which involves you becoming a joint account holder.
- 14.4 It is up to you and the other joint account holder(s) to specify how many of you must sign in order to operate a joint account. Account operating instructions are part of your contract with us and may only be altered by written notification to us, signed by each party to the joint account.

- 14.5 Despite any instructions you may give us to the contrary, we may insist that the joint account only be operated on the signatures of all joint account holders if:
- (a) one of the joint account holders requests us in writing to do so;
  - (b) we are notified of any dispute between the joint account holders;
  - (c) we are notified of the death or bankruptcy of any of the joint account holders.

- 14.6 You agree that each of you act as an agent for the other and that we can send a copy of a notice or statement to all or any one of you.

- 14.7 You agree that each joint account holder may have access to information about the account without the consent of the other joint account holders.

- 14.8 In the event of your death, the account will be treated as the account of the surviving account holder(s) only.

**15. Authorised signatories and operating instructions**

- 15.1 You may ask us, in writing, to authorise one or more other people to operate your account. A person who is authorised to operate your account is called an authorised signatory. Where there is more than one authorised signatory, you must specify how many of the authorised signatories must sign in order to operate your account. Your instructions in relation to how many authorised signatories must sign in order to operate your account are called operating instructions. If you are a company, body corporate, club or association, we may require appointment of authorised signatories and directions as to operating instructions to be under common seal or authenticated by minutes of a resolution of your directors or governing body. We do not have to agree to your request but if we agree, we may impose conditions. If we do not agree to your request, we will notify you.
- 15.2 You can arrange to have the authority of an authorised signatory revoked or your operating instructions changed at any time. If you want to revoke the authority of an authorised signatory or change your operating instructions, you must notify us in writing. If you are a company, body corporate, club or association, we may require the revocation of authorisation or change of operating instructions to be under common seal or authenticated by minutes of a resolution of your directors or governing body.
- 15.3 We are entitled to act on all instructions given by your authorised signatories in accordance with your operating instructions (including appointing a new

authorised signatory or revoking the authority of an authorised signatory). We are not required to make any inquiries in relation to any instructions received by an authorised signatory in relation to the operation of your account.

- 15.4 These terms and conditions apply to the authorised signatory in the same way that they apply to you. You should ensure that any authorised signatory has read these terms and conditions and complies with them as if they were you. If the authorised signatory does not comply with these terms and conditions, you will be in default.
- 15.5 You consent to us giving an authorised signatory information about your account.
- 15.6 You may ask us, in writing, to limit the dollar (\$) amount available to some authorised signatories to restrict their liability.
- 16. Stopping or closing your account**
- 16.1 You may close your account on the review date or prior to the review date, but we may reduce the interest rate payable on your investment if you close your account prior to the review date where the account is in credit (refer to clause 9).
- 16.2 You may close the account by:
- (a) visiting one of our branches and telling us you wish to close the account;
  - (b) sending a written request to us.
- 16.3 We may close your account at any time, due to unsatisfactory conduct or for any other reason, (e.g. if we reasonably consider it necessary to prevent fraud or other losses to you or us) by giving you notice that is reasonable in all the relevant circumstances and reimbursing you for any amount standing to the credit of your account. If you or an authorised signatory breach any of these terms and conditions, we may close the account without giving you prior notice.
- 16.4 We will give you notice as soon as possible after closing the account (unless we have previously given you notice) and will reimburse you for the amount standing to the credit of your account.
- 16.5 If your account is closed:
- (a) you will be liable for any transactions that were not processed, or that occur on the account at the time the account is closed;
  - (b) you must pay to us on demand all unpaid fees and charges prior to closing the account.

16.6 We reserve the right to withdraw any account from offer without notice.

16.7 We may place a stop on your account if:

- (a) you are in breach of any of the terms and conditions;
- (b) you have not provided us with information that we have asked you to provide;
- (c) we receive notice of your mental incapacity, bankruptcy or death;
- (d) we become aware of any dispute which in our reasonable opinion has a bearing on the account.

If we place a stop on your account, you or anyone else will not be able to make any withdrawal transactions on the account. Credit transactions will still be allowed unless you specifically request credit transactions be stopped also. We are not liable for any loss or damage arising from placing a stop on your account.

16.8 If we receive notice of a dispute from a third party who has a beneficial interest in the funds held in the account, we may at our discretion freeze the account until the dispute has been resolved.

## 17. Changes

- 17.1 Acting reasonably, we may change these terms and conditions at our absolute discretion at any time. If any law regulates that change, we will only make the change to the extent permitted by, and subject to, the requirements of that law.
- 17.2 Subject to the requirements of any law, you agree that we can give notice of changes to these terms and conditions and of, any material change to, or any significant event that affects any of the matters specified in this document (including changes to fees and charges and interest rates)
- in writing (including by notice in your statement of account)
  - by an advertisement in a major daily newspaper published in Australia or at such other frequency as published by the overseas local major newspaper (if applicable)
  - in such other manner as we reasonably consider is likely to come to the attention of as many account holders as possible or
  - in accordance with clause 25.4
- 17.3 The notice of change table sets out how much prior notice we will give you of changes, if prior notice is required.

- 17.4 If a Government charge payable directly or indirectly by you is introduced or varied, we will notify you by advertisement in the national media or local media or in writing unless the introduction or variation is publicised by the Government.

**Notice of Change**

Type of change	Minimum number of days notice
Any change that is an increase in fees or charges	30
A variation of the method by which interest is calculated A variation of the frequency with which interest is debited or credited A variation of the balance ranges within which interest rate apply	30
Other changes to the terms and conditions (apart from a change in Government charges payable directly or indirectly by you)	No later than the day on which the change takes effect

**18. Tax**

- 18.1 When you open an account with us, you have the option of supplying us with your Tax File Number or, if applicable, Australian Business Number. If you don't, we are required by law to deduct withholding tax from your interest, at the highest marginal rate plus the Medicare Levy and forward it to the Australian Taxation Office.

- 18.2 Similar requirements also apply to joint accounts where one or more of the account holders have not supplied their Tax File Number or, if applicable, Australian Business Number or relevant exemption.

**Providing your Tax File Number is NOT compulsory, but is advisable.**

- 18.3 If you are entitled to an exemption in relation to this tax you should advise us of your type of exemption and provide any supporting documentation we may require.

- 18.4 What happens if I don't provide my Tax File Number?  
If you choose not to provide us with your Tax File Number, we are required to deduct withholding tax at the highest marginal tax rate – plus the Medicare Levy, when you earn interest income of \$120 or more a year.

The above clauses 18.1, 18.2, 18.3 and 18.4 do not apply if you are not a resident of Australia. We are required to withhold Australian non-resident withholding tax from interest income earned on your account which is currently 10%.

Note: Generally children under 16 do not need to provide us with a Tax File Number, however, where the child's investment income (or interest) is likely to be \$420 per annum or more, it is advisable to obtain a tax file number as interest earned in excess of \$420 is subject to withholding tax. Deductions of withholding tax are calculated on a daily pro-rata basis, regardless of whether or not the account earns more than \$420 in interest during the financial year.

**19. Privacy**

- 19.1 We are committed to ensuring your privacy is protected and understand your concerns regarding the confidentiality and security of personal information you provide to us.
- 19.2 You can obtain information about privacy in our Privacy Policy which is available upon request at any of our branches or on our website [www.bendigobank.com.au](http://www.bendigobank.com.au)

**20. If you have a complaint**

- 20.1 We consider Internal Dispute Resolution (IDR) to be an important and necessary first step in the complaint handling process as it gives us an opportunity to hear when we do not meet our customers' expectations and address them genuinely, efficiently and effectively.
- 20.2 You can raise your complaint with us by:
- (a) speaking to a member of our branch staff directly;



- (b) telephoning the Customer Feedback Team on 1300 361 911 8.30am – 6.00pm (Victorian time) Monday to Friday
- (c) Faxing us on 1300 367 615
- (d) Emailing [feedback@bendigoadelaide.com.au](mailto:feedback@bendigoadelaide.com.au)
- (e) completing the Customer Feedback form 'Talk to us we're listening' available from your nearest branch or online at [www.bendigobank.com.au](http://www.bendigobank.com.au)
- (f) write to the Customer Feedback Team, Bendigo and Adelaide Bank Ltd, Reply Paid 480, Bendigo 3552

20.3 If you are not satisfied with the response provided by our Customer Feedback Team, you have the option of referring the matter to the Customer Advocate who will impartially assess your complaint, keep you informed of the progress and provide you with a response:

- (a) telephone – 1300 139 527 (+61 3 5485 7919) between 8.30am and 5.00pm (Victorian time) Monday to Friday
- (b) email – [customeradvocate@bendigoadelaide.com.au](mailto:customeradvocate@bendigoadelaide.com.au)
- (c) post/letter – write to Customer Advocate PO Box 480, Bendigo, VIC, 3552

#### Financial Ombudsman Service

20.4 Alternatively (or following consideration by the Customer Advocate) you may refer your complaint directly to the appropriate External Resolution scheme.

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

The Financial Ombudsman Service Australia  
GPO Box 3  
Melbourne VIC 3001  
Telephone: 1800 FOS AUS (1800 367 287)  
Fax No: (03) 9613 6399  
Website: [www.fos.org.au](http://www.fos.org.au)  
Email: [info@fos.org.au](mailto:info@fos.org.au)

#### 21. If you have changed your name, address or contact details

21.1 If you have changed your name, we will need to amend our records as soon as possible. Before amending our records, we will require evidence of your name change, such as a marriage certificate, birth certificate, decree nisi or dissolution of marriage, or a certificate of registration of change of name.

21.2 If you have changed your address (home, business or

email, where relevant) or contact details you must provide us with your new address or contact details as soon as possible, either by calling into one of our branches, by phoning our Customer Service Team on **1300 BENDIGO** (1300 236 344) or by writing to your local branch or our head office.

21.3 You should advise us of all of your account details so that our records can be changed.

#### 22. Code of Banking Practice

22.1 If you are an individual or small business (as defined by the Code of Banking Practice) we are bound by the Code of Banking Practice.

22.2 The Code of Banking Practice requires us to draw your attention to the availability of general descriptive information concerning our banking services. This includes information about account opening procedures, our obligations regarding the confidentiality of your information, complaint handling procedures, bank cheques, the advisability of you informing us promptly when you are in financial difficulty so that we may discuss your situation and the advisability of you reading the terms and conditions applying to this banking service. You may obtain a copy of the Code of Banking Practice from any of our branches or by visiting our website at [www.bendigobank.com.au](http://www.bendigobank.com.au)

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

If you are not a resident of Australia then the above clause 22 does not apply. We are not bound by the Code of Banking Practice in relation to your account.

#### 23. Financial Claims Scheme

The Financial Claims Scheme protects depositors through the provision of a guarantee on deposits (up to a cap) held in authorised deposit-taking institutions (ADI's) in Australia and allows quick access to their deposits if an ADI becomes insolvent.

As such please note the following information:

- you may be entitled to a payment under the Financial Claims Scheme in the event of us becoming insolvent;
- accessibility to the Financial Claims Scheme is subject to eligibility criteria; and
- information about the Financial Claims Scheme can be found at [www.fcs.gov.au](http://www.fcs.gov.au).

The Australian Government has given notice that it is reviewing the application of the Financial Claims Scheme to accounts held by non-residents of Australia.

This may result in the Financial Claims Scheme no longer applying to accounts held with us by overseas customers.

#### **24. Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF)**

- 24.1 We are committed to the regulatory requirements for anti-money laundering and counter-terrorism financing.
- 24.2 To comply with these requirements we may:
- (a) require you to provide to us, or otherwise obtain, any additional documentation or other information;
  - (b) suspend, block or delay transactions on your account, or refuse to provide services to you;
  - (c) report any, or any proposed, transaction or activity to any body authorised to accept such reports relating to AML/CTF or any other law.

#### **25. Other**

- 25.1 We can decide, at our discretion, the order in which payments will be processed.
- 25.2 We may give you a certificate about a matter in connection with the account. The certificate is sufficient to prove the matter, unless you prove the certificate is incorrect.
- 25.3 Notices and other communications for us may be:
- (a) given personally to one of our employees at your local branch or sent by post or facsimile to our registered office; or
  - (b) given by any other means permitted by law.
- 25.4 Subject to the requirements of any law, notices and other communications for you may be:
- (a) given to you personally or left at any address specified by you or your residential or business address last known to us;
  - (b) sent by prepaid post to any of these places;
  - (c) sent by email to your email address last notified to us;
  - (d) sent by facsimile to your residential or business facsimile number last known to us;
  - (e) if you are registered for Bendigo e-banking by secure email in Bendigo e-banking;
  - (f) if you have downloaded a Bendigo Bank mobile banking application, sent to you in the application or
  - (g) given by any other means permitted by law.

We may also give you notices and other communications by making them available electronically (for example, by publishing them on our website) and notifying you that we have done so and how you can obtain the notice or communication. However, we will not give you a notice or communication in this way if you have notified us that you do not want to receive notices and communications from us in this way. You can notify us that you do not want to receive notices and communications from us in this way by contacting us.

- 25.5 Enforcement expenses may become payable if you breach these terms and conditions. For instance, if you overdraw your account without our written permission we may take legal action to recover the debt. Any reasonable expenses we incur in recovering our debt will be payable by you and you authorise us to debit the amount of these expenses to your account.
- 25.6 We may choose at any time to waive any of our rights under these terms and conditions. Subject to any applicable law, a waiver by us is not a change to, and does not reduce our rights under, these terms and conditions unless we give you written notice that it is a change to these terms and conditions.
- 25.7 Nothing in this agreement has the effect of excluding, restricting or modifying rights in the Australian Securities and Investments Commission Act or Competition and Consumer Act, which cannot be excluded, restricted or modified by agreement. If your account is of a kind not ordinarily acquired for personal, domestic or household use, our liability is restricted to re-supplying the services or the cost of re-supplying the services.
- 25.8 Part or all of any provision of these terms and conditions that is illegal or unenforceable will be severed from these terms and conditions, however the remaining provisions of these terms and conditions will continue in force.
- 25.9 We may assign or otherwise deal with our rights under these terms and conditions in anyway we consider appropriate. You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under these terms and conditions.
- 25.10 You should inform us promptly if you are in financial difficulty.

## Bendigo Term Deposit Accounts and Facilities - Terms and Conditions

Please note: if you did not receive the Schedule of Fees, Charges and Transaction Account Rebates (personal customers), Business Fees and Charges (business customers) or the Schedule of Interest Rates for Term Deposit Accounts with this document, please contact your nearest branch or phone **1300 BENDIGO** (1300 236 344) to arrange for them to be sent to you.

## Contact us

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

This document must be read in conjunction with Schedule of Fees, Charges and Transaction Account Rebates (personal customers), Business Fees and Charges (business customers) and the Schedule of Interest Rates for Term Deposit Accounts. Together they form the Terms and Conditions for Bendigo Term Deposit Accounts and Facilities. Bendigo and Adelaide Bank Limited, The Bendigo Centre, Bendigo Vic 3550 ABN 11 068 049 178. AFSL No. 237879.

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