Important Information

Home Loan Changes Booklet

May 2026

Bendigo Bank

Contents

This document contains important information about changes to your products if they are transitioning to a:

- Bendigo Easy Home Loan; and
- Bendigo Flex Home Loan.

Introduction

This booklet provides you with information about the upcoming changes that will apply to your existing home loan and, where relevant, related offset accounts, as part of their transition to equivalent Bendigo Bank products if we tell you your home loan is transitioning to one of the following types of homes loans:

Bendigo Easy Home Loan; and
Bendigo Flex Home Loan.

In this booklet, "we" usually means Bendigo Bank – a division of Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL/Australian Credit Licence 237879. However, "we" may, where the context requires, also refer to Members Banking Group Limited ABN 83 087 651 054 AFSL/Australian credit licence 241195 trading as RACQ Bank – for example where the context relates to something RACQ Bank is doing before the transition date.

The "How to use this booklet" section below and the letter we give you will assist you to understand which parts of this booklet are relevant to you.

To ensure you understand the changes to your products and accounts we encourage you to carefully read the parts of this booklet that are relevant to you, together with the letter we give you and other communications we give you.

The information included in this booklet, including information about interest rates and fees, is correct as at 12 June 2026.

We realise this is a lot of information. If you are unsure about anything in this booklet, which parts of this booklet are relevant to you, or anything else about the upcoming changes, please contact us.

How to use this booklet

The remainder of this booklet is divided into the following different parts:

Part A
Changes to account access and payments

Part A provides information about the changes to the ways in which you can access and make payments to or from your accounts including details of the cancellation of your existing access methods and the issue of replacement payment facilities. It also provides some other general information that applies to various products and accounts. Part A is relevant to all account types.

Part B
Changes to home loans

Part B provides information about the changes to your home loan if it is transitioning to a Bendigo Easy Home Loan or a Bendigo Flex Home Loan.

Part C
Bendigo Home Loan Terms and Conditions and Bendigo Payment Facilities Terms and Conditions

Part C contains a copy of the terms and conditions that will apply from the transition date if you have a home loan that is transitioning to a Bendigo Easy Home Loan or a Bendigo Flex Home Loan.

Part A

Changes to account access and payments

This part of this booklet summarises the changes to the ways in which you can access your accounts, including details of the cancellation of your existing access methods and the issue of replacement payment facilities. It also provides some other general information.

Further information is provided in the later parts of this booklet and the terms and conditions documents that are referred to in this booklet. In particular, many of the payment facilities discussed below are provided on the terms of the Bendigo Payment Facilities Terms and Conditions (31 March 2026) set out in Part C.

Your account details – new BSB and account numbers

From the transition date the BSB for your accounts will be 633 000.

You will also receive a new account number for each account held. We will write to you again before the transition date to advise you of the new account number for each of your accounts and it will also be available in e-banking from the transition date (see below).

Internet banking (now, Bendigo Bank e-banking)

Cancellation of your existing internet banking

From the transition date you will no longer be able to access RACQ Bank internet banking.

Instead, you will have access to Bendigo Bank's internet banking facility which is known as Bendigo Bank e-banking and can be accessed through a web browser at www.bendigobank.com.au or using the Bendigo Bank app (see below).

We will separately advise you whether Bendigo Bank e-banking access will be issued to any authorised operators who have internet banking access for your accounts prior to the transition date.

Statements of account issued to you prior to the transition date that were available through RACQ Bank internet banking will be available in Bendigo Bank e-banking after the transition date.

Accessing Bendigo Bank e-banking

If you are a current RACQ Bank internet banking user immediately prior to the transition date we will register you for Bendigo Bank e-banking access from the transition date. We will provide you with the information you need to access Bendigo Bank e-banking before the transition date.

Bendigo Bank e-banking app

The Bendigo Bank app is available to download for free for compatible smart phones or tablets from the App Store (for iOS devices) or Google Play (for Android device).

After the transition date you can log into the Bendigo Bank app using your Bendigo Bank e-banking Access ID and password.

When you log in to the Bendigo Bank app for the first time, you can set it up to allow you to log on quickly and securely in the future using a four-digit PIN (Personal Identification Number) or, if you have a compatible device, Face ID® or fingerprint.

Pay Anyone payments

Bendigo Bank e-banking offers multiple types of Pay Anyone payments:

- **Osko/Fast payments**

  We process Osko / Fast payments immediately and funds are generally available to the payee in near real-time.

- **Direct Entry payments**

  Traditional payments made to other financial institutions that may take up to 2 business days to be received. Payments you request before 7:00pm (AEST/AEDT) on business banking days will be processed by us on the same day. Payments you request after 7:00pm (AEST/AEDT) or on a weekend, public holiday or bank holiday will be processed by us on the next business banking day. It may take up to one business day for a payment to be processed by the payee's financial institution after we process it.

  We will tell you if we are sending a Pay Anyone payment as an Osko payment or a Fast payment when we accept a payment instruction from you.

Pay Anyone payments are subject to a daily Pay Anyone limit that applies to all Pay Anyone payments including payments made by Osko, Fast payments and Direct Entry payments. If we register you for Bendigo Bank e-banking access for the first time from the transition date, your existing RACQ Bank internet banking daily payment limit will continue to apply in Bendigo Bank e-banking. You can request that we change your Pay Anyone daily limit by contacting us. Your Pay Anyone limit can be viewed and changed via Bendigo Bank e-banking.

Payments made by Osko/ Fast payments also have a separate fixed daily maximum sub-limit of $30,000 per Access ID. Pay Anyone payments that exceed this sublimit will be sent as Direct Entry payments.

Any "Payees" you have saved in RACQ Bank internet banking will automatically be transferred across to your Bendigo Bank e-banking.

Most future-dated and regular payments you have set up for your accounts in RACQ Bank internet banking (including BPAY payments) will carry over to Bendigo Bank e-banking and will still be processed from your account after the transition date. A small number of future-dated or regular payments will not carry over where the payment frequency you have requested is not available in Bendigo e-banking. Additionally, any future-dated payments scheduled from a redraw facility will not be migrated as this is not a supported feature in Bendigo's e-banking platform. We will advise you in later communications what you will need to do in relation to these payments.

- **BPAY®**

  Bendigo Bank e-banking offers the ability to make BPAY payments to BPAY billers.

  From the transition date, you will also be able to register for BPAY View®, which is a free service that allows you to opt out of paper bills and instead receive, view, and pay your bills with participating BPAY billers through Bendigo Bank e-banking.

  BPAY payments made before 6:30pm (AEST/AEDT) on business banking days will be processed that night. BPAY payments made after 6:30pm (AEST/AEDT) or on a weekend, public holiday or bank holiday will be processed on the next business banking day.

- **Telegraphic transfers**

  Where available for your account type, you will now be able to perform domestic and overseas Telegraphic transfers in Australian and foreign currencies via Bendigo Bank e-banking.

  Telegraphic transfers are an additional service that you must be registered for via Bendigo Bank e-banking to use.

Telegraphic tansfers made after 3:00pm (AEST/AEDT) or on a weekend, public holiday or bank holiday will be processed by us on the next business banking day.

Future statements of account

After the transition date, we will continue to give you statements of account electronically or by post.

If you have Bendigo Bank e-banking you will be able to access electronic statements (e-statements) in PDF format via the Bendigo Bank e-banking platform, even if you are receiving statements by post. e-statements are a convenient and environmentally friendly alternative to paper statements. If you are currently receiving paper statements and would like to only receive e-statements, you can do so by updating your statement preference in Bendigo Bank e-banking after the transition date.

If you would like to only receive e-statements you will need to provide an email address. This email address will be used to notify you when you have a new e-statement available for viewing in Bendigo Bank e-banking and you can then access and download your e-statements through Bendigo Bank e-banking.

Bendigo Bank phone banking

The Bendigo Bank phone banking service gives you a range of options including transferring funds, accessing account balances, and paying bills.

If Bendigo Bank phone banking is available for your accounts, you will be able to register for Bendigo Bank phone banking by contacting us on or after the transition date. We will not automatically issue you with a new Access Number or PIN to access Bendigo Bank phone banking on the transition date.

Once registered, you can access Bendigo Bank phone banking by calling 1300 236 344 and entering your Access Number and PIN.

When you call Bendigo Bank phone banking for the first time, you will be asked to select your own five-digit PIN. Your Bendigo Bank phone banking PIN should be kept secret to ensure you are the only person who can access your accounts.

Cards

If you currently have a Visa Debit card for your RACQ Bank account it will be cancelled on the transition date and we will issue you (and any applicable additional cardholders) with a replacement Debit Mastercard® which provides easy and secure access, wherever Mastercard® is accepted.

Your replacement Debit Mastercard® will be sent to you by post prior to the transition date but you will only be able to use the replacement card from the transition date.

You will need to activate your replacement card and select a PIN before you use it. Clear instructions about how you can activate your replacement card and set your PIN will be sent with your replacement card and this can be done through Bendigo Bank e-banking or by contacting us.

Verified by Visa will no longer be available from the transition date and will be replaced with Mastercard Identity Check™.

If you have authorised merchants to charge your existing Visa Debit card automatically (for example, insurance expenses or gym membership) you will need to contact them and provide them with your replacement Debit Mastercard® details on or after the transition date to ensure any charges are processed.

From the transition date, you must use your replacement Debit Mastercard® and cease using your existing Visa Debit cards. There will be no redirections in place so any charges attempted to be charged to your Visa Debit card after the transition date may be declined or fail.

Purchases and refunds completed using your existing Visa Debit card usually take a few days to be processed to your account.

Transactions performed around the time of the transition may take extra time to appear on your account.

Debit cards

Currently, RACQ Bank permits one Visa Debit card to be linked to multiple accounts or several cards linked to a single account.

After the transition date, each Bendigo Bank Debit Mastercard® may only be linked to one account.

If you have more than one account linked to your Visa Debit card we will issue you with multiple replacement Debit cards to replace your existing RACQ Bank Debit card (one for each account).

If you have multiple cards linked to the one account, we will issue you with one replacement Debit card.

If this applies to you, you can ascertain which Debit card is linked to which account in Bendigo Bank e-banking. If you wish, we can also add a notation to your card. Please contact us if you would like to discuss this or arrange for this to occur.

Cash withdrawal limits

From the transition date, the maximum amount you may withdraw in cash at an ATM or EFTPOS terminal in a day is $1,000 per Debit Card, unless we agree otherwise with you.

You can request a different limit by contacting us.

Digital wallets

From the transition date, the digital wallets supported by Bendigo Bank include:

- **Apple Pay**

  Upload your card to your Apple device via the Wallet or Bendigo Bank app. No more worries about leaving your wallet in the car, no more waiting for a plastic card to arrive. Just easy, secure payments using Apple Pay.
- **Google Pay**

  Upload your card to your Google device via the Google Pay app or Bendigo Bank app. Google Pay is the fast, simple way to pay with your Bendigo Bank card in stores and online.
- **Samsung Pay**

  Upload your card to your Samsung device via the Samsung Pay app. Access your favourite cards on your Samsung phone to make payments on the go, just by tapping your device.
- **Garmin Pay**

  Garmin Pay™ lets you make purchases quickly and effortlessly with nothing needed but your watch.

  To use a digital wallet, you will need to add your replacement Bendigo Bank Mastercard to the digital wallet on or after the transition date. Digital wallet facilities are provided on the terms and conditions of the Bendigo Payment Facilities Terms and Conditions (31 March 2026) set out in Part C, and on the applicable terms and conditions of the relevant digital wallet provider.

Other payments to and from your account

Direct debits from and direct credits to your accounts

We will take reasonable steps (to the extent possible) to arrange for direct debits and direct credits which have been setup for your existing RACQ Bank account details to be redirected to your corresponding Bendigo Bank account details for three months after the transition date. Where we have performed this redirection, any payment authorised prior to the transition date will be redirected to your new Bendigo Bank account number during this period.

In some cases the other party to the direct debit or direct credit arrangement may require your authorisation to update the direct debit or direct credit arrangement.

Examples of direct debits that may be set-up to debit funds from your account include regular payments you are required to pay to insurance companies, energy providers and subscription services.

Examples of direct credits that may be set-up to credit funds into your account include your salary from your employer and other regular payments you receive such as Centrelink benefits.

IMPORTANT NOTE: On and after the transition date you should review all direct debits and direct credits set-up with your RACQ Bank account details to ensure they are updated to your new Bendigo Bank account details. You may need to contact relevant third parties to update your account details with them. You need to do this within three months after the transition date, before the end of our arrangements discussed above.

From the transition date, your new Bendigo Bank BSB and account number must be used to establish any new direct debits or direct credits. You must not use your RACQ Bank account numbers to receive payments to your accounts.

Automatic payments

From the transition date you will be able to set up automatic payments from some Bendigo Bank accounts.

Automatic payments supported by Bendigo Bank include:

- **Periodical payments**

  Payments from your account to another account with us or with another financial institution or to a third party. Please contact us if you would like to discuss this or arrange for this to occur.
- **Direct Debits**

  See 'Direct debits from and direct credits to your accounts' above.

  For Automatic Payments, if a payment date falls on a day other than a business day, funds must be available by 10.00am (AEST/AEDT) on the previous business day.

Additional information

PayID

A PayID is a simpler way to send and receive payments using easy-to-remember details like your mobile number or email address instead of a BSB and account number.

While any existing RACQ Bank PayIDs will be cancelled on the transition date, you will be able to create new PayIDs for your eligible Bendigo Bank accounts through Bendigo Bank e-banking.

The Consumer Data Right and Open Banking

Open Banking is part of the broader Consumer Data Right (CDR), introduced by the Australian Government to give you more access to your data and make it easier to:

- compare products and services; and
- access new and improved services.

Open Banking will enable you to share your data with accredited providers via a simple, easy to use and secure automated process. You can see the list of providers accredited by the ACCC and access more information about the CDR by visiting the CDR website at www.cdr.gov.au.

You can access a copy of our Bendigo Bank Consumer Data Right Policy online at www.bendigobank.com.au/open-banking.

From the transition date, you will be able to share your data through the CDR as described in our Bendigo Bank Consumer Data Right Policy.

Any current CDR arrangements you have with your RACQ Bank accounts will not carry over to your new Bendigo Bank accounts. If you wish to participate in the CDR with your new Bendigo Bank accounts, you will need to establish new arrangements.

Comprehensive Credit Reporting

We participate in comprehensive credit reporting in relation to Bendigo Bank consumer credit facilities.

We will commence participating in comprehensive credit reporting in relation to your facility from the transition date. In addition to the information we currently disclose, we will also be regularly disclosing:

- information about your current consumer credit facilities with us including the type of credit, the credit limit and the open and close dates of the related account(s);
- information about whether your repayments have been paid on time (allowing a 14-day grace period); and
- information about whether your repayment obligations have been affected by an agreed financial hardship arrangement.

Please note, if your credit facility has expired, this may be reported as overdue in the repayment history information displayed on your credit report.

If you have overdue repayments, the repayment history information we disclose to credit reporting bodies will be reported as overdue and may adversely impact your credit score.

The Bendigo Bank website includes a Credit Reporting Statement of Notifiable Matters which sets out important information about credit reporting including the name and contact details of the credit reporting bodies we are likely to disclose your credit information to, how you can obtain a copy of our Credit Reporting Policy or the credit reporting bodies' Credit Reporting Policies, and information about certain rights you have.

Go to www.bendigobank.com.au/privacy-policy/ to view our Credit Reporting Statement of Notifiable Matters and Credit Reporting Policy.

You can also request a copy of the information in our Credit Reporting Statement of Notifiable Matters in an alternative form (such as a printed hard copy) by contacting us.

Find out more information about credit reporting online at www.creditsmart.org.au.

Part B
Changes to home loans

This part describes the changes that apply to your existing home loan if it is transitioning to a Bendigo Easy Home Loan or a Bendigo Flex Home Loan.

References to a 'home loan' include an investment loan.

Changes to terms and conditions

As part of transitioning your existing home loan to a Bendigo Bank home loan, the terms and conditions of your credit contract will change.

From the transition date, the terms and conditions of your home loan are varied so that the terms and conditions set out in the Bendigo Home Loan Terms and Conditions (10 June 2026) together with the relevant details set out in this booklet and any other notices we give you will apply to your home loan. A copy of those terms and conditions is included in Part C of this booklet. Those terms and conditions refer to a "Home Loan Schedule" and incorporate information set out in the "Home Loan Schedule". No "Home Loan Schedule" will be prepared for your home loan. Instead, any reference in those terms and conditions to a "Home Loan Schedule" or information contained in a "Home Loan Schedule" is to be read as a reference this booklet and any other relevant notices we give you and the information contained in those documents.

In addition, the terms and conditions set out in the Bendigo Payment Facilities Terms and Conditions (31 March 2026) will apply to any payment facilities we make available to you in relation to your Loan Account as described in the Bendigo Home Loan Terms and Conditions (10 June 2026). The Bendigo Payment Facilities Terms and Conditions (31 March 2026) have been published on our website at www.bendigobank.com.au/disclosure-documents/ and are available on request. By using a Payment Facility we make available to you (for example, by logging into Bendigo Bank e-banking) you confirm your agreement to these terms and conditions.

Please read both of these terms and conditions documents carefully and get in contact with us if you have any questions. As discussed below, we can change these terms and conditions, and so any reference in this booklet to the Bendigo Home Loan Terms and Conditions (10 June 2026) or the Bendigo Payment Facilities Terms and Conditions (31 March 2026) set out in Part C is a reference to those terms and conditions as varied or replaced from time to time.

Where there is an inconsistency between these terms and conditions documents, and this booklet or a related notice we give you, then the related notices that we give you prevail over the other documents, and this booklet prevails over the terms and conditions documents.

For the purposes of the definition of "You, your" in the Bendigo Home Loan Terms and Conditions (10 June 2026), "You" and "your" are taken to be references to each person named as an addressee in the letter attaching this booklet and sent by Members Banking Group Limited ABN 83 087 651 054 trading as RACQ Bank.

For the purposes of the definition of "Amount of Credit" in the Bendigo Home Loan Terms and Conditions (10 June 2026), as at the transition date, this is the amount of the credit limit that applied to your home loan immediately before the transition date.

Changes to credit fees and charges

On the transition date, the fees and charges that are payable by you in relation to your home loan will change. For the purposes of clause 11.1 of the Bendigo Home Loan Terms and Conditions (10 June 2026), the credit fees and charges described in the Home Loan Schedule will be as follows.

Monthly service fee

If your home loan is transitioning to a Bendigo Easy Home Loan, no Monthly Service Fee will be payable by you in relation to your home loan after the transition date.

If your home loan is transitioning to a Bendigo Flex Home Loan:

- If you are not currently required to pay a monthly administration fee or other monthly fee for your home loan, from the transition date you will not be required to pay a Monthly Service Fee unless you subsequently request that we make changes to your home loan.

Break costs and prepayment fees

If the Annual Percentage Rate for your home loan is a fixed rate on the transition date, there will be no changes to when break costs or prepayment fees are payable by you in relation to any break event or prepayment that occurs during the fixed rate period that is current at the time of transition.

The amount you can prepay during the fixed rate period without incurring a break cost will change however, from $10,000.00 to $20,000.00 on the transition date.

If a Fixed Rate Period commences for your home loan after the transition date, for the purposes of clause 8.2 of the Bendigo Home Loan Terms and Conditions (10 June 2026), the Break Cost Fee stated in your Home Loan Schedule is taken to be as follows:

- A Break Cost Fee will be payable by you in the following situations (capitalised terms have the meaning provided in the Bendigo Home Loan Terms and Conditions (10 June 2026) which are included in Part C of this booklet).

Break cost fee

Payable each time any of the following Break Events occur during a Fixed Rate Period:

- at your request, we agree to change the Annual Percentage Rate under your Contract;
- you repay your Loan Account balance in full; or
- you make an Additional Repayment (by repaying more than your required repayments under your Contract)
- where the total of all Additional Repayments you have made since the start of the Fixed Rate Period or, if later, the anniversary of that date, exceeds $20,000.00.

WARNING: Break Cost Fees may be significant. If you are considering requesting a change to the Annual Percentage Rate under your Contract or partially or fully repaying your loan early during a Fixed Rate Period please contact us on 1300 236 344 for assistance and to obtain an estimate of the Break Cost Fee before doing so.

The amount of a Break Cost Fee is calculated using the following formula:

Break Cost Fee/Prepayment Fee =

$$\frac{A}{(1+j)^{\frac{d}{365}}} \quad x \quad \left[\frac{(i-j)\,d}{365} \quad + \quad B-C\right]$$

Where:
wholesale swap rate = the applicable wholesale swap rate utilised by us at the relevant time, being an annual rate which is updated by us at least once on each Australian Securities Exchange trading day (as determined by the ASX Listing Rules) to reflect the wholesale market swap rate available to us.
A = The following amount on the date of the Break Event:

if the Break Event relates to a change to the Annual Percentage Rate under your Contract or you repaying your Loan Account balance in full, the Loan Account balance (not including any accrued interest that has not yet been debited to the Loan Account); or

if the Break Event relates to you making an Additional Repayment, the amount of the Additional Repayment (excluding the first $20,000.00 of Additional Repayments made after the start of the current Fixed Rate Period or any anniversary of that date)

i = the wholesale swap rate for the full Fixed Rate Period at the start of the Fixed Rate Period
j = the wholesale swap rate for the remainder of the Fixed Rate Period (from the date of the Break Event) at the time at which the Break Cost Fee is calculated by us, which must be a time on a date not more than 5 business days prior to the date of the Break Event
m = the number of months from the date interest was last debited to the Loan Account to the end of the Fixed Rate Period
n = the number of months from the date interest was last debited to the Loan Account to the end of the term of your Home Loan
d = the number of days to the next date interest is to be debited to the Loan Account
and
g = 1-vn1-wm-1hxm-1-1x-1B =x-vnx
h = 1-wn1-wm-1hC =x-(m-1) wn
where: g = i/12h = j/12v = 1/(1+g)w = 1/(1+h)x = w/v

$$B = \frac{g}{1-v^{n}} \quad x \quad \left[\frac{1-w^{m-1}}{h} \quad - \quad v^{n}\,x \left[\frac{x^{m-1}-1}{x-1}\right]\right]$$

$$C = \frac{h}{1-w^{n}} \quad x \quad \left[\frac{1-w^{m-1}}{h} \quad - \quad (m-1)\;w^{n}\right]$$

$$\begin{aligned} g &= i/12 \\ h &= j/12 \\ v &= 1/(1+g) \\ w &= 1/(1+h) \\ x &= w/v \end{aligned}$$

Break Cost Fee =

$$\frac{A}{(1+j)^{\frac{d}{365}}} \quad x \quad \left[\frac{(i-j)\,d}{365} \quad + \quad B-C\right]$$

Other fees and charges

From the transition date, the following fees and charges will be payable by you in relation to your home loan and will replace the current fees and charges that apply (in addition to any Break Cost Fee that are payable as described above):

Fee	Amount
Bank Cheque Fee Payable each time we draw a bank cheque in connection with your Home Loan: when we draw a bank cheque as part of advancing any Amount of Credit, this fee will be paid by being deducted from the Amount of Credit (unless we agree otherwise with you); and otherwise, this fee will be debited to your Loan Account when we issue the bank cheque and is payable after that as part of your Loan Account balance.	$10.00
Online Redraw Fee Payable each time we agree to a redraw request you make through Bendigo Bank e-banking.	$0.00
Manual Redraw Fee Payable each time we agree to a redraw request you make otherwise than through Bendigo Bank e-banking.	$0.00
Duplicate Fee Payable each time we provide you with a copy of any document we have already provided to you at your request including any statement of account.	$16.50
Default Fee Payable each time you are in default. If you are in default because you did not make a repayment when due, the fee will only become payable if the overdue amount is $100.00 or more. Once payable, the fee continues to be payable every 30 days until you remedy your default.	$35.00
Subsequent Valuation Fee Payable each time we obtain a valuation for any Mortgaged Property when you are in default or when we are considering a request from you for a change, consent or discharge of or relating to your Contract and/or a Mortgaged Property.	The amount is the fee we reasonably pay to the valuer to obtain the valuation.
Variation Fee Payable each time we: · agree to the following types of changes, at your request, after you have entered into your Contract: increase the Amount of Credit under your Contract to provide for a further advance; · change your repayments to increase or decrease the period over which your Home Loan will be repaid (the term of your Home Loan); · change the Mortgaged Property that secures your Home Loan; · change the amount of your required repayments from Principal and Interest Repayments to Interest Only Repayments, or extend any period during which you are only required to make Interest Only Repayments; or · split your Home Loan into more than one Home Loan across more than one Loan Account. consent to a mortgage or other security interest in any Mortgaged Property in favour of another person, agree to enter into a deed or agreement of priority in relation to any Mortgaged Property, or consent to any other dealing with any Mortgaged Property for which you require our consent (including any subdivision or consolidation).	$250.00

Fee	Amount
Consent or Production Fee Payable if we are required to pay the holder of a security interest in any Mortgaged Property to obtain their consent or for them to produce any title or other document(s) necessary for us to register our mortgage(s) or security interest(s) over the Mortgaged Property.	The amount is the amount we are required to pay.
Solicitor Fees and Disbursements Payable if we engage a solicitor or agent to act for us in connection with a change, consent or discharge of or relating to your Contract and/or a Mortgaged Property.	The amount is the reasonable solicitor or agent fees and disbursements we pay.
Discharge Administration Fee Payable: each time we provide a partial or full, discharge or release of mortgage or security interest in respect of any Mortgaged Property; and when you repay your Loan Account balance in full.	$350.00
Discharge of Mortgage Registration Fee Payable if we provide or lodge a discharge or release of mortgage in respect of any Mortgaged Property for registration with the relevant land registry.	The amount is the registration fee payable by us to the relevant land registry to register the discharge or release of mortgage.

Where are fees and charges debited

From the transition date, fees and charges payable by you will be debited to your Loan Account as and when they become payable.

Changes to interest

There will be no change to the rate of interest that applies in relation to your home loan on the transition date as part of the transition of your home loan. However, the way in which the Annual Percentage Rate for your loan is determined when it is a variable rate will change so it is important that you understand how your Annual Percentage Rate is determined to understand future changes to your Annual Percentage Rate.

If your interest rate is fixed on the transition date

If the Annual Percentage Rate for your home loan is fixed on the transition date:

- for the remainder of the Fixed Rate Period, your Annual Percentage Rate will not change; and
- after the end of the Fixed Rate Period, your Annual Percentage Rate will be set by reference to the applicable reference rate set out in the Reference Rate Table below and, in some cases, applying a margin.

We will contact you before your Fixed Rate Period ends to advise you of the variable Annual Percentage Rate (including any applicable margin) that will apply at the end of your Fixed Rate Period (unless we agree otherwise with you at that time).

If your interest rate is variable on the transition date

If the Annual Percentage Rate for your home loan is a variable rate on the transition date, from the transition date your Annual Percentage Rate will be determined by using the applicable reference rate set out in the Reference Rate Table below and a margin.

The margin that is to be applied to the reference rate to determine the Annual Percentage Rate for your home loan is the margin necessary to ensure that the actual Annual Percentage Rate for your home loan does not change on the transition date (taking into account the relevant reference rate on that date).

We will write to you before the transition date to confirm the reference rate and margin that applies to your home loan to determine the Annual Percentage Rate from the transition date. For the purposes of clause 6.2 and the definition of Annual Percentage Rate in the Bendigo Home Loan Terms and Conditions (10 June 2026), this reference rate and margin shall be the Annual Percentage Rate.

What reference rate applies to your loan and where are reference rates published

Reference Rate Table

If...	Your reference rate will be the...
Our records indicate that the mortgaged property for your loan is your principal place of residence and you are required to make principal & interest repayments (or repayments of a specified amount)	Residential Variable Rate
Our records indicate that the mortgaged property for your loan is not your principal place of residence, and you are required to make principal & interest repayments (or repayments of a specified amount)	Bendigo Investment Rate
Our records indicate that the mortgaged property for your loan is your principal place of residence and you are only required to make interest only repayments	Residential Variable Interest Only Rate
Our records indicate that the mortgaged property for your loan is not your principal place of residence and you are only required to make interest only repayments	Bendigo Investment Interest only Rate

Each of the above reference rates are published on the Bendigo Bank website and are available on request by contacting us on 1300 236 344.

For more information about how your interest rate is calculated and how we will notify you of future changes to your interest rate after the transition date (which may include by publishing the reference rates in a newspaper), please see the following clauses in the Bendigo Home Loan Terms and Conditions (10 June 2026) which are included in Part C of this booklet:

- Clause 6.2 (Your interest rate and how interest is calculated);
- Clause 13.2 (How we will communicate with you);
- Clause 14.1 (We may change the terms of your Contract without your consent); and
- Clause 14.2 (When we will notify you of changes to your Contract).

Changes to when interest is debited

There will be no changes to how often your interest is debited. From the transition date, interest will continue to be debited to your Loan Account monthly on or about the same day of the month. As is currently the case, this date may differ from your regular repayment due date.

Changes to your agreed term and repayments

There will be no change to the term of your home loan as part of the transition of your home loan. For the purposes of the Bendigo Home Loan Terms and Conditions (10 June 2026), the agreed term of your Home Loan will end on the same day as your current loan term.

IMPORTANT NOTE on repayment pause: If you have a repayment pause in effect immediately prior to the transition date, this repayment pause will cease on the transition date.

If this applies to you, we will write to you before the transition date to confirm the repayment dates and amounts that will apply to you from the transition date.

If you are only required to make interest only repayments immediately prior to the transition date

If you are only required to make interest only repayments immediately prior to the transition date, you will continue to be required to make Interest Only Repayments after the transition date and your monthly repayment due date will not change. There will be no change to when your interest only period ends.

From the transition date, the amount of each Interest Only Repayment will continue to be the amount of interest and credit fees and charges that are debited to your Loan Account in the month prior to the date the repayment is due. Upon expiry of your Interest Only period, your loan will change from Interest Only Repayments to Principal and Interest Repayments for the remainder of the loan term. The Annual Percentage Rate for your home loan will automatically change to a principal and interest variable rate, we'll notify you of the Annual Percentage Rate details closer to the date of this change.

If you are required to make principal and interest repayments immediately prior to the transition date

On the transition date there will be no changes to the amount or due dates of the monthly repayments you are required to make for your home loan. For the purposes of clause 8.1 of the Bendigo Home Loan Terms and Conditions (10 June 2026), the repayment amount and due date of payments that you currently make under your home loan will be taken to be the repayments described.

If you have setup an automatic payment (direct debit or periodical payment) for your repayments before the transition date:

- if it is a monthly automatic payment for your required repayments, it will continue after the transition date and the amount of the automatic payment will continue to be automatically updated in the future to reflect any changes to your required monthly repayments; and
- if it is any other type of automatic payment (including any weekly or fortnightly automatic payment), it will continue after the transition date but the amount and frequency will be fixed based on the amount and frequency applicable immediately prior to the transition date and it will not be updated to reflect any future changes to your required monthly repayments.

It is your responsibility to ensure that you have made sufficient payments to your Loan Account each month to satisfy your monthly required repayment by each due date. You can make any required changes to any automatic payment arrangement by contacting us.

Future changes to your repayments

After the transition date, we may review your repayment amount from time to time to ensure you repay your loan over the remaining agreed loan term taking into account all relevant factors. We will notify you of any future changes in writing. Please see the following clauses in the Bendigo Home Loan Terms and Conditions (10 June 2026) which are included in Part C of this booklet:

- Clause 8.1 (Required repayments);
- Clause 13.2 (How we will communicate with you); and
- Clause 14.1 (We may change the terms of your Contract without your consent).
- Clause 14.2 (When we will notify you of changes to your Contract).

Changes to how you make repayments

From the transition date you will be able to make repayments to your Loan Account by:

- making an Internal Transfer to your Loan Account using Bendigo Bank e-banking or Bendigo Bank phone banking;
- electronic transfer to your Loan Account (the new BSB and account number for your Loan Account will be advised to you before the transition date and will also be available in Bendigo Bank e-banking from the transition date); or
- by Automatic Payment from another Bendigo Bank account (a Periodical Payment) or an account with another financial institutions (a Direct Debit arrangement) – please contact us if you would like to setup or change Automatic Payments

Changes to how you can access your account

Part A of this booklet and the letter and other notices we give you provide general information about the changes to how you will be able to access your Loan Account after the transition date.

Any existing RACQ Bank payment access methods you have (such as Internet banking) will be cancelled on the transition date and replacement Bendigo Bank Payment Facilities issued to you as set out in Part A.

Please see clause 3 of the Bendigo Home Loan Terms and Conditions (10 June 2026) which are included in Part C of this booklet for details of the Payment Facilities that will be available for your Loan Account from the transition Date.

Changes to redraw facilities

From the transition date, your home loan will have a redraw facility and clause 9 of the Bendigo Home Loan Terms and Conditions (10 June 2026), which are included in Part C of this booklet, and the following information will apply.

The minimum redraw amount will be $1 per redraw.

The maximum redraw amount you may redraw at any time will be the total amount of Additional Repayments (as defined in the abovementioned terms and conditions) you have made less the amount of your next required repayment, unless we tell you otherwise.

You can make a redraw request in any Bendigo Bank branch or through Bendigo Bank e-banking.

If your Loan Account is in more than one name (multiple borrowers):

- any operating instructions or authorisations you have provided us for your existing loan account and redraw facility (where applicable) will continue to apply to your Loan Account and redraw facility after the transition date; and
- each of you must authorise a redraw unless all of you have provided us with operating instructions for the Loan Account (or your existing loan account) that provide otherwise.

If you currently have redraw access on your loan, this will continue after the transition date. If you do not currently have redraw access, you can request this by contacting us after the transition date

Changes to offset facilities

When an offset facility is available

If you currently hold an offset facility with RACQ Bank, then if:

- your home loan is transitioning to a Bendigo Flex Home Loan; and
- the eligibility conditions below are satisfied,

your current RACQ Bank Offset Account will be changed to a Bendigo Everyday Account, and this Bendigo Everyday Account will be automatically linked to your Bendigo Flex Home Loan for the purposes of offset from the transition date.

If you do not have existing offset arrangements but you satisfy the eligibility conditions below, or if you would like to offset additional accounts, you may choose to link a Bendigo Everyday Account to your Bendigo Flex Home Loan for the purposes of offset.

If you would like to link an Offset Account to your Loan Account, please contact us from the transition date.

Eligibility conditions for Bendigo accounts to be used as Offset Accounts

Only Bendigo Everyday Accounts are eligible to be used as Offset Accounts for Bendigo Flex Home Loans.

A Bendigo Everyday Account may only be linked to your Loan Account as an Offset Account if all borrowers are natural persons.

A Bendigo Everyday Account may only be linked to your Loan Account as an Offset Account if all account holders for the Bendigo Everyday Account are borrowers for your home loan and we have allocated the same customer number to both the Bendigo Everyday Account and Loan Account.

Bendigo Easy Home Loan / eligibility conditions not met

If your loan is transitioning to a Bendigo Easy Home Loan or the eligibility conditions above are not satisfied, you may not link an Offset Account to your Bendigo Loan Account from the transition date. For example, if any borrower is not a natural person (e.g. a company or an incorporated association), you may not link an Offset Account.

In this case, any existing offset arrangements you have with RACQ Bank will cease on the transition date.

How many Offset Accounts can be linked to a Loan Account

From the transition date, up to 6 Offset Accounts may be linked to an eligible Bendigo Loan Account. If you would like to open another Offset Account, please contact us from the transition date.

How an Offset Account affects interest calculation on the linked Loan Account

Section 7 (Offset Facility) of the Bendigo Home Loan Terms and Conditions (10 June 2026), which are included in Part C of this booklet, describes how Offset Accounts affect interest calculations for your Loan Account. Unless we notify you otherwise, the Offset Percentage for your Offset Accounts is 100%.

If you are not eligible to link Offset Accounts to your Bendigo Bank Loan Account or your existing offset accounts are not eligible to be used as Offset Accounts with your Bendigo Bank Loan Account, your existing RACQ Bank offset accounts will be de-linked on the transition date and you will no longer receive offset account benefits.

Here is some important information you should know about your Bendigo Everyday Account:

Terms and Conditions: As your Bendigo Everyday Account is a separate facility, different terms and conditions will apply to the account. If you have a bank account with RACQ Bank that is being converted to a Bendigo Everyday Account on the transition date, then the terms and conditions of that bank account will also be changing. We will send you a separate Deposit Account Changes Booklet that sets out the changes to your account terms and conditions, and you should review that booklet.

If you continue to use your Offset Account from the transition date, you will be taken to have agreed to these terms and conditions. If you don't agree, you should not use your Offset Account and should contact us to request that it be closed as soon as possible after the transition date.

In the context of using the Bendigo Everyday Account as an offset account for your home loan, please note that:

- No interest is payable by us to you on any credit balance in a Bendigo Everyday Account;
- You must ensure that your account does not become overdrawn. If it does, you will be required to pay us interest on the debit balance of your account at our applicable Standard Overdraft Rate and the Overlimit Rate – see the Deposit Account Changes Booklet for more information.
- Any existing payment access methods you have (such as cards and Internet banking) attaching to your RACQ Bank account will be cancelled on the transition date and replacement payment facilities issued to you – see the Deposit Account Changes Booklet for more information.
- Your Bendigo Everyday Account will have different fees and charges, and interest rates – see the Deposit Account Changes Booklet for more information

Account names: The new Bendigo Everyday Account will be opened with all borrowers as accountholders.

Operating instructions: If there is more than one borrower, any operating instructions you have given us in relation to your existing offset balance (sub-account) that apply immediately prior to the transition date will apply to your new Bendigo Everyday Account from the transition date (please contact us if you want to change your operating instructions).

Debit card: If we have issued you with a debit card to access your existing offset balance, we will issue you with a replacement Bendigo Bank debit card to access your new Bendigo Everyday Account (see Part A of this booklet for more information).

Tax residency: RACQ Bank's existing records relating to your tax residency for the existing accounts you hold with us will be applied to your new Bendigo Everyday Account unless you tell us otherwise. You must tell us about any changes to your tax residency. If you log in to Bendigo Bank e-banking (including by using the Bendigo Bank app) on or after the transition date or otherwise use or agree to your new Bendigo Everyday Account, by doing so you certify to us that:

- you are not a United States of America citizen or resident for tax purposes, or a tax resident of any country other than Australia, unless you have told us otherwise; and
- there have been no changes to the tax residency information or certifications that you have previously provided to RACQ Bank.

When an offset facility is unwanted or not available

After the transition date, if you do not want your new Bendigo Everyday Account you can ask us to close it.

If you are not eligible to link an Offset Account to your Loan Account from the transition date (see 'When an offset facility is available' above), we will not open a new Bendigo Everyday Account for you and we will separately advise you what will happen in relation to your existing RACQ Bank offset balance (sub-account).

Where can I get more information about Offset Accounts

See section 7 (Offset Facility) of the Bendigo Home Loan Terms and Conditions (10 June 2026), which are included in Part C of this booklet, and the Deposit Account Changes Booklet that we will separately send you for more information.

You can also get more information by contacting us.

Changes to your statements

From the transition date, we will issue you with a statement of account at least every 6 months, unless we agree to provide you with statements more frequently (please contact us if you would like to request more frequent statements). In some circumstances we may not give you a statement of account (see the terms and conditions that will apply from the transition date for the circumstances in which a statement may not be given).

See 'Future statements of account' in Part A of this booklet for details about how we will give you statements of account from the transition date.

Future changes to terms and conditions

The terms and conditions that will apply to your home loan from the transition date (see 'Changes to terms and conditions', above) allow us to make changes to your home loan and the terms and conditions that apply to your home loan from time to time after the transition date.

Please see the following sections and clauses in the Bendigo Home Loan Terms and Conditions (10 June 2026), which are included in Part C of this booklet for more details:

- Clause 6.2 (Your interest rate and how interest is calculated) – which relates to our ability to change your Annual Percentage Rate (including any applicable reference rate or margin) and how interest is calculated and debited, and how we will notify you of such changes;
- Clause 8.1 (Required repayments) – which relates to our ability to change your required repayments including the amount you must pay and when you must pay it, and how we will notify you of such changes;
- Clause 9 (Redraw Facility) – which describes changes we may make relating to your redraw facility;
- Clause 11.1 (Credit fees and charges) – which describes changes we may make to the fees and charges you are required to pay, and how we will notify you of such changes; and
- Clause 14 (Changes to your Contract) – which describes the circumstances in and purposes for which we may make other changes and when we will notify you about changes we make.

Please also see clause 13.2 (How we will communicate with you) which describes how we may send you notices we are required to give you in writing, including notices of changes we give you in writing.

Changes to how we will communicate with you

From the transition date, we may give you written statements of account, notices, other documents or notifications relating to your home loan as set out in clause 13.2 (How we will communicate with you) of the Bendigo Home Loan Terms and Conditions (10 June 2026) which are included in Part C of this booklet

Changes to defaults

The situations in which you are in default under your home loan contract have changed. You should read clause 16 of the Bendigo Home Loan Terms and Conditions (10 June 2026). In particular, you may now be in default because of actions by or the circumstances of a guarantor of the home loan.

Privacy

There will be changes to the way in which we collect, use and disclose your personal information and credit related personal information about a third party. We will write to you separately to notify you of these changes.

Changes to our security and guarantees

No changes are being made to any mortgage or other security that currently secures your home loan and all mortgages, security and guarantees and indemnities that exist and secure your loan immediately prior to the transition date will continue to apply and secure your loan after the transition date.

All mortgages and other security interests that apply to your loan as at the transition date are mortgages and security interests for the purposes of the Bendigo Home Loan Terms and Conditions (10 June 2026).

All guarantees that apply to your loan as at the transition date are guarantees, and the persons giving those guarantees are guarantors, for the purposes of the Bendigo Home Loan Terms and Conditions (10 June 2026).

Changes to construction loans

If your home loan is a construction loan, from the transition date it will be referred to as a Building Loan and section 12 of the Bendigo Home Loan Terms and Conditions (10 June 2026) which are included in Part C of this booklet, and all other references in those terms and conditions to Building Loans, will apply.

There will be no change to the amount of time you have to complete the building works you are undertaking in connection with your home loan as a result of the transition. You must continue to complete the works within the original construction period or timeframe that we have agreed with you under the existing terms and conditions that apply to your home loan. For the purposes of the definition of Building Period in the Bendigo Home Loan Terms and Conditions (10 June 2026), the original construction period or timeframe agreed with you under the existing terms and conditions that apply to your home loan will be taken to be the Building Period.

To the extent that the abovementioned terms and conditions impose any additional requirements or conditions that must be satisfied before we are required to advance any progress payment that do not currently apply under the existing terms and conditions that apply to your home loan, the additional requirement or condition will not apply to you after the transition date and we will continue to advance progress payments in accordance with the applicable existing terms and conditions that apply to your home loan.

Company borrowers

If you are a company, any representations, undertakings or warranties that you have given to us, or are required to give us, in relation to you, your ownership or your management or control under the existing terms and conditions that apply to your home loan continue after the transition date in addition to any included in the Bendigo Home Loan Terms and Conditions (10 June 2026) which are included in Part C of this booklet. To the extent of any inconsistency, the terms and conditions in the Bendigo Home Loan Terms and Conditions (10 June 2026) which are included in Part C of this booklet prevail.

Trusts

Any representations, undertakings or warranties that you have given to us, or are required to give to us, in relation to any trust under the existing terms and conditions that apply to your home loan continue after the transition date in addition to any included in the Bendigo Home Loan Terms and Conditions (10 June 2026) which are included in Part C of this booklet. To the extent of any inconsistency, the terms and conditions in the Bendigo Home Loan Terms and Conditions (10 June 2026) which are included in Part C of this booklet prevail.

Partnerships

If you have entered into your loan contract as a partner in a partnership, any obligations or requirements imposed on you in respect of the partnership under the existing terms and conditions that apply to your home loan continue after the transition date in addition to any included in Bendigo Home Loan Terms and Conditions (10 June 2026) which are included in Part C of this booklet. To the extent of any inconsistency, the terms and conditions in the Bendigo Home Loan Terms and Conditions (10 June 2026) which are included in Part C of this booklet.

Part C

Bendigo Home Loan

Terms and Conditions

10 June 2026

Including ‘Things you should know about your proposed credit contract’ Information Statement and Credit Guide

Contents

Home Loan Terms and Conditions

Some words in this document have a specific meaning – see the 'Interpreting your Contract' section at the end of these Terms and Conditions.

1. Your Contract and other applicable terms and conditions

Your Contract for your Home Loan is made up of your Home Loan Schedule and these Terms and Conditions. Please read both documents.

If there is any inconsistency between your Home Loan Schedule and these Terms and Conditions, your Home Loan Schedule prevails to the extent of the inconsistency.

The following terms and conditions may also apply:

- if you use a Payment Facility to access your Loan Account, our Bendigo Payment Facilities Terms and Conditions will apply in relation to that use; and
- any other terms and conditions referred to in your Home Loan Schedule.

Copies of each of the terms and conditions documents described above are available on request and can be accessed at www.bendigobank.com.au/disclosure-documents

Important! We may make changes to the details in your Home Loan Schedule and these Terms and Conditions from time to time without your consent. See the 'Changes to your Contract' section in these Terms and Conditions for more information.

2. Banking Code of Practice

The relevant provisions of the Banking Code of Practice apply to your Home Loan. The Banking Code of Practice is available on the Bendigo Bank website.

3. Payment Facilities

The following Payment Facilities are available to access your Loan Account:

- Bendigo Bank e-banking;
- Bendigo Bank phone banking;
- Internal Transfers (if you have a Redraw Facility – see the 'Redraw Facility' section in these Terms and Conditions); and
- PayID.

4. Before we advance your Home Loan

Before we are required to advance any of the Amount of Credit:

- you (and if there is more than one of you, all of you) must sign and return your Home Loan Schedule to us;
- if your Home Loan Schedule says that we require a guarantee and indemnity from a person who is to be a guarantor for your Home Loan, each guarantor must sign and return to us the guarantee and indemnity and related documents we give to them;
- if we advise you in writing or your Home Loan Schedule says that you or a guarantor must receive independent professional legal or financial advice, we must receive evidence which is satisfactory to us (acting reasonably) that this has occurred;
- if your Home Loan Schedule says that we require a mortgage or security interest over any property as security, each borrower and guarantor who needs to grant us that mortgage or security interest must execute or otherwise grant us a mortgage or security interest in the form we prepare and give to them. The mortgage or security interest (once registered, where possible) must be first ranking and have priority over all other interests in the relevant property unless we agree otherwise in writing. If we agree that the mortgage or security interest will not be first ranking, appropriate priority agreements must be entered into with all other interest holders limiting their interests to our satisfaction;
- if we advise you or a guarantor that we need to verify your or their identity or your or their rights in relation to any Mortgaged Property, we receive such identity and other documents that we reasonably request from you or the guarantor;
- except in relation to any Mortgaged Property that is vacant land, we must be provided with evidence that is acceptable to us confirming that each Mortgaged Property is insured with an insurer that is acceptable to us for the amount of insurance that we advise you or, if we do not advise you an amount, the amount it would cost to totally rebuild or replace all improvements on the Mortgaged Property in the event that they were totally destroyed. Unless your Mortgaged Property is insured as part of a group title arrangement (such

as a strata corporation, body corporate or owners' corporation), each owner must be named as an insured and we must also be named as an insured, mortgagee or interested party on the evidence of insurance provided;
- we must be satisfied (acting reasonably) with any valuation, searches and enquiries that we obtain in relation to you, a guarantor or any Mortgaged Property;
- we must receive evidence that each document or instrument which must be lodged or registered in respect of any Mortgaged Property to enable us to register our mortgage or security interest in the Mortgaged Property with the expected priority has been lodged or registered;
- we must receive any title documents (paper and electronic), nominations or consents necessary to register any mortgage or security interest granted to us over the Mortgaged Property and a discharge or withdrawal of each existing mortgage, encumbrance or other interest affecting any Mortgaged Property;
- if your Home Loan Schedule sets out any settlement conditions that must be satisfied before we are required to advance any Amount of Credit, those settlement conditions must be satisfied; and
- if your Home Loan Schedule says your Home Loan is a building loan, the additional requirements set out in the 'Building Loans' section of these Terms and Conditions must be satisfied.

5 How we advance your Home Loan

5.1 We agree to advance you the Amount of Credit

We agree to advance you the Amount of Credit on and subject to the terms of your Contract. However:

A. we may refuse to advance the Amount of Credit or any further part of the Amount of Credit (if the Amount of Credit has already been partly advanced) if:
   i. your or a guarantor's financial circumstances have materially changed since we approved your Home Loan and we reasonably consider the change materially increases our risk;
   ii. you or a guarantor is in default under your Contract, any guarantee and indemnity given in relation to your Contract or any mortgage that secures your Contract; or
   iii. any information which you or a guarantor gave or give to us in connection with your Home Loan application or your Contract is not correct or has materially changed since it was provided to us in a way that materially increases our risk; and

B. unless your Home Loan Schedule says your Home Loan is a building loan, we are not required to advance any part of the Amount of Credit that is not advanced within 90 days of the Disclosure Date, or such longer time we agree in our discretion to give you.

5.2 Upfront credit fees and charges

Before we advance any part of the Amount of Credit for any other purpose, we will first pay the upfront credit fees and charges you are required to pay under your Contract from the Amount of Credit (unless you have already paid them before then).

5.3 Refinance transactions

Where the Amount of Credit is being advanced to refinance one or more existing debts with another creditor, we will advance the Amount of Credit in accordance with directions given to us by the outgoing creditor(s). You authorise us to act on the payment instructions of your outgoing creditor(s) unless you tell us otherwise in writing before we do so.

5.4 Purchase transactions

Where the Amount of Credit is being advanced to assist you to acquire real property, we will advance the Amount of Credit in accordance with the disbursement instructions given or approved by your solicitor or conveyancer. You authorise us to act on the settlement and disbursement instructions of your solicitor or conveyancer unless you tell us otherwise in writing before we do so.

If the amount required to complete settlement is more than the amount available from the Amount of Credit (after deducting the amount necessary to pay the upfront credit fees and charges and completing any refinance, if applicable), you will need to arrange for the required amount to be made available to your solicitor or conveyancer. However, if you have a Bendigo Bank deposit account with us that permits in-branch withdrawals, you may authorise us to debit your deposit account for the additional funds required to complete settlement. If you do, you must ensure sufficient cleared funds are available in the nominated Bendigo Bank deposit account prior to the day of settlement.

5.5 Progress payments for building loans

If your Home Loan Schedule says your Home Loan is a building loan, any part of the Amount of Credit that is not advanced by us to pay the upfront credit fees and charges or complete settlement of relevant refinance and purchase transactions as set out above will be advanced as progress payments as set out in the 'Building Loans' section of these Terms and Conditions.

We may restrict the Amount of Credit that we make available to be applied towards relevant refinance and purchase settlements or any progress payment to ensure that the remaining Amount of Credit to be advanced is sufficient to cover the anticipated costs of completion of the building works being undertaken. This means that you will need to apply any funds you are to provide from other sources before we advance the Amount of Credit.

5.6 Remaining Amount of Credit

We may advance any remaining Amount of Credit (after we have advanced the amounts described above) to you by:

- paying it in accordance with written instructions or a disbursement authority given to us by you or your agent;
- crediting it into a Bendigo Bank deposit account you have with us (including an Offset Account linked to your Loan Account); or
- if the Home Loan Schedule says you have a Redraw Facility, making the amount available for you to access as a redraw through your Redraw Facility (by treating the amount as if it has been advanced and immediately repaid by you).

6. Interest

6.1 You must pay us interest

You must pay us interest on the unpaid balance of your Loan Account. This means interest will be payable on all amounts debited to your Loan Account (including interest, credit fees and charges and enforcement expenses that are debited to your Loan Account) until they are paid.

6.2 Your interest rate and how interest is calculated

The Annual Percentage Rate that applies to your Home Loan as at the Disclosure Date is set out in the 'Annual Percentage Rate' section of your Home Loan Schedule. Where the 'Annual Percentage Rate' section refers to a reference rate, the Annual Percentage Rate is the aggregate of the applicable reference rate and the margin (if any) stated in your Home Loan Schedule.

We will calculate interest daily by multiplying the unpaid balance of your Loan Account at the End of Day by the daily percentage rate. The daily percentage rate is the Annual Percentage Rate divided by 365 (or 366 for a leap year).

We may change the Annual Percentage Rate (including by changing any reference rate and/or margin, where applicable) from time to time at our discretion. However, we may not change the Annual Percentage Rate during any Fixed Rate Period.

Acting reasonably, we may also change how interest is calculated and debited from time to time.

If we change your Annual Percentage Rate, we will give you written notice of the change not later than the day on which the change takes effect, unless the change reduces your obligations (in which case we will give you particulars of the change before or when the next statement of account is sent after the change takes effect) or the change is made by agreement with you.

If we change how interest is calculated and debited, we will give you written notice of the change at least 20 days before the change takes effect, unless the change reduces your obligations (in which case we will give you particulars of the change before or when the next statement of account is sent after the change takes effect).

See the 'Offset Facility' section in these Terms and Conditions for details about how Offset Account balances affect how we calculate interest on your Loan Account.

6.3 When interest is debited to your loan account

We will debit interest to your Loan Account on or about the same day every month. This may not be the same day as your repayments are due.

We will also debit interest to your Loan Account on the day we close your Loan Account.

7. Offset Facility

This 'Offset Facility' section applies if your Home Loan Schedule says or we notify you that you may link an Offset Account to your Home Loan, and the Home Loan product is eligible for an Offset Account, and you ask us to link an Offset Account to your Loan Account.

An Offset Account may only be linked to your Loan Account if all accountholders for the Offset Account are borrowers under your Contract and we have allocated the same customer number to both the Offset Account and the Loan Account. We will tell you which of your accounts are eligible to be linked to your Loan Account as an Offset Account or tell you how to open a new Offset Account, on request.

The maximum number of Offset Accounts that may be linked to your Loan Account is set out in your Home Loan Schedule unless we notify you otherwise.

While an Offset Account is linked to your Loan Account, when we calculate interest at the End of Day, instead of calculating interest based on the unpaid balance of your Loan Account, we calculate interest on the Net Amount which is calculated as follows:

- Net Amount = unpaid balance of your Loan Account – (OP x OAB)

where:

- OP (Offset Percentage) = the Offset Percentage set out in your Home Loan Schedule, or as we later notify you.
- OAB (Offset Accounts Balance) = the aggregate of the credit balances of all Offset Accounts linked to your Home Loan.

If the Net Amount on which interest is calculated is less than or equal to zero, no interest is payable in respect of that day.

8. Repayments

8.1 Required repayments

You must repay the Amount of Credit and all other amounts debited to your Loan Account by making the repayments described in your Home Loan Schedule.

Acting reasonably, we may change the amount or frequency or time for payment of, or the method of calculation of, the repayments you are required to make from time to time. However, we may only increase the amount of the repayments you are required to make where doing so is reasonably necessary to ensure you repay all amounts payable by you under your Contract over the agreed term of your Home Loan. This includes where we determine that your repayments need to increase as a result of:

- the Annual Percentage Rate increasing;
- credit fees and charges, enforcement expenses or other amounts payable by you being debited to the Loan Account;
- you redrawing Additional Repayments (where available); or
- changes we agree with you or that we are able to make without your consent or agreement (for example, changes to credit fees and charges, changes to how we calculate interest or changes to the systems we use to manage your Loan Account or calculate repayment amounts).

If you make Additional Repayments, we may calculate your required repayments on the amount the Loan Account balance would be if you had not made the Additional Repayments unless we have agreed the Additional Repayments will be applied as a permanent reduction of the Loan Account balance and will not be available for redraw (if your Home Loan has a Redraw Facility).

If we change your repayments, we will give you written notice of the change at least 20 days before the change takes effect unless the change reduces your obligations or extends the time for payment (in which case we will give you particulars of the change before or when the next statement of account is sent after the change takes effect) or the change is made by agreement with you.

If we give you notice of a change to your repayments, you must make repayments in accordance with the notice we give you.

8.2 Additional Repayments

You may make Additional Repayments at any time.

However, if you make Additional Repayments during a Fixed Rate Period, you may incur a Break Cost Fee as stated in your Home Loan Schedule. Break Cost Fees may be significant. You should contact us and request an estimate of the Break Cost Fee that will be payable in relation to a proposed Additional Repayment before you make the Additional Repayment.

9. Redraw Facility

This ‘Redraw Facility’ section applies if your Home Loan Schedule says or we notify you that your Home Loan has a Redraw Facility.

At our discretion, if you make Additional Repayments, we may allow you to redraw the Additional Repayments you have made excluding any Additional Repayments:

- we have agreed will be applied as a permanent reduction of the Loan Account balance and will not be available for redraw; or
- made in consideration of us agreeing to provide a discharge or release in respect of any guarantor or Mortgaged Property.

We will act reasonably in exercising our discretion to allow or refuse a redraw request from you.

The minimum amount of each redraw, if any, is as specified in your Home Loan Schedule or as we later notify you. If no minimum amount is specified or notified, there is no minimum redraw amount.

The maximum amount you may redraw is as specified in your Home Loan Schedule or as we later notify you. If no maximum amount is specified or notified, the maximum amount you may redraw at any time is the total amount of Additional Repayments you have made less the amount of your next required repayment unless we tell you otherwise.

From time to time, we may tell you the maximum amount that is available for redraw on your Loan Account (for example, by showing the amount as available funds in Bendigo e-banking). However, that does not reduce or limit our discretion to refuse a redraw request and we may, where we reasonably consider it necessary to protect our legitimate interests, reduce, limit or otherwise alter the amount that you may redraw from time to time. If we do so we will give you at least 30 days' notice of the change unless it is reasonable for us to give you a shorter notice period, or no notice, to manage a material and immediate risk.

You may make a redraw request in-branch or, if your Online Redraw Facility is activated, online through Bendigo e-banking. Your Online Redraw Facility is automatically activated unless we deactivate it.

Any funds transfer request you process from your Loan Account through Bendigo e-banking (such as an Internal Transfer) is considered a redraw request. If there is more than one of you, each of you must authorise a redraw unless all of you have provided us with operating instructions for the Loan Account that provide otherwise.

At any time, you may request, by contacting us using the details at the end of this document:

- that we remove the operating instructions on the Loan Account so that redraws can only be authorised by all of you; or
- that we deactivate your Online Redraw Facility so that redraw requests cannot be made through Bendigo e-Banking.

We will action such requests received in relation to your Loan Account, as soon as reasonably practicable.

We may also deactivate your Online Redraw Facility and/or remove the operating instructions that apply to a Loan Account so that a redraw can only be operated on the joint authorisation of all of you at any time including if:

- we are notified of or otherwise become aware of any dispute between any of you affecting your Home Loan;
- we are notified or otherwise become aware of an Insolvency Event in relation to any of you; or
- we consider it to be necessary to prevent financial harm or abuse or to protect our legitimate business interests.

If your Online Redraw Facility is not activated, you can contact us to request that it be activated.

10. Payments

10.1 Payments to your loan account

You must make all payments due under your Contract by 8pm in Victoria on the date they are due.

You cannot withhold all or part of any payment on the basis of a deduction, set off or counterclaim, except to the extent you are entitled to do so under any applicable law and cannot waive or exclude that entitlement.

You may make payments you are required to make under your Contract in any way that we accept payments, including by:

- a periodical payment set up from another qualifying Bendigo Bank account you have with us;
- direct debit arrangement (subject to you entering into a direct debit service agreement with us); or
- electronic funds transfer to your Loan Account.

All payments you make to your Loan Account must be in Australian currency.

We do not treat a payment as having been made by you until we receive it and credit it to your Loan Account in the ordinary course of our business. The date on which we credit payments to your Loan Account may differ depending on how the payment has been made.

If a payment you make is subsequently reversed or dishonoured we may adjust the Loan Account balance accordingly and act as if the payment was never made.

10.2 Adjustments

We may adjust a debit or credit to your Loan Account to accurately reflect your and our legal obligations. This includes where an amount is debited or credited by error or where a payment you make is subsequently reversed or dishonoured.

We may also reverse a credit to your Loan Account that is related to an electronic funds transfer if we do not actually receive the funds from the sender or we are required to return the funds to the sender under any applicable law, industry code of conduct, voluntary code of conduct we subscribe to, or under the rules, regulations or procedures that apply to the payment system the electronic funds transfer was received through. Unless we are required to do so under an applicable law, industry code of conduct, voluntary code of conduct we subscribe to, or the rules, regulations or procedures that apply to the relevant payment system, we are not required to notify you before we do so. However, if we do not notify you before we do so, we will tell you we have done so after we have.

If we adjust a debit or credit to your Loan Account we may also make consequential adjustments to the unpaid balance of your Loan Account, including with respect to accrued interest or interest that has already been debited to your Loan Account.

10.3 Returning Payments

If we determine, acting reasonably, that a payment or credit to an account was an error, made by mistake (for example, where the sender entered or selected the account details by mistake) or was made in connection with fraud or a scam (including where the funds are the proceeds of fraud or a scam payment) we may return the amount to the sender or the person to whom we reasonably believe is legally entitled to the funds and debit the account. If we do, your and our rights and obligations will be the same as if the payment or credit was never made and we may make adjustments to the account to reflect this. If the payment is a mistaken internet payment we will act consistently with any other parts of these terms and conditions that deal with mistaken internet payments and the ePayments Code (where it applies).

10.4 Confirmation of Payee service

Sharing your account details through the Confirmation of Payee service

We'll ensure your account details, including your name, are accurately recorded by us (based on the information you have provided to us and any verification we have undertaken) for the use of the Confirmation of Payee service.

You must promptly notify us of any changes to your name and provide us with any evidence of your name change that we reasonably request.

You authorise and consent to:

- us using and disclosing your account details (including your name) with the Confirmation of Payee service;
- us and other financial institutions who process payments to or from your account using the related transaction details (including any name included with a payment instruction) with the Confirmation of Payee service;
- payers' financial institutions using and disclosing your account details (including your name) for the purposes of the Confirmation of Payee service and prior to making payments to you; and
- your account details (including your name) and transaction details being disclosed, stored and used in connection with the Confirmation of Payee service in accordance with the industry rules, regulations and procedures that apply to the Confirmation of Payee service.

Opt-out requests

You may request that we withhold from sharing your account details with the Confirmation of Payee service for an account if there are special circumstances and it is reasonably necessary to withhold your account details to protect your safety or security (an opt-out request). We will only agree to an opt-out request if we agree that special circumstances exist and it is reasonably necessary to protect your safety or security.

If we agree to an opt-out request:

- payers may not be able to confirm your account details through the Confirmation of Payee service when making payments to your account;
- we may still disclose your account details (including your name) to other financial institutions through the Confirmation of Payee service to facilitate their fraud checking processes (but they will not share your details with payers);
- we may still disclose your account details (including your name) through the Confirmation of Payee service for them to be shared with some government agencies to confirm your identity in relation to payments they are making to you;

- financial institutions who process payments to or from your account may still use the related transaction details (including any name included with a payment instruction) with the Confirmation of Payee service; and
- you can request to opt your account back in to sharing your account details with the Confirmation of Payee service at any time.

11. Fees and charges you must pay

11.1 Credit fees and charges

You must pay us the credit fees and charges described in your Home Loan Schedule as and when described in your Home Loan Schedule.

Acting reasonably, and to the extent reasonably necessary to protect our legitimate interests or to benefit you, we may change the credit fees and charges that apply to your Home Loan from time to time.

However, during a Fixed Rate Period we may not:

- introduce or increase a credit fee or charge that is payable on early termination of your Contract or in respect of Additional Repayments; or
- change the method of calculation of a credit fee or charge payable on early termination of your Contract or in respect of Additional Repayments so as to increase the fee or charge.

If we change the credit fees and charges payable by you in relation to your Home Loan (including if we introduce a new credit fee or charge), we will give you written notice of the change not later than 30 days before the change takes effect unless the change reduces your obligations or extends the time for payment (in which case we will give you particulars of the change before or when the next statement of account is sent after the change takes effect) or the change is made by agreement with you.

You must pay us any changed or new credit fees and charges in accordance with any notice of change we give you.

11.2 Government charges

You must pay us any government charges or duties payable on receipts or withdrawals in connection with your Contract or a mortgage over Mortgaged Property.

11.3 How fees and charges must be paid

We may debit all fees and charges payable by you under your Contract to your Loan Account as and when they become payable, unless you have already paid them.

If you have not paid a fee or charge when it becomes payable and we debit it to your Loan Account, you must pay us the amount of the fee or charge to your Loan Account if we ask you to.

12. Building Loans

This 'Building Loans' section applies if your Home Loan Schedule says your Home Loan is a building loan.

12.1 Additional funding pre-conditions

In addition to the requirements set out in the 'Before we advance your Home Loan' section of these Terms and Conditions, we are not required to advance you the Amount of Credit (or any part of it) unless you satisfy the following additional funding pre-conditions:

- you have given us full copies of:
  - all building contracts, plans and specifications for the building works which are to be carried out on the Mortgaged Property which must have been approved by your local council and any other authority that must approve them;
  - any relevant soil report including an engineering footing design;
  - the approvals from your local council and any other authority that must approve the building works;
  - any other licenses or permits that you require to carry out the building works;
  - the signed building contract relating to the building works and any annexures to it;
  - your builder's licence;
  - a course of construction or construction risk insurance policy for the building contract price and for the period until the building works are completed noting our interest as mortgagee; and
  - your builder's home/builder's warranty indemnity insurance policy;
- we are satisfied with their form and content (acting reasonably); and
- you have provided us with evidence that is satisfactory to us (acting reasonably) that you have already paid the amount by which the cost of the building works and the funds required to complete any refinance or purchase transactions associated with the Mortgaged Property (if any) exceeds the Amount of Credit.

12.2 Progress payments

We will make progress payments, other than the last, when we receive in a form that is satisfactory to us (acting reasonably):

- a copy of a progress payment claim or request from your builder that is consistent with the terms of the building contract;
- your written authority to pay the claim;
- if we, in our discretion, decide to have the building works inspected, a satisfactory inspection report from our building inspector or valuer; and
- if we request it, evidence that is satisfactory to us (acting reasonably) that the amount which remains to be paid to complete the building works does not exceed that part of the Amount of Credit that has not already been advanced.

We will make the last progress payment when we receive in a form that is satisfactory to us (acting reasonably):

- a copy of a certificate of practical completion;
- a copy of an occupancy permit (or its equivalent);
- your written authority to pay the last progress payment;
- a letter from you confirming you accept the building works have been completed to a satisfactory standard;
- a satisfactory inspection report from our building inspector or valuer; and
- evidence that is acceptable to us confirming that all improvements on the Mortgaged Property are insured with an insurer that is acceptable to us for the amount of insurance that we advise you or, if we do not advise you an amount, the amount it would cost to totally rebuild or replace all improvements on the Mortgaged Property in
  the event they were totally destroyed, naming each owner as an insured and us as an insured, mortgagee or interested party.

If we agree a schedule of progress payments with you in writing, we are not required to advance any progress payment that is not in accordance with the agreed schedule of progress payments.

We may make all progress payments direct to the builder. If we, in our discretion, agree to pay any progress payment to you, you must ensure it is promptly applied to the costs of the building works and provide us with evidence that this has occurred on request.

We may refuse to make any progress payment if, in our reasonable opinion, the building works are not proceeding satisfactorily and in accordance with the building contract or if you are in default under your Contract.

If you are in default under your Contract, and do not remedy your default within the period allowed in a default notice we give you, any obligation we have under your Contract to advance any part of the Amount of Credit that has not already been advanced ceases.

12.3 Commencement and completion timeframes

You must ensure the building works are:

- commenced within 90 days from the date of your Contract (or later as agreed in writing between you and us);
- carried out expeditiously and without undue delay; and
- completed within the Building Period.

12.4 Your obligations

You must:

- not allow the building works to commence until you have obtained all necessary consents and authorisations and obtained our written consent (which shall not be unreasonably withheld);
- ensure the building works are completed substantially in accordance with the building contract, construction schedule, plans, specifications and any variations that have been provided to and approved by us;
- pay any amount required to complete any refinance or purchase settlements associated with the Mortgaged Property and complete the building works that exceeds the Amount of Credit;
- not terminate the building contract nor agree to any variation of the building contract that would increase or decrease the building contract price or have a material impact on the value of the Mortgaged Property without our prior written consent; and
- comply with the requirements of any encumbrance, covenant, restriction, agreement, authorisation or approval condition that applies or relates to you, the Mortgaged Property or the building works.

12.5 Additional events of default

Without limiting the other clauses of these Terms and Conditions, you will be in default under your Contract if:

- you fail to comply with your obligations under this 'Building Loans' section including by failing to commence and complete the building works as required by this 'Building Loans' section;
- you breach the terms of the building contract between you and a builder relating to the building works and, as a result, the builder terminates the building contract or has the right to terminate the building contract and threatens to do so;
- you breach the terms of any encumbrance, covenant, restriction, agreement, authorisation or approval condition that applies or relates to you, the Mortgaged Property or the building works (including in any contract for the purchase of the Mortgaged Property); or
- any encumbrancee, vendor or other person becomes legally entitled to require that you sell or otherwise transfer the Mortgaged Property to them or a person nominated by them and exercises or proposes to exercise that right.

12.6 Site inspections and valuations

Acting reasonably, we may appoint a building inspector or valuer to carry out site inspections to inspect the building works at such times during construction as we shall determine and you must ensure that our inspector or valuer has access to the Mortgaged Property for this purpose on request.

Any building inspector or valuer we appoint will inspect the building works solely for our purposes. You cannot rely on our site inspections and should not assume, because we make a progress payment, that the building works are satisfactory or free of defects. It is your responsibility to monitor the building works.

13. Statements and how we will communicate with you

13.1 Statements

We will give you a statement of account for your Loan Account every six months unless we are not required to do so under applicable laws and the Banking Code of Practice. We may give you statements of account more frequently at our discretion.

We will give you statements of account for your Loan Account by making them available for you to access electronically in Bendigo e-banking unless you have contacted us and requested that we send you printed copies by post or we have otherwise told you we will send you printed copies by post (in which case we will send you printed statements of account by post). You can change your statement delivery method by contacting us.

You must promptly check each entry on the statements of account we give you and promptly report any possible error or unauthorised transaction to us.

You may request a copy of a statement of account at any time by contacting us. We may charge a fee for providing a copy of a statement of account we have already given to you if stated in your Home Loan Schedule or if we later impose such a fee.

13.2 How we will communicate with you

You agree we may give you each written notice, other document or notification relating to your Contract (all referred to as a 'communication' in this clause):

- by sending the communication to you by email to the email address you last told us is your email address;
- by making the communication available for you to view in Bendigo e-banking (including in the Bendigo Bank app);
- by sending the communication to you by SMS to the mobile number you last told us is your mobile telephone number;
- by sending the communication to you by prepaid post to the residential or postal address you last told us is your residential or postal address; or
- where the communication does not include your personal information:
  - by publishing it in a nationally published newspaper; or
  - by publishing it on a website and notifying you that it has been published and where it has been published by one of the other methods described in this clause.

You must regularly check your email and SMS inboxes and, if you use it, Bendigo e-banking (including in the Bendigo Bank app) to view the communications we give you.

14. Changes to your Contract

14.1 We may change the terms of your Contract without your consent

In addition to the changes we may make under the other clauses of these Terms and Conditions, we may also make the changes to your Contract which are described in this clause without your further consent or agreement, subject to applicable laws and the Banking Code of Practice.

Acting reasonably, we may change your Contract (including these Terms and Conditions) to:

- introduce new features or options;
- make changes that are administrative in nature or to correct a mistake, inconsistency or omission;
- simplify the existing terms of your Contract;
- reflect changes in the way we operate our business, technology and systems;
- comply with any law, industry code or governmental or regulator decision or guidance that applies to us;
- add, change or remove any discounts or other benefits we have agreed to provide to you as a result of you no longer meeting the relevant eligibility criteria;
- if we no longer offer your type of Home Loan to new customers, change your Home Loan to a different type of Home Loan we offer to new customers that is substantially the same or similar to your current Home Loan (provided that we reasonably consider it is likely to meet your needs and, overall, will not result in any material detriment to you);
- make changes that are not unfavourable or detrimental to you;
- make changes to reflect market practice or standards or to keep our products competitive and meeting customer expectations and needs;
- makes changes to reflect changes to our cost of funds or other costs of doing business or to ensure that we receive an adequate return on assets;
- make changes for information security or similar purposes;
- if we have assigned our rights, powers and discretions or remedies relating to your Contract, make changes to reflect the assignment or to comply with our obligations under the terms of or in connection with the assignment (including to remove your ability to link an Offset Account to your Loan Account or to change the Offset Percentage that applies in relation to any Offset Account); and
- make changes where we reasonably consider it necessary to do so to protect our legitimate interests.

14.2 When we will notify you of changes to your Contract

We will tell you about changes to your Contract as soon as reasonably possible.

If the following table requires that we give you advance notice of a change, we will give you at least the notice period outlined.

#	Type of changes	Is advance notice required?
1	Changing the Annual Percentage Rate	Yes, not later than the day the change takes effect
2	Changes to your repayments that do not reduce your obligations or extend the time for payment	Yes, 20 days
3	Changing fees and charges in a way that does not reduce your obligations or extend time for payment	Yes, 30 days
4	Any other change that does not reduce your obligations or extend the time for payment or that we think is unfavourable to you	Yes, 30 days
5	Any change that reduces your obligations or extends the time for payment or that we think is not unfavourable to you	No

However, we may give you a shorter notice period, or no notice, of a change if it is reasonable for us to do so to manage a material and immediate risk.

14.3 What you can do if you are unhappy about a change we make without your consent

If we make a change to your Contract without your consent or agreement that is not acceptable to you, you can end your Contract by paying the Loan Account balance and any accrued interest and fees and charges that have not yet been debited to your Loan Account. We will provide you the amount that you must pay on request.

If you do this you will have to pay any fees that are payable under your Contract when the Loan Account balance is repaid in full or a mortgage or security interest in Mortgaged Property is discharged or released. You may also have to pay a Break Cost Fee if you do so during a Fixed Rate Period.

15. Changes to your circumstances

15.1 Changes to your contact details

You must ensure that the email address, mobile telephone number, residential address and postal address you have given or give to us are correct and current and promptly advise us of any changes to your contact details.

15.2 Changes to your use of any Mortgaged Property

You must promptly advise us if you change how you use any Mortgaged Property or how you treat it for taxation purposes (for example, if you change from using a Mortgaged Property as your home or principal place of residence (owner occupied) to using it as an investment property or for trade, business or other non-residential purposes, or vice versa. For this purpose, 'home' and 'principal place of residence' does not include a holiday or vacation home or any property you only stay at on a part-time basis. You must provide us with evidence to support any change in the use of any Mortgaged Property as we may reasonably request.

16. Default and enforcement

16.1 Events of default

You are in default under your Contract if:

- you do not make a payment you are required to make under your Contract in full by its due date;
- you or a guarantor are or become Insolvent;
- you or a guarantor are in default or an event of default occurs under a mortgage to us over any Mortgaged Property or under another agreement or deed which is secured by a mortgage to us over any Mortgaged Property;
- any Mortgaged Property is dealt with, or attempted to be dealt with, by you or a guarantor without our consent in breach of your Contract, any mortgage granted to us over any Mortgaged Property or any other agreement or deed with us;
- you or a guarantor gives us information or makes a representation or warranty to us which is materially incorrect or misleading (including by omission) in connection with your Contract or a Mortgaged Property such as information given in an application;
- you use the Amount of Credit for a purpose not approved by us;
- if you or a guarantor carry on a business at or after the date of your Contract, you or the guarantor (as the case may be) do not maintain a licence or permit necessary to conduct the business and we reasonably consider that this is likely to have a material impact on you or the guarantor's ability to meet your or their financial obligations to us, our security risk or our legal and reputation risk;
- in our reasonable opinion, you or any guarantor have not complied with the law or have acted fraudulently in connection with your Contract, a guarantee and indemnity related to your Contract or any Mortgaged Property, or it becomes unlawful for you or us to continue with your Home Loan or your Contract;
- enforcement proceedings are commenced, or a possession order or warrant is obtained, by any creditor of yours or any guarantor in respect of any Mortgaged Property;
- if you or a guarantor are not a natural person, legal or beneficial ownership or management control of you or the guarantor (as the case may be) changes without our consent in breach of your Contract, any guarantee and indemnity given to us in connection with your Contract, any mortgage over any Mortgaged Property or any other agreement or deed with us;
- the status, capacity or composition of you or a guarantor changes without our consent; or
- if your Home Loan Schedule says your Home Loan is a building loan, you are in default under the 'Additional events of default' clause in the 'Building Loans' section of these Terms and Conditions.

16.2 When we can act on your default

If you have made all payments you are required to make under your Contract and you and all guarantors are not Insolvent, we will only act on your default if your default by its nature is material or we reasonably consider your default has had, or is likely to have, a material impact on:

- your or a guarantor's ability to meet your or their financial obligations to us;
- our credit or security risk (or our ability to assess these risks); or
- if you are in default because you or a guarantor have failed to comply with the law, you or a guarantor has given us information or made a representation or warranty to us which is materially incorrect or misleading (including by omission), or you have used your Home Loan for a purpose not approved by us, our legal or reputation risk.

16.3 Default notices

Subject to the 'When we can act on your default' clause above, if you are in default, we may send you a default notice that:

- tells you what the default is;
- if the default can be remedied, tells you the action necessary to remedy the default; and
- gives you a grace period of at least 30 days.

If you do not, or cannot, remedy a default after the end of any grace period stated in a default notice we give you in relation to the default, at the end of the grace period you immediately become liable to pay us the balance of your Loan Account and we may take enforcement action to recover that amount from you, including by exercising any rights we have in respect of any Mortgaged Property.

We are not required to give you a default notice in relation to a default before we take enforcement action if:

- we believe on reasonable grounds that we were induced by fraud on your part to enter into your Contract;
- we have made reasonable attempts to locate you, but without success; or
- a court authorises us to proceed without giving you a default notice.

16.4 Enforcement expenses

If you are in default, you must reimburse us for, and we may debit to your Loan Account, any enforcement expenses we reasonably incur in relation to your default. This includes any legal or debt collection costs we reasonably incur (on an indemnity basis).

16.5 Service of proceedings

You agree that we may serve you with any originating process or other court documents relating to any legal proceedings we commence against you in relation to your Contract in the same way as we may give you notices and other documents and notifications under your Contract.

16.6 Indemnity

You indemnify us in relation to any loss, cost, liability or expense we suffer or incur in connection with you failing to comply with your Contract or being in default under your Contract. However, you are not required to indemnify us in respect of any loss, cost, liability or expense caused by the fraud, negligence or wilful misconduct of us or our employees, contractors or agents or any receiver appointed by us.

17. Trusts

This 'Trusts' section applies if you enter into your Contract or hold any property which is, or is intended to be, Mortgaged Property in your capacity as a trustee of a trust (even if you have not told us about that trust).

You agree:

- that you and any successor or additional trustee of the trust are liable to us under your Contract in your personal capacity and in your capacity as trustee of the trust;
- to give us a true copy of the deed governing the trust (as amended) and any other information we reasonably request in relation to the trust on request;
- to promptly tell us if you are removed as trustee of the trust, if a new trustee is appointed or if the trust vests or is otherwise wound up; and
- to ensure any new trustee of the trust signs any documents we reasonably require to ensure they are also bound by your Contract.

You also warrant to us that:

- you have an unrestricted right to be indemnified out of the trust assets in relation to the liabilities you have incurred or may in the future incur to us under your Contract;
- you are the only trustee of the trust; and
- you are authorised under the terms governing the trust to enter into your Contract and do what you have agreed to do under your Contract.

18. Make a complaint

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.

You can raise a complaint with us by:

- speaking to a member of staff directly
- telephoning 1300 236 344
- website – https://www.bendigobank.com.au/contact-us/make-a-complaint/
- secure email – by logging into e-banking
- contacting us through a Bendigo Bank social media channel
- contacting Customer Resolutions at:
  Reply Paid PO Box 480
  Bendigo Vic 3552
  Email: feedback@bendigoadelaide.com.au

Alternatively, you may refer your complaint directly to the Australian Financial Complaints Authority (AFCA). You can contact AFCA at:

- GPO Box 3, Melbourne Vic 3001
- Telephone: 1800 931 678
- Email: info@afca.org.au
- Website: www.afca.org.au

Time limits may apply to refer a complaint to AFCA so you should act promptly or otherwise consult the AFCA website to find out if, or when the time limit relevant to your circumstances expires.

If your complaint relates to how we handle your personal information you can also contact the Office of the Australian Information Commissioner (OAIC):

- GPO Box 5218, Sydney NSW 2001
- Telephone: 1300 363 992
- Email: enquiries@oaic.gov.au
- Website: www.oaic.gov.au

19. General

19.1 Information you must give us

You must give us any information or copies of documents we reasonably request in relation to you or any Mortgaged Property. If you are a company or other incorporated body this includes information and documents about your existence, structure, members and directors or governing board.

19.2 Joint and several liability

If there is more than one of you, each of you are liable to us jointly and separately for all amounts owed under and in respect of your Contract.

19.3 Interpretation and severability

All parts of your Contract must be interpreted as necessary to be valid, enforceable and in compliance with applicable laws. If that is not possible, any part of your Contract that is void, unenforceable or in breach of applicable law is excluded from your Contract and the remainder of your Contract continues in full force and effect.

If any clause would, but for this clause, be void under applicable unfair contracts terms legislation we may only rely on that clause to the extent reasonably necessary to protect our legitimate interests.

19.4 How we exercise our rights

We will act reasonably in exercising a right or remedy and giving or refusing our consent. We may impose reasonable conditions on providing our consent.

If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.

Our rights and remedies under your Contract are in addition to other rights and remedies provided by law.

We are not liable for any loss caused by us exercising, attempting to exercise, failing to exercise or delaying the exercise of any right or remedy we have in connection with your Contract. However, this will not reduce our liability in respect of any loss, cost, liability or expense caused by the fraud, negligence or wilful misconduct of us or our employees, contractors or agents or any receiver appointed by us.

19.5 Assigning rights

We may assign our rights, powers and discretions and remedies relating to your Contract without your consent and without notice to you.

We may disclose any information and documents about you and your Contract to any assignee of our rights under your Contract or any person considering becoming an assignee.

Your rights and obligations under your Contract are personal to you and cannot be assigned without our written consent.

19.6 Waivers must be in writing

A waiver of any of our rights under your Contract does not occur unless we give it to you in writing.

19.7 Account combination and set-off

We may, at any time, combine the balance of two or more accounts you have with us or set-off the balance of one account against another account.

However, we will not do this:

- while we are actively considering your financial situation in respect of a hardship notice you have given us (although we may then require that you keep funds in an account until we have decided whether to agree to your request);
- while you are complying with an arrangement you have made with us after we have considered your hardship notice; or
- if you are in receipt of Centrelink benefits, if doing so breaches the Code of Operation: Recovery of Debts from Department of Human Services Income Support Payments or Department of Veterans' Affairs Payments.

19.8 Applicable law

If you reside in Australia, your Contract is subject to the laws of the state or territory of Australia in which you reside at the time you accept your Contract.

Otherwise, your Contract is subject to the laws of the Australian state or territory in which our registered office is located at the time you accept your Contract.

19.9 Compliance with Anti-money laundering and Counter-terrorism financing and other laws

If we believe doing so is necessary in order to comply with our legal obligations, we may:

- require you to provide to us or otherwise obtain any additional documents or information relating to a transaction performed or attempted on your Loan Account;
- suspend, block or delay transactions on your Loan Account, or refuse to provide services to you; and
- report any transaction or activity performed or attempted to anybody to whom we are legally required to report transactions.

You must comply with reasonable directions we give you which are necessary for us to comply with our legal obligations in relation to your Home Loan.

20. Understanding your Contract

20.1 Definitions

In your contract, the following definitions apply unless the context requires otherwise:

Defined term	Meaning
Additional Repayment	A repayment that you make that is more than your required repayments under your Contract. For the purposes of determining the amount of Additional Repayments you may redraw under a Redraw Facility (where available), Additional Repayments do not include any Additional Repayment: · we have agreed will be applied as a permanent reduction of the Loan Account balance and will not be available for redraw; or · made in consideration of us agreeing to provide a discharge or release in respect of any guarantor or Mortgaged Property.
Amount of Credit	The Amount of Credit stated in your Home Loan Schedule.
Annual Percentage Rate	The Annual Percentage Rate stated in your Home Loan Schedule, as varied from time to time.
Building Period	If your Home Loan Schedule says your Home Loan is a building loan, the Building Period is the Building Period stated in your Home Loan Schedule or, if no Building Period is stated in your Home Loan Schedule, the Building Period is 24 months commencing the day we first advance any part of the Amount of Credit.
Confirmation of Payee service	The banking industry initiative that enables payers making payments using a BSB and account number to confirm the account name associated with the account.
Contract	The credit contract between us and you in respect of your Home Loan comprising your Home Loan Schedule and these Terms and Conditions, as varied from time to time.
Disclosure Date	The Date of Disclosure stated in your Home Loan Schedule.
End of Day	In respect of a day, the End of Day is the time we consider to be the end of that day for the purposes of our end of day processing on your Loan Account, being a time not before 8pm in Victoria on that day.
Fixed Rate Period	Any period for which we agree the Annual Percentage Rate is fixed.
Home Loan	The loan or other credit we are to provide, or have provided, to you under your Contract.
Home Loan Schedule	The Home Loan Schedule we give you relating to an offer by us to provide you with a Home Loan on the terms referred to in that Home Loan Schedule and these Terms and Conditions.
Insolvent	Being or becoming: · a bankrupt; · an 'insolvent under administration' as defined in the Corporations Act 2001 (Cth); or · a 'Chapter 5 body corporate' as defined in the Corporations Act 2001 (Cth).

Defined term	Meaning
Interest Only Repayments	Repayments which only pay the interest and credit fees and charges that accrue under your Contract. The amount of each Interest Only Repayment is the amount of interest and credit fees and charges debited to your Loan Account in respect of the month prior to date the repayment is due.
Loan Account	The account we establish for your Home Loan.
Mortgaged Property	All real and personal property and other assets which are, or are intended to be, subject to a mortgage, charge or other security interest in our favour as security for your Home Loan, including any property described in the 'Security' section of your Home Loan Schedule.
Offset Account	A Bendigo Bank deposit account that we agree will be linked to your Loan Account as an Offset Account. See the 'Offset Facility' section in these Terms and Conditions.
Online Redraw Facility	The Bendigo e-banking functionality that allows you to make a redraw request online using Bendigo e-banking (when activated).
Payment Facility	The Payment Facilities we make available pursuant to our Bendigo Payment Facilities Terms and Conditions. Unless otherwise defined in these Terms and Conditions, Payment Facilities defined in our Bendigo Payment Facilities Terms and Conditions have the same meanings in these Terms and Conditions.
Principal and Interest Repayments	Repayments which repay part of the principal Amount of Credit borrowed under your Contract as well as interest and credit fees and charges. The amount of each Principal and Interest Repayment is the amount stated in your Home Loan Schedule or as notified by us to you in writing. See the 'Repayments' section in these Terms and Conditions.
Redraw Facility	Our redraw facility which, if it applies, allows you to redraw your Additional Repayments. See the 'Redraw Facility' section in these Terms and Conditions.
Terms and Conditions	These Home Loan Terms and Conditions.
We, us, our	Bendigo Bank – a division of Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL/Australian Credit Licence 237879.
You, your	Each person named as a borrower in the Home Loan Schedule and includes your successors (including any personal representatives) and permitted assigns. If there is more than one of you it means all of you together and each of you individually.

20.2 Rules for interpreting your contract

In addition to the definitions above, the following rules apply to interpreting your Contract, unless the context requires otherwise:

- headings are for convenience only and do not affect the interpretation of your Contract;
- words importing the singular include the plural and vice versa;
- reference to legislation or codes includes any amendment to it, any legislation or code substituted for it, and any subordinate legislation made under it;
- words defined in the National Credit Code have the same meaning in your Contract;
- reference to a person includes a corporation, joint venture, association, government body, firm and any other entity;
- reference to a party includes that party's personal representatives, successors and permitted assignees;
- reference to a thing (including a right) includes a part of that thing;
- if a party comprises two or more persons:
  - reference to that party means each of the persons individually and any two or more of them jointly;
  - a promise by that party binds each of them individually and all of them jointly;
  - a right given to that party is given to each of them individually;
  - a representation, warranty or undertaking by that party is made by each of them individually;
- a provision must not be construed against a party only because that party prepared it;
- a provision must be read down to the extent necessary to be valid or, if it cannot be read down to be valid, it must be severed;
- if a thing is to be done on a day which is not a business day, it must be done on the business day before that day;
- another grammatical form of a defined expression has a corresponding meaning.

21. Signing your Contract

You agree we may sign our offer and any document we are required to give you electronically and that our offer and any other document we are required to give you will be considered signed by us if and when we type our name on it and give the document to you.

We may at our discretion allow you to accept our offer and execute your Contract electronically or require that you physically sign it.

Your Contract may be executed in any number of counterparts. A counterpart may be in an electronic form. Together, all counterparts constitute one instrument. If your Contract is executed in counterparts, it takes effect when we receive all counterparts executed by each of you.

Information statement
Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, the AFCA scheme, or get legal advice.

The contract

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

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

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

whichever happens first.

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

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 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 14 days of your written request if the original contract came into existence 1 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 pay out figure?

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

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

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

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

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

Yes, but only if your contract says so.

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

That depends on the type of change. For example—

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

except where the change reduces what you have to pay or the change happens automatically under the contract.

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

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

If that is not successful, you may contact the Australian Financial Complaints Authority (AFCA) scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at:

- GPO Box 3, Melbourne Vic 3001
- Telephone: 1800 931 678
- Email: info@afca.org.au
- Website: www.afca.org.au

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

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

Insurance

10. Do I have to take out insurance?

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

11. Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

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

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

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

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

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

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

Mortgages

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

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

16. Should I get a copy of my mortgage?

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

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

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

The law says you can not 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 can not do with the property.

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

See the answers to questions 22 and 23.

Otherwise you may—

- if the mortgaged property is goods—give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- sell the property, but only if your credit provider gives permission first;

OR

- give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.

If your credit provider won't give permission, you can contact the AFCA scheme for help.

If you have a guarantor, talk to the guarantor who may be able to help you.

You should understand that you may owe money to your credit provider even after the mortgaged property is sold.

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

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

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

Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

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

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

General

22. What do I do if I can not 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 can not agree on a suitable agreement?

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

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

24. Can my credit provider take action against me?

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

25. Do I have any other rights and obligations?

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

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

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

GPO BOX 3 MELBOUNE VIC 3001

TELEPHONE: 1800 931 678

EMAIL: info@afca.org.au

WEBSITE: www.afca.org.au

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

Credit guide

About this Credit Guide

This document is the Credit Guide of Bendigo and Adelaide Bank Limited (ABN 11 068 049 178) (Bendigo and Adelaide Bank).

Bendigo and Adelaide Bank is a credit provider and a holder of Australian Credit Licence number 237879.

This Credit Guide has been designed to provide you with key information, so you are informed and aware of necessary matters prior to deciding to use the credit services of Bendigo and Adelaide Bank, Community Bank branches or Franchise branches.

This Credit Guide may be provided to you by authorised staff of Bendigo and Adelaide Bank or its credit representatives working in Community Bank branches or Franchise branches as soon as practicable after it becomes apparent to us that we are likely to enter into a contract with you.

Bendigo and Adelaide Bank takes responsibility under its Australian Credit Licence for the credit activities engaged in on its behalf by Community Bank branches or Franchise branches and its authorised staff or its credit representatives working in those branches or organisations.

Throughout this Credit Guide references to:

"Community Bank branch or branches" are references to the franchises of Bendigo and Adelaide Bank using the Bendigo Bank and Community Bank name, logo and system of operations.

"entering into a contract" means entering into a credit contract or consumer lease or increasing the credit limit of an existing credit contract or consumer lease.

"Franchise branch or branches" are reference to the franchises of Bendigo and Adelaide Bank using the Bendigo Bank name, logo and system of operations.

"we", "us", or "our" are references to Bendigo and Adelaide Bank, Community Bank branches or Franchise branches. References to "our staff" and "our branch staff" have a corresponding meaning.

Community Bank branches or Franchise branches. and their employees are credit representatives of Bendigo and Adelaide Bank.

Contact details

You can contact us at any of our branches, which are listed on our website: www.bendigobank.com.au

Alternatively you can contact us via:

- Telephone 1300 236 344
- The Bendigo Bank website at www.bendigobank.com.au
- For lost and stolen cards please contact:

From within Australia: 1800 035 383

From Overseas: +61 3 5485 7872

Credit assessment of your loan application

Before entering into a contract, Bendigo and Adelaide Bank will perform a credit assessment.

This assessment will include making enquiries about:

- your objectives and requirements including the purpose of the credit; and
- your financial situation.

We will also take reasonable steps to verify your financial information.

The purpose of the credit assessment is to ensure, based on the information provided, that the proposed contract, is not unsuitable for you.

The contract is unsuitable for you, if at the time the contract is entered into:

- it is likely that you will not be able to comply with the financial obligations under the contract or you could only comply with substantial hardship; or
- the contract does not meet your objectives and requirements.

The contract will create a substantial hardship if you would only be able to meet the requirements of the contract by selling your principal place of residence.

We cannot enter into a contract which is unsuitable for you. This is a legal requirement for Bendigo and Adelaide Bank.

It is important that the information that you provide for this assessment regarding your financial situation, objectives and requirements is complete and accurate and includes any likely future changes that will impact your ability to repay the contract.

Final assessment

If your contract is assessed as not unsuitable and you will enter or have already entered into the contract with us, you have a right to ask us for a written copy of the Final Assessment.

The Final Assessment will contain the factual information which we used to assess the contract as not unsuitable including:

- the record of financial information you have given us;
- the information about your objectives and requirements;
- the enquiries we have undertaken to verify your financial situation;
- details of a contract we have offered to you.

You should notify us immediately if the information in the Final Assessment is not correct or has changed.

You can request a copy of the Final Assessment at any time before entering into the contract. If you make such a request, we have to provide you a written copy of the Final Assessment before entering the contract. We cannot enter into the contract, until we provide you with a copy of the Final Assessment.

You are also able to request a written copy of the Final Assessment at any time up until seven years after the contract was entered into. If you request the Final Assessment within two years of the contract being entered into, the assessment must be supplied to you within seven business days. If you request the Final Assessment beyond two years but less than seven years, the assessment must be supplied to you within 21 business days. There is no charge for the supply of the Final Assessment.

Make a complaint

We consider Internal Dispute Resolution (IDR) to be an important and necessary first step in the complaint handling process it gives us an opportunity to hear when we do not meet our customer's expectations and address them genuinely and effectively.

You can raise your complaint with us by:

- speaking to a member of our staff directly
- telephoning 1300 236 344 or if calling from overseas +61 3 5445 0666
- website – https://www.bendigobank.com.au/contact-us/make-a-complaint/
- secure email – by logging into e-banking
- contacting us through a Bendigo Bank social media channel
- contacting Customer Resolutions at:
- Reply Paid PO Box 480
- Bendigo Vic 3552
- Email: feedback@bendigoadelaide.com.au

Alternatively you may refer your complaint directly to the Australian Financial Complaints Authority (AFCA). You can contact AFCA at:

GPO Box 3
Melbourne VIC 3001
Telephone: 1800 931 678
Email: info@afca.org.au
Web: www.afca.org.au

Time limits may apply to refer a complaint to AFCA therefore you should act promptly or otherwise consult the AFCA website to find out if, or when the time limit relevant to your circumstances expires.

If your complaint relates to how we handle your personal information you can also contact the Office of the Australian Information Commissioner (OAIC):

GPO Box 5218
Sydney NSW 2001
Telephone: 1300 363 992
Email: enquires@oaic.gov.au
Web: www.oaic,gov.au

Financial difficulty

We understand there may be times when your personal circumstances change. Perhaps you have lost your job, suffered an illness or injury or have been impacted by a natural disaster.

If as a result you cannot afford the minimum repayment on your home loan, personal loan or credit card, and you would like us to consider if we can provide you with financial difficulty assistance, then please contact us immediately.

In many instances a temporary arrangement can be made quickly and efficiently over the phone.

Alternatively we may need to complete a more detailed assessment of your personal and financial circumstances to identify how we may be able to help you.

If you would like to apply for assistance, including a request for postponement of enforcement proceedings, please contact our dedicated Mortgage Help team on the below details:

- telephone: 1800 652 146 between
- 8.00 am and 5.00pm (AEST/AEDT) Monday to Friday
- email: MortgageHelpRetail@BendigoAdelaide.com.au

If you are not satisfied with the outcome of your request for assistance, you may choose to contact the Australian Financial Complaints Authority (see 'Make a complaint' section for details).

Contact us MortgageHelpRetail@BendigoAdelaide.com.au

Contact your local lender or broker

Call **1300 236 344**

bendigobank.com.au

The Bendigo Centre
PO Box 480, Bendigo VIC 3552

Bendigo and Adelaide Bank ABN 11 068 049 178 AFSL/Australian Credit Licence 237879 (TC080-10/06/2026)

Bendigo Payment Facilities

Terms and Conditions

31 March 2026

Contents

Bendigo Payment Facilities Terms and Conditions

Some words in this document have a specific meaning – see the 'Understanding these Terms and Conditions' clause at the end of this document.

1. These Terms and Conditions

Depending on the type of Account you hold with us, you may be able to gain access to one or more Payment Facilities.

We are committed to improved support for financially vulnerable customers, staff, suppliers, and our wider community. We recognise financial abuse can happen to anyone and may also include forms of family and domestic violence or elder abuse.

Our products and services must not be used to engage in financial or other abuse.

Examples of this conduct include, but are not limited to:

- making defamatory, harassing or discriminatory comments to any person, including through payment descriptions or references;
- using or encouraging threatening or abusive language;
- engaging in coercive or controlling behaviour, e.g. to restrict a person's account access or use of funds; or
- promoting or encouraging physical or mental harm to any person.

We may take steps to investigate circumstances where we reasonably believe any product or service is being used in this way.

We can take action, for example to close, stop, suspend, or deny access or use of our products or services, or to block or decline payments or payment methods, if we reasonably consider it necessary to protect you or another person from financial or other abuse. This is in addition to any other rights we may have under these terms. You should be aware that we may not be able to provide you prior notice before taking such action.

These Terms and Conditions apply to your use of the following Payment Facilities in relation to the following types of Accounts:

Payment Facilities:

- Debit Card (including through Digital Wallets)
- Bendigo Phone Banking
- Bendigo e-banking
- Internal Transfers
- Pay Anyone (including Osko and Fast Payments)
- PayID
- BPAY® and BPAY View
- Automatic Payments (including periodical payments, sweep facilities and direct debits)
- Telegraphic Transfers

Accounts:

- Bendigo Now Account
- Bendigo Future Account
- Bendigo Credit Cards
- Bendigo Flex Home Loan
- Bendigo Easy Home Loan
- Bendigo Cash Management Account*
- Sandhurst Cash Common Fund*
- Sandhurst Investment Term Fund*
- Sandhurst Select 90 Fund*
- Sandhurst Cash Management Trust*

* These Terms and Conditions only apply for Payment Facilities relating to your Accounts of a type marked with an asterisk above if we tell you they will apply. Until we tell you, your existing terms and conditions will continue to apply.

Not all Payment Facilities are available for each type of Account. To find out which types of Payment Facilities are available for your type of Account, please see the terms and conditions that apply to your Account.

You accept these Terms and Conditions and agree to be bound by them when you request that we make a Payment Facility available to you or you use a Payment Facility for the first time.

® Registered to BPAY Pty Ltd ABN 69 079 137 518

The following terms and conditions also apply in addition to these Terms and Conditions:

- the terms and conditions that apply to the Account(s) your Payment Facility relates to; and
- if you add a card to a Digital Wallet, our Digital Wallet Terms of Use.

Fees and charges that apply to your Payment Facilities are set out in our Fees and Charges Documents. We may debit applicable fees and charges to your Account whenever they become payable.

Copies of each of the documents described above are available on request and can be accessed on our website at www.bendigobank.com.au/disclosure-documents or by contacting us using the details at the end of this document.

Important We may make changes to these Terms and Conditions from time to time without your consent. See 'Changes we may make without your consent' below for more information.

2. Codes of Practice

2.1 Banking Code of Practice

The relevant provisions of the Banking Code of Practice apply to the Payment Facilities to which these Terms and Conditions apply. A copy of the Banking Code of Practice is available on our website.

2.2 ePayments Code

We will comply with the terms of the ePayments Code, where it applies. Nothing in these Terms and Conditions imposes any liability or responsibility on you unless permitted by the ePayments Code.

3. Debit Cards

This 'Debit Cards' section applies in relation to any Debit Cards we issue to you or at your request or allow you to use in connection with your Account.

The types of Debit Cards we offer are:

Debit Card type	Bendigo Debit Mastercard	Bendigo Easy Money Card	Bendigo Youth Debit Mastercard
Eligibility	16 years of age or older	12 years of age or older	12-15 years of age
Access	Anywhere Mastercard is accepted, including ATM withdrawals.	Anywhere EFTPOS is accepted, including ATM withdrawals.	Anywhere Mastercard is accepted, including ATM withdrawals.
Overseas access	Overseas ATM access available at any ATM bearing the Mastercard, CIRRUS, or MAESTRO symbol.	No overseas access available.	Overseas ATM access available at any ATM bearing the Mastercard, CIRRUS, or MAESTRO symbol.
General / other criteria, features or restrictions			Restrictions apply to Transactions at certain types of merchants (see 'Youth Debit Mastercard' below).

Debit Cards are not available on all Accounts. See the terms and conditions for your Account to determine whether a Debit Card may be issued for your Account and, if so, which types of Debit Cards are available.

3.1 Issuing you with a Debit Card and PIN

We may decide not to issue you with a Debit Card or link a particular Account to a Debit Card at our discretion, including if you do not meet any applicable eligibility requirements (see above).

When we issue you with a Debit Card we will either issue you with a new PIN or allow you to set your PIN. You may change your PIN at any time within Bendigo e-banking, using the Bendigo Bank app or at any Bendigo Bank ATM.

Each Debit Card we issue remains our property at all times and is valid only for the period stated on it. You must return your Debit Card to us on request and must not use your Debit Card after its expiry date (although you will remain liable for any Transactions you perform if you do).

If we issue you with a Debit Card, we may issue you with a replacement Debit Card at any time. The circumstances in which we may do this include:

- When an existing Debit Card has expired or is approaching its expiry date (unless you have requested in writing that we not do so);
- When your details or the Account details have changed;
- Where an existing Debit Card has been damaged, lost or stolen.

We will tell you if your PIN changes when we issue you with a replacement Debit Card.

If we issue you with a replacement Debit Card, you must immediately cease using the Debit Card that it replaces.

If we issue you with a Debit Card or a replacement Debit Card, we will mail it to you at your last known postal address or make it available for you to collect at a Bendigo Bank branch. We may require you to produce identification to verify your identity when you collect a Debit Card.

It is important that you ensure we have your up-to-date address at all times to ensure that any Debit Card or replacement Debit Card we issue to you is sent to your correct address.

If your Debit Card has a signature panel, you must sign your Debit Card as soon as you receive it.

You must ensure you keep your Debit Card, Debit Card details and PIN secure at all times (see 'Keeping your payment devices secure' below for specific obligations you must comply with).

3.2 Using your Debit Card

Subject to these Terms and Conditions, you can use your Debit Card to perform Transactions on your Account including:

- **At merchants:** Withdrawing funds from your Account by paying for goods and services or withdrawing cash by performing a 'cash-out' at a merchant who accepts your type of Debit Card;
- **At Bendigo Bank ATMs:** Using a Bendigo Bank ATM to obtain account balances, make cash or cheque deposits, withdraw cash, or transfer money between the accounts that are linked to your Debit Card;
- **At non-Bendigo Bank ATMs:** Using an ATM provided by another financial institution or provider to obtain Account balances or withdraw cash; and
- **At Bank@Post™:** Withdrawing cash from your Account or depositing cash or cheques into your Account using Australia Post's Bank@Post™ service (where available).

Some of the above types of Transactions may be able to be performed using your Debit Card in a Digital Wallet or by using your Debit Card details (for example, online or over the phone).

Not all merchants or ATMs may accept your type of Debit Card and the functionality available in respect of ATMs may differ depending on the provider of the ATM and the actual ATM used.

Bank@Post™ services are subject to any requirements, conditions or restrictions imposed by Australia Post and are not available at all post offices (see the Australia Post website for details about which post offices provide Bank@Post™ services).

When using your Debit Card or Debit Card details, a PIN or your signature may be required. In some cases a PIN or signature may not be required, such as contactless transactions below a certain amount. These amounts may differ based on the nature of your Transaction or the merchant.

When you use your Debit Card or Debit Card details you authorise us to debit your relevant Account with the amount of the Transaction. If using a Debit Card, selecting SAV/CHQ/CR or using contactless payments will not change the relevant Account from which a payment is debited.

If you setup a recurring payment with a merchant using your Debit Card details (such as a direct debit), you may need to give the merchant your updated Debit Card details if we issue you with a replacement Debit Card. In some cases we may be able to automatically provide your new Debit Card details to a merchant with whom you have a recurring payment set up through the applicable Card Scheme, where arrangements to facilitate this are in place between us, the Card Scheme and the merchant. You agree we may do this where we can but are not obliged to do so and it remains your responsibility to ensure merchants have your correct and current Debit Card details at all times. If you want to cancel a recurring payment you should give the merchant as much notice as possible before the next recurring payment is due.

3.3 Debit Card Transaction limits

The maximum amount you may withdraw in cash at an ATM or EFTPOS terminal in a day is $1,000.00 (AUD) per Debit Card.

3.4 Youth Debit Mastercard

The Youth Debit Mastercard restricts certain types of Transactions based on the merchant category code of the merchant.

We may decline any Transaction on a Youth Debit Mastercard where the merchant category code for the relevant merchant relates to gambling, cigarettes, alcohol (including bars and nightclubs), dating services, direct marketing by telemarketing or internet merchants (such as information services, polls, sweepstakes, horoscope readings, adult chat and entertainment, sports scores, stock market quotes, horoscope readings and other audio text or videotext services), massage parlours, and online or wholesale pharmacy purchases.

We may make changes to the types of merchant category codes we do not permit Transactions on for Youth Debit Mastercard at any time.

3.5 Digital Wallets

If you have a compatible device, you may use your Debit Card by adding it to a Digital Wallet that we support for your type of Debit Card. The Digital Wallets that we support are listed on our website. Before you add a Debit Card to a Digital Wallet you will need to meet our identification and verification requirements.

In addition to these Terms and Conditions, use of your Debit Card through a Digital Wallet is subject to our Digital Wallet Terms of Use, which are provided when a Debit Card is added to a Digital Wallet that we support and are available upon request.

Your liability for Transactions conducted using a Debit Card through a Digital Wallet is determined in the same way as if the Transactions were conducted using the Debit Card itself.

You must not allow your Debit Card to be added to a Digital Wallet on a device that does not belong to you or a device that will not remain in your possession. If this occurs you will be deemed to have authorised and consented to any Transactions performed using the Debit Card through the Digital Wallet and, subject to the ePayments Code (where it applies), you will be liable for those Transactions.

You must notify us immediately if you become aware or suspect that another person has added your Debit Card to their Digital Wallet.

We may stop you from adding a Debit Card to a Digital Wallet or suspend your ability to use a Debit Card in a Digital Wallet at any time.

The Digital Wallets we support and allow you to use in relation to a Debit Card may change from time to time – see our website for current details.

3.6 Foreign Currency Transactions

Foreign Currency Transactions are Transactions which are conducted:

- in a currency other than Australian dollars (AUD); or
- in Australian dollars (AUD) with a merchant (including an online merchant) who is outside of Australia.

Foreign Currency Transactions performed using your Debit Card which are performed in currencies other than Australian dollars (AUD) are converted to Australian dollars (AUD) by the relevant Card Scheme using its relevant exchange rates and conversion process. We will debit the Transaction to your Account in Australian dollars (AUD).

As set out in our Fees and Charges Documents, an International Transaction Fee is payable in respect of all transactions which are conducted in a currency other than Australian dollars (AUD).

4. Bendigo Phone Banking

This 'Bendigo Phone Banking' section applies in relation to your use of Bendigo Phone Banking in relation to your Account, if Bendigo Phone Banking is available for your Account. See the terms and conditions for your Account to determine whether Bendigo Phone Banking is available for your Account.

You must be at least 12 years old to be eligible for Bendigo Phone Banking.

4.1 Applying for Bendigo Phone Banking

If Bendigo Phone Banking is available for your Account, you may apply to us for Bendigo Phone Banking access by calling us or in branch.

If we approve your application, we will issue you with an Access ID and a temporary PIN. You must use that Access ID and temporary PIN to access Bendigo Phone Banking within 5 days of us giving it to you, at which time you will be asked to set your own PIN. You may change your PIN at any time within Bendigo Phone Banking, by calling us or in branch.

You must ensure you keep your Access ID and PIN secure at all times (see 'Security of payment devices' below for specific obligations you must comply with) as it is the means by which we identify you and accept instructions from you through Bendigo Phone Banking. Anyone who has your Access ID and PIN will be able to access Bendigo Phone Banking in relation to your Account and we will accept their Transaction instructions as yours.

We may block or suspend your access to Bendigo Phone Banking without prior notice to you if you have not accessed or used it for at least twelve months.

4.2 Using Bendigo Phone Banking

If we give you Bendigo Phone Banking access in relation to an Account, you can use it to obtain information about the Account or perform certain types of Transactions on the Account, including:

- Reviewing or obtaining information about the Account balance and Transactions;
- Internal Transfers between that Account and other Bendigo Bank accounts you have Bendigo Phone Banking access to;
- Making BPAY Payments from the Account; and
- Receiving information from us.

It is your responsibility to ensure you have and maintain any equipment required by you to access Bendigo Phone Banking.

4.3 Availability and reliability of Bendigo Phone Banking

We will take reasonable steps to ensure that Bendigo Phone Banking is available and that the information provided to you through Bendigo Phone Banking is current and correct.

However, we do not guarantee that Bendigo Phone Banking will always be available and accessible and may not provide you with access to Bendigo Phone Banking in the event of an unexpected system outage or malfunction, during periods where system maintenance is being performed, or where we believe it is necessary for us to protect the integrity, security, quality, or reliability of the system. We may not give you advance notice if this occurs but will try to provide reasonable notice of an outage or planned system maintenance through our website or other electronic communication channels where reasonably practicable.

5. Bendigo e-banking

This 'Bendigo e-banking' section applies in relation to your use of Bendigo e-banking in relation to your Account, if Bendigo e-banking is available for your Account. See the terms and conditions for your Account to determine whether Bendigo e-banking is available for your Account.

You must be at least 12 years old to be eligible for Bendigo e-banking.

5.1 Applying for Bendigo e-banking

If you open your Account online through our website, Bendigo e-banking is available for your Account and you don't already have access to Bendigo e-banking, we will issue you with Bendigo e-banking access when we open your Account by issuing you with an Access ID and a temporary Password.

Otherwise, if Bendigo e-banking is available for your Account and you don't already have access to Bendigo e-banking, you may apply to us for Bendigo e-banking access by calling us or in branch. If we approve your application, we will issue you with an Access ID and a temporary Password.

You must use that Access ID and temporary Password to access Bendigo e-banking within 5 days of us giving it to you, at which time you will be asked to set your own Password. You may change your Password at any time within Bendigo e-banking, using our online password reset service, or by calling us or in branch.

You must ensure you keep your Access ID and Password secure at all times (see 'Security of payment devices' below for specific obligations you must comply with) as it is the means by which we identify you and accept instructions from you through Bendigo e-banking. Anyone who has your Access ID and Password may be able to access Bendigo e-banking in relation to your Accounts and we may accept their Transaction instructions as yours. You authorise us to act on all instructions given to us using your Access ID and Password through Bendigo e-banking and accept that, subject to these Terms and Conditions and the ePayments Code (where it applies), you will be liable for all Transactions relating to such instructions.

We may block or suspend your access to Bendigo e-banking without prior notice to you if you have not accessed or used it for at least six months.

5.2 Using Bendigo e-banking

If we give you Bendigo e-banking access in relation to an Account, you can access Bendigo e-banking in relation to the Account through our website using a web browser or by using the Bendigo Bank app. Bendigo e-banking allows you to access various information about your Account and to give us various types of instructions and perform certain types of Transactions on your Account. Depending on the Account type, your authority to transact on the Account and whether you are accessing Bendigo e-banking through a web browser or the Bendigo Bank app, this may include the following in relation to an Account:

- Reviewing or obtaining information about the Account balance and Transactions;
- Internal Transfers between the Account and other Bendigo Bank accounts you have Bendigo e-banking access to;
- Making Pay Anyone payments from the Account;
- Making BPAY Payments from the Account;
- Making Telegraphic Transfers from the Account;
- Setting up a PayID for the Account (where available);
- Setting up or amending recurring transactions from the Account;
- Receiving and accessing information from us about the Account;
- Sending and receiving communications to or from us about the Account;
- Setting up or amending Account balance notifications in relation to the Account;
- Receiving e-statements for the Account;
- Receiving bills and statements electronically through BPAY View;
- Authorising Transactions where the operating instructions on the Account require more than one person to authorise the Transaction; and
- Setting up or customising certain Account features, limits or Transaction restrictions.

If we have issued a Card in relation to your Account, Bendigo e-banking also gives you the ability to manage certain Card features including the ability for you to:

If you are using a compatible Apple device and accessing Bendigo e-banking using the iOS Bendigo Bank app, or a compatible Google device and accessing Bendigo e-banking using the Android Bendigo Bank app, you can add your Card to your Apple Wallet or Google Pay directly from within Bendigo e-banking, even before you have received your Card (see 'Digital Wallets' above for more information about using Digital Wallets);

- Activate your Card;
- Set or change your Card PIN;
- Temporarily block or unblock your Card;
- Report your Card as lost or stolen and request a replacement Card; or
- Customise certain spending controls and restrictions such as preventing domestic or overseas ATM, in-store or online Transactions or prevent purchases from certain types of merchants such as gambling or liquor transactions.

Blocking or restricting certain types of Transactions may not be effective in some cases where the equipment used by the merchant is unable to connect and check the current status of your Card. There are limitations to blocking or restricting certain types of Transactions. You will remain liable for Transactions which occur in such circumstances even though you have put the block or restriction in place. For more information on how to manage your Card see our website at www.bendigobank.com.au/mycard.

Information about what you can do within Bendigo e-banking, how you can do it, and any restrictions that apply, is available within Bendigo e-banking or on our website.

We may change the information that is available to you in Bendigo e-banking and the types of instructions you may give to us through Bendigo e-banking from time to time without notice to you, unless we are legally required to give
you notice.

It is your responsibility to ensure you have and maintain any equipment required by you to access Bendigo e-banking and download any required software. We are not responsible for or liable to you for the security or reliability of any device you use to access Bendigo e-banking.

If you access Bendigo e-banking through the Bendigo Bank app, you must ensure that you are always using the latest version we have published. If you have not updated to the latest version of the Bendigo Bank app, we may restrict your access to Bendigo e-banking through the Bendigo Bank app until you have downloaded the latest version.

5.3 Multi-factor authentication

Multi-factor authentication (or "MFA") is a security measure that requires two or more proofs of identity to verify a user. Asking for additional details to confirm your identity provides greater security compared to a password alone, making it harder for unauthorised persons to access your accounts and information.

We may require that you use one or more of the MFA options we make available to you to log in to Bendigo e-banking, to access or use certain parts of Bendigo e-banking, to request or authorise certain transactions or changes in Bendigo e-banking or to register a device to use the Bendigo Bank app, in our discretion. When we do so, we may refuse to provide you with the relevant access or refuse to accept the relevant request or instruction from you unless the MFA is successful.

The MFA options available may change from time to time and may differ depending on how you are accessing Bendigo e-banking. Some MFA options include use of a one-time passcode which we send to you by SMS to your registered mobile number, email to your registered email address or in some other way, or that you generate using a device or software we have agreed you may use.

You must keep any one-time passcode we send you or that you generate for MFA purposes secret and not disclose it to any person.

You can change the mobile number or email address that is registered with us for MFA by contacting us.

5.4 Bendigo Bank app

This clause applies if you access Bendigo e-banking through the Bendigo Bank app.

If you download and access Bendigo e-banking through the Bendigo Bank app, you will need to log in using your Bendigo e-banking Access ID and Password and register the device you are using. We may de-register a device or require that you re-register the device through the Bendigo Bank app at any time in our discretion.

After you have registered your device, we may give you the ability to set a four-digit PIN or use your device's biometric authentication features (if available) to log in or authenticate yourself in the app in the future or to use it as an additional MFA option.

You must ensure that you keep your Bendigo Bank app four-digit PIN secret and secure and not disclose it to anyone. You must only enable use of a biometric authentication feature on your device in the Bendigo Bank app (if available) while you are the only person who has registered their biometric information on the device. If any other person's biometric information is registered on your device as part of the biometric authentication feature you will be taken to have authorised that person to access and operate on your accounts and information through the Bendigo Bank app and you will be liable and responsible for their actions.

5.5 Availability and reliability of Bendigo e-banking

We will take reasonable steps to ensure that Bendigo e-banking is available and that the information provided to you through Bendigo e-banking is current and correct.

However, we do not guarantee that Bendigo e-banking will always be available and may not provide you with access to Bendigo e-banking in the event of an unexpected system outage or malfunction, during periods where system maintenance is being performed, or where we believe it is necessary for us to protect the integrity, security, quality, or reliability of the system. We may not give you advance notice if this occurs but will try to provide reasonable notice
of an outage or system maintenance through our website or other electronic communication channels where reasonably practicable.

6. Internal transfers

This 'Internal Transfers' section applies if you have access to Bendigo e-banking or Bendigo Phone Banking in relation to an Account you are able to make Internal Transfers from.

When instructing us to make an Internal Transfer you must provide us with the information we request including:

- the Account from which you want the funds debited;
- the Bendigo Bank account that you want the funds transferred to;
- the amount you want transferred;
- for transfers made through Bendigo e-banking, a description or reference;
- for future-dated transfers, the date on which you want the transfer to be made; and
- for recurring transfers, when the first transfer is to be made, how frequently you want transfers to be made and, if relevant, details about when you want the transfers to stop.

You must ensure that all the information you give us in relation to an Internal Transfer is complete and correct as you will not be able to cancel or reverse an Internal Transfer once we have processed it. You must also ensure there are sufficient funds in the nominated Account to process the Internal Transfer at the time it is to be processed.

Funds transferred by Internal Transfer will be made available immediately.

7. Pay anyone (including Osko and Fast Payments)

This 'Pay Anyone (including Osko and Fast Payments)' section applies in relation to our Pay Anyone service which can be used in Bendigo e-banking to make payments and transfer funds from an Account to other accounts held with Australian financial institutions if you are able to conduct Transactions on the Account.

You must have Bendigo e-banking and a Security Token to access and use Pay Anyone.

7.1 Applying for and accessing Pay Anyone

If you have Bendigo e-banking, you may register for the Pay Anyone service by contacting us. We may provide or decline to provide you with access to the Pay Anyone service at our discretion.

If we register you for Pay Anyone, you will be required to set a daily Pay Anyone limit. Daily Pay Anyone limits up to $50,000 may be set by contacting us over the phone. If you require a daily Pay Anyone limit of greater than $50,000, you will be required to apply in branch. We may change your Pay Anyone limit at any time in the same way as we may change the other daily and periodic limits set out under 'Transaction limits and processing' below.

Payments made by Osko and Fast Payments also have a separate fixed daily maximum limit of $30,000 per Access ID despite any higher Pay Anyone limit you might have.

You may deactivate your Account access to the Pay Anyone service at any time by contacting us.

7.2 Making Pay Anyone payments

Our Pay Anyone service can be used to:

- make one-off payments;
- schedule future-dated, one-off payments; and
- schedule recurring payments.

When instructing us to make a Pay Anyone payment, you must provide us with the information we request including:

- the Account from which you want the funds debited;
- the BSB and account number or a PayID for the account you want the funds transferred to;
- the amount you want transferred;
- a payment description or reference;
- for future-dated payments, the date on which you want the payment to be made; and
- for recurring payments, when the first payment is to be made, how frequently you want payments to be made and, if relevant, details about when you want the payments to stop.

You must ensure that all the information you give us in relation to a Pay Anyone payment is complete and correct as you will not be able to cancel a Pay Anyone payment once it has been processed. You must also ensure there are sufficient funds in the nominated Account to process the Pay Anyone payment at the time it is to be processed.

We are not required to process a Pay Anyone payment if you do not give us all of the information we require or if any of the information you give us is inaccurate and we are not liable for any loss you suffer as a result of you giving us incomplete or inaccurate instructions.

7.3 Payment descriptions

Where we allow you to provide a payment description or reference with a Pay Anyone payment, you must ensure that any description or reference you provide does not contain, refer to or link to:

- any swearing, profanity or offensive, discriminatory, threatening or abusive content;
- any information that is confidential or must be kept secret;
- sensitive personal information of any person (including information or an opinion about a person's racial or ethnic origin, political opinions or membership of a political association, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record and health information);
- anything which infringes the intellectual property rights of any person; or
- anything which is illegal or seeks to promote illegal activity.

Where we consider it appropriate to do so, we may disclose the information you include in a Pay Anyone payment description or reference to appropriate law enforcement authorities or, in the case of personal information about another person, to the person the personal information relates to.

7.4 Processing Pay Anyone payments

When you instruct us to make a Pay Anyone payment you authorise us to act on all instructions given to us (which are authenticated using your Security Token, where we require it) and to debit your nominated Account for the amount of the Pay Anyone payment. Your Account will be debited immediately (except future-dated payments which will be debited on the date the payment is to be made).

Once you have requested a Pay Anyone payment, the timing of when the funds will be received and made available to the recipient depends on when the Pay Anyone instructions were given to us, who the payment is being made to and the payment system or channel it is processed through.

We process Pay Anyone payments as:

- Osko Payments;
- Fast Payments; or
- Direct Entry Payments.

We may choose which option to use to process a Pay Anyone payment from the available options at our discretion. If we send a Pay Anyone payment as an Osko Payment or a Fast Payment, we will tell you at the time we accept the instruction from you.

For Pay Anyone payments sent as Direct Entry Payments, if you instruct us to make a Pay Anyone payment outside of business hours or on a day that is not a business day, we may not process it until the next business day. Funds may take up to two business days to be received by the recipient after we process it.

For Pay Anyone payments sent as Osko Payments or Fast Payments, we usually process your instruction immediately when you give it to us. For Osko Payments, funds are usually received by the recipient in near real time 24/7. For Fast Payments, when the funds are received by the recipient after we have processed the payment will depend on the recipient's financial institution's processes.

7.5 Delays

Delays may occur in processing Pay Anyone payments for various reasons such as where:

- we experience a services disruption which prevents us from processing payments;
- we are required to delay processing a payment in compliance with any applicable laws (including any laws relating to anti-money laundering and sanctions);
- you fail to comply with your obligations under these Terms and Conditions;
- the receiving financial institution at which the payee account is held or the relevant accountholder fails to comply with their obligations or is experiencing a services disruption which prevents them from processing payments; or
- we delay processing to investigate and review it to ensure it is not fraudulent, illegal or improper or to confirm that it has been properly authorised by you.

When we are reasonably able to do so, we will tell you if there are any delays in processing Pay Anyone payments and when your Pay Anyone payment is likely to be completed.

Although we will endeavour to process your Pay Anyone payments in a timely manner we shall not be liable to you for any delay.

7.6 Errors

You are responsible for checking your Account transaction records and statements to ensure that Pay Anyone payments have been made correctly.

You should advise us as soon as possible if you become aware that you may have made a mistake when making a Pay Anyone payment.

If you instruct us to make a Pay Anyone payment, and you later discover that:

- the amount you told us to pay was greater than the amount you needed to pay, you must contact the recipient to obtain a refund of the excess. If we processed the Pay Anyone payment as an Osko Payment or a Fast Payment, we may be able to request that the funds, or just the overpaid amount, be returned on your behalf if you ask us to do so. However, the amount will not be returned to you unless the recipient consents to their financial institution returning the funds to us and we receive the returned funds; or
- the amount you told us to pay was less than the amount you needed to pay, you can make another Pay Anyone payment for the difference.

You should notify us immediately if you think that:

- you have made another type of mistake when making a Pay Anyone payment;
- you did not authorise a Pay Anyone payment that has been debited to your Account or if you think a Pay Anyone payment has not been processed in accordance with your instructions;
- you become aware that a Pay Anyone payment made to a PayID from your Account was directed to an incorrect recipient; or
- you were fraudulently induced to make a Pay Anyone payment.

Where we consider it appropriate and we are reasonably able to do so, we may request that the financial institution to whom the funds were transferred returns the funds to us, on your behalf. However, this is not always possible.

Where a Pay Anyone payment is returned to us by another financial institution, we will credit the funds to your Account and make them available to you as soon as practicable.

7.7 Osko

We subscribe to Osko Payments under the BPAY Scheme and offer Osko Payments through our Pay Anyone service. This 'Osko' clause applies if we send a Pay Anyone payment as an Osko Payment.

Osko Payments can only be made when the receiving financial institution also supports Osko Payments.

We will tell you in Bendigo e-banking:

- if your Pay Anyone payment is to be made as an Osko Payment when we accept your Pay Anyone payment instruction from you; and
- when the Osko Payment has been successfully completed or fails for any reason.

A record of all Osko Payments processed in the last 18 months is available in your Account transaction listings in Bendigo e-banking and on your Account statements.

In order to provide you with services under Osko, we may need to disclose your personal information (including updates to such personal information) to BPAY and/or its service providers. If we do not disclose your personal information to BPAY or its service providers, we will not be able to provide you with Osko Payment services.

You agree to our disclosing to BPAY, its service providers and such other participants involved in Osko such personal information relating to you as is necessary to facilitate the provision of Osko Payments to you.

We may cease providing Osko Payments to you by notice to you, including if our membership to the BPAY Scheme is suspended, ceases or is cancelled. We will tell you if, for any reason, we are no longer able to offer you Osko Payments.

7.8 Mistaken Internet Payments

In this clause, a Mistaken Internet Payment means a Pay Anyone payment that you send from a Personal Account through our Pay Anyone service that:

- we process as a Direct Entry Payment where funds are paid into the account of an unintended recipient because you enter or select a BSB number and/or account number that does not belong to the named and/or intended recipient as a result of your error or you being advised of the wrong BSB number and/or identifier, where the financial institution at which the account of the unintended recipient is held is also a subscriber to the ePayments Code; or
- we process as an Osko Payment or a Fast Payment where funds are paid to the wrong account as a result of your error, for example if you use or input incorrect payee details accidentally or because you were advised by the payee of the wrong account details or you select an incorrect payee from a list of potential payees.

Mistaken Internet Payments do not include BPAY payments or payments from Business Accounts.

If you notify us that you have made a Mistaken Internet Payment we will investigate the matter and inform you (in writing) of the outcome within 30 business days from the date you notified us.

Notification within 10 business days

If you notify us of a Mistaken Internet Payment within 10 business days of making the payment, and the unintended recipient has sufficient credit funds available in their account, we may be able to recover the funds without the consent of the unintended recipient.

Notification between 10 business days and 7 months

If you notify us of a Mistaken Internet Payment between 10 business days and 7 months from the date of making the payment, and the unintended recipient has sufficient credit funds available in their account, we may be able to recover the funds. However, the unintended recipient will be given an opportunity to establish that they are entitled to the funds before they are returned to us.

Notification after 7 months

If you notify us of a Mistaken Internet Payment after 7 months from the date of making the payment and the unintended recipient has sufficient credit funds available in the account we will only be able to recover the funds with the consent of the unintended recipient.

If the other financial institution withdraws funds from the unintended recipient's account and returns them to us, we will credit those funds to your Account as soon as reasonably practicable after we receive the funds.

You will be responsible for any of your losses following a Mistaken Internet Payment and funds will not be returned to you if:

- both we and the other financial institution decide that no Mistaken Internet Payment has occurred;
- if the unintended recipient is given a chance to establish that they are entitled to the funds and they are able to do so; or

- where it is required (as described above), the consent of the unintended recipient is not provided by the unintended recipient.

If you are not satisfied with the outcome of our investigation about a Mistaken Internet Payment you can make a complaint (see the 'Make a complaint' section below).

8. PayIDs

This 'PayIDs' section applies in relation to any PayID you create, attempt to create or request that we create for an Account.

The PayID Service enables payers to make NPP Payments to payees using an alternative identifier (a PayID) instead of a BSB and account number.

8.1 PayID definitions

In this clause, the following definitions apply:

Defined terms	Definitions
Closed	In relation to a PayID Closed, means the PayID has been deactivated in the PayID Service and is unable to be used for NPP Payments.
Locked	In relation to a PayID Locked, means the PayID has been temporarily disabled in the PayID Service and is unable to be used for NPP Payments.
Misdirected Payment	Misdirected Payment means an NPP Payment erroneously credited to the wrong account because of an error in relation to the recording of the PayID or associated account information in the PayID Service.
NPP	NPP means the New Payments Platform operated by or on behalf of NPP Australia Limited.
NPP Payment	NPP Payment means a payment cleared and settled via the NPP.
PayID	PayID means an identifier created for a financial institution account for addressing NPP Payments.
PayID Name	PayID Name means the name which is associated with a PayID in the PayID Service to identify the accountholder of the relevant account when the PayID is used.
PayID Service	PayID Service means the central payment addressing service of the NPP in which PayIDs are created for addressing NPP Payments.
PayID Type	PayID Type means the type of identifier a PayID is (for example, a mobile number or an email address). The available PayID Types may change from time to time.

8.2 Creating a PayID

You can create and update a PayID by contacting us. Depending on your circumstances, we may also allow you to create and update a PayID in Bendigo e-banking.

Creating a PayID is optional. We will not create a PayID for your Account without your consent.

A PayID can only be created for your Account if:

- we are able to verify your identity in a manner that is satisfactory to us;
- you own or are authorised to use the PayID;
- the PayID is not likely to be misleading as to who the Accountholder is; and
- creating the PayID will not infringe on the intellectual property rights of any person.

We may refuse to allow a PayID to be created for an Account for any reason, including where we are not satisfied that the above requirements have been met.

The PayID Types we allow you to create may differ depending on your circumstances and the Account type. Not all Account types are eligible to have a PayID or certain PayID Types created for them.

By creating or requesting a PayID for your Account:

- you assure us that you own or are authorised to use the PayID;
- you agree to immediately notify us if any of the information you provide to us when creating the PayID changes or becomes incorrect or misleading;
- you acknowledge that the PayID and information relating to you and your Account (including the PayID Name, the BSB and Account number) will be registered in the PayID Service which is operated by NPP Australia Limited (not us); and
- you consent to:
  - us disclosing your personal information and the other information you provide to us to NPP Australia Limited as necessary to create the PayID including recording the PayID, PayID Name and Account details in the PayID Service;
  - third parties, such as NPP Australia Limited and other financial institutions and NPP participants that connect to or use the NPP, collecting, storing, using and disclosing that information for the purposes of constructing NPP payment messages, enabling NPP Payments, disclosing the PayID Name for NPP Payment validation (whether or not a NPP Payment is actually made) and otherwise in accordance with the NPP regulations and procedures; and
  - third parties such as NPP Australia Limited and other financial institutions that connect to or use the NPP, accessing your PayID information for the purposes of creating and sending PayTo Payment Agreement creation requests to us to seek your authorisation and for the purposes of sending PayTo Payment requests, in connection with an authorised Payment Agreement, to us for processing from your Account.

  The PayID service enables payers to make NPP Payments to payees using an alternate identifier (a PayID) instead of a BSB and account number and enables merchants and payment initiators to send PayTo Payment Agreement creation requests and PayTo Payment requests to payers' financial institutions for processing. In our discretion, we may allow you to create a PayID for your Account.

  The PayID Name associated with a PayID in the PayID Service must reasonably and accurately represent the name of the Accountholder. We will choose the PayID Name that is registered in the PayID Service when a PayID is created and may change the PayID Name associated with a PayID at any time if we think doing so is necessary to ensure it reasonably and accurately represents the name of the Accountholder or, for joint Accounts, one of the Accountholders.

  You may create more than one PayID for your Account but each PayID must be unique and can only be used in relation to one Australian financial institution account at a time (see below for details on transferring PayIDs from one account to another). For joint Accounts, each Account holder and person authorised to operate on the Account can create unique PayIDs for the Account.

8.3 Transferring your PayID from or to another account

You can transfer a PayID created for one account with us or another financial institution to another. However, you cannot transfer a PayID while it is Locked.

If you want to transfer a PayID you have created for an account with another financial institution to your Account with us, you must first contact the other financial institution to tell them that you want to transfer the PayID and then create the PayID for your Account as set out above. The other financial institution must action your request within one business day unless you agree to another time period.

You can transfer your PayID from one Account with us to another Account with us by contacting us and requesting the transfer. We will action your request within one business day unless we agree another time period with you.

You can transfer your PayID from an Account with us to an account with another financial institution by first contacting us and requesting that the status of your PayID be changed to 'transferring', and then creating your PayID with the other financial institution. We will action your request and allow the PayID to be transferred to the other financial institution within one business day unless we agree another time period with you.

Please note: When transferring a PayID from one financial institution to another, if you do not successfully create the PayID with the new financial institution within 14 days of telling the existing financial institution you are transferring the PayID, you may need to start the process again.

Until a transfer of a PayID is completed, NPP Payments made using the PayID will be directed to the account it was previously created for.

8.4 Closing, Locking and Unlocking a PayID

You can close your PayID at any time by contacting us.

You must request that we close the PayID or notify us immediately if you no longer own or have authority to use a PayID created for your Account or if you cease to be authorised to use or operate the Account.

We will action a request from you to update or close a PayID within one business day unless we agree upon another time period with you.

We may, if we have reasonable grounds for doing so, lock or close a PayID created for your Account at any time without prior notice to you. Without limitation, this includes where:

- you have requested that we do so;
- we reasonably believe or suspect that you do not own and are not authorised to use the PayID;
- we reasonably believe or suspect that the information you provided to us or the statements you made to us when creating the PayID were or have become incorrect, incomplete or misleading;
- you fail to comply with your obligations under these Terms and Conditions or the terms and conditions that apply to the Account;
- we suspect you created the PayID or are using the PayID in connection with fraudulent or illegal activity;
- we have closed or restricted the linked Account or you cease to be the Account holder or authorised to use the Account; or
- we consider the PayID to be inactive because no NPP Payments have been made using the PayID and no updates to the information relating to the PayID are made for more than 12 months.

We will tell you if we lock or close a PayID created for your Account, within one business day of doing so, unless it was done at your request or because we suspected fraud or illegal activity.

If your PayID is Locked, you can request that it be unlocked by calling us. However, acting reasonably, we are not obliged to unlock it (for example, if it was Locked due to suspected fraud or illegal activity).

If a PayID is Closed it must be re-created before it can be used again.

A PayID cannot be transferred or updated while it is Locked and no payments can be made or received using a PayID while it is Locked or after it has been Closed.

8.5 Liability for PayIDs

To the maximum extent permitted by law, we are not liable to you for any loss or damage you suffer as a result of:

- a PayID being created for your Account or you using or attempting to use a PayID that has been created for your Account;
- us refusing to create a PayID or any delay in a PayID being created for your Account;
- us locking or closing a PayID that has been created for your Account; or
- any failure or malfunction of the NPP (including the PayID Service) or any of our systems or procedures that use or connect with the NPP.

8.6 Duplicate PayIDs and PayID disputes

The PayID Service does not support duplicate PayIDs.

If you try to create a PayID for your Account which is identical to another PayID created in the PayID Service it will be rejected and we will advise you of this. You can contact us to discuss duplicate PayIDs.

If a PayID cannot be created for your Account because it has already been created by someone else, you can contact us and, if we are satisfied you own or are authorised to use the PayID, we can lodge a dispute on your behalf to determine whether the PayID created by the other person should be closed. However, there is no guarantee that the dispute will be resolved in your favour or result in you being able to create the PayID for your Account (for example, if the other person is also authorised to use the PayID). We will promptly notify you of the outcome of the dispute.

9. PayTo

This 'PayTo' section applies in relation to your use or attempted use of PayTo and any Payment Agreement that is created for an Account, and related PayTo Payments, if PayTo is available for your Account. See the terms and conditions for your Account to determine whether PayTo is available for your Account.

PayTo allows payers to approve Payment Agreements with Merchants or Payment Initiators who offer PayTo as a payment option.

9.1 PayTo definitions

In this section and the PayID section above, the following definitions apply:

Defined terms	Definitions
Migrated DDR	A Payment Agreement created by a Merchant or Payment Initiator to process payments under an existing direct debit arrangement as PayTo Payments instead of through the direct debit system – see the 'Migration of Direct Debit arrangements' clause below.
Mandate Management Service (MMS)	The Mandate Management Service (MMS) being a central, secure database of Payment Agreements operated by NPP Australia Limited.
Merchant	A merchant with which you have, or would like to have, a Payment Agreement.
NPP	The New Payments Platform operated by or on behalf of NPP Australia Limited.
NPP Payment	A payment cleared and settled via the NPP.
PayTo Agreement or Payment Agreement	An agreement created by an approved Merchant or Payment Initiator in the Mandate Management Service by which you authorise us to make payments from your Account or a Migrated DDR.
Payment Initiator	An approved payment service provider who, whether acting on behalf of you or a Merchant, is authorised by you to initiate payments from your Account.
PayTo	The NPP functionality which enables us to process NPP Payments from your Account in accordance with and on the terms set out in a Payment Agreement.
PayTo Payment	An NPP Payment we make pursuant to a Payment Agreement.

9.2 Creating a Payment Agreement

You can set up a Payment Agreement with a Merchant or Payment Initiator that offers PayTo as a payment option by providing the Merchant or Payment Initiator with a PayID you have created for your Account (see the 'PayID' section above) or the BSB and Account number for your Account. You are responsible for ensuring that the PayID or BSB and Account number you provide for the purpose of establishing a Payment Agreement are correct. Any personal information or data you provide to the Merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of the relevant Merchant or Payment Initiator.

If you agree to setup a Payment Agreement with a Merchant or Payment Initiator, they will create the Payment Agreement in the Mandate Management Service through their financial institution or payments processor and we will be notified.

After we receive notification that a Payment Agreement has been created for your Account, we will notify you with the details of the Payment Agreement and ask you to confirm your approval of the Payment Agreement. You may approve or decline any Payment Agreement in your discretion and we will record whether you approved or declined the Payment Agreement in the Mandate Management Service.

If a Payment Agreement required your confirmation within a timeframe stipulated by the Merchant or Payment Initiator, and you do not provide confirmation within that timeframe, the Payment Agreement may be withdrawn by the Merchant or Payment Initiator.

If you tell us that you approve a Payment Agreement it will be active once we record your approval in the Mandate Management Service. Payment requests may be made by a Merchant or Payment Initiator immediately after you have approved a Payment Agreement so do not approve a Payment Agreement unless you are sure all the details are correct.

If you think the payment amount, frequency or any other detail presented in a Payment Agreement is incorrect, you should decline the Payment Agreement and contact the relevant Merchant or Payment Initiator to have them resubmit a new Payment Agreement with the correct details.

By approving a Payment Agreement, you:

- authorise us to collect, use and store your name and Account details and other details about you and the Payment Agreement from and in the Mandate Management Service; and

- acknowledge that these details may be disclosed to NPP Australia Limited (who operates the Mandate Management Service) and the financial institution or payment processor for the Merchant or Payment Initiator for the purposes of creating payment instructions and constructing NPP Payment messages, enabling us to make PayTo Payments from your Account and for related purposes; and
- consent to us, other financial institutions and payment processors, NPP Australia Limited, Merchants and Payment Initiators using and disclosing such of your personal information as is contained in a Payment Agreement record in the Mandate Management Service as contemplated by the NPP regulations and procedures.

9.3 Payments

By authorising a Payment Agreement you instruct us to make PayTo Payments from your Account in accordance with the Payment Agreement each time a PayTo Payment is requested by the Merchant or Payment Initiator who is a party to the Payment Agreement or their financial institution or payment processor.

It is your responsibility to ensure you have sufficient funds in your Account to process each PayTo Payment. We are not required to make a PayTo Payment if there are insufficient cleared funds in your Account at the time the PayTo Payment is requested

9.4 Amending a Payment Agreement

We are not able to amend any other terms of the Payment Agreement including the details of the Merchant or Payment Initiator.

A Payment Agreement can be amended from time to time by the Merchant or Payment Initiator.

If a Merchant or Payment Initiator seeks to amend a Payment Agreement, we will notify you of the amendment and request that you approve or decline the amendment. We will record whether you approved or declined the Payment Agreement amendment request in the Mandate Management Service.

If you think the payment amount, frequency or any other detail presented in a Payment Agreement amendment request we provide to you for approval is incorrect, you should decline the amendment request and contact the relevant Merchant or Payment Initiator to have them resubmit a new amendment request with the correct details. We cannot change the details in an amendment request.

If you do not respond to a Payment Agreement amendment request within 5 calendar days it will expire and it will be treated as being declined by you.

We will record whether you approve or decline a Payment Agreement amendment request in the Mandate Management Service.

If you approve a Payment Agreement amendment request, the amendment will be effective once we record your approval in the Mandate Management Service.

If you decline a Payment Agreement amendment request, the Payment Agreement will not be affected by the amendment request and will continue as if the amendment request had not been submitted

9.5 Pausing or resuming a Payment Agreement

You can pause a Payment Agreement, or resume a paused Payment Agreement, in Bendigo e-banking or by contacting us. We will promptly act on your instruction to pause or resume a Payment Agreement by updating the Mandate Management Service. The Merchant or Payment Initiator who is a party to the Payment Agreement will be notified each time you pause or resume a Payment Agreement.

A Payment Agreement may also be paused or resumed by the relevant Merchant or Payment Initiator. We will notify you each time a Payment Agreement is paused or resumed by the Merchant or Payment Initiator.

We may also pause any Payment Agreement that has been setup using a PayID if the PayID is locked or closed. If we do, we will resume the Payment Agreement once the PayID is unlocked or we obtain instructions from you that otherwise enables the Payment Agreement to be resumed (unless the Payment Agreement has since been cancelled). We will notify you if we pause or resume a Payment Agreement and the Merchant or Payment Initiator associated with the Payment Agreement will also be notified each time we pause or resume a Payment Agreement.

While a Payment Agreement is paused, we will not process any PayTo Payment requests we receive pursuant to the Payment Agreement. PayTo Payments will resume once a paused Payment Agreement is resumed.

Warning! Although pausing a Payment Agreement will stop related PayTo Payments being made from your Account, doing so may breach the terms of your agreement with the relevant Merchant or Payment Initiator or you may be required to make payment in some other way. We suggest that you ensure you understand the consequences of pausing a Payment Agreement before you do so and, if necessary, contact the relevant Merchant or Payment Initiator.

We will not be liable to you or any other person for any loss that you or any other person suffers as a result of a Payment Agreement being paused by you or the Merchant or Payment Initiator.

9.6 Transferring a Payment Agreement

It is not currently possible to transfer a Payment Agreement between accounts with us or another financial institution. If you want to change a Payment Agreement, including to change it from one account to another, you will need to contact the Merchant or Payment Initiator through whom the Payment Agreement was set up.

9.7 Cancelling a Payment Agreement

You can cancel a Payment Agreement at any time in Bendigo e-banking or by contacting us. We will promptly act on your instruction to cancel a Payment Agreement by updating the Mandate Management Service. The Merchant or Payment Initiator associated with your Payment Agreement will then be notified that you have cancelled the Payment Agreement.

A Payment Agreement may also be cancelled by the relevant Merchant or Payment Initiator. We will notify you if a Payment Agreement is cancelled by the Merchant or Payment Initiator.

We may also cancel any Payment Agreement that has been setup using a PayID if the PayID is closed, unless we agree otherwise with you. We will notify you if we cancel a Payment Agreement and the Merchant or Payment Initiator associated with the Payment Agreement will also be notified that the Payment Agreement has been cancelled.

Warning! Although cancelling a Payment Agreement will stop related PayTo Payments being made from your Account, doing so may breach the terms of your agreement with the relevant Merchant or Payment Initiator or you may be required to make payment in some other way. We suggest that you ensure you understand the consequences of cancelling a Payment Agreement before you do so and, if necessary, contact the relevant Merchant or Payment Initiator.

We will not process any PayTo Payment requests we receive from the Merchant or Payment Initiator pursuant to a Payment Agreement after it has been cancelled.

We will not be liable to you or any other person for any loss that you or any other person suffers as a result of a Payment Agreement being cancelled by you or the Merchant or Payment Initiator.

9.8 Migration of Direct Debit arrangements

If you have an existing direct debit arrangement with a Merchant or a Payment Initiator, the Merchant or Payment Initiator may choose to create a Payment Agreement for the direct debit arrangement to process payments as PayTo Payments instead of through the direct debit system.

If a Merchant or a Payment Initiator does this, you will receive notice from them that your future payments will be migrated to PayTo and you will then have the option of telling the Merchant or Payment Initiator that you do not consent.

If you do not advise the Merchant or Payment Initiator that you do not consent to your direct debit arrangement being migrated to PayTo, the Merchant or Payment Initiator may create a Payment Agreement in the Mandate Management Service that reflects the terms of your direct debit service agreement and the Payment Agreement will be deemed to have been approved by you. We will not seek your approval of a Payment Agreement that relates to a migrated direct debit arrangement.

Once the Payment Agreement has been created by the Merchant or Payment Initiator, you and the Merchant or Payment Initiator will be able to amend, pause and resume and cancel a Payment Agreement that has been established to migrate a direct debit arrangement in the same way as any other Payment Agreement as set out above.

By permitting the creation of a Payment Agreement for a direct debit arrangement (by not contacting the Merchant or Payment Initiator and telling them that you do not consent), you:

- authorise us to collect, use and store your name and Account details and other details about you and the Payment Agreement from and in the Mandate Management Service;
- acknowledge that these details may be disclosed to NPP Australia (who operates the Mandate Management Service) and the financial institution or payment processor for the Merchant or Payment Initiator for the purposes of creating payment instructions and constructing NPP Payment messages, enabling us to make PayTo Payments from your Account and for related purposes; and
- consent to us, other financial institutions and payment processors, NPP Australia Limited, Merchants and Payment Initiators using and disclosing such of your personal information as is contained in a Payment Agreement record in the Mandate Management Service as contemplated by the NPP regulations and procedures.

9.9 General PayTo Obligations

We will accurately reflect all information you provide to us in connection with a Payment Agreement in the Mandate Management Service.

You must:

- ensure that all information and data you provide to us or to any Merchant or Payment Initiator that is authorised to use PayTo is accurate and up-to-date;
- not use PayTo to send threatening, harassing or offensive messages to a Merchant, Payment Initiator or any other person;
- where we allow you to provide a payment description or reference in connection with a Payment Agreement, ensure that it does not contain, refer to or link to:
  - any swearing, profanity or offensive, discriminatory, threatening or abusive content;
  - any information that is confidential or must be kept secret;
  - sensitive personal information of any person (including information or an opinion about a person's racial or ethnic origin, political opinions or membership of a political association, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record and health information);
  - anything which infringes the intellectual property rights of any person; or
  - anything which is illegal or seeks to promote illegal activity;
- comply with all applicable laws in connection with your use of PayTo;
- promptly consider, action and respond to any Payment Agreement creation request, amendment request or other notification we send you (if you use the Bendigo Bank app, we recommend that you allow notifications from it on your device to ensure that you promptly receive and are able to respond to such requests and notifications in a timely way);
- immediately notify us if you no longer hold or have authority to operate the Account from which payments under a Payment Agreement you have approved or permitted to be created are being or are to be made;
- promptly notify us if you receive a Payment Agreement creation request or amendment request or become aware of PayTo Payments being processed from your Account that you are not expecting, or experience any other activities that appear suspicious or erroneous;
- promptly notify us if you become aware of a PayTo Payment being made from your Account that is not permitted under the terms of your Payment Agreement or that was not authorised by you; and
- comply with any direction we give you where doing so is necessary for us to comply with our obligations relating to PayTo including under the NPP regulations and procedures.

You are responsible for complying with the terms of any agreement that you have with the Merchant or Payment Initiator who is a party to a Payment Agreement (including any payment and notice giving obligations or termination requirements) and for dealing with the Merchant or Payment Initiator in relation to any concerns or complaints you have in relation to any goods or services relating to the Payment Agreement.

From time to time, we may request that you confirm that one or more of your Payment Agreements are accurate and up-to-date. You must promptly action and respond to any such request. If you fail to do so, we may pause the relevant Payment Agreement(s).

We may monitor your Payment Agreements for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreements if we reasonably suspect misuse, fraud or security issues. We will promptly notify you if we pause or cancel a Payment Agreement for these purposes but only if we are legally permitted to do so. You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a Payment Agreement for misuse, fraud or for any other reason.

If you notify us of a PayTo Payment being made from your Account that is not permitted under the terms of your Payment Agreement or that was not authorised by you and submit a claim, we will respond to your claim within 10 business days and, if the claim is founded, we will refund the PayTo Payment to your Account.

9.10 Liability for PayTo

To the maximum extent permitted by law, we will not be liable to you or any other person for any loss suffered as a result of:

- processing payments under a Payment Agreement which you have approved or are deemed to have approved;
- you failing to properly consider or promptly respond to any Payment Agreement creation request or amendment request we send you;
- you failing to properly consider and action any notification we send you in relation to any Payment Agreement;

- you or a Merchant or Payment Initiator pausing, resuming or cancelling a Payment Agreement; or
- any delay or failure in respect of a Payment Agreement or a PayTo Payment being processed due to the unavailability or failure of the Mandate Management Service, except to the extent such loss is caused by us failing to comply with our obligations relating to PayTo under these Terms and Conditions.

We do not exclude any liability to you for loss or damage to you arising directly from the fraud, negligence or wilful misconduct of us, our employees or agents or a receiver appointed by us.

10. BPAY and BPAY View

This 'BPAY and BPAY View' section applies to BPAY Payments and BPAY View which may be used in Bendigo e-banking and Bendigo Phone Banking. See the terms and conditions for your Account to determine whether BPAY Payments and BPAY View are available for your Account.

10.1 BPAY Payments

We are a member of the BPAY scheme and we subscribe to BPAY Payments. BPAY Payments is an electronic payments service available using Bendigo e-banking or Bendigo Phone Banking.

You can ask us to make payments on your behalf to organisations who are set up to receive BPAY Payments ("**Billers**"). BPAY Payments also allows you to receive or access bills or statements electronically (BPAY View) from participating Billers nominated by you by:

- opening an email sent to you whenever a bill or statement is received by us with a link to our Bendigo e-banking website; or
- accessing our website and choosing to pay the BPAY Payment electronically using Bendigo e-banking or Bendigo Phone Banking.

We are not acting as your agent or the agent of a Biller when we make a BPAY Payment on your behalf.

We will tell you if we are no longer a member of the BPAY Scheme and can no longer offer you access to BPAY Payments.

10.2 Making a BPAY Payment

BPAY Payments can be made by you using:

- Bendigo e-banking; or
- Bendigo Phone Banking.

You must abide by the terms and conditions that apply to your chosen method when making a BPAY Payment.

When you tell us to make a BPAY Payment, you must provide us with the following information so that we can make the BPAY Payment from your Account:

- Your Account to which the BPAY Payment is to be debited;
- The BPAY Biller Code of the Biller you want to pay;
- Your Customer Reference Number for the Biller; and
- The amount of the BPAY Payment.

We will then debit your Account with the amount of the BPAY Payment.

If you tell us to make a future-dated BPAY Payment you must also provide us with the date on which you want the payment to be made. If you tell us to make a recurring BPAY Payment you must tell us when the first payment is to be made, how frequently you want payments to be made and, if relevant, details about when you want the payments to stop.

For future-dated and recurring BPAY Payments, we will debit your Account with the amount of the BPAY Payment on the day the BPAY Payment is to be made.

You acknowledge that we are not obliged to process a BPAY Payment if you do not give us all of the above information or if any of the information you give us is inaccurate. We will not make a BPAY Payment if there are insufficient cleared funds in the specified Account at the time you have told us to make that payment.

Regardless of when an immediate BPAY Payment is made, the Account to which you want us to debit the BPAY Payment will be debited immediately.

We acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between us and the Biller.

We will treat your instruction to make a BPAY Payment as valid if, when you provide that instruction, you comply with security procedures as set out in these Terms and Conditions.

You should notify us immediately if you become aware that you may have made a mistake when instructing us to make a BPAY Payment, or if you did not authorise a BPAY Payment that has been made from your Account.

10.3 Processing BPAY Payments

Billers who participate in BPAY Payments have agreed that a BPAY Payment you make will be treated as received by the Biller to whom it is directed:

- on the date you make that BPAY Payment, if you tell us to make the BPAY Payment before our BPAY Cut-Off Time on a business day; or
- on the next business day, if you tell us to make a BPAY Payment after our BPAY Cut-Off Time on a business day, or on a non business day.
- A delay may occur in processing a BPAY Payment where:
- the day after you tell us to make a BPAY Payment is not a business day;
- you tell us to make a BPAY Payment on a day which is not a business day;
- you tell us to make a BPAY Payment after our BPAY Cut-Off Time on a business day;
- another financial institution participating in BPAY Payments does not comply with any applicable obligations relating to BPAY Payments; or
- a Biller fails to comply with any applicable obligations relating to BPAY Payments.

A. While we don't expect that delays in processing for any reason set out above will continue for more than one business day, it is possible that delays may continue for a longer period.

B. You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY Payment for an incorrect amount which is less than the correct amount, you can make another BPAY Payment for the difference.

C. We will not accept an order to stop a BPAY Payment once you have instructed us to make that BPAY Payment except for future-dated payments which can be cancelled before the due payment date.

10.4 BPAY Cut-Off Times

Our BPAY Cut-Off Time each business day (Monday – Friday excluding public holidays) is 6:30pm (AEST / AEDT).

10.5 Suspension of BPAY

We may suspend your right to participate in BPAY Payments (including BPAY View) at any time, if you are suspected of acting in a fraudulent manner.

10.6 BPAY View

Registering for BPAY View

You need to register in order to use BPAY View. You can register for the BPAY View service in Bendigo e-banking.

By registering for BPAY View you:

- agree that we may disclose the following information to Billers you nominate for BPAY View:
  - your personal information (for example you name, email address and the fact that you are our customer) as necessary to enable Billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to use BPAY View); and
  - if you no longer want to or are able to receive electronic bills.
- agree to us or a Biller collecting data about whether you access your emails, Bendigo e-banking and any link to a bill or statement;
- state that, where you register to receive a bill or statement electronically through BPAY View, you are entitled to receive that bill or statement from the applicable Biller; and
- agree to receive bills and statements electronically in Bendigo e-banking and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. For the purposes of this clause, we are the agent for each Biller nominated by you as above.

In order to gain access to the BPAY View service you will need an email address. If you do not have an email address linked to Bendigo e-banking you will need to provide an email address, or contact us to register an email address before you can access BPAY View.

You acknowledge and accept that anyone with your Bendigo e-banking Access ID and Password will be able to access BPAY View.

You authorise us to act upon all instructions given to us by you in Bendigo e-banking using your Bendigo e-banking Access ID and Password, and that, subject to the other provisions of these Terms and Conditions, you are liable for any such instructions.

Nominating Billers

You must nominate the BPAY View Billers you wish to receive bills and statements from. You can delete a BPAY View Biller from your list of nominated BPAY View Contacts at any time in Bendigo e-banking. The deleted BPAY View Biller will be notified immediately.

Viewing bills

You may, at any time, start to receive paper bills and statements from a Biller instead of electronic bills and statements through BPAY View:

- at your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
- by de-registering from BPAY View;
- if we receive notification that your email inbox is full, so that you cannot receive any email notification of a bill or statement;
- if your email address is incorrect or cannot be found and your email is returned to us undelivered;
- if we are aware that you are unable to access your email or Bendigo e-banking or a link to a bill or statement for any reason; or
- if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for longer than the period specified by the applicable Biller.
- By using BPAY View you agree that:
- if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
  - when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
  - at the email address used by you to register for BPAY View;
- if you receive notification in Bendigo e-banking that you have a bill or statement without an email, then that bill or statement is received by you whether or not you choose to access Bendigo e-banking;
- bills and statements delivered to you remain accessible in Bendigo e-banking for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not; and
- you will contact the Biller direct if you have any queries in relation to bills or statements.

You must regularly check your emails and Bendigo e-banking (at least weekly) and provide us with an email address which can receive email notifications. You must tell us if any of your contact details change or if you are not able to access your email or Bendigo e-banking.

Billing Errors

A BPAY View billing error means any of the following:

- if you have successfully registered with BPAY View:
  - failure to give you a bill (other than because you failed to view an available bill);
  - failure to give you a bill on time (other than because you failed to view an available bill on time);
  - giving a bill to the wrong person; or
  - giving a bill with incorrect details; and
  - if your BPAY View deregistration has failed for any reason:
- giving you a bill if you have unsuccessfully attempted to deregister.

If a BPAY View billing error occurs, you must immediately upon becoming aware of the billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable Biller and obtaining a correct copy of the bill. The party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable Biller due to any consequential late payment as a result of the billing error.

You agree that you are responsible for a billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View.

10.7 Biller no longer able to process a BPAY Payment

If we are notified that your BPAY Payment cannot be processed by a Biller, we will:

- advise you of this;
- credit your account with the amount of the BPAY Payment; and
- take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.

10.8 Privacy under the BPAY scheme

If you use BPAY Payments you:

- agree to our disclosing to Billers nominated by you and if necessary the entity operating BPAY Payments (BPAY Pty Ltd) or any other participant in BPAY Payments and any agent appointed by any of them from time to time, including BPAY Group Limited, that provides the electronic systems needed to implement BPAY Payments:

  - such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of BPAY Payments;
  - such of your transactional information as is necessary to process your BPAY Payments and your use of BPAY View. Your BPAY Payments information will be disclosed by BPAY Pty Ltd, through its agent, to the Biller's financial institution and your information necessary to process your use of BPAY View will be disclosed by BPAY Pty Ltd, through its agent, to the Biller; and
  - the fact you do not want or cannot receive electronic statements.
- You can request access to your information held by BPAY Pty Ltd or its agent, BPAY Group Limited, by emailing privacy@bpay.com.au or writing to BPAY at PO Box H124, Australia Square NSW 1215, or by referring to the procedures set out in their privacy policy.
- The privacy policy of BPAY Pty Ltd and BPAY Group Limited is available of their website at www.bpay.com.au and contains information about how you may complain about a breach of the Privacy Act 1988 (Cth), and the process by which your complaint will be handled.
- If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY Payment or use of BPAY View.

10.9 Liability for mistaken BPAY payments, unauthorised BPAY Payments and fraud

You must notify us immediately if you:

- become aware that you may have made a mistake when instructing us to make a BPAY Payment;
- did not authorise a BPAY Payment from your Account;
- believe a BPAY Payment was not processed in accordance with your instructions (including delays); or
- think you have been fraudulently induced to make a BPAY Payment.

If a BPAY Payment is made from your Account without your knowledge or consent, liability for that unauthorised BPAY Payment will be determined in accordance with this clause. We will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme unless these terms and conditions or an applicable law or industry code provides otherwise.

Mistaken BPAY Payments

If a BPAY Payment is made to a Biller or for an amount which is not in accordance with your instructions and your Account was debited for the amount of that payment, we will credit the amount of that BPAY Payment to your Account. If you were responsible for the mistake resulting in the BPAY Payment and we cannot recover that amount within 20 business days from the date we attempt to recover it, you will be liable for the amount of the BPAY Payment and we may debit it to your Account.

Unauthorised BPAY Payments

If you tell us that a BPAY Payment made from your Account was unauthorised, you must give us your written consent addressed to the Biller who received that BPAY Payment consenting to us obtaining from the Biller information about your Account with that Biller or the BPAY Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY Payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify the BPAY Payment.

If a BPAY Payment is made in accordance with an instruction we believed was made or authorised by you but wasn't, we will credit your Account with the amount of that unauthorised payment.

However, you will be liable for the amount of the unauthorised payment and we may debit it to your account if:

- we cannot recover that amount within 20 business days of us attempting to do so; and
- the BPAY Payment was made as a result of an instruction which didn't comply with our requirements.

If we are able to recover part of the amount of the BPAY Payment from the person who received it, you must only pay us the amount that we are not able to recover.

Fraudulent BPAY Payments

If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the whole amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment that is not refunded to you by the person that induced the fraud.

We are not liable for any consequential loss or damage you suffer as a result of using BPAY Payments, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

No refunds will be provided through BPAY Payments where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

If your BPAY Payment has been made using a credit card, there are no chargeback rights available in relation to the BPAY Payment. You must contact the Biller about any goods or services you may have agreed to acquire from the Biller and resolve any dispute directly with the Biller. Even if you have used a credit card to make a payment, you may still have rights under the 'Disputing transactions and refunds and chargebacks' clause or the 'Liability for Transactions' clause below.

11. Automatic payments

This 'Automatic Payments' section applies to any Automatic Payments you set up for your Account. See the terms and conditions for your Account to determine whether Automatic Payments are available for your Account.

You must have sufficient funds available in your Account from which an Automatic Payment will be made, to enable the Automatic Payment to be made.

In relation to any Automatic Payment that falls due on a day other than a business day, we will process the payment on the previous business day. You must have sufficient funds available in your Account from which an Automatic Payment will be made on that day, to enable the Automatic Payment to be made.

We will not process an Automatic Payment if you do not have sufficient funds in your Account.

11.1 Periodical payments

A periodical payment facility allows us to make a payment from your Account to another account with us or with another financial institution or to a third party. You will need to request that we set up this facility by visiting one of our branches.

To set up a periodical payment you must tell us:

- the Account to which you want to debit the periodical payment;
- account information about the person or business to whom you wish to transfer funds to, including the correct BSB and account number of the account which you wish to transfer funds; and
- the amount of the Transaction.

We will process each periodical payment according to the instructions you give us when you set up the periodical payment facility.

We will attempt to make the periodical payment from your Account before 8.00am for three consecutive days. If these attempts are unsuccessful, we will make a final attempt on the fourth day. If this is still unsuccessful we will tell you that no more attempts will be made and you should arrange payment in another way.

11.2 Sweep facility

A sweep facility allows us to make a payment from your Account to a Bendigo credit card or another account you hold with us. You will need to request that we set up this facility by visiting one of our branches.

To set up a sweep facility you must tell us:

- the Account to which you want to debit funds from;
- account information about the person or business to whom you wish to transfer funds to, including the correct BSB and account number of the account which you wish to transfer funds to; and
- the amount of the Transaction

We will process each sweep payment according to the instructions you give us when you set up the sweep facility.

On the payment due date we will only attempt payment once. If the payment is unsuccessful, we will tell you that no more attempts will be made and you should arrange payment in another way. A Sweep Facility Rejection fee may apply (see our Fees and Charges Documents).

If you have insufficient funds in your Account on three consecutive payment due dates, the sweep facility authority will be cancelled, and you will be notified in writing.

11.3 Direct debits

A direct debit facility allows us to make a payment from your Account to a merchant or other organisation who you have entered into a direct debit request service agreement with.

Setting up a direct debit

A direct debit is set up by the merchant who you are paying. The direct debit request service agreement between you and the merchant will outline the terms and conditions that apply to the direct debit payments.

Cancelling a direct debit

You can request that we cancel a direct debit arrangement at any time by visiting a branch or contacting us through a secure message in Bendigo e-banking. We will promptly process a request to cancel a direct debit. We cannot guarantee your direct debit cancellation request will be actioned within one business day. If you have a direct debit due, we suggest you contact the merchant directly.

Migrating a direct debit arrangement to PayTo

If you have authorised a merchant or other third party to debit your account as a direct debit arrangement and the merchant or third party migrates the direct debit arrangement to PayTo, the direct debit arrangement will cease to be a direct debit arrangement and will instead be treated as a PayTo Payment Agreement (see clause 9.8 for more information about PayTo and Migrated DDRs)

11.4 Liability for Automatic Payments

To the extent permitted by law and subject to any other provisions of these Terms and Conditions, we are not liable for any loss or damage you suffer as a result of using an Automatic Payment facility or any delay, omission or failure in respect of any related payment.

Without limitation, this includes if you request that we make a payment to an account held with another financial institution:

- any delay or failure to make a payment which results from a technical failure in the system we use to make a payment from your Account to another financial institution; and
- any omission, delay or failure on the part of the other financial institution in processing that payment.

We do not exclude any liability to you for loss or damage to you arising directly from the fraud, negligence or wilful misconduct of us, our employees or agents or a receiver appointed by us.

If we debit or credit your Account under an Automatic Payment arrangement we are not acting as your agent or the agent of another person.

12. Telegraphic Transfers

This 'Telegraphic Transfers' section applies if you request that we make a Telegraphic Transfer from your Account on your behalf or if you receive a Telegraphic Transfer to your Account.

Fees and charges for Telegraphic Transfers are set out in our Fees and Charges Documents.

12.1 Making a Telegraphic Transfer

You can request that we make a Telegraphic Transfer from your Account in Bendigo e-banking or by visiting a Bendigo Bank branch. To make a Telegraphic Transfer you must provide us with the following information:

- the Account from which you authorise us to debit the Telegraphic Transfer and any related fees;
- your full name and residential street address;
- the amount of the Telegraphic Transfer (in Australian dollars or the foreign currency equivalent);
- the currency that the Telegraphic Transfer is to be made in;
- the name and street address of the beneficiary's bank;
- the BSB, routing number or equivalent of the beneficiary's bank;
- the beneficiary's account number or International Bank Account Number; and
- the beneficiary's full name and residential street address.

You are responsible for ensuring that all information that you provide to us is correct. We may disclose this information to any person who we need to in order to process the requested Telegraphic Transfer and where required to do so by Australian or foreign laws.

We will not process a Telegraphic Transfer if you do not provide us with the information required or if there are insufficient cleared funds available in your Account.

We will use our best endeavours to process a Telegraphic Transfer.

We reserve the right to refuse to make a Telegraphic Transfer at our discretion. We do not have to provide reasons for doing so.

12.2 Receiving a Telegraphic Transfer

To receive funds to your Account through a Telegraphic Transfer you will need to provide the remitter with the following details:

- the name of the Account the funds are to be credited to;
- your residential street address;
- your Bendigo Bank account number;
- Bendigo Bank BSB – 633000; and
- Bendigo Bank Swift Code - BENDAU3B.

12.3 Cut-off times and processing

Telegraphic Transfers may only be processed on business days. Our daily processing cut-off time for Telegraphic Transfers is 3pm AEST/AEDT on each business day. If we accept a request from you to process a Telegraphic Transfer on a day that is not a business day or after the above-mentioned cut-off time on a business day, the Telegraphic Transfer will not be processed until the next business day.

A Telegraphic Transfer will typically be received by the beneficiary within two to seven business days of processing. However, delays in the processing of a Telegraphic Transfer may occur where there is a public or bank holiday during the period in which the Telegraphic Transfer is being processed by us, the recipient's bank, or any other intermediary.

We are not responsible for any delays caused by circumstances beyond our control and we accept no liability for any loss of any kind whatsoever (including any consequential loss and expense) resulting from a delay caused by circumstances beyond our control.

12.4 Foreign currency conversion

We recommend that you make a Telegraphic Transfer in the currency used by the beneficiary's bank. If we cannot process the Telegraphic Transfer in that currency we recommend that United States Dollars (USD) or Australian Dollars (AUD) be used.

Telegraphic Transfers in foreign currencies will be converted from Australian Dollars at our applicable foreign exchange rate on the day of processing by us. Any foreign exchange rate indicated prior to the processing date is indicative only. We are not responsible for fluctuations in foreign exchange rates.

12.5 Recalls and trace requests

You can ask us to recall a Telegraphic Transfer, including if you make a mistake. If you wish to recall a Telegraphic Transfer we recommend you do so as soon as possible after making the Telegraphic Transfer. A recall may need to be converted back to Australian Dollars at the foreign exchange rate that applies at the time the recall is processed. This may result in a significant loss for you.

We will attempt to recall the Telegraphic Transfer for one calendar month. After this time the recall will be deemed unsuccessful.

You can ask us to trace a Telegraphic Transfer to determine if the beneficiary has received the funds. We do not recommend making a trace request until at least 7 days after the day that we processed the Telegraphic Transfer. Response times for trace requests are determined by the beneficiary's bank and any intermediaries and may take up to 30 business days.

Fees and charges for recalls and trace requests are set out in our Fees and Charges Documents.

12.6 Future-dated or recurring Telegraphic Transfers

We will only make one attempt to process a Telegraphic Transfer. If a Telegraphic Transfer is not processed (such as where you have not provided the information needed, or there are insufficient cleared funds in your Account to make the Telegraphic Transfer) you will need to make a new Telegraphic Transfer request.

The foreign exchange rate and the fees and charges for a Telegraphic Transfer will be the foreign exchange rate and the fees and charges that apply on the date we process the Telegraphic Transfer.

12.7 Fees and charges

Fees and charges for Telegraphic Transfers are debited to your nominated Account at the time the Telegraphic Transfer is processed by us

Fees and charges for recalls and trace requests are debited to your Account at the time the recall or trace request is processed by us.

We may also charge an amendment fee if you request that we amend any details relating to a Telegraphic Transfer provided by you after we have processed the Telegraphic Transfer.

The beneficiary's bank and any other intermediaries may also deduct fees and charges from the proceeds of the Telegraphic Transfer, for amending a Telegraphic Transfer, or for rejecting a Telegraphic Transfer, from the funds we transfer. These fees and charges are not disclosed to us and we are not responsible for them. Any fees and charges deducted will reduce the amount of the Telegraphic Transfer that is received by the beneficiary.

13. Confirmation of Payee service

13.1 Using the Confirmation of Payee service when making a payment

If you make a payment using a BSB and account number, we may use the Confirmation of Payee service to provide you with a view on the likelihood that the account name you have entered matches the account you are paying to.

If we indicate to you that the Confirmation of Payee service result does not match and we allow you the option of proceeding with the payment, you should check the account details with the intended recipient before proceeding with the payment. We may decline to process a payment where the Confirmation of Payee service result does not match and we consider it reasonably necessary to do so to avoid you or us suffering loss or being victim to fraud or a scam.

At all times it remains your responsibility to ensure that the BSB and account number you are using to make a payment are correct irrespective of any Confirmation of Payee service match result we share with you and your liability for payments will not be affected by any Confirmation of Payee match result we share with you.

You must not misuse the Confirmation of Payee service or try to use it in breach of these terms and conditions or for any purpose other than confirming the name for the account you intend on making a payment to.

Without limiting any other right we have under these terms and conditions, we may limit or suspend your ability to make payments or use a payment facility or access method if we reasonably believe you are misusing the Confirmation of Payee service in breach of these terms and conditions.

13.2 Sharing your account details through the Confirmation of Payee service

We'll ensure your account details, including your name, are accurately recorded by us (based on the information you have provided to us and any verification we have undertaken) for the use of the Confirmation of Payee service.

You must promptly notify us of any changes to your name and provide us with any evidence of your name change that we reasonably request.

You authorise and consent to:

- us using and disclosing your account details (including your name) with the Confirmation of Payee service;
- us and other financial institutions who process payments to or from your account using the related transaction details (including any name included with a payment instruction) with the Confirmation of Payee service;
- payers' financial institutions using and disclosing your account details (including your name) for the purposes of the Confirmation of Payee service and prior to making payments to you; and
- your account details (including your name) and transaction details being disclosed, stored and used in connection with the Confirmation of Payee service in accordance with the industry rules, regulations and procedures that apply to the Confirmation of Payee service.

13.3 Opt-out requests

You may request that we withhold from sharing your account details with the Confirmation of Payee service for an account if there are special circumstances and it is reasonably necessary to withhold your account details to protect your safety or security (an opt-out request). We will only agree to an opt-out request if we agree that special circumstances exist and it is reasonably necessary to protect your safety or security.

If we agree to an opt-out request:

- payers may not be able to confirm your account details through the Confirmation of Payee service when making payments to your account;
- we may still disclose your account details (including your name) to other financial institutions through the Confirmation of Payee service to facilitate their fraud checking processes (but they will not share your details with payers);
- we may still disclose your account details (including your name) through the Confirmation of Payee service for them to be shared with some government agencies to confirm your identity in relation to payments they are making to you;

- financial institutions who process payments to or from your account may still use the related transaction details (including any name included with a payment instruction) with the Confirmation of Payee service; and
- you can request to opt your account back in to sharing your account details with the Confirmation of Payee service at any time.

14. Transaction limits and processing

We may decide, in our discretion, the order in which any Transaction is processed.

In our discretion, we may impose daily or other periodic limits that apply to your use of Payment Facilities in relation to an Account and change the limits from time to time. We will give you notice of changes to the limits that apply as set out in the 'Changes to Bendigo Payment Facilities' clause below, and our right to make these changes is subject to the conditions in that clause.

Unless we agree with you or notify you otherwise, the following limits apply:

Limit	Description of how limit applies
Cash out limit	The maximum amount you may withdraw in cash at an ATM or EFTPOS terminal in a day is $1,000.00 (AUD) per Debit Card.
Pay Anyone Limit	The maximum daily Pay Anyone limit of up to $50,000 per Access ID may be set by contacting us over the phone. If you require a Daily Pay Anyone limit of greater than $50,000 for your Access ID, you will be required to apply in branch.
Osko and Fast Payment Limit	Payments made by Osko and Fast Payments have a set daily limit of $30,000 per Access ID despite any higher Pay Anyone limit you might have.

We are not required to authorise or process any Transaction which would cause you to breach any of the above limits.

15. Records of transactions

When you use our equipment (including Bendigo e-banking or Bendigo Phone Banking) to perform a Transaction we will provide you with a record for that Transaction (which may be an electronic record that you can save or print) unless you tell us that a record is not required.

You agree that where we are required to provide you with a confirmation of a Transaction relating to a Payment Facility it may be provided to you by Bendigo e-banking or Bendigo Phone Banking if you have access to either of those services. You may also request confirmation of a Transaction at any of our branches.

Transactions performed using a Payment Facility will also be recorded on statements we give in relation to the relevant Account. See the terms and conditions for the Account for details about how and when we will give statements.

We strongly advise you to check and keep all Transaction records in a safe place. Transaction records may be needed to complete tax returns, confirm payments have been made, and check any amounts that are owing.

If you misplace any Transaction records or need us to provide you with information about any of your Transactions, we can help by conducting a search of our records. A fee may apply for this service to cover our costs. Current fees and charges are set out in our Fees and Charges Documents.

We cannot provide you with copies of merchant transaction vouchers.

16. Disputing transactions and refunds and chargebacks

16.1 Disputing transactions

You may dispute a Transaction if you think:

- it is an Unauthorised Transaction;
- the amount debited to your Account is different to the amount authorised;
- related goods or services have not been provided or were different to the description;
- related goods have been returned and the amount has not been refunded to your Account;
- the Transaction is mistakenly debited to your Account more than once; or
- you otherwise think we can claim a refund (chargeback) on your behalf under the rules of that apply to the payment system or scheme through which the Transaction was processed.

You must advise us immediately if you want to dispute a Transaction so that we may investigate it. Any delay may impact our ability to investigate or resolve the disputed Transaction in your favour.

As part of our investigation we may require you or a third party to provide us with information or documents. You authorise us to write to a third party on your behalf if we require such information or documents.

While we investigate a disputed Transaction, the Transaction will remain debited to your account.

We will keep you informed of the progress of all disputes and investigations. However we may not notify you or keep you informed of certain investigations and disputes where we reasonably determine that doing so will, or is likely to, compromise the integrity of the investigation or any relevant payment system.

Following our investigation we will advise you of the outcome of our investigation.

If we determine a disputed Transaction in your favour, we will refund the Transaction amount to your Account and make any necessary adjustments to any interest and fees charged to your Account as a result of the Transaction.

If you disagree with our decision, you may request an internal review or lodge a complaint (see the 'Make a complaint' section below).

16.2 Refunds and chargebacks

Depending on the Payment Facility you have used, sometimes the rules applying to the relevant payment system or scheme set out specific circumstances and timeframes in which we can claim a refund (sometimes this is called a 'chargeback') in respect of a disputed Transaction on your behalf.

We will claim a refund or chargeback in relation to a Transaction where we agree, based on our investigation, that a refund or chargeback right exists and you have disputed the Transaction within the applicable timeframe.

Where a refund or chargeback right exists, the timeframes for us to process a refund or chargeback request varies between 45 days and 120 days, depending on the type of Transaction.

We will only accept a refusal of a refund or chargeback request by the financial institution of the other party to the Transaction if we think it is consistent with the applicable payment system or scheme rules.

No refund or chargeback rights exist in in relation to a BPAY Payment. You must resolve any dispute with the biller directly with the biller.

You may dispute a Transaction as an Unauthorised Transaction even if a refund or chargeback right does not exist.

17. Keeping your payment devices secure

The security of your Payment Facilities and all Debit Cards (including Debit Card details), bank cheques, Access IDs, PINs and Passwords is very important.

This clause sets out important safeguards you must follow in relation to your Debit Cards, Debit Card details, bank cheques, Access IDs, PINs, Passwords, devices used to perform Transactions. You may be liable for losses from Unauthorised Transactions which you contribute to by not complying with these safeguards, or your liability may be higher than it would have been if you had complied with them.

You must ensure that you:

- keep any Debit Cards in a safe space and regularly check that you have the Debit Card in your possession;
- keep any Debit Card, Access ID, Password and PIN secure and protected;
- do not disclose your PIN or Password to any person, including a family member, friend or representatives of the Bank;
- do not give your Debit Card details to any person, except a merchant you a performing a Transaction with;
- do not allow any person to observe or hear your PIN or Password;
- do not record your PIN or Password on a device (including a Debit Card) used to perform a Transaction or keep
  a record carried with the device or on anything that may be lost or stolen at the same time as the device;
- do not select a PIN that is easily identified with you such as your date of birth, your name or part of it or your phone number;
- do not select a PIN that is a common or easily guessed combination such as repeated or consecutive numbers such as 5555 or 1234;

If you record your PIN or Password you must make a reasonable attempt to protect the security of that record by disguising or preventing unauthorised access to the PIN or passcode. A reasonable attempt might include, but is not limited to:

- hiding or disguising the PIN or Password record among other records;
- hiding or disguising the PIN or Password record in a place where a passcode record would not be expected to be found;
- keeping a record of the PIN or Password record in a securely locked container; or
- preventing unauthorised access to an electronically stored record of the PIN or Password record.

We will never ask for your PIN or Password, or any other security information relating to a Payment Facility, by email, SMS or when speaking to our staff. We will also never ask you to log in to Bendigo e-banking from a link provided in an email or SMS. If you ever receive such a request, you should not provide the information or click on the link. You should always access Bendigo e-banking through our website or using the Bendigo Bank app.

You must immediately tell us if you know or suspect:

- a Debit Card or bank cheque is lost or stolen;
- a device on which you have installed the Bendigo Bank app has been lost or stolen;
- an Access ID, PIN or Password has become known to someone else, or a record of it has been lost or stolen;
- a Debit Card, Debit Card details or your Account have been used without your permission; or
- a Transaction has been made which you did not authorise.

Failure to notify us or delay in notifying us of the above may result in you being liable for losses from Unauthorised Transactions or your liability may be higher than it would have been if you had you promptly notified us.

18. Liability for transactions

18.1 Authorised Transactions

You are responsible and liable for all Authorised Transactions.

18.2 Unauthorised Transactions

If the ePayments Code applies, we will determine your liability for losses relating to Unauthorised Transactions consistently with the ePayments Code.

Subject to the ePayments Code, you will be liable for Unauthorised Transactions as follows:

You will not be liable and we will refund an Unauthorised Transaction where:	You will be liable and we will not refund an Unauthorised Transaction where:
· you and the other persons you authorised to make transactions did not cause or contribute to it in any way; · it was caused by fraud or negligence by our employees or agents or those of a merchant; it was performed using a forged, faulty, expired or cancelled Payment Device, Access ID or Passcode; · it was performed using a Payment Device or Passcode before you received the Payment Device or Passcode; · it results from the same transaction being debited more than once; · it was performed using a Payment Device after we were informed that the Payment Device had been misused, lost or stolen; · it was performed using a Passcode after we were informed that the security of the Passcode had been compromised; or · you are otherwise not liable and entitled to a refund under the ePayments Code.	· You or another person you authorised to make transactions caused or contributed to it occurring by: · acting fraudulently: · disclosing a Passcode to someone (including a family member or friend); · writing or recording a Passcode on a Payment Device that was used with the Passcode to perform the Transaction, or recording all Passcodes required to perform the Transaction (without a Payment Device) together, without making a reasonable attempt to protect the security of the Passcode(s); · acting with extreme carelessness in failing to protect the security of all Passcodes required to perform the Transaction; · selecting a numeric Passcode that represents your/their birth date or an alphanumeric Passcode that is a recognisable part of your/their name; · leaving a card in an ATM; · delaying telling us about the misuse, loss, theft or compromise of security of a Payment Device or Passcode; or · for Business Accounts only, by letting someone else use your card. Unless the ePayments Code applies and provides otherwise, in each of the abovementioned cases you will be liable for the full amount of your loss resulting from an Unauthorised Transaction. Where the amount of your loss exceeds the amount you are liable for under the ePayments Code, we will refund you the difference.

In any case not covered by the circumstances set out above, your liability for an Unauthorised Transaction will be capped at $150.00.

18.3 System or equipment malfunction

If the ePayments Code applies, notwithstanding any other provision of these Terms and Conditions, you are not liable for loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a Transaction accepted by the system or equipment in accordance with the authorised instructions.

However, where you or the person making the transaction should reasonably have been aware that a system or equipment was unavailable or malfunctioning, our liability to you will be limited to correcting any errors and refunding any fees or charges imposed on you.

19. Our liability to you

To the maximum extent permitted by law, we will not be liable to you for any direct or indirect loss, damage, cost, or expense you suffer as a result of:

- you using a Payment Facility in breach of these Terms and Conditions;
- us performing a Transaction you have authorised in accordance with your instructions;
- you giving us inaccurate or incomplete instructions using a Payment Facility;
- us exercising any right we have in relation to the Payment Facility (including under these Terms and Conditions);
- a Payment Facility being unavailable or unable to be used due to an unexpected outage or system malfunction or any circumstances outside of our reasonable control;

- any failure of an Access ID, PIN, one-time PIN or Password to permit you to access Bendigo e-banking, the Bendigo Bank app, or Bendigo Phone Banking
- any failure, malfunction, delay or error (for any reason) of any equipment, system or software which is not controlled or provided by or on behalf of us (including, without limitation, electronic equipment, the telephone, internet-enabled device, software and telecommunications and internet services you use to access Bendigo e-banking (including the Bendigo Bank app) or Bendigo Phone Banking; or
- disclosure of your personal information or other information relating to your accounts through Bendigo e-banking, or Bendigo Phone Banking where the information has been obtained by or in conjunction with any person using your Access ID, PIN, or Password, or any unauthorised access to your information transmitted by us through Bendigo e-banking, or Bendigo Phone Banking in relation to your account.

The above exclusion of liability does not exclude our liability to you in relation to any loss, damage, charge, expense, fee or claim suffered or incurred by you as a result of fraud, negligence or wilful misconduct of us, our employees or agents or a receiver appointed by us.

The above exclusion of liability also does not exclude our liability to you in relation to damages resulting from a malfunction of a system or equipment provided by any party to a shared electronic network, however caused. However, where you should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to:

- correcting any errors; and
- refunding any fees or charges imposed.

20. Suspending, blocking and cancelling your Payment Facility

20.1 When Transactions may be blocked

We may hold, block or decline any Transaction where we reasonably believe:

- the Transaction is in breach of these Terms and Conditions or the law; or
- doing so is necessary to ensure we comply with our legal obligations; or
- doing so is necessary to prevent us or you suffering loss (for example, where we suspect the Transaction may be an Unauthorised Transaction or fraudulent).

20.2 Our right to suspend or cancel your Payment Facility

We may decide to suspend or cancel any Payment Facility at any time.

We will give you 30 days' prior notice of our decision to suspend or cancel your Payment Facility before we action our decision. However, we may give you less notice or no advance notice of our decision to suspend or cancel a Payment Facility if it is reasonable for us to do so, including if:

- you have, in our opinion, materially breached these Terms and Conditions;
- you have not provided us with information that we have asked you to provide;
- you lose a physical device related to a Payment Facility or it is stolen or misused (or we reasonably believe this to be the case);
- the Payment Facility is being used without your authority or fraudulent activity has occurred (or we reasonably believe this to be the case);
- you abuse a member of our staff;
- we reasonably suspect that you, or someone acting on your behalf, is being fraudulent;
- you are using the Payment Facility in a manner that will or is likely to affect our ability to continue providing the Payment Facility to you or other Payment Facilities to other customers;
- we have received notice of your mental incapacity, bankruptcy, or death;
- we become aware of a dispute which in our opinion has a bearing on the Payment Facility;
- we reasonably believe doing so is necessary to prevent us or you suffering loss;
- we close or suspend access to your Account;
- we consider it necessary to ensure the security, integrity, quality or reliability of our systems or payment platforms; or
- we are required to do so by law or a court order.

If we do not give you notice before we suspend or cancel your Payment Facility will tell you as soon as reasonably possible after we do so.

If we decide to reinstate your access, we may impose reasonable conditions on your use of the relevant Payment Facility to:

- prevent us or you suffering loss; or
- protect the security or quality of our payment platforms.

If we have suspended your access to Bendigo e-banking as a result of misuse or fraudulent activity (or where we reasonably believe this to be occurring), we may require you to use firewall software, anti-virus software, and update your operating system on any device used by you to access Bendigo e-banking. We may also require proof that an independent third party IT professional has analysed your electronic equipment and has appropriately remediated any security issues before your access to Bendigo e-banking will be re-instated.

20.3 Your right to suspend or cancel a Payment Facility

You can ask us to suspend or cancel a Payment Facility at any time by contacting us. We may require a reasonable period to process your request to suspend or cancel a Payment Facility.

20.4 Consequences of suspending a Payment Facility

If your Payment Facility is suspended you will not be able to make any Transactions using the Payment Facility until it is re-activated.

20.5 Consequences of cancelling your Payment Facility

If your Payment Facility is cancelled:

- you will remain liable for all Transactions and everything that has occurred in relation to your Payment Facility up to the time we process the cancellation;
- we may dishonour or refuse any Transaction performed using the Payment Facility after it has been cancelled; and
- if the Payment Facility is a Debit Card, you must immediately return the Debit Card to us or destroy it if we request that you do so.

21. How we will communicate with you

You agree that we may give you notices and other documents and notifications relating to your Payment Facility (all, 'communications'):

- by sending the communication to you by email to the email address you last told us is your email address;
- by making the communication available for you to view in Bendigo e-banking (including in the Bendigo Bank app);
- by sending the communication to you by SMS message to the mobile number you last told us is your mobile telephone number;
- by sending the communication to you by prepaid post to the residential or postal address you last told us is your residential or postal address;
- by including the communication in or with another communication we give you (such as a Statement of Account); or
- where the communication does not include your personal information:
  - by publishing it in a nationally published newspaper; or
  - by publishing it on our publicly available website and notifying you that it has been published by one of the other methods described in this clause.

You must:

- ensure the email address, residential telephone number, mobile telephone number, residential address and postal address we have recorded for you in our system are all current at all times and immediately advise us of any changes to these contact details; and
- regularly check your email and SMS inboxes and Bendigo e-banking to view the communications we give you.
- If you do not ensure the contact details we have for you are current, you may not receive communications that we send to you. We are not required to contact you or send a communication to you in a different way if your contact details are no longer current.

22. How you can communicate with us

You can contact us by speaking to an employee at any of our branches, using the contact details at the end of this document, or by any other means permitted by law.

23. Changes to Payment Facilities

23.1 Changes we may make without your consent

Acting reasonably, and to the extent permitted by law and applicable codes of practice, we may change these Terms and Conditions from time to time without your consent or further agreement.

We can only make changes to the extent reasonably necessary to protect our legitimate interests, or to benefit you, including:

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

If you are unhappy with changes we make, please contact us to discuss them. You also have the right to cancel a Payment Facility at any time (see 'Your right to suspend or cancel a Payment Facility' below).

23.2 Notice of changes

We will tell you about changes as soon as reasonably possible.

If the following table requires we give you advance notice of a change, we will give you advance notice of a change. However, we may give you a shorter notice period or no notice of a change if:

- it is reasonable for us to manage a material and immediate risk; or
- it is a change to or introduction of a government charge that you pay directly, or indirectly, in relation to your Account. In that case, we will tell you about the change or introduction reasonably promptly after the government notifies us (however, we do not have to tell you about it if the government publicises the introduction or change).

	Type of Change	Advance notice required?
a)	Any change that is an increase in fees or charges	Yes, 30 days
b)	Any change that increases your liability for losses relating to transactions	Yes, 30 days
c)	Changes to Payment Facility functionality or eligibility	Yes, 30 days
d)	Changes to a limit on Transactions, a Payment Facility, or electronic equipment used to make a transaction	Yes, 30 days
e)	Any other change to these Terms and Conditions that we believe is unfavourable to you (apart from a change in Government charges payable directly or indirectly by you)	Yes, 30 days if it is unfavourable to you
f)	Any other change	No.

24. Make a complaint

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.

You can raise a complaint with us by:

- speaking to a member of staff directly
- telephoning 1300 236 344
- website www.bendigobank.com.au/contact-us/make-a-complaint/
- secure email – by logging into e-banking
- contacting us through a Bendigo Bank social media channel
- contacting the Customer Resolutions at:
  Reply Paid PO Box 480
  Bendigo VIC 3552
  Email: feedback@bendigoadelaide.com.au

If you are not satisfied with the response provided you can refer your complaint directly to the appropriate External Dispute Resolution (EDR) scheme.

We are a member of the Australian Financial Complaints Authority (AFCA). You can contact AFCA at:

- GPO Box 3, Melbourne Vic 3001
- Telephone: 1800 931 678
- Email: info@afca.org.au
- Web: www.afca.org.au

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if, or when the time limit relevant to your circumstances expire.

If your complaint relates to how we handle your personal information you can also contact the Office of the Australian Information Commissioner (OAIC):

- GPO Box 5218, Sydney NSW 2001
- Telephone: 1300 363 992
- Email: enquiries@oaic.gov.au
- Web: www.oaic.gov.au

25. Privacy

We are committed to ensuring your privacy is protected.

Our Privacy Policy contains important information about how we manage your personal information including information about:

- the type of personal information we collect and hold;
- the purposes for which we collect, hold, use and disclose personal information;
- disclosure overseas;
- how to make a complaint;
- our privacy contact details; and
- how to access and correct personal information.

We update our Privacy Policy from time to time. Our current Privacy Policy is published on our website at www.bendigobank.com.au/privacy-policy and is available upon request in any of our branches.

26. General

26.1 Joint and several liability

If there is more than one you, each of you is liable to us jointly and severally for all amounts owed under and in respect of these Terms and Conditions.

26.2 Limitation on indemnities and exclusions of liability

You are not liable to us under any indemnity contained in these Terms and Conditions in relation to any loss, damage, charge, expense, fee or claim suffered or incurred by us as a result of fraud, negligence or wilful misconduct of us, our employees or agents or a receiver appointed by us.

Any term in these Terms and Conditions which excludes our liability to you does not exclude any liability we may have to you directly as a result of fraud, negligence or wilful misconduct of us, our employees or agents or a receiver appointed by us.

Any indemnity or exclusion of liability only applies to the extent that it is lawful and consistent with the Banking Code of Practice and the ePayments Code (where it applies).

26.3 Interpretation and severability

These Terms and Conditions must be interpreted as necessary to be valid, enforceable and in compliance with applicable laws. If that is not possible, any part of these Terms and Conditions that is void, unenforceable or in breach of applicable law is excluded from these Terms and Conditions and the remainder of these Terms and Conditions continues in full force and effect.

26.4 How we exercise our rights

We may exercise a right or remedy or give or refuse our consent in any way we consider appropriate including by imposing reasonable conditions.

If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.

We may only exercise our rights under a term in these Terms and Conditions to the extent (if any) reasonably necessary to protect our legitimate interests. This clause applies to a term in these Terms and Conditions, despite any other term, if it:

- is subject to unfair contract terms legislation; and
- is to our advantage; and
- causes a significant imbalance in the rights and obligations of you and us under these Terms and Conditions; and
- would cause detriment to you if we applied the term or relied on the term.

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

Our rights and remedies under these Terms and Conditions are in addition to other rights and remedies provided by law.

We are not liable for any loss caused by us exercising, attempting to exercise, failing to exercise or delaying the exercise of any right or remedy we have in connection with a Payment Facility. However, this will not reduce our liability in respect of any loss, cost, liability or expense caused by the fraud, negligence or wilful misconduct of us or our employees, contractors and agents or any receiver appointed by us.

26.5 Assigning rights

We may assign our rights, powers and discretions and remedies relating to your Payment Facility without your consent and without notice to you.

We may disclose any information and documents about you and your Payment Facility to any assignee of our rights under these Terms and Conditions or any person considering becoming an assignee.

Your rights and obligations relating to your Payment Facility are personal to you and cannot be assigned without our written consent.

26.6 Waivers must be in writing

A waiver of any of our rights under these Terms and Conditions does not occur unless we give it to you in writing.

26.7 Applicable law

If you reside in Australia, these Terms and Conditions are subject to the laws of the State or Territory of Australia in which you reside at the time you accept these Terms and Conditions.

Otherwise, these Terms and Conditions are subject to the laws of the Australian State or Territory in which our registered office is located at the time you accept these Terms and Conditions.

26.8 Compliance with Anti-money laundering and counter-terrorism financing and other laws

If we believe doing so is necessary in order to comply with our legal obligations, we may:

- require you to provide us or otherwise obtain any additional documents or information relating to a Transaction;
- Suspend, block or delay Transactions, or refuse to provide services to you; and
- Report any, or any proposed, Transaction or activity to anybody we are legally required to report Transactions to.

You must comply with reasonable directions we give you which are necessary for us to comply with our legal obligations in relation to a Payment Facility.

27. Understanding these Terms and Conditions

27.1 Definitions

In these Terms and Conditions, the following definitions apply, unless the context requires otherwise:

Term	Meaning
Access ID	The Access ID we provide to use to access Bendigo Phone Banking and/or Bendigo e-banking.
Account	The account a Payment Facility is provided in relation to being a type of Account referred to in the 'These Terms and Conditions' clause of these Terms and Conditions. Account types that include 'Bendigo' are issued by Bendigo Bank whereas Account types that include 'Sandhurst' are interests or investment in a managed fund issued by Sandhurst Trustees Limited ABN 16 004 030 737 AFSL 237906.
Additional Cardholder	A person who has been authorised as an Additional Cardholder under the terms and conditions that apply to an Account.
ATM	An Automatic Teller Machine.
Authorised Signatory	A person who has been authorised as an Authorised Signatory under the terms and conditions that apply to an Account.
Authorised Transaction	A Transaction: · you make or authorise; · made with your knowledge and consent; or · that is performed by another person you have authorised or are taken to have authorised to make transactions or operate your Account under these terms and conditions or other relevant terms and conditions (including our Digital Wallet Terms of Use).
Authorised User	A person who has been authorised as an Authorised User under the terms and conditions that apply to an Account.
Automatic Payment	Direct debits, periodical payments and sweep facilities.
Bendigo Bank app	The Bendigo Bank apps we publish and make available for download through the Apple App store or Google Play or any similar application store to access Bendigo e-banking.
Bendigo Bank ATM	A Bendigo Bank-branded ATM provided by us.
Bendigo Bank, we, us, and our	Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL 237879 of The Bendigo Centre, Bendigo VIC 3550, the issuer of the Payment Facilities.
Bendigo e-banking	Our Internet banking service we make accessible through a web browser at www.bendigobank.com.au or by using a Bendigo Bank app.
Bendigo Phone Banking	Our Bendigo Phone Banking service we make available to you by calling 1300 236 344.
BPAY	BPAY Pty Ltd ABN 69 079 137 518.
BPAY Group Limited	BPAY Group Pty Ltd ABN 60 003 311 644.

Term	Meaning
BPAY Payment	A payment which you have instructed us to make through BPAY Payments to billers who can accept payments made to them through that scheme.
BPAY Scheme	The Scheme operated by BPAY which governs BPAY Payments and Osko.
BSB	The Bank/State/Branch number associated with your Account.
Business Account	An Account that is: · in the name of a company or other entity that is not an individual; or · in the name of an individual but is of a type that we promote as being designed primarily for use by a business and is established primarily for business purposes.
Card	A debit card or credit card we have issued.
Card Scheme	The payment network relevant to a Card.
Confirmation of Payee service	The banking industry initiative that enables payers making payments using a BSB and account number to confirm the account name associated with the account.
Debit Card	A Debit Mastercard, Youth Debit Mastercard, or an Easy Money card. In these Terms and Conditions, 'Debit Card' also includes a credit card that we issue where we have setup the card to allow you to use it to access an Account (for example, if we link an Account to a credit card as the savings account or cheque account). These Terms and Conditions do not apply to such a credit card when it is being used to access credit (see your credit card terms and conditions).
Digital Wallet	Digital wallet apps (software) that we support from time to time (see our website for the full list).
Direct Entry Payment	An electronic transfer of funds processed through the Bulk Electronic Clearing System (BECS) operated by Australian Payments Network Limited.
Fast Payment	A transfer of funds processed through the NPP which does not use Osko.
Fees and Charges Documents	Our following fees and charges documents: · Our Schedule of Fees, Charges and Transaction Account Rebates, which sets out the fees and charges that apply when you use a Payment Facility in relation to a Personal Account; and Our Business Fees and Charges document, which sets out the fees and charges that apply when you use a Payment Facility in relation to a Business Account. Both Fees and Charges Documents are available on our website.
Foreign currency Transaction	A Transaction which is conducted: · in a currency other than Australian dollars (AUD); or · in Australian dollars (AUD) with a merchant (including an online merchant) who is outside of Australia.
MFA	The multi-factor authentication options we make available for you to use from time to time as described in the "Multi-factor authentication" clause in these Terms and Conditions.
Osko	The Osko payment service provided by BPAY.

Term	Meaning
Osko Payment	An electronic transfer of funds processed through the New Payments Platform using Osko.
Passcode	A password or code that you must keep secret and may be required to authenticate a Transaction for you. A Passcode includes any PIN, Password and codes we provide to you for authentication purposes.
Password	The word or numbers and/or letters nominated by you that may be required for identification purposes in order to access your Account or to access Bendigo e-banking.
Pay Anyone	The Pay Anyone service provided in Bendigo e-banking.
Payment Device	A device that is used to perform a Transaction that we give to you or another person who is authorised by us and you to perform Transactions.
Payment Facility	Each of the payment facilities referred to in the 'These Terms and Conditions' clause of these Terms and Conditions.
Personal Account	An Account that is in the name of an individual and is not a Business Account.
PIN	Your Personal Identification Number for use with a Payment Facility including a PIN for use with a Debit Card or Bendigo Phone Banking, any one-time passcode we send you in connection with MFA and any four-digit PIN you set in the Bendigo Bank app.
Telegraphic Transfer	An electronic transfer of funds in Australian dollars (AUD) or a foreign currency processed using the SWIFT payment network.
Terms and Conditions	The terms and conditions set out in this document.
Transaction	A transaction performed or attempted to be performed using a Payment Facility or on your Account.
Unauthorised Transaction	A Transaction that is not an Authorised Transaction.
you and your	Each account holder for each Account that may be accessed by a Payment Facility and each person to whom we issue a Payment Facility including any Authorised Signatories, Authorised Users and Additional Cardholders to whom a Payment Facility is issued.

27.2 Rules for interpreting these Terms and Conditions

In addition to the definitions above, the following rules apply to interpreting these Terms and Conditions, unless the context requires otherwise:

- headings are for convenience only and do not affect the interpretation of these Terms and Conditions;
- words importing the singular include the plural and vice versa;
- words of one gender include any gender;
- reference to the terms and conditions for your Account includes the Product Disclosure Statement for your Account if there is one;
- reference to legislation or codes includes any amendment to it, any legislation or code substituted for it, and any subordinate legislation made under it;
- reference to a person includes a corporation, joint venture, association, government body, firm and any other entity;
- reference to a party includes that party's personal representatives, successors and permitted assignees;
- reference to a thing (including a right) includes a part of that thing;
- reference to two or more persons means each of them individually and any two or more of them jointly;
- the terms 'includes', 'including', 'e.g.' and 'such as' or any similar expression are not used as, or intended to be interpreted as, terms of limitation;

- if a party comprises two or more persons:
  - reference to a party means each of the persons individually and any two or more of them jointly;
  - promise by that party binds each of them individually and all of them jointly;
  - a right given to that party is given to each of them individually; and
  - a representation, warranty or undertaking by that party is made by each of them individually;
- a provision must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed from these Terms and Conditions and the remainder of these Terms and Conditions continue with full force and effect;
- reference to a business day is a reference to a day that is not a Saturday, a Sunday or a national public holiday
  in Australia;
- if a something is to be done on a day which is not a business day, it must be done on the Business Day before
  that day; and
- another grammatical form of a defined expression has a corresponding meaning.

Contact us

Visit us in person at your nearest
Bendigo Bank branch

Call **1300 236 344**

bendigobank.com.au

The Bendigo Centre
PO Box 480, Bendigo VIC 3552

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