Important Information

Personal Loans Changes Booklet

Bendigo Bank

Contents

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

- Bendigo Personal Loan

Introduction

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

- Bendigo Unsecured Personal Loan;
- Bendigo Secured Personal Loan;
- Bendigo Green Unsecured Personal Loan or
- Bendigo Green Secured Personal 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 personal loans

Part B provides information about the changes to your personal loan if it is transitioning to a Bendigo Unsecured Personal Loan; Bendigo Secured Personal Loan; Bendigo Green Unsecured Personal Loan or Bendigo Green Secured Personal Loan.

Part C
Bendigo Personal Loan Terms and Conditions, Bendigo Credit Guide and Lending Fees & Charges

Part C contains a copy of the terms and conditions that will apply from the transition date if you have a personal loan that is transitioning to a Bendigo Unsecured Personal Loan; Bendigo Secured Personal Loan; Bendigo Green Unsecured Personal Loan or Bendigo Green Secured Personal 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.

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 RACQ 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 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.

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.

Other payments to your account

Direct credits to your accounts

We will take reasonable steps (to the extent possible) to arrange for direct credits which have been setup for your existing RACQ Bank account details to be redirected to your corresponding Bendigo Bank account details for a limited time after the transition date and 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 credit arrangement may require your authorisation to update the direct credit arrangement.

Examples of direct credits that may be setup 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 credits setup 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 credits. You must not use your RACQ Bank account numbers to receive payments to your accounts.

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 ones 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 personal loans

This part describes the changes that apply to your existing personal loan if it is transitioning to a Bendigo Unsecured Personal Loan; Bendigo Secured Personal Loan; Bendigo Green Unsecured Personal Loan or Bendigo Green Secured Personal Loan.

Changes to terms and conditions

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

From the transition date, the terms and conditions of your personal loan are varied so that the terms and conditions set out in the Bendigo Personal Loan Terms and Conditions (31 March 2026) (including the Electronic Banking Conditions of Use set out in that document) together with the relevant details set out in this booklet and any other notices we give you will apply to your personal loan. A copy of those terms and conditions is included in Part C of this booklet.

Those terms and conditions refer to a “Loan Schedule” and incorporate information set out in the “Loan Schedule”. No “Loan Schedule” will be prepared for your personal loan. Instead, any reference in those terms and conditions to a “Loan Schedule” or information contained in a “Loan Schedule” is to be read as a reference to 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 Credit Guide (31 March 2026) and the fees and charges detailed in the Lending Fees & Charges (May 2024) will apply in relation to your Personal Loan Account.

Copies of the Personal Loans Terms and Conditions (31 March 2026), the Bendigo Credit Guide (31 March 2026) and the Lending Fees & Charges (May 2024) have been published on our website at and are available on request. By using a Payment Facility we make available to you (for example, by logging into Bendigo e-banking) you confirm your agreement to these terms and conditions. Please read 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 Personal Loan 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 the terms and conditions document, 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 or your” in the Bendigo Personal Loan Terms and Conditions (31 March 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 Personal Loan Terms and Conditions (31 March 2026), as at the transition date, this is the amount of the credit limit that applied to your personal loan immediately before the transition date.

The credit provider for the loan is taken to be Bendigo Bank – a division of Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL/Australian Credit Licence 237879.

Changes to credit fees and charges

On the transition date, the fees and charges that are payable by you in relation to your personal loan will change. For the purposes of clause 4.1(b) of the Bendigo Personal Loan Terms and Conditions (31 March 2026), the credit fees and charges will be as follows.

Monthly service fee

No monthly service fee will apply to your personal loan account.

Other fees and charges

From the transition date, the following fees and charges will be payable by you in relation to your personal loan and will replace the current fees and charges that apply:

Fee	Amount
Bank Cheque Fee Payable each time we draw a bank cheque in connection with your Personal 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 e-banking.	$0.00
Manual Redraw Fee Payable each time we agree to a redraw request you make otherwise than through Bendigo 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 $50.00 or more. Once payable, the fee continues to be payable every 30 days until you remedy your default.	$35.00

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

IMPORTANT: *Where your personal loan currently has a variable interest rate.*

From the transition date this variable rate will cease, and your personal loan will have a fixed interest rate.
This fixed rate:

A. will be the same rate as the variable rate that applied to your personal loan immediately before the transition date; and
B. will continue for your full loan term (unless we otherwise notify you that we have varied the terms and conditions of your personal loan).

Where your personal loan currently has a fixed interest rate.

From the transition date your loan will continue at the same fixed rate as applied immediately before the transition date. This fixed rate will continue for your full loan term (unless we otherwise notify you that we have varied the terms and conditions of your personal loan).

For more information about how your interest rate is calculated please see the following clause in the Bendigo Personal Loan Terms and Conditions (31 March 2026) which are included in Part C of this booklet:

- Clause 2 (Interest Charges);

Changes to when interest is debited

There will be no change 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 loan term and repayments

There will be no change to the term of your personal loan as part of the transition of your personal loan. For the purposes of the Bendigo Personal Loan Terms and Conditions (31 March 2026), the loan term will end on the same day as your current loan term, and this is taken to be the loan term.

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 personal loan. For the purposes of clause 6.1 of the Bendigo Personal Loan Terms and Conditions (31 March 2026), the repayment amount and due date under that clause for your personal loan will be taken to be the amounts and dates that apply immediately before the transition date.

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. 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 Personal Loan Terms and Conditions (31 March 2026) which are included in Part C of this booklet:

- Clause 6 (Repayments);
- Clause 21 (Notices, Other Communications and Serving Documents); and
- Clause 22 (Changes).

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 e-banking or Bendigo 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 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 access and payment methods will be issued to you as outlined in Part A.

Please see clause 29 of the Bendigo Personal Loan Terms and Conditions (31 March 2026) which are included in Part C of this booklet for details of the Electronic Banking that will be available for your Loan Account from the transition Date.

Changes to redraw facilities

From the transition date, your personal loan will have a redraw facility and clause 7 of the Bendigo Personal Loan Terms and Conditions (31 March 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 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.

To enable redraw on your Personal Loan account you can contact us from the transition date.

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

Please see the following sections and clauses in the Bendigo Personal Loan Terms and Conditions (31 March 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 6 (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;
- Section 7 (Redraw Facility) – which describes changes we may make relating to your redraw facility;
- Clause 4.4 (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
- Section 22 (Changes) – 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 section 21 (Notices, other communications and serving documents) 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 personal loan as set out in clause 21 (Notices, Other Communications and Serving Documents) of the Bendigo Personal Loan Terms and Conditions (31 March 2026) which are included in Part C of this booklet.

Subject to any legal requirements that provide otherwise, from the transition date, we may communicate with you by notice:

- given to you personally or left at:
  - i (if you are an individual) your residential or business address last known to us; or
  - ii (if you are a body corporate) your registered office by leaving it with one of your officers; or
  - iii any address specified by you; or
- sent by prepaid post or electronically (such as by email) to any of those places; or
- given by any other means permitted by law

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

Please ensure the contact details we have recorded for you are correct and promptly notify us of any changes to your contact details.

Changes to defaults

The situations in which you are in default under your personal loan contract have changed. You should read clause 9 of the Bendigo Personal Loan Terms and Conditions (31 March 2026). In particular, you may now be in default because of actions by or the circumstances of a guarantor of the personal loan, or because of changes in the legal or beneficial management or control of you or a guarantor or a business of you or a guarantor.

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 personal 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 personal loan as at the transition date are "Security" for the purposes of the Bendigo Personal Loan Terms and Conditions (31 March 2026).

All guarantees that apply to your personal loan as at the transition date are guarantees, and the persons giving those guarantees are guarantors, for the purposes of the Bendigo Personal Loan Terms and Conditions (31 March 2026).

If your loan is secured by a security interest over personal property and we have registered the security interest on the Personal Property Securities Register (PPSR), although there will be no change to any security that secures your loan, as part of the transition we may transfer the PPSR registration from its existing PPSR Secured Party Group to another. Where this occurs we will provide you, as grantor, with a copy of the associated PPSR Verification Statement by publishing it on a website and notifying you of how you can access it unless you contact us and request a paper copy (in which case a paper copy will be provided to you).

Part C

Bendigo Credit Guide

31 March 2026

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

Bendigo Credit Guide.

31 March 2026

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 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 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:

Alternatively you can contact us via:

- Telephone 1300 236 344
- The Bendigo Bank website at
- 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
- 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 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 appropriate External Dispute Resolution scheme.

We are a member of the Australian Financial Complaints Authority (AFCA). You can contact AFCA at:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
Telephone: 1800 931 678
Email: info@afca.org.auWebsite:
Website: Australian Financial Complaints Authority (AFCA)

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: enquiries@oaic.gov.au
Website: 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 our external resolution provider, the Australian Financial Complaints Authority (refer section titled 'Make a complaint' for details).

Personal Loans

Terms & Conditions

31 March 2026

Contents

Bendigo Personal Loan.
Terms & Conditions.

31 March 2026

Bendigo and Adelaide Bank Limited
The Bendigo Centre
Bendigo VIC 3550
Telephone 1300 236 344
ABN 11 068 049 178.
AFSL/Australian Credit Licence 237879

Banking products are products of Bendigo and Adelaide Bank.

Personal Loan Contract Terms and Conditions

This document does not contain all of the information. We must give You before You enter into this Contract. The rest of the information is in the Loan Schedule. The Contract consists of both documents. They should be read together. You should read these documents carefully. You should also keep the documents for Your future reference.

The meaning of words printed with capitalised first letters (Like This) and some other key words are explained at the end of these Terms and Conditions.

1. What we lend and when

1.1 We agree to lend You the Amount Of Credit.

1.2 We can debit all or any part of the Amount Of Credit to Your Loan Account. We can debit it (so that You pay interest charges on the amount) on the day We lend You the amount (if We pay You the amount by posting a cheque, this is the day We post the cheque).

If Our solicitors provide or are to provide any of the Amount Of Credit to You or at Your request (such as on the settlement of a property purchase), the day We lend You the amount is the day We provide the funds to Our solicitors.

1.3 However, We only have to lend the Amount Of Credit if We have received:

- a each Security and any documents We require in relation to any Security; and
- b evidence of any insurance We require; and
- c any report or valuation We require; and
- d any certificate of independent advice from a solicitor We require; and
- e any certificate of financial advice from a financial adviser We require; and
- f any other document or information We reasonably require; and
- g evidence that You have paid or have made satisfactory arrangements to pay any applicable conveyance or transfer stamp duty, registration fee or similar impost in connection with each Security.

1.4 We can end this Contract before We have lent You the Amount Of Credit if:

- a any of the items listed in clause 1.3 are not provided to Us or are not paid or are not satisfactory to Us; or
- b You or a Security Provider's financial circumstances have significantly changed since the Disclosure Date; or
- c any Security has been withdrawn or is otherwise ineffective; or
- d You or a Security Provider is Insolvent; or
- e You or a Security Provider is in default under this Contract or a Security; or
- f any information which You or a Security Provider gave to Us or which We have about You, a Security Provider or any Security is not correct or has changed since We obtained it.

1.5 We can end this Contract if You have not obtained any of the Amount Of Credit within 90 days of the Disclosure Date.

1.6 If this Contract is ended You must still pay all amounts You are required to pay up to that time under this Contract. If this Contract is ended before You have obtained any of the Amount Of Credit, or used a card or other means of obtaining credit provided to You by Us to acquire goods or services for which credit is to be advanced under the Contract, You must also pay all amounts You are required under this Contract to pay on the Settlement Date except for fees and charges in respect of any of Our Costs We no longer have to pay.

1.7 You must tell Us if anything has happened which prevents You from complying with Your obligations under this Contract or if there are changes to Your position as stated in all the declarations You have made to Us in connection with this Contract, including in the application form, before We lend You any of the Amount Of Credit.

1.8 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. You may accept Our offer and execute this contract electronically. At Our discretion We may require that You physically sign it. This contract may be executed in any number of counterparts. A counterpart may be in an electronic form. Together, all counterparts constitute one instrument. If this contract is executed in counterparts, it takes effect when We receive all counterparts executed by each of you.

2. Interest charges

2.1 Interest charges for each day are calculated on a daily basis by applying the Daily Percentage Rate to the Daily Balance.

2.2 Subject to clause 22, We can debit interest charges to Your Loan Account monthly on the last day of each month. We can also debit interest charges to Your Loan Account at the following times:

a immediately before We credit to Your Loan Account a payment that equals or exceeds the Loan Account Balance at that time; and

b on the day the Loan Account Balance becomes due under clause 9 of these Terms and Conditions.

2.3 The amount of interest charges debited will comprise the sum of interest charges calculated for each day in the period commencing on:

ain the case of the first interest debit, the Settlement Date;

botherwise, the day following the last day for which an interest charge was debited,

and ending:

a. where the interest charge debit takes effect earlier than immediately before the end of the day on which it was debited, the day before that day;

b. otherwise, the day on which the interest charge is debited.

2.4 Subject to clause 22, We can change the Annual Percentage Rate at any time except during a Fixed Rate Period. If any law regulates that change, We may only change to the extent permitted by, and subject to, the requirements of that law.

2.5 You can find out what any current reference rates under this Contract are by asking any of Our officers at any of Our branches or by telephoning Our customer service team on 1300 236 344. We publish Our reference rates in a major newspaper on the last day of publication each month.

2.6 For the purposes of payments under the Contract, a day ends at 5:00pm (AEST/AEDT).

3. Joint accounts

3.1 This clause 3 applies if more than one Person is named in the Schedule as "Customer".

3.2 Your liability under these Terms and Conditions is both joint and several. This means that each of You is liable both on Your own and together for the whole of any debit balance on Your Loan Account.

4. Fees and charges

4.1 You must pay to Us the following fees and charges (which are authorised by this Contract):

a Government Transaction Charges; and

b the credit fees and charges set out in the Loan Schedule which are payable at the times specified in the Loan Schedule; and

c any other standard fees and charges (apart from Credit Fees and Charges and Government Transaction Charges) We impose from time to time (see the Bendigo Bank Schedule of Fees, Charges and Transaction Rebates, as amended from time to time).

4.2 We can debit these fees and charges to Your Loan Account.

4.3 We can debit the Government Transaction Charges to Your Loan Account when the receipt or withdrawal to which those charges relate occurs.

4.4 Subject to clause 22, We can change the amount of any credit fee or charge or change this contract to impose a new credit fee or charge at any time without Your consent. If any law regulates a change, We may only make the change to the extent permitted by, and subject to, the requirements of that law.

4.5 Information on current fees and charges is available on request by asking any of Our officers at any of Our branches or by telephoning Our customer service team on 1300 236 344

5. What you owe us

Once We debit an amount to Your Loan Account, (if it is not already owed) You owe Us that amount.

6. Repayments

6.1 You must pay the repayments We determine at the times We determine. As at the Disclosure Date the repayments are those set out in the Loan Schedule and they must be paid at the times set out in the Loan Schedule.

6.2 You must pay Us the Loan Account Balance plus any amounts charged, accrued or payable but not yet debited to Your Loan Account at the end of the Loan Term if they have not become due and payable any earlier.

6.3 You can pay the Loan Account Balance at anytime. If You do this, You must also pay any amounts charged, accrued or payable but not yet debited to Your Loan Account at that time.

6.4 We do not treat a payment as made until We credit it to the Loan Account.

7. Redraw facility

7.1 Subject to this clause and the conditions in the Redraw Facility section of the Personal Loan Schedule, You may redraw money You have prepaid by:

- a completing and signing a Loan Redraw Request form; or
- b using Bendigo e-banking if You have completed an Application for Online Redraw form;
- c If there is more than one Borrower:
  - i the signatures of all Borrowers, are required on the Loan Redraw Request form or Application for Online Redraw form; and
  - ii on acceptance of the Application for Online Redraw form by Us, You in conjunction with any joint signatory will be able to authorise a redraw from Your Loan Account via Bendigo e-banking.

7.2 Any redraws will be debited to Your Loan Account and the balance of this account will increase accordingly and interest will accrue on this new balance from the date the redraw takes effect on Your Loan Account.

7.3 A fee may apply as outlined in the Financial Table Our Credit Fees and Charges.

7.4 We may refuse Your application, refuse any request for redraw, withdraw Bendigo e-banking access to redraw or withdraw Your right to redraw at any time without notice if:

- a any one of You ask Us to in writing or send a Secure Email of authorisation via Bendigo e-banking;
- b You are in default under Your personal loan as specified within item 9 of this document;
- c a variation to the terms of Your loan is being processed;
- d Your Loan Account has a nil or credit Balance,

Or at Our discretion, acting reasonably.

7.5 Where We consider it is reasonably necessary to protect Our legitimate interest, We may change redraw limits or impose new limits in the future:

- a by method of redraw;
- b for redraw by cash or by cheque or otherwise;
- c by number or amount or otherwise; and in relation to a particular period of time or otherwise.

  The redraw limits are set out in Redraw Facility Section of the Personal Loan Schedule. We will notify You of any change We make by giving You written notice of the change not later than 30 days before the change takes effect.

8. Sweep facility

We can give You a sweep facility. If We do then You may request Us to transfer payment from Your Loan Account to a Bendigo Visa Credit card or Bendigo Mastercard Credit card on any day during the term of this Contract an amount up to but not exceeding the amount by which

- i the Scheduled Balance on that day exceeds;
- ii the sum of the Daily Balance on that day and one repayment.

Only one attempt to transfer funds will be made and if unsuccessful, You will be notified in writing that no more attempts will be made. A fee as outlined in the Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates will be debited to Your Loan Account in these circumstances.

9. If you are in default

When are You in default?

9.1 You are in default if:

- a You do not pay, on or before its due date for payment, any amount payable to Us under this contract or a Security;
- b You are in default or an event of default, however described, occurs under any Security or any other contract or deed with Us;
- c You or any guarantor is or becomes insolvent;
- d another creditor commences legal proceedings against You or a guarantor to recover an overdue payment or takes any action to enforce Security over Your or a guarantor's assets;
- e We believe on reasonable grounds that You, Your agent or a guarantor has not complied with the law or any requirement of a statutory authority or it becomes unlawful for You or Us to continue with the loan that is the subject of this contract;
- f 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 this contract or a Security such as information given in an application form;
- g You use the Amount Of Credit for a purpose not approved by Us;
- h Your property or a guarantor's property is dealt with, or attempted to be dealt with, in breach of this contract, any Security or any other agreement or deed with Us without Our consent;
- i You or a guarantor do not provide financial information required to be provided by this contract or any Security;
- j f You or a guarantor carry on a business at or after the date of this contract, You or the guarantor (as the case may be) do not maintain a licence or permit necessary to conduct the business;
- k You or a guarantor do not maintain insurance required to be maintained under this contract or a Security;
- l legal or beneficial ownership or management control of You or a guarantor or a business of You or a guarantor changes without Our consent; or
- m the status, capacity or composition of You or a guarantor changes without Our consent.

What can happen then?

9.2 If You are in default, We may give You a default notice which tells You

- a that You are in default and why;
- b what action is necessary to remedy the default; and
- c that You have to remedy the default within a specified period (at least 30 days from the date of the default notice).

9.3 Subject to clause 9.4 below, if You do not remedy the default within the period specified in the default notice, at the end of that period the Loan Account Balance plus any amounts charged, accrued or payable but not yet debited to Your Loan Account automatically become due and payable.

9.4 If You are in default other than in the circumstances described in clauses 9.1(a) or 9.1(c) above, clause 9.3 above will only apply 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:

- a Your or a guarantor's ability to meet Your or their financial obligations to Us; or
- b Our credit or Security risk (or Our ability to assess these risks); or
- c in the circumstances described in clauses 9.1(e), 9.1(f) or 9.1(g) above, Our legal or reputation risk.

9.5 In the event of a breach, You must pay Us any expenses We incur in enforcing, attempting to enforce or taking any other action in connection with Our rights under this Contract or a Security. If the National Credit Code applies to this Contract, then in relation to such amounts, You are only required to pay Us any reasonable expenses We reasonably incur in enforcing this Contract or a Security. These expenses are payable when We ask.

9.6 Enforcement expenses include but are not limited to those reasonably incurred by the use of Our staff and facilities. We can debit these amounts to the Loan Account.

9.7 If enforcement expenses are debited to Your Loan Account they will become due and payable at the time they are debited.

9.8 Enforcement expenses include, in the case of any Security, Costs incurred in preserving or maintaining property subject to the Security such as paying insurance, rates or taxes for the property after a default where they are authorised by the Security. If the property the subject of a Security can be insured, You must ensure insurance over mortgaged property is taken and maintained. If You do not, We may take out that insurance and any premium We pay will be an enforcement expense.

10. What happens to payments we receive?

10.1 We may apply any payment or other credit We receive to any amount You owe under this Contract in any order We choose.

10.2 If You have any other credit Contract with Us and You make a payment to Us without telling Us how the payment is to be applied, We will apply the payment to all or any of the credit Contracts in any way We choose.

10.3 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 Ws 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).

11. Substituting security

11.1 You may ask Us in writing to allow You to substitute a new Security Interest for a Security. We do not have to agree but, if We do, We will almost certainly impose conditions.

11.2 Even if We agree to the substitution, the Security to be replaced is not affected until (and then only to the extent that) We give a written discharge for it.

12. Statements

We will send You statements of account six monthly. However, We need not send a statement of account if:

a We wrote off Your debt during the statement period and no further amount has been debited or credited to Your Loan Account during the statement period; or

b You have been in default under this Contract during the statement period and We have commenced enforcement proceedings.

A new statement period commences on the Settlement Date.

You can request a statement of account or query a transaction on Your statement of account at any time by contacting any of Our branches, by telephoning Our customer service team on 1300 236 344.

13. Inconsistency

13.1 If there is any conflict or inconsistency between the Loan Schedule, Terms and Conditions and any Security, those documents will prevail in that order to the extent of the inconsistency.

13.2 To the extent allowed by law and subject to clauses 16.5, 25.2, 25.3 and 25.4 this Contract prevails to the extent it is inconsistent with any law.

14. Banking code of practice

14.1 The Australian Banking Association's Banking Code of Practice as updated, and adopted by Us, from time to time sets out standards of practice and service in the Australian banking industry for individual and small business customers, and their guarantors. The relevant provisions of the Banking Code of Practice apply to the banking service outlined in these Terms and Conditions. You can obtain a copy of the Banking Code of Practice on Our website or from any of Our branches.

14.2 You can alter or stop a payment service by giving Us notice in writing. We can alter or stop a payment service at any time.

14.3 You should inform Us promptly if You are in financial difficulty so that We may discuss Your situation.

15. Account combination

15.1 We may at any time combine the balances of two or more of Your accounts even if the accounts are at different branches or in joint names. For example, We may do this if You exceed the Amount Of Credit applicable to Your Loan Account and the other account/s are in credit. In this situation the credit in one account would be used to reduce the debit balance in the other account. We will promptly inform You if We combine Your accounts. We need not notify You in advance.

15.2 If You are a recipient of Centrelink benefits, We will act in accordance with Our obligations under the Code of Operation for Department of Human Services and Department of Veterans' Affairs Direct Credit Payments when exercising Our right to combine accounts.

15.3 We will not exercise Our right to combine Your accounts in connection with amounts You owe in respect of any credit facility which You hold with Us that is regulated by the National Credit Code:

a while We are actively considering Your financial situation as a result of Your hardship application (We may ask You, as a condition of not exercising Our right to combine Your accounts, to agree to retain funds in an account until Our decision on Your hardship application has been made);
or

b while You are complying with an agreed arrangement with Us resulting from Our consideration of Your hardship application.

16. How we may exercise our rights

16.1 We may exercise a right or remedy or give or refuse Our consent in any way We consider appropriate Including by imposing reasonable conditions.

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

16.3 Our rights and remedies under this Contract are in addition to other rights and remedies provided by law independently of it.

16.4 Our rights and remedies under this Contract may be exercised by any of Our employees or any other Person We authorise.

16.5 We may only exercise Our rights under a term of this Contract to the extent (if any) reasonably necessary to protect Our legitimate interests. This clause applies to a term of this Contract, despite any other term of this Contract, if it:

a is subject to unfair contract terms legislation; and

b is to Our advantage; and

c causes a significant imbalance in the rights and obligations of You and Us under this Contract; and

d would cause detriment to You if We applied the term or relied on the term.

e Words used in this clause have the meanings given to them in the unfair contract terms legislation.

16.6 To the full extent permitted by law We are not liable for any loss (Including any consequential loss) caused by the exercise or attempted exercise of, failure to exercise or delay in exercising a right or remedy to the extent it was not caused by the negligence, fraud or wilful misconduct of Us, Our employees or agents or a receiver appointed by Us.

17. Our certificates

We may give You a certificate about a matter or about an amount payable in connection with this Contract. We can use the certificate as evidence of the matter or amount, unless it is incorrect.

18. Assignment

18.1 We may assign or otherwise deal with Our rights under this Contract. You agree that We may disclose any information or documents We consider desirable to help Us exercise this right. You also agree that We may disclose information or documents at any time to a Person to whom We assign Our rights under this Contract.

18.2 Your rights are personal to You and may not be assigned without Our written consent.

19. Valuations

Any valuation or report We obtain is for Our benefit, not Yours. You may not rely on it.

20. Blanks

You agree that We may fill in any blanks in any related document to this Contract (Such As an acknowledgement). or make minor corrections (such as to correct a typographical error), where the details completed or corrected are of no material consequence (for example a date, partially omitted title detail and such-like).

21. Notices, other communications and serving documents

21.1 Communications from Us may be signed by any of Our employees. If You are a company, communications from You must be signed by a director.

21.2 Communications for Us may be:

a given personally to one of Our employees at:

i any of Our branches We tell You; or

ii Our registered office; or

b sent by prepaid post or electronically (such as by email) to any of those places; or
c given by any other means permitted by law.

21.3 Communications for You may be:

a given to You personally or left at:
  i (if You are an individual) Your residential or business address last known to Us; or
  ii (if You are a body corporate) Your registered office by leaving it with one of Your officers; or
  iii any address specified by You; or
b sent by pre-paid post or electronically (such as by email) to any of those places; or
c given by any other means permitted by law.

21.4 Communications given by newspaper advertisement are taken to be received on the date they are first published.

22. Changes

22.1 Acting reasonably We can change this Contract (such as by varying an existing provision or adding a new provision) at any time without Your consent Including:

a imposing a new fee or charge;
b changing a reference rate or any other rate that applies to this Contract;
c changing the manner in which interest is calculated or applied under this Contract;
d changing the way in which repayments are calculated or when they are due;
e changing when We will give You a statement of account.

If any law regulates that change, We may only make that change to the extent permitted by, and subject to, the requirements of that law.

We can only make changes to the extent reasonably necessary to protect Our legitimate interests, or to benefit You, Including:

a. 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;
b. 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;
c. changes due to changes in the way We operate Our business or Our systems;
d. changes We think are necessary to fix errors or to make things clearer;
e. changes for information security or similar purposes;
f. changes to reflect market practice or standards or to keep Our products competitive and meeting customer expectations and needs; or
g. changes made for other good reasons.

If We make a change to this Contract without Your consent that is not acceptable to You, You can pay the Loan Account Balance and end this Contract.

22.2 We will notify You of changes as set out below:

Type of change	Minimum notice period*	Notification method**
Introducing or changing fees and charges (including timing)	30 days in advance	In writing or by newspaper advertisement
Interest rate changes (other than those below) (This does not apply to rates linked to money markets or other external rates (which We do not control for which We cannot notify changes in advance.) These changes take effect from the earlier of the date You receive notification, or they are first published)	No later than the date of the change	In writing or by newspaper advertisement

Type of change	Minimum notice period*	Notification method**
A change to the: ·method by which interest is calculated or applied ·frequency with which interest is debited or credited	30 days in advance	In writing
Introducing or changing any Government charge or tax (Note: We will only notify You if not publicised by the government separately)	30 days in advance	In writing or by newspaper advertisement
A change to amount of, frequency or time for repayments, the period over which they are to be paid, the manner in which they are to be paid or the method of calculation of repayments	30 days in advance	In writing
Changes: ·of an administrative nature or which We make in order to fix an error, inconsistency or omission ·to replace a reference rate or index with a different reference rate or index ·to modify Our products or services to improve Our customer service · to make the contract consistent with Our internal processes, including technology improvements ·which We consider necessary or desirable to meet best practices in Our industry	30 days in advance, or shorter if the change is not adverse to You	In writing, by newspaper advertisement or on Our website, in any other case

*We may not give You advance notice if a change reduces Your obligations (for example if the interest rate drops) or if You get longer to pay, but We may give You notice with Your next statement.

**In addition to the methods described in the table, We may give You notice of each change in the next statement after the change, and We may also notify You by any other method permitted or required by law. Where We give You notice in writing, We may do so electronically only if You have agreed to Us doing so.

***We may give You a shorter notice period, or no notice, of an unfavourable change if:

· it is reasonable for Us to manage a material and immediate risk, or

· there is a change to, or introduction of a government charge that You pay directly, or indirectly, as part of Your banking service. In that case, We will tell You about the introduction or change 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).

23. Waiver

We may choose at any time to waive any of Our rights under the Contract. Subject to any applicable law, a waiver by Us is not a change to, and does not reduce Our rights under the Contract unless We give You written notice that it is a change to the Contract.

24. Set-Off

You must pay all amounts due under this Contract in full without setting off amounts You believe We owe You except to the extent You have a right of set-off granted by law which We cannot exclude by agreement (such as under a National Credit Code) or where there is a genuine dispute as to the amounts due under this Contract.

25. Consumer credit legislation and severance

25.1 Clauses 25.2 and 25.3 apply to the extent that the National Credit Code applies to this Contract. The National Credit Code is government legislation designed to standardise and regulate credit practice within Australia. The National Credit Code sets out requirements We must meet and follow when providing certain credit to You, and some rights You have when dealing with Us. A copy of the National Credit Code or more information can be obtained from the Website at www.asic.gov.au/credit

25.2 If:

a that Code would otherwise make a provision of this Contract illegal, void or unenforceable; or

b a provision of this Contract would otherwise contravene a requirement of that Code or impose an obligation or liability which is prohibited by that Code, this Contract is to be read as if that provision Were varied to the extent necessary to comply with that Code or, if necessary, omitted.

25.3 If that Code is inconsistent with this Contract, that Code overrides this Contract to the extent of the inconsistency.

25.4 Subject to clauses 25.2 and 25.3, any provision of this Contract that is illegal, void or unenforceable shall be ineffective only to the extent of such illegality, voidness or unenforceability without invalidating the remaining provisions of this Contract.

26. Applicable law

26.1 This contract is subject to the laws of Victoria.

26.2 Each of Us submit to the jurisdiction of the courts of Victoria and the proper jurisdiction of any other court.

27. Anti-money laundering and counter-terrorism financing (AML/CTF)

To comply with requirements of anti-money laundering and counter–terrorism financing laws We may:

- require You to provide to Us, or otherwise obtain, any additional documentation or other information;
- suspend, block or delay transactions on Your account, or refuse to provide services to You;
- report any, or any proposed, transaction or activity to any body authorised to accept such reports relating to anti-money laundering and counter–terrorism financing or any other law.

28. Security - not applicable

Your obligations under the Contract are not covered by any Security Interest other than any Security Interest referred to in the Loan Schedule or the subject of a specific acknowledgement from You that it covers Your obligations under the Contract, even if You or someone else have given Us a Security Interest for all Your debts to Us.

29. Electronic banking

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

You must notify Us immediately of the loss, theft or misuse of Your card, access ID, Security token, password or PIN. You can contact Our 24 hour Hotline on 1800 035 383. This is available 24 hours a day, 7 days a Week.

29.1 Bendigo e-banking

This section applies if You register for access to Bendigo e-banking.

a Applying for Bendigo e-banking
You may apply for access to Bendigo e-banking by completing customer registration
through Our customer service team on 1300 263 344, at any of Our branches. Approval of an application is at Our discretion. Bendigo e-banking is not available for all accounts.

b Access IDs and PINS
If We approve Your application, We will provide You with an access ID and a temporary PIN. The temporary PIN is valid for 5 days from the date of issue. Before the end of that 5 day period You must use that access ID and temporary PIN to access Bendigo e-banking for the first time. You will then be asked to select and enter a PIN and to re-enter the same PIN to confirm.

You acknowledge and accept that the access ID We issue You, together with Your selected PIN, is the means by which

i You use Bendigo e-banking and We identify You;

ii anyone using Your access ID and PIN will be able to have access to and conduct transactions on a nominated account using Bendigo e-banking;

You authorise Us to act upon all instructions given to Us using Your access ID and PIN and subject to any other provision of these Terms and Conditions, You are liable for any such instructions.

We will endeavour to promptly act upon Your instructions.

You agree that You are bound by the Bendigo Bank Website Terms of Use when You use Our Website.

c Services Available Using Bendigo e-banking by using Bendigo e-banking You may be able to:
   i review the balance of a nominated account to determine the current or available balance;
   ii transfer funds between nominated accounts;
   iii arrange recurring or future specific date funds transfers (Bendigo e-banking only);
   iv review the transaction history of a nominated account;
   v select a nominated account and view transaction related details Including the date of the transaction, the type of the transaction (such as a withdrawal) and the amount;
   vi perform selected transaction enquiries;
   vii select an individual or a range of transactions on a nominated account for closer examination;
   viii access Secure Email which enables You to send and receive (secure) messages to and from internal Bendigo Bank departments (Bendigo e-banking only). Sensitive information should not be submitted via secure email (e.g. Tax File Numbers, Card Numbers etc);
   ix access Account Notification which allows You to establish account balance thresholds and to set-up email notifications if the thresholds are exceeded (Bendigo e-banking only);
   x authorise transactions on a nominated account where more than one signatory would normally be required. With the Authorisations feature, one signatory to the account can "set up" a transaction for authorisation by other signatories - either real time or at a future date (Bendigo e-banking only).

d Authorised Signatories and operating instructions

   You may ask Us, in writing, to authorise one or more other people to access and operate Your account. A Person who is authorised to operate Your account is called an authorised signatory.

   This includes:

   i a Person who is authorised to access and operate Your account without a card – an authorised signatory; and
   ii a third party authorised by You to use Bendigo e-banking to access or access and operate
   iii Your nominated account and who is registered with Us as an authorised user for use of Bendigo e-banking – an authorised user.

   Where there is more than one authorised signatory You must specify how many of the authorised signatories must authorise a transaction in order to operate Your account.

   Your instructions in relation to how many authorised signatories must authorise a transaction in order to operate Your account are called operating instructions.

   We do not have to agree to Your request to add an authorised signatory to Your account, but if We agree We may impose conditions. If We do not agree to Your request, We will notify You.

   You can arrange to have the authority of an authorised signatory cancelled, stopped or revoked, or Your operating instructions changed at any time.

   We are entitled to act on all instructions given by Your authorised signatories in accordance with Your operating instructions (Including appointing a new authorised signatory or revoking the authority of an authorised signatory) unless the authorised signatory is an authorised user who can only access, but not operate, Your account in which case We will only act on the instructions of that Person in so far as they relate to accessing Your account. We are not required to make any inquiries in relation to any instructions received by an authorised signatory in relation to the operation of Your account. You are wholly liable for any loss or damage You or a third party suffers as a result of Us acting upon those instructions.

   These Terms and Conditions other than this clause apply to the authorised signatory in the same way that they apply to You. You should ensure that any authorised signatory has read these Terms and Conditions and complies with them as if they Were You. If the authorised signatory does not comply with these Terms and Conditions in a way that would cause You to be in default if the act or omission was Your own, You will be in default.

   You consent to Us giving an authorised signatory information about Your account.

e Access

   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.

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.

You will only have access to accounts where:

i the accounts You seek to access, using Bendigo e-banking, are Bendigo Bank accounts;

ii You are registered with Us as the registered account holder or signatory or have the authority as an authorised user or the registered account holder to access or conduct transactions on the accounts;

iii We have received no notification or We are unaware that the nominated account is under any dispute of any kind with any other party or entity;

iv We have received no notification or We are unaware that an application for bankruptcy or liquidation has been filed either by You, or issued or lodged by another Person or entity.

We will make reasonable efforts to ensure the availability of Bendigo e-banking during the hours We have specified from time to time and ensure that information We make available to You through Bendigo e-banking is correct.

We may block access to Bendigo e-banking at any time without notice if We believe either service is being misused by You or used without Your authority.

Where Your access has been blocked due to fraudulent activity, You will be required to use firewall software and anti-virus software, update Your operating system and provide proof of the same on Your PC before access will be re-instated.

We may withdraw electronic access to Your account without prior notice to You in the event of any Bendigo Bank equipment or Bendigo Bank system malfunction.

If You give Us notice to cancel Your access, or Your authorised user's access You remain bound by these Terms And Conditions which may apply notwithstanding that Your access or Your authorised user's access has been cancelled.

f Exiting Bendigo e-banking

If You use Bendigo e-banking You must click on the logoff button when You have finished using the service. This is particularly important in a work environment or another environment where the terminal You are using may be left unattended for a reasonable period of time.

g Confirmation of Transactions

We will provide You with a transaction receipt number every time You make a transaction on Your account using Bendigo e-banking. You should record the transaction receipt number and it should be quoted if You or they have any queries in relation to that transaction.

Subject to the requirements of any law, where You carry out a transaction through Bendigo e-banking on Our Website and We make a transaction record or receipt (which You can save or print) available to You on the Website immediately on completion of the transaction, We will not provide You with a paper transaction record or receipt.

h Our responsibility for Bendigo e-banking

Subject to any other provisions of these Terms and Conditions, to the extent permitted by law, We are not liable to You for or in connection with:

i 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, the telephone, computer, software and telecommunications and ISP services You use to access Bendigo e-banking);

ii any unavailability or failure (of which You should have been aware) of Bendigo e-banking to accept instructions from You;

iii any failure of an access ID or PIN to permit You to access Bendigo e-banking;

iv disclosure of information relating to Your accounts through Bendigo e-banking where the information has been obtained by or in conjunction with any Person using Your PIN or access ID;

v any unauthorised access to Your information transmitted by Us through Bendigo e-banking in relation to a nominated account; or

vi any failure of an "authentication key" to permit You to access Bendigo e-banking.

You acknowledge and accept that Bendigo e-banking may only show transactions and balances current as at the previous business day.

i Liability

You authorise Us to debit all transactions that satisfy our authorisation and authentication requirements to Your account.

You indemnify Us against any loss or damage We may suffer due to any claims, suits, demands or action of any kind brought against Us arising directly or indirectly because You:

i did not observe any of Your obligations under the Terms and Conditions in this section; or

ii acted negligently or fraudulently in connection with the other Terms and Conditions.

However, You are not obliged to indemnify Us in respect of any loss or damage We suffer to the extent it was incurred due to the fraud, negligence or wilful misconduct of Us, Our employees or agents or a receiver appointed by Us.

We are not liable for any loss (Including consequential loss) You suffer as a result of using Bendigo e-banking other than any loss or damage which is due to Our fraud, negligence wilful misconduct of Us, Our employees or agents or a receiver appointed by Us or breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.

You acknowledge and accept that Bendigo e-banking may only show transactions and balances current as at the previous business day.

29.2 Your Liability for Transactions

a Authorised Transactions

You are responsible and liable for all authorised transactions.

b 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; or · delaying telling us about the misuse, loss, theft or compromise of security of a payment device or passcode. 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.

c 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 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.

29.3 Errors or questions

a If You have a complaint concerning matters covered by clause 29 (including any apparent error in a transaction or instances of unauthorised transactions or error in Your statement), please promptly notify Us. You can:

i contact any of Our branches; or

ii telephone 1300 236 344 during business hours; or

iii write to Card Operations, PO Box 480, Bendigo VIC 3552.

b When You contact Us:

i provide Us with Your name and card number and,

ii details of the transaction/s to be investigated. You will be advised as to the steps You must take so that an investigation may proceed. You will be required to give details of all relevant information regarding the transactions You are unsure about.

iii If We decide to resolve an unauthorised transaction complaint by finding the Account holder is liable for none of the loss or not more than $150 of the loss under clause 29.2 (c), then within seven business days of receiving the complaint, We will adjust the Account accordingly, provide the information required by paragraphs six and nine of this condition and close the investigation. Otherwise, if We are unable to resolve the matter immediately We will provide You with a written advice of Our procedures as to how it will be investigated further and the other paragraphs in this condition will apply.

iv Within 30 days of receiving from You the relevant details of Your complaint We will advise You in writing of either:

1 the outcome of Our investigation and which provisions of clause 29 and the ePayments Code Were used in determining Your or Our liability if any; or

2 the need for more time to complete Our investigation.

v Only in exceptional circumstances, of which We will advise You in writing, will We take more than 30 days (from when You provided the relevant details of Your complaint) to complete Our investigations.

vi On completion of Our investigation We will advise You of the outcome and Our reasons, with reference to relevant provisions of clause 29 and the ePayments Code. Our advice will be in writing unless We are able to resolve the matter immediately.

vii If We conclude as a result of Our investigations that Your Account has been incorrectly debited or credited, We will promptly adjust Your Account (including any interest and charges) accordingly and notify You in writing of the amount by which Your Account has been debited or credited as a result.

viii If We conclude from Our investigations that Your Account has not been incorrectly debited or credited, or in the case of unauthorised transactions, that You have contributed to at least part of the loss occasioned by the unauthorised use (see clause 29.2 (b)) We will supply You with any document or other evidence on which We based Our finding.

ix You will be advised in writing that, if You are not satisfied with Our findings, You may request a review of these findings by Our senior management. You will also be advised in writing of other avenues of dispute resolution procedures set out in clause 29 or required by the ePayments Code, and where such failure contributed to a decision by Us against the Account holder or delayed the resolution of the complaint, We may accept full or partial liability for the amount of the transaction which is the subject of Your query or complaint.

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

1 the time limits under those scheme rules apply instead of the time limits in this condition and We will inform You of those time limits and when a decision can reasonably be expected;

2 if We cannot resolve the complaint within 60 days, We will inform You of the reasons for the delay and We will provide You with updates on progress with the complaint once every two months;

3 We will suspend the Account holder's obligation to pay any amount which is the subject of the complaint and any associated credit and other charges until the complaint is resolved.

c Mistaken Internet Payments

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

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

Note: This relates to payments You make to an Unintended Recipient using the Pay Anyone Service where You enter an incorrect BSB or account number. It does not include payments made using BPAY® or a Misdirected payment under the NPP regulations.

®Registered to BPAY Pty Ltd ABN 69 079 137 518

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

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

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

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

This clause applies where You have made a Mistaken Internet Payment:

— covered by the ePayments Code and the Other ADI subscribes to the ePayments Code; or
— which was processed through the NPP.

If You have made a Mistaken Internet Payment, You should report it to Us as soon as possible. We will investigate Your reported Mistaken Internet Payment and inform You of the outcome in writing within 30 business days of Your report.

If We are satisfied that a Mistaken Internet Payment has occurred, We will contact the Receiving Bank. We are not required to take any further action if We are not satisfied that a Mistaken Internet Payment has occurred.

If the Receiving Bank is also satisfied that a Mistaken Internet Payment has occurred the next actions will depend on whether the Unintended Recipient has sufficient funds available in their account.

Where the Unintended Recipient has sufficient funds available in their account, the process depends on when You reported the Mistaken Internet Payment.

i If You made the report within 10 business days, the Receiving Bank will withdraw the funds from the Unintended Recipients account.

ii If You made the report between 10 business days and 7 months, the Receiving Bank will give the Unintended Recipient 10 business days to establish that they are entitled to those funds. If the Unintended Recipient does not establish that they are entitled to the funds, the Receiving Bank will withdraw the funds from the Unintended Recipients account.

iii If You made the report after seven months, the Receiving Bank may try to get the consent of the Unintended Recipient to return the funds. If the Unintended Recipient consents, the Receiving Bank will withdraw those funds from the Unintended Recipients account.

Where the Unintended Recipient does not have sufficient funds available in their account, the Receiving Bank will use reasonable endeavours to retrieve the funds from the Unintended Recipient.

Where the Receiving Bank withdraws the funds from the Unintended Recipients account, the Receiving Bank will return the funds to Us. We will then return the funds to You.

We are not required to credit Your account for the amount of an incorrect 'Pay Anyone' payment pending investigation of Your report.

We are not required to backdate funds to Your account received from an unintended recipient, nor are We required to adjust interest applied to Your account.

If the Receiving Bank is not satisfied that a Mistaken Internet Payment has occurred the Receiving Bank may try to get the consent of the Unintended Recipient to return the funds.

You will be liable for losses arising from the Mistaken Internet Payment if the Receiving Bank does not recover the funds from the Unintended Recipient.

If You are the Unintended Recipient of funds and if We are required to withdraw those funds from Your account under the ePayments Code (as the Receiving Bank), You authorise Us to withdraw those funds in accordance with the ePayments Code.

30. 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 Your complaint with Us by:

a speaking to a member of staff directly;

b telephoning 1300 236 344;

c website; www.bendigobank.com.au/contact-us/make-a-complaint/;

d secure email by logging into e-banking;

e 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 appropriate External Resolution scheme.

We are a member of the Australian Financial Complaints Authority (AFCA). You can contact AFCA at:

The Australian Financial Complaints Authority
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 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: enquiries@oaic.gov.au
Web: www.oaic.gov.au

31. Confirmation of payee

31.1 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.

31.2 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.

31.3 Opt-out requests

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.

32. Meaning of words

access ID means the access ID We provide to use to access to Bendigo Phone Banking and/or Bendigo e-banking.

Amount Of Credit is the amount We agree to lend You under this Contract from time to time. As at the Disclosure Date it is the amount stated in the Loan Schedule and described as the "Amount Of Credit".

annual percentage rate means each rate described as an Annual Percentage Rate in the Loan Schedule.

authorised transaction means 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).

Borrower means the Borrower(s) specified in the letter of offer.

Confirmation of Payee service means 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 means the Contract (as varied from time to time) You make with Us by accepting the offer in the Loan Schedule.

costs Includes charges and expenses; and Costs, charges and expenses in connection with legal and other advisers.

daily balance means:

- for a day on which an interest charge is debited to Your Loan Account and where the debits made on that day include the interest charge for that day, the Loan Account Balance immediately before the end of that day; and
- for any other day, the Loan Account Balance at the end of that day.

daily percentage rate means the Annual Percentage Rate divided by 365 or 366 in a leap year.

disclosure date is stated in the Loan Schedule.

fixed rate period (if any) is stated in the Loan Schedule (if none is stated in the Loan Schedule, there is no Fixed Rate Period.)

government transaction charges means all government stamp and other duties and charges payable on receipts or withdrawals under this Contract or a Security.

including or **such as** when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

insolvent means;

i an individual who has either:
  a. committed an act of bankruptcy;
  b. entered into an assignment, arrangement, compromise or composition with his/her creditors; or
  c. is unable to pay any of his/her debts as and when they fall due,

ii a body corporate, partnership, other entity or trustee of a trust in respect of which:
  d. (except for the purpose of a solvent reconstruction or amalgamation with Our prior written consent), an order has been made to wind it up or a liquidator, provisional liquidator or controller has been appointed to it or any of its assets or a resolution has been passed for it to be wound up;
  e. an administrator has been appointed to it;
  f. it has entered, or a court has approved the terms of, an assignment, arrangement, compromise or composition with any of its creditors or members;
  g. an application has been made by ASIC to deregister or dissolve it;
  h. it is insolvent within the meaning of section 95A of the Corporations Act 2001 (as disclosed in its accounts or otherwise); or
  i. it is unable to pay its debts as and when they fall due.

loan account means the account or accounts We establish in Your name for the purposes of this Contract.

loan account balance means the difference between all amounts credited and all amounts debited to Your Loan Account.

Loan Schedule means the document entitled "Loan Schedule".

loan term is that stated in the Loan Schedule. If the Loan Term is varied, it will be the term as varied.

MFA means 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

passcode means 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.

payment device means a device that is used to perform a transaction that We give to You or another person who is authorised by You to perform transactions.

person Includes an individual, a firm, a body corporate, an unincorporated association or an authority.

PIN means any personal identification number for use with an access or payment facility including a PIN for use with a card, Bendigo e-banking or Bendigo Phone Banking and any one-time passcode We send you in connection with MFA and any four-digit PIN you set in the Bendigo Bank app.

scheduled balance means, on any day, the amount which would have been the Daily Balance on that day (as determined by Us) on the assumption that:

iii You had paid each repayment under this Contract and all other amounts payable by You under this Contract, on their respective due dates; and

iv You had not repaid any part of the Loan Account Balance early.

Security means each Security Interest described in the Loan Schedule under "Security" and any substitute or additional Security Interest given or to be given in connection with this Contract.

Security interest means any mortgage, charge, lien, pledge, trust, power or other rights given or to be given as or in effect as Security for the payment of money or performance of obligations and any Security Interest (as defined in and to which the Personal Property Securities Act 2009 applies). Security Interest also includes a guarantee or an indemnity.

Security property means the property the subject of any Security.

Security provider means each Person (other than You) who gives a Security.

settlement date means the date We first lend You all or any of the Amount Of Credit.

state means the State or territory whose laws govern this Contract in accordance with clause 26.1

such as see **including**.

Terms and Conditions means this document.

"**transaction**" means a transaction performed or attempted to be performed using a payment facility or on Your account.

"**unauthorised transaction**" means a transaction that is not an authorised transaction.

We, Us, Our or similar parts of speech means the credit provider named in the Loan Schedule as the context may require in these Terms and Conditions.

You or **Your** means the Person or Persons named in the Loan Schedule as "Borrower". If there are more than one, You means each of them separately and every two or more of them jointly. You includes Your successors and assigns.

The singular includes the plural and vice versa.

A reference to:

— a document includes any variation or replacement of it;
— law means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them); and
— anything includes the whole and each part of it.

This part of the Terms and Conditions booklet only applies to Your loan if, when You sign the Loan Schedule, You intend to use the credit wholly or predominantly for personal, domestic or household purposes.

Form 5
Information statement

paragraph 16 (1) (b) of the Code

regulation 70 of the Regulations

Things you should know about your proposed credit contract

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

If You have any concerns about Your contract, contact the credit provider and, if You still have concerns, 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 fourteen days after it is made. This rule does not, however, apply if the credit provider has previously given You a copy of the contract document to keep.

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

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

3. Can I terminate the contract?

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

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

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

4. Can I pay my credit contract out early?

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

5. How can I find out the payout figure?

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

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

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

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

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

Yes, but only if Your contract says so.

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

That depends on the type of change. For example:

- You get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to You or a notice published 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 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
Website www.afca.org.au
Email: info@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 www.asic.gov.au.

Insurance

10. Do I have to take out insurance?

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

11. Will I get details of my insurance cover?

Yes, if You have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by Your credit provider. In that case the insurer must give You a copy of the policy within 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 fourteen days of that happening, Your credit provider must ensure You have a written notice of the particulars of that insurance.

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

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

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

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

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

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

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

Mortgages

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

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

16. Should I get a copy of my mortgage?

Yes. It can be part of Your credit contract or, if it is a separate document, You will be given a copy of the mortgage within fourteen days after Your mortgage is entered into. However, You need not be given a copy if the credit provider has previously given You a copy of the mortgage document to keep.

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

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

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

See the answers to questions 22 and 23.

Otherwise You may:

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

If Your credit provider won't give permission, You can contact 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 seven days after receiving Your credit provider's request to tell Your credit provider. If You do not have the goods You must give Your credit provider all the information You have so they can be traced.

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

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

General

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

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

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

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

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

If the credit provider still refuses Your request You can complain to the 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 cannot 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

MELBOURNE VIC 3001

PHONE: 1800 931 678

WEBSITE: www.afca.org.au

EMAIL: info@afca.org.au

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

Talk to us today

Call **1300 236 344**

bendigobank.com.au

The Bendigo Centre
PO Box 480, Bendigo VIC 3552

Lending Fees & Charges

Lending Fees & Charges – A Simple Guide

Home Loans

Establishment Fees

The following fees are those that you may incur as a result of the bank setting up your new loan.

Fee	Amount
Application Fee – Incurred when you apply for a new loan, additional funds on your current loan or when changing your loan.	$150
Search Processing Fee – Payable for the bank to perform a title search or other searches relating to your application.	$50 per search
Valuation Fee – The cost of having the security valued by a third party (this can vary depending upon the location and access available to the property).	On Application
Document Preparation Fee – The cost of preparing the loan documents for your new loan or application. The amount varies based on the complexity of the loan application.	$100 - $600
Settlement Fee – To process the settlement of your loan, additional funds on your current loan or when changing your loan.	$100
Agent Lodgement Fee – Payable for an agent of the bank to attend the settlement of your property or lodging the security interests attached to your loan	$125
Building Loan Fee – Payable for the additional administration required for a building loan and the administration of progress payments.	$100 – Contract Builder $200 – Owner Builder
Guarantee Administration Fee – Payable when the Bank accepts a guarantee as security in connection with your loan to cover the additional administration required throughout the loan process.	$250

External Costs

These are fees and costs that you may incur during the loan set up process that are charged by external parties that need to be factored into your budget.

Progress Inspection Fee (inclusive of GST) – is payable each time our Valuer inspects building works in order to recommend that we make a progress payment and is debited to the loan account at the time of the inspection.

Lenders Mortgage Insurance (LMI) – Insurance offered by an external provider that enables you to buy a home with less than a 20% deposit. This is a fee (or premium) that is paid to the external provider to insure the lender (the bank) against non-payment or default on your home loan and can generally be added on top of your loan amount. If LMI is applicable, your lender will be able to provide a quote during the application process.

Legal Fees – Fees payable to seek legal advice and representation during the process of buying or selling a house.

Consent or Production Fees – Fees payable to another security provider for the consent and/or production of a security. Production fee of $150 is payable per document we produce to any Land Titles Office. For example, a lender has the 1st mortgage, and you consent to obtaining a 2nd mortgage on your property.

Registration Fees and Stamp Duty – is payable to any government body for registration and/or stamp duty payable. This is debited to your loan account when we become aware that the registration fees and/or stamp duty must be paid and is payable after that as part of your loan account balance.

Solicitor Fees – Fees that may be charged by solicitors when acting on Bendigo Bank's behalf in preparing security documents and settling your loan.

Solicitor Disbursements – Fees for disbursements that may be payable to solicitors acting for us in preparing the security documents and settling your loan.

Ongoing and Miscellaneous Fees

Below are a collection of fees and charges that may be applicable to your loan depending on the type of loan you have set up and requests you make of the bank over the life of the loan.

Fee		Amount
Monthly Service Fee – If applicable to your loan.		$10 p/m
Bendigo Complete Monthly Service Fee		$15 p/m
Bendigo Express Monthly Service Fee		$10 p/m
Bendigo Basic Monthly Service Fee		$10 p/m
Bendigo Non-Individual Residential Investment Loan Monthly Service Fee		$20 p/m
Bendigo Connect Monthly Service Fee		$20 p/m
Variation Fees	**Simple Variation** – A request for Consent or Loan Term Extension.	$150
	Complex Variation – A request to substitute one security for another.	$300
Repayment Recalculation Fee – Payable when the Bank agrees to your request to recalculate your loan repayments, in the event of a principal reduction, removal of all or part of your advance position which is available for redraw or change in repayment frequency. If your loan repayments are not sufficiently in advance of your scheduled repayments to cover this fee, then you will immediately need to make a sufficient payment to cover the fee, to your loan account.		$50

Fee	Amount
Rate Variation Fee – Payable when you ask us to renegotiate a new interest rate	$100
Interest Prepayment Fee – Applicable to Interest Only loans; the fee is payable when the Bank agrees to your request to calculate the amount of interest you will be charged over the upcoming financial year and then prepay that amount in one lump sum. This fee is debited from your loan account. If the loan repayments are not sufficiently in advance of your scheduled repayments to cover this fee, then you will immediately need to make a sufficient payment to cover the fee, to your loan account.	$85
Online Redraw Fee – Charged when completing a redraw.	Free
Manual Redraw Fee – Charged when you complete a redraw from your loan at a branch.	Free
Default Fee# – Debited to your account when you are in default of $100 or more. This fee is debited to your loan account every 30 days thereafter for so long as you remain in default.	$35
Discharge Administration Fee – Charged when you ask the bank to prepare your loan for discharge.	$350
Duplicate Fee – Is payable for each copy of any document you request.	$16.50
Bank Cheque fee – Is payable for each Bank Cheque drawn.	$10

Personal Loans

Personal Loan Establishment Fees

Fee	Amount
Application Fee – Incurred when you apply for a new loan.	$150
Document Preparation Fee – The cost of preparing the loan documents (Secured Personal Loans only).	$100
Security Processing Fee – Charged to lodge an interest against the security e.g. vehicle (Secured Personal Loans only).	On Application

Ongoing & Miscellaneous Fees

Fee	Amount
Monthly Service Fee	$5 p/m
Online Redraw Fee – Charged when completing a redraw online.	Free
Manual Redraw Fee – Charged when you complete a redraw from your loan at a branch.	Free
Early Repayment Fee# – Charged if the loan is paid out before the original term.	$20
Default Fee# – Debited to your loan account when you are in default of $50 or more. This fee is debited to your loan account every 30 days thereafter for so long as you remain in default	$35
Duplicate Fee# – Is payable for each copy of any document you request.	$16.50
Bank Cheque fee – Is payable for each Bank Cheque drawn.	$10

For more information contact your local branch or phone 7 days a week on 1300 236 344.

#This fee will not be charged where the bank is notified that all borrowers to the loan are deceased. Fees will continue to be charged where a service is performed.

Please be aware this is a guide to the most common fees charged. A full description of all fees that may be incurred during your loan term will be detailed within the loan contract and Schedule of Fees, Charges and Account Rebates. Bendigo and Adelaide Bank Limited, The Bendigo Centre, Bendigo Vic. 3550. ABN 11 068 049 178. AFSL No. 237879.

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Bendigo Bank