

Important Information

Personal Overdraft and Home Equity
Line of Credit Booklet

June 2026

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

- Bendigo Personal Overdraft (on a Bendigo Everyday Account)
- Bendigo Home Equity Loan

Introduction

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

- Personal overdraft facility
- Home Equity 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 types of products and accounts. Part A is relevant to all account types.

Part B

Changes to your personal overdraft account

Part B provides information about the changes to your personal overdraft account if it is transitioning to a Bendigo Everyday Account with personal overdraft.

Part C

Changes to your home equity account

Part C provides information about the changes to your secured home equity loan if it is transitioning to a Bendigo Home Equity Loan.

Part D

Bendigo Home Equity Loan (Regulated) Terms & Conditions, Bendigo Personal Overdraft Terms & Conditions, Schedule of Fees, Charges and Transaction Account Rebates Terms & Conditions, and Bendigo Personal Accounts and Facilities Terms and Conditions (RACQ transition)

Part D contains a copy of the terms and conditions that will apply from the transition date if you have an overdraft that is transitioning to a Bendigo Personal Overdraft or Bendigo Home Equity 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 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.

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).

RACQ 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 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 RACQ 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 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 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.

Pay Anyone payments

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

- **Osko/ Fast payments**
We process Osko Payments immediately and funds are generally available to the payee in near real-time.
- **Direct entry payments**
Traditional payments made to other financial institutions that may take up to 2 business days to be received. Payments you request before 7:00pm (AEST/AEDT) on business banking days will be processed by us on the same day. Payments you request after 7:00pm (AEST/AEDT) or on a weekend, public holiday or bank holiday will be processed by us on the next business banking day. It may take up to one business day for a payment to be processed by the payee's financial institution after we process it.
We will tell you if we are sending a Pay Anyone Payment as an Osko Payment or a Fast Payment when we accept a payment instruction from you.
Pay Anyone payments are subject to a daily Pay Anyone limit that applies to all Pay Anyone payments including payments made by Osko,

Fast Payments and Direct Entry Payments. If we register you for Bendigo Bank e-banking access for the first time from the transition date, your existing RACQ Bank internet banking daily payment limit will continue to apply in Bendigo Bank e-banking. You can request that we change your Pay Anyone daily limit by contacting us. Your Pay Anyone limit can be viewed and changed via Bendigo Bank e-banking. Payments made by Osko and Fast Payments also have a separate fixed daily maximum sub-limit of \$30,000 per Access ID. Pay Anyone payments that exceed this sublimit will be sent as Direct Entry payments.

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

Most future-dated and regular payments you have set up for your accounts in RACQ Bank Internet Banking (including BPAY payments) will carry over to Bendigo Bank e-banking and will still be processed from your account after the transition date. A small number of future-dated or regular payments will not carry over where the payment frequency you have requested is not available in Bendigo Bank e-banking. We will advise you in later communications what you will need to do in relation to these payments.

- **BPAY®**

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

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

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

- **Telegraphic transfers**

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

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

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

Future statements of account

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

If you have Bendigo Bank e-banking you will be able to access electronic statements (e-statements) in PDF

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

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

Bendigo Bank phone banking

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

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

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

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

Cards

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

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

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

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

If you have authorised merchants to charge your existing Visa Debit card automatically (for example, insurance expenses or gym membership) you will need to contact

them and provide them with your replacement Debit Mastercard® details on or after the transition date to ensure any charges are processed.

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

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

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

Debit cards

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

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

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

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

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

Cash withdrawal limits

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

You can request a different limit by contacting us.

Digital wallets

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

- **Apple Pay**

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

- **Google Pay**

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

- **Samsung Pay**

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

- **Garmin Pay**

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

To use a digital wallet, you will need to add your replacement Bendigo Bank Mastercard to the digital wallet on or after the transition date. Digital wallet facilities are provided on the terms and conditions of the Bendigo Personal Accounts and Facilities Terms & Conditions (RACQ Transition) 1 July 2026 set out in Part D, and on the applicable terms and conditions of the relevant digital wallet provider.

Other payments to and from your account

Direct debits from and direct credits to your accounts

We will take reasonable steps (to the extent possible) to arrange for direct debits and direct credits which have been set-up for your existing RACQ Bank account details to be redirected to your corresponding Bendigo Bank account details for a three months 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 debit or direct credit arrangement may require your authorisation to update the direct debit or direct credit arrangement.

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

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

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

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

Automatic payments

From the transition date you will be able to set up automatic payments from some Bendigo Bank accounts. Automatic payments supported by Bendigo Bank include:

- **Periodical payments**

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

- **Sweep facility**

Payments from your nominated account with us to another account with us. You will need to contact us if you would like to discuss this or arrange for this to occur.

- **Direct Debits**

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

For Automatic Payments, if a payment date falls on a day other than a business day, funds must be available by 10:00am (AEST/AEDT) on the previous business day.

Additional information

PayID

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

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

The Consumer Data Right and Open Banking

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

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

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

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

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

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

Comprehensive Credit Reporting

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

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

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

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

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

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

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

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

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

Part B

Changes to your Personal Overdraft Facility and linked Bendigo Everyday Account



It is important that you read this part of this booklet and the terms and conditions documents referred to in this part of this booklet carefully if your personal overdraft is transitioning to a Bendigo Everyday Account with personal overdraft facility.

Changes to terms and conditions

From the transition date, the terms and conditions of your personal overdraft are varied so that the terms and conditions set out in the Bendigo Bank Personal Overdraft Terms & 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 overdraft from the transition date. A copy of those terms and conditions is included in Part D of this booklet.

Those terms and conditions refer to a "Schedule" and incorporate information set out in the "Schedule". No "Schedule" will be prepared for your overdraft facility. Instead, any reference in those terms and conditions to a "Schedule" or information contained in a "Schedule" is to be read as a reference to this booklet and any other related notices we give you and the information contained in those documents.

In addition, the terms and conditions set out in the Bendigo Personal Accounts and Facilities Terms & Conditions (RACQ Transition) (1 July 2026) will apply in relation to your personal overdraft as described in the Bendigo Bank Personal Overdraft Terms & Conditions (31 March 2026). A copy of those terms and conditions is included in Part D of this booklet.

The Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates (15 May 2026) have been published on the Bendigo Bank website at www.bendigobank.com.au/disclosure-documents/ and copies are also available on request.

Please read all of these terms and conditions documents carefully and get in contact with us if you have any questions. As discussed below, we can change these terms and conditions, and so any reference in this booklet to Bendigo Bank Personal Overdraft Terms & Conditions (31 March 2026), the Bendigo Personal Accounts and Facilities Terms & Conditions (RACQ Transition) (1 July 2026) and the Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates (15 May 2026) is a reference to those terms and conditions as varied or replaced from time to time.

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

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.

For the purposes of the definition of "you" and "your" in the Bendigo Bank Personal Overdraft Terms & 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.

Changes to credit fees and charges

On the transition date, the fees and charges that are payable by you in relation to your personal overdraft will change. For the purposes of clause 8.1 of the Bendigo Bank Personal Overdraft Terms & Conditions (31 March 2026), the credit fees and charges will be as follows

Monthly service fee

No monthly fee is applicable to your facility.

The relevant fees and charges set out in the Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates (15 May 2026) will also apply in relation to transactions performed in respect of your personal overdraft from the transition date. A copy of this Schedule has been published on the Bendigo Bank website at www.bendigobank.com.au/disclosure-documents/ and copies are also available on request by contacting us.

Where are fees and charges debited

From the transition date, any credit fees, transaction fees, and charges payable by you in connection with your personal overdraft facility will be debited directly to the Bendigo Bank transaction account to which your personal overdraft is attached (for example, your Bendigo Everyday Account), as and when they become payable.

Changes to interest

There will be no change to the rate of interest that applies in relation to the interest you are required to pay on the debit balance of your overdraft on the transition date as part of the transition of your overdraft account.

The rate of interest that applies to your overdraft immediately before the transition date shall be taken to be the annual percentage rate.

Future changes to rates will be notified to you as set out in the applicable terms and conditions that apply to your personal overdraft after the transition date (see the Changes to terms and conditions section below) which may include by publishing the rates in a newspaper.

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.

No interest on credit balances

Generally, no interest is payable to you when your account has a credit balance.

However, if your personal overdraft is attached to an account that supports interest on credit balances (such as the Bendigo Easy Retirement Account), interest may be payable on credit balances in accordance with a stepped interest rate structure that will be communicated to you in writing prior to the transition date.

Changes to your credit limit

No changes are being made to your approved credit limit on the transition date, which shall be taken to be the credit limit. For the purposes of the definition of "credit limit" in the Bendigo Bank Personal Overdraft Terms & Conditions (31 March 2026), as at the transition date, this is the amount of the credit limit that applied to your personal overdraft immediately before the transition date.

However, from the transition date we may also change your credit limit at any time as set out in clause 4 of the Bendigo Bank Personal Overdraft Terms and Conditions (31 March 2026) included in Part D of this booklet.

If we change your credit limit after the transition date and, as a result, the debit balance of your account exceeds the credit limit, you must immediately pay the amount by which that balance exceeds the credit limit – see clause 11.1 of the Bendigo Bank Personal Overdraft Terms and Conditions (31 March 2026).

Changes to your repayments

At call facility repayable on demand

From the transition date, your personal overdraft is an at call facility and, acting reasonably, we can demand at any time that you pay to us the debit balance of your account – see clause 3 of the Bendigo Bank Personal Overdraft Terms and Conditions (31 March 2026) included in Part D of this booklet.

Minimum repayments

If you are currently required to make minimum prepayments, from your transition date, you are no longer required to make minimum repayments each month. However, unless and until we require you to repay the debit balance of your account in full (see above), you must make such payments as are required to ensure the debit balance of your account does not exceed your credit limit (as changed from time to time) – see clause 4 and 11 of the Bendigo Bank Personal Overdraft Terms and Conditions (31 March 2026) included in Part D of this booklet.

How you can make repayments

From the transition date you will be able to make repayments to your overdraft account by:

- making a BPAY payment to your overdraft account;
- making an Internal Transfer to your overdraft account within Bendigo e-banking or Bendigo Phone Banking;
- instructing us or another financial institution to make a payment or transfer to your overdraft account; or
- making a payment (by cash or cheque) to your overdraft account at any Bendigo Bank branch or through Bank@Post.

Changes to how authorised signatories can access and operate your account

From the transition date you will be able to ask us to authorise one or more people to access and operate your overdraft account as authorised signatories or additional cardholders – see clause 14 of the Bendigo Bank Personal Accounts and Facilities Terms and Conditions (RACQ transition) (01 July 2026) included in Part D of this booklet for details including your liability for the actions of authorised signatories and additional cardholders.

Each existing authorised operator who has authority to operate on your existing account immediately prior to the transition date will be treated as an "authorised signatory" for your account from the transition date unless you instruct RACQ (prior to migration) or Bendigo Bank (from the transition date).

Any existing account operating instructions you have in place in relation to your existing account immediately prior to the transition date will also continue after the transition date unless you instruct RACQ or Bendigo Bank (as applicable above) otherwise.

Please note that from the transition date, your existing authorised operators could gain expanded access to your accounts or services compared to their current permissions.

Changes to transaction limits

Please see Part A of this booklet for details of the periodic transaction limits that apply in relation to payment facilities we issue for your overdraft account for use from the transition date.

Important! These changes may increase your liability in the case of unauthorised transactions.

After the transition date we may change the daily and other periodic limits that apply to your overdraft account and relevant payment facilities from time to time as set out in the applicable terms and conditions.

Changes to your liability in relation to transactions

The terms and conditions that apply to your overdraft account contain details about when you will and will not be liable for transactions from the transition date.

You should read these terms and conditions carefully. In particular, please read clause 11.3 of the Electronic Banking Conditions of Use within the Bendigo Bank Personal Overdraft Terms and Conditions (31 March 2026) carefully.

Changes to your statements

From the transition date we will issue you with a statement of account every month on or about the same date of the month.

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

Changes to how you can access your account

Part A of this booklet and the separate letter and other notices we give you provide general information about the changes to how you will be able to access your overdraft account after the transition date. Any existing payment access methods you have (such as cards and internet banking) will be cancelled and replacement payment facilities issued to you.

From the transition date, you may access your overdraft account using the following payment facilities:

Payment facilities	Availability
Mastercard®	Available
In-branch banking	Available
Bank@Post™	Available
Bendigo Phone Banking	Available
Bendigo e-banking	Available
BPAY & BPAY View® through e-banking	Available
Pay Anyone (including OSKO®)	Available
Automatic Payments	Available
Telegraphic Transfers	Available
Digital Wallets	Available

Future changes to terms and conditions

We may make further changes to your overdraft and the terms and conditions that apply to your overdraft after the transition date as set out in the terms and conditions that will apply to your overdraft from the transition date. You should read these terms and conditions carefully.

In particular, please read clause 16 of the Bendigo Bank Personal Overdraft Terms and Conditions (31 March 2026) included in Part D of this booklet which describes the types of changes we can make and when we will notify you of changes.

Changes to how we will communicate with you

From the transition date we may communicate with you as set out in the terms and conditions that apply to your overdraft account after the transition date, including electronically.

Clause 18 of the Bendigo Bank Personal Overdraft Terms and Conditions (31 March 2026) included in Part D of this booklet describes how we may communicate with you.

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 overdraft and all mortgages, security and guarantees and indemnities that exist and secure your personal overdraft immediately prior to the transition date will continue to apply and secure your personal overdraft after the transition date.

All mortgages and other security interests that apply to your personal overdraft as at the transition date are “security” for the purposes of the Bendigo Bank Personal Overdraft Terms and Conditions (31 March 2026).

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

Part C

Changes to your Home Loan Overdraft Account and Home Equity Overdraft Account



It is important that you read this part of this booklet and the terms and conditions documents referred to in this part of this booklet carefully if your Home Loan Overdraft Account or Home Equity Overdraft Account is transitioning to a Bendigo Home Equity Loan.

Changes to terms and conditions

From the transition date, the terms and conditions of your Home Loan Overdraft Account or Home Equity Overdraft Account are varied so that the terms and conditions set out in the Bendigo Bank Home Equity Loan (Regulated) Terms & Conditions (14 May 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 Bendigo Bank Home Equity Loan from the transition date. A copy of those terms and conditions is included in Part D of this booklet. Your Bendigo Bank Home Equity Loan is referred to as an “overdraft facility” in these terms and conditions.

Those terms and conditions refer to a “Schedule” and incorporate information set out in the “Schedule”. No “Schedule” will be prepared for your loan. Instead, any reference in those terms and conditions to a “Schedule” or information contained in a “Schedule” is to be read as a reference to this booklet and any other related notices we give you and the information contained in those documents.

In addition, the terms and conditions set out in the Bendigo Personal Accounts and Facilities Terms & Conditions (RACQ Transition) (1 July 2026) and the fees and charges details in the Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates (15 May 2026) will apply in relation to your Bendigo Bank Home Equity Loan as described in the Bendigo Bank Home Equity Loan (Regulated) Terms & Conditions (14 May 2026). A copy of those terms and conditions is included in Part D of this booklet.

The Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates (15 May 2026) has been published on the Bendigo Bank website at www.bendigobank.com.au/disclosure-documents/ and copies are also available on request.

Please read all of these terms and conditions documents carefully and get in contact with us if you have any questions. As discussed below, we can change these terms and conditions, and so any reference in this booklet to the Bendigo Bank Home Equity Loan (Regulated) Terms & Conditions (14 May 2026) and the Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates (15 May 2026) is a reference to those terms and conditions as varied or replaced from time to time.

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

The credit provider for the Bendigo Bank Home Equity 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.

For the purposes of the definition of “you” and “your” in the Bendigo Bank Home Equity Loan (Regulated) Terms & Conditions (14 May 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.

Changes to credit fees and charges

On the transition date, the fees and charges that are payable by you in relation to your Home Loan Overdraft Account or Home Equity Overdraft Account will change. For the purposes of clause 91 of the Bendigo Bank Home Equity Loan (Regulated) Terms & Conditions (14 May 2026), the credit fees and charges will be as follows.

Monthly service fee

No monthly fee is applicable to your facility.

Other fees and charges

From the transition date, the following fees and charges will be payable by you in relation to your Bendigo Bank Home Equity Loan and will replace the current fees and charges that apply (except in relation to monthly and annual fees which are payable as set out above).

Fees

Bank Cheque Fee: We charge \$10.00 for each bank cheque we draw. When we draw a bank cheque the fee will be debited to your overdraft account when we issue the cheque and is payable after that as part of your overdraft account balance.

Discharge Administration Fee: \$350.00 is payable (a) in relation to each security that you request us to partially or fully release or discharge; and (b) where your overdraft facility is cancelled and no security is released or discharged. The fee will either be (a) included in the amount you must pay us in order to repay your overdraft account balance in full following cancellation of your overdraft facility, or (b) debited to your overdraft account. If it is debited to your overdraft account, the fee will be payable as part of your overdraft account balance.

Duplicate Fee: \$16.50 inclusive of GST for each copy of any document you request (apart from copies of documents you are entitled to obtain under the National Credit Code) is debited to your overdraft account when you make the request. This fee is payable after that as part of your overdraft account balance.

Variation Fee - Simple: \$150.00 is payable and debited to your overdraft account in each of the following instances:

- Consent - when
 - a. we consent to the creation of a subsequent security interest in favour of another person over any security property;
 - b. consent to enter into a Deed of Priority in relation to a security; or
 - c. consent to a lease, change or dealing affecting the security property (for example, we consent to a subdivision of the security property). The fee is payable as part of your overdraft account balance. A Production Fee may also apply if we need to produce a document to any Land Titles Office.

Variation Fee - Complex: \$300.00 is debited to your overdraft account in each of the following instances:

- Property Substitution - when you ask us to substitute a new property for a security property. This fee is payable after that as part of your overdraft account balance.

Rate Variation Fee: \$100.00 is payable and debited to your overdraft account when you ask us to renegotiate a new interest rate. The fee is payable as part of your overdraft account balance.

Additional Document Preparation Fee: \$100.00 per document is debited to your overdraft account when we produce a Deed of Priority, Deed of Variation, Deed of Covenant or Deed of Ratification.

Subsequent Valuation Fee: The amount we have to pay a valuer we appoint to provide us with a valuation for any mortgaged property, inclusive of GST, is payable prior to the ordering of the valuation. If no payment is received, the Valuation Fee will be deducted as part of your overdraft account balance.

Subsequent Registration Fee: The amount we have to pay to the relevant government body to register any additional document we become aware after the disclosure date that we want to register is debited to your overdraft account when we arrange for registration of the document. This fee is payable after that as part of your overdraft account balance.

Registration Fees and Stamp Duty: The amount that must be paid to any relevant government body for registration fees and/or stamp duty payable for or in connection with the contract and/or a security (that we become aware after the disclosure date must be paid) is debited to your overdraft account when we become aware that the registration fees and/or stamp duty must be paid. This fee is payable after that as part of your overdraft account balance.

Legal Fees: The amount of costs and disbursements, inclusive of the Goods and Services Tax, we have to pay to any solicitors acting for us in connection with the contract and/or a security (apart from enforcement expenses and Solicitors Fees and Solicitors Disbursements referred to above) is debited to your overdraft account when we incur these costs and disbursements. This fee is payable after that as part of your overdraft account balance.

Consent or Production Fees: Amounts we have to pay to a holder of a security interest to obtain their consent to registration of a security or production by them of a title at any Land Titles Registration Office to enable registration of a security.

In addition, the relevant fees and charges set out in the Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates (15 May 2026) will also apply in relation to transactions performed in respect of your overdraft facility from the transition date. A copy of this Schedule has been published on the Bendigo Bank website at www.bendigobank.com.au/disclosure-documents/ and copies are also available on request by contacting us.

Where are fees and charges debited

From the transition date, fees and charges payable by you will be debited to your Bendigo Bank Home Equity Loan account as and when they become payable.

Changes to interest

There will be no change to the rate of interest that applies in relation to the interest you are required to pay on the debit balance of your Bendigo Bank Home Equity Loan on the transition date as part of the transition of your Bendigo Bank Home Equity Loan. However, the way in which the Annual Percentage Rate for your Bendigo Bank Home Equity Loan is determined will change so it is important that you understand how your Annual Percentage Rate is determined to understand future changes to your Annual Percentage Rate.

From the transition date, your Annual Percentage Rate will be determined by referring to a reference rate and, in some cases, applying a margin.

We will write to you before the transition date to tell you the reference rate and margin (if any) that applies to your Bendigo Bank Home Equity Loan to determine the Annual Percentage Rate from the transition date. For the purposes of the definition of Annual Percentage Rate in the Bendigo Bank Home Equity Loan (Regulated) Terms & Conditions (14 May 2026), this reference rate and margin shall be taken to be the annual percentage rate.

What reference rate applies to your Bendigo Bank Home Equity Loan and where are reference rates published

If...	Your reference rate will be the...
Our records indicate that the mortgaged property for your Home Loan Overdraft Account or Home Equity Overdraft Account is your principal place of residence	Bendigo Home Equity Loan Variable Rate
Our records indicate that the mortgaged property for your Home Loan Overdraft Account or Home Equity Overdraft Account is residential investment property	Home Equity Investment Rate

Both of the above reference rates are published in the Schedule of Interest Rates on the Bendigo Bank website and in any Bendigo Bank branch. Future changes to the reference rates will be notified to you as set out in the applicable terms and conditions that apply to your Bendigo Home Equity Loan after the transition date (see the Changes to terms and conditions' section above) which may include by publishing the reference rates in a newspaper.

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.

No interest on credit balances

No interest is payable to you when your Bendigo Bank Home Equity Loan account has a credit balance.

Changes to your credit limit

No changes are being made to your approved credit limit on the transition date, which shall be taken to be the credit limit. For the purposes of the definition of "credit limit" in the Bendigo Bank Home Equity Loan (Regulated) Terms & Conditions (14 May 2026), as at the transition date, this is the amount of the credit limit that applied to your Bendigo Bank Home Equity Loan immediately before the transition date.

However, from the transition date we may also change your credit limit at any time as set out in clause 4 of the Bendigo Bank Home Equity Loan (Regulated) Terms and Conditions (14 May 2026) included in Part D of this booklet.

If we change your credit limit after the transition date and, as a result, the debit balance of your account exceeds the credit limit, you must immediately pay the amount by which that balance exceeds the credit limit - see clause 12.1 of the Bendigo Bank Personal Overdraft Terms and Conditions (31 March 2026).

Changes to your repayments

At call facility repayable on demand

From the transition date, your Bendigo Bank Home Equity Loan is an at call facility and, acting reasonably, **Please note**, we can demand at any time that you pay to us the debit balance of your account - see clause 3 of the Bendigo Bank Home Equity Loan (Regulated) Terms and Conditions (14 May 2026) included in Part D of this booklet.

Minimum repayments

From your transition date, you are no longer required to make minimum repayments each month. However, unless and until we require you to repay the debit balance of your account in full (see above), you must make such payments as are required to ensure the debit balance of your account does not exceed your credit limit (as changed from time to time) - see clause 3 of the Bendigo Bank Home Equity Loan (Regulated) Terms and Conditions (14 May 2026) included in Part D of this booklet.

How you can make repayments

From the transition date you will be able to make repayments to your Bendigo Bank Home Equity Loan account by:

- making a BPAY payment to your Bendigo Bank Home Equity Loan account;
- making an Internal Transfer to your Bendigo Bank Home Equity Loan account within Bendigo e-banking or Bendigo Phone Banking;
- instructing us or another financial institution to make a payment or transfer to your Bendigo Bank Home Equity Loan account; or
- making a payment (by cash or cheque) to your Bendigo Bank Home Equity Loan account at any Bendigo Bank branch or through Bank@Post.

Changes to how authorised signatories can access and operate your account

From the transition date you will be able to ask us to authorise one or more people to access and operate your Bendigo Bank Home Equity Loan account as authorised signatories or additional cardholders - see clause 7 of the Bendigo Bank Home Equity Loan (Regulated) Terms and Conditions (14 May 2026) included in Part D of this booklet for details including your liability for the actions of authorised signatories and additional cardholders.

Each existing authorised operator who has authority to operate on your existing account immediately prior to the transition date will be treated as an "authorised signatory" for your account from the transition date unless you instruct RACQ (prior to migration) or Bendigo Bank (from the transition date).

Any existing account operating instructions you have in place in relation to your existing account immediately prior to the transition date will also continue after the transition date unless you instruct RACQ or Bendigo Bank (as applicable above) otherwise.

Please note that from the transition date, your existing authorised operators could gain expanded access to your accounts or services compared to their current permissions.

Changes to transaction limits

Please see Part A of this booklet for details of the periodic transaction limits that apply in relation to payment facilities we issue for your Bendigo Bank Home Equity Loan account for use from the transition date.

Important! These changes may increase your liability in the case of unauthorised transactions.

After the transition date we may change the daily and other periodic limits that apply to your Bendigo Bank Home Equity Loan account and relevant payment facilities from time to time as set out in the applicable terms and conditions.

Changes to your liability in relation to transactions

The terms and conditions that apply to your Bendigo Bank Home Equity Loan account contain details about when you will and will not be liable for transactions from the transition date.

You should read these terms and conditions carefully. In particular, please read clause 23 of the Bendigo Bank Home Equity Loan (Regulated) Terms and Conditions (14 May 2026) carefully.

Changes to your statements

From the transition date we will issue you with a statement of account every month on or about the same date of the month.

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

Changes to how you can access your account

Part A of this booklet and the separate letter and other notices we give you provide general information about the changes to how you will be able to access your Bendigo Bank Home Equity Loan account after the transition date. Any existing payment access methods you have (such as cards and internet banking) will be cancelled and replacement payment facilities issued to you.

From the transition date, you may access your Bendigo Bank Home Equity Loan account using the following payment facilities:

Payment Facilities	Availability
Mastercard®	Available
In-branch banking	Available
Bank@Post™	Available
Bendigo Phone Banking	Available
Bendigo e-banking	Available
BPAY & BPAY View® through e-banking	Available
Pay Anyone (including OSKO®)	Available
Automatic Payments	Available
Telegraphic Transfers	Available
Digital Wallets	Available

Future changes to terms and conditions

We may make further changes to your Bendigo Bank Home Equity Loan and the terms and conditions that apply to your Bendigo Bank Home Equity Loan after the transition date as set out in the terms and conditions that will apply to your Bendigo Bank Home Equity Loan from the transition date. You should read these terms and conditions carefully.

In particular, please read clause 19 of the Bendigo Bank Home Equity Loan (Regulated) Terms & Conditions (14 May 2026) included in Part D of this booklet which describes the types of changes we can make and when we will notify you of changes.

Changes to how we will communicate with you

From the transition date we may communicate with you as set out in the terms and conditions that apply to your Bendigo Bank Home Equity Loan after the transition date, including electronically.

Clauses 21.12-21.15 of the Bendigo Bank Home Equity Loan (Regulated) Terms & Conditions (14 May 2026) included in Part D of this booklet describe how we may communicate with you.

Changes to our security and guarantees

No changes are being made to any mortgage or other security that currently secures your Home Loan Overdraft Account or Home Equity Overdraft Account and all mortgages, security and guarantees and indemnities that exist and secure your Home Loan Overdraft Account or Home Equity Overdraft Account immediately prior to the transition date will continue to apply and secure your Bendigo Bank Home Equity Loan from the transition date.

All mortgages and other security interests that apply to your Bendigo Bank Home Equity Loan as at the transition date are “security” for the purposes of the Bendigo Bank Home Equity Loan (Regulated) Terms & Conditions (14 May 2026).

All guarantees that apply to your Bendigo Bank Home Equity Loan as at the transition date are guarantees, and the persons giving those guarantees are guarantors, for the purposes of the Bendigo Bank Home Equity Loan (Regulated) Terms & Conditions (14 May 2026).

If your Home Loan Overdraft Account or Home Equity Overdraft Account 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 mortgage or other security that secures your Bendigo Bank Home Equity 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).

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.

Bendigo Home Equity Loan (Regulated).

Terms & Conditions.

14 May 2026

Bendigo Home Equity Loan
Bendigo HomeBuyer Power

Bendigo and Adelaide Bank Limited

The Bendigo Centre

Bendigo VIC 3550

Telephone 03 5485 7911

ABN 11 068 049 178.

AFSL/Australian Credit Licence 237879 Bendigo Home Equity Loan (Regulated)

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Bendigo Home Equity Loan

Standard Terms and Conditions

These terms and conditions apply to Bendigo Home Equity Loans and Bendigo HomeBuyer Power lines of credit, all of which are referred to as '*overdraft facilities*' in these terms.

This document does not contain all of the *contract* terms or all of the information we must give to *you* before *you* enter into the *contract*. The rest of the *contract* terms and information is in the *Schedule*, the Bendigo Personal Accounts and Facilities Terms and Conditions (RACQ Transition) and the *Electronic Banking Conditions of Use*. *You* should read these *Standard Terms and Conditions*, the *Schedule*, the Bendigo Personal Accounts and Facilities Terms and Conditions (RACQ Transition), the *Electronic Banking Conditions of Use* and the Schedule of Fees, Charges and Transaction Rebates carefully. *You* should also keep the documents for *your* future reference.

The meaning of words printed *like this* and some other key words is explained at the end of these *Standard Terms and Conditions*.

1. What We Lend

- 1.1 We agree to provide *you* with a credit facility.
- 1.2 An *overdraft facility* is an 'at call' facility.
- 1.3 However, we will not provide the *overdraft facility* until we have received:
 - each *security* and any documents we require in relation to any *security*;
 - evidence of any insurance we require;
 - any report or valuation we require;
 - any certificate of independent advice from a solicitor we require;
 - any certificate of financial advice from a financial adviser we require;
 - any direct debit authority we require;
 - evidence that *you* have paid or have made satisfactory arrangements to pay any applicable conveyance or transfer stamp duty or similar impost in connection with each *security*; and
 - any other document or information we reasonably require.
- 1.4 We can end this *contract* before we have lent *you* the *overdraft facility* if:
 - (a) any of the items listed at clause 1.3 above are not provided to *us* or are not paid or are not satisfactory to *us*;
 - (b) *you* or a *security provider's* financial circumstances have significantly changed since the *disclosure date*;
 - (c) any *security* has been withdrawn, released or is otherwise ineffective;
 - (d) 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;
 - (e) *you* or a *security provider* is in default under this *contract* or a *security*; or
 - (f) *you* or a *security provider* is *insolvent*.
- 1.5 We can end this *contract* if *you* have not obtained any of the *overdraft facility* within 90 days of the *disclosure date*.
- 1.6 We can debit all or any part of the credit provided under the *overdraft facility* to *your overdraft account*. We can debit it (so that *you* pay interest charges on the amount) on the day we provide *you* the amount (if we lend *you* the amount by posting a cheque, this is the day we post that cheque). If *our* solicitors provide or are to provide any of the credit to *you* or at *your* request (such as on the settlement of a property purchase), the day we provide *you* the amount is the day we provide the funds to *our* solicitors.
- 1.7 If any of the credit under the *overdraft facility* is to be used to pay out any other *account* *you* have with *us*, then we will affect the payout by crediting that other *account* with the amount required to pay it out and, at the same time, debiting that amount to *your overdraft account*.
- 1.8 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 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 to pay under this *contract* on the *settlement date* except for fees and charges in respect of *our costs* we no longer have to pay.

2 Borrowing Methods

You may obtain credit under *your overdraft facility* by:

- (a) drawing cheques on *your overdraft account*; or
- (b) requesting *us* to make direct debits to or other payments from *your overdraft account*; or
- (c) Bendigo Debit card or any other card; or
- (d) any other means we authorise from time to time.

3 Payable on Demand

Acting reasonably, we can demand at any time that *you* pay to *us* the *debit balance of your overdraft account* plus any amounts charged, accrued or payable but not yet debited to *your overdraft account* (e.g. *you* are in default, *you* sell your security property or we reasonably consider it necessary to prevent fraud or other losses to *you* or *us*). If we make that demand:

- (a) *your overdraft facility* is cancelled;
- (b) *you* must pay to *us* the *debit balance of your overdraft account* plus any amounts charged, accrued or payable but not yet debited to *your overdraft account*; and
- (c) this *contract* is ended.

We will give *you* a reasonable time to repay this amount which may include a period of notice which we must give *you* to comply with the National Credit Code.

4 Credit Limit

- 4.1 *You* must keep the *debit balance of your overdraft account* within the *credit limit*.
- 4.2 We can change the *credit limit* at any time. If any *law* regulates that change, we may only change to the extent permitted by, and subject to, the requirements of that *law*.
- 4.3 Without limiting clause 4.2, we may reduce the *credit limit* at any time if we reasonably consider it necessary to prevent fraud or other losses to *you* or *us* or to protect our legitimate interests. If we do so, we will tell *you* in writing.
- 4.4 The *credit limit* does not change simply because we debit an amount to *your overdraft account* that takes the *debit balance of your overdraft account* over the *credit limit*.

5 Cancellation of the Overdraft Facility

- 5.1 *You* can cancel the *overdraft facility* at any time by:
 - telling *us* in writing that *you* want to do this; and
 - paying *us* the *debit balance of your overdraft account* plus any amounts charged, accrued or payable but not yet debited to *your overdraft account*.
- 5.2 We can cancel the *overdraft facility* at any time and refuse to provide any further credit to *you* under this *contract* if we reasonably consider it necessary to prevent fraud or other losses to *you* or *us* or to *protect our legitimate interests*. If we do so, we will notify *you* as soon as possible.
- 5.3 If the *overdraft facility* is cancelled:
 - (a) *you* must not attempt to obtain credit under the *overdraft facility*; and
 - (b) this *contract* is ended.

6 Joint Accounts

- 6.1 This clause 6 applies if more than one *person* is named in the *Schedule* as a "Borrower".
- 6.2 *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 overdraft account*.
- 6.3 Subject to clause 6.4, it is up to all of *you* to specify how many *persons* must sign in order to operate *your overdraft account*. *Account* operating instructions are part of *your contract* with *us* and may only be altered by written notification to *us*, signed by all of *you*.

- 6.4 Where *you* have chosen to have *card* access to *your overdraft account*, each of *you* has access to *your overdraft account*. As signature is not required to access *your overdraft account* via a *card*, it is not possible for *you* to specify that more than one *person* must sign in order to operate *your overdraft account*.
- 6.5 Despite any instructions *you* may give *us* to the contrary, we may insist that *your overdraft account* only be operated on the signatures of all of *you* if:
- one of *you* requests *us* to do so;
 - we are notified of any dispute between *you*; or
 - we are notified of the death or bankruptcy of any of *you*.
- 6.6 If one of *you* (the notifying party) notifies *us* of a dispute and that the notifying party does not accept liability for further advances of credit, we will exercise *our* rights under clause 4 and reduce the *credit limit* to the *debit balance of your overdraft account* at the time of notification. We will also not allow either of *you* to obtain further advances of credit. The notifying party will be jointly and severally liable for the *debit balance of your overdraft account* at the time of notification but will not be liable for any further advances of credit made. *You* agree that each of *you* may have access to information about the *overdraft account* without the consent of the other joint *account* holders.

7 Authorised signatories and operating instructions

- 7.1 *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:
- (a) A *person* who is authorised to access and operate *your account* without a *card* – an authorised signatory;
 - (b) A *person* who is authorised to access and operate *your account* with a *card* – an additional cardholder; and
 - (c) A third party authorised by *you* to use Bendigo Phone Banking or Bendigo e-banking to access or access and operate *your nominated account* and who is registered with *us* as an authorised user for use of Bendigo Phone Banking or Bendigo e-banking - an authorised user.
- 7.2 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.
- 7.3 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*.
- 7.4 Where *you* request that a *person* be authorised as an additional cardholder, and where we agree to that request:
- (a) that *person* must be:
 - i. 12 years or older (for a Bendigo debit *card*); or
 - ii. 16 years or older (for all other *cards*).
 - (b) we will issue to that *person* a *card* linked to *your account* (“additional *card*”);
 - (c) *you* authorise *us* to debit *your account* with all transactions made using the additional *card* and *you* will be responsible and liable for these transactions as if *you* had made them *yourself*;
 - (d) these terms and conditions apply to the additional *card* in the same way that they apply to *your card*.
- 7.5 In relation to an authorised user, *you* may request a maximum daily withdrawal limit to apply to *your* authorised user(s). This limit may include \$0 or view only access.
- 7.6 *You* can arrange to have the authority of an authorised signatory cancelled, stopped or revoked, or *your* operating instructions changed at any time. If *you* want to do this *you* must notify *us* in writing. *You* must also return to *us* any *card* (cut in half for *your* protection) or cheque book that we have issued to that *person*. *You* remain responsible for all transactions made using an additional *card* or cheque book until they are returned to *us*, or *you* have taken all reasonable steps to return them to *us*.

- 7.7 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.
- 7.8 These terms and conditions other than this clause apply to the authorised signatory in the same way that they apply to *you*.
- 7.9 *You* should ensure that any authorised signatory has read these terms and conditions and complies with them as if they were *you*. If the authorised signatory does not comply with these terms and conditions, *you* will be in breach.
- 7.10 *You* consent to *us* giving authorised signatory information about *your* account.
- 7.11 *You* may ask *us* in writing to limit the dollar amount available to some authorised signatories to restrict their liability.

8 Interest Charges

- 8.1 We calculate interest charges on a daily basis by applying the applicable *daily percentage rate* to the relevant part of the *daily balance*.
- 8.2 We can debit interest charges to *your overdraft account* monthly on the last day of each month. We can also debit interest charges to *your overdraft account* immediately before we make demand under clause 3 or when we cancel the *overdraft facility*.
- 8.3 The amount of interest charges debited to *your overdraft account* will comprise the sum of interest charges calculated for each day in the period commencing on:
- in the case of the first interest charge debit, the *settlement date*;
 - otherwise, the day following the last day for which an interest charge was debited and ending:
 - where the interest charge debit takes effect earlier than immediately before the end of the day on which it is debited, the day before that day; or
 - otherwise, the day on which the interest charge is debited.
- 8.4 We can change each *annual percentage rate* at any time. If any *law* regulates that change, we may only change to the extent permitted by, and subject to, the requirements of that *law*.
- 8.5 *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 1300 236 344. We publish *our* reference rates in a major newspaper on the last day of publication each month.
- 8.6 For the purposes of payments under the *contract*, a day ends at 5.00pm (AEST / AEDT).

9 Fees and Charges

- 9.1 *You* must pay to *us* the following fees and charges (which are authorised by this *contract*):
- *government transaction charges*; and
 - the *credit fees* and *charges* set out in the *Schedule* which are payable as set out in the *Schedule*; and
 - any other standard fees and charges (apart from *credit fees* and *charges* and *government transaction charges*) we impose from time to time (see Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates as amended from time to time).
- 9.2 We can debit these fees and charges to *your overdraft account*.
- 9.3 We can debit *government transaction charges* to *your overdraft account* when the receipt or withdrawal to which those charges relate occurs.
- 9.4 We can change the fees and charges. If any *law* regulates that change, we may only change to the extent permitted by, and subject to, the requirements of that *law*. We can also change the *contract* to introduce new *credit fees and charges* (see clause 19).

10 What You Owe Us

Once we debit an amount to *your overdraft account* (if it is not already owed), *you owe us* that amount.

11 Statements

We will send *you* a statement of *account* each month (not always on the same day in each month). However, we need not send *you* a statement of *account* if:

- we wrote off *your* debt during the statement period and no further amount has been debited or credited to *your overdraft account* during the statement period; or
- *you* have been in default under this *contract* for at least 3 months and we cancelled *your overdraft facility* before the statement period started and have not provided further credit to *you* during the statement period.

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 or calling *us* on 1300 236 344.

12 Over the Limit Payments

12.1 If the *debit balance* of *your overdraft account* exceeds the *credit limit*, *you* must immediately pay the amount by which that balance exceeds the *credit limit*. We do not need to ask *you* for it first.

12.2 We do not treat a payment as made until we credit it to *your overdraft account*.

13 Application of Payments

13.1 Payments received by *us* under the *contract* may be applied by *us* to any amounts *you owe us* under the *contract* in any order we determine.

13.2 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 think fit.

14 Inconsistency

14.1 If there is any conflict or inconsistency between the *Schedule, Standard Terms and Conditions*, any *security* and the *Electronic Banking Conditions of Use*, those documents will prevail in that order to the extent of the inconsistency.

15 Banking Code of Practice

15.1 The Banking Code of Practice applies to the *contract*.

The Banking Code of Practice is a code of conduct which sets standards of good banking practice for *us* to follow when dealing with *you*. *You* can obtain a copy of the Banking Code of Practice available from any of *our* branches or by visiting *our* website at www.bendigobank.com.au

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

16 Account Combination

16.1 We may at any time combine the balances of two or more of *your accounts* even if the *accounts* are at different branches or in joint names. For example, we may do this if *you* exceed the *credit limit* applicable to *your overdraft account* and the other *account* is in credit. In this situation the credit in one *account* would be used to reduce the debit balance in the other *account*. We will promptly inform *you* if we combine *your accounts*. We need not notify *you* in advance.

16.2 If *you* are a recipient of Centrelink benefits, we will act in accordance with *our* obligations under the Code of Operation: Recovery of Debts from Customer Nominated Bank Accounts in receipt of Services Australia income support payments or Department of Veterans Affairs' payments when exercising *our* right to combine *accounts*.

16.3 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.

17 Enforcement Expenses

17.1 Enforcement expenses may become payable under the *contract* or a *security* (or both) in the event of a breach.

17.2 *You* agree to pay *us* all reasonable enforcement expenses we reasonably incur arising from any breach of this *contract* or any *security*. Enforcement expenses include but are not limited to those reasonably incurred by the use of *our* staff and facilities. We can debit these amounts to *your overdraft account*.

18 Security

18.1 If the *security* includes a mortgage:

- *you* must ensure the mortgagor's obligations under the mortgage are performed;
- any expenses reasonably incurred by *us* in preserving or maintaining property subject to that mortgage (including insurance, rates and taxes payable for that property) after a breach occurs and which are authorised by the mortgage will be an enforcement expense under clause 17; and
- if the property the subject of that mortgage 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 under clause 17.

If the *security* includes a guarantee, *you* must ensure that the guarantor's obligations under the guarantee are performed.

18.2 Your obligations under the *contract* are not covered by any *security interest* other than any *security interest* referred to in the *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*.

19 Changes

19.1 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 the 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:

- (i) 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;
- (ii) 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;
- (iii) changes due to changes in the way we operate *our* business or *our* systems;
- (iv) changes we think are necessary to fix errors or to make things clearer;
- (v) changes for information security or similar purposes;
- (vi) changes to reflect market practice or standards or to keep *our* products competitive and meeting customer expectations and needs; or
- (vii) 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 amount you owe *us* and end this contract. *You* may have to pay other fees that are payable when the balance is repaid in full or a *security* is discharged.

19.2 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
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 will nevertheless 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).

20 Review

20.1 We can review *your overdraft facility* at the following times:

- if there is a default, or we reasonably believe there is or will be a default;
- at any time *your contract* specifies that we can perform a review; and
- every 12 months (starting from the date *you sign your contract*).

20.2 You must give us all reasonably requested information, documents, consents and assistance in connection with a review. We may regard a failure to do so as something that Increases our Credit Risk. Something Increases our Credit Risk if there is a material increase in the risk that:

- you* or a *guarantor* might not comply with *your* or their financial obligations to *us* under this *contract* or the guarantee;
- we might not be able to fully recover from the *security* everything *you* or a *guarantor* owes *us* under this *contract* or the guarantee; or
- we are unable to assess either of the things described above.

20.3 After a review, if we reasonably consider that:

- there is a default; or
- there have been circumstances, or will be circumstances, which Increase our Credit Risk (see above), then we can do any of the following:
- do nothing and continue with *your contract* on the same terms;
- if there is a default, take action under clauses 3, 4 or 5 (as we reasonably deem appropriate); or
- notify *you* that we will only continue with *your contract* if certain changes are made to it (for example, requiring additional *security*, changing your payment arrangements or requiring *you* to pay some of the outstanding balance).

20.4 If we require changes to be made to *your contract* after a review, we will give *you* at least 30 days to consider those changes.

20.5 If *you* accept the changes, any variation to *your contract* will take effect from the time *you* agree.

20.6 If *you* do not accept the changes, we may terminate the *contract* and require *you* to pay *us* the amount *you* owe *us*.

21 General Matters

21.1 We may exercise a right or remedy or refuse to give *our* consent in any way we consider appropriate including by imposing reasonable conditions.

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

- 21.3 Our rights and remedies under this *contract* are in addition to other rights and remedies provided by *law* independently of it.
- 21.4 Our rights and remedies under this *contract* may be exercised by any of *our* employees or any other *person* we authorise.
- 21.5 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.
- Words used in this clause have the meanings given to them in the unfair contract terms legislation.
- 21.6 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*.
- 21.7 Information on current interest rates and fees and charges is available on request by contacting any of *our* branches or telephoning 1300 236 344.

Our Certificates

- 21.8 We may give *you* a certificate about a matter or about an amount payable in connection with this *contract*. The certificate is sufficient evidence of the matter or amount, unless it is proved to be incorrect.

Assignment

- 21.9 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*. *Your* rights are *personal* to *you* and may not be assigned without *our* written consent.

Valuations

- 21.10 Any valuation or report we obtain is for *our* benefit, not *yours*. *You* may not rely on it.

Blanks

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

Notices, Other Communications and Serving Documents

- 21.12 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.
- 21.13 Communications for *us* may be:
- (a) given *personally* to one of *our* employees at or sent by post or facsimile to *our* registered office; or
 - (b) given by any other means permitted by *law*.
- 21.14 Communications for *you* may be:
- (a) given to *you personally* or left at:
 - (i) any address specified by *you*; or
 - (ii) (if *you* are an individual) *your* residential or business address last known to *us*; or
 - (iii) (if *you* are a body corporate) *your* registered office by leaving it with one of *your* officers; or
 - (b) sent by pre-paid post at any of these places; or
 - (c) given by other means permitted by *law*.
- 21.15 Communications given by newspaper are taken to be received on the date they are first published.

Consumer Credit Legislation

21.16 Clauses 21.17 and 21.18 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 National Credit Code website at www.asic.gov.au/credit

21.17 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.

21.18 If that Code is inconsistent with this *contract*, that Code overrides this *contract* to the extent of the inconsistency.

Set-Off

21.19 *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 whether there is a genuine dispute as to the amounts due under this *contract*.

Severance

21.20 Subject to clauses 21.16 and 21.17, any provision of this *contract* that is illegal, void or unenforceable shall be ineffective to the extent only of such illegality, voidness or unenforceability without invalidating the remaining provisions of this *contract*.

Applicable Law

21.21 If *you* reside in an Australian state or territory, then this *contract* is subject to the *laws* of that state or territory. Otherwise, this *contract* is subject to the *laws* of the Australian state or territory under which we first provide credit under this *contract*.

21.22 *You* submit to the *jurisdiction* of the courts of the Australian state or territory whose *laws* apply to this *contract* and the proper *jurisdiction* of any other court.

22 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*.

23 Liability

23.1 We will not be responsible, or liable, for:

- (a) any arrangement or transaction which is conducted or processed by us on your behalf;
- (b) the dishonour or failure to dishonour any cheque drawn by you;
- (c) any delay or failure in processing a transaction on your behalf;
- (d) any damages or loss whatsoever that you may suffer as a result of a cheque being dishonoured; and
- (e) any other actions taken or not taken in relation to your cheque facility.

23.2 We will not be liable for paying on any altered or forged cheques, and will not be liable for any such losses arising from or in connection with the paying on altered and or forged cheques, where the alteration and/or forgery could not be easily detected or where the alteration and/ or forgery is due to or has been facilitated by the omission, negligence or fraud of you or your agents, employees or any third party connected with the drawing of the cheques.

24 Periodical Payments and Direct Debits

24.1 If you give us authority, we can have *regular payments* made automatically out of *your overdraft account* on pre-set dates, advised by you. This type of payment is called a 'Periodical Payment' or 'Direct Debit'. The difference between these payment methods is:

- We make periodical payments from *your overdraft account* to another *account* with us or with another financial institution or to a third party. To do this we need you to call into one of *our* branches to give us your instructions.
- A merchant sends direct debits to *your overdraft account* according to an authority which you need to set up through the company, organisation or fund receiving the money, allowing us to make these payments.

24.2 Future payments set up using *your account* number can be altered or stopped by you at any time by advising us by notice in writing, via telephone, via secure email or coming into one of *our* branches and talking to a staff member. We will take and promptly process *your* instruction to cancel a direct debit request which is set up using *your account* number.

24.3 You are encouraged to maintain a record of any *Regular Payment* Arrangement entered into with a merchant using *your card* number.

24.4 To either change or cancel any *Regular Payment* Arrangement set up using *your card* number you should contact the merchant at least 15 days prior to the next *scheduled* payment. Until you attempt to cancel the *Regular Payment* Arrangement with the merchant directly we must accept the merchant's transaction. If possible you should retain a copy of their change/cancellation request. Should the merchant fail to act in accordance with these instructions you may have rights to dispute the transaction.

24.5 Should *your card* number be changed i.e. as a result of lost or stolen *card* you must request the merchant to change the details of *your existing Regular Payment* Arrangement to ensure arrangements continue. If you fail to undertake this activity *your Regular Payment* Arrangement may either not be honoured by us or the merchant may stop providing the goods and/or services.

24.6 Should you elect to close *your card account* or *your account* is closed by us you should contact the merchant to amend any *Regular Payment* Arrangement set up using *your card* number; as the merchant may stop providing the goods and/or services.

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

If the balance is insufficient, any direct debits are returned unpaid (dishonored) to the originating third party. However we will attempt to make periodical payments from *your overdraft account* before 8am for three consecutive days. Another attempt will be made on the fourth day and if still unsuccessful, you will be notified in writing that no more attempts will be made and you should call into one of *our* branches to arrange payment. A fee will be debited to *your overdraft account* in these circumstances. (see clause 9)

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

24.8 If you cancel a direct debit, periodical payment or sweep facility, we must receive *your* instructions at least 1 business day prior to the due date of the next payment, otherwise that payment may nevertheless be made. For direct debit cancellations we may suggest that you contact the merchant concerned.

25 Meaning of Words

"Account Over limit Rate" is the reference rate we determine from time to time which we call the *"Account Overlimit Rate"*.

"annual percentage rate" means the rate described as an *annual percentage rate* in the *Schedule*.

"Bendigo Home Equity Loan Variable Rate" is the reference rate we determine from time to time which we call the *"Bendigo Home Equity Loan Variable Rate"*.

"card" means a Bendigo Debit Mastercard issued to you or an additional cardholder by us, that can be used to undertake an *EFT* transaction.

“contract” means the overdraft *contract* (as varied from time to time) you make or have made with us.

It comprises:

- The *Schedule*
- The *Standard Terms and Conditions*; and
- The *Electronic Banking Conditions of Use*.

“costs” includes charges and expenses and costs; charges and expenses in connection with legal and other advisers.

“credit fees and charges” means the *credit fees and charges* set out in the *Schedule* and any other fees and charges payable in connection with this *contract* or a *security*, but does not include:

- interest charges,
- any fees or charges that are payable to or by us if they would be payable even if the credit facility were not available,
- enforcement expenses,
- *government transaction charges*.

“credit limit” means the amount we determine to be the *credit limit* from time to time. As at the *disclosure date* it is the amount described as that in the *Schedule*.

“daily balance” means:

- for a day on which an interest charge is debited to *your overdraft account* and where the debit made on that day includes the interest charge for that day, the *debit balance of your overdraft account* immediately before the end of that day; and
- for any other day, the *debit balance of your overdraft account* at the end of that day.

“daily percentage rate” means each *annual percentage rate* divided by 365 or 366 in a leap year.

“debit balance of your overdraft account” means the amount by which *your overdraft account balance* is in debit.

“disclosure date” is the date described as that in the *Schedule*.

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

“facility term” is that stated in the *Schedule*. If the *facility term* is varied, it will be the term as varied.

“government transaction charges” means all additional government stamp and other duties and charges payable on receipts or withdrawals under this *contract* or a *security*.

“Home Equity Investment Rate” is the reference rate we determine from time to time which we call the “Home Equity Investment Rate”.

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

“insolvent” means

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

(f) it is unable to pay its debts as and when they fall due.

“jurisdiction” This *contract* is governed by the law in force in Victoria. *You* and we submit to the non-exclusive jurisdiction of the courts in that place

“law” means common law, principles of equity and laws made by parliament (and includes regulations and other instruments under laws made by parliament and consolidations, amendments, re-enactments or replacements of any of them).

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

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

“overdraft facility” is the credit facility available or to be made available to *you* under this *contract*.

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

“Regular payment” either a recurring payment or an instalment payment which represents an agreement between a cardholder and a merchant to debit a *card* at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by both parties.

“Schedule” means the document entitled “Overdraft Schedule”.

“security” means each *security interest* described in the *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. *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 provide *you* with all or any part of the credit under the *overdraft facility*.

“Standard Terms and Conditions” means this document as varied from time to time.

“such as” see including.

“we”, “us” and “our” means the entity named in the *Schedule* as the credit provider under this *contract* and its successors and assigns.

“you” and “your” means the *person* or *persons* named in the *Schedule* as “Borrower”. If there are more than one, *you* and *your* means each of them separately and every two or more of them jointly. *You* and *your* includes *your* successors and assigns. The singular includes the plural and vice versa.

A reference to:

- (i) a document includes any variation or replacement of it; and
- (ii) anything includes the whole and each part of it.

Bendigo and Adelaide Bank Limited

ABN 11 068 049 178

AFSL/Australian Credit Licence 237879

Electronic Banking Conditions of Use

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Bendigo Home Equity Loan (Regulated)

Some of the words used in these Conditions of Use have special meanings. When a word with a special meaning is used, it is printed in italics (like this). These special meanings are set out in Clause 15 of these Conditions of Use.

1 Scope of these Conditions of Use

These *Electronic Banking Conditions of Use* apply when you give us an instruction, *through electronic equipment* (including *EFDs*) and using *your card* or *card* details, to debit or credit an *account*, *including*, for example:

- cash withdrawals and transfers between *accounts* using *your card* at ATMs;
- purchase of goods or services from a merchant using your card in an EFTPOS terminal; and
- funds transfer initiated by giving an instruction, through *electronic equipment* and using an access method, to an account institution (directly or indirectly) to debit or credit an EFT account maintained by the account institution.

These Conditions of Use do not apply:

- when you are required to sign a voucher, order or other document to perform a transaction using your card or card details; or
- in relation to Bendigo Phone Banking and Bendigo e-banking which have separate terms and conditions. These can be found in the Bendigo Personal Accounts and Facilities Terms and Conditions (RACQ Transition).

2 Codes of Practice

We warrant that we will comply with the requirements of the *ePayments Code* and the *Banking Code of Practice* in relation to the operation of *your accounts* and in relation to the use of a *Card* or *Card* and *PIN* to initiate an *EFT* transaction.

3 Personal Details

- 3.1 You must choose a *password* for *your card*. We may ask you for this *password* at any time as further proof of your identity.
- 3.2 You must notify us immediately if you change your name or address.

4 Your Card

- 4.1 Your *card* remains *our* property. We may issue replacement *cards* at any time and we may retain or require you to return *your card* at any time.
- 4.2 The fact that any promotional material is displayed at premises, does not mean that we guarantee that all goods and services available there may be obtained by using *your card*. We are not responsible if a merchant or financial institution refuses to accept *your card*, does not allow cash withdrawals or places other limitations on using *your card*.
- 4.3 We are not responsible for goods or services obtained by using *your card*, unless the *law* makes us liable. Therefore, if you have any complaints about goods or services, you must take them up with the merchant.
- 4.4 We are not responsible for any refund to you by a merchant or financial institution unless the *law* makes us liable where you use *your card*.
- 4.5 When you use *your card* at the office or *EFD* of another organisation you are still bound by these Conditions of Use as if the *card* was used in one of *our* own offices or *EFDs*. You will also be subject to any operational condition imposed by that other organisation and we accept no responsibility for the imposition of such conditions.

5 Additional Cards

- 5.1 An *account* holder who is a cardholder can nominate another *person* to have an additional *card* and have access to the *account*. The *person* must be 16 years or older. These Conditions of Use apply to any additional *card* in the same way as they apply to *your card*. This means that any additional cardholder has the same obligations to us concerning an additional *card* as you have to us concerning *your card*. Each *account* holder will be legally liable to us under these Conditions of Use for all actions and omissions of each additional cardholder and for all use (whether authorised or unauthorised) of an additional *card* by any *person*.

Bendigo Home Equity Loan (Regulated)

- 5.2 You can arrange to have the authority of an additional cardholder cancelled, stopped or revoked at any time. If you want to cancel, stop or revoke the authority of an additional cardholder to access and operate your account, you must notify us in writing and return to us any cards (cut in half for your protection) that we have issued to that person. Cancelling, stopping or revoking the authority of an additional cardholder will not be effective until the additional card is surrendered or you have taken all reasonable steps to have the card returned to us.

6 Our Right to Cancel Your Card

- 6.1 If we believe that you gave us false or misleading information to open your account or to obtain a card or you failed to abide by any of these Conditions of Use, we may cancel your card, and you must immediately return your card together with any additional cards to us.
- 6.2 After we cancel your card, you are still liable for any transaction you or any additional cardholder make until the card is returned to us.

7 Receipts and Statements

- 7.1 When you use an EFD to access your account we will provide you with a record of your transaction, unless you specify that a record is not required. Make sure you check your record of the transaction and keep it to reconcile to your statement.
- 7.2 We send you a statement of account at least each month (not always on the same day of each month). However, we need not send a statement of account monthly if:
- no amount was credited or debited to your account during the statement period and the balance on your account is less than \$10;
 - we wrote off your debt during the statement period and no further amount has been debited or credited to your account during the statement period; or
 - you have been in default under this contract for at least 3 months and we cancelled your card before the statement period started and have not provided further credit to you during the statement period.

In each of these circumstances we need only send you a statement at least once every 6 months. You may also request an additional statement at any time but a charge may apply to this.

8 If the EFD Malfunctions

- 8.1 If a Bendigo Bank EFD or electronic system malfunctions after having accepted your EFT instructions and fails to complete the transaction in accordance with those instructions resulting in loss to you of some or all of the amount of a transaction, we will correct that loss by making any necessary adjustments to your account including an adjustment of any interest or fee. If you consider that you have incurred additional losses as a consequence of the malfunction you may make a claim for any such loss.

If you are aware or should have been aware that the Bendigo Bank EFD or electronic system was unavailable for use or was malfunctioning then our responsibility will be limited to the correction of errors in your account and the refund of any fees or charges imposed as a result.

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

9 Use of EFDs

- 9.1 We may limit the amount which you can withdraw from your account on any one day. We may also limit the way the money is given out, e.g. if you want to withdraw \$400, (and that amount is not in excess of the maximum amount withdrawable daily), the EFD may not pay out that amount in one transaction. You may receive \$300 and then have to make another withdrawal of \$100. Currently the maximum amount that can be withdrawn using your card is \$1000 per day (irrespective of the number of accounts which can be accessed by your card). Merchants and operators of EFDs may impose additional restrictions.
- 9.2 You may link your card to:
- a primary demand deposit account
 - a primary mortgage loan account.

Bendigo Home Equity Loan (Regulated)

- 9.3 You can use *your card* to carry out the following transactions at any of *our* automatic teller machines:
- Make deposits to a *primary demand deposit account* and a *primary mortgage loan account*.
 - Make withdrawals from a *primary demand deposit account*.
 - Transfer money from a *primary demand deposit account* to a *primary mortgage loan account*.
 - Get *account* balances for a *primary demand deposit account*.
- 9.4 You can use *your card* at an automatic teller machine operated by a financial institution other than *us* to carry out the following transactions:
- Withdrawals from a *primary demand deposit account*.
 - Get *account* balances for a *primary demand deposit account*.
- 9.5 You can use *your card* at an *EFTPOS* terminal to withdraw cash from a *primary demand deposit account*
- 9.6 You can use *your card* at a Bank@Post™ terminal to carry out the following transactions:
- Withdrawals from a *primary demand deposit account*.
 - Deposits to a *primary demand deposit account*.
 - Get an *account* balance for a *primary demand deposit account*.

10 Processing Date, Deposits, Withdrawals, Transfers and Purchases on Your Account

- 10.1 Transactions made via an *EFD* after 5.00pm (AEST / AEDT) on any day may be held over and not processed to take effect until the next day.
- 10.2 When you make a deposit to *your account* at an *EFD* operated by *us*, two bank officers open the *EFD* the next working day and compare the amount *you* placed in the envelope with the amount *you* entered in the *EFD*. If there is a difference between these two amounts then we will accept the amount in the envelope as the amount deposited and advise *you* in writing as soon as possible of the difference and adjust the *account* backdated to the date of the deposit.
- 10.3 The cheques that *you* deposit must be correctly endorsed.
- 10.4 The proceeds of any deposit may not be available for up to seven working days after the deposit is made. However, this does not mean that the proceeds of any cheques are clear and should the drawer's bank return a cheque after this time, we reserve the right to debit *your account* with the amount of the cheque plus applicable bank charges.
- 10.5 Unless we inform *you* otherwise, deposits to *your account* may be made:
- at any of *our* branches;
 - by mail;
 - through any Bendigo Bank Automatic Teller Machine;
 - or
 - through Bank@Post™ offices.
- 10.6 You must not make any withdrawals, transfers or purchases for an amount that is greater than the balance on any *account* that is not a credit *account*. We do not provide unauthorised credit on such an *account*. If *you* do overdraw on such an *account* you must pay it to *us* immediately and *you* authorise *us* to transfer any money held by *us* in other accounts in *your* name to that overdrawn *account*, to repay the overdrawn amount. In the case of recipients of Social Security benefits, any such transfer action undertaken will conform with the provisions of the Code of Operation for Social Security Direct Deposits Payments Scheme. If *you* overdraw any *account* that is not a credit *account*, a fee may be charged for clearing that overdrawn *account*, in addition to any interest on the amount overdrawn which will be calculated daily until the overdrawn amount is repaid.

11 Card and PIN Security and Unauthorised Transactions

- 11.1 Keep *your card* and *PIN* secure
- 11.1.1 *Your PIN* is confidential. It is *your* electronic signature. *You* must keep *your PIN* and *card* secure. *You* may be legally liable if someone else uses *your card* and/or *PIN* without *your* permission, (see condition 11.3).

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11.1.2 Make sure you:

- Sign *your card* as soon as *you* receive it, if it includes a signature panel.
- Memorise *your PIN* and then destroy any written record *you* have of it. If *you* cannot remember *your PIN* without assistance do not record *your PIN* on *your card* and do not store or carry any record of *your PIN* in an undisguised form with the card (merely placing a couple of digits at the beginning or end of *your PIN* disguising it as a telephone number, postcode or birth date is not sufficient).
- Do not let anyone use *your card*. *You* may be legally liable if someone else uses *your card* and *PIN* with or without *your* permission.
- Do not let anyone see *your PIN* when *you* use an *EFD*. DO NOT store or carry both *your Card* and *PIN* record (without making a reasonable attempt to disguise the *PIN* or prevent unauthorised access to the *PIN* record) in the same receptacle (e.g. handbag, briefcase, luggage) or location (e.g. room, desk, cabinet) where it may be liable to loss or theft simultaneously.
- Collect *your card* from the ATM after completing a transaction.
- Destroy expired cards.
- Ensure that any additional cardholder does each of these things.

You are not liable for any unauthorised use that occurs before *you* have received *your card* and *PIN*. *You* will acknowledge receipt of both when *you* collect *your card* from *your branch*.

11.2 If *your card* is lost or stolen or *you* believe *your PIN* has been discovered or there are unauthorised transactions on *your account*

11.2.1 Notify *us* as soon as possible if *you* believe:

- Someone has stolen *your card*.
- *You* have lost *your card*.
- Someone has discovered *your PIN*.
- There is an unauthorised transaction on *your account*.

The best way is to telephone *our* 24 hour Hotline on 1800 035 383. This is available 24 hours a day, seven days a week. *You* should confirm any verbal notification at one of *our* branches as soon as possible.

11.2.2 Should the Hotline not be available when *you* discover *your card* is lost or stolen, or *your PIN* discovered, then *you* are not liable for any loss *you* suffer during the period of unavailability as long as *you* notify *us* within a reasonable time of the Hotline becoming available.

11.2.3 When *you* report the loss, theft or unauthorised use of *your card* or *PIN*, *you* will be given a notification number which *you* should retain as evidence of the date and time of *your* report.

11.2.4 The *account* holder is not liable for any transactions resulting from unauthorised use of *your card* after *you* have given *us* notice as required by this condition 11.2.

11.3 Liability for transactions

11.3.1 Authorised Transactions

You are responsible and liable for all *authorised transactions*.

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11.3.2 Unauthorised Transactions

If the ePayments Code applies, we will determine *your* liability for losses relating to *unauthorised transactions* consistently with the ePayments Code.

Subject to the ePayments Code, *you* will be liable for *unauthorised transactions* as follows:

You will not be liable and we will refund an <i>unauthorised transaction</i> where:	You will be liable and we will not refund an <i>unauthorised transaction</i> where:
• <i>you</i> and the other persons <i>you</i> authorised to make <i>transactions</i> did not cause or contribute to it in any way; • it was caused by fraud or negligence by <i>our</i> employees or agents or those of a merchant; • it was performed using a forged, faulty, expired or cancelled <i>payment device</i>, <i>access ID</i> or <i>passcode</i>; • it was performed using a <i>payment device</i> or <i>passcode</i> before <i>you</i> received the <i>payment device</i> or <i>passcode</i>; • it results from the same <i>transaction</i> being debited more than once; • it was performed using a <i>payment device</i> after we were informed that the <i>payment device</i> had been misused, lost or stolen; • it was performed using a <i>passcode</i> after we were informed that the security of the <i>passcode</i> had been compromised; or • <i>you</i> are otherwise not liable and entitled to a refund under the ePayments Code.	<i>You</i> or another person <i>you</i> authorised to make <i>transactions</i> caused or contributed to it occurring by: • acting fraudulently; • disclosing a <i>passcode</i> to someone (including a family member or friend); • writing or recording a <i>passcode</i> on a <i>payment device</i> that was used with the <i>passcode</i> to perform the <i>transaction</i>, or recording all <i>passcodes</i> required to perform the <i>transaction</i> (without a <i>payment device</i>) together, without making a reasonable attempt to protect the security of the <i>passcode(s)</i>; • acting with extreme carelessness in failing to protect the security of all <i>passcodes</i> required to perform the <i>transaction</i>; • selecting a numeric <i>passcode</i> that represents <i>your/their</i> birth date or an alphanumeric <i>passcode</i> that is a recognisable part of <i>your/their</i> name; • leaving a <i>card</i> in an ATM; or • delaying telling us about the misuse, loss, theft or compromise of security of a <i>payment device</i> or <i>passcode</i>. Unless the ePayments Code applies and provides otherwise, in each of the abovementioned cases <i>you</i> will be liable for the full amount of <i>your</i> loss resulting from an <i>unauthorised transaction</i>. Where the amount of <i>your</i> loss exceeds the amount <i>you</i> are liable for under the ePayments Code, we will refund <i>you</i> 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.

11.3.3 System or equipment malfunction

If the ePayments Code applies, notwithstanding any other provision of these *terms and conditions*, *you* are not liable for loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance 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*.

12 Safeguarding payment instruments

You should safeguard payment instruments such as cards, cheques, bank cheques and passbooks. Subject to clause 11 you will be liable for all transactions arising from the use of a payment instrument until you have advised *us* of its loss, theft or misuse. If any of the above payment instruments are lost, stolen or misused, you should contact *us* immediately.

13 Errors or Questions

13.1 If *you* have a complaint concerning matters covered by these Conditions of Use (*including* any apparent error in a transaction or instances of unauthorised transactions or error in *your* statement), please promptly notify *us*. *You* can:

- contact any of *our* branches; or
- telephone 1800 035 383 during business hours; or
- write to Card Administration, PO Box 480, Bendigo 3552.

13.2 When *you* contact *us*:

13.2.1 Provide *us* with *your* name and card number.

13.2.2 *You* will be advised as to the steps *you* must take so that an investigation may proceed. *You* will be required to give details of all relevant information regarding the transactions *you* are unsure about. If we decide to resolve an unauthorised transaction complaint by finding the *account* holder is liable for none of the loss or not more than \$150 of the loss under condition 11.3, 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;

13.2.3 Within 21 days of receiving from *you* the relevant details of *your* complaint we will advise *you* in writing of either

- (a) the outcome of *our* investigation and which provisions of these Conditions of Use and the *ePayments Code* were used in determining *your* or *our* liability if any, or
- (b) the need for more time to complete *our* investigation.

Only in exceptional circumstances, of which we will advise *you* in writing, will we take more than 30 days (from when *you* provided the relevant details of *your* complaint) to complete *our* investigations.

On completion of *our* investigation we will advise *you* of the outcome and *our* reasons, with reference to relevant provisions of these Conditions of Use. Our advice will be in writing unless we are able to resolve the matter immediately.

If we conclude as a result of *our* investigations that *your account* has been incorrectly debited or credited, we will promptly adjust *your account* (*including* any interest and charges) accordingly and notify *you* in writing of the amount by which *your account* has been debited or credited as a result.

If we conclude from *our* investigations that *your account* has not been incorrectly debited or credited, or in the case of unauthorised transactions, that *you* have contributed to at least part of the loss occasioned by the unauthorised use (see condition 11.3) we will supply *you* with copies of any document or other evidence on which we based *our* finding.

You will be advised in writing that, if *you* are not satisfied with *our* findings, *you* may request a review of these findings by *our* senior management. *You* will also be advised in writing of other avenues of dispute resolution that are available to *you*.

Where we fail to observe the appropriate allocation of liability in accordance with clauses 5 and 6 of the *ePayments Code* or fail to explain the reasons for any finding that the *account* holder is liable by reference to relevant aspects of those clauses, or in any material respect we fail to observe the complaint investigation and resolution procedures as set out in the Terms and Conditions in this Part or required by the *ePayments Code of Conduct*; 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/complaint.

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13.3 Mistaken Internet Payments

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

Mistaken Internet Payment means '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.

Other ADI 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.

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

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

Note: If you report the *Mistaken Internet Payment* after 10 days but before seven months, the *Unintended Recipient* will be given an opportunity to establish that they are entitled to the funds.

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

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

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

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

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

You may complain about the report by contacting us on 1300 236 344. If you are not satisfied with the outcome you may contact the Australian Financial Complaints Authority on telephone 1800 931 678.

Where you are the recipient of a *Mistaken Internet Payment*, you authorise us to withdraw the funds relating to that *Mistaken Internet Payment* from your account if we are required under the *ePayment Code* to recover those funds from you and return them to the payer's ADI.

14 Variation of these Electronic Banking Conditions of Use

We can change these *Electronic Banking Conditions of Use* at any time. However, if any *law* or the *ePayments Code* or the Banking Code of Practice regulates how and when a change can be made, we may only make the change to the extent permitted by, and subject to the requirements of, that *law* or Code.

For example, under the *ePayments Code*:

- (a) for changes we need to make due to an immediate need to restore or maintain the security of *our* systems or individual *accounts*, we do not have to give advance notice;
- (b) for other changes which:
 - increase *your* liability for losses relating to *EFT* transactions;
 - impose or increase charges relating to the use of *your card* or *PIN* or relating to issuing additional or replacement *cards* or new *PINs*;
 - impose, remove or adjust a daily transaction limit or other periodic transaction limit applying to the use of a *card*, *PIN* or *EFD* or electronic system for *EFT* transactions,
 - we will give *you* at least 30 days written notice of any changes, subject to the provisions of the *ePayments Code of Conduct*; and
- (c) for any other changes, we will notify *you* in advance of the date the change takes effect in a manner to be chosen by *us* which is likely to come to the attention of as many *account* holders as possible (for example media advertisements or placing notices on or near *EFDs* prior to implementing the changes).

Other Codes and *laws* may apply in addition to the *ePayments Code* and require different periods of notice and means of giving notice for various changes.

15 Meaning of Words

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

“account” means the overdraft account referred to in the Standard Terms and Conditions in this booklet and any other banking facility approved by us which may be accessed by a card.

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

“account holder” means the person or persons named in the Schedule as “Borrower”. If there are more than one, it means each of them separately and every two or more of them jointly and includes their successors and assigns.

“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 *you* 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).

“Bendigo Bank EFD” means an EFD controlled or provided by or on behalf of the Bank to facilitate EFT transactions.

“card” means a card we issue to you that can be used to access EFDs. It includes any cards issued to additional cardholders.

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

“EFT” means the electronic transfer of funds.

“ePayments Code” means the *ePayments Code of Conduct*.

“password” means the word nominated at application by the cardholder for identification purposes.

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

Bendigo Home Equity Loan (Regulated)

“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*.

“Pay Anyone transaction” means a transaction using the Pay Anyone Service as described in section K of the Personal Accounts and Facilities Terms and Conditions (RACQ Transition), which can be obtained by contacting any of our branches, by telephoning 1300 236 344, by visiting our website www.bendigobank.com.au.

“PIN” means the Personal Identification Number.

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

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

“Schedule” means the document entitled “Overdraft Schedule”.

“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”, or, “our” means Bendigo and Adelaide Bank Limited ABN 11 068 049 178 Australian Credit Licence 237 879.

“you” or “your” means a cardholder and, unless the context indicates otherwise, includes an additional cardholder. If there is more than one cardholder, *you* means each of them separately and every two or more of them jointly.

The singular includes the plural and vice versa. A reference to:

- a document includes any variation or replacement of it.
- *law* means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, reenactments or replacements of them).

Any thing includes the whole and each part of it.

Talk to us today

In person	At your nearest Bendigo Bank branch
On the phone	Call 1300 236 344
Online	At bendigobank.com.au
By mail	The Bendigo Centre PO Box 480 Bendigo VIC 3552

bendigobank.com.au

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Personal Overdraft.

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
Personal Overdraft Terms and Conditions

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Personal Overdraft

Standard Terms and Conditions

This document does not contain all of the *contract* terms or all of the information we must give to *you* before *you* enter into the *contract*. The rest of the *contract* terms and information is in the *Schedule*, the Bendigo Personal Accounts and Facilities Terms and Conditions and the *Electronic Banking Conditions* of Use. 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 *like this* and some other key words is explained at the end of these *Standard Terms and Conditions*.

1. What we Lend

- 1.1 We agree to provide *you* with a credit facility.
- 1.2 However we do not have to provide the *overdraft facility* until we have received:
 - i. each *security* and any documents we require in relation to any *security*; and
 - ii. evidence of any insurance we require; and
 - iii. any report or valuation we require; and
 - iv. any certificate of independent advice from a solicitor we require; and
 - v. any certificate of financial advice from a financial adviser we require; and
 - vi. any direct debit authority we require; and
 - vii. evidence that *you* have paid or have made satisfactory arrangements to pay any applicable conveyance or transfer stamp duty or similar impost in connection with each *security*; and
 - viii. any other document or information we require.
- 1.3 We can end this *contract* if:
 - (a) any of the items listed at clause 1.2 above are not satisfactory to us; or
 - (b) *you* or a *security provider's* financial circumstances have changed since the *disclosure date*; or
 - (c) any *security* has been withdrawn or is otherwise ineffective; or
 - (d) 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; or
 - (e) *you* or a *security provider* is in default under this *contract* or a *security*; or

(f) *you* or a *security provider* is insolvent.

- 1.4 We can debit all or any part of the credit provided under the overdraft facility to *your* overdraft account. We can debit it (so that *you* pay interest charges on the amount) on the day we provide *you* the amount (if we provide *you* the amount by posting a Bank cheque, this is the day we post that Bank cheque). If our solicitors provide or are to provide any of the credit to *you* or at *your* request (such as on the settlement of a property purchase), the day we provide *you* the amount is the day we provide the funds to our solicitors.
- 1.5 If any of the credit under the overdraft facility is to be used to pay out any other account *you* have with us, then we will effect the payout by crediting that other account with the amount required to pay it out and, at the same time, debiting that amount to *your* overdraft account.
- 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. However if this contract is ended before *you* have obtained any of the 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 we debit in respect of any of our costs we still have to pay.
- 1.7 *You* agree we may sign *our* offer and any document we are required to give *you* electronically and that *our* offer and any other document we are required to give *you* will be considered signed by *us* if and when we type *our* name on it and give the document to *you*. We may at *our* discretion allow *you* to accept *our* offer and execute this *contract* electronically or 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. Borrowing Methods

You may obtain credit under *your* overdraft facility by:

- (a) drawing cheques on *your* overdraft account; or
- (b) requesting us to make direct debits to or other payments from *your* overdraft account; or
- (c) Bendigo Easy Money Card or any other card; or
- (d) any other means we authorise from time to time.

3. Payable on Demand

Acting reasonably, we can demand at any time that *you* pay to us the debit balance of *your* overdraft account plus any amounts charged, accrued or payable but not yet debited to *your* overdraft account (e.g. if *you* are in default, you sell your security property or we reasonably consider it necessary to prevent fraud or other losses to *you* or us). If we make that demand:

- (a) *your* overdraft facility is cancelled; and
- (b) *you* must pay to us the debit balance of *your* overdraft account plus any amounts charged, accrued or payable but not yet debited to *your* overdraft account.

We will give you a reasonable time to repay this amount which may include a period of notice which we must give you to comply with the National Credit Code.

4. Credit Limit

- 4.1 *You* must keep the debit balance of *your* overdraft account within the credit limit.
- 4.2 Acting reasonably, we can change the credit limit at any time. If any law regulates that change, we may only change to the extent permitted by, and subject to, the requirements of that law. *Our* right to make this change is subject to the conditions in clause 18.1.
- 4.3 Without limiting clause 4.2 but subject to the conditions in clause 18.1, we may reduce the credit limit at any time (e.g. If we reasonably consider it necessary to prevent fraud or other losses to *you* or us). If we do so, we will tell *you* in writing.
- 4.4 The credit limit does not change simply because we debit an amount to *your* overdraft account that takes the debit balance of *your* overdraft account over the credit limit.

5. Cancellation of the Overdraft Facility

- 5.1 *You* can cancel the overdraft facility at any time by:
 - (a) telling us in writing that *you* want to do this; and
 - (b) paying us the debit balance of *your* accrued account plus any amounts charged; or
 - (c) payable but not yet debited to *your* overdraft account.
- 5.2 We can cancel the overdraft facility at any time and refuse to provide any further credit to *you* under this contract if we reasonably consider it necessary to prevent fraud or other losses to *you* or us or to protect our legitimate interests. If we do so, we will notify *you* as soon as possible.

- 5.3 If the overdraft facility is cancelled:

- (a) *you* must not attempt to obtain credit under the overdraft facility; and
- (b) the rest of this contract continues to operate.

- 5.4 If *you* cancel the overdraft facility, we will, at *your* request, allow *your* overdraft account to operate as a debit facility only.

6. Joint Accounts

- 6.1 This clause 6 applies if more than one person is named in the Schedule as “Borrower”.
- 6.2 *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 of *your* overdraft account.
- 6.3 Subject to clause 6.4, it is up to all of *you* to specify how many persons must sign in order to operate *your* overdraft account. Account operating instructions are part of *your* contract with us and may only be altered by written notification to us, signed by all of *you*.
- 6.4 Where *you* have chosen to have card access to *your* overdraft account, each of *you* has access to *your* overdraft account. As a signature is not required to access *your* overdraft account via a card, it is not possible for *you* to specify that more than one person must sign in order to operate *your* overdraft account.
- 6.5 Despite any instructions *you* may give us to the contrary, we may insist that *your* overdraft account only be operated on the signatures of all of *you* if:
 - (a) one of *you* requests us to do so; or
 - (b) we are notified of any dispute between *you*; or
 - (c) we are notified of the death or bankruptcy of any of *you*.
- 6.6 If one of *you* (the notifying party) notifies us of a dispute and that the notifying party does not accept liability for further advances of credit, we will exercise our rights under clause 5.2 and cancel the overdraft facility. Following cancellation of the overdraft facility, *your* overdraft account will operate as a debit facility only. The notifying party will be jointly and severally liable for the debit balance of *your* overdraft account at the time of notification but will not be liable for any further advances of credit made after the time of notification.

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

7. Interest Charges

7.1 We calculate interest charges on a daily basis by applying the applicable daily percentage rate to the relevant part of the daily balance.

7.2 We can debit interest charges to *your* overdraft account monthly on the last day of each month. We can also debit interest charges to *your* overdraft account immediately before we make demand under clause 3 or when we cancel the overdraft facility.

7.3 The amount of interest charges debited to *your* overdraft account will comprise the sum of interest charges calculated for each day in the period commencing on:

- (a) in the case of the first interest debit, the settlement date;
- (b) otherwise, the day following the last day for which an interest charge was debited, and ending;
- (c) 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;
- (d) otherwise, the day on which the interest charge is debited.

7.4 We can change each annual percentage rate at any time. If any law regulates that change, we may only change to the extent permitted by, and subject to, the requirements of that law. *Our* right to make this change is subject to the conditions in clause 18.1.

7.5 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 1300 236 344. We publish our reference rates in a major newspaper on the last day of publication each month.

7.6 For the purposes of payments under the contract, a day ends at 5.00pm (AEST / AEDT).

8. Fees and Charges

8.1 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 Schedule which are payable as set out in the 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 Bendigo Bank Schedule of Fees, Charges and Transaction Rebates).

8.2 We can debit these fees and charges to *your* overdraft account.

8.3 We can debit government transaction charges to *your* overdraft account when the receipt or withdrawal to which those charges relate occurs.

8.4 We can change the fees and charges. If any law regulates that change, we may only change to the extent permitted by, and subject to, the requirements of that law. We can also change the contract to introduce new credit fees and charges (see clause 8). Our right to make this change is subject to the conditions in clause 18.1.

8.5 Information on current fees and charges is available on request by asking at any of our branches or by telephoning 1300 236 344.

9. What You Owe Us

Once we debit an amount to *your* overdraft account (if it is not already owed), *you* owe us that amount.

10. Statements

We will send *you* a statement of account at least once every three months (not always on the same day in each month). However, we need not send *you* 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* overdraft account during the statement period; or
- (b) *you* have been in default under this contract for at least three months and we cancelled *your* overdraft facility before the statement period started and have not provided further credit to *you* during the statement period.

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 or by telephoning 1300 236 344.

11. Over the Limit Payments

- 11.1 If the debit balance of *your* overdraft account exceeds the credit limit, *you* must immediately pay the amount by which that balance exceeds the credit limit. We do not need to ask *you* for it first.
- 11.2 We do not treat a payment as made until we credit it to *your* overdraft account.

12. Application of Payments

- 12.1 Payments received by us under the contract may be applied by us to any amounts *you* owe us under the contract in any order we determine.
- 12.2 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 think fit.

13. Inconsistency

If there is any conflict or inconsistency between the Schedule, Standard Terms and Conditions, any security and the Electronic Banking Conditions of Use, those documents will prevail in that order to the extent of the inconsistency.

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* 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 2 or more of *your* accounts even if the accounts are at different branches or in joint names. For example, we may do this if *you* exceed the credit limit applicable to *your* overdraft account and the other account is in credit. In this situation the credit in one account would be used to reduce the debit balance in the other account. We will promptly inform *you* if we combine *your* accounts. We need not notify *you* in advance.

- 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. Enforcement Expenses

- 16.1 Enforcement expenses may become payable under the contract or a security (or both) in the event of a breach.
- 16.2 *You* agree to pay us all reasonable enforcement expenses we reasonably incur arising from any breach of this contract or any security. Enforcement expenses include but are not limited to those reasonably incurred by the use of our staff and facilities. We can debit these amounts to *your* overdraft account.

17. Security

- 17.1 If the security includes a mortgage:
- (a) *you* must ensure the mortgagor's obligations under the mortgage are performed; and
 - (b) any expenses incurred by us in preserving or maintaining property subject to that mortgage (including insurance, rates and taxes payable for that property) after a breach occurs and which are authorised by the mortgage will be an enforcement expense under clause 16.

If the property, the subject of that mortgage 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 under clause 16.

- 17.2 If the security includes a guarantee, you must ensure that the guarantor's obligations under the guarantee are performed.
- 17.3 Your obligations under the contract are not covered by any security interest other than any security interest referred to in the 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.

18. Changes

- 18.1 Acting reasonably, we may change this contract at any time. If any law regulates that change, we may only change to the extent permitted by, and subject to, the requirements of that law. The changes we may make include:

- (a) introducing new credit fees and charges;
- (b) changing the basis upon which we calculate interest or the time at which it is debited;
- (c) changing the way in which repayments are calculated or when they are due;
- (d) changing when you owe us an amount; and
- (e) changing when we will give you a statement of account.

We can only make changes under this contract without your consent 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.

- 18.2 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
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).

19. 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.

20. Review

20.1 We can review *your* overdraft facility at any time.

20.2 On a review of *your* overdraft facility, *you* must provide us with any documents or information we reasonably require.

21. General Matters

21.1 We may exercise a right or remedy or refuse to give our consent in any way we consider appropriate, including by imposing reasonable conditions.

21.1A 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.

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

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

21.3 *Our* rights and remedies under this contract are in addition to other rights and remedies provided by law independently of it.

21.4 *Our* rights and remedies under this contract may be exercised by any of our employees or any other person we authorise.

21.5 To the full extent permitted by law we are not liable for any loss (including any consequential loss) caused by the exercise or attempted exercise of, failure to exercise or delay in exercising, a right or remedy, 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.

21.6 Information on current interest rates and fees and charges is available on request by contacting any of *our* branches or by telephoning 1300 236 344.

Our Certificates

21.7 We may give *you* a certificate about a matter or about an amount payable in connection with this contract. We may use the certificate as evidence of the matter or amount, unless it is incorrect.

Assignment

21.8 We may assign or otherwise deal with our rights under this contract in any way we consider appropriate. *You* agree that we may disclose any information or documents we consider desirable to help us exercise this right. *You* also agree that we may disclose information or documents at any time to a person to whom we assign our rights under this contract. *your* rights are personal to *you* and may not be assigned without our written consent.

Documents

21.9 *You* must supply us with any information or documents we reasonably ask for about *your* financial circumstances.

Valuations

21.10 Any valuation or report we obtain is for our benefit, not *yours*. *You* may not rely on it.

Blanks

21.11 *You* agree that we may fill in any blanks in any document related to this contract (such as an acknowledgement).

Notices, Other Communications and Serving Documents

- 21.12 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.
- 21.13 Communications for us may be:
- (a) given personally to one of our employees at or sent by post; or
 - (b) given by any other means permitted by law.
- 21.14 Communications for *you* may be:
- (a) given to *you* personally or left at:
 - i. any address specified by *you*; or
 - ii. (if *you* are an individual) *your* residential or business address last known to us; or
 - iii. (if *you* are a body corporate) *your* registered office by leaving it with one of *your* officers; or
 - (b) sent by pre-paid post to any of these places; or
 - (c) given by any other means permitted by law.
- 21.15 The communications take effect from the time they are received unless a later time is specified in them.
- If they are sent by post to *your* last known residential or business address, they are taken to be received on the day they would be received in the ordinary course of the post. If they are given by newspaper advertisements, they are taken to be received on the date they are first published.

Consumer Credit Legislation

- 21.16 Clauses 21.17 and 21.18 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 National Credit Code website at www.asic.gov.au/credit
- 21.17 If:
- (a) that Code would otherwise make a provision of this contract illegal, void or unenforceable; or
 - (b) 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.

- 21.18 If that Code is inconsistent with this contract, that Code overrides this contract to the extent of the inconsistency.

Set-off

- 21.19 Subject to any statutory right of set-off which we cannot exclude by agreement such as under consumer credit or competition and consumer legislation, *you* must pay all amounts due under this contract in full without setting off amounts *you* believe we owe *you* and without counterclaiming from us.

Severance

- 21.20 Subject to clauses 21.17 and 21.18, any provision of this contract that is illegal, void or unenforceable shall be ineffective to the extent only of such illegality, voidness or unenforceability without invalidating the remaining provisions of this contract.

Inconsistent Law

- 21.21 To the extent allowed by law and subject to clauses 21.17, 21.18, 21.20 and 21.1A, this contract prevails to the extent it is inconsistent with any law.

Applicable Law

- 21.22 If *you* reside in an Australian state or territory then this contract is subject to the laws of that state or territory. Otherwise, this contract is subject to the laws of the Australian state or territory under which we first provide credit under this contract.
- 21.23 *You* submit to the jurisdiction of the courts of the Australian state or territory whose laws apply to this contract and the proper jurisdiction of any other court.

22. Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF)

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

- (a) require *you* to provide to us, or otherwise obtain, any additional documentation or other information;
- (b) suspend, block or delay transactions on *your* account, or refuse to provide services to *you*;
- (c) report any, or any proposed, transaction or activity to any body authorised to accept such reports relating to anti-money laundering and counter-terrorism financing or any other law.

23. Periodical Payments and Direct Debits

23.1 If *you* give us authority, we can have regular payments made automatically out of *your* overdraft account on pre-set dates, advised by *you*. This type of payment is called a 'Periodical Payment' or 'Direct Debit'.

The difference between these payment methods is:

- (a) We make periodical payments from *your* overdraft account to another account with us or with another financial institution or to a third party. To do this we need *you* to call into one of our branches to give us *your* instructions.
- (b) A company, organisation or fund, sends direct debits to *your* overdraft account according to an authority which *you* need to set up through the company, organisation or fund receiving the money, allowing us to make these payments.

23.2 Future payments set up using *your* account number can be altered or stopped by *you* at any time by advising us by notice in writing, via telephone, via secure email or by visiting one of our branches and talking to a staff member. We will take and promptly process *your* instruction to cancel a direct debit request which is set up using *your* account.

23.3 *You* are encouraged to maintain a record of any Regular Payment Arrangement entered into with a merchant using *your* card number.

23.4 To either change or cancel any Regular Payment Arrangement set up using *your* card number *you* should contact the merchant at least 15 days prior to the next scheduled payment. Until *you* attempt to cancel the Regular Payment Arrangement with the merchant directly we must accept the merchant's transaction. If possible *you* should retain a copy of their change/cancellation request. Should the

merchant fail to act in accordance with these instructions *you* may have rights to dispute the transaction.

23.5 Should *your* card number be changed i.e. as a result of lost or stolen card *you* must request the merchant to change the details of *your* existing Regular Payment Arrangement to ensure arrangements continue. If *you* fail to undertake this activity *your* Regular Payment Arrangement either may not be honoured by us or the merchant may stop providing the goods and/or services.

23.6 Should *you* elect to close *your* card account or *your* account is closed by us *you* should contact the merchant to amend any Regular Payment Arrangement set up using *your* card number; as the merchant may stop providing the goods and/or services.

23.7 It is important that the difference between *your* overdraft account balance and *your* credit limit is sufficient to cover periodical payments and direct debits when they are due. If the balance is insufficient, any direct debits are returned unpaid (dishonoured) to the originating third party. However we will attempt to make periodical payments from *your* overdraft account before 8am for three consecutive days. Another attempt will be made on the fourth day and if still unsuccessful, *you* will be notified in writing that no more attempts will be made and *you* should call into one of our branches to arrange payment. A fee will be debited to *your* overdraft account in these circumstances (see clause 8).

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

23.8 If *you* cancel a direct debit, periodical payment or sweep facility, we must receive *your* instructions at least 1 business day prior to the due date of the next payment, otherwise that payment may nevertheless be made. For direct debit cancellations we may suggest that *you* contact the merchant concerned.

24. Meaning of Words

"Account Overlimit Rate" is the reference rate we determine from time to time which we call the "Account Overlimit Rate".

"annual percentage rate" means the rate described as an annual percentage rate in the Schedule.

"card" means a Bendigo Debit Mastercard, Bendigo Easy Money card, Bendigo Visa credit card or

Bendigo Mastercard credit card issued to *you* or an additional cardholder by us, that can be used to undertake an EFT transaction.

“contract” means the overdraft contract (as varied from time to time) *you* make or have made with us.

It comprises:

- (a) The Schedule;
- (b) The Standard Terms and Conditions; and
- (c) The Electronic Banking Conditions of Use.

“costs” includes charges and expenses and costs; charges and expenses in connection with legal and other advisers.

“credit fees and charges” means the credit fees and charges set out in the Schedule and any other fees and charges payable in connection with this contract or a security, but does not include:

- (a) interest charges;
- (b) any fees or charges that are payable to or by us if they would be payable even if the credit facility were not available;
- (c) enforcement expenses, government transaction charges.

“credit limit” means the amount we determine to be the credit limit from time to time. As at the disclosure date it is the amount described as that in the Schedule.

“daily balance” means for a day on which an interest charge is debited to *your* overdraft account and where the debit made on that day includes the interest charge for that day, the debit balance of *your* overdraft account immediately before the end of that day; and for any other day, the debit balance of *your* overdraft account at the end of that day.

“daily percentage rate” means each annual percentage rate divided by 365 or 366 in a leap year.

“debit balance of *your* overdraft account” means the amount by which *your* overdraft account balance is in debit.

“disclosure date” is the date described as that in the Schedule.

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

“government transaction charges” means all additional government stamp and other duties and charges payable on receipts or withdrawals under this contract or a security.

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

“insolvent” means

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

“jurisdiction” This contract is governed by the law in force in Victoria. *You* and we submit to the nonexclusive jurisdiction of the courts in that place.

“law” means common law, principles of equity and laws made by parliament (and includes regulations and other instruments under laws made by parliament and consolidations, amendments, re-enactments or replacements of any of them).

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

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

“overdraft facility” is the credit facility available or to be made available to *you* under this contract.

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

“Personal Overdraft Variable Rate” is the reference rate we determine from time to time which we call the “Personal Overdraft Variable Rate”.

“Regular payment” – either a recurring payment or an instalment payment which represents an agreement between a cardholder and a merchant to debit a card at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by both parties.

“Schedule” means the document entitled “Overdraft Schedule”.

“security” means each security interest described in the 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. 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 provide *you* with all or any part of the credit under the overdraft facility.

“Standard Terms and Conditions” means this document as varied from time to time.

“such as” see including.

“we,” “us” and “our” means the entity named in the Schedule as the credit provider under this contract and its successors and assigns.

“you” and “your” means the person or persons named in the Schedule as “Borrower”. If there are more than one, *you* and *your* means each of them separately and every two or more of them jointly. *You* and *your* includes *your* successors and assigns. The singular includes the plural and vice versa. A reference to:

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

Bendigo and Adelaide Bank Limited
ABN 11 068 049 178 AFSL/Australian Credit Licence
237879

Electronic Banking Conditions of Use

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Some of the words used in these Conditions of Use have special meanings. When a word with a special meaning is used, it is printed in *italics* (like this). These special meanings are set out in condition 15 of these Conditions of Use.

1. Scope of these Conditions of Use

These Conditions of Use apply to the use of *your* card or card details (such as card number and expiry date) to initiate transactions whether through an EFD or not.

2. Codes of Practice

We warrant that we will comply with the requirements of the ePayments Code and the Banking Code of Practice in relation to the operation of *your* accounts and in relation to the use of a card or card and PIN to initiate an EFT transaction.

3. Personal Details

- 3.1 *You* must choose a password for *your* card. We may ask *you* for this password at any time as further proof of *your* identity.
- 3.2 *You* must notify us immediately if *you* change *your* name or address.

4. Your Card

- 4.1 *Your* card remains our property. We may issue replacement cards at any time and we may retain or require *you* to return *your* card at any time.
- 4.2 *Your* card is only valid for the period shown on it.
- 4.3 If *your* card includes a signature panel *you* must sign *your* card as soon as you receive it.
- 4.4 The fact that any promotional material is displayed at premises, does not mean that we guarantee that all goods and services available there may be obtained by using *your* card. We are not responsible if a merchant or financial institution refuses to accept *your* card, does not allow cash withdrawals or places other limitations on using *your* card.
- 4.5 We are not responsible for goods or services obtained by using *your* card, unless the law makes us liable. Therefore, if *you* have any complaints about goods or services, *you* must take them up with the merchant.
- 4.6 We are not responsible for any refund to *you* by a merchant or financial institution unless the law makes us liable where *you* use *your* card.
- 4.7 When *you* use *your* card at the office or EFD of another organisation *you* are still bound by these Conditions of Use as if the card was used in one of our own offices or EFDs. *You* will also be subject to any operational condition imposed by that other organisation and we accept no responsibility for the imposition of such conditions.

5. Additional Cards

- 5.1 An account holder who is a cardholder can nominate another person to have an additional card and have access to the account. The person must be 16 years or older. These Conditions of Use apply to any additional card in the same way as they apply to *your* card. This means that any additional cardholder has the same obligations to us concerning an additional card as *you* have to us concerning *your* card. Each account holder will be legally liable to us under these Conditions of Use for all actions and omissions of each additional cardholder and for all use (whether authorised or unauthorised) of an additional card by any person.
- 5.2 *You* can arrange to have the authority of an additional cardholder cancelled, stopped or revoked at any time. If *you* want to cancel, stop or revoke the authority of an additional cardholder to access and operate *your* account, *you* must notify us in writing and return to us any cards (cut in half for

your protection) that we have issued to that person. Cancelling, stopping or revoking the authority of an additional cardholder will not be effective until the additional card is surrendered or *you* have taken all reasonable steps to have the card returned to us.

6. Our Right to Cancel *your* Card

- 6.1 If we believe that *you* gave us false or misleading information to open *your* account or to obtain a card or *you* failed to abide by any of these Conditions of Use, we may cancel *your* card, and *you* must immediately return *your* card together with any additional cards to us.
- 6.2 We may also cancel *your* card where it is reasonably necessary to protect *our* legitimate interests, or to benefit *you*. If we do, *you* must return *your* card and all additional cards.
- 6.3 After we cancel *your* card, *you* are still liable for any transaction *you* or any additional cardholder make until the card is returned to us.

7. Receipts and Statements

- 7.1 When *you* use an EFD to access *your* account we will provide *you* with a record of *your* transaction, unless *you* specify that a record is not required. Make sure *you* check *your* record of the transaction and keep it to reconcile to *your* statement.
- 7.2 We send *you* a statement of account at least once every three months (not always on the same day of each month). However, we need not send a statement of account monthly if:
- (a) we wrote off *your* debt during the statement period and no further amount has been debited or credited to *your* account during the statement period.

8. If the EFD Malfunctions

- 8.1 If a Bendigo Bank EFD or electronic system malfunctions after having accepted *your* EFT instructions and fails to complete the transaction in accordance with those instructions resulting in loss to *you* of some or all of the amount of a transaction, we will correct that loss by making any necessary adjustments to *your* account including an adjustment of any interest or fee. If *you* consider that *you* have incurred additional losses as a consequence of the malfunction *you* may make a claim for any such loss.

If *you* are aware or should have been aware that the Bendigo Bank EFD or electronic system was unavailable for use or was malfunctioning then our responsibility will be limited to the correction of

errors in *your* account and the refund of any fees or charges imposed as a result.

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

9. Use of EFDs

- 9.1 We may limit the amount which *you* can withdraw from *your* account on any one day. We may also limit the way the money is given out, e.g. if *you* want to withdraw \$400, (and that amount is not in excess of the maximum amount withdrawable daily), the EFD may not pay out that amount in one transaction. *You* may receive \$300 and then have to make another withdrawal of \$100. Currently the maximum amount that can be withdrawn using *your* card is \$1000 per day (irrespective of the number of accounts which can be accessed by *your* card). Merchants and operators of EFDs may impose additional restrictions.
- 9.2 *You* may link *your* card to:
- (a) a primary demand deposit account;
 - (b) a primary revolving credit account;
 - (c) a primary mortgage loan account.
- 9.3 *You* can use *your* card to carry out the following transactions at any of our automatic teller machines:
- (a) make deposits to a primary demand deposit account, a primary revolving credit account or a primary mortgage loan account;
 - (b) make withdrawals from a primary demand deposit account and a primary revolving credit account;
 - (c) transfer money from a primary demand deposit account to a primary revolving credit account or a primary mortgage loan account;
 - (d) transfer money from a primary revolving credit account to a primary demand deposit account or a primary mortgage loan account;
 - (e) get account balances for a primary demand deposit account and a primary revolving credit account.
- 9.4 *You* can use *your* card at an automatic teller machine operated by a financial institution other than us to carry out the following transactions:
- (a) withdrawals from a primary demand deposit account and a primary revolving credit account;

- (b) get account balances for a primary demand deposit account and a primary revolving credit account;
 - (c) *you* may also be able to transfer money from one account to another depending upon the particular financial institution which operates the automatic teller machine.
- 9.5 *You* can use *your* card at an EFTPOS terminal to withdraw cash from a primary demand deposit account
- 9.6 *You* can use *your* card at a Bank@Post™ terminal to carry out the following transactions:
 - (a) withdrawals from a primary demand deposit account and a primary revolving credit account;
 - (b) deposits to a primary demand deposit account and a primary revolving credit account;
 - (c) get an account balance for a primary demand deposit account and a primary revolving credit account.
- 10. Processing Date, Deposits, Withdrawals, Transfers and Purchases on *Your* Account**
 - 10.1 Transactions made via an EFD after 5.00pm (AEST / AEDT) on any day may be held over and not processed to take effect until the next day.
 - 10.2 When *you* make a deposit to *your* account at an EFD operated by us, two bank officers open the EFD the next working day and compare the amount *you* placed in the envelope with the amount *you* entered in the EFD. If there is a difference between these two amounts then we will accept the amount in the envelope as the amount deposited and advise *you* in writing as soon as possible of the difference and adjust the account backdated to the date of the deposit.
 - 10.3 The cheques that *you* deposit must be correctly endorsed.
 - 10.4 The proceeds of any deposit may not be available for up to seven working days after the deposit is made. However, this does not mean that the proceeds of any cheques are clear and should the drawer's bank return a cheque after this time, we reserve the right to debit *your* account with the amount of the cheque plus applicable bank charges.
- 10.5 Unless we inform *you* otherwise, deposits to *your* account may be made at any of our branches:
 - (a) by mail;
 - (b) through any Bendigo Bank Automatic Teller Machine;
 - (c) through Bank@Post™ offices.
- 10.6 *You* must not make any withdrawals, transfers or purchases for an amount that is greater than the balance on any account that is not a credit account. We do not provide unauthorised credit on such an account. If *you* do overdraw on such an account *you* must pay it to us immediately and *you* authorise us to transfer any money held by us in other accounts in *your* name to that overdrawn account, to repay the overdrawn amount.

In the case of recipients of Social Security benefits, any such transfer action undertaken will conform with the provisions of the Code of Operation for Social Security Direct Deposits Payments Scheme.

If *you* overdraw any account that is not a credit account, a fee may be charged for clearing that overdrawn account, in addition to any interest on the amount overdrawn which will be calculated daily until the overdrawn amount is repaid.
- 11. Card and PIN Security and Unauthorised Transactions**
 - 11.1 Keep *your* card and PIN secure
 - 11.1.1 *Your* PIN is confidential. It is *your* electronic signature. *You* must keep *your* PIN and card secure. *You* may be legally liable if someone else uses *your* card and/or PIN without *your* permission (see condition 11.3).
 - 11.1.2 Make sure *you*:
 - (a) If *your* card includes a signature panel *you* must sign *your* card as soon as *you* receive it.
 - (b) Memorise *your* PIN and then destroy any written record *you* have of it. If *you* cannot remember *your* PIN without assistance do not write or indicate *your* PIN on *your* card and do not keep an undisguised record of *your* PIN on any article normally carried with or stored with *your* card.
 - (c) Do not tell anyone *your* PIN. Do not let anyone use *your* card.

- (d) Do not let anyone see *your* PIN when you use an EFD. DO NOT store or carry both *your* Card and PIN record (without making a reasonable attempt to disguise the PIN or prevent unauthorised access to the PIN record) in the same receptacle (e.g. handbag, briefcase, luggage) or location (e.g. room, desk, cabinet) where it may be liable to loss or theft simultaneously.
- (e) You are not liable for any unauthorised use that occurs before you have received *your* card and PIN. You will acknowledge receipt of both when you collect *your* card from *your* branch.

11.2 If *your* card is lost, stolen or you believe *your* PIN has been discovered or there are unauthorised transactions on *your* account please notify us.

11.2.1 Notify us as soon as possible if you believe:

- (a) Someone has stolen *your* card. You have lost *your* card. Someone has discovered *your* PIN.
- (b) There is an unauthorised transaction on *your* account please notify us.

The best way is to telephone our 24 hour Hotline on 1800 035 383. This is available 24 hours a day, 7 days a week. You should confirm any verbal notification at one of our branches as soon as possible.

11.2.2 Should the Hotline not be available when you discover *your* card is lost or stolen, or *your* PIN discovered, then you are not liable for any loss you suffer during the period of unavailability as long as you notify us within a reasonable time of the Hotline becoming available.

11.2.3 When you report the loss, theft or unauthorised use of *your* card or PIN, you will be given a notification number which you should retain as evidence of the date and time of *your* report.

11.2.4 The account holder is not liable for any transactions resulting from unauthorised use of *your* card after you have given us notice as required by this condition 11.2.

11.3 Liability for transactions

11.3.1 Authorised Transactions

You are responsible and liable for all *authorised* transactions.

11.3.2 Unauthorised Transactions

If the ePayments Code applies, we will determine *your* liability for losses relating to *unauthorised* transactions consistently with the ePayments Code. Subject to the ePayments Code, you will be liable for *unauthorised* transactions as follows:

You will not be liable and we will refund an <i>unauthorised</i> transaction where:	You will be liable and we will not refund an <i>unauthorised</i> 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 <i>payment device</i>, <i>access ID</i> or <i>passcode</i>; • it was performed using a <i>payment device</i> or <i>passcode</i> before you received the <i>payment device</i> or <i>passcode</i>; • it results from the same <i>transaction</i> being debited more than once; • it was performed using a <i>payment device</i> after we were informed that the <i>payment device</i> had been misused, lost or stolen; • it was performed using a <i>passcode</i> after we were informed that the security of the <i>passcode</i> had been compromised; or	You or another person you authorised to make transactions caused or contributed to it occurring by: • acting fraudulently; • disclosing a <i>passcode</i> to someone (including a family member or friend); • writing or recording a <i>passcode</i> on a <i>payment device</i> that was used with the <i>passcode</i> to perform the <i>transaction</i>, or recording all <i>passcodes</i> required to perform the <i>transaction</i> (without a <i>payment device</i>) together, without making a reasonable attempt to protect the security of the <i>passcode(s)</i>; • acting with extreme carelessness in failing to protect the security of all <i>passcodes</i> required to perform the <i>transaction</i>; • selecting a numeric <i>passcode</i> that represents your/their birth date or an alphanumeric <i>passcode</i> that is a recognisable part of your/their name;

• <i>you</i> are otherwise not liable and entitled to a refund under the ePayments Code.	• leaving a card in an ATM; or • delaying telling <i>us</i> about the misuse, loss, theft or compromise of security of a <i>payment device</i> or <i>passcode</i>. Unless the ePayments Code applies and provides otherwise, in each of the abovementioned cases <i>you</i> will be liable for the full amount of <i>your</i> loss resulting from an <i>unauthorised transaction</i>. Where the amount of <i>your</i> loss exceeds the amount <i>you</i> are liable for under the ePayments Code, we will refund <i>you</i> the difference.
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In any case not covered by the circumstances set out above, *your* liability for an *unauthorised transaction* will be capped at \$150.00.

11.3.3 System or equipment malfunction

If the ePayments Code applies, notwithstanding any other provision of these *terms and conditions*, *you* are not liable for loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a *transaction* accepted by the system or equipment in accordance 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*.

12. Safeguarding payment instruments

You should safeguard payment instruments such as cards, cheques, bank cheques and passbooks. Subject to clause 11 *you* will be liable for all transactions arising from the use of a payment instrument until *you* have advised *us* of its loss, theft or misuse. If any of the above payment instruments are lost, stolen or misused, *you* should contact *us* immediately.

13. Errors or Questions

13.1 If *you* have a complaint concerning matters covered by these Conditions of Use (including any apparent error in a transaction or instances of unauthorised transactions or error in *your* statement), please promptly notify *us*.

You can:

- contact any of our branches; or
- telephone 1800 035 383 during business hours; or
- write to Card Administration, PO Box 480, Bendigo 3552.

13.2 When *you* contact *us*:

Provide *us* with *your* name and card number.

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

If we decide to resolve an unauthorised transaction complaint by finding the account holder is liable for none of the loss or not more than \$150 of the loss under condition 11.3.7, then within seven business days of receiving the complaint, we will adjust the account accordingly, provide the information required by paragraphs 6 and 9 of this condition and close the investigation. Otherwise, if we are unable to resolve the matter immediately we will provide *you* with a written advice of our procedures as to how it will be investigated further and the other paragraphs in this condition will apply;

Within 30 days of receiving from *you* the relevant details of *your* complaint we will advise *you* in writing of either
(a) the outcome of our investigation and which provisions of these Conditions of Use and the ePayments Code were used in determining *your* or our liability if any, or
(b) the need for more time to complete our investigation.

Only in exceptional circumstances, of which we will advise *you* in writing, will we take more than 30 days (from when *you* provided the relevant details of *your* complaint) to complete our investigations.

On completion of our investigation we will advise *you* of the outcome and our reasons, with reference to relevant provisions of these Conditions of Use. Our advice will be in writing unless we are able to resolve the matter immediately.

If we conclude as a result of our investigations that *your* account has been incorrectly debited or credited, we will promptly adjust *your* account (including any interest and charges) accordingly and notify *you* in writing of the amount by which *your* account has been debited or credited as a result.

If we conclude from our investigations that *your* account has not been incorrectly debited or credited, or in the case of unauthorised transactions, that *you* have contributed to at least part of the loss occasioned by the unauthorised use (see condition 11.3) we will supply *you* with copies of any document or other evidence on which we based our finding. *You* will be advised in writing that, if *you* are not satisfied with our findings, *you* may request a review of these findings by our senior management. *You* will also be advised in writing of other avenues of dispute resolution that are available to *you*.

Where we fail to observe the appropriate allocation of liability in accordance with clauses 5 and 6 of the ePayments Code or fail to explain the reasons for any finding that the account holder is liable by reference to relevant aspects of those clauses, or in any material respect we fail to observe the complaint investigation and resolution procedures as set out in the Terms and Conditions in this Part or required by the ePayments Code of Conduct; 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/complaint.

13.3 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 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.

- If *you* made the report within ten business days, the receiving bank will withdraw the funds from the unintended recipients account.
- If *you* made the report between ten business days and seven months, the receiving bank will give the unintended recipient ten 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.
- 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*.

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.

You may complain about the report by contacting us on 1300 236 344. If *you* are not satisfied with the outcome *you* may contact the Australian Financial Complaints Authority on telephone 1800 931 678.

14. Changes to these Conditions of Use

Acting reasonably, we can change these Electronic Banking Conditions of Use at any time. However, if any law or the ePayments Code or the Banking Code of Practice regulates how and when a change can be made, we may only make the change to the extent permitted by, and subject to the requirements of, that law or Code. Our right to make changes to these Electronic Banking Conditions of Use is subject to the same conditions set out in clause 18.1 of the Standard Terms and Conditions.

For example, under the ePayments Code:

- (a) for changes we need to make due to an immediate need to restore or maintain the security of our systems or individual accounts, we do not have to give advance notice;
- (b) for other changes which:
 - i. increase *your* liability for losses relating to EFT transactions;
 - ii. impose or increase charges relating to the use of *your* card or PIN or relating to issuing additional or replacement cards or new PINs;
 - iii. impose, remove or adjust a daily transaction limit or other periodic transaction limit applying to the use of a card, PIN or EFD or electronic system for EFT transactions;

We will give *you* at least 30 days written notice of any changes, subject to the provisions of the ePayments Code.

- (c) for any other changes, we will notify *you* in advance of the date the change takes effect in a manner to be chosen by us which is likely to come to the attention of as many account holders as possible (for example media advertisements or placing notices on or near EFDs prior to implementing the changes).

Other Codes and laws may apply in addition to the ePayments Code and require different periods of notice and means of giving notice for various changes.

15. Meaning of Words

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

“account” means the overdraft account referred to in the Standard Terms and Conditions in this booklet and any other banking facility approved by us which may be accessed by a card.

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

“account holder” means the person or persons named in the Schedule as “Borrower”. If there are more than one, it means each of them separately and every two or more of them jointly and includes their successors and assigns.

“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).

“Bendigo Bank EFD” means an EFD controlled or provided by or on behalf of the Bank to facilitate EFT transactions.

“card” means a card we issue to *you* that can be used to access EFDs. It includes any cards issued to additional cardholders.

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

bank will return the funds to us. We will then return the funds to *you*.

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.

You may complain about the report by contacting us on 1300 236 344. If *you* are not satisfied with the outcome *you* may contact the Australian Financial Complaints Authority on telephone 1800 931 678.

14. Changes to these Conditions of Use

Acting reasonably, we can change these Electronic Banking Conditions of Use at any time. However, if any law or the ePayments Code or the Banking Code of Practice regulates how and when a change can be made, we may only make the change to the extent permitted by, and subject to the requirements of, that law or Code. Our right to make changes to these Electronic Banking Conditions of Use is subject to the same conditions set out in clause 18.1 of the Standard Terms and Conditions.

For example, under the ePayments Code:

- (a) for changes we need to make due to an immediate need to restore or maintain the security of our systems or individual accounts, we do not have to give advance notice;
- (b) for other changes which:
 - i. increase *your* liability for losses relating to EFT transactions;
 - ii. impose or increase charges relating to the use of *your* card or PIN or relating to issuing additional or replacement cards or new PINs;
 - iii. impose, remove or adjust a daily transaction limit or other periodic transaction limit applying to the use of a card, PIN or EFD or electronic system for EFT transactions;

We will give *you* at least 30 days written notice of any changes, subject to the provisions of the ePayments Code.

- (c) for any other changes, we will notify *you* in advance of the date the change takes effect in a manner to be chosen by us which is likely to come to the attention of as many account holders as possible (for example media advertisements or placing notices on or near EFDs prior to implementing the changes).

Other Codes and laws may apply in addition to the ePayments Code and require different periods of notice and means of giving notice for various changes.

15. Meaning of Words

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

“account” means the overdraft account referred to in the Standard Terms and Conditions in this booklet and any other banking facility approved by us which may be accessed by a card.

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

“account holder” means the person or persons named in the Schedule as “Borrower”. If there are more than one, it means each of them separately and every two or more of them jointly and includes their successors and assigns.

“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).

“Bendigo Bank EFD” means an EFD controlled or provided by or on behalf of the Bank to facilitate EFT transactions.

“card” means a card we issue to *you* that can be used to access EFDs. It includes any cards issued to additional cardholders.

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

“EFT” means the electronic transfer of funds.

“ePayments Code” means the ePayments Code of Conduct.

“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.

“password” means the word nominated at application by the cardholder for identification 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 *us* and *you* to perform *transactions*.

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

“PIN” means the Personal Identification Number.

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

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

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

“Schedule” means the document entitled “Overdraft Schedule”.

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

“you” or “your” means a cardholder and, unless the context indicates otherwise, includes an additional cardholder. If there is more than one cardholder, *you* means each of them separately and every two or more of them jointly.

The singular includes the plural and vice versa.

A reference to:

- (a) A document includes any variation or replacement of it.
- (b) 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).

Any thing includes the whole and each part of it.

The following part of the terms and conditions booklet only applies to *your* loan if, when *you* sign the 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 7 days after *you* give *your* request to the credit provider. *You* may be charged a fee for the statement.

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

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

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

Yes, but only if *your* contract says so.

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

That depends on the type of change. For example —

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

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

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

If that is not successful, *you* may contact the 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

Phone: 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 <https://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 14 days of that happening, *your* credit provider must ensure *you* have a written notice of the particulars of that insurance.

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

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

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

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

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

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

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

Mortgages

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

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

16. Should I get a copy of my mortgage?

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

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

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

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

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

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

General

22. What do I do if I 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

In person	At your nearest Bendigo Bank branch
On the phone	Call 1300 236 344
Online	At bendigobank.com.au
By mail	The Bendigo Centre PO Box 480 Bendigo VIC 3552

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

(V029) BEN50TC020 (31/03/2026)

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Schedule of Fees, Charges and Transaction Account Rebates. Terms & Conditions.

15 May 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
Schedule of Fees, Charges and Transaction
Account Rebates

About this document

This Schedule of Fees, Charges and Transaction Account Rebates is an important document. It provides you with information about the fees, charges and transaction account rebates applicable to the accounts and facilities contained within your Terms and Conditions.

Section A of this Schedule of Fees, Charges and Transaction Account Rebates booklet applies to the Bendigo Bank account types listed in Section A.

Section B of this Schedule of Fees, Charges and Transaction Account Rebates booklet applies to banking services and payment facilities provided by Bendigo Bank in relation to interests or investment in a managed fund issued by Sandhurst Trustees Limited ABN 16 004 030 737 AFSL 237906.

This document should be read in conjunction with your applicable account Terms and Conditions (or other disclosure documents) and any applicable Schedule of Interest Rates.

You should refer to the abovementioned documents that are relevant to your account or contact us to find out which services are available for your account.

The issuer of this document is Bendigo and Adelaide Bank Limited, The Bendigo Centre, Bendigo, VIC 3550 ABN 11 068 049 178.
AFSL/Australian Credit Licence 237879.

We may change our fees and charges and transaction account rebates from time to time and Government charges may change at any time. There is no maximum limit for the amount of fees and charges we may impose. You can obtain a copy of the current Schedule of Interest Rates, Terms and Conditions, and other general descriptive information about banking services, at any time by calling into one of our branches, phoning 1300 236 344 or by visiting our website bendigobank.com.au

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Section A –Bendigo Bank Accounts

Transaction Account Rebate

What is a Transaction Account Rebate?

If you hold an eligible account as outlined in the Personal Accounts Section of this booklet we will give you a monthly fee allowance (a rebate) that we will use to reduce the eligible monthly Transaction Fees you incurred on your account.

The period for calculating your Transaction Account Rebate commences on the first day of each month and ends on the last day of each month.

Eligible Transaction Fees are accumulated during a calendar month and charged to your account on the first day of the following month. On the first day of each month we will subtract your Transaction Account Rebate from the eligible Transaction Fees charged to your account. Any unused rebate does not carry over to the following month.

Eligible transaction fees are those fees listed in the "Fees and Charges" section of this booklet starting on page 9 that have a "Yes" under the heading "Eligible for a Transaction Account Rebate".

Additional Transaction Account Rebate

What is an Additional Transaction Account Rebate?

An Additional Transaction Account Rebate is one way we reward our customers who have more than one account with us.

Who is eligible for an Additional Transaction Account Rebate?

To be eligible for an Additional Transaction Account Rebate, you must have an eligible account with us, either in your own name or with another person, and your name must also appear as an account holder, fund holder or borrower on any of the following account or fund types:

- an owner occupied or residential investment loan;
- a term deposit or investment term fund;
- a personal loan; or
- a credit card held with Bendigo Bank

What accounts are eligible for an Additional Transaction Account Rebate?

The accounts that are entitled to receive an Additional Transaction Account Rebate are set out in the Personal

Accounts section of this booklet. Those eligible to receive an additional rebate have the word "Eligible" under the heading "Additional Rebate".

What fees apply to an Additional Transaction Account Rebate?

Only eligible transaction fees are reduced by your account rebate. Eligible transaction fees are those fees listed in the "Fees & Charges" section of this booklet starting on page 9 that have a "Yes" under the heading "Eligible for a Transaction Account Rebate".

If a fee listed cannot be reduced by an Additional Transaction Account Rebate it will have a "No" under the heading "Eligible for a Transaction Account Rebate". The fees listed under the "Other Fees and Charges" heading in the "Fees and Charges" section of this booklet and Government charges cannot be reduced by an Additional Transaction Account Rebate.

How much will an Additional Transaction Account Rebate increase your Rebate by?

If you have an owner occupied or residential investment loan with us, and an account which is eligible to receive an Additional Transaction Account Rebate, all of your eligible transaction fees will be fully rebated. This means you will not pay any eligible transaction fees on your account which is eligible to receive the Additional Transaction Account Rebate. You may still have to pay other transaction fees and other fees and charges.

If you have a term deposit, investment term fund, personal loan or credit card with us, and an account which is eligible to receive an Additional Transaction Account Rebate, you will be entitled to increase your Transaction Account Rebate on the account which is eligible to receive Additional Transaction Rebates by \$1.75 each month.

If you hold two or more different accounts or fund types, described under the heading "Who is eligible for an Additional Transaction Account Rebate?" you will be entitled to one Additional Transaction Account Rebate for each account or fund type. For example if you hold a personal loan and a term deposit you will be entitled to an Additional Transaction Account Rebate of \$1.75 for the personal loan and \$1.75 for the term deposit. Your total Additional Transaction Account Rebate will be \$3.50.

If you hold more than one of the same account or fund types listed above an Additional Transaction Account Rebate will only apply once for that type of account or fund. For example if you hold two or more term deposits your Additional Transaction Account Rebate will be \$1.75 not \$3.50.

How does an Additional Transaction Account Rebate work?

An Additional Transaction Account Rebate is added to your Transaction Account Rebate and is then used to reduce the eligible transaction fees incurred on your account. They reduce your eligible transaction fees in the same way as a Transaction Account Rebate detailed above.

The period for calculating an Additional Transaction Account Rebate commences on the first day of each month and ends on the last day of each month.

For example, if:

- you have a Bendigo Ultimate Account (to which a Transaction Account Rebate applies); and
- you have a personal loan with us; and
- in the month of July, you conduct six in branch withdrawals only.

You will have accumulated transaction fees in July of \$10.50. On 1 August, we will subtract from that amount the monthly Transaction Account Rebate of \$4.00 and your Additional Transaction Account Rebate of \$1.75 (a total of \$5.75). This means that for the month of July, you will pay transaction fees of only \$4.75.

Can I accrue unused Additional Transaction Account Rebates?

No, where an Additional Transaction Account Rebate exceeds the accumulated transaction fees which are eligible for rebate, the unused portion of your monthly rebate cannot be accrued and carried over to the next month.

Personal Accounts

Bendigo Transaction Accounts	Account Rebate	Additional Rebate
Bendigo Everyday Account	N/A	No
Bendigo Easy Retirement Account	N/A	No
Bendigo Student Account	N/A	No
Bendigo Concession Account	N/A	No
Bendigo Cash Management Account^	N/A	No
Bendigo Savings Accounts	Account Rebate	Additional Rebate
Bendigo Reward Saver Account	N/A	No
Bendigo EasySaver Account	\$3.50*	No
Bendigo PiggySaver Account	Exempt from transaction fees	
Bendigo Term Deposits Accounts	Account Rebate	Additional Rebate
Bendigo Standard Term Deposit Account	N/A	No
Bendigo Gold Term Deposit Account	N/A	No
Bendigo Cash Solutions Term Deposit^	N/A	No

* Rebate is only applicable for two in branch withdrawals/transfers.

^ Only available through an approved advisor or custodian

Personal Accounts no longer offered (existing accounts only)	Account Rebate	Additional Rebate
Bendigo VIP Passbook	\$4.00	Eligible
Bendigo Accumulator Passbook	\$4.00	Eligible
Bendigo Piggy Bank Passbook Account	Exempt from transaction fees	
Bendigo Networth Cash Management Account	\$4.00	Eligible
Bendigo Money Extra Cash Management Account	\$4.00	Eligible
Bendigo Classic Account	\$1.75	No
Bendigo Cash Management Passbook	\$4.00	Eligible
Bendigo OnCall Cash Management	\$4.00	Eligible
Bendigo Retirement Plus	\$8.00	Eligible
Bendigo Ultimate Plus	\$8.00	Eligible
Bendigo Shareholder Plus	\$10.00	Eligible
Bendigo Ultimate MMB	\$4.00	Eligible
Bendigo Plus	\$4.00	Eligible
Bendigo Call	\$4.00	Eligible
Bendigo Share Cash	\$4.00	Eligible
Bendigo Home Equity Loan	Full Rebate#	
Bendigo Home Equity Professionals Loan	Full Rebate	
b-optimised® Account	\$4.00	No
Social Investment Deposit Account	\$4.00	No
Unpack Transaction Account	\$4.00	Eligible
Unpack Home Loan Offset Account	Full Rebate	
Bendigo CommunitySaver Account	\$3.50*	No
Bendigo Christmas Club Account	Nil^	No

Excludes cheques drawn at settlement.

* Rebate is only applicable for two in branch withdrawals/transfers

^ Transaction fees do not apply to Bendigo Christmas Club Accounts

Personal Accounts no longer offered (existing accounts only)	Accounts Rebate	Additional Rebate
Cassa Gold	\$4.00	No
Bendigo Rewards Plus	Exempt from transaction fees	
Tasmanian Perpetual Trustees Cash Management Account	\$8.00	Eligible
Tasmanian Perpetual Trustees Cash Management Cheque Account	\$8.00	Eligible
Bendigo Oxfam Community Investment Account#	\$4.00	Eligible
Our Community Account	\$4.00	Eligible
Bendigo Community Choice Investment Account	\$4.00	Eligible
Bendigo Achiever Passbook Account	\$4.00	Eligible
Bendigo Ultimate Account	\$4.00	Eligible
Bendigo Shareholder Account	\$10.00	Eligible
Bendigo Mortgage Saver Account	Full Rebate	
Bendigo Retirement Account	\$7.00	Eligible
act. Online Saver Account	\$3.50*	No

Formerly Bendigo Oxfam Australia Cash Management Account, Bendigo Oxfam Australia Deposit Account

* Rebate is only applicable for two in branch withdrawals/transfers.

Monthly Service Fees

All monthly service fees are charged on the first day of each calendar month.

Full offset facility^ \$5.00

(Waived when linked to a Bendigo Connect, Bendigo Express, Bendigo Complete or Bendigo Flex Home Loan)

Rewards Plus \$5.00

^ Fee applies to the first full offset facility on your Bendigo Everyday Account or on your first Bendigo Mortgage Saver or Unpack Home Loan Offset Account held.

Transaction Definitions

Free Transactions

Sweep Facility (internal)

When you instruct us in writing to make a regular payment from your Bendigo Bank account to a Bendigo Visa or Mastercard credit card account.

Retail Purchase

When you make a payment for goods and services with a Youth Debit Mastercard, Bendigo Debit Mastercard or Bendigo Credit card by mail, telephone or Internet, or through a manual merchant facility or EFTPOS terminal where "credit" account is selected.

Bendigo Bank ATM Deposit

When you make a deposit of cash or cheques into a Bendigo Bank ATM. This service is only available at Bendigo Bank ATMs which have a deposit facility.

Direct Credit (inward)

When you make an arrangement with a third party to transfer funds to a Bendigo Bank account often by electronic means, e.g. wages, dividends.

Direct Debit

When you make an arrangement with a third party to automatically debit an account, e.g. insurance and health fund premiums, membership and subscription payments.

Note: If you provide a merchant with your BSB and account number to establish a direct debit on your credit card account it will be treated as a cash advance and interest will be calculated and charged accordingly. If you only provide the merchant with the card number, the direct debit will be treated as a retail purchase.

Periodical Payment (internal)

When you instruct us in writing to make a regular payment from one Bendigo Bank account to another Bendigo Bank.

Bendigo Bank ATM Enquiry

When you make an enquiry at a Bendigo Bank ATM or an ATM that forms part of a Bendigo Bank shared ATM network, using a Bendigo Bank card.

Cash Deposit (in branch)

When you make a deposit over the counter at any Bendigo Bank branch.

Non-Bendigo Bank ATM Enquiry

When you make an enquiry at a non-Bendigo Bank ATM using a Bendigo Bank card.

Other financial institutions may charge you a fee for using their ATMs. This fee will be displayed at the time of the transaction and allows you to accept or decline the fee as shown. If using your credit card interest will be charged from the day the enquiry is completed.

Non-Bendigo Bank ATM Withdrawal

When you make a withdrawal at a non-Bendigo Bank ATM using a Bendigo Bank card.

Other financial institutions may charge you a fee for using their ATMs. This fee will be displayed at the time of the transaction and allows you to accept or decline the fee as shown. If using your credit card interest will be charged from the day the withdrawal is completed.

e-banking Transactions

BPAY® withdrawal

When you instruct us through Bendigo Phone Banking or Bendigo e-banking to pay a bill via the BPAY scheme. (Including using BPAY View in e-banking)

® Registered to BPAY Pty Ltd ABN 69 079 137 518

e-banking Internal Transfer

When you instruct us to transfer funds to a nominated Bendigo Bank account via Bendigo e-banking.

Phone Banking Transfer

When you instruct us to transfer funds to a nominated Bendigo Bank account via Bendigo Phone Banking.

e-banking Pay Anyone Transfer, including Osko®

When you instruct us to make a payment to another account at any financial institution within Australia using the Pay Anyone Service.

® Registered to BPAY Pty Ltd ABN 69 079 137 518

Cheque Transactions

Cheque Withdrawal (Existing accounts only. Cheque facilities and Cheque books are not available on new accounts opened from 1 August 2023.)

Where a cheque book is issued, and a cheque written from that book is debited to your account.

Cheques on a Bendigo Bank Account that are cashed 'over-the-counter' at a Bendigo Bank branch attract the applicable cash withdrawal (in branch) fee.

Bank Cheque Withdrawal

When you request us to provide you with a bank cheque. This fee will be charged to your account.

Card Initiated Transactions

Bendigo Debit Mastercard Fee

Applies when you have a Bendigo Debit Mastercard linked to your account. This fee is charged per account, regardless of the number of linked Debit Mastercards and is charged to the account on the first calendar day of the month.

Note: This fee is not applicable to Bendigo Everyday Accounts, Bendigo Student Accounts, Bendigo Easy Retirement Accounts and Bendigo Concession Accounts.

EFTPOS Withdrawal

When you make a payment for goods and services by selecting savings or cheque, or request cash from an EFTPOS terminal in Australia or overseas using a PIN in conjunction with a Bendigo Bank card.

Bendigo Bank ATM Withdrawal

When you make a withdrawal at a Bendigo Bank ATM or an ATM that forms part of a Bendigo Bank shared ATM network, using a Bendigo Bank card.

Bendigo Bank ATM Transfer

When you transfer funds from one Bendigo Bank account to another Bendigo Bank account at a Bendigo Bank ATM.

Bank@Post Withdrawal™

When you make a withdrawal at a Bank@Post terminal in an Australia Post Office using a Bendigo Bank card where this facility is available.

Bank@Post Deposit

When you make a deposit at a Bank@Post terminal in an Australia Post Office using a Bendigo Bank card where this facility is available.

Bank@Post Balance Enquiry

When you make balance enquiry at a Bank@Post terminal in an Australia Post Office using a Bendigo Bank card, where this facility is available.

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Staff Assisted Services Branch

Staff Assisted Services

Includes the following transactions:

- Cash Withdrawal (in branch)
- Transfer (in branch)
- EFT Credit Transfer
- Periodical Payment to Other Financial Institution

Cash Withdrawal (in branch)

When you make a cash withdrawal from your Bendigo Bank account 'over-the-counter' at a Bendigo Bank branch.

Cheques on a Bendigo Bank account that are cashed 'over-the-counter' at a Bendigo Bank branch will attract this fee.

Transfer (in branch)

When you make an 'over-the-counter' request at a Bendigo Bank branch to transfer funds from one Bendigo Bank account to another Bendigo Bank account (including scheduled in branch transfers where you request one or more future dated transfers as opposed to establishing a periodical payment or sweep facility).

EFT Credit Transfer

When Bendigo Bank accepts funds to be credited to an account at another bank.

Other Transactions

Periodical Payment to Other Financial Institution

When you instruct us in writing to make a regular payment for a fixed amount from a Bendigo Bank account to an account at another financial institution. This fee is payable each time payment is made.

Fees & Charges

There are three types of fees and charges:

1. Transaction fees
2. Other fees and charges
3. Government charges

1. Transaction Fees

The following accounts are exempt from transaction fees, unless otherwise stated in the tables below:

- Bendigo PiggySaver Account
- Bendigo Reward Saver Account
- Bendigo Rewards Plus Account
- Bendigo Term Deposit Account
- Bendigo Credit Card Account

The following accounts entitle you to free e-banking transactions (refer to page 75 and 76) and two free in branch cash withdrawals/transfers per month:

- Bendigo EasySaver Account
- Bendigo CommunitySaver Account
- **act.** Online Saver Account

In branch cash withdrawals/transfers will accrue during the month and be charged to your account on the first day of the following month. A maximum of two in branch cash withdrawals/transfers will be rebated to your account at this time (refer to page 75 and 76). All other transactions will be charged to your account at the time of the transaction.

A Detailed description of transactions can be found under “Transaction Definitions” starting on page 77.

	Transaction	Current Transaction Accounts					When is fee charged?
		Everyday	Easy Retirement	Concession	Student	Cash Management ⁴	
	Monthly Service Fee	N/A	N/A	N/A	N/A	N/A	N/A
	Bendigo Debit Mastercard Fee	N/A	N/A	N/A	N/A	N/A	1st day of following month
	Youth Debit Mastercard	N/A	N/A	N/A	N/A	N/A	N/A
Free	Sweep facility (internal)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
	Retail purchase	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
	Bendigo Bank ATM deposit	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
	Direct credit (inward)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
	Direct debit	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
	Periodical payment (internal)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
	Bendigo Bank ATM enquiry	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
	Cash deposit (in branch)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
	Non-Bendigo Bank ATM enquiry ¹	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
	Non-Bendigo Bank ATM withdrawal ¹	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
e-banking	BPAY withdrawal	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
	e-banking internal transfer	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
	Phone Banking transfer	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
	e-banking Pay Anyone transfer, including Osko	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
Staff assisted services Branch	Cash withdrawal	\$2.50	\$2.50	Unlimited	\$2.50	\$2.50	At time of transaction
	Transfer	\$2.50	\$2.50	Unlimited	\$2.50	\$2.50	At time of transaction
Card initiated	EFTPOS withdrawal	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
	Bendigo Bank ATM withdrawal	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
	Bendigo Bank ATM transfer	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
	Bank@Post withdrawal	\$2.50	\$2.50	Unlimited	\$2.50	\$2.50	at time of transaction
	Bank@Post deposit	\$2.50	\$2.50	Unlimited	\$2.50	\$2.50	at time of transaction
	Bank@Post balance enquiry	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
Other	Cheque withdrawal ³	Unlimited ²	Unlimited ²	N/A	N/A	N/A	N/A
	Bank cheque withdrawal	\$10.00	\$10.00	Unlimited	Unlimited	\$10.00	at time of transaction
	EFT Credit Transfer	\$4.00	\$4.00	Unlimited	Unlimited	\$4.00	at time of transaction
	Periodical payment to other financial institution	\$3.75	\$3.75	Unlimited	Unlimited	\$3.75	at time of transaction

¹ Other financial institutions may charge you a fee for using their ATMs. This fee will be displayed at the time of the transaction and allows the customer to accept or decline the fee as shown. If using your credit card interest will be charged from the day the transaction is completed.

² Age restrictions apply. Available subject to approval.

³ Existing accounts only. Cheque facilities and Cheque books are not available on new accounts opened from 1 August 2023

⁴ Only available through an approved adviser or custodian

	Transaction	Current Savings Accounts			Term Deposit Accounts			When is fee charged?
		EasySaver	Reward Saver	PiggySaver	Standard Term Deposit	Gold Term Deposit	Cash Solutions Term Deposit ³	
	Monthly Service Fee	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Sweep facility (internal)	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A
Free	Direct credit (inward)	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A
	Direct debit	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A
	Periodical payment (internal)	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A
	Cash deposit (in branch)	Unlimited	Unlimited	Unlimited	Unlimited ²	Unlimited	Unlimited ²	N/A
	BPAY withdrawal	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A
e-banking	e-banking internal transfer	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A
	Phone Banking transfer	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A
	e-banking Pay Anyone transfer including Osko	Unlimited	Unlimited	Unlimited	N/A	N/A	N/A	N/A
Staff Assisted Services Branch	Cash withdrawal			Unlimited	Unlimited ²	Unlimited ²	Unlimited ²	1st day of following month
	Transfer	\$1.75 ¹	N/A	Unlimited	Unlimited ²	Unlimited ²	Unlimited ²	1st day of following month
Other	Bank cheque withdrawal	\$10.00	N/A	Unlimited	\$10.00	\$10.00	\$10.00	at time of transaction
	EFT Credit Transfer	\$4.00	N/A	Unlimited	\$4.00	\$4.00	\$4.00	at time of transaction
	Periodical payment to other financial institution	\$3.75	N/A	Unlimited	N/A	N/A	N/A	at time of transaction

¹The first two in branch cash withdrawals/transfers per month are free

²For Standard Term Deposits, transactions only available seven days from the review date or initial deposit. For Gold Term Deposits only for amounts up to 25% of the initial deposit amount without interest rate reduction.

³Only available through an approved adviser or custodian

	Transaction	Credit cards ²		When is the fee charged?
		Quantity	Fee amount	
	Monthly Service Fee	N/A	N/A	N/A
	Bendigo Debit Mastercard fee	N/A	N/A	N/A
	Youth Debit Mastercard	N/A	N/A	N/A
	Sweep facility (internal payment)	Unlimited	No fee	N/A
	Bendigo Bank ATM deposit	Unlimited	No fee	N/A
Free	Direct credit (inward)	Unlimited	No fee	N/A
	Bendigo Bank ATM enquiry	Unlimited	No fee	N/A
	Cash deposit (in branch)	Unlimited	No fee	N/A
	BPAY withdrawal	Unlimited	\$3.00 or 3% ⁴	at time of transaction
	Internal transfer	Unlimited	\$3.00 or 3% ⁴	at time of transaction
e-banking	Phone Banking transfer	Unlimited	\$3.00 or 3% ⁴	at time of transaction
	Pay Anyone transfer, including Osko	Unlimited	\$3.00 or 3% ⁴	at time of transaction
	Cash withdrawal	Unlimited	\$3.00 or 3% ⁴	at time of transaction
Staff Assisted Services Branch	Transfer	Unlimited	\$3.00 or 3% ⁴	at time of transaction
	EFTPOS withdrawal	Unlimited	\$3.00 or 3% ⁴	at time of transaction
Card initiated	Bendigo Bank ATM withdrawal	Unlimited	\$3.00 or 3% ⁴	at time of transaction
	Bendigo Bank ATM transfer	Unlimited	\$3.00 or 3% ⁴	at time of transaction
	Bank@Post withdrawal	Unlimited	\$4.00	at time of transaction
	Bank@Post deposit	Unlimited	\$4.00	at time of transaction
	Bank@Post balance enquiry	Unlimited	No fee	N/A
Other	Retail purchase	Unlimited	No fee	Retail purchase interest may be payable
	Direct debit	Unlimited	\$3.00 or 3% ⁴	at time of transaction
	Periodical payment (internal)	Unlimited	\$3.00 or 3% ⁴	N/A
	Non-Bendigo Bank ATM enquiry ¹	Unlimited	See footnote ¹	at time of transaction
	Non-Bendigo Bank ATM withdrawal ¹	Unlimited	See footnote ¹	at time of transaction
	Cheque withdrawal ³	Unlimited	N/A	N/A
	Bank cheque withdrawal	Unlimited	\$10.00	at time of transaction
	EFT Credit Transfer	Unlimited	\$4.00	at time of transaction
	Periodical payment to other financial institution	Unlimited	\$3.75	at time of transaction

¹Other financial institutions may charge you a fee for using their ATMs. This fee will be displayed at the time of the transaction and allows the customer to accept or decline the fee as shown. If using your credit card interest will be charged from the day the transaction is completed.

²Age restrictions apply. Available subject to approval.

³Existing accounts only. Cheque facilities and Cheque books are not available on new accounts opened from 1 August 2023.

⁴Refer to Cash Advance fee definition on page 86.

Transaction	Accounts no longer offered (existing accounts only)					When is fee charged?
	Fee for existing accounts	Eligible for a transaction account rebate	Community Saver	Home Equity Loan	Christmas Club	
Monthly Service Fee	Refer to page 76	No	N/A	\$10.00	N/A	1st day of following month
Youth Debit Mastercard	N/A	N/A	N/A	N/A	N/A	N/A
Bendigo Debit Mastercard Fee ⁵	\$3.00	N/A	N/A	\$3.00	N/A	1st day of following month
Free	Sweep facility (internal)	Unlimited	N/A	Unlimited	Unlimited	N/A
	Retail purchase	Unlimited	N/A	Unlimited	N/A	N/A
	Bendigo Bank ATM deposit	Unlimited	N/A	Unlimited	N/A	N/A
	Direct credit (inward)	Unlimited	N/A	Unlimited	Unlimited	N/A
	Direct debit	Unlimited	N/A	Unlimited	Unlimited	N/A
	Periodical payment (internal)	Unlimited	N/A	Unlimited	Unlimited	N/A
	Bendigo Bank ATM enquiry	Unlimited	N/A	Unlimited	N/A	N/A
	Cash deposit (in branch)	Unlimited	N/A	Unlimited	Unlimited	N/A
	Non-Bendigo Bank ATM enquiry ¹	Unlimited	N/A	Unlimited	N/A	N/A
	Non-Bendigo Bank ATM withdrawal ¹	Unlimited	N/A	Unlimited	N/A	N/A
e-banking	BPAY withdrawal	\$0.40	Yes	Unlimited	Unlimited	1st day of following month
	e-banking internal transfer	\$0.40	Yes	Unlimited	Unlimited	1st day of following month
	Phone Banking transfer	\$0.40	Yes	Unlimited	Unlimited	1st day of following month
	e-banking Pay Anyone transfer, including Osko	\$0.40	Yes	Unlimited	Unlimited	1st day of following month
Staff Assisted Services Branch	Cash withdrawal	\$1.75	Yes	\$1.75 ²	Unlimited	1st day of following month
	Transfer	\$1.75	Yes	\$1.75 ²	Unlimited	1st day of following month
Card Initiated	EFTPOS withdrawal	\$0.70	Yes	N/A	Unlimited	N/A
	Bendigo Bank ATM withdrawal	Unlimited	N/A	N/A	Unlimited	N/A
	Bendigo Bank ATM transfer	Unlimited	N/A	N/A	Unlimited	N/A
	Bank@Post withdrawal	\$4.00	No	N/A	\$4.00	N/A
	Bank@Post deposit	\$4.00	No	N/A	\$4.00	N/A
	Bank@Post balance enquiry	N/A	N/A	N/A	N/A	N/A
Other	Cheque withdrawal	\$0.70 ³	Yes	N/A	Unlimited ²	N/A
	Bank cheque withdrawal	\$10.00	Yes	\$10.00	Unlimited	Unlimited
	EFT Credit Transfer	\$4.00	Yes	\$4.00	Unlimited	Unlimited
	Periodical payment to other financial institution	\$3.75	Yes	\$3.75	Unlimited	Unlimited

¹ Other financial institutions may charge you a fee for using their ATMs. This fee will be displayed at the time of the transaction and allows the customer to accept or decline the fee as shown. If using your credit card interest will be charged from the day the transaction is completed.

² The first two in branch cash withdrawals/transfers withdrawals per month are free

³ Age restrictions apply. Available subject to approval.

⁴ Fee charged on the 1st day of the following month for accounts no longer offered

⁵ Applicable to Bendigo Rewards Plus Accounts when Bendigo Debit Mastercard is linked to your account.

	Transaction	Accounts no longer offered (existing accounts only)							When is fee charged?
		Fee for existing accounts	Eligible for a transaction account rebate	b-optimised	Social Investment Deposit	Unpack Transaction	Unpack Home Loan Offset	act. Online Saver	
	Monthly Service Fee	Refer to page 76	No	N/A	N/A	N/A	N/A	N/A	1st day of following month
	Youth Debit Mastercard	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Bendigo Debit Mastercard Fee ⁵	\$3.00	N/A	\$3.00	N/A	\$3.00	\$3.00	N/A	1st day of following month
Free	Sweep facility (internal)	Unlimited	N/A	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
	Retail purchase	Unlimited	N/A	Unlimited	N/A	Unlimited	Unlimited	N/A	N/A
	Bendigo Bank ATM deposit	Unlimited	N/A	Unlimited	N/A	Unlimited	Unlimited	N/A	N/A
	Direct credit (inward)	Unlimited	N/A	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
	Direct debit	Unlimited	N/A	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
	Periodical payment (internal)	Unlimited	N/A	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
	Bendigo Bank ATM enquiry	Unlimited	N/A	Unlimited	N/A	Unlimited	Unlimited	N/A	N/A
	Cash deposit (in branch)	Unlimited	N/A	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	N/A
	Non-Bendigo Bank ATM enquiry ¹	Unlimited	N/A	Unlimited	N/A	Unlimited	Unlimited	N/A	N/A
	Non-Bendigo Bank ATM withdrawal ¹	Unlimited	N/A	Unlimited	N/A	Unlimited	Unlimited	N/A	N/A
e-banking	BPAY withdrawal	\$0.40	Yes	\$0.40	N/A	\$0.40	\$0.40	Unlimited	1st day of following month
	e-banking internal transfer	\$0.40	Yes	\$0.40	\$0.40	\$0.40	\$0.40	Unlimited	1st day of following month
	Phone Banking transfer	\$0.40	Yes	\$0.40	\$0.40	\$0.40	\$0.40	Unlimited	1st day of following month
	e-banking Pay Anyone transfer, including Osko	\$0.40	Yes	\$0.40	\$0.40	\$0.40	\$0.40	Unlimited	1st day of following month
Staff Assisted Services Branch	Cash withdrawal	\$1.75	Yes	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75 ²	1st day of following month
	Transfer	\$1.75	Yes	\$1.75	\$1.75	\$1.75	\$1.75		1st day of following month
Card Initiated	EFTPOS withdrawal	\$0.70	Yes	\$0.70	N/A	\$0.70	\$0.70	N/A	at time of transaction ⁴
	Bendigo Bank ATM withdrawal	Unlimited	N/A	Unlimited	N/A	Unlimited	Unlimited	N/A	N/A
	Bendigo Bank ATM transfer	Unlimited	N/A	Unlimited	N/A	Unlimited	Unlimited	N/A	N/A
	Bank@Post withdrawal	\$4.00	No	\$4.00	N/A	\$4.00	\$4.00	N/A	at time of transaction
	Bank@Post deposit	\$4.00	No	\$4.00	N/A	\$4.00	\$4.00	N/A	at time of transaction
	Bank@Post balance enquiry	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Other	Cheque withdrawal	\$0.70 ³	Yes	\$0.70 ³	\$0.70 ³	\$0.70 ³	\$0.70 ³	N/A	1st day of following month
	Bank cheque withdrawal	\$10.00	Yes	\$10.00	N/A	\$10.00	\$10.00	\$10.00	at time of transaction ⁴
	EFT Credit Transfer	\$4.00	Yes	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	at time of transaction ⁴
	Periodical payment to other financial institution	\$3.75	Yes	\$3.75	\$3.75	\$3.75	\$3.75	\$3.75	at time of transaction ⁴

¹Other financial institutions may charge you a fee for using their ATMs. This fee will be displayed at the time of the transaction and allows the customer to accept or decline the fee as shown. If using your credit card interest will be charged from the day the transaction is completed.

²The first two in branch cash withdrawals/transfers withdrawals per month are free

³Age restrictions apply. Available subject to approval.

⁴Fee charged on the 1st day of the following month for accounts no longer offered.

⁵Applicable to Bendigo Rewards Plus Accounts when Bendigo Debit Mastercard is linked to your account.

Fees and charges for customers transitioned from Delphi Bank accounts

The fees and charges that apply to the term deposit account(s) of Delphi Bank customers who have transitioned to a Bendigo Standard Term Deposit are set out on page 81.

The fees and charges that apply to the account(s) of Delphi Bank customers who have transitioned to a

Bendigo Retirement Account are set out under 'Fee for existing accounts' on page 83, and the applicable rebate is set out on page 76. More information about rebates is available on page 73 and 74.

The following fees and charges apply to the accounts of Delphi Bank customers who have transitioned to a Bendigo Now or a Bendigo Future account:

	Transaction	Accounts available for Ex-Delphi Customers		When is fee charged?
		Bendigo Now	Bendigo Future	
	Monthly Service Fee	\$4.00	N/A	1st day of following month
	Bendigo Debit Mastercard Fee	Unlimited	N/A	N/A
	Youth Debit Mastercard	Unlimited	N/A	N/A
Free	Sweep facility (internal)	Unlimited	Unlimited	N/A
	Retail purchase	Unlimited	N/A	N/A
	Bendigo Bank ATM deposit	Unlimited	N/A	N/A
	Direct credit (inward)	Unlimited	Unlimited	N/A
	Direct debit	Unlimited	Unlimited	N/A
	Periodical payment (internal)	Unlimited	Unlimited	N/A
	Bendigo Bank ATM enquiry	Unlimited	N/A	N/A
	Cash deposit (in branch)	Unlimited	Unlimited	N/A
	Non-Bendigo Bank ATM enquiry ¹	Unlimited	N/A	N/A
	Non-Bendigo Bank ATM withdrawal ¹	Unlimited	N/A	N/A
e-banking	BPAY withdrawal	Unlimited	Unlimited	N/A
	e-banking internal transfer	Unlimited	Unlimited	N/A
	Phone Banking transfer	Unlimited	Unlimited	N/A
	e-banking Pay Anyone transfer, including Osko	Unlimited	Unlimited	N/A
Staff Assisted Services Branch	Staff Assisted withdrawal*	First 2 per month free. Subsequent \$3.00 per transaction	First 2 per month free. Subsequent \$3.00 per transaction	at time of transaction
Card initiated	EFTPOS withdrawal	Unlimited	N/A	N/A
	Bendigo Bank ATM withdrawal	Unlimited	N/A	N/A
	Bendigo Bank ATM transfer	Unlimited	N/A	N/A
	Bank@Post withdrawal	\$4.00	N/A	at time of transaction
	Bank@Post deposit	\$4.00	N/A	at time of transaction
	Bank@Post balance enquiry	N/A	N/A	N/A
	Bank cheque withdrawal	\$10.00	\$10.00	at time of transaction

¹Other financial institutions may charge you a fee for using their ATMs. This fee will be displayed at the time of the transaction and allows the customer to accept or decline the fee as shown.

*Staff Assisted withdrawals include Cash Withdrawals (in branch), Periodical Payments to Other Institution, Transfers (in branch) & EFT Credit Transfer

²Existing accounts only. Cheque facilities and Cheque books are not available on new accounts opened from 1 August 2023

2. Other Fees and Charges

Annual Fees – Debit Mastercard

The following fees may apply if you hold a Bendigo Debit Mastercard.

A Transaction Account Rebate and an Additional Transaction Account Rebate do not apply to the following fees and charges. Unless otherwise stated, the following fees and charges are payable when you request us to provide the service.

Account	Fee
Youth Debit Mastercard	Nil
Bendigo Debit Mastercard ¹	\$3.00

¹This fee is not applicable to Bendigo Everyday Accounts, Bendigo Student Accounts, Bendigo Easy Retirement Accounts and Bendigo Concession Accounts.

Annual Fees – Credit Cards

Payable on the day before we issue the first Statement of Account for your Account and annually thereafter.

Credit card accounts opened after 19 January 2004 will be charged the annual fee when the account is opened, and the fee will appear on your first Statement of Account, then annually thereafter.

Credit card accounts opened prior to 19 January 2004 will be charged the annual fee the day after the initial transaction on the Statement of Account, then annually thereafter on the same day.

Account	Fee
Bendigo Bright Credit Card	\$59.00
Bendigo Ready Credit Card	\$0.00
Platinum Rewards Credit Card	\$89.00
Qantas Platinum Credit Card	\$149.00
Low Rate Credit Card ²	\$45.00
Low Rate First Credit Card ²	\$29.00
Low Rate Platinum Credit Card ²	\$89.00
Bendigo RSPCA Rescue Credit Card ²	\$24.00
RSPCA Rescue Credit Card ²	\$45.00

² No longer on offer (existing accounts only)

Other Card Fees

Cash Advance

The Cash Advance Fee will be payable each time we provide credit in the form of cash or you perform a Transaction we treat as being equivalent to cash.

Cash Advances include:

- Cash withdrawals in-branch or through an ATM (including ATMs provided by other providers);
- Cash withdrawals or 'cash out' at electronic funds transfer point of sale (EFTPOS) terminals, if and where available;
- Pay Anyone Payments and Internal Transfers using Bendigo Phone Banking or

Bendigo e-banking (including through the Bendigo Bank app);

- Direct debits you establish using the BSB and Account number for your Account;
- Any other Transaction you perform or authorise using the BSB and Account number for your Account;
- Transactions performed with a merchant or through a payment terminal setup with a merchant category code that relates to gambling or lotteries; and
- Transactions relating to gambling or the purchase of lottery tickets or prepaid cards or money transfers.

\$3.00 or 3% of the Transaction amount (in AUD), whichever is greater.

Late Payment Fee

Payable each time you fail to pay your Minimum Repayment as stated on a Statement of Account by its due date.

\$15.00

International Transaction Fee²

3% of the Transaction amount (in AUD) payable for each Transaction which is conducted in a currency other than Australian dollars (AUD) or in Australian dollars (AUD) but with or using a merchant, payment processor, financial institution or other entity (including an online merchant) who is outside of Australia.

Note: It may not always be apparent to you that an online merchant is located outside of Australia.

International ATM Enquiry¹

Payable whenever you make an Account inquiry outside of Australia at a non-Bendigo Bank ATM.

\$1.50

International ATM Withdrawal¹

Payable whenever you make a cash withdrawal outside of Australia at a non-Bendigo Bank ATM (in addition to the Cash Advance Fee).

\$5.00

Replacement Card Fee

Payable whenever we issue you a replacement, reissue or redirection card other than by standard post at your request.

\$15.00

¹Other financial institutions may charge you a fee for using their ATMs. This fee will be displayed at the time of the transaction and allows the customer to accept or decline the fee as shown. If using your credit card interest will be charged from the day the transaction is completed.

²Not applicable for Bendigo Ready Credit Card

Cheque Fees

A Transaction Account Rebate and an Additional Transaction Account Rebate does not apply to the following fees and charges. Unless otherwise stated, the following fees and charges are payable when you request us to provide the service.

Bank Cheque Replacement Fee¹

When a Bank Cheque has been lost, destroyed or stolen and you request us to provide you with a replacement Bank Cheque.

\$30.00

Bank Cheque Stop Fee¹

Allowed only in limited circumstances. When you request us to stop payment on a Bank Cheque and to purchase it back.

\$20.00

Cheque Book²

Cheque books - standard

Free

Cheque Cancellation Fee^{1,2}

When you request us to place a stop on a cheque (other than a lost or stolen cheque) you have issued.

\$5.00

Cheque Dishonour (inward)¹

When you deposit a cheque into your account and that cheque is subsequently dishonoured by the financial institution on which it was drawn. This fee is charged to your account when the cheque is dishonoured.

Free

Cheque Dishonour (outward)²

When we dishonour a cheque you have written. This fee is charged to your account when the cheque is dishonoured.

Note: This fee is not applicable to Bendigo Concession Accounts

\$10.00

Cheque Search Fee^{1,2}

When you request us to search and retrieve a copy of a cheque or cheques.

\$15.00 per cheque
or \$60 per hour
(for 4 or more cheques)

Cheque Trace Fee^{1,2}

Applies to each cheque where a trace to obtain information of final destination is requested. A copy of the cheque will be provided with this request.

\$20.00

Telegraphic Transfers

A Transaction Account Rebate and an Additional Transaction Account Rebate does not apply to the following fees and charges. Unless otherwise stated, the following fees and charges are payable when you request us to provide the service.

Inward Telegraphic Transfer in a Foreign Currency

Acceptance of payments in a foreign currency for swift transfer to a Bendigo Bank account.

\$10.00

Inward Telegraphic Transfer in AUD Currency

Acceptance of payment in AUD currency for swift transfer to a Bendigo Bank account

\$2.00

Note: Transfer of Australian dollars or foreign currency into any Bendigo account may incur a handling or acceptance fee by the accepting bank and / or intermediary bank(s), (the amounts of which are not disclosed to us). These fees may be deducted from the total funds originally remitted.

Outward Telegraphic Transfers

When you request the transfer of funds to a non-Bendigo Bank account. This includes:

International Telegraphic Transfers – funds sent from your Bendigo Bank account to overseas destinations worldwide in AUD or foreign currency.

Domestic Telegraphic Transfers – AUD funds sent from your Bendigo Bank account to other financial institutions within Australia

Note: The accepting bank may charge a handling or acceptance fee (the amounts of which are not disclosed to us) which may be deducted from the total of funds upon receipt.

This service is available to account holders
only either in branch or via e-banking.

\$30.00

Bendigo and Adelaide Bank shareholders
(shareholder must hold a Bendigo Bank account)

\$15.00

Other Telegraphic Transfer Fees

Amendment to Telegraphic Transfer Instructions¹

Applies if you request us to change details on a telegraphic transfer after we have remitted the funds. In some instances the request may not be successful as the application of the amendment request is generally at the discretion of the receiving bank.

\$25.00

¹This fee will continue to be charged where the bank is notified that all customers of the account are deceased, as a service will continue to be performed.

² Existing accounts only. Cheque facilities and Cheque books are not available on new accounts opened from 1 August 2023.

Telegraphic Transfer Trace Fee¹

Applies where you request us to investigate the fate of a telegraphic transfer. If the funds have not been delivered to the beneficiary due to our error this fee will be refunded to you.

\$25.00

Telegraphic Transfer Return Request¹

Applies if you request the return payment of a telegraphic transfer.

\$25.00

Rejected Telegraphic Transfer¹

Applies where a telegraphic transfer is rejected by another bank. Beneficiary banks or intermediary banks may deduct charges (the amounts of which are not disclosed to us) for any rejected payments. Any returned payments will be converted (if applicable) at the 'BUY' rate prevailing on the day the funds are received by us. This could result in a significant loss to you.

If your payment has been returned (rejected), we will try to contact you for instruction for up to five business days. If you do not respond within this time frame, the returned funds will be converted (if applicable) at the 'BUY' rate prevailing on the day of processing with the proceeds then credited back to your account.

Other bank
fee applies

General Fees

A Transaction Account Rebate and an Additional Transaction Account Rebate does not apply to the following fees and charges. Unless otherwise stated, the following fees and charges are payable when you request us to provide the service.

Audit Request¹

When you or your representative (for example, your accountant) request us to provide a written statement of your financial accounts with Bendigo Bank.

\$60.00 per
hour (minimum
charge \$30.00)

Bank@Post™ Loan Repayments

When you make a loan repayment at a Bank@Post terminal in an Australia Post Office using a Bendigo Bank card, where this facility is available.

Free

Bill Payment Transaction Trace Fee¹

When you request us to trace a bill payment you have made through the BPAY scheme.

\$20.00

Bill Payment Transaction Recall Fee¹

When you request us to recall a bill payment you have made through the BPAY scheme.

\$20.00

Cash Order or Exchange – Notes/Coin

When we are required to order cash on your behalf or when we are required to have cash collected on your behalf:

Charges reflect the costs charged to us by external contractors providing cash supplies to our branches and may vary due to location. Please contact your local branch for information regarding fees for your location.

Higher rates may be charged by branches deemed to be in a remote location by our Service Provider.

Higher rates may be charged for services performed on weekends, public holidays or with less than three days notice.

Additional fees for delivery of coin bags, delivery of note bags or the wrapping of coin may be applicable. Coin bag limits may apply.

Deposit Book

When you request us to order a pre-encoded deposit book for your account. This fee applies to each book ordered by you.

\$5.00

Deposit Box Envelopes

If you wish to use the Bendigo Bank Deposit Box facility we will provide you with a box of envelopes. This charge applies to each box of envelopes provided to you.

\$10.00

Direct Debit Dishonour Fee

Applies when a direct debit from your account is dishonoured due to insufficient funds.

Note: This fee is not applicable to Bendigo Concession Accounts

\$10.00

Direct Entry Trace Fee¹

Applies to each direct entry transaction where a trace is requested by the customer to obtain information about the transaction made or received by the customer.

\$30.00

Monthly Additional Benefits Fee

Bendigo Retirement*/Ultimate Plus Accounts*

\$4.00

¹This fee will continue to be charged where the bank is notified that all customers of the account are deceased, as a service will continue to be performed.

* No longer offered for new accounts

Pay Anyone Trace Fee**e-banking Pay Anyone Trace Fee (including Osko)¹**

Applies to each Pay Anyone transaction (including Osko payments), where a trace is requested by the customer to obtain information about the transaction made or received by the customer.

\$30.00

Periodical Payment Dishonour

If you have established a periodical payment and we cannot make the payment due to insufficient funds in your account, then we will apply this fee after four (4) unsuccessful attempts on consecutive days.

Note: This fee is not applicable to Bendigo Concession Accounts

\$5.00

Statement Fee

If you request us to provide you with a copy of a statement we will apply a fee to each statement we re-issue to you.

\$5.00

Sweep Facility Rejection¹

If you have established a sweep facility payment and we cannot make the payment due to insufficient funds in your nominated account then we will apply this fee after one (1) unsuccessful attempt.

\$5.00

Voucher Search¹

Where you request us to search and/or retrieve voucher/s or other documentation.

\$60.00 per
hour (minimum
charge \$15.00)

¹This fee will continue to be charged where the bank is notified that all customers of the account are deceased, as a service will continue to be performed.

* No longer offered for new accounts

3. Government charges

These charges are outside our control. We will endeavour to keep this document up to date, however, even if no government charges are specified in this document, this does not mean there are no government charges. Where a government charge applies, it will be noted on your statement.

Tips on minimising your transaction fees

There are several ways in which you can minimise your transaction fees. They include:

- By utilising Bendigo e-banking (including through the Bendigo Bank app) for self service options to maintain your accounts and complete payments and transfers
- By reducing the number of withdrawals you make.
- By considering whether to establish an account or loan with Bendigo Bank that may increase your Transaction Account Rebate (refer to 'Who is eligible for an Additional Transaction Account Rebate' starting on page 73).
- If using ATMs, withdrawing more cash less often may reduce the number of transactions you make. Details are available from your nearest branch, by telephoning 1300 236 344, or by visiting www.bendigobank.com.au/contact-us

As these tips have been prepared without taking into account your objectives, financial situation or needs, before acting on these tips, you should consider how appropriate they are having regard to your objectives, financial situation and needs. Terms and Conditions for each of these products (other than our credit facilities) are available from your nearest Bendigo Bank branch or online at bendigobank.com.au

Section B –Sandhurst funds

This section sets out the fees and charges that may apply to the banking services and payment facilities provided by Bendigo Bank in relation to interests or investment in a managed fund issued by Sandhurst Trustees Limited ABN 16 004 030 737 AFSL 237906 (**Sandhurst**). Section A of this Schedule of Fees, Charges and Transaction Account Rebates does not apply in relation to such banking services and payment facilities when being used to access or make payments to or from interests or investment in a managed fund issued by Sandhurst. Unless otherwise stated, all fees and charges in the table below are charged at the time of transaction.

	Transaction	Sandhurst Trustees Funds		
		Sandhurst Cash Common Fund	Sandhurst Select 90 Fund & Sandhurst Investment Term Fund	Sandhurst Cash Management Trust
Cheque Fees	Cheque withdrawal ^{1,4}	40c	N/A	40c
	Cheque dishonour (outward) ¹	\$10.00	N/A	\$10.00
	Cheque dishonour (inward) ¹	N/A	N/A	N/A
	Cheque cancellation	N/A	N/A	N/A
	Bank cheque withdrawal	N/A	N/A	N/A
	Bank cheque replacement fee ²	\$30.00	\$30.00	\$30.00
	Bank cheque stop fee ²	\$20.00	\$20.00	\$20.00
	Cheque search fee ^{1,2}	\$15.00 per cheque or \$60 per hour (for 4 or more cheques)	\$15.00 per cheque or \$60 per hour (for 4 or more cheques)	\$15.00 per cheque or \$60 per hour (for 4 or more cheques)
	Cheque trace fee ^{1,2}	\$20.00	\$20.00	\$20.00
Telegraphic transfers	Inward telegraphic transfer – foreign currency	\$10.00	\$10.00	\$10.00
	Inward telegraphic transfer – AUD currency	\$2.00	\$2.00	\$2.00
	Outward telegraphic transfer – Bendigo Bank account holder	\$30.00	\$30.00	\$30.00
	Outward telegraphic transfer – Shareholder	\$15.00	\$15.00	\$15.00
	Amendment to telegraphic transfer instructions ²	\$25.00	\$25.00	\$25.00
	Telegraphic transfer trace fee ²	\$25.00	\$25.00	\$25.00
	Telegraphic transfer return request ²	\$25.00	\$25.00	\$25.00
	Rejected telegraphic transfer ^{2 3}	Variable	Variable	Variable
	Swift payment	N/A	N/A	N/A

	Transaction	Sandhurst Trustees Funds		
		Sandhurst Cash Common Fund	Sandhurst Select 90 Fund & Sandhurst Investment Term Fund	Sandhurst Cash Management Trust
General fees	Audit request ²	\$60.00 per hour (min charge \$30.00)	\$60.00 per hour (min charge \$30.00)	\$60.00 per hour (min charge \$30.00)
	Bill payment transaction trace fee ²	\$20.00	\$20.00	\$20.00
	Bill payment transaction recall fee ²	\$20.00	\$20.00	\$20.00
	Deposit book	\$5.00	\$5.00	\$5.00
	Deposit box envelopes	\$10.00	\$10.00	\$10.00
	Direct debit dishonour fee	\$10.00	\$10.00	\$10.00
	Direct entry trace fee ²	\$30.00	\$30.00	\$30.00
	EFT credit transfer	\$0.00	\$0.00	\$0.00
	Pay Anyone trace fee (including Osko) ²	\$30.00	\$30.00	\$30.00
	Periodical payment dishonour	\$5.00	\$5.00	\$5.00
	Copy of Statement	\$5.00	\$5.00	\$5.00
	Sweep facility rejection ²	\$5.00	\$5.00	\$5.00
	Voucher search ²	\$60.00 per hour (min charge \$15.00)	\$60.00 per hour (min charge \$15.00)	\$60.00 per hour (min charge \$15.00)

¹Existing Funds only. Cheque facilities and Cheque books are not available on new Funds opened from 1 August 2023

²This fee will continue to be charged where the bank is notified that all customers of the account are deceased, as a service will continue to be performed.

³Applies where a telegraphic transfer is rejected by another bank. Beneficiary banks or intermediary banks may deduct charges (the amounts of which are not disclosed to us) for any rejected payments. Any returned payments will be converted (if applicable) at the 'BUY' rate prevailing on the day the funds are received by us. This could result in a significant loss to you. If your payment has been returned (rejected), we will try to contact you for instruction for up to 5 business days. If you do not respond within this time frame, the returned funds will be converted (if applicable) at the 'BUY' rate prevailing on the day of processing with the proceeds then credited back to your account. Other Bank Fees may apply.

⁴This fee is charged at the end of the applicable quarter.

Talk to us today

In person	At your nearest Bendigo Bank branch
On the phone	Call 1300 236 344
Online	At bendigobank.com.au
By mail	The Bendigo Centre PO Box 480 Bendigo VIC 3552

Bendigo Bank is a division of Bendigo and Adelaide Bank Limited ABN 11 068 049 178. AFSL/Australian Credit Licence 237879.

(V093)

BEN50TC010 (15/05/2026)

bendigobank.com.au

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Bendigo Personal Accounts and Facilities. Terms & Conditions. (RACQ Transition)

01 July 2026



About this document

This document must be read in conjunction with the Schedule of Fees, Charges and Transaction Account Rebates and the Schedule of interest rates (RACQ Transition). You should read this document, the Schedule of Fees, Charges and Transaction Account Rebates, the Schedule of interest rates (RACQ Transition) carefully before acquiring any of the products to which this document applies.

If you did not receive the Schedule of Fees, Charges and Transaction Account Rebates or the Schedule of interest rates (RACQ Transition) with this document, please contact your nearest branch or phone 1300 236 344 to arrange for them to be sent to you.

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

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

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

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

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

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

Contact details

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

Alternatively, you can contact us by:

- Telephone 1300 236 344
From overseas +61 3 5445 0666
- The Bendigo Bank website at www.bendigobank.com.au
- For lost and stolen cards please contact:
From within Australia: 1800 035 383
From overseas: +61 3 5485 7872

Key Features

The accounts to which this document applies have different features and some have restrictions. You should select the account which most closely suits your needs. Set out on the following pages is a summary of the main features of, and restrictions applying to, the accounts. All products within this document issue statements.

The terms and conditions on page 104 explain the way in which these accounts operate.

None of the accounts are available for use by a business or for business purposes. They are available only to individuals for private or domestic use.

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

Transaction Accounts

- Bendigo Student Account
- Bendigo Everyday Account
- Bendigo Easy Retirement Account
- Bendigo Concession Account

Savings Accounts

- Bendigo PiggySaver Account
- Bendigo Reward Saver Account
- Bendigo EasySaver Account

Payment Facilities

- Bendigo Phone Banking
- Bendigo e-banking
- Debit Mastercard®
- Youth Debit Mastercard
- Bendigo Easy Money card (no longer on offer existing customers only)
- Bendigo Credit Card (but only to the extent the card is used to access any of the accounts described above)
- Pay Anyone Service
- BPAY® and BPAY View
- Automatic payments (direct debits, periodical payments and sweep facilities)
- Telegraphic Transfers
- PayTo

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

®Mastercard is a registered trademark of Mastercard International Incorporated

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

Transaction Accounts – Key Feature Table				
Feature	Bendigo Student Account^^	Bendigo Everyday Account^^	Bendigo Easy Retirement Account^^	Bendigo Concession Account
Minimum Balance to Maintain	Nil	Nil	Nil	Nil
Interest Calculated	Daily	Daily	Daily	Daily
Interest Type	Tiered Interest	Single Rate	Stepped Interest	Single Rate
Interest Credited	Monthly	Half Yearly (1 April and 1 October)	Monthly	Annually
Funds Availability	At Call	At Call	At Call	At Call
Phone Banking*	Available	Available	Available	Available
e-banking*	Available	Available	Available	Available
BPAY & BPAY View**	Available	Available	Available	Available
Pay Anyone Service**	Available	Available	Available	Available
PayTo	Available	Available	Available	Available
Automatic Payments	Yes	Yes	Yes	Yes
Telegraphic Transfers	Available	Available	Available	Available
Bank Cheques	Yes	Yes	Yes	Yes
Cheque facility*	No	No	No	No
Youth Debit Mastercard*	Available	Available	Available	Available
Debit Mastercard*	Available	Available	Available	Available
Easy Money card* (no longer on offer existing customers only)	Available	Available	Available	Available
Link Bendigo Credit Card to the account**^	Available	Available	Available	Available
General/Other criteria	Available to full time students/apprentices/trainees, aged 12 years and over. Once you turn 25 years of age, proof of ongoing enrolment to be provided by 14 April every year. Refer to clause 1.4. If you hold a Youth Debit Mastercard, refer to 39.9.	Full or partial offset facility is available on a variable rate residential or investment home loan. A partial offset facility is only available on fixed interest residential or investment home loans with Bendigo Bank. The Exception is Bendigo Complete Home Loans and Bendigo Flex Home Loans where a full offset facility is available for both variable and fixed residential and investment home loans. Refer to clause 5.7 to 5.14.	Available to retirees over 55 years of age who are either a self-funded retiree or a recipient of a Centrelink aged pension of Department of Veterans' Affairs (DVA) administered pension. Refer to clause 1.5.	Available if you receive an Australian Government payment that makes you eligible to hold a Concession or Health Care Card or hold a current physical or digital Health Care Card, Pensioner Concession Card, Commonwealth Seniors Health Card or Department of Veterans' Affairs (DVA) Health Card (Gold Card or Repatriation Health Card) and any Australian Government payments (where applicable) and paid consistently into the account or are otherwise deemed to be eligible by Bendigo Bank. Refer to clause 1.6.

* Age restrictions apply. Available subject to approval.

** BPAY View and Pay Anyone are only available if you have access to Bendigo e-banking.

^ This feature is not available to customers who reside outside Australia.

^^ Overseas customers

- 1) transactions that can be carried out in branches cannot be carried out overseas if we do not have a branch overseas;
- 2) Bendigo Bank ATM transactions overseas would only be accessible if we have ATM's overseas.

Savings Accounts – Key Feature Table			
Feature	Bendigo PiggySaver Account^^	Bendigo Reward Saver Account	Bendigo EasySaver Account^^
Minimum Balance to Maintain	Nil	Nil	Nil
Interest Calculated	Daily	Daily	Daily
Interest Type	Single Rate	Stepped	Single Rate
Interest Credited	Monthly	Monthly	Monthly
Funds Availability	At Call	At Call	At Call
Phone Banking*	Available	Available	Available
e-banking*	Available	Available	Available
BPAY & BPAY View**	Available	Available	Available
Pay Anyone Service**	Available	Available	Available
PayTo	Available	Available	Available
Automatic Payments	Yes	Yes	Yes
Telegraphic Transfers	Available	Available	Available
Bank Cheques	Yes	No	Yes
Cheque facility*	No	No	No
Youth Debit Mastercard*	No	No	No
Debit Mastercard*	No	No	No
General/Other criteria	Available to children under 12 years. Account must be opened in the child's name with a parent or guardian acting as a non-titled member. No government charges and transaction fees other than withholding tax and the periodical payment dishonour fee will apply to your account. Refer to clause 1.7.	Free e-banking transactions. A Bonus Rate rewarded instead of the Base Rate when any Bendigo Reward Saver account meets the Bonus Rate eligibility criteria by the last calendar day of each month (other than the month which the account was opened): - Grow your Bendigo Reward Saver balance since the beginning of month (in addition to interest paid by us). If you meet the criteria, bonus interest is paid on your balance as follows: - Tier 1 Bonus Rate: applies to the portion of your balance from \$0 up to and including \$100,000 - Tier 2 Bonus Rate: applies to the portion of your balance above \$100,000 e-statements available only. Refer to clauses 1.8, 1.9, 5.6 and 16.2.	Free e-banking transactions and two free in branch withdrawals per month.

* Age restrictions apply. Available subject to approval.

** BPAY View and Pay Anyone are only available if you have access to Bendigo e-banking.

^^ Overseas customers

1) transactions that can be carried out in branches cannot be carried out overseas if we do not have a branch overseas;

2) Bendigo Bank ATM transactions overseas would only be accessible if we have ATM's overseas.

Terms and Conditions

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Section A: Meaning of words

"access method" means any method we make available to you or an additional cardholder to give us authority to act on instructions when using electronic equipment. An access method comprises of one or more components (including, but not limited to, a card, a PIN, an access ID, password or any combination of these) that does not include a method requiring the user's manual signature where the comparison of the manual signature with the written specimen signature is the principal means of authenticating you or an additional cardholder's authority to give us an instruction.

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

"account" means an account or accounts we establish in your name or in your name jointly with another person(s).

"additional cardholder" is defined in clause 14.1.

"ATM" means an automatic teller machine.

"authorised signatory" is defined in clause 14 and includes, without limitation, an additional cardholder and an authorised user.

"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).

"authorised user" means any third party authorised by you to use Bendigo Phone Banking or Bendigo e-banking to access or access and operate your nominated account and who is registered with us as an authorised user for use of Bendigo Phone Banking or Bendigo e-banking.

"Basic NPP Payment" means a transfer of funds processed through the NPP which does not use Osko, may also be referred to as a Fast Payment.

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

"Bendigo Bank equipment" means electronic equipment controlled or provided by or on behalf of us to facilitate EFT transactions.

"Bendigo Bank system" means an electronic system, communications system or software controlled or provided by or on behalf of us to facilitate EFT transactions.

"Bendigo e-banking" means the service we offer from time to time by which you can access and transact on a nominated account by using a personal computer and accessing our website at: www.bendigobank.com.au

"Bendigo Easy Money card" issued to you or an additional cardholder by us that can be used to undertake an EFT transaction.

"Bendigo Credit Card" means a credit card issued by us to you or an additional cardholder that bears the Mastercard symbol.

"Bendigo Phone Banking" means the service we offer from time to time by which you can access and transact on a nominated account by telephoning 1300 236 344.

"BPAY conditions" means the terms and conditions applying to the BPAY scheme as set out in Section H of this document.

"BPAY payments" means payments which you have instructed us to make through the BPAY scheme to billers who can accept payments made to them through that scheme.

"BPAY scheme" means the electronic payments scheme operated by BPAY Pty Ltd through which you instruct us to make payments to billers who can accept payments made to them through this scheme.

"BPAY View Biller" means a biller who can accept payments through the BPAY system via Bendigo e-banking.

"BPAY View billing error" means any of the following:

- (a) if you have successfully registered with BPAY View:
 - failure to give you a bill (other than because you failed to view an available bill);
 - failure to give you a bill on time (other than because you failed to view an available bill on time);
 - give a bill to the wrong person; and
 - give a bill with incorrect details.
- (b) Give you a bill where you have unsuccessfully attempted to deregister from BPAY View.

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

"card" means a Youth Debit Mastercard, Debit Mastercard, Bendigo Easy Money card, Bendigo Credit Card issued to you or an additional cardholder by us, that can be used to undertake an EFT transaction.

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

"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.

"contactless transaction" means the authorisation of a transaction by presenting a card (which is capable of performing a contactless transaction) at a contactless terminal without the requirement to insert or swipe the card.

"contactless terminal" means an electronic point of sale terminal which is capable of performing a contactless transaction.

"customer registration" means the manner by which you apply to us to gain access to Bendigo Phone Banking or Bendigo e-banking.

"Debit Mastercard" means a debit card issued by us to you or an additional cardholder that bears the Mastercard symbol.

"Direct Entry Payment" means an electronic transfer of funds processed through the Bulk Electronic Clearing System (BECS) administered by the Australian Payment Network.

"ePayments Code" means the ePayments Code, as amended from time to time.

"EFT conditions" means the terms and conditions applying to EFT transactions as set out in Section G and clause 21.3 (to the extent it relates to EFT transactions).

"EFTPOS" means Electronic Funds Transfer at the Point of Sale and allows you to pay for goods without the need to carry cash, and in some instances to withdraw cash from your account without the need to visit a branch.

"EFTPOS Secure" means the online authentication service provided for EFTPOS cardholders when making online transactions at participating merchants.

"EFT transaction" means a transfer of funds initiated by an instruction through electronic equipment using an access ID, password or PIN to debit or credit an account. An EFT transaction includes, without limitation, a transaction undertaken using a card and a PIN via EFTPOS or an ATM or a transaction undertaken using Bendigo Phone Banking or Bendigo e-banking.

"electronic equipment" includes but is not limited to an electronic terminal, contactless terminal, computer, television, device, tablet, internet enabled device, mobile telephone and telephone.

"end of each day" means the end of that day for the purposes of our end of day processing on your account, being a time not before 8.00pm (AEST/AEDT).

"Fast Payment" means a transfer of funds processed through the NPP which does not use Osko, may also be referred to as a Basic NPP Payment.

"Government charges" means all charges or duties on deposits into, or withdrawals from, your account that are payable under a law of Australia or overseas, regardless of whether you are primarily liable to pay these charges.

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

"Mastercard Identity Check" means the online authentication service provided for Mastercard cardholders when making online transactions at participating merchants.

"Merchant Category Code" or "MCC" means a four-digit number listed in ISO 18245 for retail financial services. MCCs are used to classify a business by the type of goods or services it provides.

"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.

"nominated account" means any of the accounts nominated by you from time to time for use with Bendigo Phone Banking or Bendigo e-banking or Pay Anyone Service.

"not-for-profit organisation" means an organisation that is and is required by its constituent document(s), to be carried on other than for the profit or gain of its individual members, both during the time it is operating and at the time of its winding up, and that possesses the characteristics prescribed by the Australian Taxation Office for recognition as such an organisation.

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

"NPP Addressing Service" means the addressing service component of the NPP which facilitates the registration of PayIDs.

"NPP Payment" means a payment processed through the NPP and includes Osko Payments and Basic NPP Payments.

"Osko" means the Osko payment service provided by BPAY Pty Ltd.

"Osko Payment" means a transfer of funds processed using Osko.

"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.

"password" means the word or numbers and/or letters nominated by you that may be required for identification purposes in order to access your account or to access Bendigo e-banking.

"Pay Anyone conditions" means the terms and conditions applying to the Pay Anyone Service as set out in Section K of this document.

"PayID" means a PayID which is able to be created with the NPP Addressing Service and used for the purpose of making and receiving NPP Payments (for example, an email address or telephone number).

"payment device" means a device that is used to perform a transaction that we give to you or another person who is authorised by us and you to perform transactions.

"payment facility" means each of the following services offered by us:

- Bendigo Phone Banking;
- Bendigo e-banking;
- Debit Mastercard;
- Youth Debit Mastercard;
- Bendigo Easy Money card;
- Bendigo Credit Card (but only to the extent that the card is used to access any of the accounts to which this document applies);
- Pay Anyone Service;
- BPAY and BPAY View;
- Automatic payments (direct debits, periodical payments and sweep facilities);
- Telegraphic Transfers;
- PayTo.

"Per annum" means amount per year.

"PIN" means the Personal Identification Number issued by us, or selected by you or an additional cardholder, to use in conjunction with a card or to access Bendigo Phone Banking or Bendigo e-banking and includes any one-time passcode we send you in connection with MFA and any four-digit PIN you set in the Bendigo Bank app.

"Post Office" means Australia Post.

"primary demand deposit account" means any account with a card you nominate to be your primary demand deposit account.

"Regular payment" means either a recurring payment or an instalment payment which represents an agreement between a cardholder and a merchant to debit a card at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by both parties.

"single rate" means the rate of interest that applies irrespective of the balance of your accounts.

"stepped interest" means that different rates of interest will apply to different portions of your account balance. For example:

- if the rate of interest is 0.05% p.a. on that part of the account balance that is less than \$2,000 and 1.5% p.a. on that part of the account balance that equals or exceeds \$2,000; and
- your account balance is \$3,000

the rate of interest applying to your account will be 0.05% p.a. on \$1,999.99 and 1.5% p.a. on the remainder.

"terms and conditions" means Sections A to L of this document, the Schedule of Fees, Charges and Transaction Rebates and the Schedule of interest rates (RACQ Transition) provided to you with this document.

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

- if the rate of interest is 0.05% p.a. where the account balance is less than \$2,000 and 1.5% p.a. where the account balance is \$2,000 or more; and
- your account balance is \$3,000

the rate of interest applying to the entire balance of your account will be 1.5% p.a.

"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.

"Visa Secure" means the online authentication service provided for Visa cardholders when making online transactions at participating merchants.

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

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

"Youth Debit Mastercard" means a debit card issued by us to you or an additional cardholder that bears the Mastercard symbol.

The singular refers to the plural and vice versa.

A reference to:

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

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

Section B: General terms and conditions

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

1. Opening and holding an account

1.1 You must provide us with any information we reasonably require to open an account or provide a payment facility. Where you wish to open an account in the name of a deceased estate, you must provide us with the original or certified copy of one of the following:

- (a) probate of the will of the deceased person granted to you as executor;
- (b) letters of administration of the deceased person's estate granted to you as administrator; or
- (c) death certificate of the deceased person and the will (if there is a will).

Where you do not provide us with probate or letters of administration, you must also give us an indemnity in a form acceptable to us against any loss caused by opening the account or allowing withdrawals from the account.

1.2 Subject to the requirements of any law, acting reasonably, we may refuse to open an account or provide a payment facility.

1.3 You may not be eligible to open and hold all types of accounts. The Key Features Tables starting on page 97 set out eligibility requirements that apply. None of the accounts to which this document applies are available for use by a business or for business purposes.

We may require you at any time to provide us with proof that you meet the eligibility requirements for an account. If:

- (a) after opening an account you no longer meet the eligibility requirements; or
- (b) you do not provide us with proof that you meet the eligibility requirements when we ask for it, we may change your account to another type of account to which this document applies.

There is no minimum account balance required to maintain an account. However, where an account has been opened without you depositing any amount (that is, with a zero balance) and you do not operate your account within 180 days of opening, we may close the account without giving you notice.

1.4 For a Bendigo Student Account, if you are over 18 years of age you must provide proof of your full-time student, apprenticeship or trainee status (e.g. a valid Student ID card, or registration of

apprenticeship or traineeship) when you open the account. If you already have a Bendigo Student Account, once you turn 25 years of age you will also need to provide proof of ongoing enrolment by the 14 April every year to ensure ongoing eligibility. Every year we will send two separate letters to your recorded mailing address reminding you of this requirement. If, after opening the account, you no longer meet this eligibility requirement, we will change your account to a Bendigo Everyday Account.

1.5 For a Bendigo Easy Retirement Account you must provide proof that you are over the age of 55 and a self-funded retiree or recipient of a Centrelink benefit entitlement when you open the account. If, after opening the account, you no longer meet the eligibility requirements, we may change your account to another type of account to which this document applies.

1.6 For a Bendigo Concession Account:

- you or, if you have a joint account, any joint account holder receive an Australian Government payment that makes you eligible to hold a Concession or Health Care Card or;
- you or, if you have a joint account, any joint account holder, receive an Australian Government payment that makes you eligible to hold a Concession or Health Care Card or hold a current physical or digital Health Care Card, Pensioner Concession Card, Commonwealth Seniors Health Card or Department of Veterans' Affairs (DVA) Health Card (Gold Card or Repatriation Health Card) and any Australian Government payments (where applicable) and paid consistently into the account or are otherwise deemed to be eligible by Bendigo Bank.

We may also determine you are eligible for a Bendigo Concession Account in any other way.

If, after opening a Bendigo Concession Account, we reasonably consider that you are no longer eligible for it, we will notify you and give you at least 30 days to prove your eligibility. If you are unable to do so within that time, we can change your account to a Bendigo Everyday Account.

If you have another account with us (e.g. a Bendigo Everyday Account) and we reasonably determine that you are eligible for a Bendigo Concession Account, we will notify you of this and that we will change your account to a Bendigo Concession Account. We will allow you to opt out of this change, if you do not want it to occur.

You can consent to us using Centrelink Confirmation eServices to determine if you are eligible for a Bendigo Concession Account. You can withdraw this consent at any time.

Bendigo Personal Accounts and Facilities - Terms and Conditions (RACQ Transition)

- 1.7 For a Bendigo PiggySaver Account, once you reach 12 years of age your Bendigo PiggySaver Account will be automatically converted to a Bendigo Student Account.
- 1.8 A Bonus Rate is paid instead of the Base Rate on any Bendigo Reward Saver accounts that you have when the bonus rate eligibility criteria are met. To earn the Bonus Rate on any Bendigo Reward Saver account for a particular month, you must meet the following bonus rate eligibility criteria by midnight on the last calendar day of that month (other than the month when the account was opened):
- a) the balance of that Bendigo Reward Saver Account must have increased since the beginning of the month (in addition to interest paid by us).
- 1.9 You agree to provide us with your email address in order to receive e-statements.

2. Identification

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

Verification

- 2.5 We may, and you consent to us doing so, seek verification of your identification and identification documents from independent sources and/or third-party service providers.

- 2.6 We will keep copies of all documents provided by you and will disclose or provide copies of your identification documents to third party bodies as required by law.
- 2.7 We may request, and you must provide, further documentary evidence of your identity as we deem necessary to confirm your identity.
- 2.8 We may request that you produce, and you must provide in person if necessary, the original and/or certified true copies of all documentary evidence confirming your identity.

Inability to confirm identity

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

Additional Information

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

3. Payment Facilities

Depending on the type of account you hold with us, you may be able to gain access to one or more payment facilities. The payment facilities that are currently available with each type of account are set out in the Key Features Tables starting on page 97. Payment facilities are provided for the purpose of sending or receiving funds for the provision or procurement of goods and/or services.

4. Deposits and Withdrawals

4.1 You may make deposits to your account in a number of ways including:

- (a) at any of our branches by using a teller or one of our express deposit boxes;
- (b) by mail;
- (c) by arranging an automatic deposit of your salary or other income or amounts to be paid directly into your account;
- (d) if your account is linked to a card, at any Bendigo Bank ATM which accepts deposits or at a Post Office using Bank@Post™ (where available and subject to restrictions, see clause 40.5);
- (e) if you have access to Bendigo Phone Banking or Bendigo e-banking, by transferring funds electronically using these facilities;
- (f) by arranging an electronic credit from another Bendigo Bank account;
- (g) by arranging an electronic credit from another financial institution.

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

4.2 The proceeds of a deposit may not be available for up to seven business days after the deposit is made. It will usually take three business days for a cheque to clear. If we allow you to draw on a cheque before it has cleared, you will be liable for the amount of the cheque if it is subsequently dishonoured and you authorise us to debit the amount of the cheque plus applicable bank charges to your account.

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

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Deposits made using an ATM

4.4 When you make a deposit to your account at one of our ATMs, two bank officers open the ATM the next business day and compare the amount you placed in the envelope with the amount you entered in the ATM. If there is a difference between these two amounts, we will accept the amount in the envelope as the amount deposited and advise you in writing of the difference and the actual amount which has been credited to your account.

4.5 We will not accept coins for deposit.

4.6 A deposit at an ATM is at your risk until the deposit is completed in accordance with the procedures indicated by the ATM.

Withdrawals

4.7 You may make withdrawals from your account in a number of ways including:

- (a) at any of our branches;
- (b) if your account is linked to a card:
 - at any ATM;
 - via EFTPOS terminals;
 - at a Post Office using Bank@Post™ (where available and subject to restrictions, see clause 40.5);
- (c) if you have access to Bendigo Phone Banking, by transferring funds electronically using BPAY;
- (d) if you have access to Bendigo e-banking, by transferring funds electronically using:
 - BPAY
 - Pay Anyone
 - Telegraphic Transfers
- (e) using an Automatic Payment;
- (f) by bank cheque.

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

4.8 Acting reasonably, we can at our discretion impose a limit on the amount you can withdraw in cash from your account at a branch, from an ATM or via an EFTPOS terminal.

Cash out limit – Our current maximum daily cash out default limit for transactions conducted at an ATM or EFTPOS terminal and using a PIN is \$1000. This amount may be varied for customers upon application and approval.

Purchase limit - Our current maximum daily purchase limit for transactions conducted at an EFTPOS terminal and using a PIN is the available balance of your account.

We may vary the default amount of these limits or any other limit we impose from time to time. We may also limit the way in which money is dispensed. For example, if you want to withdraw \$400 (and that amount is not in excess of the maximum daily withdrawal limit), the ATM may not pay out on that amount in one transaction. You may receive \$300 and then make another withdrawal of \$100 as a separate transaction.

Our right to make these changes is subject to the conditions in clause 18.

- 4.9 You should ensure that the purchase amount is correct on any electronic equipment you use when you perform a transaction.
- 4.10 EFTPOS outlets may have other restrictions on the amount of cash that can be withdrawn. Merchant or other institutions may impose additional restrictions on the use of your card or PIN. The Post Office may impose restrictions on the use of Bank@Post™.
- 4.11 We may not allow a withdrawal unless we have proof of your identity that is satisfactory to us.
- 4.12 You authorise us to debit to your account with all withdrawals you or an authorised signatory make from that account (unless the authorised signatory is an authorised user who can only access, but not operate, your account).
- 4.13 Some transactions require authorisation from us. Acting reasonably, we may choose not to authorise a proposed transaction. For example, if your card had been reported lost or stolen.
- 4.14 Contactless transactions are subject to separate transaction limits. These limits are imposed by us and the financial institution responsible for the EFTPOS terminal.

5. Interest

- 5.1 We pay interest on your account as per our Schedule of interest rates (RACQ Transition). See clause 5.6 below regarding a Bendigo Reward Saver Account. See clauses 5.7 to 5.14 below regarding an offset facility on a Bendigo Everyday Account.

Interest Rates

- 5.2 The type of account you have will determine the type of interest. Some accounts have tiered interest and some have stepped interest (in which case more than one interest rate may apply) and others have a single rate of interest that applies irrespective of the balance of your account. Please refer to the Key Features Tables starting on page 97 to find out what type of interest your account has.
- 5.3 We may change the interest rate from time to time at our discretion. This means that the interest rate may increase or decrease. If any law regulates such a change, we will only make the change to the extent permitted by, and subject to, the requirements of that law. Our right to make these changes is subject to the conditions in clause 18.
- 5.4 Our current interest rates are set out in the Schedule of interest rates (RACQ Transition). You can find out our current interest rates at any time by contacting one of our branches, phoning 1300 236 344 or by visiting our website www.bendigobank.com.au

Calculation and Crediting of Interest

- 5.5 We calculate interest by applying the daily percentage rate to the balance of your account (or, if it is stepped interest, to the relevant part of your balance) at the end of each day. The daily percentage rate is the relevant interest rate divided by 365, or in a leap year, 366.
- 5.6 The type of account you have will determine when interest is credited to your account. The Key Features Tables starting on page 97 set out when interest is credited.
- For the Bendigo Reward Saver Account, where you have not met the Bonus Rate eligibility criteria for the month, the Base Rate will still apply (except in the case of the month in which the account opened). The Bonus Rate eligibility criteria is outlined in clause 1.8. Your Base or Bonus interest will be credited to your account by the end of the second day of the month.

Bendigo Everyday Account with offset facility

- 5.7 An offset facility is only available on a Bendigo Everyday Account and must be linked to a principal and interest or interest only residentially secured loan with us. For Bendigo Complete Home Loan a Bendigo Everyday Account linked to a loan must be in the same customer number / name as the loan account. For example, a joint loan in the name of X & Y must only be linked to a Bendigo Everyday Account in the name of X & Y. For all other loan accounts all parties to your Bendigo Everyday Account must be parties to the linked loan account. For example, a joint loan in the name of X & Y may be linked to a Bendigo Everyday Account in the name of X, in the name of Y or a joint account in the name of X & Y. A joint Bendigo Everyday Account in the name of X & Z cannot be linked to the loan, as Z is not a party to the loan.
- 5.8 Your account may be linked to only one loan at any particular time. You may change the loan to which your account is linked at any time, provided the alternative loan complies with the terms and conditions outlined above, upon written notification to us.
- 5.9 The daily balance (defined below) in your account will be used to offset your linked loan account for the purpose of calculating the interest payable on your linked loan account. Interest on your linked loan account will be calculated at a discounted rate on the amount equal to the daily balance held in your Bendigo Everyday Account. The Bendigo Complete Home Loan and Bendigo Flex Home Loan offers a full offset on both variable and fixed rate loans. All other home loan accounts offer full offset on variable rate loans and a partial offset on fixed rate loans. Details of the discounted rates can be obtained by asking at any Bendigo Bank branch, online at www.bendigobank.com.au. Interest on the remaining balance of your linked loan account will

be calculated at the rate that applies to your linked loan account.

- 5.10 The daily balance in your account is the balance at the end of the day. If your account has a debit balance at the end of the day, your balance for that day for offset purposes will be deemed to be zero. If your account has a balance greater than the balance of your linked loan account at the end of the day, your daily balance for that day for offset purposes will be deemed to be equal to the balance of your linked loan account. You will not earn interest on the excess amount.
- 5.11 Subject to the requirements of any law, the discounted rates may change at any time. Our right to make changes is subject to the conditions in clause 18.
- 5.12 Where more than one Bendigo Everyday Account is linked to the one loan account, the daily balance used for offset purposes is that of the combined end of day balances of all of these accounts.
- 5.13 Upon finalisation of the linked loan account, the offset facility on your Bendigo Everyday Account will be removed.
- 5.14 We may at any time combine the balance of your Bendigo Everyday Account and your linked loan account. If we combine your accounts, we will promptly inform you. We need not notify you in advance. Our right to combine accounts is subject to the terms and conditions of your loan account, which may limit when we can combine accounts.

6. Fees and charges

- 6.1 Fees and charges and Government charges may apply to your account and your use of payment facilities. You authorise us to debit these fees and charges and Government charges to your account. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates. You can find out our current fees and charges at any time by contacting one of our branches, phoning 1300 236 344 or by visiting our website www.bendigobank.com.au
- 6.2 We may change the fees and charges from time to time including introducing new fees and charges and Government charges. However, we will not introduce entry fees, exit fees or charges for the management of funds, excluding charges for the maintenance of the account. If the law regulates such a change we will only make the change to the extent permitted by, and subject to, the requirements of that law. Our right to make these changes is subject to the conditions in clause 18.
- 6.3 We may at our sole discretion waive any or all fees and charges from time to time, substitute one fee or charge for an alternative fee or charge or impose a lower fee or charge.

7. Transaction Processing

- 7.1 We may assign any date we reasonably consider appropriate to a debit or credit to your account, except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs. However, we will credit payments to your account as soon as practicable after we receive them. This is not necessarily the same day that you make the payment. If a payment is received after the end of each day, it may not be processed or reflected in your account until the next business day. We give effect to the debit or credit based upon the date assigned to it by us.
- 7.2 We may subsequently adjust debits and credits to your account so as to accurately reflect the legal obligations of you and us, for example, because of an error or because a cheque is dishonoured. If we do this, we may make consequential changes, including to interest.
For example: If a payment or deposit is made into your account in error, we may withdraw that payment or deposit from your account without your consent, including any interest paid into your account on that payment or deposit. If you have spent those funds you will be required to repay them or your account may be overdrawn.
- 7.3 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 we do, your and our rights and obligations will be the same as if the payment or credit was never made and we may make adjustments to the account to reflect this. If the payment is a mistaken internet payment we will act consistently with any other parts of these terms and conditions that deal with mistaken internet payments and the ePayments Code (where it applies).

8. Bank cheques

- 8.1 We can issue you with a cheque drawn on us. This is known as a bank cheque and is usually used where the payee has specifically requested a bank cheque in payment for goods or services. There is a fee for the issue of a bank cheque. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates.
- 8.2 Although most people regard bank cheques as cleared funds, they are not equivalent to cash. A bank may dishonour a bank cheque including if:
- (a) the signature of an officer of a bank is forged or placed on a bank cheque without the bank's authority;

- (b) the bank cheque has been fraudulently or materially altered;
- (c) a fraud or other crime has been committed;
- (d) the bank is advised that the bank cheque is lost or stolen;
- (e) there is a court order preventing the bank from paying a bank cheque;
- (f) the bank has not received payment or value for the issue of the bank cheque.

8.3 If a bank cheque is lost, destroyed or stolen, we may provide a replacement bank cheque for a fee. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates.

9. Overdrawn accounts

9.1 Unless we have agreed to provide you with an overdraft facility, you must at all times:

- (a) keep a credit balance in your account;
- (b) avoid deliberately overdrawing your account; and
- (c) avoid using a payment facility or requesting a payment service which could lead to your account being overdrawn.

9.2 If we agree to provide you with an overdraft facility, we may specify an approved overdraft limit. If we do not specify an approved overdraft limit, the approved overdraft limit is assumed to be \$0.

9.3 If we debit an amount to your account that causes your account to be overdrawn, this does not mean that we have agreed to provide you with an overdraft facility or a credit facility.

9.4 If you overdraw your account in breach of these terms and conditions, you agree that:

- (a) we may debit the overdrawn amount to your account;
- (b) you will repay the overdrawn amount as soon as possible
- (c) we may restrict the way in which you gain access to your account, including by suspending card access, until such time that the overdrawn amount is repaid;
- (d) we may cancel any payment facility linked to your account; and
- (e) until such time that the overdrawn amount is repaid, we will calculate interest on the overdrawn amount on a daily basis.

9.5 Further to clauses 9.2 and 9.4(e) above, if you exceed an approved overdraft limit you agree that we may charge you the Overlimit Rate on the overdrawn amount in addition to the Standard Overdraft Rate (unless you have a

Bendigo EasySaver Account or a Bendigo RewardSaver Account, in which case only the Savings Overdrawn Rate will apply).

Example 1: your account (excluding Bendigo EasySaver Accounts and Bendigo RewardSaver Accounts) has an approved overdraft limit of \$500 and you overdraw your account by an additional \$250, which means that your account will be overdrawn \$750 in total. The Standard Overdraft Rate will apply to the full \$750, but the Overlimit Rate will only apply to the \$250 that exceeds your approved overdraft limit.

Example 2: your account (excluding Bendigo EasySaver Accounts and Bendigo RewardSaver Accounts) has an approved overdraft limit of \$0 (because we have not specified an approved overdraft limit) and you overdraw your account by \$500. The Standard Overdraft Rate and the Overlimit Rate will both apply to the overdrawn amount of \$500.

Example 3: you have a Bendigo EasySaver Account and you overdraw your account by \$300. The Overdrawn Account Rate will apply to the overdrawn amount of \$300.

9.6 Further to clause 9.4(e) above, you agree that:

- (a) any interest that has accrued on the overdrawn amount will be debited to your account at such time that we would have ordinarily credited interest to your account; or
- (b) if you have a product that does not have the ability to accrue credit interest (for example, a Bendigo Everyday Account with an offset facility;) any interest that has accrued on the overdrawn amount will be debited to your account half-yearly on 1 April and 1 October.

9.7 We may change the interest rates applicable to overdrawn accounts from time to time at our discretion. If any law regulates such a change we will only make the change to the extent permitted by, and subject to, the requirements of that law. Our right to make these changes is subject to the conditions in clause 18. Our current interest rates for overdrawn accounts are set out in the Schedule of interest rates (RACQ Transition).

You can find out our current interest rates by contacting one of our branches, phoning 1300 236 344 or by visiting our website www.bendigobank.com.au

9.8 If you are the 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 rights in relation to your overdrawn account, for example, where we combine accounts.

In particular, unless otherwise agreed, we will allow you to access up to 90% of your future Centrelink benefits until the account is no longer overdrawn. If your account becomes overdrawn, please visit any of our branches to discuss your needs and arrange access to your account.

10. Account Combination

10.1 We may combine the balances of two or more of your accounts which are of the same ownership and entity name, even if the accounts are at different branches. For example, we may do this if one of your transaction accounts is overdrawn or in debit and the other is in credit. In this situation the credit in one transaction 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.

10.2 When combining accounts we will comply with any applicable requirements of the Code of Operation for Department of Human Services and Department of Veterans' Affairs Direct Credit Payments.

10.3 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.

11. Statements and Confirmation of Transactions

11.1 We will issue you with a statement of account at least once every six months. If you would like to receive a statement of account more frequently, please contact one of our branches. A fee may apply to this service. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates.

11.2 You must check your statement of account and immediately notify us if you notice an error or possible unauthorised transaction on that statement. You should keep your statements safe for future reference.

11.3 You agree that confirmation of transactions involving your account or any payment facility may be provided by:

- (a) Bendigo Phone Banking and Bendigo e-banking, if you have access to either of those services (not all fees are available for inquiry via either of these channels);
- (b) you requesting confirmation at any of our branches.

11.4 You agree that any request you make for a balance or information using Bendigo Phone Banking, Bendigo e-banking or by any other means, in relation to any account which is regulated by the National Credit Code is not a request for a statement of a kind referred to in that Code in respect of that regulated account.

11.5 If you apply to open an account through Bendigo e-banking (including the Bendigo Bank app), you agree that we will give you statements of account for that account electronically as e-statements that you can download in Bendigo e-banking. If paper statements are available for your account type, you can change your statement preference to paper statements that will be sent to you by post in Bendigo e-banking or by contacting us.

12. Receipts and vouchers

12.1 When you use Bendigo Bank equipment to access your account we will provide you with a record of your transaction, unless you specify that a record is not required. You must check your record of the transaction and keep it to reconcile to your statement.

12.2 We strongly advise you to keep all of these documents in a safe place, as you may need them to do things such as complete tax returns, confirm payments have been made for goods and services and check what payments and cheques are unrepresented and how much money you have in your account at any one time.

12.3 If you misplace any of your account records or need us to provide you with information about any of your transactions, such as cheques you have written out or interest payments for tax purposes, we can help by conducting a search of our records. A fee may apply for this service to cover our costs. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates.

12.4 You should keep your credit card vouchers and printed records of transactions to reconcile to your statement. We are not obliged to provide you with copies of merchant or transaction vouchers.

13. Joint accounts

13.1 This clause applies if an account is in two or more names jointly.

Understanding your obligations

13.2 We may allow you to operate accounts jointly with other persons.

- 13.3 If you do, your liability under these terms and conditions is both joint and several. This means that each of you is liable both on your own and together for the whole of any debit balance on the account. You should carefully consider any arrangement which involves you becoming a joint account holder.
- 13.4 It is up to you and the other joint account holder(s) to specify how many signatories are required to operate a joint account. Account operating instructions are part of your contract with us and may only be altered by written notification to us, signed by each party to the joint account. However, any joint account holder(s) can cancel operating instructions by contacting us which will require that all further instructions be given jointly by all joint account holder(s).
- 13.5 Despite any instructions you may give us to the contrary, we may insist that the joint account only be operated on the signatures of all joint account holders if:
- (a) one of the joint account holders requests us in writing to do so; or
 - (b) we are notified of any dispute between the joint account holders; or
 - (c) we are notified of the bankruptcy of any of the joint account holders.
- 13.6 You agree that each of you act as an agent for the other and that we can send a copy of a notice or statement to all or any one of you, except where we are legally obliged to do otherwise.
- 13.7 You agree that each joint account holder may have access to information about the account without the consent of the other joint account holders.
- 13.8 In the event of your death, the account will be treated as the account of the surviving account holder(s) only.
- 14. Authorised Signatories and operating instructions**
- 14.1 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:
- (a) a person who is authorised to access and operate your account – an authorised signatory;
 - (b) a person who is authorised to access and operate your account with card access only – an additional cardholder; and
 - (c) a third party authorised by you to only use Bendigo Phone Banking or Bendigo e-banking to access or access and operate your nominated account and who is registered with us as an authorised user for use of Bendigo Phone Banking or Bendigo e-banking - an authorised e-banking user.
- 14.2 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.
- 14.3 If you are a company, body corporate, club or association, we may require appointment of authorised signatories and directions as to operating instructions to be under common seal or authenticated by minutes of a resolution of your directors or governing body.
- 14.4 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.
- 14.5 Where you request that a person be authorised as an additional cardholder, and where we agree to that request:
- (a) that person must be:
 - i. 12-15 years for a Youth Debit Mastercard; and
 - ii. 16 years or older for all other cards;
 - (b) we will issue to that person a card linked to your account (“additional card”);
 - (c) you authorise us to debit your account with all transactions made using the additional card and you will be responsible and liable for these transactions as if you had made them yourself; and
 - (d) these terms and conditions apply to the additional card in the same way that they apply to your card.
- 14.6 In relation to an authorised e-banking user, you may request a maximum daily withdrawal limit to apply to your authorised user(s). This limit may include \$0 or view-only access.
- 14.7 You can arrange to have the authority of an authorised signatory cancelled, stopped or revoked, or your operating instructions changed at any time. You must also return to us any card (cut in half for your protection) that we have issued to that person. You remain responsible for all transactions made using an additional card until they are returned to us, or you have taken all reasonable steps to return them to us.
- 14.8 We are entitled to act on instructions given by your authorised signatories in accordance with your operating instructions, and within the guidelines of non-titled member type, 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. Subject to Section H: BPAY and Section K: Pay Anyone Service you are wholly liable for any loss or damage you or a third party suffers as a result of us acting upon those instructions.

14.9 These terms and conditions other than this clause 14 apply to the authorised signatory in the same way that they apply to you. You should ensure that any authorised signatory has read these terms and conditions and complies with them as if they were you. If the authorised signatory does not comply with these terms and conditions, you will be in default.

14.10 You consent to us giving an authorised signatory information about your account.

14.11 You may ask us, in writing, to limit the dollar amount available to some authorised signatories to restrict their authority.

15. Cancelling a payment facility

15.1 We may cancel a payment facility if:

- (a) we have received notice of your mental incapacity, bankruptcy or death;
- (b) we believe any of your card, PIN, password, access ID or any other access method are being used, or will be used, in a way that will cause loss to you or us;
- (c) we reasonably believe you induced us to issue the payment facility by fraud;
- (d) you or an authorised signatory breach any of these terms and conditions;
- (e) we close your account;
- (f) in the case of Bendigo Phone Banking, Bendigo e-banking, Pay Anyone Service or Automatic Payments the security or quality of the service is threatened;
- (g) it is reasonably necessary to protect our legitimate interests, or it is to benefit you.

We will give you reasonable notice of our intention to cancel your payment facility if it is practical to do this. It may not be practical, for example, if urgent action is required to protect your account.

15.2 We will take and promptly process your instruction to cancel a direct debit request which is set up using your account number. You may cancel a direct debit request at any time by giving us notice in writing, via telephone, via secure email or by coming into one of our branches and talking to a staff member.

15.3 You are encouraged to maintain a record of any regular payment arrangement entered into with a merchant using your card number.

15.4 To either change or cancel any regular payment arrangement set up using your card number you

should contact the merchant at least fifteen days prior to the next scheduled payment. Until you attempt to cancel the regular payment arrangement with the merchant directly we must accept the merchant's transaction. If possible you should retain a copy of their change/cancellation request. Should the merchant fail to act in accordance with these instructions you may have rights to dispute the transaction.

15.5 Should your card number be changed i.e. as a result of lost or stolen card you must request the merchant to change the details of your existing regular payment arrangement to ensure arrangements continue. If you fail to undertake this activity your regular payment arrangement either may not be honoured by us or the merchant may stop providing the goods and/or services.

15.6 Should you elect to close your card account or your account is closed by us you should contact the merchant to amend any regular payment arrangement set up using your card number; as the merchant may stop providing the goods and/or services.

15.7 If we cancel a payment facility we will notify you as soon as possible afterwards except if we cancel a direct debit, periodical payment or sweep facility after being advised by the payee that no further payment is required or your account is closed.

15.8 You may alter, stop or cancel a payment facility at any time by giving us notice in writing or by coming into one of our branches and talking to a staff member.

15.9 If your card is cancelled, you must immediately return to us all cards issued to you or an additional cardholder (cut in half for your protection). You will be liable for any transaction you or any additional cardholder make until the card is returned to us. If you use your card after it is cancelled, we can tell any merchant that the card has been cancelled.

15.10 If your access to Bendigo Phone Banking or Bendigo e-banking is cancelled, we may refuse any transaction you initiate through these facilities without giving any reason or advance notice to you.

15.11 If you cancel a direct debit, periodical payment or sweep facility, we must receive your instructions at least one business day prior to the due date of the next payment, otherwise that payment may nevertheless be made. For direct debit cancellations we may suggest that you contact the merchant concerned.

16. Stopping or closing your account

16.1 You may request us to close your account only if it is in credit. You may close the account by:

- (a) visiting one of our branches and telling us you wish to close the account; or

- (b) a written request to us, and returning to us all unused cheques and all cards linked to that account.

Where an account has been forcibly closed by the Bank due to being overdrawn for an extended period of time, we may request such funds to be repaid before a new account will be established.

16.2 For the Bendigo Reward Saver Account, your account cannot be closed on the 1st and 2nd calendar day of the month, in order for us to determine whether bonus interest is payable to you.

16.3 If a card is linked to your account, you must give us fourteen days notice of your wish to close your account. You must return to us all cards issued on the account at the time of giving notice. This fourteen day period is to allow for outstanding card transactions to be presented for payment before the account is closed.

16.4 We may close your account at any time, due to unsatisfactory conduct or for any other reason if we consider it necessary to prevent fraud or other losses to you or us or to protect our legitimate interests, by giving you notice that is reasonable in all the relevant circumstances and reimbursing you for any amount standing to the credit of your account. If you or an authorised signatory breach any of these terms and conditions or your account is open with a zero balance and you do not operate your account within 180 days of opening, we may close the account without giving you prior notice. Examples of unsatisfactory conduct include behaviour that is

- Defamatory, harassing, threatening to any person (including use of payment descriptions and / or references)
- Promotes or encourages physical or mental harm of any person (including use of payment descriptions and / or references)

16.5 We will give you notice as soon as possible after closing the account (unless we have previously given you notice) and will reimburse you for the amount standing to the credit of your account. This will not apply where we close any account opened with a zero balance and which has not been operated within 180 days of opening.

16.6 If your account is closed:

- (a) we may cancel any card linked to the account, and disable your access to other payment facilities linked to the account;
- (b) you must return to us all cards, any security tokens issued to you, and all unused cheques linked to the account;
- (c) you will be liable for any transactions that were not processed, or that occur, on the account (including, but not limited to, outstanding merchant purchases, cash advances and

cheques presented) at the time the account is closed;

- (d) you must pay to us on demand all unpaid fees and charges prior to closing the account;
- (e) you must arrange deregistration of your access ID;
- (f) we will automatically cancel any periodical payments or sweep facilities.

16.7 You should make arrangements for any automatic payments, direct debit, direct credit payments, interest payments, periodical payments, sweep facilities or ongoing Pay Anyone Service Payments that are paid into or out of your account to be re-directed before the account is closed.

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

16.9 Acting reasonably, we may place a stop on your account if:

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

If we place a stop on your account, you or anyone else will not be able to make any withdrawal transactions on the account or otherwise operate it. Credit transactions will still be allowed unless you specifically request credit transactions be stopped also.

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

17. Dormant accounts

17.1 If you do not operate your account for a number of years, your account may be deemed dormant.

17.2 If your account does become dormant we will send you a letter (to the address noted for that account) advising you that your account is dormant and that you have the following options:

- (a) you can make a transaction to re-activate the account;
- (b) you can call 1300 236 344 advising that you would like to re-activate your account;
- (c) you can close the account; or
- (d) you can close the account and open another account with us that is more suitable to your current needs.

17.3 If you are unable to attend a Bendigo Bank branch to take up any of the above options, please contact us or the Bendigo Bank branch at which the account is held advising of your situation.

17.4 If we do not hear from you after we have sent you a letter, your account will be closed and where required to do so by law, the balance of your account will be sent to the Commonwealth Government as unclaimed money.

18. Changes

18.1 Acting reasonably, we may change these terms and conditions at any time. If any law regulates that change, we will only make the change to the extent permitted by, and subject to, the requirements of that law.

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.

18.2 Subject to the requirements of any law, you agree that we can give notice of changes to these terms and conditions and of, any change that affects any of the matters specified in this document (including changes to fees and charges and interest rates)

- in writing (including by notice in your statement of account)
- by an advertisement in a major daily newspaper published in Australia or at such other frequency as published by the overseas local major newspaper (if applicable)
- in such other manner as we reasonably consider is likely to come to the attention of as many account holders as possible or
- in accordance with clause 28.4.

18.3 The notice of change table sets out how much prior notice we will give you of changes, if prior notice is required. Where no prior notice is required, we will give you notice of a change no later than the day on which the change takes effect. However, we may give you a shorter notice period or no notice of a change if it is reasonable for us to manage a material and immediate risk. In that case, we will give you notice of the change as soon as is reasonably practicable.

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

Notice of Change

Type of change	Minimum number of days notice
Any change that is an increase in fees or charges	30
A variation of the method by which interest is calculated	30
A variation of the frequency with which interest is debited or credited	
A variation of the balance ranges within which interest rate apply	
Increase your liability for losses relating to EFT transactions	30
Impose, remove or adjust the daily or periodical withdrawal limits applying to the use of an access method, an account from which we permit you to initiate EFT transactions, or electronic equipment	30
Change to the EFT conditions, BPAY conditions or Pay Anyone conditions (that is not caught by the above)	If we believe the change is unfavourable to you, 30. Otherwise, no advance notice.
Other changes to the terms and conditions (apart from a change in Government charges payable directly or indirectly by you)	If we believe the change is unfavourable to you, 30. Otherwise, no advance notice

Type of change	Minimum number of days notice
Changes to an interest rate (This does not apply to rates linked to money markets or 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

19. Tax

- 19.1 When you open an account with us, you have the option of supplying us with your Tax File Number. If you don't, we are required by law to deduct withholding tax from your interest, at the highest marginal rate plus the Medicare Levy and forward it to the Australian Taxation Office.
- 19.2 Similar requirements also apply to joint accounts where one or more of the account holders have not supplied their Tax File Number.

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

- 19.3 If you are entitled to an exemption in relation to this tax you should advise us of your type of exemption and provide any supporting documentation we may require.
- 19.4 If your account is a Bendigo Everyday Account with an offset facility that is linked to a loan account, there is no interest entitlement that is subject to income tax and the only benefit is the right to the interest reduction on the loan account under the offset arrangements. Loan account offset arrangements are subject to rulings and policies of the Australian Taxation Office, which may change.

What happens if I don't provide my Tax File Number?

- 19.5 If you choose not to provide us with your Tax File Number, we are required to deduct withholding tax at the highest marginal tax rate – plus the Medicare Levy, when you earn interest income of \$120 or more a year.

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

The above clauses 19.1, 19.2, 19.3, 19.4 and 19.5 do not apply if you are not a resident of Australia. We are required to withhold Australian non-resident withholding tax from interest income earned on your account which is currently 10%.

20. Privacy

- 20.1 We are committed to ensuring your privacy is protected and understand your concerns regarding the confidentiality and security of personal information you provide to us.
- 20.2 You can obtain information about privacy in our Privacy Policy which is available upon request at any of our branches or on our website www.bendigobank.com.au
- 20.3 If you have a complaint relating 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

21. Make a Complaint

- 21.1 We consider Internal Dispute Resolution (IDR) to be an important and necessary first step in the complaint handling process as it gives us an opportunity to hear when we do not meet our customers' expectations and address them genuinely, efficiently and effectively.
- 21.2 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) social media;
 - (f) 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 (refer to clause 21.4).

Complaints about EFT transactions

- 21.3 If your complaint is in relation to an EFT transaction, we will advise you in writing of the procedures for investigating and handling the complaint.
- (a) If we are unable to resolve the complaint within 30 days, we will notify you of this fact, inform you of the reasons for the delay and specify a date by which a decision can reasonably be

expected (unless we are waiting for a response from you and we have told you that we require that response and your non-response is preventing us from dealing with your complaint), provide you with the name and contact details of our external dispute resolution provider, and provide you with monthly updates on the progress of your complaint);

- (b) If the complaint involves a credit card account and we decide to exercise any rights we may have under the rules of the credit card scheme:
- i. the time limits under the rules of the scheme will apply instead of the time limits referred to in clause 21.3 (a).

We will advise you in writing of the above time limits and when you can reasonably expect a decision. Your obligation to pay any amount which is the subject of a complaint, and any credit or other charges related to that amount, will be suspended until the complaint is resolved;

- (c) When we have completed our investigation of your complaint, we will promptly advise you in writing of the outcome of that investigation, your right to take your complaint to our external dispute resolution provider, and the name and contact details of our external dispute resolution provider. However, we are not required to do so if your complaint does not relate to hardship and we resolve it to your satisfaction within 5 business days, unless you ask us.
- (d) if on completion of our investigation we decide 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, we will supply you with copies of any documents or other evidence relevant to the outcome of our investigation, including information about any logs or audit trails relating to the transaction and advise you whether there was any system or equipment malfunction at the time of the transaction; for example if you don't protect your internet access by using a firewall and anti-virus software it could contribute to the chance of unauthorised transactions;
- (e) if we conclude as a result of our investigation that your account has been incorrectly debited or credited we will promptly make adjustments to your account (including making adjustments to interest and charges) and notify you in writing of the amount by which your account has been debited or credited as a result;
- (f) alternatively, if we decide to resolve your complaint in your favour, we may adjust your

account accordingly within seven business days of receiving the complaint and provide the information required by paragraphs (c) and (e) and close the investigation. When we choose this course of action we are not required to comply with clause 21.3 and paragraph (d);

- (g) if we fail to observe the appropriate allocation of liability in accordance with the relevant clauses of the ePayments Code or fail to explain the reasons of any findings that you are liable by reference to relevant aspects of those paragraphs, or in any material respect we fail to observe the complaint investigation and resolution procedures set out in this clause or as required by the ePayments Code, and where such failure has contributed to a decision by us against you or delayed the resolution of your complaint, we may accept full or partial liability for the amount of the transaction which is the subject of your complaint.

Australian Financial Complaints Authority (AFCA)

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

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

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expire.

If your complaint relates to how we handle your personal information you can also contact the Office of the Australian Information Commissioner (OAIC):
GPO Box 5218
Sydney NSW 2001
Telephone 1300 363 992
Email enquiries@oaic.gov.au
Web www.oaic.gov.au

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

- 22.1 If you have changed your name, we will need to amend our records as soon as possible. Before amending our records, we will require evidence of your name change, such as a marriage certificate, birth certificate, decree nisi or dissolution of marriage, or certificate of registration of change of name.
- 22.2 If you have changed your address (home, business or email, where relevant) or contact details, you must provide us with your new address or contact details as soon as possible, either by calling into one of our branches, by telephoning 1300 236 344 or by writing to your local branch or our head office.

22.3 You should advise us of the details of all of your accounts so that all our records can be changed. If you like, we can also change the branch where you normally pick up your card, to a branch that is more convenient to you.

22.4 You must notify us in writing as soon as possible of any proposed or actual changes to your financial or legal status (including name changes, mergers, administration or receivership, schemes of arrangement, bankruptcies, liquidations, windings up, dissolutions or acting or failing to act in a manner which could result in any of these situations) or any other material changes that may affect or impact upon your use of your account or any payment facility or your ability to continue operating in a financially viable manner.

23. If you need to send money overseas or have received funds from overseas

23.1 We can send money overseas for you in Australian or foreign currencies. You can ask us to make an international telegraphic transfer to an overseas bank nominated by you. We do not have to agree to your request.

23.2 Fees and charges apply for the provision of these services. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates.

24. Banking Code of Practice

24.1 We are bound by the Banking Code of Practice.

24.2 The Banking Code of Practice requires us to draw your attention to the availability of general descriptive information concerning our banking services. This includes information about account opening procedures, our obligations regarding the confidentiality of your information, complaint handling procedures, bank cheques, the advisability of you informing us promptly when you are in financial difficulty so that we may discuss your situation and the advisability of you reading the terms and conditions applying to this banking service.

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

25. Financial Claims Scheme

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

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

The Australian Government has given notice that it is reviewing the application of the Financial Claims Scheme to accounts held by non-residents of Australia. This may result in the Financial Claims Scheme no longer applying to accounts held with us by overseas customers.

26. Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF)

26.1 We are committed to the regulatory requirements for anti-money laundering and counter-terrorism financing.

26.2 To comply with these requirements we may:

- (a) require you to provide to us, or otherwise obtain, any additional documentation or other information;
- (b) suspend, block or delay transactions on your account, or refuse to provide services to you;
- (c) report any, or any proposed, transaction or activity to anybody authorised to accept such reports relating to AML/CTF or any other law.

27. Liability

Subject to any other provision of these terms and conditions, to the extent permitted by law, we are not liable to you for or in connection with:

- (a) any loss or damage you suffer as a result of using your account or a payment facility;
- (b) any delay or failure in processing a transaction on your behalf;
- (c) any transaction which is processed by us on your behalf;
- (d) any failure, malfunction, delay or error (for any reason) of any equipment, system or software (including, without limitation, the telephone, electronic equipment, software and telecommunications and ISP services you or an authorised signatory use to access an account or payment facility);
- (e) any unavailability or failure of a payment facility to accept instructions from you;
- (f) any failure of a card, access ID, password or PIN to permit you or your authorised signatory to access a payment facility;
- (g) any unauthorised access to, or disclosure of information relating to, your account through a payment facility.
- (h) any other action taken or not taken in relation to your account or a payment facility.

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

28. Other

28.1 We may decide, at our discretion acting reasonably, the order in which payments will be processed.

28.2 We may give you a certificate about a matter in connection with the account. We may use the certificate as evidence of the matter.

- 28.3 Notices and other communications for us may be:
- given personally to one of our employees at any of our branches or sent by post to our registered office;
 - given by any other means permitted by law.
- 28.4 Subject to the requirements of any law, notices and other communications for you may be:
- given to you personally or left at any address specified by you or your residential or business address last known to us;
 - sent by prepaid post to any of these places;
 - sent by email to your email address last notified to us;
 - if you are registered for Bendigo e-banking by secure email in Bendigo e-banking;
 - if you have downloaded a Bendigo Bank mobile banking application, sent to you in the application or
 - given by any other means permitted by law.
- We may also give you notices and other communications by making them available electronically (for example, by publishing them on our website) and notifying you that we have done so and how you can obtain the notice or communication. However, we will not give you a notice or communication in this way if you have notified us that you do not want to receive notices and communications from us in this way. You can notify us that you do not want to receive notices and communications from us in this way by contacting us.
- 28.5 You must give us any information or documents we reasonably require to identify you or any person authorised to operate your account. Subject to the requirements of any law, you authorise us to check the authenticity of any such information or documents that you give to us.
- 28.6 Enforcement expenses may become payable if you breach these terms and conditions. For instance, if you overdraw your account without our written permission we may take legal action to recover the debt. Any reasonable expenses we incur in recovering our debt will be payable by you and you authorise us to debit the amount of these expenses to your account.
- Our rights under these terms and conditions**
- 28.7 We may choose at any time to waive any of our rights under these terms and conditions. Subject to any applicable law, a waiver by us is not a change to, and does not reduce our rights under, these terms and conditions unless we give you written notice that it is a change to these terms and conditions.
- 28.8 Nothing in this agreement has the effect of excluding, restricting or modifying rights in the Australian Securities and Investments Commission Act or Competition and Consumer Act, which cannot be excluded, restricted or modified by agreement.
- 28.9 Part or all of any provision of these terms and conditions that is illegal or unenforceable will be severed from these terms and conditions, however
- the remaining provisions of these terms and conditions will continue in force.
- 28.10 We may assign or otherwise deal with our rights under these terms and conditions in any way we consider appropriate.
- You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under these terms and conditions.
- In relation to transactions to or from the account you authorise Bendigo Bank to disclose and collect information (including personal information) to and from other financial institutions to the extent Bendigo Bank considers this reasonably necessary. This may include the monitoring of payment descriptions and references.
- 28.11 You should inform us promptly if you are in financial difficulty.
- 28.12 To the extent that the National Credit Code applies to these terms and conditions and:
- that Code would otherwise make a provision of these terms and conditions illegal void or unenforceable; or
 - a provision of these terms and conditions would otherwise contravene a requirement of that Code or impose an obligation or liability which is prohibited by that Code, these terms and conditions are to be read as if that provision were varied to the extent necessary to comply with that Code or, if necessary, omitted.
- 28.13 We may only exercise our rights under a term in these terms and conditions to the extent (if any) reasonably necessary to protect our legitimate interests. This clause applies to a term in these terms and conditions, despite any other term, if it:
- is subject to unfair contract terms legislation; and
 - is to our advantage; and
 - causes a significant imbalance in the rights and obligations of you and us under these terms and conditions; and
 - would cause detriment to you if we applied the term or relied on the term.
- Words used in this clause have the meanings given to them in the unfair contract terms legislation.
- When your credit rating could be affected**
- 28.14 If your account(s):
- become overdrawn without arrangements; and
 - remain overdrawn for more than 60 days after the end of any period we allow for you to repay the amount overdrawn, then we may commence enforcement action and report your default to a credit reporting agency.

Section C: Cheque facility

This section has been removed. The following clauses no longer apply to this document.

- 29. Availability of the cheque facility**
- 30. Issuing and Writing Cheques**
- 31. What is the effect of crossing a cheque?**
- 32. What is the meaning of "Not Negotiable"?**
- 33. What is the meaning of "account payee only"?**
- 34. What is the significance of deleting "or bearer"?**
- 35. Stopping your Cheque**
- 36. Dishonouring Cheques**
- 37. Lost or Stolen Cheques and Cheque Books**
- 38. Liability**

Section D: Cards

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

This section and Section F apply if we issue a card that is linked to an account to which this document applies. However, it only applies to a Bendigo Credit Card to the extent that the card is used to access any of the accounts to which this document applies (it does not apply when you use these cards to access credit accounts).

39. Your Card

- 39.1 You must be 12-15 years of age to apply for a Youth Debit Mastercard, 16 years of age or more to apply for a Debit Mastercard or 18 years of age or more to apply for any other card. In addition, the cards are not available on all accounts. The Key Features Tables starting on page 97 indicate the accounts for which they are available.
- 39.2 The issue and use of a card is at all times at our discretion. The card will always remain our property and must be returned to us on demand.
- 39.3 We may issue replacement cards at any time. For example, we may issue a replacement card when the cardholder has changed his or her name, or when the card has been damaged. If we issue a replacement card to you or an additional cardholder, you or the additional cardholder must not use the card it replaces and you remain liable for any use of the replaced card.
- 39.4 Before the expiry date of your card, we will automatically issue you with a renewal card unless you request us in writing not to do so. At least two months prior to your card expiring, you must notify us of any changes to your address. This will ensure our records are up to date in the event that we mail your reissued card directly to you.
- 39.5 If your card includes a signature panel you must sign your card as soon as you receive it and ensure that any additional cardholder also immediately signs his or her card. A card may not be accepted unless it has been signed. Your card is only valid for the period shown on it.
- 39.6 We will give a card to you by either mailing it to you by post or handing it to you at one of our branches. You may be required to produce suitable identification when collecting the card. Once you have received the card, you are responsible for the security of the card. We recommend against sending cards by ordinary post.
- 39.7 You must choose a password for your card. We may ask you for this password at any time as further proof of your identity.
- 39.8 You may be required to produce suitable identification when using your card.

- 39.9 A feature of the Youth Debit Mastercard is that certain types of transactions are restricted, including those relating to alcohol, tobacco and gambling. This means that if the cardholder attempts to undertake a transaction that falls within a particular Merchant Category Code*, the transaction request may be declined. In other words, if the Youth Debit Mastercard is used to make what we consider to be an unsuitable purchase, we will (where possible) block the transaction.

*As at 31 July 2023, the relevant Merchant Category Codes (each an "MCC") are:

- (a) **MCC 7995 – Gambling Transactions:**
Any transaction, other than an ATM transaction, involving the placing of a wager, the purchase of a lottery ticket, spread betting, in-flight commerce gaming, or the purchase of chips or other value usable for gambling in conjunction with gambling activities provided by wagering or betting establishment such as casinos, race tracks, card parlors, airlines and the like.
- (b) **MCC 9754 – Gambling:**
Merchants conducting horse or dog racing gambling activities.
- (c) **MCC 5993 – Cigar Stores and Stands:**
Retailers that sell tobacco, cigarettes, cigar, pipes, smokers' supplies, or electronic nicotine delivery systems (such as electronic cigarettes [e-cigarettes]).
- (d) **MCC 5921 – Package Stores, Beer, Wine, Liquor:**
Merchants that sell packaged alcohol beverages such as ale, beer, wine, and liquor for consumption off the premises. Such merchants may or may not also sell a limited variety of snack items, newspapers, and magazines, or toiletries and over-the-counter medicines.
- (e) **MCC 5813 – Bars, Cocktail Lounges, Discotheques, Nightclubs, and Taverns – Drinking Places (Alcoholic Beverages):**
Merchants that sell alcoholic beverages such as wine, beer, ale, mixed drinks, and other liquors and beverages for consumption on the premises. Drinking places include bars, beer gardens, microbreweries, pubs, taprooms, cocktail lounges, discotheques, nightclubs, saloons, taverns, comedy clubs, and wine bars.
- (f) **MCC 7273 – Dating Services:**
Merchants that provide dating and escort services, including computer and video personal introduction and matchmaking services.
- (g) **MCC 5967 – Direct Marketing – Inbound Telemarketing Merchants:**
Merchants that provide one or more audiotext

or videotext services that can be accessed via phone or over an open network such as the Internet. The cardholder initiates contact with the merchant and all subsequent transactions. This MCC applies to information services offered over the telephone or the Internet, as well as to products that may be sold through such services.

Information services are provided for a fee and may include polls, sweepstakes, adult chat and entertainment, sports scores, stock market quotes, horoscope readings, or other audio text or videotext services that consumers listen to, view, or participate in.

- (h) **MCC 7297 – Massage Parlours:**
Retailers that specialise in providing massage services. Such merchants may provide other personal services and may rent saunas or hot tubs.
- (i) **MCC 5122 – Drugs, Drug Proprietors, and Druggists Sundries – Online only:**
Wholesale distributors of prescription and propriety drugs, vitamins, toiletries, antiseptics, bandages, pharmaceuticals, biological or related products, and other miscellaneous small articles typically for sale in drug stores.
- (j) **MCC 5912 – Drug Stores, Pharmacies – Online only:**
Merchants that sell prescription and proprietary drugs and non-prescription (over-the-counter) medicines. Drug stores may also sell related products and sundries such as cosmetics, toiletries, tobacco, heating pads, back supports, novelty merchandise, greeting cards, and a limited supply of food items.

40. Using your card

- 40.1 Your card must be linked to a primary demand deposit account which is eligible to have card access.
- 40.2 An account must not be linked to more than one card per cardholder.

Within Australia

- 40.3 You can use your card at our ATMs to:
 - (a) make deposits to your primary demand deposit account (although this can only be done at our ATMs that offer this function);
 - (b) make withdrawals from your primary demand deposit account;
 - (c) transfer money from your primary demand deposit account to another account linked to your card (if any); and
 - (d) obtain account balances for your primary demand deposit account.

- 40.4 You can use your card at an ATM operated by another financial institution to:
- (a) make withdrawals from your primary demand deposit account;
 - (b) obtain account balances for your primary demand deposit account; and
 - (c) you may also be able to transfer money from one account to another depending upon the particular financial institution which operates the ATM.

Other financial institutions can determine from time to time what transactions can be carried out at their ATMs.

- 40.5 You can use your card at a Bank@Post™ terminal (however the Post Office may have restrictions and Australia Post reserves the right not to process a transaction) to;
- (a) make withdrawals from your primary demand deposit account;
 - (b) make deposits to your primary demand deposit account;
 - (c) transfer money from your primary demand deposit account;
 - (d) obtain account balances for your primary demand deposit account.

Bank@Post™ transactions can only be conducted through Post Offices in Australia.

- 40.6 You can use your card at any EFTPOS terminal in Australia to purchase goods and services or withdraw cash from your primary demand deposit account, providing the merchant operating the EFTPOS terminal has a policy which allows for cash withdrawals.
- 40.7 You can use your card at a contactless terminal to perform a contactless transaction if your card is capable of performing such transaction. A cash withdrawal cannot be completed when performing a contactless transaction.

Outside Australia

- 40.8 You can use your Bendigo Easy Money card (existing account only) to withdraw from your primary demand deposit account at any ATM within Australia.
- 40.9 You can use your Youth Debit Mastercard or Debit Mastercard with a Mastercard symbol to withdraw from your primary demand deposit account at any ATM overseas bearing the Mastercard, CIRRUS or MAESTRO symbol that allows you to select this option.
- 40.10 You should contact us on 1300 236 344 or your local branch before travelling for information on use of your card overseas.

Within Australia and outside Australia

- 40.11 You can use your card to purchase goods or services via mail order, by telephone or by other means (such as the Internet) where the merchant accepts that form of payment.

Other

- 40.12 The fact that any promotional material is displayed at the premises does not mean that we guarantee that all goods and services available there may be obtained by using your card. We are not responsible if a merchant or financial institution refuses to accept your card, does not allow cash withdrawals or places other limitations on using your card.
- 40.13 We are not responsible for the following, unless the law says we are:
- (a) any goods or services which you have obtained from a merchant using your card;
 - (b) any refund by a merchant.
- If you have any complaints about goods or services, you must raise them directly with the merchant.
- 40.14 We do not warrant that ATMs will always have money available.

41. Card Transactions

- 41.1 All transactions need authorisation from us. We can refuse to authorise a proposed transaction if:
- (a) the transaction exceeds the cleared funds;
 - (b) your card has been reported lost or stolen;
 - (c) we have any other good reason to do so.
- 41.2 You authorise us to give information to other persons for the purpose of authorising transactions made using your card or any additional card.
- 41.3 You authorise us to debit your account with the amount of any purchases, withdrawals and any other transactions made using your card or any additional card.

42. Additional Cards

Please refer to clause 14 for information about requesting us to authorise a person as an additional cardholder to access and operate your account.

43. Foreign Currency Transactions

- 43.1 Transactions in foreign currency amounts conducted using your Youth Debit Mastercard, Debit Mastercard, Bendigo Credit Card incur a fee. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates. They are converted (depending on the foreign currency converted) into either:
- (a) Australian dollars at the appropriate Mastercard International exchange rate or Visa International exchange rate; or

- (b) United States dollars and then into Australian dollars at the appropriate Mastercard International exchange rate or Visa International exchange rate.

- 43.2 The Australian dollar amount is then debited to your primary demand deposit account.
- 43.3 When you use your card outside Australia you are bound by any exchange control requirements of the Reserve Bank of Australia.

Section E: Bendigo Phone Banking and Bendigo e-banking

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

This section and Section F apply if you register for access to Bendigo Phone Banking or Bendigo e-banking.

44. Applying for Bendigo Phone Banking or Bendigo e-banking

- 44.1 If you apply to open an account through the Bendigo Bank app, we will register you for access to Bendigo e-banking automatically if we approve your application and you don't already have Bendigo e-banking access. Otherwise, you can register for access to Bendigo Phone Banking or Bendigo e-banking at your nearest branch or by calling 1300 236 344.
- 44.2 Bendigo Phone Banking and Bendigo e-banking are not available for all accounts. The Key Features Tables starting on page 97 indicate the accounts for which they are available.
- 44.3 You must be at least 12 years of age to be eligible for Bendigo Phone Banking or Bendigo e-banking.

45. Access ID, Passwords and PINS

- 45.1 If we approve your application, we will provide you with an access ID and a temporary PIN or password. The temporary PIN or password is valid for five days from the date of issue. Before the end of that five day period you must use that access ID and temporary PIN or password to access Bendigo Phone Banking or Bendigo e-banking for the first time. You will then be asked to select and enter a PIN or password and to re-enter the same PIN or password to confirm.
- 45.2 You acknowledge and accept that:
 - (a) the access ID we issue you, together with your selected PIN or password, is the means by which you use Bendigo Phone Banking and Bendigo e-banking and we identify you;
 - (b) anyone using your access ID and PIN or password will be able to have access to and conduct transactions on a nominated account using Bendigo Phone Banking or Bendigo e-banking;
- 45.3 You authorise us to act upon all instructions given to us using your access ID and password or PIN and subject to any other provision of these terms and conditions, you are liable for any such instructions.
- 45.4 We may delay acting on an instruction.
- 45.5 You agree that you are bound by the Bendigo Bank Website Terms of Use when you use our website.

46. Services Available Using Bendigo Phone Banking and Bendigo e-banking

- 46.1 By using Bendigo Phone Banking and Bendigo e-banking you may be able to:
- (a) review the balance of a nominated account to determine the current or available balance;
 - (b) transfer funds between nominated accounts;
 - (c) arrange recurring or future specific date funds transfers (Bendigo e-banking only);
 - (d) review the transaction history of a nominated account;
 - (e) select a nominated account and hear or view transaction related details including the date of the transaction, the type of the transaction (such as a withdrawal, BPAY payment or cheque transaction) and the amount;
 - (f) perform selected transaction enquiries;
 - (g) select an individual or a range of transactions on a nominated account for closer examination;
 - (h) access messages within the support function of the menu 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.);
 - (i) 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);
 - (j) make BPAY payments;
 - (k) receive bills and statements electronically via BPAY View (Bendigo e-banking only);
 - (l) 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);
 - (m) transfer funds using the Pay Anyone Service to any account at any financial institution within Australia that is identified by a valid BSB number and account number (Bendigo e-banking only);
 - (n) opt for electronic and/or paper statements.
- 46.2 If we have issued a card in relation to your account, Bendigo e-banking also gives you the ability to manage certain card features including the ability for you to:
- If you are using a compatible Apple device and accessing Bendigo e-banking using the iOS Bendigo Bank app, or a compatible Google device and accessing Bendigo e-banking using the Android Bendigo Bank app, you can add your card to your Apple Wallet or Google Pay directly from within Bendigo e-banking, even before you have received your card;
 - Activate your card;

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

Blocking or restricting certain types of transaction may not be effective in some cases where the equipment used by the merchant is unable to connect and check the current status of your card. There are limitations to blocking or restricting certain types of transactions. You will remain liable for transactions which occur in such circumstances even though you have put the block or restriction in place.

For more information on how to manage your card see our website at www.bendigobank.com.au/mycard.

47. Equipment

It is your responsibility to obtain and maintain any electronic equipment which you may need to have to access Bendigo Phone Banking and Bendigo e-banking.

48. Authorised Users

Please refer to clause 14 for information about requesting us to authorise a person as an authorised user to use Bendigo Phone Banking or Bendigo e-banking.

49. Access

49A) 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.

49B) 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.

49.1 You will only have access to accounts where:

- (a) the accounts you seek to access, using Bendigo Phone Banking or Bendigo e-banking, are Bendigo Bank accounts;
- (b) 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;
- (c) 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;
- (d) 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.

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

49.3 We may block access to Bendigo Phone Banking or Bendigo e-banking at any time without notice if we believe either service is being misused by you or used without your authority.

49.4 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 internet enabled device before access will be re-instated.

49.5 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.

49.6 We can remove your electronic access without giving you notice where you have not accessed the e-banking system for at least six months or Phone Banking for at least twelve months.

49.7 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.

50. 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.

51. Confirmation of Transactions

51.1 We will provide you with a transaction receipt number every time you make a transaction on your account using Bendigo Phone Banking or 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.

51.2 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.

52. Our responsibility for Bendigo Phone Banking and Bendigo e-banking

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

53. Liability

53.1 You authorise us to debit all transactions that satisfy our authorisation and authentication requirements to your account.

53.2 To the full extent permitted by law we are not liable for any loss (including consequential loss) you suffer as a result of using Bendigo e-banking or Bendigo Phone Banking other than any loss or damage which is due to 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.

Section F: Use and security of your card, access ID, password and PIN

This section applies if you have a card, access number, password or PIN.

54. Protecting your card, access ID, password and PIN

- 54.1 The security of your card, access ID, password and PIN is very important. You may be liable for unauthorised transactions which you contribute to by not keeping your card, password and PIN secure. Your liability is governed by section G.
- 54.2 Customers will not breach clause 54.1 in situations where they disclose their access ID and password to Bendigo Bank or a Bendigo Bank approved service provider provided that the customer has been presented with and consented to the relevant disclosure statements related to such a request.
- 54.3 You must ensure that you:
- (a) keep your card access ID, password and PIN secure and protected;
 - (b) do not tell anyone your PIN or password;
 - (c) do not record your PIN or password anywhere, in electronic or written form, and, in particular, not on the "user guide" provided by us upon registration;
 - (d) do not select a PIN that is easily identified with you (e.g. your date of birth, your name or part of it or your phone number);
 - (e) do not select a PIN that is a common or easily guessed combination (e.g. repeated or consecutive numbers such as 5555 or 1234);
 - (f) do not provide your PIN, password or card to any person (including a family member or a friend);
 - (g) do not allow any unauthorised person to observe or hear your PIN or password.
- 54.4 You must also ensure that your additional cardholders do each of these things.
- 54.5 If you have a card you must also ensure that you:
- (a) sign your card as soon as you receive it;
 - (b) keep your card in a safe place;
 - (c) check regularly that you have your card in your possession;
 - (d) take steps to ensure that no one else has access to the PIN notification you receive through the mail. We recommend that you destroy the PIN notification once you have memorised it;
- (e) do not record your PIN on your card or carry any record of your PIN in an undisguised form with the card. (Merely placing a couple of digits at the beginning or end of your PIN disguising it as a telephone number or birth date is not sufficient);
 - (f) do not let anyone use your card. You may be legally liable if someone else uses your card and PIN, with or without your permission;
 - (g) destroy expired cards;
 - (h) collect your card from the ATM after completing a transaction.
- 54.6 You must also ensure that any additional cardholder does each of these things.
- 54.7 The following ways of recording a PIN are often deciphered by thieves and it is strongly recommended that these ways are not used for recording PIN's:
- (a) recording the PIN as a series of numbers with any of them marked, circled or highlighted to indicate the PIN;
 - (b) recording the PIN with surrounding information that makes it stand out from its context. For instance, a PIN recorded as a 4 or 6 digit telephone number where all other numbers are 8 digits;
 - (c) recording the PIN as a string of digits in isolation from other information; and
 - (d) recording the PIN as a birth date, postcode or telephone number without additional features of disguise.
- 54.8 A reasonable attempt must be made to protect the security of a PIN. Making any reasonable attempt to disguise the PIN within the record, or prevent unauthorised access to the PIN record, includes but is not limited to:
- (a) hiding or disguising the PIN record among other records,
 - (b) hiding or disguising the PIN in a place where a PIN would not be expected to be found,
 - (c) keeping a record of the PIN in a securely locked container, or
 - (d) preventing unauthorised access to an electronically stored record of the PIN.
- 54.9 You must not act with extreme carelessness in failing to protect the security of your PIN where extreme carelessness means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour. An example of extreme carelessness is storing your PIN in an unprotected computer or diary under the heading PIN.

55. Loss, theft and unauthorised use of your card, access ID, password or PIN

55.1 You must notify us immediately if:

- (a) any record you may have of your PIN or password, or any record your authorised user or additional cardholder may have of their PIN or password, is lost or stolen;
- (b) someone has stolen your card or your additional cardholder's card;
- (c) you have lost your card or your additional cardholder has lost their card;
- (d) you become aware or suspect another person knows your PIN or password or has used your PIN or password without your authority;
- (e) you or an additional cardholder become aware or suspect another person knows their PIN or password or has used their PIN or password without their or your authority.

In Australia contact Bendigo Bank on:

1300 236 344. For lost and stolen cards please call 1800 035 383.

Overseas

By telephone on +61 3 5485 7872.

If you have a Bendigo Visa credit card, phone + 1 303 967 1090 reverse charges (this service is available 24 hours a day, 7 days a week), or visit the Visa International website at www.visa.com to obtain a toll free number for the country you are travelling in.

If you have a Youth Debit Mastercard, Debit Mastercard or Bendigo Credit Card, phone +1 636 722 7111 reverse charges (this service is available 24 hours a day, seven days a week), or visit the Mastercard International website at www.mastercard.com to obtain a toll free number for the country you are travelling in.

- 55.2 Any unreasonable delay in notifying us may expose you to liability for losses incurred as a result of unauthorised access or transactions. Liability for unauthorised transactions is set out in section G.
- 55.3 If for any reason you cannot contact the hotline, then contact your local branch or phone +61 3 5485 7872 during normal business hours. You are not liable for any unauthorised transactions which could have been prevented during any period of unavailability of all these contact points as long as you notify us within a reasonable time of a contact point becoming available.
- 55.4 When you report the loss, theft or unauthorised use of your card, PIN or password, you will be given a notification number which you should retain as evidence of the date and time of your report.

55.5 You should confirm any verbal notification in writing or at one of our branches as soon as possible.

55.6 If you find your card after reporting it lost or stolen, do not attempt to use it. Cut it up and return it to us. We cancel all cards reported lost or stolen.

55.7 You can arrange for an emergency replacement card (except in the case of a Bendigo Easy Money card), if required, at the time of reporting your card lost or stolen.

56. Safeguarding payment instruments

You should safeguard payment instruments such as cards, cheques, bank cheques and passbooks. Subject to clauses 54 and 55 you will be liable for all transactions arising from the use of a payment instrument until you have advised us of its loss, theft or misuse. If any of the above payment instruments are lost, stolen or misused, you should contact us immediately.

57. Chargeback rights

- 57.1 Visa and Mastercard have a dispute resolution process that is contained in the operating rule of the card scheme. This process sets out the specific circumstances and timeframes in which a member of the scheme (e.g. a bank) can claim a refund in connection with a disputed transaction on a cardholder's behalf. This is referred to as a 'chargeback right'. We will claim a chargeback right where one exists and you have disputed the transaction within the required time frame. We will claim the chargeback for the most appropriate reason. Our ability to investigate any disputed transaction on your account and subsequently process a chargeback is restricted by the time limits imposed under the operating rules of the card scheme. The timeframes for us to process a chargeback (where a chargeback right exists) vary between 45 days and 120 days, depending on the type of transaction. We will not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with card scheme rules.
- 57.2 You may dispute a transaction as an unauthorised transaction even if a refund or chargeback right does not exist.
- 57.3 Our ability to dispute a transaction on your behalf (where a chargeback right exists) may be lost if you do not notify us within the required timeframes. For this reason, it is in your interest to report any disputed transaction to us immediately and certainly no later than the due date shown on the statement of account.
- 57.4 If a dispute is withdrawn or resolved in favour of the merchant, a voucher retrieval fee may apply.

- 57.5 Where a dispute is resolved in your favour, we will make the necessary adjustments to any interest and fees charged as a result of your dispute.
- 57.6 To report an unauthorised transaction, please contact the Bendigo Bank by:
- Secure email
 - Downloading a form from our website at www.bendigobank.com.au
 - Telephone 1300 236 344; or
 - In person at your local branch.

Section G: Liability for transactions

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

58. Authorised Transactions

You are responsible and liable for all authorised transactions.

59. 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 <u>not</u> refund an unauthorised transaction where:
• you and the other persons 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 the other persons 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.
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In any case not covered by the circumstances set out above, your liability for an unauthorised transaction will be capped at \$150.00.

59A. 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.

Section H: BPAY

60. About the BPAY scheme

- 60.1 This section applies if you ask us to make a BPAY payment on your behalf.
- 60.2 The BPAY scheme is an electronic payments scheme through which you can ask us to make payments to billers who inform you that you can make BPAY payments to them through the BPAY scheme.
- 60.3 We are a member of the BPAY scheme and we will inform you if we are no longer a member.
- 60.4 You can make BPAY payments through the BPAY scheme from a nominated account only if you have access to Bendigo e-banking or Bendigo Phone Banking.
- 60.5 We are not acting as your agent or the agent of the biller when we make a BPAY payment on your behalf.

61. Using the BPAY scheme

- 61.1 When you tell us to make a BPAY payment, you must provide us with the following information:
 - (a) the account from which the BPAY payment is to be debited;
 - (b) the BPAY biller code of the biller to be paid;
 - (c) the amount of the BPAY payment; and
 - (d) the biller customer reference number.
- 61.2 You acknowledge and accept that we are not obliged to effect a BPAY payment if you do not give to us all of the above information or give us inaccurate information.
- 61.3 We will then debit the account you specify with the amount of that BPAY payment.
- 61.4 We may decide not to make the BPAY payment if there are insufficient cleared funds in the specified account at the time you have told us to make that payment.

62. Payments

- 62.1 We may impose restrictions on the accounts from which a BPAY payment may be made or impose limits on the amount of BPAY payments.
- 62.2 We will not accept an instruction to stop a BPAY payment once you have instructed us to make that BPAY payment except for future dated payments which can be cancelled before the due payment date.
- 62.3 Billers who participate in the BPAY scheme have agreed that a BPAY payment you make will be treated as received by the biller to whom it is directed:

- (a) on the date that you make that BPAY payment, if you tell us to make the BPAY payment before our payment cut-off time on a business day (for payment cut-off times see clause 66);
- (b) on the next business day, if you tell us to make a BPAY payment after our payment cut-off time on a business day or on a non-business day; or
- (c) on the day or next business day, you have nominated for a scheduled payment to take place.

- 62.4 A delay may occur in the processing of a BPAY payment where:
- (a) there is a public or bank holiday on the day you tell us to make a BPAY payment;
 - (b) you tell us to make a BPAY payment either on a day which is not a business day or after our payment cut-off time on a business day;
 - (c) another financial institution participating in the BPAY scheme does not comply with its obligations under the BPAY scheme;
 - (d) a biller fails to comply with its obligations under the BPAY scheme.
- 62.5 Although a delay in processing a BPAY payment is not expected to continue for more than one business day, you acknowledge and accept that a delay may continue for a longer period.
- 62.6 Regardless of when an immediate BPAY payment is made, the account from which you want us to debit the BPAY payment will be debited immediately.
- 62.7 If your BPAY payment has been made using a credit card, there are no chargeback rights available under the card. You must contact the Biller about any goods or services you may have agreed to acquire from the Biller and resolve the dispute directly with the Biller. Even if you have used a credit card to make a payment, you may still have rights under clause 63 or clause 67.

63. If the amount of a payment to a biller is incorrect

- 63.1 You must ensure that the information in relation to each BPAY payment is correct. If you discover that you have instructed us to make a payment to a biller for an incorrect amount:
- (a) if the amount you instructed us to pay is greater than the required amount, contact the biller for a refund;
 - (b) if the amount is less than the required amount, you should make a further BPAY payment for the difference.

64. When a Biller cannot process a payment

- 64.1 If we are notified that your BPAY payment cannot be processed by a biller, we will:
- (a) notify you;
 - (b) credit your account for the amount of the BPAY payment;

- (c) if you request, take all reasonable steps to assist you in making the BPAY payment as quickly as possible.

65. Suspension of BPAY

We may suspend your right to participate in the BPAY service at any time if you are suspected of acting in a fraudulent manner.

66. Cut-off times

- 66.1 If you instruct us to make a BPAY payment before the time specified below, it will in most cases be treated as having been made on the same day.

Cut-off times:

Monday – Friday 6.30pm (AEST / AEDT)

Saturday, Sunday and Public Holidays: processed next business day.

- 66.2 BPAY payments may take longer to be credited to a biller if you tell us to make a BPAY payment on a Saturday, Sunday or public holiday or if the biller does not process a payment as soon as they receive its details.

67. Liability for mistaken payments, unauthorised transactions and fraud

- 67.1 You must notify us immediately if:
- (a) you become aware that you may have made a mistake (except in relation to the BPAY payment amount – see clause 63.1) when instructing us to make a BPAY payment;
 - (b) you did not authorise the BPAY payment from your account;
 - (c) you believe the BPAY payment was not processed in accordance with your instructions (including delays);
 - (d) you think you have been fraudulently induced to make a BPAY payment.
- 67.2 We will attempt to rectify any such matters in relation to your BPAY payment in the way described in this clause. If a BPAY payment is made on your account without your knowledge or consent, liability for that unauthorised BPAY payment will be determined in accordance with section G. Otherwise, except as set out in this clause, we will not be liable for any loss or damage you suffer as a result of using the BPAY scheme.
- 67.3 If a BPAY payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your account has been debited with the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount within 20 business days of us attempting to do so from the person who received the amount of that payment, you must pay us that amount and you authorise us to debit that amount from your account.

- 67.4 If a BPAY payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment, and you authorise us to debit that amount to your account, if:
- (a) we cannot recover that amount within 20 business days of us attempting to do so from the person who receives it; and
 - (b) the payment was made as a result of a payment direction which didn't comply with any requirements we may have for such payments directions.
- 67.5 If a BPAY payment is induced by the fraud of a person involved in the BPAY scheme, then that person should refund you the amount of the fraud induced payment. However, if that person does not refund the amount of the fraud induced payment, you must bear that loss (and you authorised us to debit that amount of the fraud induced payment to your account) unless some other person involved in the BPAY scheme knew of the fraud or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for you of the fraud induced payment.
- 67.6 If a BPAY payment you have made falls within the type described in clause 67.3 and also clause 67.4 or 67.5, then we will apply the principles set out in clause 67.4. If a BPAY payment you have made falls within both the types described in clauses 67.3 and 67.5, then we will apply the principles set out in clause 67.5.
- 67.7 If you tell us that a BPAY payment made from your account is unauthorised, you must first give us your written consent addressed to the biller who received that BPAY payment, consenting to us obtaining from the biller information about your account with that biller or the BPAY payment, including your customer reference number and such information as we reasonably require to investigate the BPAY payment. We are not obligated to investigate or rectify any BPAY payment if you do not give us this consent. If you do not give us that consent, the biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY payment.
- 67.8 We are not liable for any consequential loss or damage you suffer as a result of using the BPAY scheme, other than loss or damage which is due to our negligence or a breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.

Section I: BPAY View

This section applies if you use the BPAY View service.

68. About the BPAY View service

- 68.1 The BPAY View service is a feature of the BPAY system that allows you to receive bills and statements online. Bills and statements are delivered via email and you will receive a message when you log on to Bendigo e-banking. BPAY View is only available if you have access to Bendigo e-banking.

69. Registering/Deregistering for the BPAY View service

- 69.1 You need to register in order to use BPAY View. You register by logging on to Bendigo e-banking at www.bendigobank.com.au and follow the prompts. BPAY View is only available from the time we notify you of its availability. You must have a current valid email address to register for this service.

70. Protecting your PIN

- 70.1 The security of your PIN is very important. You must ensure that you:
- (a) keep your PIN secure and protected;
 - (b) do not tell anyone your PIN;
 - (c) do not record your PIN anywhere, in electronic or written form;
 - (d) do not select a PIN that is easily identified with you (e.g. your date of birth, your name or part of it or your phone number);
 - (e) do not select a PIN that is a common or easily guessed combination (e.g. repeated or consecutive numbers such as 5555 or 1234);
 - (f) do not provide your PIN to any person (including a family member or a friend);
 - (g) only install the Bendigo Bank app on a device which is and remains in your possession and secured by an access security feature which is only known by or unique to you such as a personal identification number, passcode, password or biometric login; and
 - (h) do not allow any unauthorised person to observe or hear your PIN.

71. Cancellation of BPAY View

- 71.1 Acting reasonably, we may cancel your access to BPAY View at any time without notice to you. Without limiting the circumstances in which we may cancel access, we may cancel access if:
- (a) we believe either your PIN is being used, or will be used, in a way that will cause loss to you or us;
 - (b) you breach any of these terms and conditions;
 - (c) you do not use Bendigo e-banking for six months; or

- (d) the security or quality of the service is threatened.

71.2 If we cancel your access to BPAY View we will notify you as soon as possible.

72. Nominating BPAY View Billers

72.1 You must nominate the BPAY View Billers you wish to receive bills and statements from and that you are entitled to receive that bill or statement. You can delete a BPAY View Biller from your list of nominated BPAY View Billers at any time. Deletion is effective immediately and the BPAY View Biller will be notified.

73. Collection and disclosure of personal information

73.1 You authorise us to disclose to the BPAY View Billers nominated by you:

- (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable BPAY View Billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
- (b) that an event referred to in clauses 76(b), 76(c), 76(d), 76(e), 76(f) or 76(g) has occurred.

73.2 You authorise us or a nominated BPAY View Biller (as appropriate) to collect data about whether you access your emails, Bendigo e-banking and any link to a bill or statement.

74. Notice of bills or statements

74.1 If you register for access to BPAY View, you will receive bills and statements electronically and you agree that this satisfies the legal obligations (if any) of a BPAY View Biller to give you bills and statements. For the purpose of this clause we act as the agent for each BPAY View Biller nominated by you in providing the message or e-mail containing or linking to the bill or statement.

74.2 If you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:

- (a) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
- (b) at the email address nominated by you.

74.3 If you receive notification of a bill or a statement via a message when you log on to Bendigo e-banking (i.e. without an email) then that bill or statement is received by you:

- (a) when the notification is available through Bendigo e-banking, whether or not you choose to access Bendigo e-banking; and
- (b) at Bendigo e-banking.

74.4 Bills and statements delivered to you will remain accessible through Bendigo e-banking for the period determined by the BPAY View Biller, up to a maximum of 18 months. If you do not use Bendigo e-banking for six months we may determine that you are not actively using BPAY View and may delete all bills and statements at any time after making that determination.

75. Your obligations

You must:

- (a) contact the BPAY View Biller direct if you have any queries in relation to bills or statements;
- (b) check your emails or log on to Bendigo e-banking at least once a week;
- (c) tell us if you are unable to gain access to your email or Bendigo e-banking or a link to a bill or statement for any reason;
- (d) ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available); and
- (e) tell us if your contact details (including email address) change.

76. Paper bills and statements

76.1 You may receive paper bills and statements from a BPAY View Biller instead of electronic bills and statements:

- (a) if you request a BPAY View Biller to provide paper bills and statements (a fee may be charged by the applicable BPAY View Biller for supplying the paper bill or statement to you if you ask for this in addition to the electronic form);
- (b) if you de-register from BPAY View;
- (c) if the BPAY View Biller ceases to participate in the BPAY scheme;
- (d) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
- (e) if your email address is incorrect or cannot be found and/or your email is returned to us undelivered;
- (f) if we are aware that you are unable to gain access to your email or Bendigo e-banking or a link to a bill or statement for any reason; or
- (g) if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for an extended period.

77. BPAY View billing errors

- 77.1 You agree that if a BPAY View billing error occurs:
- (a) you must immediately upon becoming aware of the BPAY View billing error take all reasonable steps to minimise any loss or damage caused by the BPAY View billing error, including contacting the applicable BPAY View Biller and obtaining a correct copy of the bill; and
 - (b) the party who caused the BPAY View billing error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable BPAY View Biller due to any consequential late payment and as a result of the billing error.
- 77.2 You agree that for the purpose of this clause you are responsible for a BPAY View billing error if the BPAY View billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of any electronic equipment you are using at any time to participate in BPAY View.

Section J: Automatic payments

This section applies if you arrange for automatic payments to be made out of your account. Automatic payments are not available on all accounts. The Key Features Tables starting on page 97 indicate the accounts for which they are available.

78. Types of automatic payments

- 78.1 If you give us authority, we can have regular payments made automatically out of your account on pre-set dates, advised by you. This type of payment is called a "periodical payment", "direct debit" or "sweep facility".

The difference between these payment methods is:

- (a) we make periodical payments from your account to another account with us or with another financial institution or to a third party. To do this we need you to call into one of our branches to give us your instructions;
- (b) a company, organisation or fund, sends direct debits to your account according to an authority which you need to set up through the company, organisation or fund receiving the money, allowing us to make these payments;
- (c) a sweep facility allows us to transfer payment from your nominated account with us to a Bendigo Credit Card. To do this, we need you to call into one of our branches to give us your instructions;
- (d) we make a sweep payment from your account to another account with us. To do this, we need you to call into one of our branches to give us your instructions.

79. Arranging an automatic payment

- 79.1 If the automatic payment is a direct debit, the biller will supply you with a Direct Debit Request Service Agreement for you to complete and sign to provide them with this authority.
- 79.2 You can arrange a periodical payment or sweep facility at any time by coming into one of our branches. You are only required to visit a branch the first time you set up the facility.
- 79.3 You must give us the information we require to enable us to make an automatic payment. This information may include the BSB and account numbers, and account name of the accounts from and to which payments are to be made. You must check that all information you give to us is correct (including, but not limited to, the BSB and the account number). We do not check, and are not responsible for checking, that any information you give to us is correct, including whether the BSB and account numbers correspond to the account name which you advise us. You are liable for any payment we carry out in accordance with your instructions.

80. Timing of the automatic payment

- 80.1 If the automatic payment is a direct debit, the details regarding timing of the payment will be outlined in the Direct Debit Request Service Agreement your biller has supplied to you.
- 80.2 If the automatic payment is a periodical payment or sweep facility we will process the payment in accordance with our agreement with you at the time the periodical payment or sweep facility is established.
- 80.3 You must ensure that you have sufficient cleared funds available in your account from which a payment will be made, to enable that payment to be made. If the payment date falls on a day other than a business day, those funds must be available by 10.00am (AEST /AEDT) on the previous day.
- 80.4 If you have insufficient funds in your account, any direct debits may be returned unpaid (dishonoured) to the originating third party.
- 80.5 However we will attempt to make periodical payments from your account before 8.00am for three consecutive days. Another attempt will be made on the fourth day and if still unsuccessful, you will be notified in writing that no more attempts will be made and you should call into one of our branches to arrange payment.
- 80.6 To transfer payment via a sweep facility on the payment due date, only one attempt will be made and if unsuccessful you will be notified in writing that no more attempts will be made and you should call into one of our branches to arrange payment.
- 80.7 A fee will be debited to your account in these circumstances. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates.
- If you have insufficient funds in your account on three consecutive payment due dates, the authority will be cancelled and you will be notified in writing.
- 80.8 Subject to these conditions, when you instruct us to make a payment to an account held with another financial institution, we will endeavour to make that payment to the BSB number and account number you advise us. If you give us instructions to make a payment on a business day after 10.00am (AEST / AEDT) on that business day, we may process that payment the following business day.

81. Liability

- 81.1 To the extent permitted by law and subject to any other provisions of these terms and conditions, we are not liable for any loss or damage you suffer as a result of using the automatic payment facility or any delay, omission or failure in respect of any payment. Without limitation, this includes, if you request us to make a payment to an account held with another financial institution:
- (a) any delay or failure to make a payment which results in a technical failure in the system we use to make a payment from your account with us to another financial institution; and
 - (b) any omission, delay or failure on the part of the other financial institution in processing that payment.

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

- 81.2 If we debit or credit your account under an automatic payment arrangement we are not acting as your agent or the agent of another person. We are not liable for any loss or damage to you from us not acting as you require.

82. Migrating a direct debit arrangement to PayTo

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

Section K: Pay Anyone Service

This section applies if you use the Pay Anyone Service.

83. About the Pay Anyone Service

- 83.1 The Pay Anyone Service is an online service that allows you to transfer funds directly to accounts at financial institutions within Australia. You can only transfer funds using the Pay Anyone Service if you have access to Bendigo e-banking.
- 83.2 Once activated, you can use the Pay Anyone Service to arrange an immediate or future dated one-off transfer or to set up regular future dated transfers to accounts at financial institutions within Australia, but only where you have a valid BSB number and account number for the account you want to transfer to or a PayID which has been created and linked to the account.
- 83.3 We may decide not to process a Pay Anyone transfer, including future dated transfers, if there are insufficient funds available for withdrawal in the account to be debited on the relevant transfer date. We will notify you in Bendigo e-banking if this occurs.
- 83.4 We may also decide not to process a future-dated Pay Anyone transfer if you have instructed us to make the transfer using a PayID and, at the relevant transfer time, we become aware that the details registered for that PayID in the NPP Addressing Service have substantially changed since you instructed us or, in the case of recurring payments, since the previous transfer. We will notify you in Bendigo e-banking if this occurs.

84. Registering/Deregistering for the Pay Anyone Service

- 84.1 Contact 1300 236 344 to register for the Pay Anyone Service. On registration, you will be required to set a daily Pay Anyone limit. You can only register on the phone for a daily Pay Anyone limit up to \$50,000. For limits greater than \$50,000, you will be required to complete an application form available at your nearest branch.
- 84.2 You may deregister your access, or the access of an authorised user, to the Pay Anyone Service by contacting 1300 236 344. Your authorised user may deregister their access at any time without your consent.

85. Using the Pay Anyone Service

- 85.1 When you tell us to make a Pay Anyone transfer, you must provide us with the following information:
- (a) the account from which you want us to debit the Pay Anyone transfer;
 - (b) the correct account number of the person or business to whom you wish to transfer funds;
 - (c) the correct BSB number of the financial institution at which the account to whom you wish to transfer funds is held a PayID created

and linked to the account;

- (d) a payment reference (where applicable);
- (e) a payment description;
- (f) the amount of the Pay Anyone transfer.

- 85.2 You acknowledge and accept that we are not obliged to effect a Pay Anyone transfer if you do not give us all of the above information or give us inaccurate information.
- 85.3 You authorise us to debit the nominated account you specify with the amount of that Pay Anyone transfer.
- 85.4 Warning: Some banks do not cross check the account number with the account name, which may lead to your payment being placed into the wrong account, if you enter an incorrect account number. You must ensure that the account number is correct. We will not be liable for any loss as a result of you entering the wrong account number.
- 85.5 Pay Anyone transfers may be processed as a Direct Entry Payment or as an Osko Payment.
- 85.6 We may decide whether to process Pay Anyone transfers you request from your accounts as Direct Entry Payments or Osko Payments in our absolute discretion and you must not assume that Osko Payments will always be available or offered to you.

86. Payments

- 86.1 Acting reasonably, we may impose restrictions on the accounts from which a Pay Anyone transfer may be made or impose limits on the amount of Pay Anyone transfers.
- 86.2 We may decide not to make any payment if there is insufficient funds available for withdrawal in the specified nominated account to be debited on the due payment date.
- 86.3 A delay may occur in the processing of a Pay Anyone transfer where:
- (a) there is a public or bank holiday on the day you instruct us to make a Pay Anyone transfer;
 - (b) you instruct us to make a Pay Anyone transfer on a day which is not a business day or after our payment cut-off time on a business day (for payment cut-off times see clause 92).
- 86.4 Regardless of when an immediate Pay Anyone transfer is made, the account from which you want us to debit the Pay Anyone transfer will be debited immediately.
- 86.5 Pay Anyone transfers are irrevocable and once you have told us to make a Pay Anyone transfer it cannot be stopped or cancelled. You must therefore take care to ensure all information you give us in relation to a Pay Anyone transfer request is correct and complete.

86.6 Where we process a Pay Anyone transfer as an Osko Payment, the transfer will be processed, cleared and settled on a 24/7 near real-time basis.

86.7 Delays may occur in processing Osko Payments.

87. If a transfer amount is incorrect

87.1 You must ensure that the information you give us in relation to each Pay Anyone transfer is correct. If you discover that we have been instructed to make a transfer for an incorrect amount:

- (a) if the amount transferred is greater than the required amount, contact the person or business to whom the funds were transferred to obtain a refund for the excess;
- (b) if the amount transferred is less than the required amount, you can simply make a further Pay Anyone transfer for the difference.

88. Suspension of the Pay Anyone Service

88.1 We may suspend your right to use the Pay Anyone service at any time if you are suspected of acting in a fraudulent manner.

89. Limit reductions

89.1 We may reduce your Pay Anyone daily limit if you do not use any or part of your limit over a period of time. We will notify you in writing at least 30 days before taking such action.

90. Cut-off times

90.1 If you instruct us to transfer funds before the time specified below, the transfer will be processed overnight on that business day. Subject to the financial institution to whom the funds are being transferred, the payment will in most cases settle on the next business day.

Cut-off times:

Monday – Friday: 7.00pm (AEST / AEDT)

Saturday, Sunday and Public Holidays: processed next business day.

90.2 Pay Anyone transfers may take longer to be credited if you tell us to make a Pay Anyone transfer on a Saturday, Sunday or public holiday or if the financial institution does not process a payment as soon as they receive its details.

91. Liability for mistaken payments, unauthorised transactions and fraud

91.1 You must notify us immediately:

- (a) if you become aware that you may have made a mistake (except in relation to the Pay Anyone transfer amount - see clause 87 or paying funds to an Unintended Recipient – see clause 92), when instructing us to make a Pay Anyone transfer;
- (b) if you did not authorise the Pay Anyone transfer from your account;

(c) if you believe a Pay Anyone transfer was not processed in accordance with your instructions (including delays);

(d) if you think you have been fraudulently induced to make a Pay Anyone transfer.

91.2 We will attempt to rectify any such matters in relation to your Pay Anyone transfer in the way described in this clause. If a Pay Anyone transfer is made on your account without your knowledge or consent, liability for that unauthorised Pay Anyone transfer will be determined in accordance with section G. Otherwise, except as set out in this clause 91, we will not be liable for any loss or damage you suffer as a result of using the Pay Anyone Service.

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

92. Mistaken Internet Payments

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

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

Note: This relates to payments you make to an Unintended Recipient using 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.

Other ADI means the authorised deposit-taking institution (as defined in the Banking Act 1959 Cth) of the Unintended Recipient.

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

92.2 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 NPP.

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

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

- (a) you reported the Mistaken Internet Payment to us within seven months;
- (b) we decide that a Mistaken Internet Payment has occurred;

- (c) the Other ADI decides that a Mistaken Internet Payment has occurred; and
- (d) the Unintended Recipient has sufficient credit available in their account to retrieve the funds.

Note: If you report the Mistaken Internet Payment after 10 days but before seven months, the Unintended Recipient will be given an opportunity to establish that they are entitled to the funds.

- 92.5 With the consent of the Unintended Recipient, it may be possible to retrieve the funds from your Mistaken Internet Payment if:
- (a) both we and the Other ADI decide that a Mistaken Internet Payment has occurred but the Unintended Recipient does not have sufficient credit in their account;
 - (b) both we and the Other ADI decide that a Mistaken Internet Payment has occurred, but you reported the Mistaken Internet Payment after seven months; or
 - (c) the Other ADI decides (in their discretion) to seek the Unintended Recipient's consent to return the funds even if the Other ADI is not satisfied that a Mistaken Internet Payment has occurred.
- 92.6 If the Other ADI withdraws funds from the Unintended Recipient's account, they will return it to us. We will then return it to you as soon as possible.
- 92.7 You will be responsible for any of your losses following a Mistaken Internet Payment if:
- (a) both we and the Other ADI decide that no Mistaken Internet Payment has occurred; or
 - (b) in certain circumstances, the Unintended Recipient is able to establish that they are entitled to the funds; or
 - (c) the consent as described in clause 92.5 is not obtained from the Unintended Recipient.
- 92.8 You can complain to us about the way your report of a Mistaken Internet Payment is dealt with by contacting us on telephone 1300 236 344.
- 92.9 Alternatively you may contact our external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Our external dispute resolution provider is the Australian Financial Complaints Authority and can be contacted at:
- GPO Box 3
Melbourne VIC 3001
Phone: 1800 931 678
Website: www.afca.org.au
Email: info@afca.org.au
- 92.10 We are not liable for any consequential loss or damage you suffer as a result of using the Pay Anyone internet banking facility other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which

cannot be excluded, restricted or modified at all or only to a limited extent.

- 92.11 Where you are the recipient of a Mistaken Internet Payment, you authorise us to withdraw the funds relating to that Mistaken Internet Payment from your account if we are required under the ePayments Code to recover those funds from you and return them to the payers authorised deposit taking institution.

93. Incorrect Account Number

- 93.1 When we process your Pay Anyone transfer, we process the Pay Anyone transfer based on the BSB and account number you provide. **WARNING: We do not cross check the account number with the account name or reference you provide us.**

- 93.2 If your Pay Anyone transfer is to another financial institution, your Pay Anyone transfer may also be processed on the BSB and account number provided as not all financial institutions cross check account numbers and names.

Example 1: You want to send a Pay Anyone transfer to Mr Citizen's account, being BSB 001 012 Account Number 123456 however you type in BSB 001 012 Account Number 123465, the payment will be made into account number 123465 instead of Mr Citizen's account.

Example 2: You want to send a Pay Anyone transfer to Mr Citizen's account, being BSB 001 012 Account Number 123456 however you type in BSB 001 021 Account Number 123456, the payment will be made into account number 123456 at BSB 001 021 instead of BSB 001 012.

- 93.3 It is vital that you include the correct account number and BSB.

94. Pay ID

- 94.1 In our discretion, we may allow you to create a PayID for your account so that NPP Payments can be made to your account using the PayID instead of the BSB and account number.
- 94.2 Creating a PayID is optional. We will not create a PayID for your account without your consent.

Creating a PayID

- 94.3 You may create a PayID for your account by contacting us. Depending on your circumstances, we may also allow you to create a PayID in e-banking.
- 94.4 You may only create a PayID for your account if:
- (a) we are able to verify your identity in a manner that is satisfactory to us;
 - (b) you own or are authorised to use the PayID;
 - (c) the PayID is not likely to be misleading as to who the account holder for the account is; and
 - (d) creating the PayID will not infringe on the intellectual property rights of any person.

- 94.5 We may refuse to allow you to create a PayID for any reason, including where we have not been able to satisfactorily verify your identity or we are not satisfied that you own or are authorised to use the PayID you are trying to create or we are not satisfied that creating the PayID will not infringe the intellectual property rights of any person.
- 94.6 By creating a PayID for your account:
- (a) you assure us that you own or are authorised to use the PayID;
 - (b) you agree to immediately notify us if any of the information you provide to us when creating the PayID changes or becomes incorrect or misleading;
 - (c) you acknowledge that the PayID and information relating to you and the account the PayID is linked to (including the account name, BSB and account number) will be registered in the NPP Addressing Service operated by NPP Australia Limited; and
 - (d) you consent to:
 - i. us disclosing your personal information and the other information you provide to us to NPP Australia Limited as necessary to create the PayID in the NPP Addressing Service;
 - ii. third parties, such as NPP Australia Limited and other financial institutions that connect to or use the NPP, collecting, storing, using and disclosing that information (including your name and account details) in accordance with the NPP Regulations and NPP Procedures and as necessary for purposes related to NPP Payments to you or your account. Without limiting the last sentence, you acknowledge that the account name associated with your account, or a summary of it, may be disclosed to any person that initiates a NPP Payment using the PayID and
 - iii. third parties such as NPP Australia Limited and other financial institutions that connect to or use the NPP, accessing your PayID information for the purposes of creating and sending PayTo Payment Agreement creation requests to us to seek your authorisation and for the purposes of sending PayTo Payment requests, in connection with an authorised Payment Agreement, to us for processing from your Account.

- 94.7 The types of PayIDs we allow you to create and link to your account may differ depending on your circumstances and the type of account you have.
- 94.8 More than one PayID can be created and linked to an account provided that each PayID is unique.
- 94.9 When creating a PayID we will automatically provision a PayID name that is substantially representative of the account.

Transferring a PayID from or to another account

- 94.10 You can transfer a PayID created and linked to one account with us or another financial institution to another account with us or another financial institution. However, you cannot transfer a PayID while it is locked (see 94.16).
- 94.11 If you want to transfer a PayID you have created for one account with us to another account with us or another financial institution, you can do so by contacting us and requesting that we transfer the PayID. We will action your request within one business day unless we agree another time period with you. A transfer of your PayID to another institution is completed by that institution.
- 94.12 If you want to transfer a PayID that has been created and linked to an account at another institution to an account with us, you must first contact the other financial institution to tell them you want to transfer the PayID and then create the PayID with us.

Updating, locking and closing a PayID

- 94.13 You can request that we update or close a PayID that has been created and linked to your account at any time by contacting us.
- 94.14 You must promptly notify us if, at any time, you cease to own or be authorised to use a PayID created and linked to your account or if any of the information you give us when the PayID is created changes, and request that we update or close the PayID.
- 94.15 We will action a request from you to update or close a PayID within one business day unless we agree another time period with you.
- 94.16 We may, if we have reasonable grounds for doing so, lock or close a PayID created and linked to your account at any time without prior notice to you. Without limitation, this includes where we suspect you created the PayID or are using the PayID in connection with fraudulent or illegal activity.
- 94.17 If your PayID is locked, you can request that it be unlocked by contacting us. If a PayID is closed it must be re-created before it can be used again.

PayID disputes

- 94.18 If a PayID cannot be created for your account because it has already been created and linked to another account by someone else we can lodge a dispute. However, there is no guarantee that the dispute will be resolved in your favour or result in you being able to create the PayID for your account. We will promptly notify you of the outcome of the dispute.

Liability for PayID

- 94.19 To the maximum extent permitted by law, we are not liable to you for any loss or damage you suffer as a result of:
- (a) PayID being created and linked to your account or you using or attempting to use a PayID that has been created and linked to your account;
 - (b) us refusing to create a PayID or any delay in a PayID being created and linked to your account;
 - (c) us locking or closing a PayID that has been created and linked to your account; or
 - (d) any failure or malfunction of the NPP (including the NPP Addressing Service) or any of our systems or procedures that use or connect with the NPP.

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

Section L: PayTo

This 'PayTo' section applies in relation to your use or attempted use of PayTo and any Payment Agreement that is created for an account, and related PayTo Payments, when we begin to offer PayTo, if PayTo is available for your account. The Key Features Tables starting on page 97 indicate the accounts for which PayTo is available.

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

95. Pay To Definitions

In this section and clause 94 (PAYID), the following definitions apply:

"Migrated DDR" means A Payment Agreement created by a Merchant or Payment Initiator to process payments under an existing direct debit arrangement as PayTo Payments instead of through the direct debit system – see the 'Migration of Direct Debit arrangements' clause below.

"Mandate Management Service (MMS)" means The Mandate Management Service being a central, secure database of Payment Agreements operated by NPP Australia Limited.

"Merchant" means a merchant with which you have, or would like to have a Payment Agreement

"NPP" means the New Payments Platform operated by or on behalf of NPP Australia Limited

"NPP Payment" means a payment cleared and settled via the NPP.

"PayTo Agreement or Payment Agreement" means an agreement created by an approved Merchant or Payment Initiator in the Mandate Management Service by which you authorise us to make payments from your account or a Migrated DDR

"Payment Initiator" means an approved payment service provider who, whether acting on behalf of you or a Merchant, is authorised by you to initiate payments from your account.

"PayTo" means the NPP functionality which enables us to process NPP Payments from your account in accordance with and on the terms set out in a Payment Agreement.

"PayTo Payment" means an NPP Payment we make pursuant to a Payment Agreement.

96. Creating a Payment Agreement

- 96.1 You can set up a Payment Agreement with a Merchant or Payment Initiator that offers PayTo as a payment option by providing the Merchant or Payment Initiator with a PayID you have created for your account (see clause 94 'PayID' above) or the BSB and account number for your account. You are responsible for ensuring that the PayID or BSB and account number you provide for the purpose of establishing a Payment Agreement are correct. Any personal information or data you provide to the Merchant or Payment Initiator will be subject to

the privacy policy and terms and conditions of the relevant Merchant or Payment Initiator.

- 96.2 If you agree to setup a Payment Agreement with a Merchant or Payment Initiator, they will create the Payment Agreement in the Mandate Management Service through their financial institution or payments processor and we will be notified.
- 96.3 After we receive notification that a Payment Agreement has been created for your account, we will notify you with the details of the Payment Agreement and ask you to confirm your approval of the Payment Agreement. You may approve or decline any Payment Agreement in your discretion and we will record whether you approved or declined the Payment Agreement in the Mandate Management Service.
- 96.4 If a Payment Agreement required your confirmation within a timeframe stipulated by the Merchant or Payment Initiator, and you do not provide confirmation within that timeframe, the Payment Agreement may be withdrawn by the Merchant or Payment Initiator.
- 96.5 If you think the payment amount, frequency or any other detail presented in a Payment Agreement is incorrect, you should decline the Payment Agreement and contact the relevant Merchant or Payment Initiator to have them resubmit a new Payment Agreement with the correct details.
- 96.6 By approving a Payment Agreement, you:
- 96.6.1. authorise us to collect, use and store your name and account details and other details about you and the Payment Agreement from and in the Mandate Management Service; and
 - 96.6.2. acknowledge that these details may be disclosed to NPP Australia Limited (who operates the Mandate Management Service) and the financial institution or payment processor for the Merchant or Payment Initiator for the purposes of creating payment instructions and constructing NPP Payment messages, enabling us to make PayTo Payments from your account and for related purposes; and
 - 96.6.3. consent to us, other financial institutions and payment processors, NPP Australia Limited, Merchants and Payment Initiators using and disclosing such of your personal information as is contained in a Payment Agreement record in the Mandate Management Service as contemplated by the NPP regulations and procedures.

97. Payments

By authorising a Payment Agreement you instruct us to make PayTo Payments from your account in accordance with the Payment Agreement each time a PayTo Payment is requested by the Merchant or Payment

Initiator who is a party to the Payment Agreement or their financial institution or payment processor.

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

98. Amending a Payment Agreement

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

- 98.1 A payment Agreement can be amended from time to time by the Merchant or Payment Initiator. If a Merchant or Payment Initiator seeks to amend a Payment Agreement, we will notify you of the amendment and request that you approve or decline the amendment. We will record whether you approved or declined the Payment Agreement amendment request in the Mandate Management Service.
- 98.2 If you think the payment amount, frequency or any other detail presented in a Payment Agreement amendment request we provide to you for approval is incorrect, you should decline the amendment request and contact the relevant Merchant or Payment Initiator to have them resubmit a new amendment request with the correct details. We cannot change the details in an amendment request.
- 98.3 If you do not respond to a Payment Agreement amendment request within five calendar days it will expire and it will be treated as being declined by you.
- 98.4 We will record whether you approve or decline a Payment Agreement amendment request in the Mandate Management Service.
- 98.5 If you approve a Payment Agreement amendment request, the amendment will be effective once we record your approval in the Mandate Management Service.
- 98.6 If you decline a Payment Agreement amendment request, the Payment Agreement will not be affected by the amendment request and will continue as if the amendment request had not been submitted.

99. Pausing or resuming a Payment Agreement

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

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

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

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

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

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

100. Transferring a Payment Agreement

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

101. Cancelling a Payment Agreement

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

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

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

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

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

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

102. Migration of Direct Debit arrangements

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

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

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

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

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

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

103. General PayTo Obligations

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

- 103.1.1. ensure that all information and data you provide to us or to any Merchant or Payment Initiator that is authorised to use PayTo is accurate and up-to-date;
- 103.1.2. not use PayTo to send threatening, harassing or offensive messages to a Merchant, Payment Initiator or any other person;
- 103.1.3. where we allow you to provide a payment description or reference in connection with a Payment Agreement you must ensure that it does not contain, refer to or link to:
 - any swearing, profanity or offensive, discriminatory, threatening or abusive content;
 - any information that is confidential or must be kept secret;
 - sensitive personal information of any person (including information or an opinion about a person's racial or ethnic origin, political opinions or membership of a political association, philosophical beliefs,

membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record and health information);

- anything which infringes the intellectual property rights of any person; or
- anything which is illegal or seeks to promote illegal activity;

103.1.4. comply with all applicable laws in connection with your use of PayTo;

103.1.5. promptly consider, action and respond to any Payment Agreement creation request, amendment request or other notification we send you (if you use the Bendigo Bank app, we recommend that you allow notifications from it on your device to ensure that you promptly receive and are able to respond to such requests and notifications in a timely way);

103.1.6. immediately notify us if you no longer hold or have authority to operate the account from which payments under a Payment Agreement you have approved or permitted to be created are being or are to be made;

103.1.7. promptly notify us if you receive a Payment Agreement creation request or amendment request or become aware of PayTo Payments being processed from your account that you are not expecting, or experience any other activities that appear suspicious or erroneous;

103.1.8. promptly notify us if you become aware of a PayTo Payment being made from your account that is not permitted under the terms of your Payment Agreement or that was not authorised by you; and

103.1.9. comply with any direction we give you where doing so is necessary for us to comply with our obligations relating to PayTo including under the NPP regulations and procedures.

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

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

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

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

104. Liability for PayTo

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

- processing payments under a Payment Agreement which you have approved or are deemed to have approved;
- you failing to properly consider or promptly respond to any Payment Agreement creation request or amendment request we send you;
- you failing to properly consider and action any notification we send you in relation to any Payment Agreement;
- you or a Merchant or Payment Initiator pausing, resuming or cancelling a Payment Agreement; or
- any delay or failure in respect of a Payment Agreement or a PayTo Payment being processed due to the unavailability or failure of the Mandate Management Service,

except to the extent such loss is caused by us failing to comply with our obligations relating to PayTo under these Terms and Conditions.

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

Section M: Confirmation of Payee service

105. Using the Confirmation of Payee service when making a payment

105.1 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.

105.2 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.

105.3 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.

105.4 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.

105.5 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.

106. Sharing your account details through the Confirmation of Payee service

106.1 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.

106.2 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.

106.3 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.
- financial institutions who process payments to or from your account may still use the related transaction details (including any name included with a payment instruction) with the Confirmation of Payee service; and
 - you can request to opt your account back in to sharing your account details with the Confirmation of Payee service at any time.

107. Opt-out requests

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

107.2 If we agree to an opt-out request:

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

Talk to us today

In person	At your nearest Bendigo Bank branch
On the phone	Call 1300 236 344
Online	At bendigobank.com.au
By mail	The Bendigo Centre PO Box 480 Bendigo VIC 3552

This document must be read in conjunction with the Schedule of Fees, Charges and Transaction Account Rebates and the Schedule of interest rates (RACQ Transition). Together they form the Terms and Conditions for Bendigo Personal Accounts & Facilities. Bendigo and Adelaide Bank Limited, The Bendigo Centre, Bendigo Vic 3550 ABN 11 068 049 178. AFSL No. 237879.

(V001) BEN50TC087

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