

# Bendigo Christmas Club Passbook Account and Facilities

Product Disclosure Statement

Dated 1 December 2009

### About this document

This document is Part 1 of a Product Disclosure Statement ("PDS"). The other documents that make up the PDS are:

Part 2 - Schedule of Fees, Charges and Transaction Account Rebates; and

Part 3 - Schedule of Interest Rates for the Bendigo Christmas Club Passbook Account.

If you do not have Parts 2 and 3, the PDS is incomplete. Please contact your nearest branch or phone 1300 366 666 to arrange for them to be sent to you. These documents can also be found in any of our branches or on our website [www.bendigobank.com.au](http://www.bendigobank.com.au)

The PDS is an important document. It provides you with information about the financial product set out below so you can decide whether or not to acquire the product. You should read this document and the other parts of the PDS carefully before acquiring the product to which the PDS applies. You should also keep the PDS for your future reference. If you have any questions or have not received any part of the PDS, please contact us.

The PDS applies to, and this document contains terms and conditions which apply to, the following:

#### Passbook Accounts

- Bendigo Christmas Club Passbook Account

#### Payment Facilities

- Bendigo Phone Banking
- Bendigo e-banking
- Pay Anyone Service
- BPAY® \*

\*<sup>®</sup> Registered to BPAY<sup>®</sup> Pty Ltd  
ABN 69 079 137 518.

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

Information in the PDS may be subject to change from time to time. Where the change is not materially adverse, you will be able to find out the new information by contacting us on 1300 366 666, by contacting your local branch or by accessing the Bendigo Bank website at [www.bendigobank.com.au](http://www.bendigobank.com.au)

A paper copy of any updated information will be given to you on request without charge.

### Contact details

You can contact us at any of our branches or at our Head Office:

- The Bendigo Centre  
Bendigo Vic 3550  
Telephone (03) 5485 7911  
Facsimile (03) 5485 7000  
[www.bendigobank.com.au](http://www.bendigobank.com.au)

Alternatively you can contact us via:

- Bendigo OnCall  
Telephone 1300 366 666

Banking consultants who can provide you with information on accounts

- 8am – 8pm Monday to Friday (Victorian time)  
9am – 4pm Saturday (Victorian time)  
10am – 4pm Sunday (Victorian time)

The Bendigo Bank website at [www.bendigobank.com.au](http://www.bendigobank.com.au); or

Customer Help Centre

- Telephone 1300 361 911  
8:30am – 7:30pm Monday to Friday (Victorian time)

## Key Features

The Bendigo Christmas Club Passbook Account is not available for use by a business or for business purposes. It is available only for individuals for private or domestic use.

Set out below is a summary of the main features of, and restrictions applying to, the Bendigo Christmas Club Passbook Account.

Bendigo Christmas Club Passbook Account - Key Feature Table

Passbook or Statement	Passbook
Minimum to open <sup>#</sup>	\$1
Interest Calculated	Daily
Interest Type	Single Rate
Interest Credited	Annually on 1 November
Funds availability	At Call*
Phone Banking <sup>##</sup>	Available <sup>^</sup>
e-banking <sup>##</sup>	Available <sup>^</sup>
BPAY <sup>®</sup>	Available <sup>***</sup>
BPAY View <sup>®</sup>	Available <sup>**</sup>
Pay Anyone Service	Available <sup>**</sup>
Automatic Payments <sup>###</sup>	No
Telegraphic Transfers	Yes <sup>^</sup>
Bank Cheques	Yes
Cheque Facility	No
Debit Card	No
Easy Money Card	No
Link Bendigo Visa or MasterCard to the Account	No

\* An Early Withdrawal Fee will apply if you withdraw funds between 1 February and 31 October (inclusive)

See clause 4.3 of the terms and conditions below

\*\* Only available where you already have access to Bendigo e-banking.

<sup>^</sup> Available subject to approval

<sup>#</sup> There is no minimum account balance required to maintain the account

<sup>##</sup> Only available if you are an Australian Resident and at least 16 years of age

<sup>###</sup> Automatic payments are periodic payments and direct debits

<sup>\*\*\*</sup> Available where you already have access to Bendigo Phone Banking & Bendigo e-banking

® Registered to BPAY<sup>®</sup> Pty Ltd ABN 69 079 137 518.

The terms and conditions on page 7 explain the way in which this account operates.

## Significant benefits and risks

### The benefits include:

#### Account

- You will earn interest on the money deposited into your account. For more information about interest, see clause 5 of the terms and conditions below.
- You can deposit money into your account.

For more information about depositing and withdrawing money, see clause 4 of the terms and conditions below.

#### Payment Facilities

- Payments can be made outside of business hours.
- The use of payment facilities may (but will not always) reduce the risks associated with the theft or loss of cash. The use of certain payment facilities (such as Bendigo e-banking, Bendigo Phone Banking, BPAY® and Pay Anyone Service) is subject to dispute resolution procedures, which provide for allocating loss for unauthorised transactions. For more information, see the terms and conditions for each of these payment facilities.
- Depending on the way in which they are used, these payment facilities may provide a more efficient way for you to make payments when compared to cash.
- Second-level authentication is available for Bendigo e-banking customers to assist in protecting personal information by providing a one-time code for use during logon and payments. Further details regarding security tokens can be found in Section A below.
- 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 by email and you will receive a message when you log on to Bendigo e-banking. BPAY View® is the ability for a customer to view bills online.

The significant benefits that can occur with having access to the BPAY View® include:

- it allows payers to view bills from Billers electronically;
- it is convenient – your bills will be listed alongside your bank account information;
- you can control when you view and pay bills, day or night.

### The risks include:

#### Account

- The interest rate that applies to your account, and therefore the amount of interest you earn, may change. If the interest rate reduces, the interest you earn will decrease. We may change interest rates for any reason and at any time. Our reasons may include changes to the official cash rate or other market rates, changes in market conditions, changes to features of the product or risks associated with the product and changes to our business.
- If you make a withdrawal from your account between 1 February and 31 October of each year you will be charged an early withdrawal fee. For more information see clause 4.3 of the terms and conditions below.
- As with many investment products, you are also reliant on the issuer's ability, in this case, our ability, to meet obligations including payment of your account balance to you. To reduce the risk of this not occurring, financial institutions are prudentially regulated by the Australian Prudential Regulation Authority ("APRA") and must comply with its prudential and reporting requirements, including a standard that aims to ensure that financial institutions have sufficient liquidity to meet their obligations to their customers.

#### Payment Facilities

Risks associated with these payment facilities may arise depending on the way in which you use them. These risks can include:

- Unauthorised use of a payment facility by a third party including in circumstances where your means to access a payment facility (such as a passbook, PIN or access number) is lost or stolen. You may be able to reduce this risk by taking appropriate steps to protect the security of your means to access the payment facility. For more information, see the terms and conditions below;
- Technical errors affecting the procedure or system used for processing payments which may, among other things, prevent the timely and accurate completion of payments.
- There may be risks of a criminal deceiving you or infecting your computer with a virus for the purpose of gathering your access information. To protect yourself from these risks you should install and activate firewall and anti-virus software and purchase a security token. Your operating system and browser also need to be kept up to date.

**Costs**

The current costs of the account and payment facilities to which the PDS applies are set out in the Schedule of Fees, Charges and Transaction Account Rebates. These costs may change (see clause 6). You can find out the current costs at any time by contacting one of our branches, phoning 1300 366 666 or by visiting our website at [www.bendigobank.com.au](http://www.bendigobank.com.au)

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## Section A: Meaning of words

**“access method”** means any method we make available to you 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 PIN or an access number or any combination of these) that does not include a method requiring the users manual signature where the comparison of the manual signature with the written specimen signature is the principal means of authenticating your authority to give us an instruction.

**“access number”** means the number(s) we issue to you to enable access to Bendigo Phone Banking or Bendigo e-banking.

**“account”** means an account or accounts we establish in your name or in your name jointly with another person(s).

**“authentication key”** a random 6 digit number generated by a security token for a second-level of authentication for your logon or payment. This should be entered on request when you have a security token attached and activated for your access id.

**“authorised signatory”** is defined in clause 14 and includes, without limitation, an authorised user.

**“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.

**“Bendigo Bank equipment”** means electronic equipment controlled or provided by or on behalf of us to facilitate EFT transactions.

**“Bendigo and Adelaide Bank Group”** means Bendigo Bank and its related bodies corporate.

**“Bendigo OnCall”** is our delivery channel for services accessed through the telecommunications network. Through Bendigo OnCall, you or your authorised users are able to access and use the following services:

- Bendigo Phone Banking;
- Bendigo e-banking;
- Bendigo OnCall call centre;
- Secure Email (which enables you to send and receive - using Bendigo e-banking (secure) messages to and from Bendigo Bank).

**“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](http://www.bendigobank.com.au)

**“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 366 666.

**“BPAY® conditions”** means the terms and conditions applying to the BPAY® scheme as set out in section F of the PDS.

**“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® 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 View® Biller”** means a biller who can accept payments through the BPAY® system.

**“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.

**“customer registration”** means the manner by which you apply to us to access Bendigo Phone Banking or Bendigo e-banking.

**“EFT Code”** means the Electronic Funds Transfer Code of Conduct, as amended from time to time.

**“EFT conditions”** means the terms and conditions applying to EFT transactions as set out in section E and clauses 21.6 (to the extent it relates to EFT transactions), 21.8 and 21.9 below.

## Christmas Club Account and Facilities

**"EFT transaction"** means a transfer of funds initiated by an instruction through electronic equipment using an access number or PIN to debit or credit an account. An EFT transaction includes, without limitation, a transaction undertaken using Bendigo Phone Banking or Bendigo e-banking.

**"electronic equipment"** includes an electronic terminal, computer, television and telephone.

**"Government charges"** means all charges or duties on deposits into, or withdrawals from, your account that are payable under a law of the Commonwealth or any State or Territory whether or not 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).

**"nominated account"** means any of the accounts nominated by you from time to time for use with Bendigo Phone Banking or Bendigo e-banking.

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

**"Pay Anyone conditions"** means the terms and conditions applying to the Pay Anyone Service as set out in section H of the PDS.

**"payment facility"** means each of the following services offered by us:

- Bendigo Phone Banking;
- Bendigo e-banking;
- Pay Anyone Service; and
- BPAY® and BPAY View®

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

**"PIN"** means the Personal Identification Number issued by us, or selected by you to use to access Bendigo Phone Banking or Bendigo e-banking.

**"Second-level authentication"** There are three commonly used forms of authentication. 'What you know' – This is commonly your access ID and PIN for e-banking. The second form of authentication is 'What you have' – Security tokens have been introduced to secure this area. A token generates a one-time code. The next time you authenticate (logon) you have to provide a new number from your token. This ensures that 'What you have' provides that extra security. The third level authentication is 'What you are' (biometrics) – fingerprints, retina scans, etc.

**"Security token"** a device which generates a one-time code for use as a second-level authentication in e-banking. Currently available are two models – the Vasco Professional Security Token and the Vasco One-Touch Security Token. These authentication devices can be attached to your logon or payment facility.

**"Single Rate"** means the rate of interest that applies irrespective of the balance of your accounts.

**"terms and conditions"** means sections A to H of this document, the Schedule of Fees, Charges and Transaction Account Rebates and the Schedule of Interest Rates for Bendigo Christmas Club Passbook Accounts.

**"Vasco One-Touch Security Token"** a security token which is a convenient key-ring size. With the touch of one button it generates a one-time code for use in e-banking during the logon sequence or payments authentication.

**"Vasco Professional Security Token"** a security token which you can hold in your hand. It has a small keypad like a calculator and requires the entry of a PIN for generation of a one-time code for use in e-banking during the logon sequence or payment authentication. The keypad has a cover to protect it from accidental pressing of the keys.

**"we", "us", and "our"** 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.

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.
- 1.2 Subject to the requirements of any law, we may refuse to open an account or provide a payment facility.
- 1.3 A Bendigo Christmas Club Passbook Account is not available for use by a business or for business purposes. It is available only for individuals for private or domestic use.
- 1.4 We may require you to deposit a minimum amount with us in order to open an account. The minimum amount that currently applies is set out in the Key Features Table on page 1. There is no minimum account balance required to maintain an account.

### 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 concerning your activities and reason for opening an account in Australia.
- 2.2 If you are unable to visit a branch, there is also a certifier method of identification available. We can supply you with a special form, which must be signed by an "acceptable certifier".
- 2.3 An acceptable certifier includes a solicitor, police officer, accountant and Justice of the Peace. Please contact us for a complete list of all acceptable certifiers. You will be required to show identification such as your drivers licence, passport, birth certificate or citizenship certificate to the acceptable certifier.

- 2.4 There are special provisions for people under the age of 6 years and Aborigines and Torres Strait Islanders 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 We may request, and you must provide, any other additional information we deem necessary in relation to your identity, personal affairs, business dealings and/or the purpose of your relationship with us. In the event you refuse or fail to provide us with the information we have requested, we may at our sole discretion, reject your application, suspend the operation of your account, refuse transactions and/or place a freeze on your funds until such time as the information is provided.

## Christmas Club Account and Facilities

2.11 You provide us with the following undertakings and indemnify us against any potential losses either you or we suffer arising from any breach by you of such undertakings:

- (a) you will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country); and
- (b) the underlying activity/product for which Internet Banking is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

2.12 More information is available from the Australian Transaction Reports and Analysis Centre (AUSTRAC) 1800 021 037 or Bendigo OnCall 1300 366 666.

### 3. Payment facilities

The payment facilities that are currently available with the Bendigo Christmas Club Passbook Account are set out in the Key Features Table on page 1.

### 4. Deposits and withdrawals

#### Deposits

- 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 you have access to Bendigo Phone Banking or Bendigo e-banking, by transferring funds electronically using these facilities;
  - (e) By arranging an electronic credit from another Bendigo Bank account;
  - (f) By arranging an electronic credit from another financial institution.

#### Withdrawals

- 4.2 You may make withdrawals from your account in a number of ways including:
- (a) At any of our branches;
  - (b) If you have access to Bendigo Phone Banking or Bendigo e-banking, by transferring funds electronically using these facilities.
- 4.3 You may make withdrawals from your account at any time. However, if you make a withdrawal from your account between 1 February and 31 October (inclusive) of each year you will incur an early withdrawal fee. Withdrawals during the period 1 November to 31 January will not incur an early withdrawal fee. The current amount of the early withdrawal fee is set out in the Schedule of Fees, Charges and Transaction Account Rebates.
- 4.4 The proceeds of a deposit may not be available for up to 3 business days after the deposit is made. It will usually take 3 business days for a cheque to clear. If we allow you to draw on a cheque before it has cleared, you will be liable for the amount of the cheque if it is subsequently dishonoured and you authorise us to debit the amount of the cheque plus applicable bank charges to your account. International deposits may be subject to extended clearance times.
- 4.5 We may not accept any cheque that is not payable to you whether the cheque has been endorsed in your favour or not.
- 4.6 You may request a special clearance on a cheque. When you request a special clearance on a cheque we will request the other bank to respond within 24 hours if the cheque is drawn on a branch in the same state as the place of deposit. If the cheque is an interstate cheque we will request the other bank to respond within 48 hours. We cannot assure you that the other bank will respond within these timeframes. However you must pay us a fee for this service. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates.
- 4.7 We can at our discretion impose a limit on the amount you can withdraw in cash from your account at a branch.
- 4.8 We may not allow a withdrawal unless we have proof of your identity that is satisfactory to us.
- 4.9 You authorise us to debit 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).

## 5. Interest

5.1 We pay interest on your account.

### Interest rates

5.2 We will apply one interest rate to the entire balance of your account. 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.

5.3 Our current interest rate for the Bendigo Christmas Club Passbook Account is set out in the Schedule of Interest Rates for the Bendigo Christmas Club Passbook Account. You can find out our current interest rate at any time by contacting one of our branches, phoning 1300 366 666 or by visiting our website [www.bendigobank.com.au](http://www.bendigobank.com.au)

### Calculation and crediting of interest

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

5.5 Interest will be credited to your account annually on 1 November.

## 6. Fees and charges

6.1 Fees and charges and Government charges 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 366 666 or by visiting our website [www.bendigobank.com.au](http://www.bendigobank.com.au)

6.2 We may change the fees and charges from time to time (including introducing new fees and charges) and Government charges may change at any time. There is no maximum limit for the amount of fees and charges we may impose. If the law regulates such a change we will only make the change to the extent permitted by, and subject to, the requirements of that law.

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.

For example: If a direct debit dishonour fee is chargeable to your account due to insufficient funds, or your account is overdrawn, our branch manager may charge you the lower overdrawn account fee of \$27.50 instead of the direct debit dishonour fee of \$40.00.

## 7. Transaction processing

7.1 We may assign any date we consider appropriate to a debit or credit to your account (except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs). However, we will credit amounts to your account as soon as practicable after we receive them. This is not necessarily the same day that you deposit the amount. 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).

## 8. Bank cheques

8.1 We can issue you with a cheque drawn on us, instead of you writing a personal cheque from your account. This is known as a bank cheque and is usually used where a cheque facility is not attached to a customer's account or the payee has specifically requested a bank cheque as 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 told the bank cheque is lost or stolen;
- (e) there is a court order restraining the bank from paying a bank cheque; or
- (f) the bank has not received payment or value for the issue of the bank cheque.

## Christmas Club Account and Facilities

- 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 You must keep a credit balance in your account at all times and must not overdraw your account, use a payment facility or request a payment service which could overdraw your account, unless we have agreed to provide you with an overdraft facility for your account.
- 9.2 If you do overdraw your account in breach of these terms and conditions:
- we may debit the overdrawn amount to your account;
  - we may restrict the way in which you access your account.
  - your account will incur an Overdrawn Account Fee. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates;
  - we will calculate interest on the overdrawn amount on a daily basis and you authorise us to debit it to your account at the same time that we would have credited interest to your account until the overdrawn amount is repaid;
  - you must repay the overdrawn amount immediately; and
  - we may cancel any payment facility linked to the account.
- 9.3 Where you do not have an overdraft facility with us, we may change the interest rates for 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 current interest rate for an overdrawn account is set out in the Schedule of Interest Rates for the Bendigo Christmas Club Passbook Account. You can find out our current interest rate at any time by contacting one of our branches, phoning 1300 366 666 or by visiting our website [www.bendigobank.com.au](http://www.bendigobank.com.au)
- 9.4 We do not agree to provide you with credit merely because we debit an amount to your account that causes it to be overdrawn.

### 10. Account combination

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 one of your accounts is overdrawn or in debit and the other is in credit. In this situation the credit in one account would be used to reduce the debit balance in the other account. We will promptly inform you if we combine your accounts. We need not notify you in advance.

### 11. Record of account and confirmation of transactions

#### About your passbook

- 11.1 We will issue you with a passbook for your account. Your passbook will be the record of transactions on your account. Each time you present your passbook for updating we will record particulars of each transaction on your account including the amount of the transaction and the current balance of your account. You should present your passbook each time you make a deposit or withdrawal at one of our branches.
- 11.2 By opening a passbook account with us, you agree that:
- You can present your passbook for updating at any of our branches;
  - It is your responsibility to have your passbook updated at regular intervals; and
  - The ability to have your passbook updated at one of our branches is the facility through which confirmation of transactions on your account are provided to you.

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

#### Security of your passbook

- 11.3 Your passbook should be safeguarded from theft or unauthorised use. Under no circumstances should you keep a visible record of your signature with your passbook. This includes signed withdrawal forms or cards.
- 11.4 You must notify us as soon as possible of the loss, theft, or misuse of your passbook by contacting us at one of our branches or by phoning 1300 366 666. If you fail to notify us as soon as possible, subject to section E: EFT Transactions, you may be held liable for any unauthorised transactions occurring on your account before you notify us and you authorise us to debit any such amounts for which you are liable to your account.

### Confirmation of transactions

- 11.5 You agree that confirmation of transactions involving your account or any payment facility may be provided by:
- (a) your passbook;
  - (b) Bendigo Phone Banking and Bendigo e-banking, if you have access to either of those services;
  - (c) you requesting confirmation at any of our branches.

### 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 passbook.
- 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 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 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.

### 13. Joint accounts

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

#### Understanding your obligations

- 13.2 You may choose 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 of you must sign in order to operate a joint account. Account operating instructions are part of your contract with us and may only be altered by written notification to us, signed by each party to the joint account.
- 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 death or 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 to all or any one of you.
- 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 only.

### 14. Authorised signatories

- 14.1 You may ask us, in writing, to authorise one or more other people to operate your account. A person who is authorised to operate your account is called an authorised signatory. Where there is more than one authorised signatory, you must specify how many of the authorised signatories must sign in order to operate your account.

Your instructions in relation to how many authorised signatories must sign in order to operate your account are called operating instructions. We do not have to agree to your request but if we agree, we may impose conditions. If we do not agree to your request, we will notify you.

## Christmas Club Account and Facilities

- 14.2 You can arrange to have the authority of an authorised signatory revoked or your operating instructions changed at any time. If you want to revoke the authority of an authorised signatory or change your operating instructions, you must notify us in writing. If you are a company, body corporate, club or association, we may require the revocation of authorisation or change of operating instructions to be under common seal or authenticated by minutes of a resolution of your directors or governing body.
- 14.3 We are entitled to act on all instructions given by your authorised signatories in accordance with your operating instructions (including appointing a new authorised signatory or revoking the authority of an authorised signatory) 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 F BPAY® and Section H 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.
- 14.4 These terms and conditions apply to the authorised signatory in the same way that they apply to you. You should ensure that any authorised signatory has read these terms and conditions and complies with them as if they were you. If the authorised signatory does not comply with these terms and conditions, you will be in default.
- 14.5 You consent to us giving an authorised signatory information about your account.
- 14.6 You may ask us, in writing, to limit the dollar amount available to some authorised signatories to restrict their liability.

## 15. Cancelling a payment facility

- 15.1 We may at our absolute discretion cancel a payment facility at any time without notice to you. Without limiting the circumstances in which we may cancel a payment facility, we may cancel a payment facility if:
- (a) we have received notice of your mental incapacity, bankruptcy or death;
  - (b) we believe your access number, PIN, security token or any other access method is 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; or
  - (f) in the case of Bendigo Phone Banking or Bendigo e-banking, the security or quality of the service is threatened.
- 15.2 If we cancel a payment facility we will notify you as soon as possible afterwards.
- 15.3 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.
- 15.4 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.

## 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) sending a written request to us.
- 16.2 We may close your account at any time, due to unsatisfactory conduct or for any other reason, by giving you notice that is reasonable in all the relevant circumstances and reimbursing you for any amount outstanding to the credit of your account. If you or an authorised signatory breach any of these terms and conditions, we may close the account without giving you prior notice.
- 16.3 We will give you notice as soon as possible after closing the account (unless we have previously given you notice) and will reimburse you for the amount standing to the credit of your account.

- 16.4 If your account is closed:
- (a) we may disable your access to other payment facilities linked to the account;
  - (b) you will be liable for any transactions that were not processed, or that occur, on the account at the time the account is closed;
  - (c) you must pay to us on demand all unpaid fees and charges prior to closure of the account;
  - (d) you must arrange deregistration of your access ID's; and
  - (e) you must return your security token.

16.5 You should make arrangements for any direct credit payments, interest payments or periodical payments that are paid into or out of your account to be re-directed before the account is closed.

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

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

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

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

## 17. Dormant accounts

- 17.1 If you do not operate your account for 7 years and there is \$500 or more in your account, we are required by law to send the balance of your account to the Commonwealth Government as unclaimed money.
- 17.2 If you do not operate your account for 3 years, we may charge an annual Dormant Account Fee in order to meet the costs of maintaining account records. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates. If there is not enough money in your account to cover the fee, your account will be automatically closed.
- 17.3 We will send you a letter prior to the deduction of any Dormant Account Fee, 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 close the account; or
  - (c) you can close the account and open another account more suitable to your needs.
- 17.4 If you are unable to attend one of our branches to take up any of the above options, please contact the branch at which the account is held advising of your situation. This may prevent the fee being charged.

## 18. Changes

- 18.1 We may change these terms and conditions at our absolute discretion at any time. If any law regulates that change, we will only make the change to the extent permitted by, and subject to, the requirements of that law.
- 18.2 You agree that we can give notice of changes to these terms and conditions, any material change to, or any significant event that affects any of the matters specified in the PDS in writing, (including changes to fees and charges) by an advertisement in a major daily newspaper or in any other way permitted by law.
- 18.3 The table on page 14 sets out how and when we will notify you of changes.
- 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.

Changes to Terms and Conditions - How we will notify you		
Type of change	Minimum number of days notice	Manner of giving notice
Any change that is an increase in fees or charges.	30	In writing, by advertisement in a major daily newspaper or in any other way permitted by law.
A variation of the method by which interest is calculated. A variation of the frequency with which interest is debited or credited. A variation of the balance ranges within which interest rates apply.	30	In writing
Increase your liability for losses relating to EFT transactions	20	In writing
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	20	In writing
Change to the EFT conditions, BPAY® conditions or Pay Anyone conditions (that is not caught by the above)	In time to comply with any applicable law, otherwise in advance of the date the change takes effect  However, we will not give you advance notice of a change necessitated by an immediate need to restore or maintain the security of the Bendigo Bank system or individual accounts	In the manner required by any applicable law, or if there are no such requirements, in a manner which is likely to come to the attention of as many account holders as possible, which may include: <ul style="list-style-type: none"> <li>• by notice on or with your statement of account;</li> <li>• by notice on ATMs or in branches;</li> <li>• by an advertisement in a major daily newspaper</li> </ul>
Other changes to the terms and conditions (apart from a change in Government charges payable directly or indirectly by you)	No later than the day on which the change takes effect	In writing or by advertisement in a major daily newspaper or in any other way permitted by law.

**19. Tax**

- 19.1 The interest earned on your account may form part of your assessable income.
- 19.2 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 medicare levy and forward it to the Australian Taxation Office.
- 19.3 Similar requirements also apply to joint accounts where one or more of the account holders have not supplied their Tax File Number or relevant exemption.

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

- 19.4 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.

**20. Privacy and confidentiality**

- 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 We acknowledge that we have a general duty of confidentiality towards you except where:
- (a) disclosure is compelled by law;
  - (b) or where there is a duty to the public to disclose;
  - (c) or where our interests require disclosure;
  - (d) or where disclosure is made with your express or implied consent.

In addition, the following clauses apply if you are an individual or, if you are not an individual, to individuals about whom we collect personal information in relation to your account. You agree to show this clause to all individuals who you have authorised to deal with us in relation to your account.

**Collection, use and disclosure of information**

- 20.3 We collect and use your personal information in order to provide you with products and services. To do that, we may disclose your personal information to regulatory bodies or government agencies in order to verify your identity or to authenticate a document you provide to us.

- 20.4 We may also disclose your personal information to organisations that carry out functions on Bendigo and Adelaide Bank Group's behalf such as mailing houses and information technology service providers. Confidentiality agreements with these entities ensure this information is only used to carry out functions on the Group's behalf.

- 20.5 We may also share personal information regarding any one or more joint account holders (including defaults, dishonours, overdrawing or notices of demand in relation to the joint account) with prospective or existing guarantors or indemnifiers of any obligations of any of the joint account holders.

- 20.6 This information may also be shared with the Bendigo and Adelaide Bank Group and our joint venture partners so that you can be told about other products and services offered or distributed by us.

**Access and correction**

- 20.7 In most cases, you will be able to gain access to personal information about you held by the Bendigo and Adelaide Bank Group. We will take reasonable steps to amend or correct your personal information to keep it accurate and up-to-date. Our Customer Help Centre will co-ordinate requests relating to access and correction of your personal information.

**Opting out of product promotions**

- 20.8 You can opt at any time not to receive any marketing material from us. If you do opt out, we will continue to make contact with you to provide information in relation to your existing accounts only (including information about new features or products related to these accounts).

**Privacy concerns or complaints**

- 20.9 If you have concerns or wish to make a complaint regarding the treatment of your personal information by Bendigo and Adelaide Bank Group please contact our Customer Help Centre for assistance on 1300 361 911.

**Protecting your own privacy**

- 20.10 Bendigo e-banking customers can assist in protecting their own privacy by ensuring that their PC has a firewall, is not infected with a virus and that they use a security token to ensure that if their information is captured, their accounts cannot be accessed without that device.

### Further information

20.11 You can obtain more information about privacy in our Privacy Policy which is available upon request at any of our branches or on our website [www.bendigobank.com.au](http://www.bendigobank.com.au)

### 21. If you have a concern or complaint

21.1 If you have a problem please let us know immediately, because we may be able to fix it for you. We will attend to your concern promptly and courteously.

21.2 If you can spare the time, we would really appreciate hearing from you when you are happy with our service. This provides a more balanced perspective of our customers' impressions of us.

21.3 You can raise your concern or complaint with us by:

- speaking to a member of our branch staff directly or ask to speak with their supervisor or manager;
- completing the Customer Feedback form ("Talk to us we're listening") available from your nearest branch, or write a letter and mail it to our Customer Help Centre at PO Box 480, Bendigo 3552;
- contacting our Customer Help Centre on:  
Telephone 1300 361 911  
8:30am – 7:30pm (Victorian time)  
Monday to Friday, or  
Fax 1300 367 615: or  
Email [customerhelpcentre@bendiobank.com.au](mailto:customerhelpcentre@bendiobank.com.au);  
or
- completing the Customer Feedback form online at [www.bendigobank.com.au](http://www.bendigobank.com.au)

21.4 Experience tells us that most concerns or complaints can be fixed at this level. If, however, your concern or complaint requires specialist attention, the appropriate staff member will respond to you within 3 days of receipt of the concern or complaint, either providing an immediate answer or advising of action to be taken and an expected reply date. Every effort will be made to provide a response within 7 days but a reply will never be more than 21 days from the receipt of the concern or complaint.

21.5 Within 21 days of receiving your complaint we will advise you in writing of either:

- (a) the outcome of our investigation and, if your complaint is in relation to an EFT transaction, which provisions of the EFT Code were used in determining your or our liability if any; or
- (b) the need for more time to complete our investigation.

### Concerns or complaints about EFT transactions

21.6 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 45 days, we will notify you of this fact, inform you of the reasons for the delay, provide you with monthly updates on the progress of your complaint 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);
  - (i) the time limits under the rules of the scheme will apply instead of the time limits referred to in clause 21.5 above;
  - (ii) the reference to "45 days" in paragraph (a) above is replaced with "60 days" and we will provide you with updates every two months instead of each month.

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 of the outcome of that investigation, the reasons for that outcome including references to relevant clauses of the EFT Code and, except where the complaint has been resolved completely in your favour, we will inform you of any further action you can take under the EFT Code. Our advice will be in writing unless we are able to resolve the matter immediately to the satisfaction of both you and 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 do not protect your Internet access by using a firewall and anti-virus software and security tokens, 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 7 business days of receiving the complaint and provide the information required by paragraphs (c) and (e) above and close the investigation. When we choose this course of action we are not required to comply with clauses 21.4 and 21.5 and paragraph (d) above; and
- (g) if we fail to observe the appropriate allocation of liability in accordance with paragraphs 5 and 6 of the EFT 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 EFT 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.

### Financial Ombudsman Service

- 21.7 We do not anticipate a situation where we cannot resolve a concern or complaint to your satisfaction. However, should this happen, you have the option of referring the matter to the Financial Ombudsman Service.
- 21.8 The Financial Ombudsman Service is an independent person appointed to help individual customers resolve problems and disputes with their bank. You do not have to pay if you ask the Ombudsman to help you.
- 21.9 The Ombudsman's role is to investigate matters only after customers have fully exhausted the established complaint procedures of their bank.
- 21.10 The Ombudsman cannot deal with claims for financial loss in excess of \$150,000 for events occurring before 1 December 2004 or \$280,000 for events occurring on or after 1 December 2004 or complaints relating to dissatisfaction with customer service provided by bank staff. Complaints in relation to the bank's commercial policy decisions such as the setting of interest rates, fees and charges, also cannot be raised with the Financial Ombudsman Service.
- 21.11 You may obtain further information about this service by contacting the Ombudsman at:  
 Financial Ombudsman Service  
 GPO Box 3  
 Melbourne Vic 3001  
 Telephone: 1300 78 08 08  
 Fax: (03) 9613 6399  
 Website: [www.fos.org.au](http://www.fos.org.au)  
 Email: [info@fos.org.au](mailto:info@fos.org.au)

### 22. If you have changed your name or address

- 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.
- 22.2 If you have changed your address (home, or email, where relevant) you must provide us with your new address as soon as possible, either by calling into one of our branches, by telephoning Bendigo OnCall on 1300 366 666 or by writing to your local branch or our head office.

## Christmas Club Account and Facilities

- 22.3 You should advise us of the details of all of your accounts so that all our records can be changed.

### 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. You can also ask us to prepare a bank draft for the foreign currency amount, for you to send overseas by mail.

23.2 If you have received funds from overseas, you can bring the foreign currency cheque or document into our nearest branch, where our staff will be happy to convert the funds into Australian dollars and deposit the converted amount into your account. You will not be able to draw against these funds until they have cleared. We reserve the right not to accept any foreign currency cheques or documents or accept it on a collection basis only.

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. Code of Banking Practice

- 24.1 We are bound by the Code of Banking Practice.
- 24.2 The Code of Banking Practice requires us to draw your attention to the availability of general descriptive information concerning our banking services. This includes information about account opening procedures, our obligations regarding the confidentiality of your information, complaint handling procedures, bank cheques, the advisability of you informing us promptly when you are in financial difficulty and the advisability of you reading the terms and conditions applying to this banking service. That information is contained in this PDS to the extent relevant to the products offered under this PDS and is contained in full in the Personal Accounts and Facilities Terms and Conditions.

### 25. Money laundering

- 25.1 We are committed to the regulatory requirements for anti-money laundering and counter terrorism financing (AML).
- 25.2 To comply with these requirements we may:
- (a) require you to provide to us, or otherwise obtain, any additional documentation or other information;
  - (b) suspend, block or delay transactions on your account, or refuse to provide services to you;
  - (c) report any, or any proposed, transaction or activity to any body authorised to accept such reports relating to AML or any other law.
- 25.3 When opening an account with us, we reasonably believe that payment of monies in accordance with your instructions by us will not breach any laws in Australia or any other country.

### 26. Other

- 26.1 We can decide, at our discretion, the order in which payments will be processed.
- 26.2 We may give you a certificate about a matter in connection with the account. The certificate is sufficient to prove the matter, unless you prove the certificate is incorrect.
- 26.3 Notices and other communications for us may be:
- (a) given personally to one of our employees at your local branch or sent by post or facsimile to our registered office; or
  - (b) given by any other means permitted by law.
- 26.4 Subject to the requirements of any law, communications for you may be:
- (a) given to you personally or left at any address specified by you or your registered office, residential or business address last known to us;
  - (b) sent by prepaid post to any of these places;
  - (c) sent by facsimile to your residential or business facsimile last known to us;
  - (d) given by any other means permitted by law.
- 26.5 You must give us any information or documents we 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.

26.6 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**

26.7 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.

26.8 Nothing in this agreement has the effect of excluding, restricting or modifying rights in the Australian Securities and Investments Commission Act or Trade Practices Act, which cannot be excluded, restricted or modified by agreement. If your account or payment facility is of a kind not ordinarily acquired for personal, domestic or household use, our liability is restricted to re-supplying the services or the cost of re-supplying the services.

26.9 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.

26.10 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.

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

26.12 You should inform us promptly if you are in financial difficulty.

26.13 To the extent that a Consumer Credit Code applies to these terms and conditions and:

- (a) that Code would otherwise make a provision of these terms and conditions illegal, void or unenforceable; or
- (b) 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.

## Section C: Bendigo Phone Banking and Bendigo e-banking

This Section and Section D below apply if you register for access to Bendigo Phone Banking or Bendigo e-banking.

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

### 27. Applying for Bendigo Phone Banking or Bendigo e-banking

27.1 You may apply for access to Bendigo Phone Banking or Bendigo e-banking by completing customer registration through Bendigo OnCall or at any of our branches. Approval of an application is at our discretion.

27.2 You must be at least 16 years of age to be eligible for Bendigo Phone Banking or Bendigo e-banking.

### 28. Access numbers and PINS

28.1 If we approve your application, we will provide you with an access number and a temporary PIN. The temporary PIN is valid for 5 days from the date of issue. Before the end of that 5 day period you must use that access number and temporary PIN to access Bendigo Phone Banking or Bendigo e-banking for the first time. You will then be asked to select and enter a PIN and to re-enter the same PIN to confirm.

28.2 You acknowledge and accept that:

- (a) the access number we issue you, together with your selected PIN, is the means by which you use Bendigo Phone Banking and Bendigo e-banking and we identify you; and
- (b) anyone using your access number and PIN will be able to have access to and conduct transactions on a nominated account using Bendigo Phone Banking or Bendigo e-banking.
- (c) the use of a security token in e-banking will enhance the security of your access.

28.3 You authorise us to act upon all instructions given to us using your access number and PIN and subject to any other provision of these terms and conditions, you are liable for any such instructions.

28.4 We may delay acting on an instruction.

28.5 You agree that you are bound by the Bendigo Bank Website Terms of Use when you use our website.

### 29. Services available using Bendigo Phone Banking and Bendigo e-banking

29.1 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 (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) receive a fax "mini-statement" of transaction related details;
- (g) perform selected transaction enquiries;
- (h) select an individual or a range of transactions on a nominated account for closer examination;
- (i) access Secure Email which enables you to send and receive (secure) messages to and from internal Bendigo Bank departments (Bendigo e-banking only);
- (j) access Account Notification which allows you to establish account balance thresholds and to nominate methods (including fax and/or email) for notification if the thresholds are exceeded (Bendigo e-banking only);
- (k) make BPAY® payments;

- (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).
- 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.

### 30. Equipment

It is your responsibility to obtain and maintain any electronic equipment (eg, computer hardware or touchtone telephone) which you may need to have to access Bendigo Phone Banking and Bendigo e-banking.

### 31. Authorised users

- 31.1 You may authorise a third party to use Bendigo Phone Banking or Bendigo e-banking to access or access and operate a nominated account. This third party must be registered as an authorised user.
- 31.2 You will be liable for any failure on the part of the authorised user to observe these terms and conditions.
- 31.3 You may request us to cancel the authority of an authorised user to access or access and operate a nominated account through Bendigo Phone Banking or Bendigo e-banking at any time by written request.
- 31.4 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.
- 31.5 You may request a maximum daily withdrawal limit to apply to your authorised user(s). This limit may include \$0 or view only access.

### 32. Access

- 32.1 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

32.2 We recommend the purchase of a security token to ensure the most secure form of access.

32.3 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.

32.4 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.

32.5 Where your access has been blocked due to fraudulent activity, you will be required to purchase a security token, firewall software and anti-virus software, update your operating system version and provide proof of the same on your PC before access will be re-instated.

32.6 Access may be removed during routine system maintenance where you have not accessed the e-banking system for at least 6 months or Phone Banking for at least 12 months. We will notify you in writing at least 20 days before taking such action.

### 33. 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.

**34. Confirmation of transactions**

34.1 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 have any queries in relation to that transaction.

34.2 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 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.

(f) any failure of an “authentication key” to permit you to access Bendigo e-banking.

35.2 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.

**35. Our responsibility for Bendigo Phone Banking and Bendigo e-banking**

35.1 Subject to any other provisions of these terms and conditions, to the extent permitted by law, we are not liable to you for or in connection with:

- (a) any failure, malfunction, delay or error (for any reason) of any equipment, system or software which is not controlled or provided by or on behalf of us (including, without limitation, the telephone, computer, software and telecommunications and ISP services you use to access Bendigo Phone Banking or Bendigo e-banking);
- (b) any unavailability or failure (of which you should have been aware) of Bendigo Phone Banking or Bendigo e-banking to accept instructions from you;
- (c) any failure of an access number or PIN to permit you to access Bendigo Phone Banking or Bendigo e-banking;
- (d) disclosure of information relating to your accounts through Bendigo Phone Banking or Bendigo e-banking where the information has been obtained by or in conjunction with any person using your PIN or access number; or
- (e) any unauthorised access to your information transmitted by us through Bendigo Phone Banking or Bendigo e-banking in relation to a nominated account.

## Section D: Use and security of your access number, security token, password and PIN.

This section applies if you have an access number, security token, password or PIN.

### 36. Protecting your access number, security token, password and PIN.

36.1 The security of your access number, security token, password and PIN is very important. You may be liable for unauthorised transactions which you contribute to by not keeping your PIN and password secure. Your liability is governed by clause 39 of section E: EFT Transactions.

36.2 You must ensure that you:

- (a) keep your password, security token and PIN secure and protected;
- (b) do not tell anyone your PIN or password;
- (c) do not record your PIN 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 (eg. 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 (eg. Repeated or consecutive numbers such as 5555 or 1234);
- (f) do not provide your PIN or password to any person (including a family member or friend);
- (g) do not allow any unauthorised person to observe or hear your PIN or password.

36.3 You must also ensure that your authorised users do each of these things.

36.4 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.

### 37. Loss, theft and unauthorised use of your access number, security token, password or PIN.

37.1 You must notify us immediately if:

- (a) any record you may have of your PIN or password is lost or stolen;
- (b) you become aware or suspect another person knows your PIN or password or has used your PIN or password without your authority;
- (c) you become aware or suspect another person knows your PIN or password or has used your PIN or password without your authority;
- (d) someone steals the security token from you;
- (e) you lose your security token.

#### In Australia contact Bendigo Bank on:

Telephone 1300 366 666 between  
8am – 8pm: Monday to Friday (Victorian time),  
9am – 4pm: Saturday (Victorian time),  
10am – 4pm: Sunday (Victorian time); or

After Hours Hotline 1800 035 383 (this service is available 24 hours a day, seven days a week).

#### Overseas

By telephone on 61 3 5485 7872 or by fax on 61 3 5485 7613.

37.2 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 clause 39 of section E: EFT Transactions.

37.3 If for any reason you cannot contact the hotline, then contact your local branch 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.

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

37.5 You should confirm any verbal notification in writing or at one of our branches as soon as possible.

## Section E: EFT transactions

This section applies to EFT transactions.

### 38. Liability for authorised transactions

38.1 You are responsible for all transactions carried out using an access number or PIN by you or by anyone else with your knowledge and consent.

38.2 If Bendigo Bank equipment or a Bendigo Bank system malfunctions after having accepted your instructions or fails to complete the transaction in accordance with your 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.

38.3 If you are aware or should have been aware that the Bendigo Bank equipment or Bendigo Bank 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 fee imposed as a result.

38.4 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.

### 39. Liability for unauthorised transactions

39.1 You will not be liable for losses arising out of:

- (a) unauthorised transactions where it is clear that you have not contributed to the loss;
- (b) the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants who are linked to the EFT system or their agents or employees;
- (c) any component of an access method that is forged, faulty, expired or cancelled;
- (d) unauthorised transactions occurring after you have notified us as required by these terms and conditions that the security of a PIN or password has been breached;

(e) transactions which require the use of a PIN or access number forming part of your access method and that occurred before you have received that PIN or access number (including a reissued or replacement PIN or access number);

(f) the same transaction being incorrectly debited more than once to the same account.

39.2 You are liable where we can prove on the balance of probability that you have contributed to the losses in any of the following ways:

(a) through your fraud;

(b) by you voluntarily disclosing the PIN to anyone, including a family member or friend; or

(c) by keeping a record of your access number and PIN (without making any reasonable attempt to protect the security of the records) on the one article, or on several articles so that they are liable to loss or theft simultaneously;

(d) where we permit you to select or change a PIN, by selecting numbers which represent the user's birth date or letters which are a recognisable part of their names, if immediately before this was done we specifically warned you not to do so and that you might incur liability by doing so;

(e) by acting with extreme carelessness in failing to protect the security of the PIN;

(f) where the EFT Code requires that the recording or voluntary disclosure of one or more but not all of the codes forming part of the access method was the dominating contributing cause of the loss.

39.3 In these cases, you will be liable for the actual losses which happen before you notified us that the security of a PIN forming part of the access method has been breached, but you will not be liable for any of the following amounts:

(a) that portion of the losses incurred on any one day which exceed the applicable daily withdrawal limits;

(b) that portion of the losses incurred in a period which exceeds any other periodic withdrawal limits applicable to that period;

- (c) that portion of the total losses incurred on any account which exceeds the balance of that account (including any prearranged credit);
- (d) all losses incurred on any accounts which we and you had not agreed could be accessed using the access method;
- (e) any losses incurred as a result of conduct we expressly authorised you to engage in;
- (f) any losses incurred as a result of you disclosing, recording or storing a PIN in a way that is required or recommended for the purposes of using an account access service such as when you provide your codes to an aggregator service or store your codes in an electronic wallet on your computer which is expressly or impliedly promoted, endorsed or authorised by us.

39.4 Where we can prove on the balance of probability that you have contributed to the losses by unreasonably delaying notification after becoming aware that the security of all the codes forming part of the access method has been breached, you are liable for the actual losses which occur between when you became aware and when we were actually notified, but you are not liable for any of the following amounts:

- (a) that portion of the losses incurred on any one day which exceed any applicable daily withdrawal limits;
- (b) that portion of the losses incurred in a period which exceeds any other periodic withdrawal limits applicable to that period;
- (c) that portion of the total losses incurred on any account which exceeds the balance of that account;
- (d) all losses incurred on any accounts which you and we had not agreed could be accessed using the access method.

39.5 Where we cannot prove you were liable under clauses 39.2 or 39.4 and a PIN or access number was required to perform the unauthorised transaction, you will be liable for the least of:

- (a) \$150;
- (b) the balance of those accounts (including any prearranged credit) which you and we have agreed may be accessed using the access method;

- (c) the actual loss at the time we were notified (where relevant) that the security of the codes forming part of the access method has been breached (excluding that portion of the losses incurred on any one day which exceed any applicable daily withdrawal or other periodical withdrawal limits).

39.6 You authorise us to debit any amount for which you are liable under this clause 39 to your account.

## Section F: BPAY®

### 40. About the BPAY® scheme

- 40.1 This section applies if you ask us to make a BPAY® payment on your behalf.
- 40.2 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.
- 40.3 We are a member of the BPAY® scheme and we will inform you if we are no longer a member.
- 40.4 You can make BPAY® payments through the BPAY® scheme from a nominated account only if you have access to Bendigo Phone Banking or Bendigo e-banking.
- 40.5 We are not acting as your agent or the agent of the biller when we make a BPAY® payment on your behalf.

### 41. Using the BPAY® scheme

- 41.1 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;
  - (d) The biller customer reference number.
- 41.2 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.
- 41.3 We will then debit the account you specify with the amount of that BPAY® payment.
- 41.4 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.

### 42. Payments

- 42.1 We may impose restrictions on the accounts from which a BPAY® payment may be made or impose limits on the amount of BPAY® payments.

- 42.2 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.
- 42.3 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 46 below);
  - (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;
  - (c) On the day or next business day you have nominated for a scheduled payment to take place.
- 42.4 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.
- 42.5 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.

### 43. If the amount of a payment to a biller is incorrect

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; or

- (b) If the amount is less than the required amount, you should make a further BPAY® payment for the difference.

#### 44. When a Biller cannot process a payment

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.

#### 45. Suspension of BPAY®

We may suspend your right to participate in the BPAY® scheme at any time if you are suspected of acting in a fraudulent manner.

#### 46. Cut-off times

- 46.1 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 to Friday: 5pm (Victorian time)

Saturday, Sunday and Public Holidays: Processed next business day.

- 46.2 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.

#### 47. Liability for mistaken payments, unauthorised transactions and fraud

- 47.1 You must notify us immediately:

- (a) If you become aware that you may have made a mistake (except in relation to the BPAY® payment amount - see clause 43) when instructing us to make a BPAY® payment;
- (b) If you did not authorise the BPAY® payment from your account;
- (c) If you believe the BPAY® payment was not processed in accordance with your instructions (including delays);
- (d) If you think you have been fraudulently induced to make a BPAY® payment.

- 47.2 We will attempt to rectify any such matters in relation to your BPAY® payment in the way described in this clause. If the EFT Code applies to your account and 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 clause 39 in section E: EFT Transactions. Otherwise, except as set out in this clause 47, we will not be liable for any loss or damage you suffer as a result of using the BPAY® scheme.

- 47.3 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 to your account.

- 47.4 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 received it; and
- (b) the payment was made as a result of a payment direction which did not comply with any requirements we may have for such payment directions.

- 47.5 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 you the amount of the fraud induced payment, you must bear that loss (and you authorise us to debit the amount of the 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.

- 47.6 If a BPAY® payment you have made falls within the type described in clause 47.4 and also clause 47.3 or 47.5, then we will apply the principles set out in clause 47.4.
- If a BPAY® payment you have made falls within both the types described in clauses 47.3 and 47.5, then we will apply the principles set out in clause 47.5.
- 47.7 You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us arising directly or indirectly because you:
- (a) did not observe any of your obligations under these BPAY® conditions; or
  - (b) acted negligently or fraudulently in connection with the other terms and conditions of your account.
- 47.8 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 obliged 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.
- 47.9 We are not liable for any consequential loss or damage you suffer as a result of using the BPAY® scheme, other than any 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 G: BPAY View®

This section applies if you use the BPAY View® service.

### 48. About the BPAY View® service

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.

### 49. Registering/Deregistering for the BPAY View® service

You need to register in order to use BPAY View®. You register by logging on to Bendigo e-banking at [www.bendigobank.com.au](http://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.

### 50. Security token

- 50.1 In order to access the BPAY View® service you will be required to use a security token. A security token and PIN is an additional security feature to prevent unauthorised access to your account. A fee will apply to this service. Loss or damage to your security token may incur a replacement fee. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates. If you have obtained a security token in connection with the Pay Anyone service, you can use the same security token for BPAY View® .
- 50.2 Your security token is used to authenticate BPAY View® and the delivery of your bills and bill information via Bendigo e-banking and involves the use of a PIN to generate authentication codes. You acknowledge and accept that in conjunction with your e-banking access ID and PIN:
- (a) the security token we issue you, together with your selected PIN, is the means by which you access BPAY View® ;
  - (b) anyone using your security token and PIN will be able to have access to BPAY View® .

- 50.3 You authorise us to act upon all instructions given to us using your security token and PIN and subject to any other provision of these terms and conditions, you are liable for any such instructions.

### 51. Protecting your security token and PIN

- 51.1 The security of your security token and PIN is very important. You must ensure that you:

- (a) keep your security token and 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 (eg. 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 (eg. repeated or consecutive numbers such as 5555 or 1234);
- (f) do not provide your PIN or security token to any person (including a family member or a friend);
- (g) do not allow any unauthorised person to observe or hear your PIN.

- 51.2 You must:

- (a) keep your security token in a safe place;
- (b) check regularly that you have your security token in your possession.

### 52. Cancellation of BPAY View®

- 52.1 We may at our absolute discretion 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 your security token and PIN are 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;
- (d) the security or quality of the service is threatened.

- 52.2 If we cancel your access to BPAY View® we will notify you as soon as possible.

### 53. Nominating BPAY View® Billers

You must nominate the BPAY View® Billers you wish to receive bills and statements from. You can deactivate a BPAY View® Biller from your list of nominated BPAY View® Billers at any time. Deactivation is effective immediately and the biller will be notified.

### 54. Collection and disclosure of personal information

- 54.1 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 57(b), 57(c), 57(d), 57(e), 57(f) or 57(g) has occurred.

- 54.2 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.

### 55. Notice of bills or statements

- 55.1 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 email, containing or linking to the bill or statement.

- 55.2 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.

## Christmas Club Account and Facilities

55.3 If you receive notification of a bill or a statement via a message when you log on to Bendigo e-banking (ie 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.

55.4 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.

### 56. 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 access 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.

### 57. Paper bills and statements

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 access 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.

### 58. BPAY View® billing errors

58.1 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;
- (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.

58.2 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 computer equipment you are using at any time to participate in BPAY View® .

## Section H: Pay Anyone Service

This section applies if you use the Pay Anyone Service.

### 59. About the Pay Anyone Service

59.1 The Pay Anyone Service is an online service that allows you to transfer funds directly to any account at any financial institution within Australia that is identified by a valid BSB number and account number. You can only transfer funds using the Pay Anyone Service if you have access to Bendigo e-banking.

59.2 Once activated, you can arrange to set up regular and future dated transfers to any account at any financial institution within Australia that is identified by a valid BSB number and account number.

### 60. Registering/Deregistering for the Pay Anyone Service

60.1 You can contact Bendigo OnCall on 1300 366 666 to register for the Pay Anyone Service. On registration, you will be required to set a daily Pay Anyone limit.

60.2 You may disable (or deregister) your access or the access of your authorised user to the Pay Anyone Service by contacting Bendigo OnCall on 1300 366 666 or by calling 1800 035 383 outside Bendigo OnCall business hours of operation. Your authorised user may disable (or deregister) their access at any time without your consent.

### 61. Using the Pay Anyone Service

61.1 When you tell us to make a Pay Anyone payment, you must provide us with the following information:

- (a) The account from which you want us to debit the Pay Anyone payment;
- (b) The correct account number of the person or business to whom you wish to pay funds;
- (c) The correct BSB number of the financial institution at which the account to whom you wish to pay funds, is held;
- (d) A reference number; and
- (e) The amount of the Pay Anyone payment.

61.2 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.

61.3 You authorise us to debit the nominated account you specify with the amount of that Pay Anyone payment.

### 62. Payments

62.1 We may impose restrictions on the accounts from which a Pay Anyone payment may be made or impose limits on the amount of Pay Anyone payments.

62.2 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.

62.3 Application for access to the Pay Anyone Service or changes to existing access will require you to purchase a security token. A fee will apply to this service. Loss or damage to your security token may incur a replacement fee. Current fees and charges are set out in Schedule of Fees, Charges and Transaction Account Rebates.

62.4 A delay may occur in the processing of a Pay Anyone payment where a security token is not activated for the service:

- (a) There is a public or bank holiday on the day you instruct us to make a Pay Anyone payment;
- (b) You instruct us to make a Pay Anyone payment 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 66 below).

### 63. If a transfer amount is incorrect

63.1 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 payment amount is greater than the required amount, contact the person or business to whom the funds were paid to obtain a refund for the excess; or
- (b) If the payment amount is less than the required amount, you can simply make payment for the difference.

#### 64. Suspension of the Pay Anyone Service

We may suspend your right to use the Pay Anyone service at any time if you are suspected of acting in a fraudulent manner.

#### 65. Limit reduction

We may reduce your Pay Anyone daily limit during maintenance if you do not use any or part of your limit over a period of time. We will notify you in writing at least 20 days before taking such action.

#### 66. Cut-off times

66.1 If you instruct us to pay funds before the time specified below, the payment will be processed overnight on that business day. Subject to the financial institution to whom the funds are being paid, the payment will in most cases settle on the next business day.

##### **Cut-off times:**

Monday to Friday: 3:30pm (Victorian time).

Saturday, Sunday and Public Holidays: Processed next business day.

66.2 Pay Anyone payments may take longer to be credited if you tell us to (make Pay Anyone payments) on a Saturday, Sunday or public holiday or if the financial institution 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:

- (a) If you become aware that you may have made a mistake, (except in relation to the Pay Anyone payment amount - see clause 63), when instructing us to make a Pay Anyone transfer;
- (b) If you did not authorise the Pay Anyone payment from your account;
- (c) If you believe a Pay Anyone payment was not processed in accordance with your instructions (including delays);
- (d) If you think you have been fraudulently induced to make a Pay Anyone payment.

67.2 We will attempt to rectify any such matters in relation to your Pay Anyone payment in the way described in this clause. If a Pay Anyone payment is made on your account without your knowledge or consent, liability for that unauthorised Pay Anyone payment will be determined in accordance with clause 39 in section E: EFT Transactions. Otherwise, except as set out in this clause 67, we will not be liable for any loss or damage you suffer as a result of using the Pay Anyone Service.

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

- (a) Did not observe any of your obligations under the terms and conditions in this section; or
- (b) Acted negligently or fraudulently in connection with the other terms and conditions.

67.4 If a Pay Anyone payment that was authorised by you is made to a person or for an amount which is not in accordance with the instructions given to us, and your account has been debited for the amount of that payment, after our investigation, we will attempt to provide a reimbursement to your account if the account number to be credited was not credited in accordance with your instructions.

67.5 If you authorised a Pay Anyone payment and you later discover you made a mistake in the instruction and we cannot recover the Pay Anyone payment from the person or business who received it within 20 business days of us attempting to do so, you must pay us that amount and you authorise us to debit that amount to your account.

67.6 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.

Please note: if you did not receive the Schedule of Fees, Charges and Transaction Account Rebates or the Schedule of Interest Rates for the Bendigo Christmas Club Passbook Account with this document, please contact your nearest branch or phone 1300 366 666 to arrange for them to be sent to you.

Bendigo and Adelaide Bank Limited, The Bendigo Centre, Bendigo VIC 3550 ABN 11 068 049 178. AFSL No. 237879.