

# Product Disclosure Statement Bendigo Foreign Currency Term Deposit Account

04 March 2026

# About this document

## Purpose of this PDS

This Product Disclosure Statement (**PDS**) is an important document. It provides you with information about our Foreign Currency Term Deposit (**FCTD**), including an explanation of the associated risks, benefits, and costs of this product, so you can decide whether or not to acquire it. You should read this document carefully before you make a decision to acquire an FCTD.

You should also keep the PDS for future reference, together with all other documentation relating to an FCTD. If you have any questions or if you have not received any part of the PDS, please contact us.

This PDS is dated 04 March 2026 and replaces and supersedes any previous PDS for this product.

## Who is the issuer of the FCTD Account?

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

## General information only

This PDS contains general information only and does not constitute a recommendation or opinion that an FCTD Account is appropriate for you.

It does not take into account your personal objectives, financial situation, or particular needs. Nothing in this PDS constitutes the giving of any personal financial product advice or a recommendation or opinion concerning the entry into any FCTD Account.

Examples provided in this PDS are for illustrative purposes only. They are not reflective of any quote, price, outcome, forecast or prediction.

## Australian distribution only

This PDS only applies where it is received (electronically or otherwise) by a person in Australia. It does not constitute an offer or invitation in any other place.

## Currency of information

Information in this PDS is up to date as at the date stated on the front page of this PDS.

Information in this PDS may be subject to change from time to time. See clause 11 of *Part B – Terms and conditions* below for information about the types of changes we can make, how much notice will give you before we make the change and how we will notify you of those changes.

Before acquiring an FCTD Account, you should ensure that you have the most current version, which you can obtain by contacting us via the details below.

If new information is materially adverse, we will issue a new PDS and give notice setting out the updated information.

You can obtain a paper copy of this PDS or any updated information (as applicable) on request, without charge.

This product is an investment product which is designed to be held to maturity.

This PDS can be accessed on the Bendigo Bank website at [www.bendigobank.com.au](http://www.bendigobank.com.au).

## Contact details

You can contact us:

- **in person** – speak to one of our staff at your nearest branch
- **on the phone** – call 03 5485 7800
- **online** – at [bendigobank.com.au](http://bendigobank.com.au)
- **by email** – [fx@bendigoadelaide.com.au](mailto:fx@bendigoadelaide.com.au)

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# Part A – General information

## Key features

Term deposits are investments which provide for a fixed rate of interest for the investment term. A Foreign Currency Term Deposit (**FCTD**) is a term deposit that is denominated in a foreign currency. You must choose the investment term at the time you open your account as this will be one of the factors that determines the rate of interest we pay on your investment.

You should select the currency which most closely suits your needs.

We offer FCTD in permitted currencies only. The currencies in which we currently offer these investments can be obtained from your Financial Markets Dealer.

You can only open a FCTD if you have a Foreign Currency At Call Account with us in your name in the same currency.

Set out below is a summary of the main features of, and restrictions applying to, an FCTD:

Key features of an FCTD Account	
<b>Minimum to open</b>	The equivalent in the relevant foreign currency on the day of opening of AUD 10,000.00.
<b>Investment term</b>	Up to a maximum period of 12 months.
<b>Interest Calculated</b>	Daily
<b>Interest Credited</b>	On maturity date.
<b>Interest Payment Method</b>	Credited to your Foreign Currency At Call Deposit Account or another account we agree with you.

## Key features of an FCTD Account

<b>Withdrawals prior to the maturity date</b>	<p>This product is an investment which is designed to be held to maturity. You can request to make a withdrawal before the maturity date.</p> <p>Generally, we will not approve requests for early withdrawal. However, if we do, any early withdrawals will be subject to a minimum 31 day notice period, unless hardship applies. We may also charge a fee which may result in a reduction of the balance of your FCTD.</p> <p>See clause 4.1 in <i>Part B – Terms and conditions</i> for more information.</p>
<b>Additional deposits</b>	No
<b>Statement frequency</b>	<p>A confirmation with all contractual terms is sent when the term deposit commences.</p> <p>Otherwise, no statement is provided.</p>

## Terms and conditions of your FCTD

The terms and conditions which apply to an FCTD are set out in *Part B – Terms and conditions* below. The terms and conditions explain the way in which the account operates.

## Benefits and risks associated with FCTDs

### Significant benefits

You can invest foreign currency at a fixed interest rate for your selected investment term.

You will earn interest on the money deposited into your investment at the contracted interest rate for the fixed investment term. See clause 5 in *Part B – Terms and conditions* for more information about interest.

During the investment term you are not exposed to interest rate changes on the amount deposited until the end of the investment term.

You can only withdraw money from your account on the maturity date.

### Significant risks

Foreign exchange markets are inherently risky and unpredictable. There is a risk that movements in exchange rates may adversely affect the investment.

As with many investment products, you are also reliant on the ability, in this case, our ability, to meet obligations including payment of your original investment and any interest owed to you at the end of the investment term. To reduce the risk of this not occurring, financial institutions are prudentially regulated by the Australian Prudential Regulation Authority 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.

Significant risks associated with FCTDs are set out in the table below:

Risk	Description
<b>Interest rate risk</b>	If you open an FCTD, and interest rates generally increase during the fixed term, you will not have the benefit of a higher interest rate.
<b>Currency risk</b>	<p>There is a risk that movements in exchange rates may adversely affect the holder of the account if the balance of the account needs to be translated into, or converted to, a different currency.</p> <p>The foreign exchange rate may be less favourable to you than the exchange rate when you opened the FCTD Account.</p>
<b>Counterparty and operational risk</b>	We have operational and financial performance obligations under an FCTD. You need to be satisfied as to our

Risk	Description
	<p>creditworthiness and our ability to perform those obligations.</p> <p>To reduce the risk financial institutions are prudentially regulated by the Australian Prudential Regulation Authority 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.</p>
<b>No cooling-off period</b>	<p>There is no cooling-off period in respect of an investment in an FCTD. You cannot cancel or revoke your application for an FCTD.</p> <p>However, early withdrawal may be possible.</p>
<b>Early withdrawal</b>	<p>This product is an investment which is designed to be held to maturity. You can request to make a withdrawal before the maturity date.</p> <p>Generally, we will not approve requests for early withdrawal. However, if we do, any early withdrawals will be subject to a minimum 31 day notice period, unless hardship applies. We may also charge a fee which may result in a reduction of the balance of your FCTD.</p> <p>See clause 4.1 in <i>Part B – Terms and conditions</i> below for more information.</p>

Risk	Description
<b>Not covered by the Financial Claims Scheme (FCS)</b>	FCTD Accounts are not protected by the Financial Claims Scheme ( <b>FCS</b> ). This is because the FCS only applies to deposit accounts denominated in Australia dollars.

## Commissions

We do not currently charge a commission to establish an FCTD.

## What fees and charges are payable?

No government charges currently apply to your account. However, fees and charges may be payable for transactions such as Telegraphic Transfers used to deposit and withdraw funds from an FCTD.

A schedule of all current fees and charges may be obtained from your Financial Markets Dealer, or our website [www.bendigobank.com.au](http://www.bendigobank.com.au)

## Early withdrawal fee

If you advise us that you intend to withdraw funds prior to the maturity date (the end of the investment term), we may charge you an early withdrawal fee that is our reasonable estimate of the loss we may incur as a result of the early withdrawal. This fee is payable immediately before you withdraw the funds. We only charge this fee to the extent we estimate that we make a loss as a result of the withdrawal. We calculate this fee by calculating, acting reasonably, the value, as at the date of the withdrawal, of the income stream forgone by us as a result of you making the early withdrawal.

# Part B – General terms and conditions

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

## 1 Opening and holding an account

- 1.1 You must provide us with any information we reasonably require to open a deposit.
- 1.2 Subject to the requirements of any law, we may refuse to open a deposit.
- 1.3 A minimum amount of foreign currency is required to open a deposit. The minimum amount that currently applies is set out in the table of key features appearing in *Part A – General information* above.
- 1.4 We offer deposits in certain foreign currencies only. Your Foreign Exchange Dealer can provide currently available currencies.
- 1.5 You must choose an available investment term before you open your deposit. The investment term must not exceed 12 months from the day funds are cleared (see clause 3.1).
- 1.6 A Foreign Currency deposit can only be maintained if you hold both of the following accounts held in the same name:
  - (a) an existing Australian dollar account; and
  - (b) an existing Foreign Currency At Call Deposit 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 or 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 Aboriginal and Torres Strait Islander Peoples in isolated areas.

### Verification

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

### Inability to confirm identity

- 2.9 In the event that we are unable to properly confirm your identity, we may at our sole discretion, reject your application, suspend the operation of your deposit, 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 information we have reasonably requested, we may at our sole discretion, reject your application, suspend the operation of your deposit, refuse transactions and/or place a freeze on your funds until such time as the information is provided.
- 2.11 You provide us with the following undertakings and indemnify us against any direct losses we suffer arising from any breach by you of such undertakings, except to the extent that liability arises due to our fraud, wilful misconduct, or negligence or that of our employees or agents: 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).
- 2.12 More information is available from the Australian Transaction Reports and Analysis Centre (AUSTRAC) 1300 021 037 or our Customer Service Team on 1300 236 344.

### **3 Deposit and withdrawals**

#### **Deposit**

- 3.1 You may only make the initial deposit to open your account by:
- (a) purchasing the relevant foreign currency from us via a foreign exchange contract – our PDS for this product is available by contacting us;
  - (b) a self-initiated transfer of foreign currency into your deposit from another account held with us or another financial institution; or
  - (c) a transfer of foreign currency by another party to your deposit with us (inward telegraphic transfer).

Deposits may not be made in cash.

- 3.2 You may not make any further deposits to an FCTD during its term.

#### **Withdrawals**

- 3.3 On the maturity date (or otherwise if we agree), we will transfer the funds to your Foreign Currency At Call Account with us.
- 3.4 We will not process the withdrawal until the next business day if we:
- (a) receive your instructions to make a withdrawal on the maturity date after the relevant cut-off time for the relevant currency; or
  - (b) agree to allow you to make a withdrawal prior to the maturity date, after the cut-off time relevant to the foreign currency in which your account is denominated. The cut-off time relevant to each foreign currency can be obtained from your Foreign Exchange Dealer.

#### **Early withdrawal**

- 3.5 You may request to make a withdrawal from your deposit before the maturity date.
- 3.6 Generally, we will not approve requests for early withdrawal. However, if we do:
- (a) any early withdrawals will be subject to a minimum 31 day notice period (unless you can show that you need access to the funds earlier due to hardship);
  - (b) the 31 day notice period starts on the day we receive your request;
  - (c) we will make payment to you on the next business day after the 31 day notice period ends;
  - (d) we may charge you an early withdrawal fee – see clause 4 for more details.

**Important!** If you think you may need to access your funds before the maturity date, other deposit products may be more suitable.

#### **Withdrawals cannot be made in cash**

- 3.7 We may not allow a withdrawal unless we have proof of your identity that is satisfactory to us.

## 4 Fee for early withdrawal

- 4.1 If we agree to a withdrawal prior to the maturity date, we may charge you an early withdrawal fee. This fee is our reasonable estimate of the loss we may incur as a result of the early withdrawal. This fee is payable immediately before you withdraw the funds. We only charge this fee to the extent we estimate that we make a loss as a result of the withdrawal. We calculate this fee by calculating, acting reasonably, the value, as at the date of the withdrawal, of the income stream forgone by us as a result of you making the early withdrawal.

## 5 Interest

- 5.1 We pay interest on your account at the rate calculated as described below.

### Interest rate

- 5.2 The interest rate on your deposit is based on the prevailing foreign currency market interest rate for the relevant foreign currency on the first day of the investment term, which may be either positive or negative. The foreign currency market interest rate is adjusted by a margin that reflects the following factors:

- (a) the amount you are depositing and the investment term;
- (b) an allowance for our business costs, including our hedging costs;
- (c) any risks associated with the account; and
- (d) our profit margin.

The profit margin may vary from time to time due to changing market conditions, the liquidity of the foreign currency held, the amount, the term of the investment, and the timing of the transaction. The interest rate that you receive on your deposit is fixed for the term of your investment, irrespective of movements in interest rates subsequent to the date on which your investment is made. You will be advised of your interest rate in the confirmation letter that we will provide to you shortly after the start of the investment term.

## Calculation and crediting of interest

- 5.3 We calculate interest by applying the applicable daily percentage rate to the balance of your deposit at the end of each day. The daily percentage rate is the relevant interest rate divided by the day count convention applicable to the relevant foreign currency in which your account is denominated. The day count convention can be confirmed with your Foreign Exchange Dealer.

The formula is:

$$\text{Interest per day} = \frac{(A \times B)}{C}$$

Where:

- **A** is the balance of your deposit at the of the day;
- **B** is the interest rate divided by 100;
- **C** is the days in a year applying the day count convention for the relevant foreign currency (for example, 365 or 360).

For example: A deposit of EUR 200,000 for 61 days at 2.25% earns interest of  $200,000 \times 61 \times (2.25/100) / 360 = \text{EUR } 762.50$  (360 being the day count convention for the Euro).

- 5.4 If the interest rate on your deposit is negative, this will result in you owing us an amount.
- 5.5 You can elect to have interest credited or debited to your deposit or to another eligible account held with us. An eligible account is either a Foreign Currency At Call Account with us denominated in the same currency as your deposit or another Australian dollar denominated account with us. If the interest is to be credited into another Australian dollar denominated account with us, the interest must first be converted from the relevant foreign currency into Australian dollars through a foreign exchange contract with us.
- 5.6 If you wish to change the account to which your interest is credited or debited, you may do so at any time by giving us notice in writing prior to the maturity date.

- 5.7 Interest will be credited or debited to you on the maturity date, or, if you withdraw your funds before that date, immediately before you withdraw your funds.

## 6 Fees and charges

- 6.1 Full details of current fees can be found in the Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates. A copy of the Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates can be obtained by contacting any of our branches, by telephoning 1300 236 344 or by visiting our website at [www.bendigobank.com.au](http://www.bendigobank.com.au).

## 7 Your investment options

- 7.1 We will not provide notice to you of the impending or actual expiry of the investment term and your investment will not automatically rollover to a new deposit.
- 7.2 Before the maturity date you may contact us to provide instructions regarding your investment. At this time you may instruct us to renew your investment or you may advise us that you wish to close the deposit or withdraw the balance of your deposit.

## 8 What happens on the maturity date

- 8.1 On the maturity date, we will automatically deposit your investment to your foreign currency account in the same name.
- 8.2 If you instruct us to renew your investment, it will be renewed from the maturity date. You will be advised of your new interest rate (which will be the interest rate prevailing at that time for the relevant foreign currency adjusted in accordance with clause 5.2) in the confirmation letter we will provide you at the time your investment is renewed. Your interest rate will then be fixed for that investment term.
- 8.3 If your investment is renewed (either in accordance with clause 8.1 or 8.2 above), the terms and conditions in the PDS will apply, as if the amount of the investment that is renewed and the renewal were an initial deposit.

## 9 Confirmation letters and confirmation of transactions

- 9.1 Shortly after you open a deposit account, you will receive a confirmation letter. Your confirmation letter will record the details of your investment and will include such information as the date and amount of your initial deposit, the maturity date, the investment term and the interest rate applicable. You must check your confirmation letter and immediately notify us if you notice an error on that confirmation letter. You agree that a letter of confirmation and confirmation of transactions are methods other than a statement of account that will be used to record transactions.
- 9.2 You should keep all confirmation letters safe for future reference.
- 9.3 We strongly advise you to keep all confirmation letters in a safe place, as you may need them to do things such as complete tax returns. If you misplace a confirmation letter or need us to provide you with information about your account, such as interest credits for tax purposes, we can help by conducting a search of our records. You may contact your Foreign Exchange Dealer.
- 9.4 You agree that confirmation of transactions involving your account may be provided by us to you by you contacting your Foreign Exchange Dealer.

## 10 Joint accounts

This clause applies if an account is in two or more names jointly.

### Understanding your obligations

- 10.1 We may allow you to operate accounts jointly with other persons or entities.
- 10.2 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.
- 10.3 A joint account may only be operated on the signatures of all joint account holders.

- 10.4 You agree that each of you act as an agent for the other and that we can send a copy of a notice or statement to all or any one of you, except where we are legally obliged to do otherwise.
- 10.5 You agree that each joint account holder may have access to information about the account without the consent of the other joint account holders.
- 10.6 If any of you die, the account will be treated as the account of the surviving account holders only.

## 11 Authorised signatories

- 11.1 You may ask us, in writing, to authorise one or more other people to operate your account. We do not have to agree to your request but if we agree, we can impose conditions. If we do not agree to your request, we will notify you.
- 11.2 A person that is authorised to use your account is called an authorised signatory. You can arrange to have this authority revoked at any time. If you want to revoke the authority of an authorised signatory, you must notify us in writing.
- 11.3 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.
- 11.4 When an authorised signatory instructs us to carry out an action, or makes a transaction, we will act on the instructions of that person. We are not required to make any inquiries in relation to any instructions received by an authorised signatory in relation to your account. You are wholly liable for any loss or damage you or a third party suffers as a result of us acting upon those instructions.
- 11.5 You consent to us giving an authorised signatory information about your account.

## 12 Closing your account

- 12.1 We may close your account at any time, due to unsatisfactory conduct or if we consider it necessary to prevent fraud or other losses to you or us or to protect our legitimate interests, by giving you notice that is reasonable in all the relevant circumstances and reimbursing you for any amount 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.
- 12.2 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.
- 12.3 If your account is closed:
- (a) you will be liable for any transactions that were not processed, or that occur, on the account at the time the account is closed; and
  - (b) you must pay to us on demand all unpaid fees and charges prior to closure of the account.
- 12.4 We reserve the right to withdraw any particular type of account or currency from offer without notice.
- 12.5 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.

## 13 Changes we can make

We may make changes to these terms and conditions or a service we provide to you. This clause explains what changes we can make, how much notice we will give you before the change begins and how we will notify you. **It is important that you keep your contact details up to date.**

### Types of changes and notice

- 13.1 The table below sets out the types of changes we can make and the notice period we will give you before we make the change.

- 13.2 Generally, we will notify you about a change as soon as reasonably possible. However, we do not have to give you notice (or we can give you shorter notice) if it is reasonable for us to not do so in order to manage an immediate and material risk.
- 13.3 If you do not accept a change we make, you can end your obligations by closing your account.
- How we will notify you of changes**
- 13.4 If we have to give you notice of a change we will notify you by one or more of the following methods:
- (a) by giving you written notice (this can include printed communications or electronic communications such as internet banking, app notifications, emails, publishing notices on our website or another platform and notifying you about the notice); or
  - (b) by advertisement in the national or local media; or
  - (c) by notifying you in any other way permitted by law; or
  - (d) through any other method we have agreed with you.

Type of change	Notice
<p><b>Interest rates</b></p> <p>A change to an interest rate (however, we will not change the interest rate agreed on your deposit during the investment term).</p> <p>A change to the method, frequency of calculation, or crediting or debiting of interest (or fees in the nature of interest).</p>	At least 30 days' notice.
<p><b>Payments</b></p> <p>A change to:</p> <ul style="list-style-type: none"> <li>• the amount of your repayments; or</li> <li>• the timing, frequency or method of calculation of payments.</li> </ul>	At least 30 days' notice.
<p><b>Fees and charges</b></p> <p>A change to:</p> <ul style="list-style-type: none"> <li>• the amount of our existing fees and charges; or</li> <li>• the timing of charging, debiting or crediting fees and charges.</li> </ul> <p>Introducing a new fee or charge.</p>	At least 30 days' notice.
<p><b>Government charges</b></p> <p>A change to a fee or charge set by the government, including introducing a new fee or charge.</p>	<p>We do not have to give you notice if the change is published by the government.</p> <p>Otherwise, at least 30 days' notice.</p>
<p><b>Changes in law</b></p> <p>A change required or desirable to be made to comply with, or meet the standard in, any law, or guidance or requirements of a regulator, or decision of a court or dispute resolution process.</p>	At least 30 days' notice.

Type of change	Notice
<p><b>Other changes</b></p> <p>A change if:</p> <ul style="list-style-type: none"> <li>• we reasonably consider you will benefit from it; or</li> <li>• it is made to simplify these terms and conditions; or</li> <li>• it is administrative or minor or corrects an error, inconsistency or omission; or</li> <li>• it reflects a change to, or is made for consistency with, our business or technological systems; or</li> <li>• we modify, add, remove or substitute a product feature or services; or</li> <li>• it is made for security reasons; or</li> <li>• it is otherwise reasonably made; or</li> <li>• it is reasonably necessary to meet best industry practice or to protect our legitimate interests.</li> </ul>	<p>As soon as reasonably possible if we do not consider the change will be adverse to you.</p> <p>Otherwise, at least 30 days' notice.</p>

## 14 Tax

14.1 The information in this section is general information only. You should consult your own independent professional adviser regarding the tax consequences of operating the account, to take into account your own personal circumstances.

14.2 The interest earned on your account must be included in your assessable income.

### **Quotation of Tax File Numbers and/or Australian Business Numbers**

14.3 If you do not already have a Tax File Number, or if applicable, an Australian Business Number, you may wish to apply for one from the Australian Taxation Office.

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

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

14.5 You may be exempt from the withholding rules above, even if you do not provide a Tax File Number or an Australian Business Number. In this case you should advise us of your type of exemption and provide any supporting documentation we may require. Certain groups, clubs and/or organisations who are not required to lodge tax returns, are exempt from giving a Tax File Number or, if applicable, Australian Business Number.

14.6 We are required to report annually to the Australian Taxation Office details of interest or income earned by customers, any Tax File Number withholding amounts deducted and Tax File Numbers quoted.

14.7 As you may be eligible for a tax refund, you will need to include details of the withholding tax deductions on your taxation form.

14.8 Information concerning Australian Business Numbers may be obtained from the Australian Business Registrar (the Commissioner of Taxation). You will find your Tax File Number on your income tax assessment, or you can inquire at your nearest Australian Taxation Office.

- 14.9 Collection of Tax File Number information by us is authorised and its use and disclosure are strictly regulated by tax laws and the *Privacy Act 1988* (Cth). Under the tax laws the Australian Business Registrar may give access to an entity's Australian Business Number and no privacy provisions apply to the Australian Business Number itself.
- 14.10 More information on Tax File Numbers and Australian Business Numbers is available from the Australian Taxation Office.

#### **Australian Tax Position of Non-Resident Investors**

- 14.11 If you are not an Australian resident (for tax purposes), Australian non-resident withholding tax may be withheld from your distributions at the prescribed rates issued from the Australian Taxation Office unless an exemption applies. You may be entitled to claim a tax credit in your home country for this tax.

## **15 Privacy**

- 15.1 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.
- 15.2 You can obtain information about privacy in our Privacy Policy which is available upon request at any of our branches or on our website [www.bendigobank.com.au](http://www.bendigobank.com.au).

## **16 Make a Complaint**

If you have a complaint about our services, you can refer your complaint directly to the appropriate external dispute resolution scheme. However, we consider Internal Dispute Resolution (**IDR**) to be an important and necessary step in the complaint handling process as it gives us an opportunity to hear when we do not meet our customers' expectations and address them genuinely, efficiently and effectively.

You can raise your complaint with us by:

- (a) speaking to a member of our staff directly or your Foreign Exchange Dealer;

- (b) telephoning 1300 236 344;
- (c) website [Make a complaint | Bendigo Bank](#);
- (d) secure email – by logging into e-banking;
- (e) contacting us through a Bendigo Bank social media channel;
- (f) contacting Customer Resolutions at:
- Email: [feedback@bendigoadelaide.com.au](mailto:feedback@bendigoadelaide.com.au);
  - Post: Reply Paid 480 Bendigo VIC 3552.

If you have contacted us in the first instance and are not satisfied with our response you can refer your complaint to the appropriate external dispute resolution scheme.

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

Australian Financial Complaints Authority  
GPO Box 3

Melbourne VIC 3001

Telephone: 1800 931 678

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

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

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

GPO Box 5218

Sydney NSW 2001

Telephone: 1300 363 992

Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

Web: [www.oaic.gov.au](http://www.oaic.gov.au)

## 17 If you have changed your address or name

- 17.1 If you have changed your address (home, business or email, where relevant), you must provide us with your new address as soon as possible, either by phoning 1300 236 344 or by writing to your local branch, your Foreign Exchange Dealer or our head office.
- 17.2 If you have changed your name, we will need to amend our records as soon as possible. Before amending our records, we will require evidence of your name change, such as a marriage certificate, birth certificate, decree nisi or dissolution of marriage, or certificate of registration of change of name.
- 17.3 You should advise us of the details of all of your accounts so that all our records can be changed.

## 18 Banking Code of Practice

- 18.1 Where you are an individual or small business for the purposes of the Banking Code of Practice, the Banking Code of Practice (where relevant) applies to this product.
- 18.2 You should inform us promptly if you are experiencing financial difficulty so that we may discuss your situation.
- 18.3 Information on current standard fees, charges and any interest rates is available on request.

## 19 Other

- 19.1 We can decide, acting reasonably, the order in which payments will be processed.
- 19.2 If we determine, acting reasonably, that a payment or credit to an account was an error, made by mistake (for example, where the sender entered or selected the account details by mistake) or was made in connection with fraud or a scam (including where the funds are the proceeds of fraud or a scam payment) we may return the amount to the sender or the person to whom we reasonably believe is legally entitled to the funds and debit the account. If we do, your and our rights and obligations will be the same as if the payment or credit was never made and we may make adjustments to the account to reflect this. If

the payment is a mistaken internet payment we will act consistently with any other parts of these terms and conditions that deal with mistaken internet payments and the ePayments Code (where it applies).

- 19.3 Notices and other communications for us may be:
- (a) given personally to one of the Foreign Exchange Dealers at your local branch or sent by post to our registered office; or
  - (b) given by any other means permitted by law.
- 19.4 Subject to the requirements of any law, communications for you may be:
- (a) given to you personally or left at:
    - (i) any address specified by you; or
    - (ii) your residential or business address last known to us or your registered office;
  - (b) sent by prepaid post to any of the places listed in clause 19.4(a) above;
  - (c) given electronically;
  - (d) given by any other means permitted by law.
- 19.5 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.
- 19.6 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.
- 19.7 General descriptive information concerning banking services is available from us on request.

- 19.8 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.
- 19.9 Nothing in this agreement has the effect of excluding, restricting or modifying rights in the Australian Securities and Investments Commission Act or Competition and Consumer Act, which cannot be excluded, restricted or modified by agreement. If your account is of a kind not ordinarily acquired for personal, domestic or household use, our liability is restricted to re-supplying the services or the cost of re-supplying the services.
- 19.10 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.
- 19.11 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. Where that information is confidential, we will ensure that it is held confidentially by the person to whom we assign our rights.
- 19.12 If you are in default, we may use any money you have in another account with us towards satisfying overdue amounts. We may do this without giving you any notice, but we will tell you afterwards. When exercising this right, we will comply with any applicable requirements of the Code of Operation for Department of Human Services and Department of Veterans' Affairs Direct Credit Payments. We will not exercise this right in connection with amounts you owe in respect of any credit facility which you hold with us that is regulated by the National Credit Code:
- (a) while we are actively considering your financial situation as a result of your hardship application (we may ask you, as a condition of not exercising our right to combine your accounts, to agree to retain funds in an account until our decision on your hardship application has been made); or
  - (b) while you are complying with an agreed arrangement with us resulting from our consideration of your hardship application.
- 20 Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF)**
- 20.1 We are committed to the regulatory requirements for anti-money laundering and counter-terrorism financing.
- 20.2 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; and
  - (c) report any, or any proposed, transaction or activity to anybody authorised to accept such reports relating to AML or any other law.

## 21 Meaning of words

Definition	Meaning
<b>authorised signatory</b>	Has the meaning given in clause 11.
<b>Banking Code of Practice</b>	The Australian Banking Association's banking code of practice adopted by us, and as updated from time to time.
<b>business day</b>	A day when we are open for business in Sydney, excluding a weekend or public holiday and excluding any public holiday in the country of the relevant foreign currency.
<b>FCTD</b>	A Foreign Currency Term Deposit.
<b>government charges</b>	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.
<b>initial deposit</b>	The amount you initially deposit with us when you open your account.
<b>investment term</b>	The period that you choose (see clause 1.5) for your FCTD. It is the period for which the interest rate that applies to your investment is fixed.
<b>law</b>	Includes 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).
<b>maturity date</b>	The day on which your investment term expires.
<b>terms and conditions</b>	The terms and conditions set out in this document and any confirmation letter sent to you in relation to your account.
<b>we and us</b>	Bendigo and Adelaide Bank Limited, ABN 11 068 049 178, AFSL No. 237879.
<b>you</b>	The holder of an account or if there are more than one of you, all of you jointly and each of you severally.

## 22 Interpretation

22.1 In these terms and conditions unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation; and
- (b) the singular includes the plural and the plural includes the singular; and
- (c) a reference to a document includes any variation, replacement or novation of it; and
- (d) the meaning of general words is not limited by specific examples introduced by "including", "for example", "e.g.", "such as" or similar expressions; and
- (e) words of one gender include any gender; and
- (f) a reference to "\$", "dollars", "AUD" or "AUD\$" is to Australian dollars; and
- (g) a reference to a law includes the general law and legislation and any amendment to it, any legislation substituted for it, and any subordinate legislation made under it; and

- (h) a reference to a person includes a corporation, trust, partnership, joint venture, association, government body, firm and any other entity; and
- (i) a reference to a party includes that party's personal representatives, successors and permitted assigns; and
- (j) a reference to a thing (including a right) includes a part of that thing; and
- (k) a reference to two or more persons means each of them individually and any two or more of them jointly; and
- (l) a thing to be done on a day which is not a business day must be done on the next business day; and
- (m) another grammatical form of a defined expression has a corresponding meaning

## Talk to us today

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**In person** At your nearest  
Bendigo Bank branch

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**On the phone** Call **03 5485 7800**

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**Online** At  
[bendigobank.com.au](https://www.bendigobank.com.au)

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**By mail** The Bendigo Centre  
PO Box 480  
Bendigo VIC 3552

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