

Bendigo Home Equity Loan (Regulated).

Terms & Conditions.

15 May 2025

Bendigo Home Equity Loan
Bendigo HomeBuyer Power

Bendigo and Adelaide Bank Limited

The Bendigo Centre

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

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Bendigo Home Equity Loan

Standard Terms and Conditions

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

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

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

1. What We Lend

- 1.1 We agree to provide *you* with a credit facility.
- 1.2 An *overdraft facility* is an 'at call' facility.
- 1.3 However, we will not provide the *overdraft facility* until we have received:
 - each *security* and any documents we require in relation to any *security*;
 - evidence of any insurance we require;
 - any report or valuation we require;
 - any certificate of independent advice from a solicitor we require;
 - any certificate of financial advice from a financial adviser we require;
 - any direct debit authority we require;
 - evidence that *you* have paid or have made satisfactory arrangements to pay any applicable conveyance or transfer stamp duty or similar impost in connection with each *security*; and
 - any other document or information we reasonably require.
- 1.4 We can end this *contract* before we have lent *you* the *overdraft facility* if:
 - (a) any of the items listed at clause 1.2 above are not provided to *us* or are not paid or are not satisfactory to *us*;
 - (b) *you* or a *security provider's* financial circumstances have significantly changed since the *disclosure date*;
 - (c) any *security* has been withdrawn, released or is otherwise ineffective;
 - (d) any information which *you* or a *security provider* gave to *us* or which we have about *you*, a *security provider* or any *security* is not correct or has changed since we obtained it;
 - (e) *you* or a *security provider* is in default under this *contract* or a *security*; or
 - (f) *you* or a *security provider* is *insolvent*.
- 1.5 We can end this *contract* if *you* have not obtained any of the *overdraft facility* within 90 days of the *disclosure date*.
- 1.6 We can debit all or any part of the credit provided under the *overdraft facility* to *your overdraft account*. We can debit it (so that *you* pay interest charges on the amount) on the day we provide *you* the amount (if we lend *you* the amount by posting a cheque, this is the day we post that cheque). If *our* solicitors provide or are to provide any of the credit to *you* or at *your* request (such as on the settlement of a property purchase), the day we provide *you* the amount is the day we provide the funds to *our* solicitors.
- 1.7 If any of the credit under the *overdraft facility* is to be used to pay out any other *account* *you* have with *us*, then we will affect the payout by crediting that other *account* with the amount required to pay it out and, at the same time, debiting that amount to *your overdraft account*.
- 1.8 If this *contract* is ended *you* must still pay all amounts *you* are required to pay up to that time under this *contract*. If this *contract* is ended before *you* have obtained any of the credit, or used a *card* or other means of obtaining

credit provided to you by us to acquire goods or services for which credit is to be advanced under the contract, you must also pay all amounts you are required to pay under this contract on the settlement date except for fees and charges in respect of our costs we no longer have to pay.

2 **Borrowing Methods**

You may obtain credit under your overdraft facility by:

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

3 **Payable on Demand**

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

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

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

4 **Credit Limit**

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

5 **Cancellation of the Overdraft Facility**

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

6 **Joint Accounts**

- 6.1 This clause 6 applies if more than one person is named in the Schedule as a "Borrower".
- 6.2 Your liability under these terms and conditions is both joint and several. This means that each of you is liable both on your own and together for the whole of any debit balance on your overdraft account.
- 6.3 Subject to clause 6.4, it is up to all of you to specify how many persons must sign in order to operate your overdraft account. Account operating instructions are part of your contract with us and may only be altered by written notification to us, signed by all of you.
- 6.4 Where you have chosen to have card access to your overdraft account, each of you has access to your overdraft

account. As signature is not required to access your overdraft account via a card, it is not possible for you to specify that more than one person must sign in order to operate your overdraft account.

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

7 Authorised signatories and operating instructions

- 7.1 You may ask us, in writing, to authorise one or more other people to access and operate your account.
- A person who is authorised to operate your account is called an authorised signatory. This includes:
- (a) A person who is authorised to access and operate your account without a card – an authorised signatory;
 - (b) A person who is authorised to access and operate your account with a card – an additional cardholder; and
 - (c) A third party authorised by you to use Bendigo Phone Banking or Bendigo e-banking to access or access and operate your nominated account and who is registered with us as an authorised user for use of Bendigo Phone Banking or Bendigo e-banking - an authorised user.
- 7.2 Where there is more than one authorised signatory you must specify how many of the authorised signatories must authorise a transaction in order to operate your account. Your instructions in relation to how many authorised signatories must authorise a transaction in order to operate your account are called operating instructions.
- 7.3 We do not have to agree to your request to add an authorised signatory to your account, but if we agree we may impose conditions. If we do not agree to your request, we will notify you.
- 7.4 Where you request that a person be authorised as an additional cardholder, and where we agree to that request:
- (a) that person must be:
 - i. 12 years or older (for a Bendigo debit card); or
 - ii. 16 years or older (for all other cards).
 - (b) we will issue to that person a card linked to your account ("additional card");
 - (c) you authorise us to debit your account with all transactions made using the additional card and you will be responsible and liable for these transactions as if you had made them yourself;
 - (d) these terms and conditions apply to the additional card in the same way that they apply to your card.
- 7.5 In relation to an authorised user, you may request a maximum daily withdrawal limit to apply to your authorised user(s). This limit may include \$0 or view only access.
- 7.6 You can arrange to have the authority of an authorised signatory cancelled, stopped or revoked, or your operating instructions changed at any time. If you want to do this you must notify us in writing. You must also return to us any card (cut in half for your protection) or cheque book that we have issued to that person. You remain responsible for all transactions made using an additional card or cheque book until they are returned to us, or you have taken all reasonable steps to return them to us.
- 7.7 We are entitled to act on all instructions given by your authorised signatories in accordance with your operating instructions (including appointing a new authorised signatory or revoking the authority of an authorised signatory) unless the authorised signatory is an authorised user who can only access, but not operate, your account in which case we will only act on the instructions of that person in so far as they relate to accessing your account. We are not required to make any inquiries in relation to any instructions received by an authorised signatory in relation to the operation of your account.
- 7.8 These terms and conditions other than this clause apply to the authorised signatory in the same way that they apply to you.

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

8 Interest Charges

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

9 Fees and Charges

- 9.1 You must pay to us the following fees and charges (which are authorised by this *contract*):
- *government transaction charges*; and
 - the *credit fees and charges* set out in the *Schedule* which are payable as set out in the *Schedule*; and
 - any other standard fees and charges (apart from *credit fees and charges* and *government transaction charges*) we impose from time to time (see Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates as amended from time to time).
- 9.2 We can debit these fees and charges to your *overdraft account*.
- 9.3 We can debit *government transaction charges* to your *overdraft account* when the receipt or withdrawal to which those charges relate occurs.
- 9.4 We can change the fees and charges. If any *law* regulates that change, we may only change to the extent permitted by, and subject to, the requirements of that *law*. We can also change the *contract* to introduce new *credit fees and charges* (see clause 18).

10 What You Owe Us

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

11 Statements

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

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

You can request a statement of *account* or query a transaction on *your* statement of *account* at any time by contacting any of *our* branches or telephoning 1300 236 344.

12 Over the Limit Payments

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

13 Application of Payments

- 13.1 Payments received by *us* under the *contract* may be applied by *us* to any amounts *you* owe *us* under the *contract* in any order we determine.
- 13.2 If *you* have any other credit *contract* with *us* and *you* make a payment to *us* without telling *us* how the payment is to be applied, we will apply the payment to all or any of the credit *contracts* in any way we think fit.

14 Inconsistency

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

15 Banking Code of Practice

- 15.1 The Banking Code of Practice applies to the *contract*.
The Banking Code of Practice is a code of conduct which sets standards of good banking practice for *us* to follow when dealing with *you*. *You* can obtain a copy of the Banking Code of Practice available from any of *our* branches or by visiting *our* website at www.bendigobank.com.au
- 15.2 *You* should inform *us* promptly if *you* are in financial difficulty so that we may discuss *your* situation.

16 Account Combination

- 16.1 We may at any time combine the balances of 2 or more of *your accounts* even if the *accounts* are at different branches or in joint names. For example, we may do this if *you* exceed the *credit limit* applicable to *your overdraft account* and the other *account* is in credit. In this situation the credit in one *account* would be used to reduce the debit balance in the other *account*. We will promptly inform *you* if we combine *your accounts*. We need not notify *you* in advance.
- 16.2 If *you* are a recipient of Centrelink benefits, we will act in accordance with *our* obligations under the Code of Operation: Recovery of Debts from Customer Nominated Bank Accounts in receipt of Services Australia income support payments or Department of Veterans Affairs' payments when exercising *our* right to combine *accounts*.
- 16.3 We will not exercise *our* right to combine *your accounts* in connection with amounts *you* owe in respect of any credit facility which *you* hold with *us* that is regulated by the National Credit Code:
- (a) while we are actively considering *your* financial situation as a result of *your* hardship application (we may ask *you*, as a condition of not exercising *our* right to combine *your accounts*, to agree to retain funds in an *account* until *our* decision on *your* hardship application has been made); or
 - (b) while *you* are complying with an agreed arrangement with *us* resulting from *our* consideration of *your* hardship application.

17 Enforcement Expenses

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

18 Security

- 18.1 If the *security* includes a mortgage:
- *you* must ensure the mortgagor's obligations under the mortgage are performed;
 - any expenses reasonably incurred by *us* in preserving or maintaining property subject to that mortgage (*including* insurance, rates and taxes payable for that property) after a breach occurs and which are authorised by the mortgage will be an enforcement expense under clause 17; and
 - if the property the subject of that mortgage can be insured, *you* must ensure insurance over mortgaged property is taken and maintained. If *you* do not, we may take out that insurance and any premium we pay will be an enforcement expense under clause 17.
- If the *security* includes a guarantee, *you* must ensure that the guarantor's obligations under the guarantee

are performed.

- 18.2 Your obligations under the *contract* are not covered by any *security interest* other than any *security interest* referred to in the *Schedule* or the subject of a specific acknowledgement from you that it covers your obligations under the *contract*, even if you or someone else have given us a *security interest* for all your debts to us.

19 Changes

- 19.1 Acting reasonably, we can change this contract (such as by varying an existing provision or adding a new provision) at any time without your consent including:

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

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

We can only make changes to the extent reasonably necessary to protect *our* legitimate interests, or to benefit you, including:

- (i) changes because of changes to *our* cost of funds or other costs of doing business or to ensure that we receive an adequate return on assets;
- (ii) changes because of requirements of laws or industry codes of practice, prudential standards, court decisions, decisions of *our* dispute resolution scheme, guidance or directions from regulators, and similar reasons;
- (iii) changes due to changes in the way we operate *our* business or *our* systems;
- (iv) changes we think are necessary to fix errors or to make things clearer;
- (v) changes for information security or similar purposes;
- (vi) changes to reflect market practice or standards or to keep *our* products competitive and meeting customer expectations and needs; or
- (vii) changes made for other good reasons.

If we make a change to this contract without *your* consent that is not acceptable to you, you can pay the amount you owe us and end this contract. You may have to pay other fees that are payable when the balance is repaid in full or a *security* is discharged.

- 19.2 We will notify you of changes as set out below:

Type of change	Minimum notice period*	Notification method**
Introducing or changing fees and charges (including timing)	30 days in advance	In writing or by newspaper advertisement
Interest rate changes (other than those below) (This does not apply to rates linked to money markets or other external rates (which we do not control for which we cannot notify changes in advance.) These changes take effect from the earlier of the date you receive notification, or they are first published.	No later than the date of the change	In writing or by newspaper advertisement
A change to the: <ul style="list-style-type: none"> • method by which interest is calculated or applied • frequency with which interest is debited or credited 	30 days in advance	In writing
Introducing or changing any Government charge or tax (Note: we will only notify you if not publicised by the government separately)	30 days in advance	In writing or by newspaper advertisement
A change to amount of, frequency or time for repayments, the period over which they are to be paid, the manner in which they are to be paid or the method of calculation of repayments	30 days in advance	In writing
Changes: <ul style="list-style-type: none"> • of an administrative nature or which we 	30 days in advance, or shorter if the change is not adverse to you	In writing, by newspaper advertisement or on our website, in

make in order to fix an error, inconsistency or omission • to replace a reference rate or index with a different reference rate or index • to modify our products or services to improve our customer service • to make the contract consistent with our internal processes, including technology improvements • which we consider necessary or desirable to meet best practices in our industry		any other case
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*We may not give you advance notice if a change reduces your obligations (for example if the interest rate drops) or if you get longer to pay, but we will nevertheless give you notice with your next statement.

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

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

- it is reasonable for us to manage a material and immediate risk, or
- there is a change to, or introduction of a government charge that you pay directly, or indirectly, as part of your banking service. In that case, we will tell you about the introduction or change reasonably promptly after the government notifies us (however, we do not have to tell you about it if the government publicises the introduction or change).

20 Review

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

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

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

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

20.3 After a review, if we reasonably consider that:

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

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

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

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

21 General Matters

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

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

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

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

21.5 We may only exercise our rights under a term of this *contract* to the extent (if any) reasonably necessary to protect *our* legitimate interests. This clause applies to a term of this *contract*, despite any other term of this *contract*; if it:

- (a) is subject to unfair contract terms legislation; and
- (b) is to *our* advantage; and
- (c) causes a significant imbalance in the rights and obligations of *you* and *us* under this *contract*; and
- (d) would cause detriment to *you* if we applied the term or relied on the term.

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

- 21.6 To the full extent permitted by law we are not liable for any loss (*including* any consequential loss) caused by the exercise or attempted exercise of, failure to exercise or delay in exercising, a right or remedy to the extent it was not caused by the negligence, fraud or wilful misconduct of *us*, *our* employees or agents or a receiver appointed by *us*.
- 21.7 Information on current interest rates and fees and charges is available on request by contacting any of *our* branches or telephoning 1300 236 344.

Our Certificates

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

Assignment

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

Valuations

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

Blanks

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

Notices, Other Communications and Serving Documents

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

Consumer Credit Legislation

- 21.16 Clauses 21.17 and 21.18 apply to the extent that the National Credit Code applies to this *contract*. The National Credit Code is government legislation designed to standardise and regulate credit practice within Australia. The National Credit Code sets out requirements we must meet and follow when providing certain credit to *you*, and some rights *you* have when dealing with *us*. A copy of the National Credit Code or more information can be obtained from the National Credit Code website at www.asic.gov.au/credit

21.17 If:

- (a) that Code would otherwise make a provision of this *contract* illegal, void or unenforceable; or
- (b) a provision of this *contract* would otherwise contravene a requirement of that Code or impose an obligation or liability which is prohibited by that Code, this *contract* is to be read as if that provision were varied to the extent necessary to comply with that Code or, if necessary, omitted.

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

Set-Off

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

Severance

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

Applicable Law

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

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

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

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

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

23 Liability

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

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

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

24 Periodical Payments and Direct Debits

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

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

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

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

24.4 To either change or cancel any Regular Payment Arrangement set up using your card number you should contact the merchant at least 15 days prior to the next scheduled payment. Until you attempt to cancel the Regular

Payment Arrangement with the merchant directly we must accept the merchant's transaction. If possible you should retain a copy of their change/cancellation request. Should the merchant fail to act in accordance with these instructions you may have rights to dispute the transaction.

- 24.5 Should your card number be changed i.e. as a result of lost or stolen card you must request the merchant to change the details of your existing *Regular Payment Arrangement* to ensure arrangements continue. If you fail to undertake this activity your *Regular Payment Arrangement* either may not be honoured by us or the merchant may stop providing the goods and/or services.
- 24.6 Should you elect to close your card account or your account is closed by us you should contact the merchant to amend any *Regular Payment Arrangement* set up using your card number; as the merchant may stop providing the goods and/or services.
- 24.7 It is important that the difference between your *overdraft account* balance and your *credit limit* is sufficient to cover periodical payments and direct debits when they are due.
- If the balance is insufficient, any direct debits are returned unpaid (dishonored) to the originating third party. However we will attempt to make periodical payments from your *overdraft account* before 8am for three consecutive days. Another attempt will be made on the fourth day and if still unsuccessful, you will be notified in writing that no more attempts will be made and you should call into one of our branches to arrange payment. A fee will be debited to your *overdraft account* in these circumstances. (see clause 8)
- If the balance is insufficient on three consecutive payment due dates, the authority is cancelled and you are notified in writing.
- 24.8 If you cancel a direct debit, periodical payment or sweep facility, we must receive your instructions at least 1 business day prior to the due date of the next payment, otherwise that payment may nevertheless be made. For direct debit cancellations we may suggest that you contact the merchant concerned.

25 Meaning of Words

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

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

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

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

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

It comprises:

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

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

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

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

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

"daily balance" means:

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

the end of that day; and

- for any other day, the *debit balance of your overdraft account* at the end of that day.

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

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

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

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

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

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

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

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

“insolvent” means

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

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

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

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

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

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

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

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

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

“security” means each *security interest* described in the *Schedule* under “Security” and any substitute or additional *security interest* given or to be given in connection with this *contract*.

“security interest” means any mortgage, charge, lien, pledge, trust, power or other rights given or to be given as or in effect as *security* for the payment of money or performance of obligations. *Security interest* also

includes a guarantee or an indemnity.

“security property” means the property the subject of any *security*.

“security provider” means each *person* (other than *you*) who gives a *security*.

“settlement date” means the date we first provide *you* with all or any part of the credit under the *overdraft facility*.

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

“such as” see including.

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

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

A reference to:

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

Bendigo and Adelaide Bank Limited

ABN 11 068 049 178

AFSL/Australian Credit Licence 237879

Electronic Banking Conditions of Use

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Some of the words used in these Conditions of Use have special meanings. When a word with a special meaning is used, it is printed in *italics* (like this). These special meanings are set out in Clause 14 of these Conditions of Use.

1 Scope of these Conditions of Use

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

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

These Conditions of Use do not apply:

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

2 Codes of Practice

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

3 Personal Details

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

4 Your Card

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

5 Additional Cards

- 5.1 An *account* holder who is a cardholder can nominate another *person* to have an additional *card* and have access to the *account*. The *person* must be 16 years or older. These Conditions of Use apply to any additional *card* in the same way as they apply to *your card*. This means that any additional cardholder has the same obligations to us concerning an additional *card* as you have to us concerning *your card*. Each *account* holder will be legally liable to us under these Conditions of Use for all actions and omissions of each additional cardholder and for all use (whether authorised or unauthorised) of an additional *card* by any *person*.
- 5.2 You can arrange to have the authority of an additional cardholder cancelled, stopped or revoked at any time. If you want to cancel, stop or revoke the authority of an additional cardholder to access and operate *your account*, you must notify us in writing and return to us any *cards* (cut in half for *your* protection) that we have issued to that *person*. Cancelling, stopping or revoking the authority of an additional cardholder will not be

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effective until the additional *card* is surrendered or *you* have taken all reasonable steps to have the *card* returned to *us*.

6 Our Right to Cancel Your Card

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

7 Receipts and Statements

- 7.1 When *you* use an *EFD* to access *your account* we will provide *you* with a record of *your* transaction, unless *you* specify that a record is not required. Make sure *you* check *your* record of the transaction and keep it to reconcile to *your* statement.
- 7.2 We send *you* a statement of *account* at least once every three months (not always on the same day of each month). However, we need not send a statement of *account* monthly if:

- no amount was credited or debited to *your account* during the statement period and the balance on *your account* is less than \$10;
- we wrote off *your* debt during the statement period and no further amount has been debited or credited to *your account* during the statement period; or
- *you* have been in default under this *contract* for at least 3 months and we cancelled *your card* before the statement period started and have not provided further credit to *you* during the statement period.

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

8 If the EFD Malfunctions

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

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

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

9 Use of EFDs

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

- 9.2 *You* may link *your card* to:

- a *primary demand deposit account*
- a *primary mortgage loan account*.

- 9.3 *You* can use *your card* to carry out the following transactions at any of *our* automatic teller machines:

- Make deposits to a *primary demand deposit account* and a *primary mortgage loan account*.
- Make withdrawals from a *primary demand deposit account*.
- Transfer money from a *primary demand deposit account* to a *primary mortgage loan account*.

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- Get *account* balances for a *primary demand deposit account*.
- 9.4 You can use *your card* at an automatic teller machine operated by a financial institution other than *us* to carry out the following transactions:
 - Withdrawals from a *primary demand deposit account*.
 - Get *account* balances for a *primary demand deposit account*.
- 9.5 You can use *your card* at an *EFTPOS* terminal to withdraw cash from a *primary demand deposit account*
- 9.6 You can use *your card* at a Bank@Post™ terminal to carry out the following transactions:
 - Withdrawals from a *primary demand deposit account*.
 - Deposits to a *primary demand deposit account*.
 - Get an *account* balance for a *primary demand deposit account*.

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

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

11 Card and PIN Security and Unauthorised Transactions

- 11.1 Keep *your card* and *PIN* secure
 - 11.1.1 Your *PIN* is confidential. It is your electronic signature. You must keep *your PIN* and *card* secure. You may be legally liable if someone else uses *your card* and/or *PIN* without your permission, (see condition 11.3).
 - 11.1.2 Make sure you:
 - Sign *your card* as soon as you receive it, if it includes a signature panel.
 - Memorise *your PIN* and then destroy any written record you have of it. If you cannot remember *your PIN* without assistance do not record *your PIN* on *your card* and do not store or carry any record of *your PIN* in an undisguised form with the card (merely placing a couple of digits at the beginning or end of *your PIN* disguising it as a telephone number, postcode or birth date is not sufficient).
 - Do not let anyone use *your card*. You may be legally liable if someone else uses *your card* and

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PIN with or without *your* permission.

- Do not let anyone see *your* *PIN* when you use an *EFD*. DO NOT store or carry both your *Card* and *PIN* record (without making a reasonable attempt to disguise the *PIN* or prevent unauthorised access to the *PIN* record) in the same receptacle (e.g. handbag, briefcase, luggage) or location (e.g. room, desk, cabinet) where it may be liable to loss or theft simultaneously.
- Collect *your* card from the ATM after completing a transaction.
- Destroy expired cards.
- Ensure that any additional cardholder does each of these things.

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

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

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

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

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

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

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

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

11.3 The account holder's liability for authorised and unauthorised transactions on *your* card.

11.3.1 The account holder is responsible for all transactions carried out using the card by any of *you* or by anyone else with the knowledge and consent of any one of *you*.

11.3.2 The account holder will not be liable for losses arising from unauthorised transactions carried out using the card:

- which occur after *you* have given *us* notice as required by condition 11.2;
- that are caused by 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 of their agents or employees;
- which relate to cards that are forged, faulty, expired, or cancelled;
- that arise from transactions which required the use of a card or *PIN* and that occurred before *you* received *your* card or *PIN* (including a reissued or replacement card or *PIN*);
- that are caused by the same transaction being incorrectly debited more than once to the same account; or where it is clear *you* have not contributed to the loss.

11.3.3 The account holder is liable for losses arising from unauthorised transactions carried out using the card only as provided in conditions 11.3.4, 11.3.5, 11.3.6 and 11.3.7.

11.3.4 Where we can prove on the balance of probability that *you* contributed to the losses in any of the following ways:

- through *your* fraud;
- by voluntarily disclosing *your* *PIN* to anyone, including a family member or friend;
- by recording the *PIN* on the card, or keeping a record of the *PIN* (without making any reasonable attempt to disguise the *PIN* or prevent unauthorised access to the *PIN*) on the one article, or on

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several articles, carried with the *card* or liable to loss or theft simultaneously with the *card*;

- where we permit *you* to select or change a *PIN*, by selecting numbers which represents *your* birth date or letters which are a recognisable part of *your* name, if immediately before *you* did this we specifically warned *you* not to do so and that *you* might incur liability by doing so;
- by acting with extreme carelessness in failing to protect the security of the *PIN*;
- the *account* holder is liable for the actual losses which occur before we are notified under condition 11.2, but is not liable for the amounts set out in condition 11.3.6;
- by leaving a *card* in an ATM which incorporates reasonable safety standards that mitigate the risk of a *card* being left in the ATM.

11.3.5 Where we can prove on the balance of probability that *you* contributed to the losses by unreasonably delaying to notify *us* as required by condition 11.2 after becoming aware of the misuse, loss or theft of a *card*, or that the *PIN* had become known to someone else, the *account* holder is liable for the actual losses which occur between when *you* became aware (or should reasonably have become aware in the case of a lost or stolen *card*) and when we were actually notified, but is not liable for the amounts set out in condition 11.3.6.

11.3.6 An *account holder* is not liable under conditions 11.3.4 or 11.3.5 for the following amounts:

- that part of the losses incurred on any one day which exceed any applicable daily transaction limit;
- that part of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
- that part of the losses incurred on an *account* which exceeds the balance of the *account* (including any prearranged credit);
- that part of the losses incurred on any *account* which *you* and we had not agreed could be accessed using the *card* and *PIN*;
- any losses incurred as a result of conduct we expressly authorised *you* to engage in;
- 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 which is expressly or impliedly promoted, endorsed or authorised by *us*.

11.3.7 Where we cannot prove that the *account* holder is liable under condition 11.3.4 or 11.3.5 but a *PIN* was required to perform the unauthorised transactions, the *account* holder is liable for the least of:

- \$150; or
- the balance of those *account(s)* (including any pre-arranged credit) which *you* and we have agreed may be accessed using the *card*; or
- the actual loss at the time we are notified (where relevant) that the *card* has been misused, lost or stolen or that the *PIN* has been disclosed to someone else (but not that portion of the loss incurred which exceeds an applicable daily or periodic transaction limit).

11.3.8 *You* must note when *your card* will expire and advise *us* of any changes to *your* address at least two months prior to the *card* expiring. This will ensure *our* records are up to date in the event we mail *your* reissue *card* directly to *you*.

12 Safeguarding payment instruments

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

13 Errors or Questions

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

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

13.3 When *you* contact *us*:

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- 13.3.1 Provide *us* with *your* name and card number.
- 13.3.2 You will be advised as to the steps *you* must take so that an investigation may proceed. You will be required to give details of all relevant information regarding the transactions *you* are unsure about. If we decide to resolve an unauthorised transaction complaint by finding the *account* holder is liable for none of the loss or not more than \$150 of the loss under condition 11.3.7, then within seven business days of receiving the complaint, we will adjust the *account* accordingly, provide the information required by paragraphs six and nine of this condition and close the investigation. Otherwise, if we are unable to resolve the matter immediately we will provide *you* with a written advice of *our* procedures as to how it will be investigated further and the other paragraphs in this condition will apply;
- 13.3.3 Within 21 days of receiving from *you* the relevant details of *your* complaint we will advise *you* in writing of either
- (a) the outcome of *our* investigation and which provisions of these Conditions of Use and the *ePayments Code* were used in determining *your* or *our* liability if any, or
 - (b) the need for more time to complete *our* investigation.

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

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

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

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

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

Where we fail to observe the appropriate allocation of liability in accordance with clauses 5 and 6 of the *ePayments Code* or fail to explain the reasons for any finding that the *account* holder is liable by reference to relevant aspects of those clauses, or in any material respect we fail to observe the complaint investigation and resolution procedures as set out in the Terms and Conditions in this Part or required by the *ePayments Code* of Conduct; and where such failure contributed to a decision by *us* against the *account* holder or delayed the resolution of the complaint, we may accept full or partial liability for the amount of the transaction which is the subject of *your* query/complaint.

13.4 Mistaken Internet Payments

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

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

Note: This relates to payments *you* make to an Unintended Recipient using the Pay Anyone Service where *you* enter an incorrect BSB or account number. It does not include payments made using BPay® or a Misdirected Payment under the NPP Regulations.

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

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

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

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

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

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

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

If you have made a mistaken internet payment, you should report it to us as soon as possible. We will investigate your reported mistaken internet payment and inform you of the outcome in writing within 30 business days of your report.

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

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

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

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

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

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

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

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

You may complain about the report by contacting the Customer Feedback Team on telephone 1300 361 911 8:30am – 5.00pm (AEST /AEDT) Monday to Friday. If you are not satisfied with the outcome you may contact the Australian Financial Complaints Authority on telephone 1800 931 678.

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

14 Variation of these Electronic Banking Conditions of Use

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

For example, under the ePayments Code:

- (a) for changes we need to make due to an immediate need to restore or maintain the security of our systems or individual accounts, we do not have to give advance notice;
- (b) for other changes which:
 - increase your liability for losses relating to EFT transactions;
 - impose or increase charges relating to the use of your card or PIN or relating to issuing additional or replacement cards or new PINs;
 - impose, remove or adjust a daily transaction limit or other periodic transaction limit applying to the use of a card, PIN or EFD or electronic system for EFT transactions,
 - we will give you at least 30 days written notice of any changes, subject to the provisions of the

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ePayments Code of Conduct; and

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

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

15 Meaning of Words

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

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

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

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

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

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

“EFT” means the electronic transfer of funds.

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

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

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

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

“PIN” means the Personal Identification Number.

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

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

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

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

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

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

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

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Any thing includes the whole and each part of it.

The following part of the terms and conditions booklet only applies to *your* loan if, when *you* sign the *Schedule*, *you* intend to use the credit wholly or predominantly for *personal*, domestic or household purposes.

Talk to us today

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