

Personal Accounts

Product Guide
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AdelaideBank

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Important notice

This *Product Guide* comprises the *terms and conditions* which apply to the operation of:

- *MyEveryday Account*
- *MySaver Account*

Please read this *Product Guide* carefully before deciding to open an *account*.

This *Product Guide* is current as at the date noted on the front cover and is subject to change.

Please refer to *our* website www.adelaidebank.com.au for updated information. A copy of any updated information is available free of charge upon request.

Security Information

You must notify *us* as soon as possible of the loss, theft or misuse of a *card*, *security code* or cheque. Please refer to the *terms and conditions* in this document for details on how to keep these items safe.

Any delay or failure to notify *us* will significantly increase the risk that fraudulent and/or unauthorised transactions performed on *your account*, for which *you* may be personally liable.

To report a lost/stolen *card*, cheque or unauthorised use or lost/stolen/disclosed *PIN/ OBP other code*, telephone:

- 1300 652 220 within Australia
- +618 8300 6000 outside Australia.

You can call us 24 hours a day.

Please be careful when performing transactions on *your account* because if *you* provide incorrect account information or details such as an incorrect *BPAY biller code*, account number or reference number, *your* transaction may be rejected or not received by the intended recipient.

Introduction

Things you should know

There are all sorts of things *you* need to know when deciding which *account* is right for *you*, and when *you* are banking with *us*.

This *Product Guide* contains information about the key features and *terms and conditions* that apply to this *account*. If *you* have any questions or would like more detailed information about this *account*, please contact *us*.

It is important that *you* read this *Product Guide* carefully before deciding to open an *account* and that *you* contact *us* if *you* have any questions about the information contained in this *Product Guide*. *You* should retain this *Product Guide* for future reference.

This *Product Guide* is designed to help *you*:

- Decide whether this *account* meets *your* needs
- Understand how to access *your account*
- Compare *our* product with others *you* may be considering.

Please note the information contained in this *Product Guide* is general information only and does not take into account *your* individual objectives, financial situation or needs.

For more information on this *account* please:

- Contact *us*.

This *account* is a deposit with Bendigo and Adelaide Bank Limited, regulated by APRA, the Banking Code of Practice and the *ePayments Code*.

Contact us

For additional details on this *account*:

- Call 1300 652 220
- Visit www.adelaidebank.com.au
- Email:
customerservice@adelaidebank.com.au
- Write to Adelaide Bank –
Consumer Connection, GPO Box 1048,
Adelaide SA 5001.

You should also contact *us* to report:

- A lost or stolen cheque or *card* or unauthorised use of a cheque or *card*
- A lost, stolen or disclosed *PIN*, *OBP* or other code or unauthorised use of any such codes.

When this *Product Guide* applies to you

Where *you* are not already bound by the terms and conditions in this *Product Guide*, the first use by *you* or an operator of *your account* will be taken as *your* acceptance of these terms and conditions.

All *italicised* terms in this *Product Guide* have a specific meaning and are defined in Part G of this *Product Guide*.

Issuer

Adelaide Bank
A Division of
Bendigo and Adelaide Bank Limited
ABN 11 068 049 178
AFSL 237879

Personal Accounts overview

Feature	Summary		Reference in this Product Guide
	MyEveryday Account	MySaver Account	
Accounts can be opened by	<ul style="list-style-type: none"> • Individuals • Companies • Partnerships • Trusts • Super funds 	<ul style="list-style-type: none"> • Individuals • Companies • Partnerships • Trusts • Super funds 	Clause 3.1.1
Minimum to open	\$1	\$500	Clause 3.1.2
Minimum operating balance	\$1	\$500*	Clause 3.1.2
Funds availability	At call	At call	Clause 3.1.3
Method of interest calculation	n/a	Daily on closing balance	Clause 3.6
Frequency of interest payments	n/a	Monthly	Clause 3.6
Visa debit card	Available	n/a	Clause 4.11.1
Online Banking	Available	Available	Part D
BPAY® / AnyPay	Available	Available	Part D
Bank Cheques	Yes	Yes	Clause 5.1
Interest type	0.00% p.a.	Tiered interest rate	Clause 3.6
Personal cheque facility	n/a	n/a	n/a
Maximum operating balance	No maximum balance	No maximum balance	Clause 3.1.2
Statement frequency	Monthly	Monthly	Clause 2.3

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* Accounts with a balance below this minimum will earn 0.00% p.a. Please refer to clause 3.1.2 for more information.

Fees and charges: for more detailed information please refer to Part E

1. Part A – Banker and customer relationship

1.1 Our relationship

These *terms and conditions* govern the banker-customer relationship between *you* and *us*. As well as these express written *terms and conditions*, there may be implied terms relating to everyday banking matters.

The opening of *your account* will be taken as *your* acceptance of these *terms and conditions*.

Where *you* are not already bound by the *terms and conditions* in this *Product Guide*, the first use by *you* or an *authorised operator* of *your account* will be taken as acceptance of these *terms and conditions*.

Your relationship with *us* may also automatically stop in some cases. For example, if *you* close *your account*, if *you* become bankrupt or *insolvent*, or if *you* die. If we wish to end *your* relationship with *us*, in most cases we will give *you* reasonable notice.

2. Part B – Banking with *us*

2.1 How to change *your* details

If *you* change *your* address, telephone number or other relevant details *you* must notify *us* promptly so we can update *your* information. If *you* change *your* name, all *you* have to do is show *us* the documentation that supports the change, for example a marriage certificate if *you* have changed to a new married name.

Please note that unless *you* give *us* reasonable notification of such changes we cannot be held responsible for any resulting errors or losses.

2.2 Information influencing *your* account

If *you* provide *us* with incomplete or incorrect information we may not be able to meet *your* needs in the best possible way. Also, if *you* refuse to tell *us* some information we request, we may not be able to provide *you* with a financial product or a banking service.

2.3 Statements

We will provide *you* with a *monthly statement* for the *account*.

Your statement is an easy-to-read record of all transactions *you* have made over the *statement period*. Every *statement* is worth keeping as it provides an invaluable record of all transactions, interest earned and government charges as well as the current *balance*. *You* should check each *statement* carefully and contact *us* immediately if *you* find any error or unauthorised transaction.

2.4 Communication between *us*

Notices, certificates, consents, approvals and other communications must be in writing. Communications from *us* may be signed by any of *our* authorised employees.

Communications to *us* may be:

- Given personally to one of *our* employees or *officers* at:
 - any *branch*
 - *our* registered office: The Bendigo Centre, Bendigo VIC 3550
 - such other places as we advise *you* from time to time

- Sent by post or electronically to any of these places or to GPO Box 1048 Adelaide SA 5001 (as applicable)
- Given by any other means permitted by law.

A power of attorney in connection with a transaction under these *terms and conditions* may be given personally to one of *our* employees or *officers* at *our* registered office or the *branch* dealing with the transaction concerned.

We may communicate information to any one of *you* (which will be taken to be notice to all of *you*) by:

- Delivering it to *you* personally
- For individuals, leaving it at *your* residential or business address last known to *us*
- For bodies corporate, leaving it at *your* registered office by leaving it with one of *your* officers
- Sending it by post or electronically to any of these places
- Any other means permitted by law.

A notice or other document is taken to be given when:

- Given personally – on the date of the document or the date it is received by the addressee, whichever is the later
- Sent by post (other than a *card* or security code) – on the date of the document or the date when it would have been delivered in the ordinary course of post, whichever is the later
- Sent electronically – on the date of the document or the date on which the computer from which the information was sent produces evidence that the document was sent.

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

If *you* are a company, all communications from *you* must be signed by a director or *authorised operator* in certain circumstances.

We may serve any document in a court action (including a writ of summons, other originating process or third or other party notice) on *you* by delivering it to *your* residential or business address last known to *us* or by leaving it there. This does not prevent any other method of service.

We may telephone *you* to confirm any instructions regarding *your account* sent electronically to *us*. We reserve the right to withhold processing any instructions regarding *your account* sent electronically to *us* until we have confirmed these instructions with *you* by telephone.

2.5 Changes to your account or information contained in this *Product Guide*

2.5.1 Changes to account terms and conditions

Subject to the following, we may change the *terms and conditions* that apply to *your account* (including the fees and charges that apply) at *our* discretion at any time. We may also change the *terms and conditions* that apply specifically to *EFT transactions*; please refer to clause 4.20 for further details of how those changes can be made.

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

- 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;
- 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;
- changes due to changes in the way we operate *our* business or *our* systems;
- changes we think are necessary to fix errors or to make things clearer;
- changes for information security or similar purposes;
- changes to reflect market practice or standards or to keep *our* products competitive and meeting customer expectations and needs; or
- changes made for other good reasons.

We will notify *you* of changes to *your account* in the following way:

Change	Minimum days notification	Method of notification
Introduce a new fee or charge (other than a government charge)	30 days	In writing
Increase the amount of a fee or charge (other than a government charge)	30 days	In writing or by press advertisement
Vary the minimum balance requirements for an account keeping fee	30 days	In writing
Vary the method by which interest or a fee or charge is calculated	30 days	In writing

Vary the balance ranges within which interest rates apply	30 days	In writing
Vary the frequency with which interest is debited or credited	30 days	In writing
Introduce or vary any government charge that directly or indirectly affects you, unless the government agency has already publicised the change	Day of change	In writing or by press advertisement
Change an interest rate (except where we have agreed to a fixed interest rate for a given term)	Day of change	In writing, on our webpage or by press advertisement
Change any other term or condition	Day of change	In writing or by press advertisement

You agree that we may notify you of these changes by the methods described above.

2.5.2 Other changes

We will advise you of any other material changes or significant events affecting your account or the content of this *Product Guide*. We will generally notify you of such matters before, or as soon as practicable after, the change or event occurs. You agree that we may notify you of this information in writing or by press advertisement. For information in this *Product Guide* that is not materially adverse and is subject to change, you can obtain up-to-date information by:

- Calling us on 1300 652 220
- Visiting our website at www.adelaidebank.com.au
- Emailing us at customerservice@adelaidebank.com.au

A copy of any updated information will also be provided free of charge upon request.

2.6 Privacy

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.

Our privacy policy and details of how we handle your personal information is available from us.

Please refer to the beginning of this *Product Guide* for our contact details.

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

We are committed to the regulatory requirements for anti-money laundering and counter-terrorism financing.

To comply with these requirements we may:

- Require you to provide 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 AML/CTF or any other law.

2.7 Banking Code of Practice

We have adopted the Banking Code of Practice. The Banking Code of Practice will apply to your account if you are an individual or a small business. In this *Product Guide*, and if you ask, we will provide you with general descriptive information concerning our banking services. This includes:

- Account opening procedures
- Our obligations regarding the confidentiality of your information
- Complaint handling procedures
- Bank cheques
- The advisability of you informing us promptly when you are in financial difficulty so that we may discuss your situation
- Information on current interest rates and fees and charges
- The advisability of you reading this *Product Guide*, which includes terms and conditions relating to your account.

If there is any inconsistency between this agreement and the Banking Code of Practice we will follow the Banking Code of Practice.

2.8 ePayments Code

In relation to personal account holders we warrant that we will comply with the ePayments Code. The terms and conditions in this *Product Guide* are not effective to create liabilities and responsibilities of users which exceed those set out in the ePayments Code.

2.9 Other regulations

As well as these *terms and conditions*, industry codes of practice and legislation may provide further rights or obligations. Key sources of regulation which may apply include:

- Banking Code of Practice – a voluntary code of conduct which sets standards of good banking practice for banks to follow
- *ePayments Code* – a voluntary code of conduct which applies to certain *accounts* and electronic transactions carried out by individuals
- Privacy Act 1988 (Cth) – privacy legislation governing activities such as the collection, use and disclosure of personal information
- National Credit Code – legislation which regulates the provision of credit to individuals for consumer purposes
- Corporations Act 2001 (Cth) – legislation which, among other things, regulates a wide range of activities relating to certain financial products
- Australian Securities and Investments Commission Act 2001 (Cth) – legislation which, among other things, prohibits misleading, deceptive and unconscionable conduct in relation to financial services
- Cheques Act 1986 (Cth) – legislation that deals with matters such as payment and collection of cheques as well as fraud and other unauthorised transactions
- Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) – legislation designed to combat money laundering and the financing of terrorism.

2.10 Resolving Complaints

You can raise your complaint with us by:

- (a) speaking to a member of our staff directly;
- (b) telephoning 1300 652 220;
- (c) www.adelaidebank.com.au
- (d) secure email – by logging into Online Banking
- (e) telephoning the Customer Feedback Team on 1300 361 911
8:30am – 5:00pm (AEST/AEDT)
Monday to Friday;
Email: feedback@bendigoadelaide.com.au

If you are not satisfied with the response provided you can refer your complaint directly to the appropriate External Dispute Resolution scheme.

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

GPO Box 3
Melbourne Vic 3001
Telephone: 1800 931 678
Email: info@afca.org.au
Web: www.afca.org.au

Time limits may apply to refer a complaint to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if, or when the time limit relevant to your circumstances expires.

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

GPO Box 5218
Sydney NSW 2001
Telephone: 1300 363 992
Email: enquiries@oaic.gov.au
Web: www.oaic.gov.au

2.11 Risk

All financial products carry risk and different products may carry different risks depending on the nature of that product. *You* should consider *your* level of risk tolerance prior to investing and should have regard to *your* own investment objectives, circumstances and needs, and consider the need for professional advice, including taxation and legal advice.

The most significant risk associated with the MySaver *Account* is as follows:

Interest rate risk

The interest rate applying to *your account* may be affected by changes to the official cash interest rate, which is determined by the Reserve Bank of Australia. *Your* interest rate can also be affected by changes in the interest rates prevailing between Australian banks in the Australian wholesale money market. These interest rates may vary depending on a number of factors, including Australian and overseas interest rates, market liquidity, exchange rates, monetary policy and other economic, social and political factors.

2.12 Financial Claims Scheme

The Financial Claims Scheme protects depositors through the provision of a guarantee on deposits (up to a cap) held in authorised deposit-taking institutions (ADI) in Australia and allows quick access to their deposits if an ADI becomes insolvent.

As such please note the following information:

- You may be entitled to a payment under the Financial Claims Scheme in the event of us becoming insolvent;
- Accessibility to the Financial Claims Scheme is subject to eligibility criteria; and
- Information about the Financial Claims Scheme can be found at the FCS website at <http://www.fcs.gov.au>

2.13 Account Switching

If you have opened your account as an individual i.e. not as a company or superannuation account, you have access to an easy payments switching service. This service enables you to switch your regular direct debits and credits from your old account to your new account with us. For more information about this service please contact us.

3. Part C – Using your account

3.1 Your account

3.1.1 How to open your account

To open an account with us you will need to complete an account application form with your personal details. You will need to sign this form to certify that all the information is correct. With this information we will be able to identify you.

An account may be opened in the name of an individual, company, partnership, trust, association, co-operative or a self managed superannuation.

Eligible Investors

You must be 18 years or over to open an account. Investments are only available to persons receiving an up to date (electronic or otherwise) copy of this Product Guide within Australia. Applications from outside Australia will not be accepted. The individual(s) or entities in whose name in which the investment is made in and all signatories to the account must reside in Australia. Applications not meeting these requirements will be rejected.

3.1.2 Minimum deposits, transactions and balances

There is no minimum withdrawal amount; there is no maximum operating balance.

MyEveryday Account

The minimum initial investment amount to establish an account is \$1. The minimum

operating balance on your account is at all times to be \$1. Should your account fall below the minimum balance of \$1 or have no balance, we reserve the right to close the account.

MySaver Account

The minimum initial investment amount to establish an account is \$500. The minimum operating balance on your account is at all times to be \$500. Should your account fall below the minimum balance of \$500 or have no balance, we reserve the right to close the account. Please note we will not pay interest on a deposit balance less than this minimum.

3.1.3 Availability of funds

Your funds are available at call.

3.2 How to identify yourself

When you open an account with us we need to obtain identification as required by law, including 'Know Your Customer' requirements under anti-money laundering and counter-terrorism financing legislation. This will include information such as, for an individual, name, residential address and date of birth and for a company, information such as details of directors and shareholders. Where the customer is a trust, details of the trustee and beneficiaries may be required. We may also require other information such as information about beneficial owner(s), and information about your activities and reason for opening an account in Australia.

You only need to provide this information once. We will file it for future reference should you open other accounts with us. This information is also required if you become a signatory to an account of another person or organisation.

3.3 Joint accounts

If you have a joint account with another person or persons, you will each be liable for any amount due to us on the account and any other obligation under these terms and conditions.

Under these terms and conditions you are liable both separately on your own and jointly with any one or more other persons named as account holders of your account.

This includes your successors and assigns. This means we can ask all of you or any one of you for the whole of the amount owing, if the account becomes overdrawn.

In some cases you may be able to limit your liability on a joint account. A request to limit your liability to us will only apply in relation to future advances and not to money already owing. You should direct

any requests to limit *your* liability in writing to *us*. Requests are only effective upon written acceptance from *us*.

Joint liability for amounts owing to *us* may also be limited as a result of family law property proceedings, for example following a Family Court decision to transfer the mortgage and title on a jointly owned home.

Upon the death of one or more of *you*, we shall be entitled to treat the survivor(s) as having title to *your account*. However, we will normally treat all authorities for operating the joint *account* as cancelled once we know of *your* death (and certain conditions have been met) or of *your* bankruptcy. We must be notified as soon as practicable if one of *you* dies.

It will be up to *you* and the other joint *account* holders to say how many of *you* must sign in order to operate the *account*. Any such arrangement will form part of the *terms and conditions* of the *account* with *us* and may be altered at the request of *you* and the other joint *account* holders.

If we receive no other instructions we will assume the signature of any of *you* is required.

Regardless of any arrangement with *us*, any holder of a joint *account* can require *us* to operate the *account* only on the signature of all parties. This might be done if there is a dispute between the joint *account* holders.

Unless we agree otherwise, the signature of any of *you* is required:

- On any notice or request for withdrawal of monies
- On receipt for monies paid
- To appoint or remove an *authorised operator* to *your account*
- To end *your* relationship with *us* under these *terms and conditions* at *your* request.

If there is more than one of *you*, *you* authorise *us* to accept for the credit of *your account* any cheque payable to any one or more of *you*.

You agree that where *you* hold an *account* jointly with another *person* or *persons*, *you* each appoint the other *account* holder(s) as *your* agent for the purposes of receiving a copy of this *Product Guide*, *statements of account*, transaction confirmations and any other information relating to the *account* that is required to be provided to each *account* holder. *You* can obtain copies of any of this information at any time by contacting *us*.

3.4 Giving someone access to your account

We may allow any person nominated by *you* who is aged 18 years or older to be an *authorised operator* on *your account*. An *authorised operator* is able to use *your account* in any way we allow, subject to any restrictions that we agree to. Each use of *your account* by an *authorised operator* is subject to this agreement as if *you* had used the *account*.

Allowing someone else to operate *your account* enables that person to access any financial information about *your account*, including:

- The *balance* of *your account*
- Any payments due on *your account* including the amount, due date and details of the payment
- Copies of documents issued by *us* such as *statements*
- Details of any transaction on *your account*.

3.4.1 Who you can appoint

You may appoint any of the following to be an *authorised operator* on *your account*:

- A *person* aged 18 years or older
- A company
- A partnership.

3.4.2 Cancelling authorised operator status

You may cancel an authority to operate at any time.

Authorised operators may also cancel their own *authorised operator* status at any time.

Authorised operators will automatically have their status revoked, once we receive confirmation (to our satisfaction) that the *authorised operator* has experienced an *insolvency event*. Upon revocation of the *authorised operator* status, the *account* will be operated by *you* as a direct customer.

3.4.3 How to appoint an authorised operator

If *you* wish to appoint an *authorised operator* *you* should forward to *us* *your* completed and signed *authorised operator* form.

Authorised operators are not able to appoint or remove other *authorised operators* on *your account*.

3.4.4 Terms and conditions applicable to authorised operators

You should ensure that an *authorised operator* is familiar with:

- The *terms and conditions* in this *Product Guide* (prior to that *authorised operator* using a *transaction service*), and
- Any changes we make to these *terms and conditions* (*authorised operators* should note that we may not be obliged to notify them of those changes).

We will provide a copy of this *Product Guide* to you or an *authorised operator* at any time upon request.

When you allow an *authorised operator* to use *your account* (including use of a *transaction service*) you are bound by and liable for any such use (including for any fees and charges) as if *your account* had been used by you. However, you will not be liable if the *authorised operator's* rights to use *your account* were previously withdrawn in accordance with the following paragraph.

An *authorised operator's* rights to use *your account* will be withdrawn from when you have notified us in writing when you want that to happen, and whether any *card* issued to that *authorised operator* has been returned to us or you have taken reasonable steps to return the *card* to us. If you are a joint *account* holder, all of your signatures are required.

If you are unable to return to us a *card* issued to an *authorised operator* you may ask us to place a temporary stop on the access that the *authorised operator* has to *your account*. However, unless and until the *card* issued to the *authorised operator* is returned to us the stop will not necessarily prevent the *authorised operator* from using the *card*. Unless you have taken reasonable steps to return the *card* to us, you will incur liability for all transactions arising from use of the *card* by the *authorised operator*. We may require you to make a written statement outlining the steps you have taken in attempting to return the *card* to us. You may place a temporary stop on the *authorised operator's* access by contacting us.

We may cancel the appointment of an *authorised operator*, by giving you 14 days written notice of our intention to do so.

Where an *authorised operator* is a company, the powers of operation vested in the company are also taken to be vested in any director, any employee and any agent (accepted by us) of the company, and where the *authorised operator* is a partnership, the powers of operation are also

taken to be vested in any partner, any employee and any agent (accepted by us) of the partnership.

Where there is more than one *authorised operator* any one of them may give instructions in relation to *your account*, unless you specify otherwise.

3.5 How to make deposits and withdrawals

Deposits

Your initial deposit, and subsequent deposits can be made by:

- Cheque payable to 'Adelaide Bank - your name'; or
- Electronically by using your direct debit/credit number which can be confirmed by contacting us; or
- Electronically via direct debit.

Further information

There are many ways you can access *your account* with us. Please refer to Section 4 for further details on how to make deposits and withdrawals.

3.6 Interest rates

When deciding whether an *account* is the best *account* for you, it is important to not only know how the interest you earn is calculated, but also how often the interest is paid. Please refer to the Personal Accounts Overview of this *Product Guide* to find out when interest is paid on *your account*.

MyEveryday Account

The interest rate applicable on this *account* is 0.00% p.a.

MySaver Account

The interest rate on *your account* will be determined by us from time to time. We may at our discretion vary the interest rate on *your account* at any time. The current interest rates applicable to *your account* are available by:

- Calling us on 1300 652 220

Interest on *your account* is calculated daily on the *closing balance* of the *account*. Interest is paid to *your account* on the last day of each *statement* period and when *your account* is closed.

Interest is calculated on the *daily closing* balance of *your account* using the following formula:

Daily closing balance x Daily percentage rate

The *daily percentage rate* is the per annum interest rate for that day divided by the number of calendar days in the year.

The MySaver Account operates on a tiered interest rate structure. This means *you* will earn different rates of interest depending on the *balance* of *your account*.

One interest rate will apply to the entire *balance* of *your account* but that rate will depend upon the amount of *your balance*. When *your balance* reaches a higher tier *you* will receive the interest rate for that tier on the entire *balance* of *your account*.

For example purposes only:

- if the rate of interest is 0.00% p.a. where the *account balance* is between \$0 and \$500 and 2.25% p.a. where the *account balance* is \$500 or more; and
- *your account balance* is \$1,000 the interest rate applied to the entire *balance* of *your account* will be 2.25% p.a.

3.7 Overdrawn accounts and interest charges

There must not be a *balance* owing on *your account*. If there is a *balance* owing on *your account* then that amount is immediately due and payable by *you* to *us*.

It is *your* responsibility to ensure that there are sufficient cleared funds available in *your account*, or that *you* have made the necessary arrangements with *us*, to allow a payment to be made. If *you* overdraw the *account* and we dishonour the transaction, a fee will be charged to *your account*.

We may charge interest on any overdrawn amount. Interest will be charged to *your account* on the last day of each *statement period* and on the day that *our* relationship with *you* ends. If, however, the day we debit interest charges is not a *banking day* we may debit interest charges on the preceding *banking day*.

Interest charges are calculated daily from the date *your account* is overdrawn up to and including the date we are paid. Depending on how long before *you* repay the money to *us*, interest may be capitalised at the end of the periods we choose. Please refer to the contact details section at the beginning of this *Product Guide* to find out how to obtain the current interest charges applicable to *your account*.

You may also be charged a fee to reimburse *us* for any costs we incur in the recovery of *our* money.

3.8 Amounts which can be debited to your account

You agree that we may debit to *your account* without notifying *you* each drawing *you*, or an *authorised operator*, make or authorise on *your account* and *you* agree to pay *us* fees and charges debited as described in clause 5.1 and any other amount *you* must pay in connection with these *terms and conditions* on the date it becomes due.

3.9 Minimum deposit balances

You must ensure that *your account* is maintained consistently with the minimum *deposit balance* described in clause 3.1.2 of these *terms and conditions*, and if *you* do not we will inform *you* and ask *you* to restore the *balance* to the minimum.

Should *your account* fall below the minimum operating *balance* or have no *balance*, we reserve the right to close the *account*.

3.10 Unused accounts

If *you* do not operate *your account* for 7 years and there is \$500 or more in *your account*, we may be required to transfer *your funds* to the Commonwealth Government.

If *your account* does not meet the minimum operating requirements we have the authority to close *your account*. Please refer to clause 3.1.2 for the minimum requirements.

3.11 How accounts may be closed or suspended

You may close or suspend access to *your account* at any time. Upon *your request*, another financial institution may close *your account* on *your* behalf by mail.

We may exercise *our* discretion to close, or suspend access to, *your account* due to unsatisfactory conduct or for any other reason (e.g. if we reasonably consider it necessary to prevent fraud or other losses to *you* or *us*). If we close *your account*, we will notify *you* as soon as possible.

If *your account* has a *deposit balance* we will pay the *deposit balance* to *you* or as *you* direct.

A cheque form issued under these *terms and conditions* may not be used after *our* relationship

has ended and must be immediately returned as soon as we advise *you* that *our* relationship has ended or when *you* request the *our* relationship with *you* end.

If *our* relationship with *you* ends, *your* liabilities (including the obligations to make any payment and *your* liability for any interest charges and fees and charges) continue even if we pay *you* any *deposit balance* in *your account*. If *your account* is in credit when closed, where applicable, any interest will be credited to the *balance*. If any accrued fees or charges, or government charges are due on the *account* up to the closing day, these may be deducted from the *account balance*. *Monthly* fees may still apply where the *account* is closed part way through the *month*. If there are uncleared funds in the *account* we will not make these funds available to *you* until the funds are cleared.

If *your account* has a debit *balance* on closing *you* must pay *us* the *balance* owing plus any accrued interest charges, other fees or charges and any government charges applicable to the day of closing.

When *you* close *your account* *you* must return to *us* any *cards* used to operate the *account* (including any *cards* issued to an *authorised operator*).

If *you* do not meet the minimum requirement of this product we have the ability to close *your account*.

Please note

Before closing an *account*, *you* should ensure *you* notify anyone who makes payments to or from *your account*, and cancel any *regular payments* to or from the *account*.

4. Part D – Transaction services

4.1 About the transaction services

The *transaction services* are provided directly by us.

To the extent that the *ePayments Code* applies to transactions covered by these *terms and conditions*, these *terms and conditions* reflect the requirements of the *ePayments Code*. The *ePayments Code* is a voluntary code that is designed to give you protection in conducting funds transfers through electronic means. The *ePayments Code* does not apply to certain *business accounts* (see clause 4.19 for details).

Cards may usually be used to access any transaction *accounts* to which we have agreed the *card* is linked. The types of electronic transactions that are available using a *card* include ATM withdrawals, transfers, *balance enquiries* and deposits, and *Bank@Post* deposits and withdrawals.

Home Banking Services may usually be used to access transaction *accounts* where we have agreed to make such access available to you. The types of transactions that are available using *Home Banking Services* include *BPAY payments* and deposits, and Online Banking transfers and payments (including AnyPay and BatchPay payments).

Transaction *accounts* are generally *accounts* which permit the types of electronic transactions referred to above.

4.2 Summary of transaction services

You or an *authorised operator* can access your *account* by using certain *transaction services*, depending on the type of *account* you have with us. These services are:

Transaction services	Ways of using the transaction services	Reference in this Product Guide
Cheques	<ul style="list-style-type: none"> • Deposit via post • Deposit via branch • Bank cheque withdrawal 	Clause 4.9
Cards	<ul style="list-style-type: none"> • Internet/ Telephone purchases • Branch deposits and withdrawals • ATM transfers, deposits and withdrawals¹ • Bank@Post™ deposits and withdrawals 	Clause 4.11
Home Banking Services	<ul style="list-style-type: none"> • Online Banking • BPAY • AnyPay • BatchPay 	Clauses 4.12 and 4.13
Regular payments and third party direct debits	<ul style="list-style-type: none"> • Regular Payment Plan • Automatic deduction • Periodical payment • Third party direct debits 	Clause 4.15

¹ ATM deposits and transfers available at selected Bendigo Bank ATMs. Bank@Post™ and its device mark are trademarks (registered or otherwise) of Australian Postal Corporation. All rights reserved.

4.3 Applying for transaction services

To use the *transaction services* described in Part D you may need to apply to us by such means as we permit from time to time. The forms you need to use can be sent to you in the post or can be collected from us.

We can accept or decline your application at our discretion.

4.4 How much can you access?

In relation to any *access method*, we may set and vary dollar limits (maximum and minimum) for certain categories of transaction, each transaction within a category, cumulative transactions in a category or combination of categories (either at all or over a specified period of time), or on any other basis we determine. Without limiting the above we may set dollar limits for:

- Cash withdrawals
- *Home Banking Service* transfers or payments
- All *online banking payments* including AnyPay and BatchPay to a specified *payee* or group of *payees*
- *BPAY payments*
- Any other type or types of *Home Banking Service*.

In addition to the above, a limit may be placed on withdrawals made using a *transaction service*:

- Whether in cash or by cheque or otherwise
- Whether by number or amount or otherwise
- Where in relation to a particular period of time or otherwise.

Withdrawals or transfers from *your account* may only be made in a manner permitted by *us*. New limits for withdrawals may be introduced in the future. The limits may also be subject to change.

Limits applicable to *your account* in respect of each *transaction service* are set out in this *Product Guide*. These limits are subject to change from time to time.

4.5 When can you access your account?

The hours during which *you* can use an *access method* may be varied from time to time without notice.

4.6 Malfunctions

If an *electronic banking device* malfunctions, alternative manual procedures may be available from the merchant for retail point of sale transactions by using a *card* and signing *your* authorisation of the transaction.

We are not liable for any loss or inconvenience whatsoever, where *electronic equipment* or an *electronic banking device* does not accept a transaction for any reason.

4.7 Authorisation

When a *user* uses an *access method*, *you* authorise *us* to act on the instructions given or entered.

When a *user* authorises an *EFT transaction* which we accept, we will issue a receipt (which for a *Home Banking Service* transaction may be an electronic receipt) as required by the *ePayments Code* (to the extent that it applies to the transaction). However, the transaction may not be processed until the next day on which we process such transactions.

4.8 Processing of transactions

Transactions will be processed as soon as practicable.

4.9 Cheques

It is important that *you* read this general information about cheques, and familiarise yourself with *your* obligations and responsibilities in relation to the conduct of *your account*.

If *you* fail to observe *your* obligations and responsibilities *you* will not be able to make a claim in relation to any loss or damage that may occur, and *you* may be required to indemnify *us* in respect of any loss or damage.

General information about bank cheques

This clause gives *you* general information about bank cheques. It is general information only.

What is a bank cheque?

The term 'bank cheque' describes a cheque which is to be paid by the bank itself, rather than from a customer's account.

Bank cheques are generally treated by the law in the same manner as ordinary cheques. Although many people regard bank cheques as cash, *you* should be aware that in certain circumstances a bank cheque may not be paid by the bank that issues it. To clarify this position, the banks who are members of the Australian Bankers' Association have adopted the procedures set out below in relation to bank cheques.

Forged or unauthorised bank cheques

If the signature of an *officer* of a bank is forged or placed on a bank cheque without the bank's authority, the bank is not legally liable for it.

Bank cheque materially altered

A bank will dishonour a bank cheque which has been fraudulently and materially altered. A bank will cooperate with any holder of a cheque, or a *person* who is about to receive it, who may want to verify that the cheque is a valid bank cheque.

Bank cheque reported stolen or lost

Where a bank is told that a bank cheque is lost or stolen and is satisfied that this is the case, the bank will not honour it if it is presented for payment by a *person* who has no right to it. The bank may provide a replacement bank cheque. The bank may require an indemnity and other documentation in this situation.

Court order restraining payment

A bank must observe an order of a court restraining the bank from paying its bank cheque which is presented for payment while the order is in force.

Failure of payment for the issue of a bank cheque

Where a bank has not received payment for issuing a bank cheque to a customer (for example, the customer's cheque to the bank in payment for the bank cheque is dishonoured), the bank will refuse to pay the bank cheque only if the *person* presenting the bank cheque for payment:

- Has not given value for it (for example, the bank cheque is stolen)
- Has given value for it but at the time of doing so he or she knew the bank had not been paid for the bank cheque (for example, that the cheque in favour of the bank had been dishonoured).

Again, an indemnity and other documentation may be required in this situation.

4.10 Rules relating to cheques

4.10.1 These terms and conditions apply to any cheque issued by us to enable you or an authorised operator to draw on your account.

- Each cheque issued by *us* in connection with *your account* is *our* property and must be immediately returned to *us* on demand.
- If the amount in words on any cheque varies from the amount expressed in figures then the lower amount prevails.
- When *you* draw a cheque on *us* it will, when the cheque is handed to *us*:
 - be taken to be a request by *you* to *us* to withdraw funds from *your account* for the amount shown on the cheque
 - constitute an authority to remit those funds to the *payee* of the cheque or the *payee's* bank.

- The *person* signing a cheque must initial any alterations, date the cheque on the date when it was signed and complete all details.
- *You* must take reasonable care in the management of *your* affairs to ensure that:
 - only *authorised persons* sign cheques
 - each cheque is completed properly and with due care so as to prevent unauthorised, stolen, forged or fraudulently altered cheques being presented for payment
 - each cheque is properly and correctly accounted for in *your* records.
- If, when checking any cheque or particulars of any cheque, we find on it any irregularity or omission, we may dishonour or stop payment of the cheque on *your* behalf.
- *You* must keep cheque forms issued to *you* in a safe place and notify *us* immediately in writing if they are lost or stolen.
- *You* must notify *us* immediately if *you* suspect *your* cheque has been forged or fraudulently altered or has been drawn in whole or in part without authority from *you*.
- On receipt of each *statement of account*, *you* should check the entries carefully and promptly notify *us* if *you* have any cause to suspect that there is any cheque or transaction recorded on the *statement* that is incorrect or that *you* did not authorise.
- The indemnities contained in clause 4.26 apply to any loss or damage suffered in relation to the matters referred to in clause 4.9.

4.10.2 If you lose, deface or destroy any cheque issued to you or it is stolen or misused then:

- *You* must notify *us* of that fact immediately in writing
- *You* must give *us* any information or documents we reasonably request in relation to that event.

4.11 Cards

4.11.1 Visa debit card access

You can use a Visa debit card to access *your* MyEveryday Account – this gives *you* all the convenience of a Visa credit card except *you* keep *your* own funds in *your account* with *us* and access those funds instead of going into credit.

If you request a *card*, you can use your *card* and *PIN* to:

- Withdraw funds and check *your account balance* at any Bendigo Bank ATM, or at any other ATM displaying the Visa sign
- Purchase goods or withdraw funds (in most cases) at the thousands of EFTPOS terminals and ATMs Australia-wide.
- Withdraw funds at any Australia Post outlet displaying the *Bank@Post* symbol.

Please be aware that *your card* is magnetically encoded.

If the *card* is exposed to a strong magnetic field or comes into contact with a plastic security access card, the encoded information may be destroyed. The *card* may then be unusable as an *electronic banking device*.

4.11.2 Applying for a *card*

You may apply for a *card* or request us to issue a *card* to an *authorised operator* by such means as we permit from time to time. We may accept or decline any such application or request at *our* discretion.

Each *authorised operator* who has been issued a *card* must use their *card* on the same *terms and conditions* as apply to you. You should refer to clause 3.4 for more details in relation to *authorised operators*.

4.11.3 Receiving a *card*

When a *user's* application for a *card* is approved we will advise the *users* of their *PIN* and:

- Where to collect the *card* in which case the *user* must attend at that place to collect the *card* and sign an acknowledgement of receipt of the *card*
- Subsequently send the *card* to the *user* by post.

You should refer to clause 4.18 of this *Product Guide* in relation to *our* requirements for the security of your *PIN*.

Things to remember when a *user* gets a *card*

Sign it	Sign the <i>card</i> as soon as it is received
Valid from	A <i>card</i> is only valid from the 'valid from' date shown on it (if any, and if not, from when the <i>card</i> is issued by us) until the 'until end' date shown on it
Who can use a <i>card</i>?	A <i>card</i> must only be used by the <i>person</i> named on it
When will a <i>card</i> transaction be processed?	Transactions that are made using a <i>card</i> are processed as soon as possible
Replacement <i>card</i>	We may issue a replacement <i>card</i> at any time
Lost, defaced, destroyed, misused or stolen <i>card</i>	You or the relevant operator must notify us immediately in relation to any lost, defaced, destroyed, misused or stolen <i>card</i> , either in writing, in <i>person</i> at a <i>branch</i> , or by telephone (in which case written confirmation will be required) and must give us any information or documents we require in relation to that event. See clause 4.11.12 for further details on lost, stolen or misused <i>cards</i> .
Forgotten your <i>PIN</i>?	If you forget your <i>PIN</i> you can contact us with proof of your identity and we will arrange for a new <i>PIN</i> to be issued within a few days

4.11.4 Using a card for purchases

You can use *your card* to access *your MyEveryday Account* to pay for goods and services, and even withdraw cash at some locations. *Your PIN* is used to authorise transactions on *your account*. You can normally use a *card* to obtain goods and services at merchants (such as shops, restaurants and theatres) in Australia.

EFTPOS simply transfers the value approved by *you* from *your selected account* into the account held by the merchant.

Where a transaction that would otherwise be a *purchase* is processed via an EFTPOS facility *you* will be able to select the CR button and then *your account* (or for a linked *account*, the *account you* have nominated to *us* as being linked to that button) will be debited and the transaction will be treated as a cash withdrawal from the relevant account.

The fact that the EFTPOS symbol is displayed at a merchant's premises does not mean that we guarantee that any or all goods and services available there may be obtained using a *card*. We are not responsible if a merchant refuses to accept the *card*, does not allow cash withdrawals or places other limitations on using the *card*.

We have no control over the hours a merchant may be open for business. The hours during which a terminal will be available may therefore vary in accordance with the merchant's opening hours. We are not responsible for goods or services obtained by using a *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.

You can use *your card* at a *contactless terminal* to perform a *contactless transaction* if *your card* is capable of performing such transaction. A cash withdrawal cannot be completed when performing a *contactless transaction*.

Contactless transactions are subject to separate transaction limits. These limits are imposed by *us* and the financial institution responsible for the EFTPOS terminal. We will notify *you* of the limits if *your card* can perform *contactless transactions*.

4.11.5 Authorising a payment

It is *your* responsibility to check that the correct amount is entered in a terminal or written in the 'total' box on a voucher or appears on any other record of a transaction before *you* authorise the transaction or sign the voucher.

Some transactions also need authorisation from *us*. We may choose not to authorise a proposed transaction (eg. where we reasonably believe a transaction may be fraudulent).

4.11.6 Sales vouchers

You agree that any request by a *user* to a *person* authorised to display or use the Visa sign for the supply of goods or services is authority for such *person* to issue a sales voucher for the amount shown on the face of the voucher.

You agree that the amounts shown on each sales voucher are sufficient evidence of the cash price of the goods and services to which the voucher relates (whether or not the voucher is signed by *you*). We do not have to forward to *you* copies of sales vouchers for transactions effected by use of a *card*.

4.11.7 Using a card to obtain cash

To withdraw cash from *your MyEveryday Account* at a *branch*, simply present *your card* at the counter. *You* may be asked to show suitable identification such as a photographic driver's licence or passport to identify that *you* are the authorised holder of the *card*. If *you* do not have *your card*, *you* may still be able to withdraw cash from *your account* at a *branch*, subject to producing suitable identification and any other requirements that we wish to impose. The amount of cash *you* can withdraw from a *branch* is subject to the amount of cleared funds in the *account*.

If *you* want to withdraw more than \$5,000 from a *branch* *you* will need to give *us* notice of at least 24 hours prior to the withdrawal.

You may, subject to available funds in *your account*, obtain cash from an *account* up to the withdrawal limit set for the *account* by using a *card* in combination with *your PIN* at any of *our electronic banking devices* or any *electronic banking devices* of any other institution displaying the relevant symbol. Some merchants who have an *electronic banking device* may also allow *you* to withdraw cash from an *account* at the same time as *you* pay for goods and services.

You can withdraw cash from an *account* with *us* using *Bank@Post*. *You* may be asked to enter *your PIN* into an *electronic banking device* to make a *Bank@Post* transaction.

The amount of cash *you* can obtain using a *card* may vary depending on where *you* use the *card*.

Withdrawals made using ATMs and through *Bank@Post* are currently subject to a combined daily withdrawal limit of \$2,000.

The cash withdrawn from an *electronic banking device* will be in the denominations that the *electronic banking device* allows. When the money comes out of the *electronic banking device* it is at *your* risk and we are not responsible if it is lost or stolen. We do not warrant that an *electronic banking device* will always have money available. Other financial institutions can determine from time to time what transactions can be carried out at their *electronic banking devices*. We may charge *you* a fee for using *our electronic banking device* or someone else's *electronic banking device*. Please refer to clause 5.1 for the fees and charges applicable to *your account*. *You* must not put any matter or substance of an explosive, dangerous, damaging or offensive nature in an *electronic banking device*.

4.11.8 Refunds

Your account will only be credited with a refund for a *card* transaction if we receive a refund voucher or other refund verification acceptable to *us*. A refund due to *you* will be applied to *your account* as if the refund were a payment. Please note that this sub-clause applies to refunds only and does not apply to any readjustment of the *balance* of an *account* as a result of an unauthorised transaction where *you* are not liable. Please refer to clause 4.11.13 and Part D of this *Product Guide* for those readjustments.

4.11.9 Use of a card

For the purposes of these *card terms and conditions* 'use' in relation to a *card* includes any physical use of the *card* (such as in an ATM) and any notification of use of the *card* number or any identifying number issued by *us* in relation to the *card* or an *account*.

4.11.10 Cancellation, return, loss and misuse of cards

We may at *our* option or at *your* request suspend or cancel the use of a *card* or retain a *card* presented to *us* or any other *person*.

A *card* issued in respect of an *account* must not be used after the *account* is closed or after the use of the *card* has been suspended or cancelled, and must be immediately returned as soon as we advise *you* the *account* is closed or the *card* use has been suspended or cancelled or *you* request that the *account* be closed or the *card* use be suspended or cancelled.

4.11.11 Return of cards

Each *card* issued by *us* is *our* property and must be immediately returned to *us* on demand. *You* should refer to clause 3.4.8 of this *Product Guide* for details of what *you* must do if *you* are unable to return to *us* a *card* issued to an *authorised operator*.

4.11.12 Lost, stolen, misused or unauthorised use of cards

It is vitally important for *you* to contact *us* as soon as possible if:

- A *card* is lost or stolen
- Someone has fraudulently placed a telephone, internet or direct mail order against *your card*
- *You* suspect that a *PIN* is known to someone else or *you* suspect any unauthorised telephone, internet or mail use of an *account* or other type of unauthorised use involving a *card*.

Immediate notification may prevent an unauthorised *person* from using *your card*. If *you* do not tell *us* that *your card* has gone missing or if *you* disclose the *PIN* to someone else or leave a record of it with *your card* or act with carelessness in failing to protect *PIN* security, *you* may be liable for the bill arising from an unauthorised use of *your account*. For this reason, it is extremely important that *you* do not leave a record of *your PIN* either with *your card* or in a place where it can be easily found. However, *you* are not liable for losses resulting from an unauthorised transaction if that transaction took place after *you* notified *us* of the loss or theft of *your card* or where a *card* and *PIN* are used if it is clear that *you* did not contribute to such losses.

You should refer to clause 4.18 of this *Product Guide* for *our* requirements for the security of *your PIN* and other codes and in relation to *your* liability.

You will need to give *us* all relevant information *you* may have, so that we can suspend *card* access to the *account* and linked *accounts*. *You* may be required to confirm in writing any notice *you* give *us* by telephone. When *you* report the matter *you* may be given a notification number (or other form of acknowledgment). *You* should retain that number as confirmation of the date and time of *your* report.

If *you* recover a *card* that has been reported lost or stolen, the *card* must not be used again. Instead *you* should report the recovery to *us*. The *card* should then be cut in half and sent to *us* by security post.

4.11.13 Chargeback rights

Where *you* are an individual or small business (as defined in the Banking Code of Practice) this clause 4.11.13 applies to *your card*.

The Visa debit card scheme has a dispute resolution process that is contained in the operating rules of the Visa debit card scheme. This process sets out specific circumstances and time frames in which a member of the scheme (e.g. a bank) can claim a refund in connection with a disputed transaction on a cardholder's behalf. This is referred to as a 'chargeback right'. For example, a chargeback right may exist where *you* believe there is:

- An unauthorised transaction; or
- A transaction not processed in accordance with *your* authority; or
- Some other problem with the transaction; or
- Some other problem with goods or services *you* purchased with *your card*.

Our ability to investigate any disputed transaction on *your account*, and subsequently process a chargeback is restricted by the time limits imposed under the operating rules of the Visa debit card scheme. We will claim the chargeback for the most appropriate reason. We will not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with the Visa debit card scheme rules.

Our ability to dispute a transaction on *your* behalf (where a chargeback right exists) may be lost if *you* do not notify *us* within the required time frames. The time frames for *us* to process a chargeback (where a chargeback right exists) vary between 45 days and 120 days, depending on the type of disputed transaction. For this reason, it is in *your* interest to report any disputed transaction to *us* immediately and certainly no later than the due date shown on the *statement* of account.

Where it can be shown that *you* have unreasonably delayed notifying *us*, *you* may be liable for the loss on any disputed transaction.

Important: No refunds are available under the Visa debit card scheme rules where *your card* is used to fund a *BPAY* payment through the *BPAY* scheme. Refunds in connection with the *BPAY* scheme can only be claimed using the process outlined in clause 4.14 of this *Product Guide*.

4.11.14 Using your card outside Australia

You can use *your card* overseas to make withdrawals at financial institutions and at any *electronic banking device* displaying the Visa symbol.

The use of a *card* outside of Australia is, where required by the Reserve Bank of Australia, subject to such exchange control or other requirements of

the Reserve Bank as may be in force from time to time. These requirements may limit the purposes for which the *card* can be used overseas and the amount of cash that may be withdrawn. *You* can obtain details of those requirements (if any) from *us* at any time.

If a *card* is used outside Australia, both *purchases* and *cash advances* will be converted to Australian dollars in the way that Visa International requires. All transactions will be listed on *your statement* in Australian dollars and in the equivalent foreign currency amount of the transaction.

4.12. Home Banking Services (including BPAY)

4.12.1 Applying for Home Banking Services

You may apply for access to *your account* for *you* or an *authorised operator* using *Home Banking Services* by such means as we permit from time to time. The *Home Banking Services* available to *you* will be determined by *us* from time to time.

Each *authorised operator* who has *Home Banking Service* access must use the *Home Banking Services* on the same *terms and conditions* as apply to *you*. *You* should refer to clause 3.4 of this *Product Guide* for more details in relation to *authorised operators*.

Contact *us* to apply to access *your account* via any or all of our *Home Banking Services*.

We may accept or decline any such application at *our* discretion.

Some *Home Banking Services* may not be available where more than one signature is needed to operate *your account*.

4.12.2 Equipment for Home Banking Services

You need to supply and maintain *your own* equipment to use *our Home Banking Services*, including any *electronic equipment* and software necessary to enable *you* to use Online Banking, which may include continuance of an account with a telecommunications network provider.

Customers using Online Banking are encouraged to take all reasonable steps to protect the security of their *electronic equipment* by ensuring that it is free from viruses and/or any form of program or mechanism capable of recording personal information.

4.12.3 Online Banking Password (OBP)

When an application for access to an *account* via a

Home Banking Service is approved, we will advise the user of their Online Banking Password (OBP). The user will be issued an OBP for Online Banking.

Things to remember about your OBP

Lost, stolen or misused OBP or OBP disclosed to another person	If you or an authorised operator lose your OBP or have any reason to believe that it has been lost, stolen, misused or disclosed to another person, you or the relevant authorised operator must notify us immediately either in writing, in person at a branch, or by telephone (in which case written confirmation will be required) and must give us any information or documents we reasonably require in relation to that event.
Forgotten your OBP?	If you or an authorised operator forget your OBP, you or the relevant authorised operator can contact us with proof of your identity and we will arrange for a new OBP to be issued as soon as possible.

Things to remember about your OBP

Where a new OBP is requested, or we reissue or change an OBP (which we may do at any time by notifying the user), then we may deliver the OBP to the user by SMS (short message service) to the user's mobile telephone or via an automated telephone service.

You should refer to clause 4.18 for more information on the security of your OBP.

4.12.4 Use of Home Banking Services

Using their customer number, OBP and electronic equipment with internet access, a user can have access to Online Banking to:

- Pay bills using BPAY
- Check your account balances
- Transfer funds between your accounts with us
- View and print transaction records
- Make payments to other bank accounts by using AnyPay or send multiple payments (for example, by using BatchPay)
- Download/export your transaction data into

other formats if needed

- Reconcile your records with your account balances, your transactions and the amount of interest for the financial year.

If a user accesses Online Banking using mobile banking the user can access Online Banking to:

- Pay bills using BPAY
- Check your account balances
- Transfer funds between your accounts with us
- View transaction records
- Make payments to other bank accounts by using AnyPay to existing AnyPay payees only
- Reconcile your records with your account balances and your transactions.

Online Banking should only be accessed through our homepage at www.adelaidebank.com.au. Failure to check this may cause you loss.

We do not have to accept any Home Banking Service instruction given to us and we do not have to notify a user if we have not accepted such an instruction.

We will make reasonable efforts to ensure that any request made through a Home Banking Service is dealt with promptly.

Except as provided in clause 4.13.8 we are under no obligation to notify you or an authorised operator if any Home Banking Service payment is successful or unsuccessful. However, this sub-clause does not limit our obligation to provide a receipt where this is required by the ePayments Code.

You must ensure that your account from which a transfer or payment is to be made has sufficient available funds to enable the transaction to be performed by us.

Where we have instructions for more than one transfer or payment from your account we may determine the order of priority in which transfers or payments from your account are made.

4.12.5 Misuse or unauthorised use of Home Banking Services

We will accept and act on Home Banking Service instructions where a person or persons enter or quote:

- A user's customer number or, if required by us, a combination of customer numbers

- The appropriate *OBP* (whether or not disguised using an alphabetical security coding as notified by us to the person at the time)

Subject to any contrary *terms and conditions* in this *Product Guide*, any transfer or payment of funds made in the circumstances described in this sub-clause will be valid and constitute a permissible debit to the relevant *account*.

4.12.6 Suspension or cancellation of Home Banking Services

We may suspend or cancel a *user's OBP* or access to any or all *Home Banking Services* at any time without notice. We will cancel an *authorised operator's* access to any *Home Banking Service* on receipt of a written request by *you*. In the case of suspension, we may reinstate a *user's OBP* at any time without notice. We may also require the *user* to contact us before we reinstate a *OBP* or access, but we are not obliged to do this.

4.13 BPAY and our online banking payment service

BPAY enables customers to transfer payments to other parties via a central interbank processing system as cleared effects.

We are a member of *BPAY*.

With *BPAY payments*, you can (subject to any restrictions we impose) have 24 hour 7 day access through *Home Banking Services* or any other electronic means that we permit and a *biller* accepts to pay bills and get a receipt.

We are a *biller*. You may also be able to transfer funds from an *account* you have at another financial institution which is a member of *BPAY*, to an *account* with us, through *BPAY*.

We will tell you if we are no longer a member of *BPAY*. Our *online banking payment service* is our internet payment service including AnyPay and BatchPay:

- AnyPay allows an AnyPay *user* to debit their *account* and credit monies to another bank account
- BatchPay allows a *user* to make multiple payments to registered recipient accounts held with various financial institutions with only one debit being made from the nominated *account*.

4.13.1 Access to online banking payment service

Before we agree to allow you access to the *online banking payment service* for any *payee* we may require you to make an application to us regarding that *payee* in the form and containing

such information as we require. We are under no obligation to agree to any or all *payees* nominated in any such application and we may make available *payees* who are not listed in any such application. We may suspend or terminate access to any *payee* at any time without notice.

We are under no obligation to check or confirm the identity of *payees* or other information provided about them (including their *account* number for receipt of payments).

You should note that if funds are sent to an incorrectly quoted *account* number then it may not be possible to retrieve those funds.

4.13.2 Information needed to use BPAY

When you tell us to make a *BPAY payment*, you must give us the following information:

- The *biller* code which is located on the bill you wish to pay
- Your customer reference number with the *biller* code
- How much you want to pay
- Any other additional information we may require.

Once this information is received, we will debit your *account* with the amount of the *BPAY payment* as set out in clause 4.13.3.

You acknowledge that we are not obliged to effect a *BPAY payment* if we do not receive this information or the information is inaccurate.

4.13.3 When will a BPAY payment or online banking payment be received

a. You may authorise a *BPAY payment* or an *online banking payment* from your *account*:

- i. With the funds to be drawn immediately in which case your *account* will be debited immediately; or
- ii. Through Online Banking, with the funds to be drawn on a future specified date in which case your *account* will be debited on that future date. If that future date is not a *business day*:
 - the funds will be debited on the *business day* immediately preceding the nominated future date; or
 - if after the date of authorisation and before the nominated future date there

is no *business day*, the funds will be debited on the next *business day* after the nominated future date.

- b. For an *online banking payment*, regardless of the effective date (as determined by the terms and conditions of the *account*) on which you authorise funds to be drawn from an *account*, if:

- i. The day on which funds are drawn is a *business day* and the authorisation is complete:

- before 6.00 pm CST then the payment to the *payee* will generally be received by the *payee* on the next day that the Bulk Electronic Clearing System (BECS) is operating in the State or Territory where the *payee's* account is located; or
- after 6.00 pm and before midnight CST then the *payee's* account will generally receive the payment one *business day* later than if the authorisation had been completed before 6.00 pm – more precisely, the *payee's* account will generally receive the payment on the first day that BECS is operating in the State or Territory where the *payee's* account is located occurring immediately after the first *business day* after the calendar day on which funds are drawn;

- ii. Funds are to be drawn immediately and that day is not a *business day* then the *payee's* account will generally receive the payment on the first day that BECS is operating in the State or Territory where the *payee's* account is located occurring immediately after the first *business day* after the day on which funds are drawn;

- iii. Funds are to be drawn on a future date and that future date is not a *business day*, then the *payee's* account will generally receive the payment on the first day that BECS is operating in the State or Territory where the *payee's* account is located occurring immediately after the date of the debit under clause 4.13.3(a)(ii).

- c. For a *BPAY payment*, regardless of the effective date (as determined by the terms and conditions of the *account*) on which you authorise funds to be drawn from your *account* and subject to the fact that a payment may take longer to be credited to a *biller* if you tell us to make the payment on a Saturday, Sunday or public holiday, or if another participant in *BPAY* does not process a payment as soon as they receive its details, if:

- i. The day on which funds are drawn is a *BPAY*

day and the authorisation is completed:

- before 6.00 pm CST then the *biller* has agreed that the payment will be treated as received by the *biller* on that day;
- after 6.00 pm and before midnight CST then the *biller* has agreed that the payment will be treated as received by the *biller* on the next day that is a *BPAY day*;

- ii. Funds are to be drawn immediately and that day is not a *BPAY day*, then the *biller* has agreed that the payment will be treated as received by the *biller* on the next day that is a *BPAY day*;

- iii. Funds are to be drawn on a future date and that future date is not a *BPAY day*, then the payment will generally be treated as received by the *biller* on the first *BPAY day* occurring on or after the date of the debit under subclause 4.13.3(a)(ii).

4.13.4 BPAY payments may be delayed

A delay may occur in processing a *BPAY payment* where:

- There is a public or bank holiday on the day after you tell us to make a *BPAY payment*
- You tell us to make a *BPAY payment* on a day which is not a *BPAY day*
- You tell us to make a *BPAY payment* after 6.00 pm CST on a *BPAY day*
- Another financial institution participating in *BPAY* does not comply with its *BPAY* obligations
- A *biller* fails to comply with its *BPAY* obligations.

While it is expected that any delay in processing of a *BPAY payment* for any reason set out in this sub-clause will not continue for more than one *BPAY day*, any such delay may continue for a longer period.

We will attempt to make sure that your *BPAY payments* are processed promptly by participants in *BPAY*.

4.13.5 Variation of BPAY and online banking payment instructions

Any *online banking payment service* or *BPAY* instruction for funds to be drawn on a future date may be varied or revoked by any *person* who has complied with clause 4.12.3 where the new instruction is given and received by us prior to the *account* being debited. Payments cannot be edited after 11.30am CST on the *payment date*. We will

act on such new instruction as if it had been given by *you*. Otherwise, once we are instructed to make such a payment, we will not accept instructions to stop or vary an *online banking payment* or *BPAY payment* or to withdraw or vary an instruction to make such a payment.

4.13.6 Errors in your BPAY payment instructions to us

You should notify *us* immediately if *you* become aware that *you* may have made a mistake (except when *you* make an underpayment – for those errors see next paragraph) when instructing *us* to make a *BPAY payment*, or if *you* did not authorise a *BPAY payment* that has been made from *your account*. Clause 4.14 describes when and how we will arrange for such a *BPAY payment* to be refunded to *you*.

You must be careful to ensure that *you* tell *us* the correct amount *you* wish to pay. If *you* instruct *us* to make a *BPAY payment* and *you* discover later that the amount *you* told *us* to pay was less than the amount *you* needed to pay, *you* can make another *BPAY payment* for the difference between the amount actually paid to a *biller* and the amount *you* needed to pay.

4.13.7 No authorisation

You are not *authorised* to give a *biller* code to any *person* in order to receive payments of any amount owing to *you*. *Biller* codes may only be used by the *authorised biller* to receive payment of bills issued by that *biller*. The *terms and conditions* of the use of *BPAY* will not apply to any use by *you* of *biller* codes in this way.

4.13.8 Other important points about BPAY

If we are advised that *your BPAY payment* cannot be processed by a *biller* we will advise *you* of this, credit the relevant *account* with the amount of the *BPAY payment* and take all reasonable steps to assist *you* in making the *BPAY payment* as quickly as possible.

You acknowledge that the receipt by a *biller* of a mistaken or erroneous *BPAY payment* does not or will not constitute under any circumstances part or whole satisfaction of an underlying debt owed between *you* and that *biller*.

You should check *your account* records carefully and must promptly notify *us* as soon as *you* become aware of an unauthorised or erroneous *BPAY payment*, any mistake or delay in processing a *BPAY payment* or the possibility

that *you* have been fraudulently induced to make a *BPAY payment*.

4.13.9 Suspension and termination of access to BPAY

We may suspend *your* right to participate in *BPAY* at any time where we have suspended or cancelled *your OBP* or *your* access to any *Home Banking Service* or if *you* or someone acting on *your* behalf is suspected of being fraudulent.

4.13.10 BPAY and Visa

Subject to the terms of this *account*, where *you* use *your card* to pay a bill through *BPAY* we treat that payment as a purchase transaction and not a cash advance.

If *your BPAY payment* has been made using *your card*, there are no chargeback rights available under the *card*. *You* must contact the biller about any goods or services *you* may have agreed to acquire from the biller and resolve the dispute directly with the biller. Even if *you* have used *your card* to make a payment, *you* may still have rights under clause 4.13.5 or clause 4.14.2

4.13.11 Privacy and BPAY

You agree to *us* disclosing to *billers* nominated by *you* and if necessary the entity operating *BPAY* (*BPAY Pty Ltd*) or any other participant in *BPAY* and any agent appointed by any of them from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement *BPAY*:

- Such of *your* personal information (for example *your* name, email address and the fact that *you* are *our* customer) as is necessary to facilitate *your* registration for or use of *BPAY*
- Such of *your* transactional information as is necessary to process *your BPAY payments*. *Your BPAY payments* information will be disclosed by *BPAY Pty Ltd* through its agent to the *biller's* financial institution.

If *your* personal information detailed above is not disclosed to *BPAY Pty Ltd* or its agent, it will not be possible to process *your* requested *BPAY payment*.

You must notify *us* if any of *your* personal information changes. *You* consent to *us* disclosing *your* updated personal information to all other participants in *BPAY* referred to in this clause as necessary.

4.13.12 How to access your personal information

Who to ask	For information held by BPAY Pty Ltd ABN 69 079 137 518	For information held by Cardlink Services Ltd ABN 60 003 311 644
Phone	(02) 9922 3511	(02) 9646 9222
Write	Level 9, 20 Berry Street, North Sydney NSW 2060	Corner Park Road and South Parade, Auburn NSW 2144

4.14 Liability BPAY

This clause sets out information about liability and BPAY. You should also refer to clauses 4.22, 4.23, 4.24 and 4.25 for further information about liability.

4.14.1 Limitation of your liability if ePayments Code applies

If you are liable under this clause 4.14 for an unauthorised or fraudulent payment made on or after 1 April 2002 and the ePayments Code applies, then your liability will not exceed the amount determined according to clause 4.23.

In these circumstances we will be liable to you for the difference between the amount for which you are otherwise liable and the amount of the unauthorised or fraudulent payment.

This clause 4.14 also applies if your account is a business account.

4.14.2 Mistaken payments, unauthorised transactions and fraud

We will attempt to make sure that your BPAY payments are processed promptly by the participants in BPAY, including those billers to whom your BPAY payments are to be made. You must tell us promptly if:

- You become aware of any delays or mistakes in processing your BPAY payment
- You did not authorise a BPAY payment that has been made from your account
- You think that you have been fraudulently induced to make a BPAY payment.

We will attempt to rectify any such matters in relation to your BPAY payment in the way described in this clause. However, except as set out in this clause 4.14, we will not be liable for any loss or damage you suffer as a result of using BPAY. The longer the delay between when you tell us of the error and the date of your BPAY payment, the more difficult it may be to perform the error correction. For example, we or your biller may not have sufficient records or information

available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the biller to correct the error.

4.14.3 Mistaken payments

If a BPAY payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, we will credit that amount to your account. However, you must pay us that amount if you were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 BPAY days of us attempting to do so.

4.14.4 Unauthorised payments

If a BPAY payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions and we cannot recover within 20 BPAY days of us attempting to do so that amount from the person who received it.

4.14.5 Fraudulent payments

If a BPAY payment is induced by the fraud of a person involved in BPAY, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some person involved in BPAY knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

4.14.6 Resolution principles

If a BPAY payment you have made falls within the type described in clause 4.14.4 and either 4.14.3 or 4.14.5, then we will apply the principles stated in clause 4.14.4.

If a BPAY payment you have made falls within both types described in clause 4.14.3 and 4.14.5 then we will apply the principles stated in clause 4.14.5.

4.14.7 Information we need about unauthorised BPAY payments

If you tell us that a BPAY payment made from your account is unauthorised, you must give us your

written consent addressed to the *biller* who received that *BPAY* payment, agreeing to *us* obtaining from the *biller* information about *your account* with that *biller* or the *BPAY* payment, including *your* customer reference number and such information as we reasonably require to investigate the *BPAY* payment. If you do not give *us* that consent, the *biller* may not be permitted under law to disclose to *us* the information we need to investigate or rectify that *BPAY* payment.

4.15 Regular payments and third party direct debits

DIRECT DEBIT REQUEST SERVICE AGREEMENT

4.15.1 Types of regular payments

Auto Payment Plan	<p>Allows you to establish automatic transfers of a fixed amount from an account held with another financial institution to <i>your account</i>.</p> <p>This service is free of bank charges from <i>us</i>. Where we are debiting <i>your</i> account with another financial institution <i>you</i> may incur a fee from that financial institution.</p>
Automatic deduction	<p>Allows <i>you</i> to establish automatic transfers of a fixed amount between <i>your</i> Adelaide Bank accounts.</p>
Periodical payment	<p>Allows <i>you</i> to establish automatic transfers of a fixed amount from <i>your account</i> to <i>your</i> accounts with other financial institutions.</p>

Regular payments can be made provided there are sufficient funds in *your* nominated *direct debit account* and *you* comply with the applicable *terms and conditions* in this section.

The *direct debit account* *you* wish to make deductions from must be one that has funds available 'at call'. *You* should note that *regular payments* may not be available on all *accounts*. If in doubt, please refer to the *ledger financial institution*.

Please note that *you* will be unable to access the amount of a *regular payment* we make for *you* from a *direct debit account* for three *business days* from the *payment date*.

We may, subject to any restrictions on the operation of the *account*, accept an instruction relating to *regular payments* from an *authorised operator*. Any

such instruction is subject to these *terms and conditions* as if the instruction had been given by *you*. *You* should refer to clause 3.4 for more information about *authorised operators*.

4.15.2 Fixed amount payment option

For all *regular payments* *you* can choose to have a fixed amount transferred weekly, fortnightly or *monthly*. The deduction amount will be the amount nominated by *you* and will be deducted at the frequency nominated by *you*. The *regular payment* and periodical payment options have the extra flexibility of quarterly, half-yearly or yearly deductions.

4.15.3 General terms applying to regular payments and third party direct debits

For the purpose of this clause *you* can contact *us* by:

- Post to Payment Systems,
GPO Box 1048 Adelaide SA 5001

Any complaint that *you* have in relation to an unauthorised or otherwise irregular payment can be made by contacting *us* using the above options.

4.15.4 Applications

You may apply for a *regular payment* by filling out a *Regular payments* Application Form and returning it to *us*.

We can only begin to make a *regular payment* once we have processed *your* application.

Applications for a *regular payment* can take up to and including 5 *business days* to process. If a payment is due during this period, *you* will need to arrange an alternative method of payment.

Once *you* authorise *us*, we will arrange for the agreed amount to be debited from the nominated *direct debit account* and paid in accordance with *your* request.

4.15.5 Sufficient funds must be available

For an automatic deduction or a periodical payment, *you* must agree to have a minimum *available balance* or *available credit* in *your direct debit account* from which the *regular payment* is to be made. The minimum *available*

balance or *available credit* must be equal to the deduction amount plus charges not posted to the *direct debit account* plus any minimum *balance* required to be maintained in the *direct debit account*. This amount must be held in the *direct debit account* by 5.00pm CST on the *banking day* immediately preceding the day on which the deduction is to occur and *you* must retain such minimum *balance* in your *direct debit account* until the deduction has occurred.

4.15.6 The payment date

For a *regular payment*, where the *payment date* is the 29th, 30th or 31st day of a *month*, if a *month* that does not contain these days, then we will make the payment or transfer on the first day of the next *month*. Where the *payment date* is not a *banking day* or if some financial institutions are not open for business on that day, then we will make the payment or transfer on the next *banking day* or when the financial institution is next open for business. For further information about when an automatic deduction will be debited to the *account*, *you* should contact the *ledger financial institution*.

For an automatic deduction and a periodical payment, where the day of deduction is not a *banking day* your deduction will occur on the preceding *banking day*.

4.15.7 Debiting your account

For a *regular payment* plan, *you* authorise the *ledger financial institution* to debit the *direct debit account* with any amounts that we may debit or charge *you* through the *direct debit system*. Information in relation to *you*, *your account* and the *regular payment* may be disclosed by *us* to the *ledger financial institution* in connection with a claim relating to a *regular payment*. Information in relation to *your direct debit account* may be disclosed by the *ledger financial institution* to *us* in connection with a claim in relation to a *regular payment*.

For a *regular payment* plan, *you* authorise *us* on the *payment date* (or other day as determined under clause 4.15.6) to debit the *direct debit account* with an amount calculated in accordance with the nominated payment amount.

4.15.8 Deductions

All *regular payments* we make for *you* either from or to *your account* or *direct debit account* are treated as payments to *you* or by *you*.

4.15.9 Deduction amount may be changed by us

Where the *direct debit account* is with another financial institution, we may change the deduction amount through the *direct debit system*.

4.15.10 Stopping or cancelling your regular payments

When *you* have authorised *us* to make a *regular payment* either from or to *your account* or *direct debit account* and *you* want to cancel the *regular payment*, *you* must advise *us* in writing at least 2 *business days* prior to the next *payment date*.

You should direct all requests to stop, cancel, defer or vary a *regular payment* and all disputes to *us*. We also suggest that the same instruction is made in writing to the *payee*.

Cancellation will only take effect when we have processed *your* request. We will promptly process *your* request.

4.15.11 Changing your regular payments

You may change a *regular payment* by filling in a new application form which can be sent to *you* in the post.

Any signature restrictions on *your account* may apply to the authorisation of a *regular payment*. After we have received the application form, we require 2 *business days* to process the change. *You* must advise *us* in writing of the change at least 2 *business days* prior to the next *payment date*.

We will provide *you* with at least 14 days notice if we intend to vary *terms and conditions* of the direct debit request service agreement.

4.15.12 Terminating your regular payment

Any arrangement in relation to a *regular payment* will be terminated without notice to *you* if we decide, or the *payee* advises *us*, that no further payment is required.

We may at *our* discretion terminate any arrangement relating to a future *regular payment* at any time by notice in writing to *you*.

A request for a *regular payment* will remain effective for the protection of *us* in respect of *regular payments* made in good faith notwithstanding *your* death, bankruptcy, insolvency or revocation of any request for the *regular payment*. If we receive written notice that *you* have died or become bankrupt or *insolvent* or revoke *your* request, the *regular payment* will be cancelled once the notice is processed. This provision does not apply to a direct debit request.

4.15.13 Fees for regular payments

We may charge you a fee for effecting *regular payments*. For a direct debit request and a *regular payment plan*, we may also charge you a fee if a direct debit or automatic deduction is returned unpaid by the *ledger financial institution*. Please refer to Part E for details of fees and charges that apply to *regular payments*.

4.15.14 Ensuring accuracy of regular payments

To ensure accuracy for an auto payment plan, you should confirm *direct debit account* details by reference to a recent *account statement* issued by the *ledger financial institution*.

Before you arrange a *regular payment* to someone else check that they are able to receive the *regular payment* and that you are able to make a *regular payment* from your account with us.

4.15.15 Order of priority of payments

For a *regular payment plan*, the *ledger financial institution* may in its absolute discretion conclusively determine the order of priority of payment by it of any monies, pursuant to this or any other authority or withdrawal request which you have given or may give to the *ledger financial institution* in relation to your *direct debit account*.

For an automatic deduction and a periodical payment, we may at our absolute discretion conclusively determine the order of priority of payment by us of any monies, pursuant to this or any other authority or withdrawal request which you have given or may give to us in relation to your account.

4.15.16 Liability for loss

For all *regular payments* we are not responsible or liable for any loss or damage suffered by you or anyone else if a *regular payment* is not made, is late, or is not made in accordance with instructions, except where the loss or damage is caused or contributed by fraud, wilful default or a negligent act or omission on our part.

4.15.17 Inconsistency

For a periodical payment and an automatic deduction, where there is an inconsistency between these conditions and the *terms and conditions* on any application form or other document(s) in relation to a *direct debit account* the *terms and conditions* on that application form or other document will prevail.

For the purposes of this sub-clause, 'conditions' means the *terms and conditions* in this *Product Guide* as amended from time to time or any *terms and conditions* adopted in substitution and where the context permits includes all other conditions

(including any conditions appearing on an application form) relating to a direct debit request authority and an automatic deduction authority.

4.15.18 What are third party direct debits?

Third party direct debits allow you to arrange with a third party (such as your health fund) for that third party to debit amounts directly from your account on your behalf. You will need to apply to the third party to arrange a third party direct debit, and this arrangement is between you and the third party.

4.15.19 Third party direct debits

All third party direct debits made from your account are treated as payments by you. Before you arrange a third party direct debit you must check that you are able to make the direct debit from your account held with us. When arranging a third party direct debit, you should also ensure your account details are correct by reference to a recent *account statement* issued by us.

A third party direct debit can be made provided there are sufficient funds in your account. We may charge you a fee for processing a third party direct debit. Such fee will be deducted from the account from which the debit is made at or after the time the debit is made. In the case of you having insufficient funds in your account, we may dishonour the third party direct debit and you may incur a fee. Please refer to Part E for details of the fees and charges that apply to third party direct debits.

You must check your account statement and notify us as soon as possible if you think that an amount debited to your account by a third party was unauthorised or incorrect. Any complaint that you have in relation to an unauthorised or otherwise irregular third party direct debit can be made by contacting us. We will promptly process your request. You should also contact the relevant third party in relation to any disputed amounts.

You may cancel a third party direct debit at any time by giving written notice to us.

You must advise us in writing at least 2 business days prior to the next payment date to ensure your next payment is not processed. Cancellation is not effective until we have processed your request. We also suggest that the same instruction be made in writing to the third party.

You should be aware that there is a risk that the third party may continue to debit amounts from your account even after you have cancelled the third party direct debit.

Without limiting any other provision in these *terms and conditions*, if you arrange a third party direct

debit *you* agree to indemnify and release *us* from all liability which we may incur if a third party direct debit is not made, a third party direct debit is made late or is not made in accordance with *your* instructions or a cancellation request is given too late to enable a third party direct debit to be cancelled.

You authorise *us* to debit *your account* with the amount of the indemnity. This indemnity and release will not apply to the extent that the liability is caused or contributed by fraud, wilful default or a negligent act or omission on *our* part.

We may at *our* absolute discretion conclusively determine the order of priority of payment by *us* of any monies pursuant to any third party direct debit authority given by *you* in relation to *your account*.

4.16 Deposits

4.16.1 Where are deposits accepted?

Deposits of cash and cheques may be made at:

- A *branch*
- Some of *our electronic banking devices*
- Post offices displaying the *Bank@Post* symbol using *your card*.

Other parties may also make a deposit to *your account* via various electronic and other means available to them. When advising another party to credit *your account* *you* will need to provide them with *our* BSB number (610-101) and *your* direct debit/credit number (as shown on *your statement of account*).

4.16.2 Deposits into *your account*

Cheques deposited to *your account* are not available to be drawn against until the funds have been cleared and paid. If *you* wish to dispute the amount of a cash or cheque deposit recorded into *your account*, contact *us* with *your* deposit receipt. We will make any necessary adjustments to the *account* once we have verified the amount that was deposited. *You* must pay in Australian dollars in Australia (it is not possible to make payments overseas).

For an *EFT transaction* which is a deposit of cash or a cheque into an *account* such deposit is subject to receipt and subsequent verification by *us* and where there is a discrepancy between the amount recorded by the *electronic equipment* or *access method* as having been deposited and the amount recorded by *us* as having been received, *you* will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the nominated *account*. The security of deposits received at *our equipment* is *our* responsibility from the time the *EFT transaction* at *our equipment* is completed (subject to verification of the amount(s) deposited).

4.16.3 Deposits via direct debit

Any request for a direct debit must be signed by the *account* holder. Only where the *account* holder has signed the original application can a direct debit request be accepted and processed. Both account names (account being debited and Adelaide Bank *account* being credited) must be held in the same name. This form must be signed by *you* or *your* power of attorney. Authorisation given by companies must be signed in one of the following ways:

- by two directors of the company
 - by a director and by a secretary of the company
 - for a proprietary company that has a sole director who is also the sole company secretary – by the director
 - by a duly authorised attorney
 - under seal (if required). *Accounts* held jointly must be signed by, or on behalf of, all *account* holders.
- We may vary any details of this agreement or direct debit request at any time by giving *you* at least fourteen (14) days written notice. *You* may change, stop or defer a debit payment, or terminate this agreement by providing *us* with at least 14 days notification by writing to *us*.
 - Direct debit dishonour may occur where both accounts are not held in the same name. Direct debit dishonour will occur where funds are not cleared and available in the corresponding institution. Direct debit dishonour fees may be charged by the corresponding institution where funds are not cleared and available or where accounts vary in name.
 - The *account* will only generate interest from the day the funds are deposited (please allow minimum 3 days).
 - If the debit day falls on a day that is not a *banking day*, we may direct *your* financial institution to debit *your* account on the following *banking day*. If *you* are unsure about which day *your* account has or will be debited *you* should ask *your* financial institution.
 - It is *your* responsibility to ensure that there are sufficient cleared funds available in *your* account to allow a debit payment to be made in accordance with the direct debit request. If there are insufficient clear funds in *your* account to meet a debit payment:
 - *you* may be charged a fee and/or interest by *your* financial institution

- *you* may also incur fees or charges imposed or incurred by *us*
- *you* must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in *your* account by an agreed time so that we can process the debit payment
- *you* should check *your* account statement to verify that the amounts debited from *your* account are correct.

You should check:

- with *your* financial institution whether direct debiting is available from *your* account as direct debiting is not available on all accounts offered by financial institutions
- *your* account details which *you* have provided to *us* are correct by checking them against a recent account statement; and with *your* financial institution before completing the direct debit request.
- We will keep any information (including *your* account details) in *your* direct debit request confidential. We will make reasonable efforts to keep any such information that we have about *you* secure and to ensure that any of our employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information. We will only disclose information that we have about *you*:
 - to the extent specifically required by law
 - for the purposes of this agreement (including disclosing information in connection with any query or claim).
- We will also accept and promptly process any complaint from *you* that a direct debit payment transaction was unauthorised or irregular. In the case of direct debit transaction, again, we may suggest that *you* also contact the debit user.

4.16.4 Lost deposits

To the full extent permitted by law we are not liable for any loss arising from the loss or theft of any cheque, payment order or bill of exchange deposited with *us*. In addition to other rights, we may recover the amount of any such cheque, payment order or bill of exchange by debiting an *account* to which the amount of the cheque,

payment order or bill of exchange had been credited. If we do, we will notify *you* as soon as possible.

4.17 Safeguarding payment instruments

You should safeguard payment instruments such as *cards*, cheques and bank cheques. Subject to clauses 4.11.10, 4.11.11, 4.11.12 and 4.23 *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.

For circumstances in which *you* are liable for losses resulting from 'unauthorised *EFT transactions*', see clause 4.23. *Your* liability for losses resulting from unauthorised *EFT transactions* will be determined under the *ePayments Code* (as reflected in clause 4.23) rather than clause 4.18, except where *your account* is a *business account* in which case *your* liability for such losses will be determined under clause 4.23.1.

You should ensure that *authorised operators* are familiar with these guidelines as *you* may be liable for losses those *authorised operators* incur in relation to *your account*.

You should also refer to clause 4.25 in relation to *your* liability for other unauthorised transactions.

4.18 Guidelines – access method security

This clause sets out guidelines for *users* on ensuring the security of an *access method*. These are guidelines only.

4.18.1 Keeping your cards and codes secure

You may be provided with two types of security code numbers which *you* will need to access *your account* using a *card* or *Home Banking Service*. The *PIN* must be used to access *your account* through ATMs and EFTPOS retailers. An *OBP* must be used to access *your account* through *Home Banking Services*.

The security of *access methods*, in particular, *cards*, *PINs* and *OBPs* (or any other code) is very important. *Users* must make every effort to see that their *card* and any record of their *PIN*, *OBP* or other code are not misused, disclosed, lost or stolen.

These guidelines are designed to assist you with security and to reduce the incidence of losses that you or we may incur.

4.18.2 Security guidelines generally

Users should:

- Sign a *card* as soon as it is received
- Not voluntarily disclose a *PIN*, *OBP* or other *code* to anyone (including to a family member or friend)
- Take reasonable steps to prevent another *person* observing the *user* entering their *PIN*, *OBP* or other *code*
- Not permit any other *person* to use any *card* that has been issued to the *user*
- If we permit the *user* to select or change a *PIN*, *OBP* or other *code*, not select a numeric *code* that represents the *user's* birth date or an alphabetical *code* which is a recognisable part of the *user's* name
- When using Online Banking exit the bank application before leaving the computer unattended and take reasonable steps to maintain the security of the *user's* hardware and software
- Not record their *PIN* on their *card*, or keep a record of their *PIN* on any article or articles normally carried with the *card*, or which are liable to loss or theft with the *card*
- Not record their *OBP* or other *code* used to access a *Home Banking Service* on a telephone or computer, or keep a record of their *OBP* or any article or articles containing such other *code* which are liable to loss or theft with the record of the *OBP*.

If a *user* requires a memory aid to recall their *PIN*, *OBP* or other *code*, then if the *user* makes a record of that *code* they should make a reasonable attempt to protect the security of the *code* record. For example, *users* should make a reasonable attempt to disguise the *code* within the record and take reasonable steps to prevent unauthorised access to the *code* record, for example by hiding or disguising the *code* record among other records or in places where a *code* record would not be expected to be found, by keeping the record of the *code* in a securely locked container or where the *code* is stored electronically and prevent unauthorised access to the relevant electronic record.

Users should not record a disguised *PIN* on their *card* or record a disguised *OBP* or other *code* used to access a *Home Banking Service* on a

telephone or computer, disguise their *code* by reversing the number sequence, disguise a *code* using alphabetical characters or numbers (for example A=1, B=2, C=3, etc) or disguise a *code* using any of the following combinations (or parts of them):

- Dates of birth
- Personal telephone numbers
- Car registration numbers
- Family members' names
- Social security numbers
- Licence numbers.

Users should not describe their disguised record as 'internet banking *code*', 'online *code*', 'access line *code*', '*PIN* record', '*OBP* record' or anything similar; or store their *code* in any low security electronic device of any kind, such as calculators, personal computers and electronic organisers.

Other means of disguise may also be inappropriate as they may allow someone else to ascertain the *user's code*. *Users* should exercise extreme care if they decide to record a memory aid for a *code*.

4.19 Business accounts and the ePayments Code

The ePayments Code does not apply to *EFT transactions* in relation to *business accounts*. If *your account* is a *business account*, then these *terms and conditions* are varied where expressly indicated in this section. Where it is indicated in this section that certain clauses do not apply in relation to *business accounts*, such clauses do not apply, despite them being referred to in other clauses (in which case such other clauses are to be read as if that reference to the clause that does not apply did not appear).

4.20 Changes to terms and conditions – transaction services

Subject to the conditions in clause 2.5.1, we may change these *terms and conditions* from time to time, including to:

- Impose or increase charges relating solely to the use of an *access method*, or the issue of an additional or replacement *access method*
- Increase *your* liability for losses relating to *EFT transactions* (subject to the liability limits in the ePayments Code to the extent that the ePayments Code applies)

- Impose, remove or adjust a daily transaction limit or other periodic transaction limit applying to the use of an *access method*, an *account* or *electronic equipment*.

We will give *you* such period of advance notice of any change as required by any applicable law, (including the National Credit Code), applicable industry or other code of practice (including the *ePayments Code* and the Banking Code of Practice) or, if applicable to the change, the *terms and conditions* of *your account*. In the absence of any such requirement we will give *you* notice of any such change in advance of the date it takes effect. Any such notice will be given in writing, by advertisement in the national media or local media or, where permitted, electronically.

Notwithstanding the provisions of this clause, advance notice need not be given when changes are necessitated by an immediate need to restore or maintain the security of the system or individual *accounts*.

4.21 Complaints in relation to transaction services

4.21.1 Complaints in relation to EFT transactions

If a *user* has a complaint relating to an *EFT transaction* or any other matter covered by the *ePayments Code*, including any apparent error in a transaction or instances of unauthorised transactions or a query relating to an entry in, or an apparent error in, a *statement of account*, the following procedures will apply:

- The *user* must notify *us* promptly by telephoning *us* on the relevant numbers set out in the Contact details section of this *Product Guide* and must as soon as possible thereafter supply *us* with written confirmation of the complaint.
- If we are unable to resolve the matter immediately, the *user* will be given written advice of *our* procedures to investigate and handle the matter and will be required to give details of all relevant information regarding the complaint.
- Within 21 days of receiving the complaint, we will advise the *user* in writing of either the outcome of the investigation or the need for more time to complete *our* investigation.
- In all but exceptional cases, we will take less than 30 days to complete *our* investigation.
- If it is going to take longer than 30 days to resolve the complaint, we will:
 - inform the *user* of the reasons for the delay
 - provide the *user* with *monthly* updates on progress with the complaint
- When we complete *our* investigation, we will promptly inform the *user* of:
 - the outcome
 - *our* reasons for *our* decision, with reference to relevant provisions of the *ePayments Code*
 - except where the complaint has been resolved completely in the *user's* favour, the further action the *user* can take in respect of the *ePayments Code* including other avenues of dispute resolution that are available and the relevant contact details. This advice will be in writing unless the complaint is settled immediately to the satisfaction of the *user* and *us*.
- If we decide that an *account* has been incorrectly debited or credited, having regard to the provisions of the *ePayments Code* we will where appropriate adjust the *balance* of the *account* (including appropriate adjustments for any interest and/or charges) and tell *you* in writing of the amount by which the *account* has been debited or credited as a result.
- If we decide that *you* are liable under clauses 4.23 or 4.24 of this *Product Guide* for at least part of the amount of the transaction subject to complaint, we will make available to *you* copies of any document or other evidence (including information from the log or audit trail relating to the transaction) relevant to the outcome and will also advise *you* in writing whether there was a system or equipment malfunction at the time of the transaction.
- Where we decide to resolve a complaint concerning an 'unauthorised transaction' under clauses 4.23.2 or 4.23.3 and within 7 business days of receipt of the complaint, adjust *your account* pursuant to subclause (h) above to give effect to that decision and provide the *user* with the information required by subclauses (g) and (h) above, we are not required to comply with subclauses (b), (c) or (i) above in respect of the complaint concerning the unauthorised transaction.

4.21.2 Mistaken Internet Payments

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

If we are satisfied that a *mistaken internet payment* has occurred, we will contact the *receiving bank*. We are not required to take any further action if we are not satisfied that a *mistaken internet payment* has occurred.

If the *receiving bank* is also satisfied that a *mistaken internet payment* has occurred the next actions will depend on whether the *unintended recipient* has sufficient funds available in their account.

Where the *unintended recipient* has sufficient funds available in their account, the process depends on when you reported the *mistaken internet payment*.

- If you made the report within 10 business days, the *receiving bank* will withdraw the funds from the *unintended recipients* account.
- If you made the report between 10 business days and 7 months, the *receiving bank* will give the *unintended recipient* 10 business days to establish that they are entitled to those funds. If the *unintended recipient* does not establish that they are entitled to the funds, the *receiving bank* will withdraw the funds from the *unintended recipients* account.
- If you made the report after 7 months, the *receiving bank* may try to get the consent of the *unintended recipient* to return the funds. If the *unintended recipient* consents, the *receiving bank* will withdraw those funds from the *unintended recipients* account.

Where the *unintended recipient* does not have sufficient funds available in their account, the *receiving bank* will use reasonable endeavours to retrieve the funds from the *unintended recipient*.

Where the *receiving bank* withdraws the funds from the *unintended recipients* account, the *receiving bank* will return the funds to us. We will then return the funds to you.

We are not required to credit your account for the amount of an incorrect 'pay anyone' payment pending investigation of your report.

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

If the *receiving bank* is not satisfied that a *mistaken internet payment* has occurred the *receiving bank* may try to get the consent of the *unintended recipient* to return the funds.

You will be liable for losses arising from the *mistaken internet payment* if the *receiving bank* does not recover the funds from the *unintended recipient*.

If you are the *unintended recipient* of funds and if we are required to withdraw those funds from your account under the *ePayments Code* (as the *receiving bank*), you authorise us to withdraw those funds in accordance with the *ePayments Code*.

4.21.3 Business accounts

If your account is a business account, clause 4.21.1 will not apply. Any complaint in relation to a *BPAY* payment will be dealt with in accordance with the requirements of the *BPAY* scheme rules and operating procedures at that time. Other complaints will be dealt with in accordance with any industry or other code of practice which is applicable and which is binding on us, or will otherwise be dealt with as we see fit.

4.22 Your obligations

You are liable for all of your obligations under these terms and conditions both on your own and, for obligations in respect of your account and subject to the terms of that account, jointly with any one or more other persons who may hold the account jointly with you. Subject to any express provisions in this section regarding liability, including liability under the *ePayments Code* or *BPAY*:

- We do not accept any liability or responsibility for disclosure of information relating to your account via any *Home Banking Service* where such information is obtained by or in conjunction with any person using your *OBP*
- We are not responsible or liable for any loss or damage suffered by you or any other person arising directly or indirectly from or in connection with *Home Banking Services*:
 - should any *Home Banking Service* instruction (other than an instruction for an *EFT transaction*) not be performed, not be performed in its entirety, not be performed promptly, not be performed in the way we have said it will perform, or is erroneous
 - should our equipment refuse to accept an instruction at any time as a result of any loss, modification, damage or destruction of hardware or software including where caused by computer virus or program bugs or similar causes
 - for any other reason where the law and any applicable code of practice (including the *ePayments Code*) do not provide that you are not so liable.

4.23 Liability for unauthorised EFT transactions

4.23.1 Application of this clause

This clause 4.23 deals with liability for *EFT transactions* which are not authorised by a *user* and does not apply to any transaction carried out by a *user* or by anyone performing a transaction with a *user's* knowledge and consent.

This clause 4.23 does not apply to any transaction relating to a *business account*. If *you* hold a *business account*, subject to clause 4.14, *you* will be liable for all transactions on *your business account*, whether authorised by a *user*, carried out by a *user*, by anyone performing a transaction with a *user's* knowledge and consent or by an unauthorised *person*.

Where an unauthorised transaction relates to *your card* *you* should also refer to clause 4.11.13.

4.23.2 When *you* are not liable for losses

You are not liable for losses resulting from unauthorised transactions:

- Occurring after notification to *us* that any *card* forming part of the *access method* has been misused, lost or stolen or that the security of *codes* forming part of the *access method* has been breached
- Where it is clear that a *user* has not contributed to such losses. If a *user* is unable to report the loss, theft or unauthorised use of a *card* or breach of security by reason of *our* notification facilities being unavailable *you* are not liable for any losses occurring during the period in which such facilities were not available providing that notification is made to *us* within a reasonable time of the facility again becoming available.

You are also not liable for any losses:

- That are caused by the fraudulent or negligent conduct of *our* employees or agents or companies involved in networking arrangements or of merchants or of their agents or employees
- Relating to any component of an *access method* that is forged, faulty, expired or cancelled
- That arise from transactions which require the use of a *card* or *code* forming part of the *user's access method* and that occurred before the *user* has received any such *card* or *code* (including a reissued *card* or *code*)
- That are caused by the same transaction being incorrectly debited more than once to the same *account*.

4.23.3 When *you* are liable for losses

If clause 4.23.2 does not apply then *you* are liable for losses resulting from unauthorised transactions only as provided below:

- a. Where we can prove on the *balance* of probability that a *user* contributed to the losses through the *user's* fraud or the *user's* contravention of the *rules for user codes* in clause 4.23.4, *you* are liable for the actual losses which occur before we are notified that a *card* forming part of the *access method* has been misused, lost or stolen or that the security of the *codes* forming part of the *access method* has been breached, but *you* are not liable for any loss that exceeds transaction or *account* limits as follows:
 - i. that portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s)
 - ii. that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period
 - iii. that portion of the total losses incurred on any *account* which exceeds the *balance* of that *account* (including, where the *ePayments Code* allows, any prearranged credit)
 - iv. all losses incurred on any *accounts* which *you* and we had not agreed could be accessed using the *access method*.
- b. Where an *access method* includes more than one *code* and we prove that a *user* contravened the *rules for user codes* by voluntarily disclosing or by keeping a record of one or more *codes* but not all the *codes* in the *access method*, *you* are liable under this subclause:
 - i. Only if we also prove on the *balance* of probability that the *user's* contravention of the *rules for user codes* was the dominant contributing cause of the losses.
 - ii. The *user's* unreasonable delay in giving notice where we can prove on the *balance* of probability that a *user* has contributed to losses resulting from unauthorised transactions by the *user's* unreasonable delay in notifying *us* after becoming aware of the misuse, loss or theft of a *card* forming part of the *access method*, or that the security of all of the *codes* forming part of the *access method* has been breached, *you* are liable for the actual losses which occur between when the *user* became aware (or should reasonably have been aware in the case of a lost or stolen *card*) and when we were actually notified, but are not liable for any losses that exceed the transaction or *account* limits described above in paragraphs (i), (ii),

(iii) or (iv) of clause 4.23.3(a).

- c. Where a *code* was required to perform the unauthorised transactions and neither of clauses 4.23.3(a) or 4.23.3(b) apply, *you* are liable for the least of:
- i. \$150
 - ii. the *balance* of those *account(s)* (including any pre-arranged credit) from which value was transferred in the unauthorised transactions and which *you* and we have agreed may be accessed using the *access method*
 - iii. the actual loss at the time we are notified (where relevant) that the *card* has been misused, lost or stolen or that the security of *codes* has been breached (excluding that portion of the losses incurred on any one day which exceed any applicable daily transaction or other periodic transaction limit(s)).
- iv. If *you* have contributed to the loss by leaving a card in an ATM which incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

4.23.4 Rules for user codes

Where an *access method* utilises a *code* or *codes*, a *user* must comply with the following rules:

- The *user* must not voluntarily disclose one or more of the *codes* to anyone, including a family member or friend
- Where the *access method* also utilises a *card*, the *user* must not indicate one or more of the *codes* on the *card*, or keep a record of one or more of the *codes* (without making any reasonable attempt to protect the security of the *code* records) on the one article, or on several articles, carried with the *card* or liable to loss or theft simultaneously with the *card*
- Where the *access method* comprises a *code* or *codes* without a *card*, the *user* must not keep a record of all the *codes* (without making any reasonable attempt to protect the security of the *code* records) on the one article, or on several articles so that they are liable to loss or theft simultaneously
- Where we permit the *user* to select or change a *code* and, immediately before the *user's* selection or change of the *code*, we specifically instruct the *user* not to select a numeric *code* which represents the *user's* date of birth or an alphabetical *code* which is a recognisable part of the *user's* name and warn the *user* of the consequences of such

a selection, then the *user* must not select such a numeric or alphabetical *code*

- The *user* must not act with extreme carelessness in failing to protect the security of the *code*.

Where we expressly:

- Authorise particular conduct by a *user* (either generally or subject to conditions), the engaging in that conduct by the *user* (within any applicable conditions) is not a contravention of the *rules for user codes*
- Or impliedly promote, endorse or authorise the use of an *account access service* by a *user* (including the hosting of an *account access service* at *our* electronic address), disclosure, recording or storage of a *code* by a *user* that is required or recommended for the purpose of using that *account access service* is not a contravention of the *rules for user codes*.

For the purposes of the *rules for user codes*, a reasonable attempt to protect the security of a *code* record includes either or both of making any reasonable attempt to disguise the *code(s)* within the record and taking reasonable steps to prevent unauthorised access to the *code* record.

4.24 Liability in cases of system or equipment malfunction

We are responsible to *users* for loss caused by the failure of *our system* or *our equipment* to complete an *EFT transaction* accepted by *our system* or *our equipment* in accordance with the *user's* instructions.

A *user* is entitled to make claims for consequential damage in relation to an *EFT transaction* which may arise as a result of a malfunction of *our system* or *our equipment* however caused, except where the *user* should have been aware that the system or equipment was unavailable for use or malfunctioning, in which case *our* responsibilities are limited to the correction of any errors in the *account*, and the refund of any charges or fees imposed on *you* as a result.

This clause does not apply to any transaction relating to a *business account*. If *you* hold a *business account*, subject to clause 4.14, *you* will be liable for all transactions on *your business account*, whether *authorised* by a *user*, carried out by a *user*, by anyone performing a transaction with a *user's* knowledge and consent or by an unauthorised *person*.

4.25 Liability – other transactions

You are liable for any *card* transaction:

- Which is not *authorised* by a *user* or which is not carried out by a *user* or by anyone performing a transaction with the *user's* knowledge or consent
- Which is not an *EFT transaction* (such as the use of a *card* to make a *purchase* where a *PIN* is not used and a voucher is signed to authorise the transaction), but *you* will not be liable for any such transaction that occurs after we receive notice from *you* that the *card* has been lost or stolen.

You are liable for transactions which are *authorised* by a *user* or which are carried out by a *user* or by anyone performing a transaction with a *user's* knowledge or consent.

This clause does not apply to any transaction relating to a *business account*. If *your account* is a *business account*, subject to clause 4.14, *you* will be liable for all transactions on *your account* whether *authorised* by a *user*, carried out by a *user*, by anyone performing a transaction with a *user's* knowledge and consent or by an unauthorised *person*.

4.26 Limits on indemnities and exclusions of liabilities

You are not liable to *us* under any indemnity contained in this *Product Guide* in relation to any loss, damage, charge, expense, fee or claim suffered or incurred by *us* as a result of fraud, negligence or wilful misconduct of *us*, *our* employees or agents or a receiver appointed by *us*.

Any term in this *Product Guide* which excludes *our* liability to *you* does not exclude any liability we may have to *you* directly as a result of fraud, negligence or wilful misconduct of *us*, *our* employees or agents or a receiver appointed by *us*.

Any indemnity or exclusion of liability only applies to the extent that it is lawful and consistent with the Banking Code of Practice and the ePayments Code.

4.27 Implied conditions and warranties

Some legislation (including the Competition and Consumer Act 2010 and the Australian Securities and Investments Commission Act 2001) implies

conditions and warranties into particular types of contract, and some legislation does not permit such conditions and warranties to be excluded, restricted or modified. The *terms and conditions* contained in this section are limited such that they do not exclude, restrict or modify any of those rights.

5. Part E – Fees and charges

5.1 Fees and charges payable

You agree to pay us:

- All fees and charges described in this *Product Guide* plus any new fees and charges we impose under the *terms and conditions*, and
- Government charges, including all additional government stamp and other duties and charges payable on receipts or withdrawals under these *terms and conditions*, including, where applicable, on credit business in Queensland (these duties and charges are payable by you at the time, as a matter of law, they are required to be paid), and

- Any expenses we incur in enforcing the *terms and conditions* of your account. You authorise us to debit any of these amounts to your account. We may do so on or after the date we pay them or the date they become due or payable by you or us (whichever is earlier).

We can at any time choose not to collect a fee or charge from you. This does not prejudice our right to collect the fee or charge in the future. The amount or frequency or time of payment of a fee or charge may change or a new fee or charge may be imposed in accordance with these *terms and conditions*.

Information about fees and charges is available on request by contacting us. Our contact details can be found in the contact details section of this *Product Guide*.

5.1.1 General fees and charges

General fees and charges			
ATM withdrawal, transfer or balance enquiry	Charged for each withdrawal, transfer or <i>balance</i> enquiry you make from your MyEveryday Account at a Bendigo Bank ATM or an ATM that forms part of a Bendigo Bank shared ATM network	Free	Charged immediately to your account
Bank@Post withdrawal or deposit	Charged for each withdrawal or deposit you make from/to your MyEveryday Account via Bank@Post	\$4.00	
Branch withdrawal or transfer	Charged for each <i>branch</i> withdrawal or transfer you request	\$2	
Overseas ATM withdrawal or balance enquiry	Charged for each withdrawal or <i>balance</i> enquiry you make from your MyEveryday Account from an ATM outside of Australia Note: the foreign currency transaction fee also applies	\$4	

5.1.2 Cheque fees

Cheque fees			
Bank cheque withdrawal	Charged for each bank cheque that you request	\$10	Charged immediately to your account
Cheque search fee	Charged when you request us to provide you with a copy of, or access to, a cleared bank cheque drawn on your account	\$60 per hour (min charge \$15)	
Stop payment of Bank cheque	Charged to your account when you request that a stop payment be placed on a Bank cheque, which prevents anyone from cashing the cheque (only available in limited circumstances)	\$20	

5.1.3 Other

Other fees			
Swift	Charged to <i>your account</i> when you request a same-day transfer of funds to be made electronically to a non Adelaide Bank account	\$30	Charged immediately to <i>your account</i>
Telegraphic transfer	Charged when <i>you</i> request <i>us</i> to electronically transfer funds from your Adelaide Bank account to overseas destinations worldwide in AUD or foreign currency	\$30	
Inward telegraphic transfer (domestic)	Acceptance of payment in AUD currency for swift transfer to an Adelaide Bank account	\$2	
Inward telegraphic transfer (international)	Acceptance of payments in a foreign currency for swift transfer to an Adelaide Bank account	\$10	
Coin counting fee	Payable if loose or incorrectly bagged coins are deposited to <i>your account</i> at a <i>branch</i>	\$1 per bag (min charge \$5 for non customers)	
Lost or damaged card replacement (within Australia)	Charged when <i>you</i> request <i>us</i> to replace each lost or damaged <i>card</i> while within Australia. Please refer to section 5.1.6 for more information about overseas <i>card</i> replacement	Nil	
Interbank credit transfer	Charged when <i>you</i> request a <i>branch</i> transfer of funds to a non Adelaide Bank <i>account</i>	\$4	
Bank warrant	Charged when <i>you</i> request a same-day transfer of funds to be made to a non Adelaide Bank <i>account</i>	\$25	
Special service	Charged when <i>you</i> require <i>us</i> to perform a special service on <i>your</i> behalf. For example, this may be charged for non-standard time-consuming activities that <i>you</i> request <i>us</i> to undertake	\$60 per hour (min charge \$30)	

5.1.4 Documentation and search fees

Documentation and search fees			
Interim statement fee	Charged when <i>you</i> request an <i>account statement</i> to be produced before <i>your</i> next regularly scheduled <i>statement</i>	\$5 per statement	Charged immediately to <i>your account</i>
Duplicate statement fee	Charged when <i>you</i> request a copy of a <i>statement</i> that we have previously provided to <i>you</i>	\$5 per statement	
Closing details	Charged if <i>you</i> request a copy of details on a closed <i>account</i>	\$5 per request	
Transaction summary	Charged when <i>you</i> request a summary of transactions performed on <i>your account</i>	\$5	

5.1.5 Default and dishonour fees

Default and dishonour fees			
Arrears administration	This fee is charged each time any part of the required payment of <i>your account</i> is overdue by more than one <i>month</i> (applies to debit)	\$35	Charged immediately to <i>your account</i>
Demand letter fee	Charged for each letter we send to <i>you</i> in relation to a default on <i>your account</i>	\$5 per letter	
Direct Debit dishonour	Charged when there are insufficient funds in <i>your account</i> to cover an inward direct debit	\$10	

5.1.6 Visa debit fees

Visa debit fees			
Foreign currency transactions	Charged for each <i>purchase you</i> make in a currency other than Australian dollars Note: the Overseas ATM fee also applies for any withdrawal outside of Australia	2.00% of the converted AUD amount	
Disputed purchase request	Charged if <i>you</i> dispute a <i>purchase</i> and it is subsequently determined that the merchant correctly charged the <i>purchase</i>	\$10	
Voucher search	Charged for each <i>card</i> voucher reviewed or copied at <i>your</i> request where the relevant transaction has been authorised by <i>you</i> or an operator	\$10	

5.2 How to minimise fees

Simple ways to reduce the fees and charges payable on *your account* can include the number of withdrawals *you* make. For example, if *you* currently withdraw small amounts of money a number of times a week, *you* may wish to withdraw a larger amount only once or twice a week. When making *purchases* via EFTPOS the retailer may allow *you* to take cash out at the same time. This will be considered as one transaction only.

Selecting free transactions or transactions that attract a lower fee. For example, if *you* currently visit a *branch* to make regular withdrawals, consider using *your card* at an ATM instead.

Transactions that are free of charge include:

- Bendigo Bank ATM withdrawals, transfers or *balance* enquiries
- Cash deposits (at any Bendigo Bank *branch*)
- Auto deductions (a transfer from one Adelaide Bank account to another Adelaide Bank account)
- *Regular payment* plan
- BPAY to Adelaide Bank accounts
- Direct credits
- Online Banking *balance* enquiries.

6. Part F – General matters

6.1 Insolvency and bankruptcy

If *you* experience an *insolvency event*, *you* or *your authorised operator* must immediately notify us of this fact.

Once we receive notification of the *insolvency event*, we will stop *your account*, denying *you* access to *your* money, and we will act on instructions from *your* administrator or similar official.

If *you* have a partnership *account* or a joint *account* and one of the *account* holders or partners is subject to an *insolvency event*, once we receive notification of the *insolvency event*, we will stop the *account* and deny all the *account* holders access to the *account* and we will act on instructions from *your* administrator or similar official.

6.2 Default

You will be in default if *you* breach these *terms and conditions* or any other *agreement* *you* have with *us*, or if any information *you* give *us* in connection with *your account* is, in *our* opinion, false or misleading. *You* must notify *us* immediately if *you* become aware that *you* are in default under these *terms and conditions*.

If *you* are in default, we may give *you* a notice stating that *you* are in default.

If *you* do not correct the default within any period given in the notice then, at the end of that period and without further notice to *you*, the *total amount owing* becomes immediately due for payment (to the extent it is not already due for payment). We may then sue *you* for that amount.

In limited circumstances set down by law (such as if we are unable to locate *you*), we need not give the notice or wait until the end of any period given in a notice. In such a case, the *total amount owing* becomes immediately due for payment without notice and we may then immediately sue *you* for that amount.

If *you* are in default, we may use any money *you* have in this *account* or in another *account* with *us* towards repaying the *total amount owing* (this is known as a contractual right to 'combine *accounts*'). We may combine *accounts* without giving *you* any notice but we will advise *you* afterwards.

This provision does not affect any rights we have to combine *accounts* which arise by operation of law.

Your obligation to pay on time is not cancelled by these provisions. Further information on combining *accounts* is in the following paragraphs.

6.3 Combining *accounts* and set-off

We can combine the *balances* of two or more of your *accounts*. For example, if your *account* is overdrawn we might use money in your savings *account* to reduce the amount you owe on your *account*.

When you have an existing *account* with us and you open a new *account* covered by this *Product Guide*, the new *account* can be combined with your existing *account*.

However, this would not happen where, for example:

- We know the *accounts* are not held by you in the same capacity (for example, where you have a personal *account* and also an *account* as trustee for your child)
- Your debt to us arises from some business other than banking
- We have specifically agreed to keep your *accounts* separate or your dealings with us suggest such an agreement.

When combining *accounts* we will comply with any applicable requirements of the Code of Operation for Department of Human Services and Department of Veteran's Affairs Direct Credit Payments.

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:

- 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
- While you are complying with an agreed arrangement with us resulting from our consideration of your hardship application.

We will promptly tell you if we have combined any of your *accounts*, but we are not liable to do so beforehand. You cannot presume an overdrawn

account will be combined by us with an *account* which is in credit unless we have agreed to this. Subject to any statutory right of set-off which we cannot exclude by agreement, you must pay us all amounts due under these *terms and conditions* in full without setting off amounts you believe we owe you and without counterclaiming amounts from us. We may set off any amounts we owe you against money you owe us.

6.4 Taxation and social security

6.4.1 Assessable income

All income that you receive in relation to your *account* will be assessable income for taxation purposes unless you are exempt from income tax. You may wish to seek independent taxation advice before opening an *account*.

6.4.2 Tax file number (TFN) notification

You are not obliged to provide us with your TFN, however if you do not supply us with your TFN or claim a valid exemption for each *account* holder we will be required to deduct tax from interest payments made to you. Tax will be deducted at the highest marginal rate plus the Medicare Levy in accordance with Australian Taxation Office requirements.

Australian companies and certain other business entities may supply an ABN instead of a TFN.

Please note that if the TFN is not provided at the opening of this *account* and withholding tax is deducted, we can not refund the tax deducted and you are required to contact the Australian Taxation Office to obtain any refund.

6.4.3 Social security

Bank *accounts* are subject to both income and assets tests, and therefore a deposit with us may affect your entitlement to a social security benefit. We recommend that you seek independent advice from a financial adviser or Centrelink before choosing to make a deposit.

6.5 Financial difficulty

If you are experiencing financial difficulty, you should promptly inform us by contacting us.

6.6 Equitable interests

Except as required by court order or these *terms and conditions* and although our records may indicate that money deposited with us is held on trust, we may not and are not obliged to recognise any beneficial interest in that money.

6.7 Adjustments

We may subsequently adjust debits and credits to *your account* so as to accurately reflect the legal obligations of *you* and *us* (for example, because of an error or a dishonour). If we do this we may make consequential adjustments (including to interest charges).

6.8 End of day

A day of the week ends for any purpose under this agreement at 5.00pm Central Standard Time (CST).

6.9 Variations and waivers

A provision of these *terms and conditions*, or a right created under it, may not be waived except in writing signed by the party or parties to be bound. We may agree to change these *terms and conditions* or defer or waive any of these *terms and conditions* without creating a new agreement.

6.10 Time

A reference to a time in this *Product Guide* is a reference to Central Standard Time (CST).

6.11 How we may exercise our rights

Acting reasonably at all times, we may exercise a right or remedy or give or refuse *our* consent in any way we consider appropriate including by imposing reasonable conditions. If we do not exercise a right or remedy fully or at a given time, we can still exercise it later. *Our* rights and remedies under these *terms and conditions* are in addition to other rights and remedies provided by law independently of it or by any other *agreement*. *Our* rights and remedies under these *terms and conditions* may be exercised by any of *our* employees or any other *person* we authorise.

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

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

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

To the full extent permitted by law, we are not liable for 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 approved by *us*.

6.12 Our certificates

We may give *you* a certificate about a matter or about an amount payable in connection with these *terms and conditions*. We may use the certificate as evidence of the matter or amount, unless it is incorrect.

6.13 Assignment

We may assign *our* rights under these *terms and conditions*. *You* agree that we may disclose any information or documents we consider desirable to help *us* exercise this right. *Your* rights are personal to *you* and may not be assigned without *our* written consent.

6.14 Inconsistent legislation

Where legislation applies to these *terms and conditions* then if that legislation would otherwise make a provision of these *terms and conditions* illegal, void or unenforceable, or a provision of these *terms and conditions* would otherwise contravene a requirement of that legislation or impose an obligation or liability that is prohibited by legislation, these *terms and conditions* are to be read as if that provision were varied to the extent necessary to comply with that legislation or, if necessary, omitted.

To the extent allowed by law and subject to the paragraph above, these *terms and conditions* prevail to the extent they are inconsistent with any law.

6.15 Applicable law

These *terms and conditions* are governed by the law in force in Victoria. *You* and we submit to the non-exclusive jurisdiction of the courts of that place.

7. Part G – Glossary and interpretation

Glossary

In this *Product Guide* the following expressions have the following meanings:

access method

- Means a method authorised by us for use by a *user* and accepted by us as authority for us to act on an instruction given through *electronic equipment* to debit or credit an *EFT account*, and
- Comprises the use of one or more components including *cards*, *identifiers*, *codes* or a combination of these, and
- Does not include a method requiring the *user's* manual signature where the comparison of the appearance of that manual signature with a written specimen signature is the principal intended means of authenticating a *user's* authority to give the instruction (whether or not that means is used in a particular transaction).

account means an *account* for recording all transactions in connection with this *Product Guide*.

account access service means a service for the purposes of which either or both of the following apply:

- The *user* must provide one or more *codes* to a service provider to enable the service provider or another *person* to access *accounts* on behalf of the *user* (for example, an *account aggregator service*), or
- The *user* must record or store one or more *codes* in a manner required by the service provider to facilitate the *user*, the service provider or another *person* acting on behalf of the *user* to access *EFT accounts* using that *code* or *codes*.

authorised operator means any *person* who is able to operate *your account* as described in this *Product Guide*.

available balance means that amount of cleared funds in *your account*.

available credit means that amount of any *credit limit* not then advanced by us to *you*.

balance means the amount standing to the credit or debit of *your account*.

balance owing on your account means, at any time, the excess of all amounts debited over all amounts credited to *your account* under these *terms and conditions* at the time. When this amount is to be calculated at the end of a day, it includes all debits and credits assigned to that day.

banking day means a day other than a Sunday or national holiday in Australia.

Bank@Post means the facility made available at any participating Australia Post outlet to enable *you* to transact on *your account*.

biller means an organisation which tells *you* that *you* can make a payment to them through *BPAY*.

BPAY means the electronic payments scheme through which we can be asked to make payments on *your* behalf to *billers*.

BPAY day means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

BPAY payment means a payment made through *BPAY*.

branch means any *branch* of Bendigo and Adelaide Bank Limited.

business account means an *account* which is designed primarily for use by a business and is established primarily for business purposes.

business day is a day other than a Saturday, Sunday or a national holiday in Australia.

card means any Visa debit *card* issued by us to *you* or to an *authorised operator* which bears the Visa debit symbol, and linked to an *account*.

cash advance means each amount:

- Of cash supplied by use of a *card*
- Transferred from an *account* to another *account* with us or another *person* by use of a *card* or by use of an *electronic banking device*
- Provided for refinancing another contract with us or another *person*, or
- Charged as a result of use of the *card* for a bill paying service other than a *BPAY payment* (whether through the *Home Banking Service* or otherwise) or to acquire a cash substitute (such as a traveller's cheque).

closing balance means, in relation to a *statement period*, the *balance* shown on the relevant *statement of account* as the *closing balance*.

code means information the content of which is known to the *user* and is intended to be known only to the *user* or only to the *user* and to *us* which we require the *user* to keep secret and which the *user* must provide (in any manner) to or through *electronic equipment* in order to access an *EFT account*.

contactless transaction means the authorisation of a transaction by presenting a *card* (which is capable of performing a *contactless transaction*) at a *contactless terminal* without the requirement to insert or swipe the *card*.

contactless terminal means an electronic point of sale terminal which is capable of performing a *contactless transaction*.

costs means charges and expenses, including charges and expenses in connection with Legal and other advisers.

daily percentage rate is the per annum interest rate for that day under these *terms and conditions* divided by 365 or 366 in a leap year.

deposit balance means, at any time, the excess of all amounts credited over all amounts debited to *your account* under these *terms and conditions* at that time. When this amount is to be calculated at the end of a day, it includes all debits and credits assigned to that day.

direct debit account means *your account* with a *ledger financial institution*.

direct debit system means the electronic payment system used by participating institutions to effect *your transactions*.

EFT account means an *account* which we permit a *user* to initiate a funds transfer from or to using an *access method* through *electronic equipment*.

EFT transaction means a funds transfer initiated by giving an instruction, through *electronic equipment* and using an *access method*, to *us* (directly or indirectly) to debit or credit an *EFT account* maintained by *us*.

electronic banking device means an electronic device through which transactions on *your account* may be made using a *card* including an ATM or EFTPOS facility.

electronic equipment means an electronic device that allows access to *Home Banking Services* such as an electronic terminal, *contactless terminal*, computer, tablet computer, television or telephone (mobile or landline).

ePayments Code means the *ePayments Code* published by the Australian Securities and Investments Commission.

Home Banking Service means any service we make available at any time through a communication network (including Online Banking) so that *you* and *we* may transmit and receive information electronically (including in relation to *accounts*).

Identifier means information the content of which is known to the *user* but not only to the *user* and which the *user* is not required to keep secret and which the *user* must provide (in any manner) to or through *electronic equipment* in order to access an *EFT account* (examples of an *identifier* include an *account number*, a *card number* and a *card expiry date*).

Insolvency event means where:

- a. A receiver, receiver and manager, liquidator, provisional liquidator, trustee, administrator, controller, or inspector is appointed under any legislation, or similar official is appointed in respect of *you* or any of *your* property, or where any security over any substantial part of *your* assets are enforced.
- b. *You* cease to carry on all or substantially all of *your* business, are unable to pay *your* debts when due, or are deemed unable to pay *your* debts under any law, or make an assignment for the benefits of, or enter into or make any arrangements or compromise with, *your* creditors or threaten to do so, or stop payments to *your* creditors generally.
- c. *You* become, or are deemed to be *insolvent* or bankrupt.
- d. A distress, attachment or other execution is levied or enforced upon or commenced against any substantial part of *your* assets and is not stayed within 14 days.

Insolvent means being unable to pay debts when they fall due.

ledger financial institution means the financial institution with which the *direct debit account* is held (this may be *us* or another financial institution).

mistaken internet payment means a payment by a user through a 'pay anyone' internet banking facility and processed by an Authorised Deposit taking Institution (ADI) through direct entry where funds are paid into the account of an *unintended recipient* because the user enters or selects a Bank/State/Branch (BSB) number and/or account number that does not belong to the named and/or intended recipient as a result of:

- The user's error; or
- The user being advised of the wrong BSB number and/or account number.

This does not include payments made using *BPAY*.

mobile banking means access to Online Banking in a format optimised for *electronic equipment* with smaller screens and with limited functionality.

month or **monthly** means calendar *month*.

OBP or **Online Banking Password** means a password which is issued to a user by us to enable the use of an Online Banking service through electronic equipment.

officer means any one of *our* directors, secretaries or managers and any other *person* empowered by the directors or these *terms and conditions* to give directions in relation to the management of *our* business.

online banking payment means a payment made using the *online banking payment service*.

online banking payment service means *our* internet *payment service* (including the features known as 'AnyPay' and 'BatchPay') but does not include *BPAY*.

our equipment means *electronic equipment* controlled or provided by *us* or on *our* behalf to facilitate *EFT* transactions.

our system means an electronic system, communications system or software controlled or provided by *us* or on *our* behalf to facilitate *EFT transactions*.

payee means the *person* receiving an *online banking payment*, a cheque payment or a *regular payment*.

payment date means that day nominated by *you* as the day on which a *regular payment* is to occur, commencing on the start date and at the nominated frequency thereafter.

payment option means the *payment option* nominated by *you* in relation to a *regular payment* facility and as varied by *you* from time to time.

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

PIN means the personal identification number issued to a *user* by *us* for use with a *card* through any *electronic banking device*.

Product Guide means this booklet.

purchase means the amount charged by the supplier for the supply of any goods or services purchased by the use of a *card*, except for amounts which are *cash advances*.

receiving bank means an Authorised Deposit taking Institution (ADI) who subscribes to the *ePayments Code* where their customer is the *unintended recipient*.

regular payment means a regular electronic payment as described in this *Product Guide*.

rules for user codes means the rules described in clause 4.23.4 of this *Product Guide*.

statement of account means a *statement of account* issued to *you* by *us*, as described in this *Product Guide* and *statement* has a corresponding meaning.

statement period means the period described on a *statement of account* as the period to which the *statement of account* relates.

terms and conditions means the *terms and conditions* contained in Section 3 of this *Product Guide*.

total amount owing means the *balance owing* on *your account*, plus all accrued interest charges, and the amounts which *you* must pay under these *terms and conditions* but which have not been debited to *your account*.

transaction service means a method by which we allow *you* to access *your account*, and includes a *Home Banking Service*, a *regular payment*, a third party direct debit and a *card* facility linked to *your account*.

unintended recipient means the recipient of funds as a result of a *mistaken internet payment*.

user means *you* and an *authorised operator*, or either of these as the context requires.

we means Bendigo and Adelaide Bank Limited ABN 11 068 049 178 and its successors and assigns, including Adelaide Bank as a Division of Bendigo and Adelaide Bank Limited, and *our* and *us* has corresponding meaning.

you means the *person* who is the *account* holder and *your* has a corresponding meaning. The singular includes the plural and vice versa.

Interpretation

In this *Product Guide*, unless the context otherwise requires:

- Headings do not affect interpretation
- Words of one gender include any gender
- A reference to:
 - i. an *access method* includes a reference to each of the individual components that are part of the *access method* (including *cards*, *identifiers* and *codes*).
 - ii. a document includes any variation or replacement of it.
 - iii. law means common law, principles of equity and laws made by Parliament (and laws made by Parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them).
 - iv. any thing includes the whole and each part of it.
 - v. a clause or part is to a clause of or part of this *Product Guide*.

Other information:

Your personal details

Your personal information is collected to assess *your* application and to provide *you* with the product or service that *you* have requested. Your personal information may also be used to carry out marketing activities, research and product development.

Your personal information is treated as confidential and is only disclosed to others where necessary. For example, we would usually disclose *your* information to each other, to organisations to whom functions are outsourced such as mailing and printing houses, to IT providers, *account* holders and operators, and other financial institutions or *persons* nominated by *you*.

Your information may also be disclosed to related companies within the Bendigo and Adelaide Bank Group, where its confidentiality is maintained at all times. We do not sell, rent or trade *your* personal information.

In most cases *you* can gain access to *your* personal information. Please telephone 1300 652 220. If *you* have any queries about *your* personal information.

Anti-money laundering and Counter-Terrorism Financing (AML/CTF)

The anti-money laundering and counter-terrorism financing laws within Australia may require *us* to obtain additional information to verify *your* identity, any beneficial owner of units in a fund or trust and the source of any *payment*. Where we request this information, the processing of applications may be delayed until we receive the requested information in a satisfactory form.

Adelaide Bank a Division of Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL/Australian Credit Licence 237879
GPO Box 1048, Adelaide SA 5001
(2024357-2024265) (V014) BEN50ABPG015 (12/09/2024)

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