# Important Information

Changes Booklet for Home Loans and Offset Accounts

May 2025

This document contains important information about changes to your products if they are transitionin	g to a:
<ul><li>Basic Home Loan;</li><li>Offset Home Loan; or</li></ul>	
Offset Account.	

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## Introduction

This booklet provides you with information about the upcoming changes that will apply to your existing home loan and, where relevant, related offset accounts, as part of their transition to our new updated products, terms and conditions and banking app.

The "How to use this booklet" section below and any letter or other communications we give you will assist you to understand which parts of this booklet are relevant to you.

To ensure you understand the changes to your products and accounts we encourage you to carefully read the parts of this booklet that are relevant to you, together with any letter and other communications we give you.

The information included in this booklet, including information about interest rates and fees, is correct as at 8 April 2025.

We realise this is a lot of information. If you are unsure about anything in this booklet, which parts of this booklet are relevant to you, or anything else about the upcoming changes, please contact us.

#### How to use this booklet

The remainder of this booklet is divided into the following parts:

#### • Part A - Changes to account access and payments

Part A provides information about the changes to the ways in which you can access and make payments to or from your accounts including details of the cancellation of your existing access methods and the issue of replacement payment facilities. It also provides some other general information that applies to various products and accounts. Part A is relevant to all account types.

#### • Part B - Changes to home loans

Part B provides information about the changes to your home loan.

#### • Part C - Changes to offset accounts

Part C provides information about the changes to your offset account (if you have one).

#### • Part D - New Home Loan Terms and Conditions

Part D provides a copy of the terms and conditions that will apply from the transition date in relation to your home loan.

#### • Part E - New Offset Account Terms and Conditions

Part E provides a copy of the terms and conditions that will apply from the transition date in relation to any offset accounts you have (including any you open after the transition date).

#### • Part F - New Payment Facilities Terms and Conditions

Part F provides a copy of the terms and conditions that will apply from the transition date in relation to any payment facilities we make available for you to use to access your home loan and offset accounts.

## Part A - Changes to account access and payments

This part of this booklet summarises the changes to the ways in which you can access and make payments to or from your home loan and offset accounts, including details of the cancellation of your existing access methods and the issue of replacement payment facilities. It also provides some other general information.

Further information is provided in the later parts of this booklet including in the terms and conditions which are included in this booklet.

#### Your account details - new BSB and Account numbers

From the transition date the BSB for your accounts will be 633 000.

You will also receive a new account number for each account held. We will write to you again to advise you of the new account number for each of your accounts and it will also be available in e-banking from the transition date (see below)

#### Online Banking (now, e-banking)

Cancellation of your existing Online Banking

From the transition date you will no longer be able to access your existing Online Banking.

Instead, you will have access to our new e-banking experience which is available using our new e-banking app (see below). e-Banking will not be available using a web browser from the transition date.

Statements of account issued to you prior to the transition date that were available through your existing Online Banking will be available in the new e-banking app after the transition date.

#### Accessing e-banking

On the transition date we will issue you with e-banking access for your home loans and offset accounts and you will be able to log in to the new e-banking app using your mobile telephone number. We will provide you with any other information you need to access e-banking on or around the transition date.

When you log in to the e-banking app for the first time, we will send you a one-time passcode by SMS to your mobile telephone number and you will then need to set a six-digit device App Passcode to use to log in to the e-banking app in the future. If you have a compatible device, you may also be able to enable your device's biometric authentication features to log in or authenticate yourself in the e-banking app in the future.

Our new e-banking app will be available to download for free for compatible smart phones or tablets from the App Store (for iOS devices) or Google Play (for Android devices).

## Pay Anyone payments

e-Banking offers multiple types of Pay Anyone payments:

#### Osko Payments

We process Osko Payments immediately and funds are generally available to the payee in near real-time.

#### • Fast Payments

We generally process Fast Payments immediately but when funds are available to the payee depends on their financial institution.

#### • Direct Entry Payments

Traditional payments made to other financial institutions that may take up to 2 business days to be received. Payments you request before 7:00pm (AEST/AEDT) on business banking days will be processed by us on the same day. Payments you request after 7:00pm (AEST/AEDT) or on a weekend, public holiday or bank holiday will be processed by us on the next business banking day. It may take up to one business day for the payments to be processed by the payee's financial institution after we process it.

We will tell you if we are sending a Pay Anyone payment as an Osko Payment or a Fast Payment when we accept a payment instruction from you.

The following daily limits apply to your use of Pay Anyone, unless we agree with you or notify you otherwise:

Limit	Description of how limit applies
Pay Anyone limit	Payments you may make using Pay Anyone have a set daily limit of \$1,000,000. Osko Payments, Fast Payments and Direct Entry Payments are included in this limit.
Osko and Fast Payment limit	Payments you may make by Osko and Fast Payments have a set daily limit of \$30,000 despite any higher Pay Anyone limit you might have. Pay Anyone payments that exceed this limit will be sent as Direct Entry Payments.

We may also delay processing for up to 24 hours when you are transferring to a payee account you have not made a Pay Anyone payment to previously or where the amount of the Pay Anyone payment is greater than the amount of Pay Anyone payments you have made to the account previously.

Any "Payees" you have saved in your existing Online Banking will automatically be transferred across to your new e-banking.

All future-dated and regular or recurring Pay Anyone payments you have set up for your accounts in your existing Online Banking will carry over to your new e-banking. We will separately advise you of any re-authorisation requirements that must be satisfied before such payments will be processed from your account after the transition date.

#### **BPAY®**

e-Banking offers the ability to make BPAY payments to BPAY billers.

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

Any saved BPAY billers (Bill Payments) in your existing Online Banking will automatically be transferred across to your new e-banking on the transition date.

All future-dated and regular or recurring BPAY payments you have set up for your accounts in your existing Online Banking will carry over to your new e-banking. We will separately advise you of any reauthorisation requirements that must be satisfied before such payments will be processed from your account after the transition date.

#### Telegraphic Transfers

Telegraphic transfers are not currently available through e-banking.

#### Future statements of account

After the transition date, we will continue to give you statements of account electronically or by post in the same way as you are currently receiving your statements of account.

From the transition date you will be able to access electronic statements (e-statements) in PDF format via the new e-banking app, even if you are receiving statements by post. e-Statements are a convenient and environmentally friendly alternative to paper statements. If you are currently receiving paper statements and would like to only receive e-statements, you can do so by contacting us after the transition date.

If you are only receiving e-statements, you will need to ensure that you have allowed push notifications to be sent from the e-banking app on your device. You will receive a push notification when a new e-statement is available for you to view and download through e-banking.

#### **Debit cards**

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

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

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

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

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

If you have authorised merchants to charge your existing Visa Debit card automatically (for example, insurance expenses or gym membership) you will need to contact them and provide them with your replacement Debit Mastercard® details on or after the transition date to ensure any charges are processed. Your replacement Debit Mastercard® number must also be used to establish any new regular card payments with merchants from the transition date.

If you would like to receive a list from us of recurring payments that have been processed to your accounts over the past 13-months, please contact us.

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

Multiple accounts linked to a debit card

Currently, multiple accounts may be linked to the one Visa Debit card. However, after the transition date, each Debit Mastercard® may only be linked to one account.

If you have more than one account linked to your Visa Debit card we will issue you with multiple replacement debit cards to replace your existing debit card (one for each account). If this applies to you, you can ascertain which debit card is linked to which account in e-banking. If you wish, we can also add a notation to your card. Please contact us if you would like to discuss this or arrange for this to occur.

#### Cash withdrawal limits

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

You can request a different limit by contacting us.

#### Digital wallets

From the transition date the digital wallets we support will include:

#### Apple Pay

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

#### • Google Pay

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

#### Samsung Pay

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

#### • Garmin Pay

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

To use a digital wallet from the transition date, you will need to add your replacement Debit Mastercard® to the digital wallet on or after the transition date.

If you have added an existing Visa Debit card to a digital wallet before the transition date, you will need to remove it from the digital wallet on or after the transition date.

#### Other payments to and from your account

Direct debits from and direct credits to your accounts

Where possible, we will arrange for direct debits and direct credits which have been setup for your existing account details to be redirected to your corresponding new account details for a limited time after the transition date and any payment authorised prior to the transition date will be redirected to your new account number during this period.

In some cases the other party to the direct debit or direct credit arrangement may require your authorisation to update the direct debit or direct credit arrangement.

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

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

On and after the transition date you should review all direct debits and direct credits setup with your existing account details to ensure they are updated to your new account details. You may need to contact relevant third parties to update your account details with them.

From the transition date, your new BSB and account number must be used to establish any new direct debits or direct credits. You must not use your existing BSB and account numbers after the transition date.

If you wish to receive a list from us of direct debits and direct credits that have been processed to your accounts for the past 13-months, please contact us before the transition date.

#### Automatic Payments

From the transition date you will be able to set up automatic payments from some accounts.

Automatic payments supported by us include:

#### • Periodical payments

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

#### Sweep facility

Payments from your nominated account with us to a credit card with Bendigo and Adelaide Bank Limited. You will need to contact us if you would like to discuss or arrange for this to occur.

#### Direct Debits

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

For Automatic Payments, if a payment date falls on a day other than a business day, funds must be available by 10.00am (AEST/AEDT) on the previous business day.

#### **Additional information**

**PayID** 

A PayID is a simpler way to send and receive payments. It replaces the need to provide financial account details, such as BSB and account number, when sending and receiving payments.

Instead, PayID allows you to use certain details that are likely to be easier to remember, such as your email address or your mobile phone number.

From the transition date you will be able to create PayIDs in e-banking for any offset accounts you have.

The Consumer Data Right and Open Banking

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

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

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

You can access a copy of our Consumer Data Right Policy by contacting us or, after the transition date, online in the Support Centre accessible through e-banking.

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

Comprehensive Credit Reporting

We participate in comprehensive credit reporting in relation to all consumer credit facilities.

If you have a home or investment loan with us, we already participate in comprehensive credit reporting in relation to your loan and will continue to do so after the transition date. The only change that affects you will be that you may see our name change on your credit file.

If you have another type of consumer credit facility with us, we will commence participating in comprehensive credit reporting in relation to your facility from the transition date which will result in changes to the information we disclose about you and your consumer credit facility to credit reporting bodies. In addition to the information we currently disclose, we will also be regularly disclosing:

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

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

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

Our Adelaide Bank website at www.adelaidebank.com.au/privacy/ includes a Credit Reporting Statement of Notifiable Matters which sets out important information about credit reporting including the name and contact details of the credit reporting bodies we are likely to disclose your credit information to, how you can obtain a copy of our Credit Reporting Policy or the credit reporting bodies' Credit Reporting Policies, and information about certain rights you have. From the transition date, this statement will be available in the Support Centre accessible through e-banking.

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

You can also find out more information about credit reporting online at www.creditsmart.org.au.

## **Part B – Changes to home loans**

This part describes the changes that apply to each of your home loans on the transition date.

References to a 'home loan' include an investment loan.

#### 1. Changes to terms and conditions

As part of transitioning your home loan, the terms and conditions of your home loan contract will change.

From the transition date, the *Home Loan Terms and Conditions (16 October 2025)* set out in Part D of this booklet, together with the relevant details set out in this part of this booklet and any other communications we give you, will apply to your home loan. Any reference to your "Home Loan Schedule" in the Home Loan Terms and Conditions is to be read to mean the current contractual terms and conditions that apply to your home loan, as varied and supplemented by this booklet and any other communications we give you.

In addition, the terms and conditions set out in the **Payment Facilities Terms and Conditions (15 May 2025)** set out in Part F of this booklet will apply in relation to any Payment Facilities we make available to you to use in relation to your Loan Account. By using a Payment Facility we make available to you (for example, by logging in to the new e-banking app) you confirm your agreement to these terms and conditions.

Please read both terms and conditions documents carefully and get in contact with us if you have any questions.

#### 2. Changes to credit fees and charges

On the transition date, the fees and charges that are payable by you in relation to your home loan will change and will be as follows.

Monthly Service Fee

If your home loan is transitioning to a Basic Home Loan, no Monthly Service Fee will be payable by you in relation to your home loan after the transition date (even if you are currently required to pay a monthly administration fee or other monthly fee).

If your home loan is transitioning to an Offset Home Loan:

- if you are currently required to pay a monthly administration fee or other monthly fee for your home loan, from the transition date you will be required to pay a Monthly Service Fee for each Loan Account;
- the amount of the Monthly Service Fee will be the lesser of \$15.00 per month or the amount of the monthly administration fee or other monthly fee you are currently paying for your home loan; and
- if you are not currently required to pay a monthly administration fee or other monthly fee for your home loan, from the transition date you will not be required to pay a Monthly Service Fee unless you subsequently request that we make changes to your home loan.

If a Monthly Service Fee is payable, it is payable each calendar month until the balance of your Loan Account is repaid in full and closed.

Break Costs and Prepayment Fees

If the Annual Percentage Rate for your home loan is a fixed rate on the transition date, there will be no changes to when break costs or prepayment fees are payable by you in relation to any break event or prepayment that occurs during the fixed rate period that is current at the time of transition.

If a Fixed Rate Period commences for your home loan after the transition date, a Break Cost Fee will be payable by you as follows (capitalised terms have the meaning provided in the Home Loan Terms and Conditions (16 October 2025) which are included in Part D of this booklet):

#### **Break Cost Fee**

Payable each time any of the following Break Events occur during a Fixed Rate Period:

- at your request, we agree to change the Annual Percentage Rate under your Contract;
- · you repay your Loan Account balance in full; or
- you make an Additional Repayment (by repaying more than your required repayments under your Contract) where the total of all Additional Repayments you have made since the start of the Fixed Rate Period or, if later, the anniversary of that date, exceeds \$20,000.00.

WARNING: Break Cost Fees may be significant. If you are considering requesting a change to the Annual Percentage Rate under your Contract or partially or fully repaying your loan early during a Fixed Rate Period please contact us for assistance and to obtain an estimate of the Break Cost Fee before doing so.

The amount of a Break Cost Fee is calculated using the following formula:

Breakdown Cost Fee = 
$$\frac{A}{(1+j)^{\frac{d}{365}}} \times \left[\frac{(i+j)d}{365} + B-C\right]$$

Where:

wholesale swap rate = the applicable wholesale swap rate utilised by us at the relevant time, being an annual rate which is updated by us at least once on each Australian Securities Exchange trading day (as determined by the ASX Listing Rules) to reflect the wholesale market swap rate available to us.

A = The following amount on the date of the Break Event:

- if the Break Event relates to a change to the Annual Percentage Rate under your Contract or you repaying your Loan Account balance in full, the Loan Account balance (not including any accrued interest that has not yet been debited to the Loan Account); or
- if the Break Event relates to you making an Additional Repayment, the amount of the Additional Repayment (excluding the first \$20,000.00 of Additional Repayments made after the start of the current Fixed Rate Period or any anniversary of that date)

i = the wholesale swap rate for the full Fixed Rate Period at the start of the Fixed Rate Period

j = the wholesale swap rate for the remainder of the Fixed Rate Period (from the date of the Break Event) at the time at which the Break Cost Fee is calculated by us, which must be a time on a date not more than 5 business days prior to the date of the Break Event

m = the number of months from the date interest was last debited to the Loan Account to the end of the Fixed Rate Period

n = the number of months from the date interest was last debited to the Loan Account to the end of the term of your Home Loan

d = the number of days to the next date interest is to be debited to the Loan Account

and

$$B = \frac{g}{1-v^n} \times \left[ \frac{1-w^{m-1}}{h} - v^n x \left[ \frac{x^{m-1}-1}{x-1} \right] \right]$$

$$C = \frac{h}{1-w^n} \times \left[ \frac{1-w^{m-1}}{h} - (m-1) w^n \right]$$

where:

$$g = i/12$$

$$h = j/12$$

$$v = 1/(1+g)$$

$$w = 1/(1+h)$$

$$x = w/v$$

#### Construction loan fees and charges

If your home loan is a construction loan, which is referred to as a 'Building Loan' in the Home Loan Terms and Conditions (16 October 2025), from the transition date each time we choose to obtain an updated valuation or progress valuation in respect of the Mortgaged Property the construction or building works relate to in connection with a progress payment, you will need to reimburse us for the valuation fee we reasonably pay to the valuer to obtain the valuation. You will not otherwise be required to pay us any progress or inspection fees.

## Other fees and charges

From the transition date, the following fees and charges will be payable by you in relation to your home loan and will replace the current fees and charges that apply (in addition to any Monthly Service Fee and Break Cost Fee that are payable as described above):

Fee	Amount
Bank Cheque Fee	\$10.00
Payable each time we draw a bank cheque in connection with your Home Loan:	
<ul> <li>when we draw a bank cheque as part of advancing any Amount of Credit, this fee will be paid by being deducted from the Amount of Credit (unless we agree otherwise with you); and</li> </ul>	
<ul> <li>otherwise, this fee will be debited to your Loan Account when we issue the bank cheque and is payable after that as part of your Loan Account balance.</li> </ul>	
Online Redraw Fee	\$0.00
Payable each time we agree to a redraw request you make through e-banking.	
Manual Redraw Fee	\$0.00
Payable each time we agree to a redraw request you make otherwise than through E-banking.	
Duplicate Fee	\$16.50
Payable each time we provide you with a copy of any document we have already provided to you at your request including any statement of account.	
Default Fee	\$35.00
Payable each time you are in default. If you are in default because you did not make a repayment when due, the fee will only become payable if the overdue amount is \$100.00 or more. Once payable, the fee continues to be payable every 30 days until you remedy your default.	
Subsequent Valuation Fee	The amount is the fee we
Payable each time we obtain a valuation for any Mortgaged Property when you are in default or when we are considering a request from you for a change, consent or discharge of or relating to your Contract and/or a Mortgaged Property.	reasonably pay to the valuer to obtain the valuation.

Variation Fee \$250.00

Payable each time we:

 agree to the following types of changes, at your request, after you have entered into your Contract:

- increase the Amount of Credit under your Contract to provide for a further advance;
- change your repayments to increase or decrease the period over which your Home Loan will be repaid (the term of your Home Loan);
- change the Mortgaged Property that secures your Home Loan;
- change the amount of your required repayments from Principal and Interest Repayments to Interest Only Repayments, or extend any period during which you are only required to make Interest Only Repayments; or
- split your Home Loan into more than one Home Loan across more than one Loan Account.
- consent to a mortgage or other security interest in any Mortgaged
   Property in favour of another person,
- agree to enter into a deed or agreement of priority in relation to any Mortgaged Property, or
- consent to any other dealing with any Mortgaged Property for which you require our consent (including any subdivision or consolidation).

#### **Consent or Production Fee**

Payable if we are required to pay the holder of a security interest in any Mortgaged Property to obtain their consent or for them to produce any title or other document(s) necessary for us to register our mortgage(s) or security interest(s) over the Mortgaged Property.

The amount is the amount we are required to pay.

## **Solicitor Fees and Disbursements**

Payable if we engage a solicitor or agent to act for us in connection with a change, consent or discharge of or relating to your Contract and/or a Mortgaged Property.

The amount is the reasonable solicitor or agent fees and disbursements we pay.

\$350.00

#### **Discharge Administration Fee**

Payable:

- each time we provide a partial or full, discharge or release of mortgage or security interest in respect of any Mortgaged Property; and
- when you repay your Loan Account balance in full.

#### **Discharge of Mortgage Registration Fee**

Payable if we provide or lodge a discharge or release of mortgage in respect of any Mortgaged Property for registration with the relevant land registry.

The amount is the registration fee payable by us to the relevant land registry to register the discharge or release of mortgage.

Where are fees and charges debited

From the transition date, fees and charges payable by you will be debited to your Loan Account as and when they become payable.

#### 3. Changes to interest

There will be no change to the Annual Percentage Rate of interest that applies in relation to your home loan on the transition date as part of the transition of your home loan.

If the Annual Percentage Rate for your home loan is fixed on the transition date, we will notify you of the variable Annual Percentage Rate that will apply to your home loan after the end of the Fixed Rate Period at or before the end of the Fixed Rate Period.

For more information about how we will notify you of future changes to your Annual Percentage Rate after the transition date (which may include publishing notice of changes in a newspaper), please see the following clauses in the Home Loan Terms and Conditions (16 October 2025) which are included in Part D of this booklet:

- Clause 6.2 (Your interest rate and how interest is calculated);
- Clause 13.2 (How we will communicate with you); and
- Clause 14.2 (When we will notify you of changes to your Contract).

Changes to when interest is debited

From the transition date, interest will be debited to your Loan Account monthly on or about the same day of the month. This may not be the same day as your repayments are due and may be different to the date on which interest is currently being debited to your loan account.

#### 4. Changes to your repayments

If you are only required to make interest only repayments immediately prior to the transition date

If you are only required to make interest only repayments immediately prior to the transition date, you will continue to be required to make Interest Only Repayments after the transition date and your monthly repayment due date will not change. There will be no change to when your interest only period ends.

From the transition date, the amount of each Interest Only Repayment will continue to be the amount of interest and credit fees and charges that are debited to your Loan Account in the month prior to the date the repayment is due.

If you are required to make principal and interest repayments immediately prior to the transition date

On the transition date there will be no changes to the amount or due dates of the monthly repayments you are required to make for your home loan.

If you have setup an automatic payment (direct debit or periodical payment) for your repayments before the transition date:

- if it is a monthly automatic payment for your required repayments, it will continue after the transition date and the amount of the automatic payment will continue to be automatically updated in the future to reflect any changes to your required monthly repayments; and
- if it is any other type of automatic payment (including any weekly or fortnightly automatic payment), it will continue after the transition date but the amount and frequency will be fixed based on the amount and frequency applicable immediately prior to the transition date and it will not be updated to reflect any future changes to your required monthly repayments.

It is your responsibility to ensure that you have made sufficient payments to your Loan Account each month to satisfy your monthly required repayment by each due date. You can make any required changes to any automatic payment arrangement by contacting us.

Future changes to your repayments

After the transition date, we may review your repayment amount from time to time to ensure you repay your loan over the remaining agreed loan term taking into account all relevant factors. We will notify you of any future changes in writing. Please see the following clauses in the Home Loan Terms and Conditions (16 October 2025) which are included in Part D of this booklet:

- Clause 8.1 (Required repayments);
- Clause 13.2 (How we will communicate with you); and
- Clause 14.2 (When we will notify you of changes to your Contract).

Changes to how you make repayments

From the transition date you will be able to make repayments to your Loan Account by:

- making an Internal Transfer to your Loan Account using e-banking;
- electronic transfer to your Loan Account (the new BSB and account number for your Loan Account will be advised to you and will also be available in e-banking from the transition date); or
- by Automatic Payment from another account you hold with us (a periodical payment) or an account with another financial institution (a direct debit arrangement) please contact us if you would like to setup or change Automatic Payments.

Repayments from your Offset Account

From the transition date, it will no longer be a requirement that you make repayments from a linked offset account (if you have one).

#### 5. Changes to how you can access your account

Part A of this booklet and any letter and other communications we give you provide general information about the changes to how you will be able to access your Loan Account after the transition date.

Any existing account or payment access methods you have (such as Online Banking) will be cancelled on the transition date and replacement Payment Facilities (including e-banking) will be issued to you as set out in Part A.

Please see clause 3 of the Home Loan Terms and Conditions (16 October 2025) which are included in Part D of this booklet for details of the Payment Facilities that will be available for your Loan Account from the transition date.

#### 6. Changes to redraw facilities

From the transition date, your home loan will have a redraw facility and clause 9 of the Home Loan Terms and Conditions (16 October 2025), which are included in Part D of this booklet, and the following information will apply.

The minimum redraw amount will be \$1 per redraw.

The maximum redraw amount you may redraw at any time will be the total amount of Additional Repayments (as defined in the abovementioned terms and conditions) you have made less the amount of your next required repayment, unless we tell you otherwise.

You can make a redraw request online through e-banking if your Online Redraw Facility has been activated.

If your Loan Account is in one name only (sole borrower) and you have Online Banking access with the ability to redraw online immediately prior to the transition date, your Online Redraw Facility will be automatically activated on the transition date.

If your Loan Account is in more than one name (multiple borrowers), we will separately advise you whether your Online Redraw Facility will be automatically activated on the transition date and how and when you can make a redraw request through the Online Redraw Facility.

#### 7. Changes to offset facilities

When an offset facility is available

From the transition date, you may link an Offset Account to your Loan Account if:

- your home loan is transitioning to an Offset Home Loan; and
- all borrowers are natural persons.

If your loan is transitioning to a Basic Home Loan or any borrower is not a natural person (e.g. a company or

an incorporated association), you may not link an Offset Account to your Loan Account from the transition date.

What types of accounts are eligible to be used as Offset Accounts

An account is only eligible to be used as an Offset Account for a Loan Account if:

- the account is our new Offset Account type;
- all accountholders for the Offset Account are borrowers for your home loan; and
- we have allocated the same customer number to both the Offset Account and the Loan Account.

Part C of this booklet contains information about Offset Accounts that:

- applies to any existing offset accounts you have that we tell you are being transitioned to our new Offset Account on the transition date;
- · applies to any new Offset Account we open for you to use from the transition date; and
- does not apply to any existing offset accounts you have that we tell you are being closed or transitioned to another type of account (we will separately give you different information that is applicable for the relevant account type if this applies to you).

How many Offset Accounts can be linked to a Loan Account

From the transition date, up to 6 Offset Accounts may be linked to a Loan Account. If you would like to open another Offset Account, please contact us from the transition date.

How an Offset Account affects interest calculations on the linked Loan Account

Section 7 (Offset Facility) of the Home Loan Terms and Conditions (16 October 2025), which are included in Part D of this booklet, describes how Offset Accounts affect interest calculations for your Loan Account. Unless we notify you otherwise, the Offset Percentage for your Offset Accounts is 100%.

What will happen with your existing offset accounts - Loans advanced from 1 July 2015 onwards

If your loan was advanced from 1 July 2015 and you have any existing offset accounts linked to your loan account, your offset accounts will transition to our new Offset Account type and will remain linked to your Loan Account unless:

- your loan is not transitioning to an Offset Home Loan; or
- any borrower is not a natural person (e.g. a company or an incorporated association).

If you are not eligible to link Offset Accounts to your Loan Account or your existing offset accounts are not eligible to be used as Offset Accounts with your Loan Account, your existing offset accounts will be de-linked on the transition date and you will no longer receive offset account benefits.

What will happen with your existing offset balance - Loans advanced prior to 1 July 2015

If your loan was advanced prior to 1 July 2015, your existing offset balance is made available to you through a sub-account which is provided under the terms of your existing loan contract. It is not currently a separate deposit account.

As indicated above, only our new Offset Accounts are eligible to be used as Offset Accounts for our new Offset Home Loan. We will no longer provide offset balances as sub-accounts.

If you are eligible to link an Offset Account to your Loan Account from the transition date (see 'When an offset facility is available' above), as part of the transition we will open a new Offset Account for you, link it to your Loan Account and transfer your offset balance to the account.

Here is some important information you should know about your new Offset Account:

- **Terms and Conditions:** As your new Offset Account is a new, separate facility, different terms and conditions will apply to the account. See Part C of this booklet for details about the terms and conditions that apply. If you continue to use your Offset Account from the transition date, you will be taken to have agreed to these terms and conditions. If you don't agree, you should not use your Offset Account and should contact us to request that it be closed as soon as possible after the transition date.
- **Fees and charges:** The fees and charges that will apply to your Offset Account are set out in the Schedule of Offset Account Fees, Charges and Interest Rates (16 October 2025) which are included at the end of the Offset Account Terms and Conditions in Part E of this booklet.
- **Interest rates:** The interest rates that apply to your Offset Account if it is overdrawn are set out in the Schedule of Offset Account Fees, Charges and Interest Rates (16 October 2025) which are included at the end of the Offset Account Terms and Conditions in Part E of this booklet. No interest is payable by us to you on any credit balance of an Offset Account.
- Account names: The new Offset Account will be opened with all borrowers as accountholders.
- **Operating instructions:** If there is more than one borrower, we will separately advise you whether any operating instructions you have given us in relation to your existing offset balance (sub-account) will be applied to your new Offset Account and about any options that are available to you.
- **Debit card:** If we have issued you with a debit card to access your existing offset balance, we will issue you with a replacement debit card to access your new Offset Account (see Part A of this booklet for more information).
- **Eligibility criteria:** Your new Offset Account may only be held by you if you have an Eligible Home Loan. We may close your Offset Account if it is not linked to an Eligible Home Loan (including when your Loan Account is closed).
- **Financial Claims Scheme:** Offset Accounts are protected under the Australian Government's Financial Claims Scheme and you may be entitled to a payment under the Financial Claims Scheme depending on your circumstances. Payments under the Financial Claims Scheme are subject to a limit for each account holder that applies across all balances held by you with Bendigo and Adelaide Bank Limited across all divisions and brands. Further information about the Financial Claims Scheme can be obtained from www.fcs.gov.au.
- **Tax residency:** Our existing records relating to your tax residency for the existing accounts you hold with us will be applied to your new Offset Account unless you tell us otherwise. You must tell us about any changes to your tax residency. If you log in to e-banking on or after the transition date or otherwise use or agree to your new Offset Account, by doing so you certify to us that:
  - you are not a United States of America citizen or resident for tax purposes, or a tax resident of any country other than Australia, unless you have told us otherwise; and
  - there have been no changes to the tax residency information or certifications that you have previously provided to us.
- **Complaints handling procedure:** If you have a complaint in relation to your new Offset Account, there are a number of ways to contact us which are outlined in our complaints guide which can accessed from the transition date in the Support Centre which is accessible in e-banking and is available on request by contacting us.

After the transition date, if you do not want your new Offset Account you can ask us to close it.

If you are not eligible to link an Offset Account to your Loan Account from the transition date (see 'When an offset facility is available' above), we will not open a new Offset Account for you and we will separately advise you what will happen in relation to your existing offset balance (sub-account).

Where can I get more information about Offset Accounts

See section 7 (Offset Facility) of the Home Loan Terms and Conditions (16 October 2025), which are included in Part D of this booklet, and Part C of this booklet for more information about offset accounts.

You can also get more information by contacting us.

#### 8. Changes to your Statements

From the transition date, we will issue you with a statement of account at least every 6 months, unless we agree to provide you with statements more frequently (please contact us if you would like to request more frequent statements). In some circumstances we may not give you a statement of account (see the terms and conditions that will apply from the transition date for the circumstances in which a statement may not be given).

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

#### 9. Future changes to terms and conditions

The terms and conditions that will apply to your home loan from the transition date (see 'Changes to terms and conditions', above) allow us to make changes to your home loan and the terms and conditions that apply to your home loan from time to time after the transition date.

Please see the following clauses in the Home Loan Terms and Conditions (16 October 2025) which are included in Part D of this booklet for more details:

- Clause 6.2 (Your interest rate and how interest is calculated) which relates to our ability to change your Annual Percentage Rate and how interest is calculated and debited, and how we will notify you of such changes;
- Clause 8.1 (Required repayments) which relates to our ability to change your required repayments including the amount you must pay and when you must pay it, and how we will notify you of such changes;
- Clause 9 (Redraw Facility) which describes changes we may make relating to your redraw facility;
- Clause 11.1 (Credit fees and charges) which describes changes we may make to the fees and charges you are required to pay, and how we will notify you of such changes; and
- Section 14 (Changes to your Contract) which describes the circumstances in and purposes for which we may make other changes and when we will notify you about changes we make.

Please also see clause 13.2 (How we will communicate with you) which describes how we may send you notices we are required to give you in writing, including notices of changes we give you in writing.

#### 10. Changes to how we will communicate with you

From the transition date, we may give you written statements of account, notices, other documents or notifications relating to you home loan as set out in clause 13.2 (How we will communicate with you) of the Home Loan Terms and Conditions (16 October 2025) which are included in Part D of this booklet.

Subject to any legal requirements that provide otherwise, from the transition date, we may communicate with you by:

- sending the communication to you by email to the email address you last told us is your email address;
- making the communication available for you to view in e-banking;
- sending the communication to you by SMS to the mobile number you last told us is your mobile telephone number:
- sending the communication to you by prepaid post to the residential or postal address you last told us is your residential or postal address; or
- where the communication does not include your personal information:
  - by publishing it in a nationally published newspaper; or
  - by publishing it on a website and notifying you that it has been published and where it has been published by one of the other methods described above.

You must regularly check your email and SMS inboxes and e-banking to view the communications we give you.

Please ensure the contact details we have recorded for you are correct and promptly notify us of any changes to your contact details.

## 11. Changes to our security

No changes are being made to any mortgage or other security that currently secures your home loan and all mortgages, security and guarantees and indemnities that exist and secure your loan immediately prior to the transition date will continue to apply and secure your loan after the transition date.

## 12. Changes to Construction Loans

If your home loan is a construction loan, from the transition date it will be referred to as a Building Loan and section 12 of the Home Loan Terms and Conditions (16 October 2025) which are included in Part D of this booklet will apply.

There will be no change to the amount of time you have to complete the building works you are undertaking in connection with your home loan as a result of the transition. You must continue to complete the works within the original construction period or timeframe that we have agreed with you under the existing terms and conditions that apply to your home loan.

To the extent that the abovementioned terms and conditions impose any additional requirements or conditions that must be satisfied before we are required to advance any progress payment that do not currently apply under the existing terms and conditions that apply to your home loan, the additional requirement or condition will not apply to you after the transition date and we will continue to advance progress payments in accordance with the applicable existing terms and conditions that apply to your home loan.

#### 13. Company Borrowers

If you are a company, any representations, undertakings or warranties that you have given to us, or are required to give us, in relation to you, your ownership or your management or control under the existing terms and conditions that apply to your home loan continue after the transition date in addition to any included in the Home Loan Terms and Conditions (16 October 2025) which are included in Part D of this booklet. To the extent of any inconsistency, the terms and conditions in the Home Loan Terms and Conditions (16 October 2025) which are included in Part D of this booklet prevail.

#### 14. Trusts

Any representations, undertakings or warranties that you have given to us, or are required to give to us, in relation to any trust under the existing terms and conditions that apply to your home loan continue after the transition date in addition to any included in the Home Loan Terms and Conditions (16 October 2025) which are included in Part D of this booklet. To the extent of any inconsistency, the terms and conditions in the Home Loan Terms and Conditions (16 October 2025) which are included in Part D of this booklet prevail.

#### 15. Partnerships

If you have entered into your loan contract as a partner in a partnership, any obligations or requirements imposed on you in respect of the partnership under the existing terms and conditions that apply to your home loan continue after the transition date in addition to any included in Home Loan Terms and Conditions (16 October 2025) which are included in Part D of this booklet. To the extent of any inconsistency, the terms and conditions in the Home Loan Terms and Conditions (16 October 2025) which are included in Part D of this booklet prevail.

## PART C – Changes to offset accounts

This part describes the changes that apply if, on the transition date:

- · your existing offset account is transitioning to our new Offset Account type; or
- · we are opening a new Offset Account for you to replace your existing offset balance sub-account.

References to your existing account mean your existing offset account or your existing offset balance sub-account, as the case may be.

#### 1. Changes to terms and conditions

The terms and conditions set out in the **Offset Account Terms and Conditions (16 October 2025)** set out in Part E of this booklet, together with the relevant details set out in this booklet and any other notices we give you, will apply to your account from the transition date, in replacement of any current terms and conditions that apply to your account.

In addition, the terms and conditions set out in the **Payment Facilities Terms and Conditions (15 May 2025)** set out in Part F of this booklet and the relevant other details set out in this booklet will apply in relation to any Payment Facilities we make available to you to use in relation to your Offset Account. By using a Payment Facility we make available to you (for example, by logging in to the new e-banking app) you confirm your agreement to these terms and conditions.

Please read both terms and conditions documents carefully and get in contact with us if you have any questions.

## 2. Changes to eligibility criteria

From the transition date, the eligibility criteria to open and hold an Offset Account will change.

To continue to hold your account, you must have an Eligible Home Loan (as defined in the Offset Account Terms and Conditions (16 October 2025) included in Part E of this booklet.

We may close your Offset Account if it is not linked to an Eligible Home Loan (including when your Loan Account is closed). See clause 15.2 (Our right to close your Offset Account) in the Offset Account Terms and Conditions (16 October 2025) for circumstances in which we may close your account and whether we are required to give you prior notice before doing so.

## 3. Changes to fees and charges

What fees and charges will apply

From the transition date the fees and charges that apply to your account will change and will be as set out in the **Schedule of Offset Account Fees, Charges and Interest Rates (16 October 2025)** which are included at the end of the Offset Account Terms and Conditions (16 October 2025) in Part E of this booklet. In some cases, fees for transactions may apply.

Monthly fees

No monthly account fees are payable on Offset Accounts.

Where are fees and charges debited

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

#### 4. Changes to interest

No interest is payable by us to you on any credit balance of an Offset Account.

You must ensure that your account does not become overdrawn. From the transition date, if your account is overdrawn, you will be required to pay us interest on the debit balance of your account at our applicable Overlimit Rate which is set out in the **Schedule of Offset Account Fees, Charges and Interest Rates** (16 October 2025) which is included at the end of the Offset Account Terms and Conditions (16 October 2025) in Part E of this booklet. See clause 7.6 (Overdrawing your Offset Account) of the Offset Account Terms and Conditions (16 October 2025) in Part E of this booklet for more information about the consequences of overdrawing your account.

Overdrawn interest you are required to pay us is calculated daily and will be debited to your account half yearly on 1 April and 1 October.

We may change the interest rates applicable to your account from time to time in our discretion (see 'Future changes to terms and conditions' below).

#### 5. Changes to how you can access your account

Part A of this booklet and any letter and other communications we give you provide general information about the changes to how you will be able to access your Offset Account after the transition date.

Any existing account or payment access methods you have (such as cards and Online Banking) will be cancelled on the transition date and replacement Payment Facilities issued to you.

From the transition date you will be able to access your account using the following payment facilities listed as being available:

Payment Facility	Availability
Debit Card (including through Digital Wallets)	Available
e-Banking	Available
Internal Transfers	Available
Pay Anyone (including Osko and Fast Payments)	Available
Telegraphic Transfers	Available
PayID	Available
РауТо	Not available
BPAY	Available
BPAY View	Not available
Automatic Payments	Available
Bank Cheques	Not available
Cheque facility	Not available
Phone banking	Not available

#### 6. Account operating instructions for joint accounts

For joint accounts, we will separately advise you:

- whether your existing account operation instructions will automatically be carried over to your Offset Account on the transition date; and
- any account operation instruction or transaction authorisation requirements that will apply from the transition date to use any of the above Payment Facilities for a joint account.

#### 7. Changes to how authorised signatories can access and operate your account

Clause 7.5 (Third party access to your Offset Account and operating instructions) of the Offset Account Terms and Conditions (16 October 2025) contains details of whether and how you can authorise third parties to access your Offset Account and your liability for them.

If any existing authorised operator authorisations are in place for your existing account immediately prior to the transition date, we will separately advise you what will happen in relation to those authorisations after the transition date.

## 8. Changes to transaction limits

Part A of this booklet describes the applicable periodic limits that will apply to your Offset Account from the transition date.

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

After the transition date we may change the daily and other periodic limits that apply to your Offset Account and relevant Payment Facilities from time to time as set out in the applicable terms and conditions.

#### 9. Changes to your liability in relation to transactions

The Payment Facilities Terms and Conditions (15 May 2025) in Part F of this booklet contain details about when you will and will not be liable for transactions performed using Payment Facilities from the transition date.

You should read these terms and conditions carefully. In particular, we suggest that you read the following sections to understand when you will and will not be liable in respect of losses from unauthorised transactions:

- Section 13 (Disputing transactions and refunds and chargebacks);
- Section 14 (Keeping your payment devices secure); and
- Section 15 (Liability for Transactions).

We will continue to comply with the ePayments Code, where it applies, in relation to your account from the transition date and your liability for unauthorised transactions will continue to be determined consistently with the applicable provisions of the ePayments Code.

## 10. Changes to your Statements

From the transition date, we will give you a statement of account at least every 6 months, unless we agree to provide you with statements more frequently (please contact us if you would like to request more frequent statements).

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

## 11. Future changes to terms and conditions

The terms and conditions that will apply to your Offset Account and related Payment Facilities from the transition date (see 'Changes to terms and conditions', above) allow us to make changes from time to time after the transition date.

Please see the following sections of the terms and conditions documents for more details:

- Section 14 (Changes) and clause 12.2 (How we will communicate with you) of the Offset Account Terms and Conditions (16 October 2025) included in Part E of this booklet – which relate to our ability to make changes to your Offset Account and related terms and conditions, and how we will notify you of such changes; and
- Section 18 (How we will communicate with you) and section 20 (Changes to Payment Facilities) of the Payment Facilities Terms and Conditions (15 May 2025) included in Part F of this booklet which relate to our ability to make changes to Payment Facilities and related terms and conditions, and how we will notify you of such changes.

#### 12. Changes to how we will communicate with you

From the transition date, we may give you written statements of account, notices, other documents or notifications relating to your account as set out in clause 12.2 (How we will communicate with you) of the Offset Account Terms and Conditions (16 October 2025) included in Part E of this booklet and section 18 (How we will communicate with you) of the Payment Facilities Terms and Conditions (15 May 2025) included in Part F of this booklet.

Subject to any legal requirements that provide otherwise, from the transition date, we may communicate with you by:

- sending the communication to you by email to the email address you last told us is your email address;
- making the communication available for you to view in e-banking;
- sending the communication to you by SMS to the mobile number you last told us is your mobile telephone number;

- sending the communication to you by prepaid post to the residential or postal address you last told us is your residential or postal address; or
- where the communication does not include your personal information:
  - by publishing it in a nationally published newspaper; or
  - by publishing it on a website and notifying you that it has been published and where it has been published by one of the other methods described above.

#### You must:

- ensure the email address, mobile telephone number, residential address and postal address we have recorded for you in our system are all current all times and immediately advise us of any changes to these contact details; and
- regularly check your email and SMS inboxes and e-banking to view the communications we give you.

# Home Loan

Terms and Conditions
16 October 2025

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## **Home Loan Terms and Conditions**

Some words in this document have a specific meaning – see the 'Interpreting your Contract' section at the end of these Terms and Conditions.

## 1. Your Contract and other applicable terms and conditions

Your Contract for your Home Loan is made up of your Home Loan Schedule and these Terms and Conditions. Please read both documents.

If there is any inconsistency between your Home Loan Schedule and these Terms and Conditions, your Home Loan Schedule prevails to the extent of the inconsistency.

The following terms and conditions may also apply:

- if you use a Payment Facility to access your Loan Account, our Payment Facilities Terms and Conditions will apply in relation to that use; and
- any other terms and conditions referred to in your Home Loan Schedule.

Copies of each of the terms and conditions documents described above are available on request by contacting us or in the Support Centre.

#### Important!

We may make changes to the details in your Home Loan Schedule and these Terms and Conditions from time to time without your consent. See the 'Changes to your Contract' section in these Terms and Conditions for more information.

If you need to contact us, please see the 'How you can contact us' section in these Terms and Conditions.

#### 2. Banking Code of Practice

The relevant provisions of the Banking Code of Practice apply to your Home Loan. The Banking Code of Practice is available by contacting us, through the Support Centre or can be accessed on the Bendigo and Adelaide Bank website at www.bendigoadelaide.com.au.

#### 3. Payment Facilities

The following Payment Facilities are available to access your Loan Account:

- e-banking;
- Internal Transfers (if you have a Redraw Facility see the 'Redraw Facility' section in these Terms and Conditions);
- Pay Anyone (including Osko and Fast Payments); and
- Telegraphic Transfers.

e-banking is not available for Authorised Signatories.

#### 4. Before we advance your Home Loan

Before we are required to advance any of the Amount of Credit:

- you (and if there is more than one of you, all of you) must sign and return your Home Loan Schedule to us;
- if your Home Loan Schedule says that we require a guarantee and indemnity from a person who is to be a guarantor for your Home Loan, each guarantor must sign and return to us the guarantee and indemnity and related documents we give to them;
- if we advise you in writing or your Home Loan Schedule says that you or a guarantor must receive
  independent professional legal or financial advice, we must receive evidence which is satisfactory to us
  (acting reasonably) that this has occurred;

- if your Home Loan Schedule says that we require a mortgage or security interest over any property as security, each borrower and guarantor who needs to grant us that mortgage or security interest must execute or otherwise grant us a mortgage or security interest in the form we prepare and give to them. The mortgage or security interest (once registered, where possible) must be first ranking and have priority over all other interests in the relevant property unless we agree otherwise in writing. If we agree that the mortgage or security interest will not be first ranking, appropriate priority agreements must be entered into with all other interest holders limiting their interests to our satisfaction;
- if we advise you or a guarantor that we need to verify your or their identity or your or their rights in relation to any Mortgaged Property, we receive such identity and other documents that we reasonably request from you or the guarantor;
- except in relation to any Mortgaged Property that is vacant land, we must be provided with evidence that
  is acceptable to us confirming that each Mortgaged Property is insured with an insurer that is acceptable
  to us for the amount of insurance that we advise you or, if we do not advise you an amount, the amount it
  would cost to totally rebuild or replace all improvements on the Mortgaged Property in the event that they
  were totally destroyed. Unless your Mortgaged Property is insured as part of a group title arrangement
  (such as a strata corporation, body corporate or owners' corporation), each owner must be named as
  an insured and we must also be named as an insured, mortgagee or interested party on the evidence of
  insurance provided;
- we must be satisfied (acting reasonably) with any valuation, searches and enquiries that we obtain in relation to you, a guarantor or any Mortgaged Property;
- we must receive evidence that each document or instrument which must be lodged or registered in respect
  of any Mortgaged Property to enable us to register our mortgage or security interest in the Mortgaged
  Property with the expected priority has been lodged or registered;
- we must receive any title documents (paper and electronic), nominations or consents necessary to register any mortgage or security interest granted to us over the Mortgaged Property and a discharge or withdrawal of each existing mortgage, encumbrance or other interest affecting any Mortgaged Property;
- if your Home Loan Schedule sets out any settlement conditions that must be satisfied before we are required to advance any Amount of Credit, those settlement conditions must be satisfied; and
- if your Home Loan Schedule says your Home Loan is a building loan, the additional requirements set out in the 'Building Loans' section of these Terms and Conditions must be satisfied.

#### 5. How we advance your Home Loan

#### 5.1 We agree to advance you the Amount of Credit

We agree to advance you the Amount of Credit on and subject to the terms of your Contract. However:

- (a) we may refuse to advance the Amount of Credit or any further part of the Amount of Credit (if the Amount of Credit has already been partly advanced) if:
  - (i) your or a guarantor's financial circumstances have materially changed since we approved your Home Loan and we reasonably consider the change materially increases our risk;
  - (ii) you or a guarantor is in default under your Contract, any guarantee and indemnity given in relation to your Contract or any mortgage that secures your Contract; or
  - (iii) any information which you or a guarantor gave or give to us in connection with your Home Loan application or your Contract is not correct or has materially changed since it was provided to us in a way that materially increases our risk; and
- (b) unless your Home Loan Schedule says your Home Loan is a building loan, we are not required to advance any part of the Amount of Credit that is not advanced within 90 days of the Disclosure Date, or such longer time we agree in our discretion to give you.

#### 5.2 Upfront credit fees and charges

Before we advance any part of the Amount of Credit for any other purpose, we will first pay the upfront credit fees and charges you are required to pay under your Contract from the Amount of Credit (unless you have already paid them before then).

#### 5.3 Refinance transactions

Where the Amount of Credit is being advanced to refinance one or more existing debts with another creditor, we will advance the Amount of Credit in accordance with directions given to us by the outgoing creditor(s). You authorise us to act on the payment instructions of your outgoing creditor(s) unless you tell us otherwise in writing before we do so.

#### 5.4 Purchase transactions

Where the Amount of Credit is being advanced to assist you to acquire real property, we will advance the Amount of Credit in accordance with the disbursement instructions given or approved by your solicitor or conveyancer. You authorise us to act on the settlement and disbursement instructions of your solicitor or conveyancer unless you tell us otherwise in writing before we do so.

If the amount required to complete settlement is more than the amount available from the Amount of Credit (after deducting the amount necessary to pay the upfront credit fees and charges and completing any refinance, if applicable), you will need to arrange for the required amount to be made available to your solicitor or conveyancer. However, if you have an open Offset Account, you may authorise us to debit your Offset Account for the additional funds required to complete settlement. If you do, you must ensure sufficient cleared funds are available in the Offset Account prior to the day of settlement.

#### 5.5 Progress payments for building loans

If your Home Loan Schedule says your Home Loan is a building loan, any part of the Amount of Credit that is not advanced by us to pay the upfront credit fees and charges or complete settlement of relevant refinance and purchase transactions as set out above will be advanced as progress payments as set out in the 'Building Loans' section of these Terms and Conditions.

We may restrict the Amount of Credit that we make available to be applied towards relevant refinance and purchase settlements or any progress payment to ensure that the remaining Amount of Credit to be advanced is sufficient to cover the anticipated costs of completion of the building works being undertaken. This means that you will need to apply any funds you are to provide from other sources before we advance the Amount of Credit.

#### 5.6 Remaining Amount of Credit

We may advance any remaining Amount of Credit (after we have advanced the amounts described above) to you by:

- paying it in accordance with written instructions or a disbursement authority given to us by you or your agent;
- crediting it into an Offset Account linked to your Loan Account; or
- if the Home Loan Schedule says you have a Redraw Facility, making the amount available for you to access as a redraw through your Redraw Facility (by treating the amount as if it has been advanced and immediately repaid by you).

## 6. Interest

#### **6.1** You must pay us interest

You must pay us interest on the unpaid balance of your Loan Account. This means interest will be payable on all amounts debited to your Loan Account (including interest, credit fees and charges and enforcement expenses that are debited to your Loan Account) until they are paid.

#### 6.2 Your interest rate and how interest is calculated

The Annual Percentage Rate that applies to your Home Loan as at the Disclosure Date is set out in the 'Annual Percentage Rate' section of your Home Loan Schedule. Where the 'Annual Percentage Rate' section refers to a reference rate, the Annual Percentage Rate is the aggregate of the applicable reference rate and the margin (if any) stated in your Home Loan Schedule.

We will calculate interest daily by multiplying the unpaid balance of your Loan Account at the End of Day by the daily percentage rate. The daily percentage rate is the Annual Percentage Rate divided by 365 (or 366 for a leap year).

We may change the Annual Percentage Rate (including by changing any reference rate and/or margin, where applicable) from time to time at our discretion. However, we may not change the Annual Percentage Rate during any Fixed Rate Period.

Acting reasonably, we may also change how interest is calculated and debited from time to time.

If we change your Annual Percentage Rate, we will give you written notice of the change not later than the day on which the change takes effect, unless the change reduces your obligations (in which case we will give you particulars of the change before or when the next statement of account is sent after the change takes effect) or the change is made by agreement with you.

If we change how interest is calculated and debited, we will give you written notice of the change at least 20 days before the change takes effect, unless the change reduces your obligations (in which case we will give you particulars of the change before or when the next statement of account is sent after the change takes effect).

See the 'Offset Facility' section in these Terms and Conditions for details about how Offset Account balances affect how we calculate interest on your Loan Account.

#### 6.3 When interest is debited to your loan account

We will debit interest to your Loan Account on or about the same day every month. This may not be the same day as your repayments are due.

We will also debit interest to your Loan Account on the day we close your Loan Account.

## 7. Offset Facility

This 'Offset Facility' section applies if your Home Loan Schedule says or we notify you that you may link an Offset Account to your Home Loan and you ask us to link an Offset Account to your Loan Account.

An Offset Account may only be linked to your Loan Account if all account holders for the Offset Account are borrowers under your Contract and we have allocated the same customer number to both the Offset Account and the Loan Account. We will tell you which of your accounts are eligible to be linked to your Loan Account as an Offset Account or tell you how to open a new Offset Account, on request.

The maximum number of Offset Accounts that may be linked to your Loan Account is set out in your Home Loan Schedule unless we notify you otherwise.

While an Offset Account is linked to your Loan Account, when we calculate interest at the End of Day, instead of calculating interest based on the unpaid balance of your Loan Account, we calculate interest on the Net Amount which is calculated as follows:

Net Amount = unpaid balance of your Loan Account - (OP x OAB)

#### where:

OP (Offset Percentage) = the Offset Percentage set out in your Home Loan Schedule, or as we later notify you.

OAB (Offset Accounts Balance) = the aggregate of the credit balances of all Offset Accounts linked to your Home Loan.

If the Net Amount on which interest is calculated is less than or equal to zero, no interest is payable in respect of that day.

#### 8. Repayments

#### 8.1 Required repayments

You must repay the Amount of Credit and all other amounts debited to your Loan Account by making the repayments described in your Home Loan Schedule.

Acting reasonably, we may change the amount or frequency or time for payment of, or the method of calculation of, the repayments you are required to make from time to time. However, we may only increase the amount of the repayments you are required to make where doing so is reasonably necessary to ensure you repay all amounts payable by you under your Contract over the agreed term of your Home Loan. This includes where we determine

that your repayments need to increase as a result of:

- the Annual Percentage Rate increasing;
- credit fees and charges, enforcement expenses or other amounts payable by you being debited to the Loan Account;
- you redrawing Additional Repayments (where available); or
- changes we agree with you or that we are able to make without your consent or agreement (for example, changes to credit fees and charges, changes to how we calculate interest or changes to the systems we use to manage your Loan Account or calculate repayment amounts).

If you make Additional Repayments, we may calculate your required repayments on the amount the Loan Account balance would be if you had not made the Additional Repayments unless we have agreed the Additional Repayments will be applied as a permanent reduction of the Loan Account balance and will not be available for redraw (if your Home Loan has a Redraw Facility).

If we change your repayments, we will give you written notice of the change at least 20 days before the change takes effect unless the change reduces your obligations or extends the time for payment (in which case we will give you particulars of the change before or when the next statement of account is sent after the change takes effect) or the change is made by agreement with you.

If we give you notice of a change to your repayments, you must make repayments in accordance with the notice we give you.

#### 8.2 Additional Repayments

You may make Additional Repayments at any time.

However, if you make Additional Repayments during a Fixed Rate Period, you may incur a Break Cost Fee as stated in your Home Loan Schedule. Break Cost Fees may be significant. You should contact us and request an estimate of the Break Cost Fee that will be payable in relation to a proposed Additional Repayment before you make the Additional Repayment.

#### 9. Redraw Facility

This 'Redraw Facility' section applies if your Home Loan Schedule says or we notify you that your Home Loan has a Redraw Facility.

At our discretion, if you make Additional Repayments, we may allow you to redraw the Additional Repayments you have made excluding any Additional Repayments:

- we have agreed will be applied as a permanent reduction of the Loan Account balance and will not be available for redraw; or
- made in consideration of us agreeing to provide a discharge or release in respect of any guarantor or Mortgaged Property.

We will act reasonably in exercising our discretion to allow or refuse a redraw request from you.

The minimum amount of each redraw, if any, is as specified in your Home Loan Schedule or as we later notify you. If no minimum amount is specified or notified, there is no minimum redraw amount.

The maximum amount you may redraw is as specified in your Home Loan Schedule or as we later notify you. If no maximum amount is specified or notified, the maximum amount you may redraw at any time is the total amount of Additional Repayments you have made less the amount of your next required repayment unless we tell you otherwise.

From time to time, we may tell you the maximum amount that is available for redraw on your Loan Account (for example, by showing the amount as available funds in e-banking). However, that does not reduce or limit our discretion to refuse a redraw request and we may, where we reasonably consider it necessary to protect our legitimate interests, reduce, limit or otherwise alter the amount that you may redraw from time to time. If we do so we will give you at least 30 days notice of the change unless it is reasonable for us to give you a shorter notice period, or no notice, to manage a material and immediate risk.

You may make a redraw request online through e-banking if your Online Redraw Facility is activated. Any funds transfer request you process from your Loan Account through e-banking (such as an Internal Transfer) is considered a redraw request.

If there is only one of you, your Online Redraw Facility is automatically activated.

If there is more than one of you, each of you must agree to activate your Online Redraw Facility and while it is activated it will operate on an 'Any to sign' basis which means that any of you (and any person you appoint as an Authorised Signatory) will be able to authorise a redraw through e-banking independently of the rest of you.

At any time, you may request, by contacting us, that we deactivate your Online Redraw Facility so that redraws cannot be made through e-banking. We will action such requests received in relation to your Loan Account, as soon as reasonably practicable.

We may also deactivate your Online Redraw Facility at any time including if:

- we are notified of or otherwise become aware of any dispute between any of you affecting your Home Loan:
- we are notified or otherwise become aware of an Insolvency Event in relation to any of you; or
- we consider it to be necessary to prevent financial harm or abuse or to protect our legitimate business interests.

If your Online Redraw Facility is not activated, you can contact us to request that it be activated.

#### 10. Payments

#### 10.1 Payments to your loan account

You must make all payments due under your Contract by 8pm in Victoria on the date they are due.

You cannot withhold all or part of any payment on the basis of a deduction, set off or counterclaim, except to the extent you are entitled to do so under any applicable law and cannot waive or exclude that entitlement.

You may make payments you are required to make under your Contract in any way that we accept payments, including by:

- a periodical payment set up from another qualifying account with us;
- direct debit arrangement (subject to you entering into a direct debit service agreement with us); or
- electronic funds transfer to your Loan Account.

All payments you make to your Loan Account must be in Australian currency.

We do not treat a payment as having been made by you until we receive it and credit it to your Loan Account in the ordinary course of our business. The date on which we credit payments to your Loan Account may differ depending on how the payment has been made.

If a payment you make is subsequently reversed or dishonoured we may adjust the Loan Account balance accordingly and act as if the payment was never made.

#### 10.2 Adjustments

We may adjust a debit or credit to your Loan Account to accurately reflect your and our legal obligations. This includes where an amount is debited or credited by error or where a payment you make is subsequently reversed or dishonoured.

We may also reverse a credit to your Loan Account that is related to an electronic funds transfer if we do not actually receive the funds from the sender or we are required to return the funds to the sender under any applicable law, industry code of conduct, voluntary code of conduct we subscribe to, or under the rules, regulations or procedures that apply to the payment system the electronic funds transfer was received through. Unless we are required to do so under an applicable law, industry code of conduct, voluntary code of conduct we subscribe to, or the rules, regulations or procedures that apply to the relevant payment system, we are not required to notify you before we do so. However, if we do not notify you before we do so, we will tell you we have done so after we have.

If we adjust a debit or credit to your Loan Account we may also make consequential adjustments to the unpaid balance of your Loan Account, including with respect to accrued interest or interest that has already been debited to your Loan Account.

#### 10.3 Returning Payments

If we determine, acting reasonably, that a payment or credit to an account was an error, made by mistake (for example, where the sender entered or selected the account details by mistake) or was made in connection with fraud or a scam (including where the funds are the proceeds of fraud or a scam payment) we may return the amount to the sender or the person to whom we reasonably believe is legally entitled to the funds and debit the account. If we do, your and our rights and obligations will be the same as if the payment or credit was never made and we may make adjustments to the account to reflect this. If the payment is a mistaken internet payment we will act consistently with any other parts of these terms and conditions that deal with mistaken internet payments and the ePayments Code (where it applies).

#### 10.4 Confirmation of Payee service

Sharing your account details through the Confirmation of Payee service

We'll ensure your account details, including your name, are accurately recorded by us (based on the information you have provided to us and any verification we have undertaken) for the use of the Confirmation of Payee service.

You must promptly notify us of any changes to your name and provide us with any evidence of your name change that we reasonably request.

You authorise and consent to:

- us using and disclosing your account details (including your name) with the Confirmation of Payee service;
- us and other financial institutions who process payments to or from your account using the related transaction details (including any name included with a payment instruction) with the Confirmation of Payee service;
- payers' financial institutions using and disclosing your account details (including your name) for the purposes of the Confirmation of Payee service and prior to making payments to you; and
- your account details (including your name) and transaction details being disclosed, stored and used in connection with the Confirmation of Payee service in accordance with the industry rules, regulations and procedures that apply to the Confirmation of Payee service.

#### Opt-out requests

You may request that we withhold from sharing your account details with the Confirmation of Payee service for an account if there are special circumstances and it is reasonably necessary to withhold your account details to protect your safety or security (an opt-out request). We will only agree to an opt-out request if we agree that special circumstances exist and it is reasonably necessary to protect your safety or security.

If we agree to an opt-out request:

- payers may not be able to confirm your account details through the Confirmation of Payee service when making payments to your account;
- we may still disclose your account details (including your name) to other financial institutions through
  the Confirmation of Payee service to facilitate their fraud checking processes (but they will not share your
  details with payers);
- we may still disclose your account details (including your name) through the Confirmation of Payee service for them to be shared with some government agencies to confirm your identity in relation to payments they are making to you;
- financial institutions who process payments to or from your account may still use the related transaction details (including any name included with a payment instruction) with the Confirmation of Payee service; and
- you can request to opt your account back in to sharing your account details with the Confirmation of Payee service at any time.

#### 11. Fees and charges you must pay

#### 11.1 Credit fees and charges

You must pay us the credit fees and charges described in your Home Loan Schedule as and when described in your Home Loan Schedule.

Acting reasonably, and to the extent reasonably necessary to protect our legitimate interests or to benefit you, we may change the credit fees and charges that apply to your Home Loan from time to time.

However, during a Fixed Rate Period we may not:

- introduce or increase a credit fee or charge that is payable on early termination of your Contract or in respect of Additional Repayments; or
- change the method of calculation of a credit fee or charge payable on early termination of your Contract or in respect of Additional Repayments so as to increase the fee or charge.

If we change the credit fees and charges payable by you in relation to your Home Loan (including if we introduce a new credit fee or charge), we will give you written notice of the change not later than 30 days before the change takes effect unless the change reduces your obligations or extends the time for payment (in which case we will give you particulars of the change before or when the next statement of account is sent after the change takes effect) or the change is made by agreement with you.

You must pay us any changed or new credit fees and charges in accordance with any notice of change we give you.

#### 11.2 Government charges

You must pay us any government charges or duties payable on receipts or withdrawals in connection with your Contract or a mortgage over Mortgaged Property.

#### 11.3 How fees and charges must be paid

We may debit all fees and charges payable by you under your Contract to your Loan Account as and when they become payable, unless you have already paid them.

If you have not paid a fee or charge when it becomes payable and we debit it to your Loan Account, you must pay us the amount of the fee or charge to your Loan Account if we ask you to.

#### 12. Building Loans

This 'Building Loans' section applies if your Home Loan Schedule says your Home Loan is a building loan.

#### 12.1 Additional funding pre-conditions

In addition to the requirements set out in the 'Before we advance your Home Loan' section of these Terms and Conditions, we are not required to advance you the Amount of Credit (or any part of it) unless you satisfy the following additional funding pre-conditions:

- you have given us full copies of:
  - all building contracts, plans and specifications for the building works which are to be carried out
    on the Mortgaged Property which must have been approved by your local council and any other
    authority that must approve them;
  - any relevant soil report including an engineering footing design;
  - the approvals from your local council and any other authority that must approve the building works;
  - any other licenses or permits that you require to carry out the building works;
  - the signed building contract relating to the building works and any annexures to it;
  - your builder's licence;
  - a course of construction or construction risk insurance policy for the building contract price and for the period until the building works are completed noting our interest as mortgagee; and
  - your builder's home/builder's warranty indemnity insurance policy;

- we are satisfied with their form and content (acting reasonably); and
- you have provided us with evidence that is satisfactory to us (acting reasonably) that you have already paid the amount by which the cost of the building works and the funds required to complete any refinance or purchase transactions associated with the Mortgaged Property (if any) exceeds the Amount of Credit.

#### 12.2 Progress payments

We will make progress payments, other than the last, when we receive in a form that is satisfactory to us (acting reasonably):

- a copy of a progress payment claim or request from your builder that is consistent with the terms of the building contract;
- your written authority to pay the claim;
- if we, in our discretion, decide to have the building works inspected, a satisfactory inspection report from our building inspector or valuer; and
- if we request it, evidence that is satisfactory to us (acting reasonably) that the amount which remains to be paid to complete the building works does not exceed that part of the Amount of Credit that has not already been advanced.

We will make the last progress payment when we receive in a form that is satisfactory to us (acting reasonably):

- a copy of a certificate of practical completion;
- a copy of an occupancy permit (or its equivalent);
- your written authority to pay the last progress payment;
- a letter from you confirming you accept the building works have been completed to a satisfactory standard;
- a satisfactory inspection report from our building inspector or valuer; and
- evidence that is acceptable to us confirming that all improvements on the Mortgaged Property are insured
  with an insurer that is acceptable to us for the amount of insurance that we advise you or, if we do not
  advise you an amount, the amount it would cost to totally rebuild or replace all improvements on the
  Mortgaged Property in the event they were totally destroyed, naming each owner as an insured and us as
  an insured, mortgagee or interested party.

If we agree a schedule of progress payments with you in writing, we are not required to advance any progress payment that is not in accordance with the agreed schedule of progress payments.

We may make all progress payments direct to the builder. If we, in our discretion, agree to pay any progress payment to you, you must ensure it is promptly applied to the costs of the building works and provide us with evidence that this has occurred on request.

We may refuse to make any progress payment if, in our reasonable opinion, the building works are not proceeding satisfactorily and in accordance with the building contract or if you are in default under your Contract.

If you are in default under your Contract, and do not remedy your default within the period allowed in a default notice we give you, any obligation we have under your Contract to advance any part of the Amount of Credit that has not already been advanced ceases.

#### 12.3 Commencement and completion timeframes

You must ensure the building works are:

- commenced within 90 days from the date of your Contract (or later as agreed in writing between you and us);
- · carried out expeditiously and without undue delay; and
- · completed within the Building Period.

#### 12.4 Your obligations

You must:

- not allow the building works to commence until you have obtained all necessary consents and authorisations and obtained our written consent (which shall not be unreasonably withheld);
- ensure the building works are completed substantially in accordance with the building contract, construction schedule, plans, specifications and any variations that have been provided to and approved by us;
- pay any amount required to complete any refinance or purchase settlements associated with the Mortgaged
   Property and complete the building works that exceeds the Amount of Credit;
- not terminate the building contract nor agree to any variation of the building contract that would increase
  or decrease the building contract price or have a material impact on the value of the Mortgaged Property
  without our prior written consent; and
- comply with the requirements of any encumbrance, covenant, restriction, agreement, authorisation or approval condition that applies or relates to you, the Mortgaged Property or the building works.

#### 12.5 Additional events of default

Without limiting the other clauses of these Terms and Conditions, you will be in default under your Contract if:

- you fail to comply with your obligations under this 'Building Loans' section including by failing to commence and complete the building works as required by this 'Building Loans' section;
- you breach the terms of the building contract between you and a builder relating to the building works and, as a result, the builder terminates the building contract or has the right to terminate the building contract and threatens to do so;
- you breach the terms of any encumbrance, covenant, restriction, agreement, authorisation or approval condition that applies or relates to you, the Mortgaged Property or the building works (including in any contract for the purchase of the Mortgaged Property); or
- any encumbrancee, vendor or other person becomes legally entitled to require that you sell or otherwise transfer the Mortgaged Property to them or a person nominated by them and exercises or proposes to exercise that right.

#### 12.6 Site inspections and valuations

Acting reasonably, we may appoint a building inspector or valuer to carry out site inspections to inspect the building works at such times during construction as we shall determine and you must ensure that our inspector or valuer has access to the Mortgaged Property for this purpose on request.

Any building inspector or valuer we appoint will inspect the building works solely for our purposes. You cannot rely on our site inspections and should not assume, because we make a progress payment, that the building works are satisfactory or free of defects. It is your responsibility to monitor the building works.

#### 13. Statements and how we will communicate with you

#### 13.1 Statements

We will give you a statement of account for your Loan Account every six months unless we are not required to do so under applicable laws and the Banking Code of Practice. We may give you statements of account more frequently at our discretion.

We will give you statements of account for your Loan Account by making them available for you to access electronically in e-banking unless you have contacted us and requested that we send you printed copies by post or we have otherwise told you we will send you printed copies by post (in which case we will send you printed statements of account by post). You can change your statement delivery method by contacting us.

You must promptly check each entry on the statements of account we give you and promptly report any possible error or unauthorised transaction to us.

You may request a copy of a statement of account at any time by contacting us. We may charge a fee for providing a copy of a statement of account we have already given to you if stated in your Home Loan Schedule or if we later impose such a fee.

#### 13.2 How we will communicate with you

You agree we may give you each written notice, other document or notification relating to your Contract (all referred to as a 'communication' in this clause):

- by sending the communication to you by email to the email address you last told us is your email address;
- by making the communication available for you to view in e-banking;
- by sending the communication to you by SMS to the mobile number you last told us is your mobile telephone number;
- by sending the communication to you by prepaid post to the residential or postal address you last told us is your residential or postal address; or
- where the communication does not include your personal information:
  - by publishing it in a nationally published newspaper; or
  - by publishing it on a website and notifying you that it has been published and where it has been published by one of the other methods described in this clause.

You must regularly check your email and SMS inboxes and e-banking to view the communications we give you.

#### 14. Changes to your Contract

#### 14.1 We may change the terms of your Contract without your consent

In addition to the changes we may make under the other clauses of these Terms and Conditions, we may also make the changes to your Contract which are described in this clause without your further consent or agreement, subject to applicable laws and the Banking Code of Practice.

Acting reasonably, we may change your Contract (including these Terms and Conditions) to:

- introduce new features or options;
- make changes that are administrative in nature or to correct a mistake, inconsistency or omission;
- simplify the existing terms of your Contract;
- reflect changes in the way we operate our business, technology and systems;
- comply with any law, industry code or governmental or regulator decision or guidance that applies to us;
- add, change or remove any discounts or other benefits we have agreed to provide to you as a result of you no longer meeting the relevant eligibility criteria;
- if we no longer offer your type of Home Loan to new customers, change your Home Loan to a different type of Home Loan we offer to new customers that is substantially the same or similar to your current Home Loan (provided that we reasonably consider it is likely to meet your needs and, overall, will not result in any material detriment to you);
- make changes that are not unfavourable or detrimental to you;
- make changes to reflect market practice or standards or to keep our products competitive and meeting customer expectations and needs;
- make changes to reflect changes to our cost of funds or other costs of doing business or to ensure that we receive an adequate return on assets;
- · make changes for information security or similar purposes;
- if we have assigned our rights, powers and discretions or remedies relating to your Contract, make changes to reflect the assignment or to comply with our obligations under the terms of or in connection with the assignment (including to remove your ability to link an Offset Account to your Loan Account or to change the Offset Percentage that applies in relation to any Offset Account); and
- make changes where we reasonably consider it necessary to do so to protect our legitimate interests.

#### 14.2 When we will notify you of changes to your Contract

We will tell you about changes to your Contract as soon as reasonably possible.

If the following table requires that we give you advance notice of a change, we will give you at least the notice period outlined.

#	Type of changes	Is advance notice required?
1	Changing the Annual Percentage Rate in a way that does not reduce your obligations	Yes, not later than the day the change takes effect
2	Changes to your repayments that do not reduce your obligations or extend the time for payment	Yes, 20 days
3	Changing fees and charges in a way that does not reduce your obligations or extend time for payment	Yes, 30 days
4	Any other change that does not reduce your obligations or extend the time for payment or that we think is unfavourable to you	Yes, 30 days
5	Any change that reduces your obligations or extends the time for payment or that we think is not unfavourable to you	No

However, we may give you a shorter notice period, or no notice, of a change if it is reasonable for us to do so to manage a material and immediate risk.

#### 14.3 What you can do if you are unhappy about a change we make without your consent

If we make a change to your Contract without your consent or agreement that is not acceptable to you, you can end your Contract by paying the Loan Account balance and any accrued interest and fees and charges that have not yet been debited to your Loan Account. We will provide you the amount that you must pay on request.

If you do this you will have to pay any fees that are payable under your Contract when the Loan Account balance is repaid in full or a mortgage or security interest in Mortgaged Property is discharged or released. You may also have to pay a Break Cost Fee if you do so during a Fixed Rate Period.

#### 15. Changes to your circumstances

#### 15.1 Changes to your contact details

You must ensure that the email address, mobile telephone number, residential address and postal address you have given or give to us are correct and current and promptly advise us of any changes to your contact details.

#### 15.2 Changes to your use of any Mortgaged Property

You must promptly advise us if you change how you use any Mortgaged Property or how you treat it for taxation purposes (for example, if you change from using a Mortgaged Property as your home or principal place of residence (owner occupied) to using it as an investment property or for trade, business or other non-residential purposes, or vice versa). For this purpose, 'home' and 'principal place of residence' does not include a holiday or vacation home or any property you only stay at on a part-time basis. You must provide us with evidence to support any change in the use of any Mortgaged Property as we may reasonably request.

#### 16. Default and enforcement

#### 16.1 Events of default

You are in default under your Contract if:

- you do not make a payment you are required to make under your Contract in full by its due date;
- · you or a guarantor are or become Insolvent;
- you or a guarantor are in default or an event of default occurs under a mortgage to us over any Mortgaged
   Property or under another agreement or deed which is secured by a mortgage to us over any Mortgaged
   Property;
- any Mortgaged Property is dealt with, or attempted to be dealt with, by you or a guarantor without our consent in breach of your Contract, any mortgage granted to us over any Mortgaged Property or any other agreement or deed with us;

- you or a guarantor gives us information or makes a representation or warranty to us which is materially incorrect or misleading (including by omission) in connection with your Contract or a Mortgaged Property such as information given in an application;
- you use the Amount of Credit for a purpose not approved by us;
- if you or a guarantor carry on a business at or after the date of your Contract, you or the guarantor (as the case may be) do not maintain a licence or permit necessary to conduct the business and we reasonably consider that this is likely to have a material impact on your or the guarantor's ability to meet your or their financial obligations to us, our security risk or our legal and reputation risk;
- in our reasonable opinion, you or any guarantor have not complied with the law or have acted fraudulently in connection with your Contract, a guarantee and indemnity related to your Contract or any Mortgaged Property, or it becomes unlawful for you or us to continue with your Home Loan or your Contract;
- enforcement proceedings are commenced, or a possession order or warrant is obtained, by any creditor of yours or any guarantor in respect of any Mortgaged Property;
- if you or a guarantor are not a natural person, legal or beneficial ownership or management control of you or the guarantor (as the case may be) changes without our consent in breach of your Contract, any guarantee and indemnity given to us in connection with your Contract, any mortgage over any Mortgaged Property or any other agreement or deed with us;
- the status, capacity or composition of you or a guarantor changes without our consent; or
- if your Home Loan Schedule says your Home Loan is a building loan, you are in default under the 'Additional events of default' clause in the 'Building Loans' section of these Terms and Conditions.

#### 16.2 When we can act on your default

If you have made all payments you are required to make under your Contract and you and all guarantors are not Insolvent, we will only act on your default if your default by its nature is material or we reasonably consider your default has had, or is likely to have, a material impact on:

- your or a guarantor's ability to meet your or their financial obligations to us;
- · our credit or security risk (or our ability to assess these risks); or
- if you are in default because you or a guarantor have failed to comply with the law, you or a guarantor has given us information or made a representation or warranty to us which is materially incorrect or misleading (including by omission), or you have used your Home Loan for a purpose not approved by us, our legal or reputation risk.

#### 16.3 Default notices

Subject to the 'When we can act on your default' clause above, if you are in default, we may send you a default notice that:

- tells you what the default is;
- if the default can be remedied, tells you the action necessary to remedy the default; and
- gives you a grace period of at least 30 days.

If you do not, or cannot, remedy a default after the end of any grace period stated in a default notice we give you in relation to the default, at the end of the grace period you immediately become liable to pay us the balance of your Loan Account and we may take enforcement action to recover that amount from you, including by exercising any rights we have in respect of any Mortgaged Property.

We are not required to give you a default notice in relation to a default before we take enforcement action if:

- we believe on reasonable grounds that we were induced by fraud on your part to enter into your Contract;
- we have made reasonable attempts to locate you, but without success; or
- a court authorises us to proceed without giving you a default notice.

#### **16.4 Enforcement expenses**

If you are in default, you must reimburse us for, and we may debit to your Loan Account, any enforcement expenses we reasonably incur in relation to your default. This includes any legal or debt collection costs we reasonably incur (on an indemnity basis).

#### 16.5 Service of proceedings

You agree that we may serve you with any originating process or other court documents relating to any legal proceedings we commence against you in relation to your Contract in the same way as we may give you notices and other documents and notifications under your Contract.

#### 16.6 Indemnity

You indemnify us in relation to any loss, cost, liability or expense we suffer or incur in connection with you failing to comply with your Contract or being in default under your Contract. However, you are not required to indemnify us in respect of any loss, cost, liability or expense caused by the fraud, negligence or wilful misconduct of us or our employees, contractors or agents or any receiver appointed by us.

#### 17. Trusts

This 'Trusts' section applies if you enter into your Contract or hold any property which is, or is intended to be, Mortgaged Property in your capacity as a trustee of a trust (even if you have not told us about that trust).

#### You agree:

- that you and any successor or additional trustee of the trust are liable to us under your Contract in your personal capacity and in your capacity as trustee of the trust;
- to give us a true copy of the deed governing the trust (as amended) and any other information we reasonably request in relation to the trust on request;
- to promptly tell us if you are removed as trustee of the trust, if a new trustee is appointed or if the trust vests or is otherwise wound up; and
- to ensure any new trustee of the trust signs any documents we reasonably require to ensure they are also bound by your Contract.

You also warrant to us that:

- you have an unrestricted right to be indemnified out of the trust assets in relation to the liabilities you have incurred or may in the future incur to us under your Contract;
- · you are the only trustee of the trust; and
- you are authorised under the terms governing the trust to enter into your Contract and do what you have agreed to do under your Contract.

## 18. Resolving complaints

We consider Internal Dispute Resolution (IDR) to be an important and necessary first step in the complaint handling process as it gives us an opportunity to hear when we do not meet our customers' expectations and address them genuinely, efficiently and effectively.

You can raise a complaint by contacting us.

Alternatively, you may refer your complaint directly to the Australian Financial Complaints Authority (AFCA). You can contact AFCA at:

GPO Box 3, Melbourne Vic 3001

Telephone: 1800 931 678Email: info@afca.org.auWebsite: www.afca.org.au

Time limits may apply to refer a complaint to AFCA 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 992Email: enquiries@oaic.gov.auWebsite: www.oaic.gov.au

## 19. General

#### 19.1 Information you must give us

You must give us any information or copies of documents we reasonably request in relation to you or any Mortgaged Property. If you are a company or other incorporated body this includes information and documents about your existence, structure, members and directors or governing board.

## 19.2 Joint and several liability

If there is more than one of you, each of you are liable to us jointly and separately for all amounts owed under and in respect of your Contract.

#### 19.3 Interpretation and severability

All parts of your Contract must be interpreted as necessary to be valid, enforceable and in compliance with applicable laws. If that is not possible, any part of your Contract that is void, unenforceable or in breach of applicable law is excluded from your Contract and the remainder of your Contract continues in full force and effect.

If any clause would, but for this clause, be void under applicable unfair contracts terms legislation we may only rely on that clause to the extent reasonably necessary to protect our legitimate interests.

#### 19.4 How we exercise our rights

We will act reasonably in exercising a right or remedy and giving or refusing our consent. We may impose reasonable conditions on providing our consent.

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 your Contract are in addition to other rights and remedies provided by law.

We are not liable for any loss caused by us exercising, attempting to exercise, failing to exercise or delaying the exercise of any right or remedy we have in connection with your Contract. However, this will not reduce our liability in respect of any loss, cost, liability or expense caused by the fraud, negligence or wilful misconduct of us or our employees, contractors or agents or any receiver appointed by us.

#### 19.5 Assigning rights

We may assign our rights, powers and discretions and remedies relating to your Contract without your consent and without notice to you.

We may disclose any information and documents about you and your Contract to any assignee of our rights under your Contract or any person considering becoming an assignee.

Your rights and obligations under your Contract are personal to you and cannot be assigned without our written consent.

#### 19.6 Waivers must be in writing

A waiver of any of our rights under your Contract does not occur unless we give it to you in writing.

#### 19.7 Account combination and set-off

We may, at any time, combine the balance of two or more accounts you have with us or set-off the balance of one account against another account.

However, we will not do this:

while we are actively considering your financial situation in respect of a hardship notice you have given
us (although we may then require that you keep funds in an account until we have decided whether to
agree to your request);

- while you are complying with an arrangement you have made with us after we have considered your hardship notice; or
- if you are in receipt of Centrelink benefits, if doing so breaches the Code of Operation: Recovery of Debts from Department of Human Services Income Support Payments or Department of Veterans' Affairs Payments.

#### 19.8 Applicable law

If you reside in Australia, your Contract is subject to the laws of the state or territory of Australia in which you reside at the time you accept your Contract.

Otherwise, your Contract is subject to the laws of the Australian state or territory in which our registered office is located at the time you accept your Contract.

#### 19.9 Compliance with Anti-money laundering and Counter-terrorism financing and other laws

If we believe doing so is necessary in order to comply with our legal obligations, we may:

- require you to provide to us or otherwise obtain any additional documents or information relating to a transaction performed or attempted on your Loan Account;
- · suspend, block or delay transactions on your Loan Account, or refuse to provide services to you; and
- report any transaction or activity performed or attempted to anybody to whom we are legally required to report transactions.

You must comply with reasonable directions we give you which are necessary for us to comply with our legal obligations in relation to your Home Loan.

#### 20. How you can contact us

You can contact us by using our contact details as stated in:

- your Home Loan Schedule (or as later updated by us); or
- the Support Centre.

You can also contact us directly through e-banking.

## 21. Understanding your Contract

#### 21.1 Definitions

In your Contract, the following definitions apply unless the context requires otherwise:

Defined term	Meaning
Additional Repayment	A repayment that you make that is more than your required repayments under your Contract.
	For the purposes of determining the amount of Additional Repayments you may redraw under a Redraw Facility (where available), Additional Repayments do not include any Additional Repayment:
	<ul> <li>we have agreed will be applied as a permanent reduction of the Loan Account balance and will not be available for redraw; or</li> </ul>
	<ul> <li>made in consideration of us agreeing to provide a discharge or release in respect of any guarantor or Mortgaged Property.</li> </ul>
Amount of Credit	The Amount of Credit stated in your Home Loan Schedule.
Annual Percentage Rate	The Annual Percentage Rate stated in your Home Loan Schedule, as varied from time to time.

Authorised Signatory	A person you have authorised as an Authorised Signatory for your Loan Account who is able to access and update information, perform transactions (including redraw requests), give us instructions and request that we issue Payment Facilities other than e-banking (including to themselves) in relation to your Loan Account in the same way you can.
	However an Authorised Signatory cannot appoint or remove other people as Authorised Signatories in relation to your Loan Account.
Building Period	If your Home Loan Schedule says your Home Loan is a building loan, the Building Period is the Building Period stated in your Home Loan Schedule or, if no Building Period is stated in your Home Loan Schedule, the Building Period is 24 months commencing the day we first advance any part of the Amount of Credit.
Confirmation of Payee service	The banking industry initiative that enables payers making payments using a BSB and account number to confirm the account name associated with the account.
Contract	The credit contract between us and you in respect of your Home Loan comprising your Home Loan Schedule and these Terms and Conditions, as varied from time to time.
Disclosure Date	The Date of Disclosure stated in your Home Loan Schedule.
e-banking	The e-banking app referred to in your Home Loan Schedule or advised to you by us from time to time.
	See the 'e-banking' section in our Payment Facilities Terms and Conditions.
End of Day	In respect of a day, the End of Day is the time we consider to be the end of that day for the purposes of our end of day processing on your Loan Account, being a time not before 8pm in Victoria on that day.
Fixed Rate Period	Any period for which we agree the Annual Percentage Rate is fixed.
Home Loan	The loan or other credit we are to provide, or have provided, to you under your Contract.
Home Loan Schedule	The Home Loan Schedule we give you relating to an offer by us to provide you with a Home Loan on the terms referred to in that Home Loan Schedule and these Terms and Conditions.
Insolvent	Being or becoming:
	a bankrupt;
	<ul> <li>an 'insolvent under administration' as defined in the Corporations Act 2001 (Cth); or</li> </ul>
	<ul> <li>a 'Chapter 5 body corporate' as defined in the Corporations Act 2001 (Cth).</li> </ul>
Interest Only Repayments	Repayments which only pay the interest and credit fees and charges that accrue under your Contract. The amount of each Interest Only Repayment is the amount of interest and credit fees and charges debited to your Loan Account in respect of the month prior to the date the repayment is due.
Loan Account	The account we establish for your Home Loan.
Mortgaged Property	All real and personal property and other assets which are, or are intended to be, subject to a mortgage, charge or other security interest in our favour as security for your Home Loan, including any property described in the 'Security' section of your Home Loan Schedule.
Online Redraw Facility	The e-banking functionality that allows you to make a redraw request online using e-banking (when activated).

Offset Account	A deposit account that we agree will be linked to your Loan Account as an Offset Account. See the 'Offset Facility' section in these Terms and Conditions.
Payment Facility	The Payment Facilities we make available pursuant to our Payment Facilities Terms and Conditions. Unless otherwise defined in these Terms and Conditions, Payment Facilities defined in our Payment Facilities Terms and Conditions have the same meanings in these Terms and Conditions.
Principal and Interest Repayments	Repayments which repay part of the principal Amount of Credit borrowed under your Contract as well as interest and credit fees and charges. The amount of each Principal and Interest Repayment is the amount stated in your Home Loan Schedule or as notified by us to you in writing. See the 'Repayments' section in these Terms and Conditions.
Redraw Facility	Our redraw facility which, if it applies, allows you to redraw your Additional Repayments. See the 'Redraw Facility' section in these Terms and Conditions.
Support Centre	The 'Support Centre' which is accessible through e-banking.
Terms and Conditions	These Home Loan Terms and Conditions.
We, us, our	Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL/Australian Credit Licence 237879.
You, your	Each person named as a borrower in the Home Loan Schedule and includes your successors (including any personal representatives) and permitted assigns. If there is more than one of you it means all of you together and each of you individually.

#### 21.2 Rules for interpreting your contract

In addition to the definitions above, the following rules apply to interpreting your Contract, unless the context requires otherwise:

- headings are for convenience only and do not affect the interpretation of your Contract;
- words importing the singular include the plural and vice versa;
- reference to legislation or codes includes any amendment to it, any legislation or code substituted for it, and any subordinate legislation made under it;
- words defined in the National Credit Code have the same meaning in your Contract;
- reference to a person includes a corporation, joint venture, association, government body, firm and any other entity;
- reference to a party includes that party's personal representatives, successors and permitted assignees;
- reference to a thing (including a right) includes a part of that thing;
- if a party comprises two or more persons:
  - reference to that party means each of the persons individually and any two or more of them jointly;
  - a promise by that party binds each of them individually and all of them jointly;
  - a right given to that party is given to each of them individually;
  - a representation, warranty or undertaking by that party is made by each of them individually;
- a provision must not be construed against a party only because that party prepared it;
- a provision must be read down to the extent necessary to be valid or, if it cannot be read down to be valid, it must be severed;
- if a thing is to be done on a day which is not a business day, it must be done on the business day before that day;
- another grammatical form of a defined expression has a corresponding meaning.

## **22. Signing your Contract**

You agree we may sign our offer and any document we are required to give you electronically and that our offer and any other document we are required to give you will be considered signed by us if and when we type our name on it and give the document to you.

We may at our discretion allow you to accept our offer and execute your Contract electronically or require that you physically sign it.

Your Contract may be executed in any number of counterparts. A counterpart may be in an electronic form. Together, all counterparts constitute one instrument. If your Contract is executed in counterparts, it takes effect when we receive all counterparts executed by each of you.

## **Part E - New Offset Account Terms and Conditions**

## Offset Account

Terms and Conditions
16 October 2025

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#### Offset Account Terms and Conditions

Some words in this document have a specific meaning – see 'Understanding these Terms and Conditions' at the end of this document.

#### 1. These terms and conditions

These Terms and Conditions apply to each Offset Account you have with us.

You accept these Terms and Conditions and agree to be bound by them when you open an Offset Account. If we agree to provide you with a Payment Facility to access your Offset Account our Payment Facilities Terms and Conditions also apply in addition to these Terms and Conditions in relation to your use of the Payment Facility.

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

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

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

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

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

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

Copies of each of the terms and conditions documents described above are available on request by contacting us or in the Support Centre.

#### **Important!**

We may make changes to these Terms and Conditions from time to time without your consent. See 'Changes we may make without your consent' below for more information.

If you need to contact us, please see the 'How you can contact us' section in these Terms and Conditions.

#### 2. Banking Code of Practice

The relevant provisions of the Banking Code of Practice apply to your Offset Account. The Banking Code of Practice is available by contacting us, through the Support Centre or can be accessed on the Bendigo and Adelaide Bank website at www.bendigoadelaide.com.au.

## 3. Payment Facilities

The following Payment Facilities are available for use with an Offset Account:

- Debit Card (including through Digital Wallets);
- e-banking;
- Internal Transfers;
- Pay Anyone (including Osko and Fast Payments);
- Telegraphic Transfers;

- PayID;
- BPAY®; and
- Automatic Payments (including Periodical Payments, Sweep Facilities and Direct Debits).

We may issue a Payment Facility for your Offset Account to you or a third party who is authorised to access your Offset Account (see 'Third party access to your Offset Account and operating instructions' section) for the purpose of accessing and making payments in relation to your Offset Account.

You must ensure that you and any third party who we issue a Payment Facility to in relation to your Offset Account complies with our Payment Facilities Terms and Conditions in relation to the Payment Facilities we make available for your Offset Account.

You authorise us to credit or debit (as the case may be) your Offset Account with all transactions performed using a Payment Facility that we make available for use with your Offset Account and agree that you will be responsible and liable for these transactions in accordance with our Payment Facilities Terms and Conditions and, where it applies, the ePayments Code published and maintained by the Australian Securities and Investments Commission (as amended from time to time).

We may change the Payment Facilities that are available for your Offset Account from time to time. See 'Notice of changes' clause for information about notice we will give you of changes.

#### 4. Financial Claims Scheme

The Financial Claims Scheme guarantees deposits deposited with authorised deposit-taking institutions (ADIs) in Australia and allows quick access to deposits if the ADI becomes insolvent.

You may be entitled to a payment under the Financial Claims Scheme in the event we become insolvent. Payments under the Financial Claims Scheme are subject to a limit for each depositor and eligibility criteria. Information about the Financial Claims Scheme can be obtained from www.fcs.gov.au.

#### 5. Key Features Table

The following table sets out the main features that apply to your Offset Account.

Key Features		
Account Type	Transaction Account	
Minimum balance to open	\$0	
Minimum balance to maintain	\$0	
Interest earning	No	
Interest calculated	No applicable	
Interest credited	No applicable	
Deposits permitted	At any time	
Withdrawals permitted	At any time	
Offset facility	Yes	
Statement options	eStatements	
Eligibility criteria	Must hold an Eligible Home Loan	

#### 6. Opening an Offset Account

#### 6.1 How to open an Offset Account

You can request that we open an Offset Account for you in connection with an Eligible Home Loan by asking us to do so and completing and providing any application form or providing us with any information that we request you provide us. If you have an existing Eligible Home Loan that allows for an Offset Account to be linked to it, you can also request that we open a new Offset Account and link it to the Eligible Home Loan.

Subject to the requirements of any law, acting reasonably, we may refuse to open or provide you with an Offset Account in our discretion.

#### 6.2 Eligibility

You may only use your Offset Account for personal, household or domestic purposes. You may not use your Offset Account for business purposes.

Any further eligibility criteria to open and hold an Offset Account is set out in the Key Features Table.

If you use your Offset Account for a purpose that is not permitted or you cease to satisfy any ongoing eligibility criteria for your Offset Account (such as by not continuing to have an Eligible Home Loan account linked to the Offset Account), you agree that we may exercise our right to close your Offset Account (see 'Closing your Offset Account' below).

#### 6.3 Identity verification

We are required by law to verify your identity before opening an Offset Account for you.

So that we can verify your identity we may ask you to provide us with information or documents such as your name, residential address, date of birth and identification documentation that is acceptable to us.

If you don't provide us with the correct and complete identification information or documents that we request, we will not be able to provide you with an Offset Account.

We may require that original identification documents be provided to us or we may choose to accept copies that have been certified by a solicitor, Justice of the Peace or other certifier acceptable to us.

Special processes may apply to help verify the identity of persons with Aboriginal or Torres Strait Islander heritage. Please tell us if this applies to you.

You agree that as part of our verification of your identity we may seek and collect information about you from independent sources and third-party service providers.

#### 6.4 Tax File Number

You are not required to provide your Tax File Number (TFN) or TFN exemption details to us in relation to your Offset Account. However, if you do not provide your TFN or TFN exemption details to us (or if you do not have a TFN and do not qualify for any TFN exemption) we may be required by law to deduct withholding tax from any interest payable by us in relation to your Offset Account.

If your Offset Account is a Joint Offset Account we may be required to deduct withholding tax from any interest payable by us in relation to your Offset Account if any account holder has not provided their TFN or applicable TFN exemption details.

You agree that we may deduct withholding tax from any interest payable by us in relation to your Offset Account as required by law and remit it to the Australian Taxation Office.

We will keep your TFN confidential in accordance with applicable privacy laws.

#### **6.5 Offset Accounts for Trusts**

If you open an Offset Account in your capacity as trustee of a trust, we may at any time request that you provide us with information or documents about the trust, the purpose of the trust, the beneficiaries of the trust, the reason for opening the Offset Account or the purposes for which the Offset Account will be or is being used.

If we request such information or documents, you must promptly provide them to us and we may decide not to open the Offset Account (if it has not yet been opened) or to suspend or restrict the Offset Account (if the Offset Account is already open) until we are provided with the requested information or documents.

If you open an Offset Account in your capacity as trustee of a trust:

- we are not taken to be aware of the terms of the trust, including the validity of the trust;
- we are not required to verify that any transactions you carry out on the Offset Account are authorised by the trust or for the benefit of the beneficiaries of the trust; and
- you indemnify us against any claim made against us in relation to, or arising out of, the trust, both personally and in your capacity as trustee.

#### 7. Accessing and using your Offset Account

#### 7.1 Deposits

You can make a deposit into your Offset Account in any way that we accept deposits, including:

- by electronic funds transfer to your Offset Account (including by telegraphic transfer to your Offset Account); and
- by using a Payment Facility we have made available to use in relation to your Offset Account that facilitates deposits being made to your Offset Account (see our Payment Facilities Terms and Conditions for details about which Payment Facilities allow you to make deposits).

Some deposit methods may not be accessible outside of Australia.

Funds deposited into your Offset Account may not be immediately available for withdrawal:

- The proceeds of a domestic cheque deposited into your Offset Account may take up to 5 business days after the deposit is made for funds to clear;
- The proceeds of an international or foreign currency cheque deposited into your Offset Account may take up to 60 days after the deposit is made for funds to clear;
- The proceeds on an electronic funds transfer to your Offset Account may not be available until the end of the business day on which we actually receive and process the amount transferred; and
- Funds deposited using some types of Payment Facilities may not be available until the End of Day on any business day after the deposit is made (see our Payment Facilities Terms and Conditions for more information).

We may refuse to accept a cheque for deposit into your Offset Account if it is not made payable to you, even if the cheque has been indorsed in your favour.

If for any reason we allow you to withdraw an amount deposited into your Offset Account and we subsequently do not receive value for the deposit or it is reversed (for example, if a cheque is subsequently dishonoured or a funds transfer to your account is reversed), we may reverse the credit to your Offset Account and you will be liable to us for the amount withdrawn (see 'Overdrawing your Offset Account' below if your Offset Account becomes overdrawn as a result of these circumstances).

#### 7.2 Withdrawals

Subject to these Terms and Conditions, you can make a withdrawal from your Offset Account at any time in any way that we facilitate withdrawals, including by:

- using a Payment Facility we make available for use with your Offset Account to make a payment or transfer or withdraw funds; or
- in any other way we permit you to make a withdrawal.

Before we accept a withdrawal request, we may require that you provide us with satisfactory evidence of your identity and we may delay processing the withdrawal until you do.

We may also place other reasonable restrictions or conditions on certain types of withdrawals from time to time, including:

- limits on the amount of cash withdrawals;
- limits on the amounts that may be withdrawn using particular Payment Facilities; and
- limits on the amounts that may be withdrawn outside of Australia.

Our obligation to facilitate a withdrawal from your Offset Account is subject to the other Terms and Conditions in this document (for example, see 'Transaction processing, confirmations, adjustments, reversals, rejections and delays' below for circumstances in which we may refuse to allow or delay a withdrawal).

#### 7.3 Bank Cheques

A bank cheque is a cheque we draw on us.

If you make a withdrawal by requesting a bank cheque you will need to provide us with the details of the payee to

whom you want the cheque made payable and the amount you want to withdraw. You are responsible for ensuring the details you give us are correct.

If a bank cheque we give you is lost, destroyed or stolen you should notify us immediately. If the bank cheque has not been presented, we may be able to cancel it and provide a replacement bank cheque.

See our Schedule of Offset Account Fees and Charges for fees that apply for issuing bank cheques and replacement bank cheques.

#### 7.4 Foreign currency deposits and withdrawals

All transactions that occur on your Offset Account will be debited or credited in Australian dollars.

If a transaction for your Offset Account is not in Australian dollars we will convert the amount of the transaction to Australian dollars at our published foreign exchange rate at the time we process the transaction (unless otherwise provided in our Payment Facilities Terms and Conditions).

Funds we are to credit to your Offset Account as a result of a deposit in a foreign currency (including as a result of a foreign currency cheque or a telegraphic transfer) will be converted at our published foreign exchange rate that applies at the time we receive value for the transaction and process it.

Our foreign exchange rates change from time to time and are available through the Support Centre.

We may accept or decline a cash deposit in a foreign currency in our discretion or impose reasonable conditions such as setting a limit on the amount that may be deposited. If we accept your foreign currency deposit it will be credited to your Offset Account in Australian dollars as set out above.

See our Schedule of Offset Account Fees, Charges and Interest Rates for fees that apply to foreign currency cash deposits.

#### 7.5 Third party access to your Offset Account and operating instructions

At your request, we may allow you to authorise one or more additional people to access and operate your Offset Account as an Authorised Signatory, Authorised User or Additional Cardholder where available as stated in the table below.

Third party role	They will be able to	Available
Authorised Signatory	Access and update information, perform transactions (including withdrawals), give us instructions and request that we issue Payment Facilities (including to themselves) in relation to your Offset Account in the same way you can, except that:	Yes
	e-banking is not available for Authorised Signatories; and	
	<ul> <li>an Authorised Signatory cannot appoint or remove other people as Authorised Signatories, Authorised Users and Additional Cardholders in relation to your Offset Account.</li> </ul>	
Authorised User	View certain information through e-banking (you can choose to give the person access to one or both). However, an Authorised User cannot perform transactions in e-banking.	No
Additional Cardholder	Access information about your Offset Account and perform transactions on your Offset Account using a debit card we issue to the Additional Cardholder (on the terms and conditions set out in our Payment Facilities Terms and Conditions).	Yes

We may agree to or decline your request at our discretion. If we agree to your request, we may impose conditions or restrictions on what the Authorised Signatory, Authorised User or Additional Cardholder can do.

If we accept your request, unless we notify you otherwise, the person will be able to access and operate your Offset Account as set out in the table above.

If you authorise more than one Authorised Signatory in relation to your Offset Account you must specify how

many Authorised Signatories will need to authorise a transaction on, or provide instructions to us for, your Offset Account. These instructions are called the operating instructions for your Offset Account.

If you have authorised a person as an Authorised Signatory, Authorised User or Additional Cardholder on your Offset Account:

- these Terms and Conditions apply to the person in the same way that they apply to you and you must ensure that the person complies with your obligations under these Terms and Conditions; and
- you consent to us giving the person information about you and your Offset Account.

You agree that we are entitled to act on any instructions given by an Authorised Signatory, in accordance with your operating instructions, or an Additional Cardholder in the same way as if the instructions had been given by you.

You can remove an Authorised Signatory or Additional Cardholder from your Offset Account, change the operating instructions for Authorised Signatories on your Offset Account or instruct us to cancel any Payment Facility we have made available for an Authorised Signatory, Authorised User or Additional Cardholder to use in relation to your Offset Account at any time by contacting us.

We may choose to reject an instruction given to us by an Authorised Signatory or Additional Cardholder (including a transaction conducted by them) or remove a person as an Authorised Signatory, Authorised User or Additional Cardholder from your Offset Account at any time including if:

- we reasonably suspect the authorisation given by you to appoint the person was not valid;
- the person has breached any of these Terms and Conditions;
- the person does not provide us with information that we reasonably ask the person to provide to us;
- we receive notice of the person's mental incapacity, bankruptcy, or death;
- we become aware of a dispute which in our opinion has a bearing on the Offset Account;
- we reasonably believe doing so is necessary to prevent you or us suffering loss;
- we reasonably believe doing so is necessary to prevent financial or physical abuse; or
- we become aware of domestic or family violence or abuse which in our opinion has a bearing on the Offset Account.

When you or we remove a person as an Authorised Signatory, Authorised User or Additional Cardholder from your Offset Account, we will cancel all Payment Facilities issued to the person to access or operate on your Offset Account. However, you will remain liable for all transactions, including all fees and charges incurred, by the person and the person's use of any Payment Facility up to the time the cancellation becomes effective and the Payment Facility can no longer be used unless we knew, or should have reasonably known, the authorisation given by you to appoint the person was not valid.

#### 7.6 Overdrawing your Offset Account

You must ensure that your Offset Account does not become overdrawn.

Your Offset Account will be considered overdrawn while the balance of your Offset Account is less than nil (\$0.00) and the overdrawn amount is the debit balance of your Offset Account.

If your Offset Account is overdrawn (including as a result of us debiting a fee or charge or other amount we are permitted to debit to your Offset Account):

- you will be in breach of these Terms and Conditions;
- the overdrawn amount is a debt due and payable by you to us;
- you must immediately pay us the overdrawn amount;
- we may suspend or restrict your Offset Account and any Payment Facility we have provided in relation to your Offset Account until the overdrawn amount is paid;
- we may charge you an overdrawn account fee as set out in our Schedule of Offset Account Fees, Charges and Interest Rates; and
- interest may accrue on the overdrawn amount.

Interest will accrue on the overdrawn amount at the Overlimit Rate as set out in our Schedule of Offset Account Fees, Charges and Interest Rates.

Interest on overdrawn amounts is calculated daily on the overdrawn balance at the end of each day and may be debited to your Offset Account monthly or quarterly in our discretion.

If your Offset Account is overdrawn and you fail to pay the overdrawn amount to us within 31 days of us requesting in writing that you do so, we may sue you for the amount owing and, if we do so, you must pay us the enforcement expenses we reasonably incur in doing so (including our reasonably incurred legal costs).

If your Offset Account is overdrawn and remains overdrawn for more than 60 days after the end of any period we allow for you to repay the overdrawn amount, we may report your default to a credit reporting agency.

If you are receiving Centrelink income support payments or Veterans' Affairs payments we will act in accordance with our obligations under the Code of Operation: Recovery of Debts from Department of Human Servies Income Support Payments or Department of Veterans' Affairs Payments when exercising our rights in relation to an overdrawn account.

#### 7.7 Linking your Offset Account to an Eligible Home Loan

Your Offset Account must be linked to an Eligible Home Loan account. Not all home loans are Eligible Home Loans and some Eligible Home Loans have a limit on the number of Offset Accounts that can be linked at the same time (see your Eligible Home Loan contract or contact us to find out which Eligible Home Loans you may link your Offset Account to and any limits that apply).

Your Offset Account may only be linked to an Eligible Home Loan if:

- it is not linked to any other Eligible Home Loan (your Offset Account can only be linked to one Eligible Home Loan at a time); and
- all account holders for your Offset Account are borrowers in respect of the relevant Eligible Home Loan and we have allocated the same customer number to both the Offset Account and Eligible Home Loan account.

If you have more than one Eligible Home Loan you may change the Eligible Home Loan that your Offset Account is linked to by contacting us.

Acting reasonably and subject to the Banking Code of Practice, we may combine the balance of your Offset Account and your linked Eligible Home Loan at any time. We do not need to notify you before we do so but we will notify you promptly after we do so if we don't tell you in advance.

#### 8. Confirmation of Payee service

## 8.1 Sharing your account details through the Confirmation of Payee service

We'll ensure your account details, including your name, are accurately recorded by us (based on the information you have provided to us and any verification we have undertaken) for the use of the Confirmation of Payee service.

You must promptly notify us of any changes to your name and provide us with any evidence of your name change that we reasonably request.

You authorise and consent to:

- us using and disclosing your account details (including your name) with the Confirmation of Payee service;
- us and other financial institutions who process payments to or from your account using the related transaction details (including any name included with a payment instruction) with the Confirmation of Payee service;
- payers' financial institutions using and disclosing your account details (including your name) for the purposes of the Confirmation of Payee service and prior to making payments to you; and
- your account details (including your name) and transaction details being disclosed, stored and used in connection with the Confirmation of Payee service in accordance with the industry rules, regulations and procedures that apply to the Confirmation of Payee service.

#### 8.2 Opt-out requests

You may request that we withhold from sharing your account details with the Confirmation of Payee service for an account if there are special circumstances and it is reasonably necessary to withhold your account details to protect your safety or security (an opt-out request). We will only agree to an opt-out request if we agree that special circumstances exist and it is reasonably necessary to protect your safety or security.

If we agree to an opt-out request:

- payers may not be able to confirm your account details through the Confirmation of Payee service when making payments to your account;
- we may still disclose your account details (including your name) to other financial institutions through the Confirmation of Payee service to facilitate their fraud checking processes (but they will not share your details with payers);
- we may still disclose your account details (including your name) through the Confirmation of Payee service for them to be shared with some government agencies to confirm your identity in relation to payments they are making to you;
- financial institutions who process payments to or from your account may still use the related transaction details (including any name included with a payment instruction) with the Confirmation of Payee service; and
- you can request to opt your account back in to sharing your account details with the Confirmation of Payee service at any time.

## 9. Fees and charges

#### 9.1 Our fees and charges

You must pay us the fees and charges set out in our Schedule of Offset Account Fees, Charges and Interest Rates.

We may debit the applicable fees and charges to your Offset Account whenever they become payable.

#### 9.2 Government charges and duties

You must also pay us any government charges or duties payable on receipts or withdrawals in connection with your Offset Account.

We may debit applicable government charges and duties to your Offset Account whenever they become payable.

#### 10. Specific types of accounts and features

## **10.1 Joint Offset Accounts**

This clause applies if your Offset Account is a Joint Offset Account.

Your liability under these Terms and Conditions in relation to the Joint Offset Account is both joint and several. This means that each of you is liable both on your own and together with the other account holders for the whole of any debit balance on the Joint Offset Account, any amounts payable to us in respect of the Joint Offset Account, and performance of all obligations under these Terms and Conditions in relation to the Joint Offset Account. You should carefully consider who you open a Joint Offset Account with.

The account holders of a Joint Offset Account must agree that the Joint Offset Account is to be operated on an 'Any to sign' basis which means that any of you (and any person you appoint as an Authorised Signatory) will be able to authorise a payment independently of the rest of you.

At any time, any account holder of a Joint Offset Account may request, by contacting us, that we remove the operating instructions on the Joint Offset Account so that Payment Facilities are restricted on the Joint Offset Account. If we receive such a request in relation to a Joint Offset Account, we will action it as soon as reasonably practicable.

We may also remove the operating instructions that apply to a Joint Offset Account so that Payment Facilities are restricted on the Offset Account if:

- we are notified of or otherwise become aware of any dispute between the joint account holders affecting the Offset Account;
- we are notified or otherwise become aware of the bankruptcy of a joint account holder; or
- we consider it to be necessary to prevent financial harm or abuse.

You agree that each joint account holder acts as agent for the other(s) in relation to a Joint Offset Account and any notice or statement we give any joint account holder is taken to be a notice or statement given to all joint account holders, except where we are legally obliged to do otherwise.

You also agree that each joint account holder may have access to information about the Joint Offset Account without the consent of any other joint account holder(s).

Each Joint Offset Account is held jointly by the joint account holders. In the event of the death of a joint account holder, the Joint Offset Account will be treated as the Offset Account of the surviving account holder(s) only.

#### 11. Transaction processing, confirmations, adjustments, reversals, rejections and delays

We may assign any date we reasonably consider appropriate to a debit or credit to your Offset Account. However, in the case of a debit, we will not assign a date before the date on which the transaction actually occurred.

You agree that where we are required to provide you with a confirmation of a transaction relating to your Offset Account it may be provided to you in e-banking.

We may adjust a debit or credit to your Offset Account to accurately reflect your and our legal obligations. This includes where an amount is debited or credited by error or where a payment you make is subsequently reversed or dishonoured.

We may also reverse a credit to your Offset Account that is related to an electronic funds transfer if we do not actually receive the funds from the sender or we are required to return the funds to the sender under any applicable law, industry code of conduct, voluntary code of conduct we subscribe to, or under the rules, regulations or procedures that apply to the payment system the electronic funds transfer was received through. Unless we are required to do so under an applicable law, industry code of conduct, voluntary code of conduct we subscribe to, or the rules, regulations or procedures that apply to the relevant payment system, we are not required to notify you before we do so. However, if we do not notify you before we do so, we will tell you we have done so after we have.

If we adjust a debit or credit to your Offset Account we may also make consequential adjustments to your linked Eligible Home Loan, including with respect to accrued interest, and fees and charges debited to your Offset Account.

If we determine, acting reasonably, that a payment or credit to an Offset Account was an error, made by mistake (for example, where the sender entered or selected the account details by mistake) or was made in connection with fraud or a scam (including where the funds are the proceeds of fraud or a scam payment) we may return the amount to the sender or the person to whom we reasonably believe is legally entitled to the funds and debit the Offset Account. If we do, your and our rights and obligations will be the same as if the payment or credit was never made and we may make adjustments to the Offset Account to reflect this. If the payment is a mistaken internet payment we will act consistently with any other parts of these terms and conditions that deal with mistaken internet payments and the ePayments Code (where it applies).

We may reject a transaction intended for your Offset Account, delay crediting it to your Offset Account or delay making the funds available to you, where:

- we reasonably believe we are required to do so in order to comply with any applicable laws or under the rules, regulations and procedures that apply to the payment system the transaction was received through;
- you fail to comply with any of your obligations under these Terms and Conditions and such action is reasonably necessary to protect our legitimate interests; or
- we consider it necessary or desirable to do so to enable us to review or investigate the transaction for any fraudulent, illegal or improper activity or for compliance with any applicable sanctions.

We will not be liable to you for any loss or damage you suffer as a result of us rejecting or delaying transactions as set out in this section.

#### 12. Statements and how we will communicate with you

#### 12.1 Statements

We will give you a statement of account for your Offset Account at least once every six months unless we are not required to do so under applicable laws and the Banking Code of Practice.

We will give you statements of account for your Offset Account by making them available for you to access electronically in e-banking unless you have contacted us and requested that we send you printed copies by post or we have otherwise told you we will send you printed copies by post (in which case we will send you printed statements of account by post). You can change your statement delivery method by contacting us.

You may request a copy of a statement of account at any time by contacting us. We may charge a fee for sending you a copy of a statement of account by post (see our Schedule of Offset Account Fees, Charges and Interest Rates for fees that apply).

Each statement of account will set out:

- the opening balance of your Offset Account at the beginning of the relevant statement period;
- each amount credited and debited to your Offset Account during the relevant statement period; and
- the closing balance of your Offset Account at the end of the relevant statement period.

You can ask us to send statements of account more frequently. A fee may apply if we agree to do so (see our Schedule of Offset Account Fees, Charges and Interest Rates for fees that apply).

You should check each entry on your statements of account and promptly report any possible error or unauthorised transaction to us.

#### 12.2 How we will communicate with you

You agree that we may give you written statements, notices, other documents and notifications relating to your Offset Account (all, 'communications'):

- by sending the communication to you by email to the email address you last told us is your email address;
- by making the communication available for you to view in e-banking;
- by sending the communication to you by SMS message to the mobile number you last told us is your mobile telephone number;
- by sending the communication to you by prepaid post to the residential or postal address you last told us is your residential or postal address;
- by including the communication in or with another communication we give you (such as a statement of account); or
- where the communication does not include your personal information:
  - by publishing it in a nationally published newspaper; or
  - by publishing it on a website and notifying you that it has been published and where it has been published by one of the other methods described in this clause.

#### You must:

- ensure the email address, mobile telephone number, residential address and postal address we have recorded for you in our system are all current at all times and immediately advise us of any changes to these contact details; and
- regularly check your email and SMS inboxes and e-banking to view the communications we give you.

If you do not ensure the contact details we have for you are current, you may not receive communications that we send to you. We are not required to contact you or send a communication to you in a different way if your contact details are no longer current.

#### 13. How you can contact us

You can contact us by using our contact details as stated in:

- correspondence we have sent to you; or
- the Support Centre.

You can also contact us directly through e-banking.

#### 14. Changes

#### 14.1 Changes we may make without your consent

Acting reasonably, we may change these Terms and Conditions at any time. If any law regulates that change, we will only make the change to the extent permitted by, and subject to, the requirements of that law.

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

- 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.

If you are unhappy with changes we make, please contact us to discuss them. You also have the right to close your Offset Account (see the 'You can close your Offset Account' clause below).

#### 14.2 Notice of changes

We will tell you about changes as soon as reasonably possible.

If the following table requires we give you advance notice of a change, we will give you advance notice of the change. However, we may give you a shorter notice period or no notice of a change if:

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

	Type of change	Advance notice required?
a)	Changes to an interest rate including interest rates applicable to overdrawn accounts	No later than the date of the change
b)	Changes to the way interest is calculated	Yes, 30 days.
c)	Changing the frequency at which interest is debited	Yes, 30 days.
d)	A variation of the balance ranges within which interest rate(s) apply	Yes, 30 days.
e)	Increasing a fee or charge or introducing a new fee or charge	Yes, 30 days.
f)	Any other change that we believe is unfavourable to you	Yes, 30 days.
g)	Any other change	No

#### 15. Closing your account

#### 15.1 You can close your Offset Account

You may request that we close your Offset Account at any time the balance of the Offset Account is nil or in credit by contacting us.

We will only close your Offset Account at your request:

- if we have made a Payment Facility available to you to access your Offset Account, once we are satisfied all transactions performed by you have been finalised (which will typically be up to 14 days after your request for some types of Payment Facilities);
- if you have any unpaid fees or charges, once you have paid us the amount of those fees and charges; and
- if your Offset Account is nil or has a credit balance.

#### 15.2 Our right to close your Offset Account

We may close your Offset Account at any time in accordance with the below table:

	We may close your Offset Account if	Prior notice we will give you
a)	Your Offset Account is opened for a new Eligible Home Loan and your Eligible Home Loan does not settle within 90 days of the date your Offset Account is opened.	If you have performed a transaction – 30 days
		If you have not performed a transaction – nil
b)	You do not transact on your Offset Account within 180 days of opening your Offset Account.	Nil
c)	Your Eligible Home Loan is repaid in full and your Offset Account is not linked to another Eligible Home Loan.	Nil
d)	Your linked Eligible Home Loan ceases to be an Eligible Home Loan and your Offset Account is not linked to another Eligible Home Loan.	Nil
e)	We reasonably consider it necessary to prevent fraud or other losses to you or us.	Nil
f)	We reasonably believe that you have acted fraudulently in connection with your Offset Account.	Nil
g)	We reasonably believe you are using your Offset Account in breach of any law or for an unlawful purpose.	Nil
h)	We are required to do so by law or a court order.	Nil
i)	We otherwise reasonably consider it necessary to protect our legitimate interests.	30 days

If we do not give you advance notice before we close your Offset Account we will tell you as soon as reasonably possible after we do so.

Provided we have acted reasonably, we are not liable for any loss or damage arising from closing your Offset Account.

#### **15.3 Dormant Offset Accounts**

We may determine that your Offset Account has become dormant if you do not perform any transactions on it for 7 years.

If we determine that your Offset Account is dormant, we may give you notice telling you that your Offset Account is dormant and that within 30 days you can:

- make a transaction on your Offset Account to re-activate your Offset Account;
- contact us to request that we re-activate your Offset Account; or
- · close your Offset Account.

If you do not take any action within 30 days of us notifying you that your Offset Account is dormant, we may close your Offset Account without further notice to you.

Where required by law the balance of your Offset Account will be sent to the Commonwealth of Australia as unclaimed money.

#### 15.4 When your Offset Account is closed

When we close your Offset Account, including if we do so at your request:

- we may pay you the credit balance of your Offset Account or combine the credit balance of your Offset
  Account with the outstanding balance of your home loan with us, unless we are required to pay as
  unclaimed money.
- we will cancel all Payment Facilities to the extent they relate to your Offset Account except e-banking which will remain available for at least 180 days after your Offset Account is closed;
- · we will cancel all recurring payments relating to your Offset Account;
- you will remain liable for all transactions and everything that has occurred in relation to your Offset Account up to the time the Offset Account is closed;
- you must not transact on or attempt to transact on your Offset Account;
- you must reimburse us at our request for any loss, cost or expense we suffer as a result of you transacting or attempting to transact on the Offset Account after it has been closed; and
- if you become liable to pay us any amount in respect of the Offset Account, we may re-open the Offset Account and debit the amount to it. If we do so, your obligations under these Terms and Conditions will continue to apply to the Offset Account.

#### 16. Resolving Complaints

We consider Internal Dispute Resolution (IDR) to be an important and necessary first step in the complaint handling process as it gives us an opportunity to hear when we do not meet our customers' expectations and address them genuinely, efficiently and effectively.

You can raise a complaint with us by contacting us.

Alternatively, you may refer your complaint directly to the Australian Financial Complaints Authority (AFCA). You can contact AFCA at:

• GPO Box 3, Melbourne Vic 3001

Telephone: 1800 931 678Email: info@afca.org.au

Web: www.afca.org.au

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

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

GPO Box 5218, Sydney NSW 2001

• Telephone: 1300 363 992

Email: enquiries@oaic.gov.au

Web: www.oaic.gov.au

## 17. Privacy

We are committed to ensuring your privacy is protected.

Our Privacy Policy contains important information about how we manage your personal information including information about:

- the type of personal information we collect and hold;
- the purposes for which we collect, hold, use and disclose personal information;
- disclosure overseas;
- how to make a complaint;
- · our privacy contact details; and
- how to access and correct personal information.

We update our Privacy Policy from time to time. Our current Privacy Policy is published on the Bendigo and Adelaide Bank website www.bendigoadelaide.com.au and is available upon request.

#### 18. General

#### 18.1 Account suspension and restrictions

We may suspend your Offset Account or apply restrictions to your Offset Account if:

- you have breached these Terms and Conditions;
- we reasonably believe you are using your Offset Account in breach of any law or for an unlawful purpose;
- we have received notice of your mental incapacity, bankruptcy, or death;
- we become aware of a dispute which in our opinion has a bearing on the Offset Account;
- we reasonably believe doing so is necessary to prevent us or you suffering loss; or
- where required by law or a court order.

We do not need to give you advance notice before we suspend your Offset Account or apply restrictions to your Offset Account but if we do not give you advance notice we will tell you as soon as reasonably possible after we do so.

If we suspend your Offset Account you will not be able to make any withdrawals or otherwise operate on the Offset Account or perform any transactions using any Payment Facilities. We may also refuse to accept deposits to your Offset Account while it is suspended.

Provided we have acted reasonably, we are not liable for any loss or damage arising from your Offset Account being suspended or us applying restrictions to your Offset Account and you continue to be liable for any amounts payable by you in respect of your Offset Account while it is suspended or restrictions are applied to it.

#### 18.2 Joint and several liability

If there is more than one of you, each of you is liable to us jointly and severally for all amounts owed in respect of your Joint Offset Account.

#### 18.3 Limitation on indemnities

You are not liable to us under any indemnity contained in these Terms and Conditions in relation to any loss, damage, charge, expense, fee or claim suffered or incurred by us as a result of fraud, negligence or willful misconduct of us, our employees or agents or a receiver appointed by us.

## 18.4 Interpretation and severability

These Terms and Conditions must be interpreted as necessary to be valid, enforceable and in compliance with applicable laws. If that is not possible, any part of these Terms and Conditions that is void, unenforceable or in breach of applicable law is excluded from these Terms and Conditions and the remainder of these Terms and Conditions continue in full force and effect.

#### 18.5 How we exercise our rights

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.

We may only exercise our rights under a term in these Terms and Conditions to the extent (if any) reasonably necessary to protect our legitimate interests. This clause applies to a term in these Terms and Conditions, despite any other term, if it:

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

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

Our rights and remedies under these Terms and Conditions are in addition to other rights and remedies provided by law.

We are not liable for any loss caused by us exercising, attempting to exercise, failing to exercise or delaying the exercise of any right or remedy we have in connection with a Payment Facility. However, this will not reduce our liability in respect of any loss, cost, liability or expense caused by the fraud, negligence or wilful misconduct of us or our employees, contractors and agents or any receiver appointed by us.

#### 18.6 Assigning rights

We may assign our rights, powers and discretions and remedies relating to your Offset Account without your consent and without notice to you.

We may disclose any information and documents about you and your Offset Account to any assignee of our rights or any person considering becoming an assignee.

Your rights and obligations relating to your Offset Account are personal to you and cannot be assigned without our written consent.

#### 18.7 Waivers must be in writing

A waiver of any of our rights in relation to your Offset Account does not occur unless we give it to you in writing.

#### 18.8 Account combination and set-off

We may, at any time, combine the balance of two or more accounts you have with us or set-off the balance of one account against another account.

However, we will not do this:

- while we are actively considering your financial situation in respect of a hardship notice you have given us (although we may then require that you keep funds in an account until we have decided whether to agree to your request);
- while you are complying with an arrangement you have made with us after we have considered your hardship notice; or
- if you are in receipt of Centrelink benefits, if doing so breaches the Code of Operation: Recovery of Debts from Department of Human Services Income Support Payments or Department of Veterans' Affairs Payments.

#### 18.9 Applicable law

If you reside in Australia, your Offset Account is subject to the laws of the State or Territory of Australia in which you reside at the time your Offset Account is opened.

Otherwise, your Offset Account is subject to the laws of the Australian State or Territory in which our registered office is located at the time your Offset Account is opened.

#### 18.10 Compliance with Anti-money laundering and counter-terrorism financing and other laws

You must not use your Offset Account for any purpose which infringes any applicable laws.

If we believe doing so is necessary in order to comply with our legal obligations, we may:

- require you to provide us with or otherwise obtain any additional documents or information relating to a transaction or use of your Offset Account;
- · suspend, block or delay transactions on your Offset Account, or refuse to provide services to you; and
- report any, or any proposed, transaction or activity to any body we are legally required to report transactions to.

You must comply with reasonable directions we give you which are necessary for us to comply with our legal obligations in relation to your Offset Account.

## 19. Understanding these Terms and Conditions

#### **19.1 Definitions**

In these Terms and Conditions, the following definitions apply, unless the context requires otherwise:

Defined term	Meaning
Additional Cardholder	A third party you have authorised as an Additional Cardholder to your Offset Account (see the 'Third party access to your Offset Account and operating instructions' section above).
Authorised Signatory	A third party you have authorised as an Authorised Signatory to your Offset Account (see the 'Third party access to your Offset Account and operating instructions' section above).
Authorised User	A third party you have authorised as an Authorised User for your Account (see the 'Third party access to your Offset Account and operating instructions' section above).
Confirmation of Payee service	The banking industry initiative that enables payers making payments using a BSB and account number to confirm the account name associated with the account.
e-banking	Our internet banking service we make available through the e-banking app.
e-banking app	The e-banking application we advise you from time to time that you can use with your Account and publish and make available for download through the Apple App store or Google Play or any similar application store.
Eligible Home Loan	A home loan you have with us that allows you to link an Offset Account to it.
End of Day	In respect of a day, the time we treat as being the end of that day for the purposes of our end of day processing on your Offset Account being a time not before 8pm in Victoria on that day.
Joint Offset Account	An Offset Account which is opened in the name of two or more persons as the account holders.
Key Features Table	The Key Features Table set out in these Terms and Conditions.
Offset Account	A deposit account with us (to which these Terms and Conditions apply) that is or is able to be linked to an Eligible Home Loan with us as an Offset Account.
Payment Facility	A payment facility described in these Terms and Conditions that we provide in relation to an Offset Account on the terms and conditions set out in our Payment Facilities Terms and Conditions.
Schedule of Offset Account Fees, Charges and Interest Rates	The 'Schedule of Offset Account Fees, Charges and Interest Rates' that follows these Terms and Conditions.
Support Centre	The 'Support Centre' which is accessible through e-banking.
Terms and Conditions	The terms and conditions set out in this document.
we, us, our	Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL 237879.
you, your	Each account holder for an Offset Account. If there is more than one of you, it means all of you together and each of you individually.

## **19.2** Rules for interpreting these Terms and Conditions

In addition to the definitions above, the following rules apply to interpreting these Terms and Conditions, unless the context requires otherwise:

- headings are for convenience only and do not affect the interpretation of these Terms and Conditions;
- words importing the singular include the plural and vice versa;
- words of one gender include any gender;

- reference to legislation or codes includes any amendment to it, any legislation or code substituted for it, and any subordinate legislation made under it;
- reference to a person includes a corporation, joint venture, association, government body, firm and any other entity;
- reference to a party includes that party's personal representatives, successors and permitted assigns;
- reference to a thing (including a right) includes a part of that thing;
- reference to two or more persons means each of them individually and any two or more of them jointly;
- the terms 'includes', 'including', 'e.g.' and 'such as' or any similar expression are not used as, or intended to be interpreted as, terms of limitation;
- if a party comprises two or more persons:
- reference to a party means each of the persons individually and any two or more of them jointly;
  - a promise by that party binds each of them individually and all of them jointly;
  - a right given to that party is given to each of them individually; and
  - a representation, warranty or undertaking by that party is made by each of them individually;
- a provision must not be construed against a party only because that party prepared it;
- a provision must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed from these Terms and Conditions and the remainder of these Terms and Conditions continue with full force and effect;
- reference to a business day is a reference to a day that is not a Saturday, a Sunday or a national public holiday in Australia;
- if a thing is to be done on a day which is not a business day, it must be done on the business day before that day; and
- another grammatical form of a defined expression has a corresponding meaning.

## Schedule of Offset Account Fees, Charges and Interest Rates

This Schedule of Offset Account Fees, Charges and Interest Rates is an important document. It provides you with information about the fees, charges and interest rates applicable to your Offset Account and the associated Payment Facilities referred to in the Payment Facilities Terms and Conditions document. This document should be read in conjunction with the Terms and Conditions (or other disclosure documents) and Payment Facilities Terms and Conditions.

However, we may give you this document on its own (without the other documents listed above).

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

#### 1. Transaction Fees

Unless otherwise stated, the following fees and charges are payable when you request us to provide the service.

Transaction Name	When charged	Amount
Free Transactions		
Bendigo Bank ATM Deposit	When you make a deposit of cash or cheques into a Bendigo Bank ATM. This service is only available at Bendigo Bank ATMs which have a deposit facility.	Free
Bendigo Bank ATM Enquiry	When you make an enquiry at a Bendigo Bank ATM or an ATM that forms part of a Bendigo Bank shared ATM network, using a Debit Card.	Free

Direct Credit (inward)	When you make an arrangement with a third party to transfer funds to an account often by electronic means, e.g. wages, dividends.	Free
Direct Debit	When you make an arrangement with a third party to automatically debit an account, e.g. insurance and health fund premiums, membership and subscription payments.	Free
Non-Bendigo Bank ATM Enquiry <sup>1</sup>	When you make an enquiry at a non-Bendigo Bank ATM using a Mastercard.	Free
Non-Bendigo Bank ATM Withdrawal <sup>1</sup>	When you make a withdrawal at a non-Bendigo Bank ATM using a Mastercard.	Free
Periodical Payment (internal)	When you instruct us in writing to make a regular payment from one account to another.	Free
Retail Purchase	When you make a payment for goods and services with a Debit Mastercard by mail, telephone or internet, or through a manual merchant facility or EFTPOS terminal where "credit" account is selected.	Free
Sweep Facility (internal)	When you instruct us in writing to make a regular payment from your Offset Account to a Mastercard credit card account.	Free
e-banking Transactions		
BPAY® withdrawal	When you instruct us through e-banking to pay a bill via the BPAY scheme.	Free
e-banking Internal Transfer	When you instruct us through e-banking to transfer funds to another eligible Offset Account or Eligible Home Loan Account displayed in e-banking.	Free
e-banking Pay Anyone Transfer, including Osko®	When you instruct us through e-banking to make a payment to another account at any financial institution within Australia using the Pay Anyone Service.	Free
e-banking Transactions		
BPAY® withdrawal	When you instruct us through e-banking to pay a bill via the BPAY scheme.	Free
e-banking Internal Transfer	When you instruct us through e-banking to transfer funds to another eligible Offset Account or Eligible Home Loan Account displayed in e-banking.	Free
e-banking Pay Anyone Transfer, including Osko®	When you instruct us through e-banking to make a payment to another account at any financial institution within Australia using the Pay Anyone Service.	Free
<b>Debit Card Initiated Tra</b>	nsactions	
International ATM Enquiry <sup>1</sup>	Payable whenever you make an Account enquiry outside of Australia at a non-Bendigo Bank ATM.	\$1.50

	Bank@Post Deposit™	When you make a deposit at a Bank@Post terminal in an Australia Post Office using a Debit Card where this facility is available.	\$2.50
	Bank@Post Withdrawal	When you make a withdrawal at a Bank@Post terminal in an Australia Post Office using a Debit Card where this facility is available.	\$2.50
	International ATM Withdrawal <sup>1</sup>	Payable whenever you make a cash withdrawal outside of Australia at a non-Bendigo Bank ATM (in addition to the Cash Advance Fee).	\$5.00
	Replacement Card Fee	Payable whenever we issue you a replacement, reissue or redirection card other than by standard post at your request.	\$15.00
	International Transaction Fee	Payable for each Transaction which is conducted in a currency other than Australian dollars (AUD) or in Australian dollars (AUD) but with or using a merchant, payment processor, financial institution or other entity (including an online merchant) who is outside of Australia.	
	Note: It may not always be apparent to you that an online merchant is located outside of Australia.	3% of the Transaction amount in AUD	
	Bank@Post Balance Enquiry	When you make a balance enquiry at a Bank@ Post terminal in an Australia Post Office using a Debit Card where this facility is available.	Free
	Bendigo Bank ATM Withdrawal	When you make a withdrawal at a Bendigo Bank ATM or an ATM that forms part of a Bendigo Bank shared ATM network, using your Debit Card.	Free
	EFTPOS Withdrawal	When you make a payment for goods and services by selecting savings or cheque, or request cash from an EFTPOS terminal in Australia or overseas using a PIN in conjunction with a Debit Card.	Free
	Staff Assisted Services		
	Cash Withdrawal (in branch)	When you make a cash withdrawal from your Offset Account 'over-the-counter' at a Bendigo Bank branch.	\$2.50
		Cheques on an Offset Account that are cashed 'over-the-counter' at a Bendigo Bank branch will attract this fee.	
	Agency Withdrawal	When you make a cash withdrawal or request to transfer funds from your Offset Account to another Bendigo and Adelaide Bank account at any Bendigo Bank agency.	\$2.50
	EFT Credit Transfer	When we accept funds to be credited to an account at another bank. This fee is payable at time of transaction.	\$4.00

Periodical Payment to Other Financial Institution	When you instruct us in writing to make a regular payment for a fixed amount from your Offset Account to an account at another financial institution. This fee is payable each time payment is made.	\$3.75
Transfer (in branch)	When you make an 'over-the-counter' request at a Bendigo Bank branch to transfer funds from your Offset Account to another Bendigo and Adelaide Bank account (including scheduled in branch transfers where you request one or more future dated transfers as opposed to establishing a periodical payment or sweep facility).	\$2.50

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

## 2. Telegraphic Transfers

Unless otherwise stated, the following fees and charges are payable when you request to provide the service:

Fee	When charged	Amount
Inward Telegraphic Transfer in a Foreign Currency	Acceptance of payments in a foreign currency for swift transfer to your Offset Account.	\$10.00
Inward Telegraphic Transfer in AUD Currency	Acceptance of payment in AUD currency for swift transfer to a Bendigo and Adelaide Bank account.	\$2.00
Note: Transfer of Australian dollars or foreign currency into any Bendigo and Adelaide Bank account may incur a handling or acceptance fee by the accepting bank and / or intermediary bank(s), (the amounts of which are not disclosed to us). These fees may be deducted from the total funds originally remitted.		
Outward Telegraphic Transfers	When you request the transfer of funds to a non-Bendigo and Adelaide Bank account via e-banking or in branch. This includes:  • International Telegraphic Transfers  – funds sent from your Bendigo and Adelaide Bank account to overseas destinations worldwide in AUD or foreign currency.	\$30.00
	<ul> <li>Domestic Telegraphic Transfers – AUD funds sent from your Bendigo and Adelaide Bank account to other financial institutions within Australia</li> </ul>	
	<b>Note:</b> The accepting bank may charge a handling or acceptance fee (the amounts of which are not disclosed to us) which may be deducted from the total of funds upon receipt.	
Amendment to Telegraphic Transfer Instructions <sup>1</sup>	Applies if you request us to change details on a telegraphic transfer after we have remitted the funds. In some instances the request may not be successful as the application of the amendment request is generally at the discretion of the receiving bank.	\$25.00

Telegraphic Transfer Trace Fee <sup>1</sup>	Applies where you request us to investigate the fate of a telegraphic transfer. If the funds have not been delivered to the beneficiary due to our error this fee will be refunded to you.	\$25.00
Telegraphic Transfer Return Request <sup>1</sup>	Applies if you request the return payment of a telegraphic transfer.	\$25.00
Rejected Telegraphic Transfer <sup>1</sup>	Applies where a telegraphic transfer is rejected by another bank. Beneficiary banks or intermediary banks may deduct charges (the amounts of which are not disclosed to us) for any rejected payments. Any returned payments will be converted (if applicable) at the 'BUY' rate prevailing on the day the funds are received by us. This could result in a significant loss to you. If your payment has been returned (rejected), we will try to contact you for instruction for up to five business days. If you do not respond within this time frame, the returned funds will be converted (if applicable) at the 'BUY' rate prevailing on the day of processing with the proceeds then credited back to your account.	Other bank fee applies

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

## 3. General Fees

Unless otherwise stated, the following fees and charges are payable when you request to provide the service.

Fee	When charged	Amount
Audit Request <sup>1</sup>	When you or your representative (for example, your accountant) request us to provide a written statement of your financial accounts with us.	
Bank@Post™ Loan Repayments	When you make a loan repayment at a Bank@ Post terminal in an Australia Post Office using a Debit Card, where this facility is available.	Free
Bill Payment Transaction Trace Fee <sup>1</sup>	When you request us to trace a bill payment you have made through the BPAY scheme	\$20.00
Direct Debit Dishonour Fee	Applies when a direct debit from your account is dishonoured due to insufficient funds.	\$10.00
Direct Entry Trace Fee	Applies to each direct entry transaction where you request a trace to obtain information about the transaction made or received by you.	\$30.00
Pay Anyone Trace Fee (including Osko)	Applies to each Pay Anyone transaction (including Osko payments), where you request a trace to obtain information about the transaction made or received by you.	\$30.00

Periodical Payment Dishonour	If you have established a periodical payment and we cannot make the payment due to insufficient funds in your account, then we will apply this fee after four (4) unsuccessful attempts on consecutive days.	\$5.00
Statement Fee	If you request us to provide you with a copy of a statement we will apply a fee to each statement we re-issue to you.	\$5.00
Sweep Facility Rejection	If you have established a sweep facility payment and we cannot make the payment due to insufficient funds in your nominated account then we will apply this fee after one (1) unsuccessful attempt.	\$5.00

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

#### 4. Government charges

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

#### 5. Interest Rates

The interest rate below applies if your Offset Account is overdrawn.

Product	Interest Rates	Interest Rates	
	Standard overdraft rate	Overlimit rate*	
Offset Account	15.48% p.a.	6.00% p.a.	

<sup>\*</sup> The overlimit rate applies in addition to your overdrawn account rate if you exceed an approved overdraft limit.

## 6. Tips on minimising your transaction fees

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

- By making withdrawal and deposit transactions that are free of transaction fees such as those listed under the "Free Transactions" heading in the 'Transaction Fees' section of this Schedule of Offset Account Fees and Charges.
- By reducing the number of withdrawals you make.
- If using ATMs, withdrawing more cash less often may reduce the number of transactions you make.

Details are available by telephoning us.

As these tips have been prepared without taking into account your objectives, financial situation or needs, before acting on these tips, you should consider how appropriate they are having regard to your objectives

# Payment Facilities

Terms and Conditions
16 October 2025

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## **Payment Facilities Terms and Conditions**

Some words in this document have a specific meaning – see the 'Understanding these Terms and Conditions' clause at the end of this document.

#### 1. These Terms and Conditions

Depending on the type of Account you hold with us, you may be able to gain access to one or more Payment Facilities.

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

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

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

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

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

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

These Terms and Conditions apply to your use of the following Payment Facilities in relation to the following types of Accounts:

## **Payment Facilities:**

- Debit Card (including through Digital Wallets)
- e-banking
- Internal Transfers
- Pay Anyone (including Osko and Fast Payments)
- PayID
- BPAY®
- Automatic Payments (including periodical payments, sweep facilities and direct debits)
- Telegraphic Transfers

#### Accounts:

- Basic Home Loan
- Offset Home Loan
- Offset Account

Not all Payment Facilities are available for each type of Account. To find out which types of Payment Facilities are available for your type of Account, please see the terms and conditions that apply to your Account.

You accept these Terms and Conditions and agree to be bound by them when you request that we make a Payment Facility available to you or you use a Payment Facility for the first time.

The following terms and conditions also apply in addition to these Terms and Conditions:

- the terms and conditions that apply to the Account(s) your Payment Facility relates to; and
- if you add a Debit Card to a Digital Wallet, our Digital Wallet Terms of Use.

Fees and charges that apply to your Payment Facilities are set out in the terms and conditions that apply to the Account(s) your Payment Facility relates to. We may debit applicable fees and charges to your Account whenever they become payable.

Copies of each of the documents described above are available on request by contacting us or in the Support Centre.

# **Important**

We may make changes to these Terms and Conditions from time to time without your consent. See 'Changes we may make without your consent' below for more information.

If you need to contact us, please see the 'How you can contact us' section in these Terms and Conditions.

#### 2. Codes of Practice

## 2.1 Banking Code of Practice

The relevant provisions of the Banking Code of Practice apply to the Payment Facilities to which these Terms and Conditions apply. A copy of the Banking Code of Practice is available by contacting us, through the Support Centre or can be accessed on the Bendigo and Adelaide Bank website at www.bendigoadelaide.com.au.

## 2.2 ePayments Code

We will comply with the terms of the ePayments Code. Nothing in these Terms and Conditions imposes any liability or responsibility on you unless permitted by the ePayments Code.

#### 3. Debit Cards

This 'Debit Cards' section applies in relation to any Debit Cards we issue to you or at your request or allow you to use in connection with your Account.

The types of Debit Cards we offer are:

Debit Card type	Standard Debit Mastercard		
Eligibility	16 years of age or older		
Access	Anywhere Mastercard is accepted, including ATM withdrawals.		
Overseas access	Overseas ATM access available at any ATM bearing the Mastercard, CIRRUS, or MAESTRO symbol.		

Debit Cards are not available on all Accounts. See the terms and conditions for your Account to determine whether a Debit Card may be issued for your Account and, if so, which types of Debit Cards are available.

# 3.1 Issuing you with a Debit Card and PIN

We may decide not to issue you with a Debit Card or link a particular Account to a Debit Card at our discretion, including if you do not meet any applicable eligibility requirements (see above).

When we issue you with a Debit Card we will either issue you with a new PIN or allow you to set your PIN. You may change your PIN at any time within e-banking.

Each Debit Card we issue remains our property at all times and is valid only for the period stated on it. You must return your Debit Card to us on request and must not use your Debit Card after its expiry date (although you will remain liable for any Transactions you perform if you do).

If we issue you with a Debit Card, we may issue you with a replacement Debit Card at any time. The circumstances in which we may do this include:

- when an existing Debit Card has expired or is approaching its expiry date (unless you have requested in writing that we not do so);
- when your details or the Account details have changed; and
- where an existing Debit Card has been damaged, lost or stolen.

We will tell you if your PIN changes when we issue you with a replacement Debit Card.

If we issue you with a replacement Debit Card, you must immediately cease using the Debit Card that it replaces.

If we issue you with a Debit Card or a replacement Debit Card, we will mail it to you at your last known postal address.

It is important that you ensure we have your up-to-date address at all times to ensure that any Debit Card or replacement Debit Card we issue to you is sent to your correct address.

If your Debit Card has a signature panel, you must sign your Debit Card as soon as you receive it.

You must ensure you keep your Debit Card, Debit Card details and PIN secure at all times (see 'Keeping your payment devices secure' below for specific obligations you must comply with).

## 3.2 Using your Debit Card

Subject to these Terms and Conditions, you can use your Debit Card to perform Transactions on your Account including:

- **At merchants:** Withdrawing funds from your Account by paying for goods and services or withdrawing cash by performing a 'cash-out' at a merchant who accepts your type of Debit Card;
- **At Bendigo Bank ATMs:** Using a Bendigo Bank ATM to obtain account balances, make cash or cheque deposits or withdraw cash;
- **At non-Bendigo Bank ATMs:** Using an ATM provided by another financial institution or provider to obtain Account balances or withdraw cash; and
- At Bank@Post™: Withdrawing cash from your Account or depositing cash or cheques into your Account using Australia Post's Bank@Post™ service (where available).

Some of the above types of Transactions may be able to be performed using your Debit Card in a Digital Wallet or by using your Debit Card details (for example, online or over the phone).

Not all merchants or ATMs may accept your type of Debit Card and the functionality available in respect of ATMs may differ depending on the provider of the ATM and the actual ATM used.

Bank@Post<sup>TM</sup> services are subject to any requirements, conditions or restrictions imposed by Australia Post and are not available at all post offices (see the Australia Post website for details about which post offices provide  $Bank@Post^{TM}$  services).

When using your Debit Card or Debit Card details, a PIN or your signature may be required. In some cases a PIN or signature may not be required, such as contactless transactions below a certain amount. These amounts may differ based on the nature of your Transaction or the merchant.

When you use your Debit Card or Debit Card details you authorise us to debit your relevant Account with the amount of the Transaction. If using a Debit Card, selecting SAV/CHQ/CR or using contactless payments will not change the relevant Account from which a payment is debited.

If you setup a recurring payment with a merchant using your Debit Card details (such as a direct debit), you may need to give the merchant your updated Debit Card details if we issue you with a replacement Debit Card. In some cases we may be able to automatically provide your new Debit Card details to a merchant with whom you have a recurring payment set up through the applicable Card Scheme, where arrangements to facilitate this are in place between us, the Card Scheme and the merchant. You agree we may do this where we can but are not obliged to do so and it remains your responsibility to ensure merchants have your correct and current Debit Card details at all times. If you want to cancel a recurring payment you should give the merchant as much notice as possible before the next recurring payment is due.

#### 3.3 Debit Card Transaction limits

See the 'Transaction limits and processing' section of these Terms and Conditions for details of the Cash out limit that applies.

## 3.4 Digital Wallets

If you have a compatible device, you may use your Debit Card by adding it to a Digital Wallet that we support for your type of Debit Card. The Digital Wallets that we support are listed in the Support Centre. Before you add a Debit Card to a Digital Wallet you will need to meet our identification and verification requirements.

In addition to these Terms and Conditions, use of your Debit Card through a Digital Wallet is subject to our Digital Wallet Terms of Use, which are provided when a Debit Card is added to a Digital Wallet that we support and are available upon request.

Your liability for Transactions conducted using a Debit Card through a Digital Wallet is determined in the same way as if the Transactions were conducted using the Debit Card itself.

You must not allow your Debit Card to be added to a Digital Wallet on a device that does not belong to you or a device that will not remain in your possession. If this occurs you will be deemed to have authorised and consented to any Transactions performed using the Debit Card through the Digital Wallet and, subject to the ePayments Code, you will be liable for those Transactions.

You must notify us immediately if you become aware or suspect that another person has added your Debit Card to their Digital Wallet.

We may stop you from adding a Debit Card to a Digital Wallet or suspend your ability to use a Debit Card in a Digital Wallet at any time.

The Digital Wallets we support and allow you to use in relation to a Debit Card may change from time to time – see the Support Centre for current details.

#### 3.5 Foreign Currency Transactions

Foreign Currency Transactions are Transactions which are conducted:

- in a currency other than Australian dollars (AUD); or
- in Australian dollars (AUD) with a merchant (including an online merchant) who is outside of Australia.

Foreign Currency Transactions performed using your Debit Card which are performed in currencies other than Australian dollars (AUD) are converted to Australian dollars (AUD) by the relevant Card Scheme using its relevant exchange rates and conversion process. We will debit the Transaction to your Account in Australian dollars (AUD).

As set out in the terms and conditions that apply to the Account(s) your Payment Facility relates to, an International Transaction Fee is payable in respect of all transactions which are conducted in a currency other than Australian dollars (AUD).

## 4. e-banking

This 'e-banking' section applies in relation to your use of e-banking in relation to your Account.

# 4.1 Obtaining e-banking access

We will issue you with e-banking access for your Account when we open your Account.

You can access e-banking using the e-banking app (see 'e-banking app' below).

# 4.2 e-banking app

To access e-banking you must install the e-banking app on a compatible device and use it to register the device and set a six-digit device App Passcode.

After you have registered your device, we may also give you the ability to use your device's biometric authentication features (if available) to log in or authenticate yourself in the e-banking app in the future. You must only enable use of a biometric authentication feature on your device in the e-banking app (if available) while you are the only person who has registered their biometric information on the device. If any other person's biometric information is registered on your device as part of the biometric authentication feature you will be taken to have authorised

that person to access and operate on your accounts and information through the e-banking app and you will be liable and responsible for their actions.

You must ensure you keep any details required to access e-banking through the e-banking app (including the six-digit App Passcode you set within the e-banking app) and any registered device on which you have installed the e-banking app secure at all times (see 'Security of payment devices' below for specific obligations you must comply with) as it is the means by which we identify you and accept instructions from you through e-banking. Anyone who has your registered device and six-digit App Passcode may be able to access e-banking in relation to your accounts and we may accept their Transaction instructions as yours. You authorise us to act on all instructions given to us through e-banking and accept that, subject to these Terms and Conditions and the ePayments Code, you will be liable for all Transactions relating to such instructions.

We may de-register a device or require that you re-register the device through the e-banking app at any time in our discretion.

#### 4.3 Using e-banking

e-banking allows you to access various information about your Account and to give us various types of instructions and perform certain types of Transactions on your Account. Depending on the Account type and your authority to transact on the Account this may include the following:

- reviewing or obtaining information about the Account balance and Transactions;
- Internal Transfers between the Account and other accounts you have e-banking access to;
- making Pay Anyone payments from the Account;
- making BPAY Payments from the Account;
- setting up a PayID for the Account (where available);
- setting up or amending recurring payments from the Account;
- receiving and accessing information from us about the Account;
- sending and receiving communications to or from us about the Account;
- setting up or amending Account balance notifications in relation to the Account;
- · receiving e-statements for the Account; and
- setting up or customising certain Account features or Transaction restrictions.

If we have issued a Debit Card in relation to your Account, e-banking also gives you the ability to manage certain Debit Card features including the ability for you to:

- add your Debit Card to a Digital Wallet on a compatible device (see 'Digital Wallets' above for more information about using Digital Wallets);
- activate your Debit Card;
- set or change your Debit Card PIN;
- · temporarily block or unblock your Debit Card;
- report your Debit Card as lost or stolen and request a replacement Debit Card; or
- customise certain spending controls and restrictions such as preventing domestic or overseas online Transactions.

Blocking or restricting certain types of Transactions may not be effective in some cases where the equipment used by the merchant is unable to connect and check the current status of your Debit Card. There are limitations to blocking or restricting certain types of Transactions. You will remain liable for Transactions which occur in such circumstances even though you have put the block or restriction in place.

We may change the information that is available to you in e-banking and the types of instructions you may give to us through e-banking from time to time without notice to you, unless we are legally required to give you notice.

It is your responsibility to ensure you have and maintain any equipment required by you to access e-banking and download any required software. We are not responsible for or liable to you for the security or reliability of any device you use to access e-banking.

When accessing e-banking, you must ensure that you are always using the latest version we have published. If you have not updated to the latest version of e-banking, we may restrict your e-banking access until you have downloaded the latest version.

## 4.4 Multi-factor authentication

Multi-factor authentication (or "MFA") is a security measure that requires two or more proofs of identity to verify a user. Asking for additional details to confirm your identity provides greater security, making it harder for unauthorised persons to access your accounts and information.

We may require that you use one or more of the MFA options we make available to you to log in to e-banking, to access or use certain parts of e-banking, to request or authorise certain transactions or changes in e-banking or to register a device on which you have installed the e-banking app, in our discretion. When we do so, we may refuse to provide you with the relevant access or refuse to accept the relevant request or instruction from you unless the MFA is successful.

The MFA options available may change from time to time and may differ depending on how you are accessing e-banking. Some MFA options include use of a one-time passcode which we send to you by SMS to your registered mobile number, email to your registered email address or in some other way, or that you generate using a device or software we have agreed you may use.

You must keep any one-time passcode we send you or that you generate for MFA purposes secret and not disclose it to any person.

You can change the mobile number or email address that is registered with us for MFA by contacting us.

## 4.5 Availability and reliability of e-banking

We will take reasonable steps to ensure that e-banking is available and that the information provided to you through e-banking is current and correct.

However, we do not guarantee that e-banking will always be available and may not provide you with access to e-banking in the event of an unexpected system outage or malfunction, during periods where system maintenance is being performed, or where we believe it is necessary for us to protect the integrity, security, quality, or reliability of the system. We may not give you advance notice if this occurs but will try to provide reasonable notice of an outage or system maintenance where reasonably practicable.

#### 5. Internal Transfers

This 'Internal Transfers' section applies if you have access to e-banking in relation to an Account you are able to make Internal Transfers from.

When instructing us to make an Internal Transfer you must provide us with the information we request including:

- · the Account from which you want the funds debited;
- the Account that you want the funds transferred to;
- the amount you want transferred; and
- a description or reference.

You must ensure that all the information you give us in relation to an Internal Transfer is complete and correct as you will not be able to cancel or reverse an Internal Transfer once we have processed it. You must also ensure there are sufficient funds in the nominated Account to process the Internal Transfer at the time it is to be processed.

Funds transferred by Internal Transfer will be made available immediately.

## 6. Pay Anyone (including Osko and Fast Payments)

This 'Pay Anyone (including Osko and Fast Payments)' section applies in relation to our Pay Anyone service which can be used in e-banking to make payments and transfer funds from an Account to other accounts held with Australian financial institutions if you are able to conduct Transactions on the Account.

You must have e-banking to access and use Pay Anyone.

## 6.1 Pay Anyone daily limit

See the 'Transaction limits and processing' section of these Terms and Conditions for details of the Pay Anyone daily limit and separate Osko and Fast Payments limits that apply.

## **6.2 Making Pay Anyone payments**

Our Pay Anyone service can be used to:

- make one-off payments;
- · schedule future-dated, one-off payments; and
- schedule recurring payments.

When instructing us to make a Pay Anyone payment, you must provide us with the information we request including:

- the Account from which you want the funds debited;
- the BSB and account number or a PayID for the account you want the funds transferred to;
- the amount you want transferred;
- a payment description or reference;
- for future-dated payments, the date on which you want the payment to be made; and
- for recurring payments, when the first payment is to be made, how frequently you want payments to be made and, if relevant, details about when you want the payments to stop.

You must ensure that all the information you give us in relation to a Pay Anyone payment is complete and correct as you will not be able to cancel a Pay Anyone payment once it has been processed. You must also ensure there are sufficient funds in the nominated Account to process the Pay Anyone payment at the time it is to be processed.

We are not required to process a Pay Anyone payment if you do not give us all of the information we require or if any of the information you give us is inaccurate and we are not liable for any loss you suffer as a result of you giving us incomplete or inaccurate instructions.

## 6.3 Payment descriptions

Where we allow you to provide a payment description or reference with a Pay Anyone payment, you must ensure that any description or reference you provide does not contain, refer to or link to:

- any swearing, profanity or offensive, discriminatory, threatening or abusive content;
- · any information that is confidential or must be kept secret;
- sensitive personal information of any person (including information or an opinion about a person's racial or ethnic origin, political opinions or membership of a political association, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record and health information);
- anything which infringes the intellectual property rights of any person; or
- anything which is illegal or seeks to promote illegal activity.

Where we consider it appropriate to do so, we may disclose the information you include in a Pay Anyone payment description or reference to appropriate law enforcement authorities or, in the case of personal information about another person, to the person the personal information relates to.

# 6.4 Confirmation of Payee service

If you make a payment using a BSB and account number, we may use the Confirmation of Payee service to provide you with a view on the likelihood that the account name you have entered matches the account you are paying to.

If we indicate to you that the Confirmation of Payee service result does not match and we allow you the option of proceeding with the payment, you should check the account details with the intended recipient before proceeding with the payment. We may decline to process a payment where the Confirmation of Payee service result does not match and we consider it reasonably necessary to do so to avoid you or us suffering loss or being victim to fraud or a scam.

At all times it remains your responsibility to ensure that the BSB and account number you are using to make a payment are correct irrespective of any Confirmation of Payee service match result we share with you and your liability for payments will not be affected by any Confirmation of Payee match result we share with you.

You must not misuse the Confirmation of Payee service or try to use it in breach of these terms and conditions or for any purpose other than confirming the name for the account you intend on making a payment to.

Without limiting any other right we have under these terms and conditions, we may limit or suspend your ability to make payments or use a payment facility or access method if we reasonably believe you are misusing the Confirmation of Payee service in breach of these terms and conditions.

## 6.5 Processing Pay Anyone payments

When you instruct us to make a Pay Anyone payment you authorise us to act on all instructions given to us (which are authenticated using MFA, where we require it) and to debit your nominated Account for the amount of the Pay Anyone payment. Your Account will be debited immediately (except future-dated payments which will be debited on the date the payment is to be made).

Once you have requested a Pay Anyone payment, the timing of when the funds will be received and made available to the recipient depends on when the Pay Anyone instructions were given to us, who the payment is being made to and the payment system or channel it is processed through.

We process Pay Anyone payments as:

- · Osko Payments;
- · Fast Payments; or
- Direct Entry Payments.

We may choose which option to use to process a Pay Anyone payment from the available options at our discretion. If we send a Pay Anyone payment as an Osko Payment or a Fast Payment, we will tell you at the time we accept the instruction from you.

For Pay Anyone payments sent as Direct Entry Payments, if you instruct us to make a Pay Anyone payment outside of business hours or on a day that is not a business day, we may not process it until the next business day. Funds may take up to two business days to be received by the recipient after we process it.

For Pay Anyone payments sent as Osko Payments or Fast Payments, we usually process your instruction immediately when you give it to us. For Osko Payments, funds are usually received by the recipient in near real time 24/7. For Fast Payments, when the funds are received by the recipient after we have processed the payment will depend on the recipient's financial institution's processes.

#### 6.6 Delays

Delays may occur in processing Pay Anyone payments for various reasons such as where:

- we experience a services disruption which prevents us from processing payments;
- we are required to delay processing a payment in compliance with any applicable laws (including any laws relating to anti-money laundering and sanctions);
- you fail to comply with your obligations under these Terms and Conditions;
- the receiving financial institution at which the payee account is held or the relevant account holder fails to comply with their obligations or is experiencing a services disruption which prevents them from processing payments; or
- we delay processing to investigate and review it to ensure it is not fraudulent, illegal or improper activity, for compliance with any applicable sanctions, or to confirm that it has been properly authorised by you.

We may delay processing for up to 24 hours when you are transferring to a payee account you have not made a Pay Anyone payment to previously or where the amount of the Pay Anyone payment is greater than the amount of Pay Anyone payments you have made to the account previously.

When we are reasonably able to do so, we will tell you if there are any delays in processing Pay Anyone payments and when your Pay Anyone payment is likely to be completed.

Although we will endeavour to process your Pay Anyone payments in a timely manner we shall not be liable to you for any delay.

#### 6.7 Errors

You are responsible for checking your Account transaction records and statements to ensure that Pay Anyone payments have been made correctly.

You should advise us as soon as possible if you become aware that you may have made a mistake when making a Pay Anyone payment.

If you instruct us to make a Pay Anyone payment, and you later discover that:

- the amount you told us to pay was greater than the amount you needed to pay, you must contact the recipient to obtain a refund of the excess. If we processed the Pay Anyone payment as an Osko Payment or a Fast Payment, we may be able to request that the funds, or just the overpaid amount, be returned on your behalf if you ask us to do so. However, the amount will not be returned to you unless the recipient consents to their financial institution returning the funds to us and we receive the returned funds; or
- the amount you told us to pay was less than the amount you needed to pay, you can make another Pay Anyone payment for the difference.

You should notify us immediately if you think that:

- you have made another type of mistake when making a Pay Anyone payment;
- you did not authorise a Pay Anyone payment that has been debited to your Account or if you think a Pay Anyone payment has not been processed in accordance with your instructions;
- you become aware that a Pay Anyone payment made to a PayID from your Account was directed to an incorrect recipient; or
- you were fraudulently induced to make a Pay Anyone payment.

Where we consider it appropriate and we are reasonably able to do so, we may request that the financial institution to whom the funds were transferred returns the funds to us, on your behalf. However, this is not always possible.

Where a Pay Anyone payment is returned to us by another financial institution, we will credit the funds to your Account and make them available to you as soon as practicable.

#### 6.8 Osko

We subscribe to Osko Payments under the BPAY Scheme and offer Osko Payments through our Pay Anyone service. This 'Osko' clause applies if we send a Pay Anyone payment as an Osko Payment.

Osko Payments can only be made when the receiving financial institution also supports Osko Payments.

We will tell you in e-banking:

- if your Pay Anyone payment is to be made as an Osko Payment when we accept your Pay Anyone payment instruction from you; and
- when the Osko Payment has been successfully completed or fails for any reason.

A record of all Osko Payments processed in the last 18 months is available in your Account transaction listings in e-banking and on your Account statements.

In order to provide you with services under Osko, we may need to disclose your personal information (including updates to such personal information) to BPAY and/or its service providers. If we do not disclose your personal information to BPAY or its service providers, we will not be able to provide you with Osko Payment services.

You agree to our disclosing to BPAY, its service providers and such other participants involved in Osko such personal information relating to you as is necessary to facilitate the provision of Osko Payments to you.

We may cease providing Osko Payments to you by notice to you, including if our membership to the BPAY Scheme is suspended, ceases or is cancelled. We will tell you if, for any reason, we are no longer able to offer you Osko Payments.

#### **6.9 Mistaken Internet Payments**

In this clause, a Mistaken Internet Payment means a Pay Anyone payment that you send through our Pay Anyone service that:

- we process as a Direct Entry Payment where funds are paid into the account of an unintended recipient
  because you enter or select a BSB number and/or account number that does not belong to the named
  and/or intended recipient as a result of your error or you being advised of the wrong BSB number and/or
  identifier, where the financial institution at which the account of the unintended recipient is held is also a
  subscriber to the ePayments Code; or
- we process as an Osko Payment or a Fast Payment where funds are paid to the wrong account as a result
  of your error, for example if you use or input incorrect payee details accidentally or because you were
  advised by the payee of the wrong account details or you select an incorrect payee from a list of potential
  payees.

Mistaken Internet Payments do not include BPAY payments.

If you notify us that you have made a Mistaken Internet Payment we will investigate the matter and inform you (in writing) of the outcome within 30 business days from the date you notified us.

#### Notification within 10 business days

If you notify us of a Mistaken Internet Payment within 10 business days of making the payment, and the unintended recipient has sufficient credit funds available in their account, we may be able to recover the funds without the consent of the unintended recipient.

## Notification between 10 business days and 7 months

If you notify us of a Mistaken Internet Payment between 10 business days and 7 months from the date of making the payment, and the unintended recipient has sufficient credit funds available in their account, we may be able to recover the funds. However, the unintended recipient will be given an opportunity to establish that they are entitled to the funds before they are returned to us.

#### **Notification after 7 months**

If you notify us of a Mistaken Internet Payment after 7 months from the date of making the payment and the unintended recipient has sufficient credit funds available in the account we will only be able to recover the funds with the consent of the unintended recipient.

If the other financial institution withdraws funds from the unintended recipient's account and returns them to us, we will credit those funds to your Account as soon as reasonably practicable after we receive the funds.

You will be responsible for any of your losses following a Mistaken Internet Payment and funds will not be returned to you if:

- both we and the other financial institution decide that no Mistaken Internet Payment has occurred;
- if the unintended recipient is given a chance to establish that they are entitled to the funds and they are able to do so; or
- where it is required (as described above), the consent of the unintended recipient is not provided by the unintended recipient.

If you are not satisfied with the outcome of our investigation about a Mistaken Internet Payment you can make a complaint (see the 'Resolving Complaints' section below).

## 7. PayIDs

This 'PayIDs' section applies in relation to any PayID you create, attempt to create or request that we create for an Account.

The PayID Service enables payers to make NPP Payments to payees using an alternative identifier (a PayID) instead of a BSB and account number.

In our discretion, we may allow you to create a PayID for your Account.

## 7.1 PayID definitions

In this 'PayID' section, the following definitions apply:

Defined term	Meaning
Closed	In relation to a PayID, closed means the PayID has been deactivated in the PayID Service and is unable to be used for NPP Payments.
Locked	In relation to a PayID, locked means the PayID has been temporarily disabled in the PayID Service and is unable to be used for NPP Payments.
Misdirected Payment	Misdirected Payment means an NPP Payment erroneously credited to the wrong account because of an error in relation to the recording of the PayID or associated account information in the PayID Service.
NPP	NPP means the New Payments Platform operated by or on behalf of NPP Australia Limited.
NPP Payment	NPP Payment means a payment cleared and settled via the NPP.
PayID	PayID means an identifier created for a financial institution account for addressing NPP Payments.
PayID Name	PayID Name means the name which is associated with a PayID in the PayID Service to identify the account holder of the relevant account when the PayID is used.
PayID Service	PayID Service means the central payment addressing service of the NPP in which PayIDs are created for addressing NPP Payments.
PayID Type	PayID Type means the type of identifier a PayID is (for example, a mobile number or an email address). The available PayID Types may change from time to time.

## 7.2 Creating a PayID

You can create and update a PayID by contacting us. Depending on your circumstances, we may also allow you to create and update a PayID in e-banking.

Creating a PayID is optional. We will not create a PayID for your Account without your consent.

A PayID can only be created for your Account if:

- we are able to verify your identity in a manner that is satisfactory to us;
- you own or are authorised to use the PayID;
- the PayID is not likely to be misleading as to who the account holder is; and
- creating the PayID will not infringe on the intellectual property rights of any person.

We may refuse to allow a PayID to be created for an Account for any reason, including where we are not satisfied that the above requirements have been met.

The PayID Types we allow you to create may differ depending on your circumstances and the Account type. Not all Account types are eligible to have a PayID or certain PayID Types created for them.

By creating or requesting a PayID for your Account:

- you assure us that you own or are authorised to use the PayID;
- you agree to immediately notify us if any of the information you provide to us when creating the PayID changes or becomes incorrect or misleading;
- you acknowledge that the PayID and information relating to you and your Account (including the PayID Name, the BSB and Account number) will be registered in the PayID Service which is operated by NPP Australia Limited (not us); and

## • you consent to:

- us disclosing your personal information and the other information you provide to us to NPP Australia Limited as necessary to create the PayID including recording the PayID, PayID Name and Account details in the PayID Service; and
- third parties, such as NPP Australia Limited and other financial institutions and NPP participants that connect to or use the NPP, collecting, storing, using and disclosing that information for the purposes of constructing NPP payment messages, enabling NPP Payments, disclosing the PayID Name for NPP Payment validation (whether or not a NPP Payment is actually made) and otherwise in accordance with the NPP regulations and procedures.

The PayID Name associated with a PayID in the PayID Service must reasonably and accurately represent the name of the account holder. We will choose the PayID Name that is registered in the PayID Service when a PayID is created and may change the PayID Name associated with a PayID at any time if we think doing so is necessary to ensure it reasonably and accurately represents the name of the account holder or, for joint Accounts, one of the account holders.

You may create more than one PayID for your Account but each PayID must be unique and can only be used in relation to one Australian financial institution account at a time (see below for details on transferring PayIDs from one account to another). For joint Accounts, each account holder and person authorised to operate on the Account can create unique PayIDs for the Account.

## 7.3 Transferring your PayID from or to another account

You can transfer a PayID created for one account with us or another financial institution to another. However, you cannot transfer a PayID while it is locked.

If you want to transfer a PayID you have created for an account with another financial institution to your Account with us, you must first contact the other financial institution to tell them that you want to transfer the PayID and then create the PayID for your Account as set out above. The other financial institution must action your request within one business day unless you agree to another time period.

You can transfer your PayID from one account with us to another Account with us by contacting us and requesting the transfer. We will action your request within one business day unless we agree another time period with you.

You can transfer your PayID from an Account with us to an account with another financial institution by first contacting us and requesting that the status of your PayID be changed to 'transferring', and then creating your PayID with the other financial institution. We will action your request and allow the PayID to be transferred to the other financial institution within one business day unless we agree another time period with you.

Please note: When transferring a PayID from one financial institution to another, if you do not successfully create the PayID with the new financial institution within 14 days of telling the existing financial institution you are transferring the PayID, you may need to start the process again.

Until a transfer of a PayID is completed, NPP Payments made using the PayID will be directed to the account it was previously created for.

## 7.4 Closing, Locking and Unlocking a PayID

You can close your PayID at any time by contacting us.

You must request that we close the PayID or notify us immediately if you no longer own or have authority to use a PayID created for your Account or if you cease to be authorised to use or operate the Account.

We will action a request from you to update or close a PayID within one business day unless we agree upon another time period with you.

We may, if we have reasonable grounds for doing so, lock or close a PayID created for your Account at any time without prior notice to you. Without limitation, this includes where:

- you have requested that we do so;
- we reasonably believe or suspect that you do not own and are not authorised to use the PayID;

- we reasonably believe or suspect that the information you provided to us or the statements you made to us when creating the PayID were or have become incorrect, incomplete or misleading;
- you fail to comply with your obligations under these Terms and Conditions or the terms and conditions that apply to the Account;
- we suspect you created the PayID or are using the PayID in connection with fraudulent or illegal activity;
- we have closed or restricted the linked Account or you cease to be the account holder or authorised to use the Account; or
- we consider the PayID to be inactive because no NPP Payments have been made using the PayID and no updates to the information relating to the PayID are made for more than 12 months.

We will tell you if we lock or close a PayID created for your Account, within one business day of doing so, unless it was done at your request or because we suspected fraud or illegal activity.

If your PayID is locked, you can request that it be unlocked by calling us. However, acting reasonably, we are not obliged to unlock it (for example, if it was locked due to suspected fraud or illegal activity).

If a PayID is closed it must be re-created before it can be used again.

A PayID cannot be transferred or updated while it is locked and no payments can be made or received using a PayID while it is locked or after it has been closed.

## 7.5 Liability for PayIDs

To the maximum extent permitted by law, we are not liable to you for any loss or damage you suffer as a result of:

- a PayID being created for your Account or you using or attempting to use a PayID that has been created for your Account;
- us refusing to create a PayID or any delay in a PayID being created for your Account;
- us locking or closing a PayID that has been created for your Account; or
- any failure or malfunction of the NPP (including the PayID Service) or any of our systems or procedures that use or connect with the NPP.

# 7.6 Duplicate PayIDs and PayID disputes

The PayID Service does not support duplicate PayIDs.

If you try to create a PayID for your Account which is identical to another PayID created in the PayID Service it will be rejected and we will advise you of this. You can contact us to discuss duplicate PayIDs.

If a PayID cannot be created for your Account because it has already been created by someone else, you can contact us and, if we are satisfied you own or are authorised to use the PayID, we can lodge a dispute on your behalf to determine whether the PayID created by the other person should be closed. However, there is no guarantee that the dispute will be resolved in your favour or result in you being able to create the PayID for your Account (for example, if the other person is also authorised to use the PayID). We will promptly notify you of the outcome of the dispute.

#### 8. BPAY

This 'BPAY' section applies to BPAY Payments which may be used in e-banking. See the terms and conditions for your Account to determine whether BPAY Payments are available for your Account.

## **8.1 BPAY Payments**

We are a member of the BPAY scheme and we subscribe to BPAY Payments. BPAY Payments is an electronic payments service available using e-banking.

You can ask us to make payments on your behalf to organisations who are set up to receive BPAY Payments ("Billers").

We are not acting as your agent or the agent of a Biller when we make a BPAY Payment on your behalf.

We will tell you if we are no longer a member of the BPAY Scheme and can no longer offer you access to BPAY Payments.

## 8.2 Making a BPAY Payment

BPAY Payments can be made by you using e-banking.

You must abide by the terms and conditions that apply to your chosen method when making a BPAY Payment.

When you tell us to make a BPAY Payment, you must provide us with the following information so that we can make the BPAY Payment from your Account:

- your Account to which the BPAY Payment is to be debited;
- the BPAY Biller Code of the Biller you want to pay;
- your Customer Reference Number for the Biller; and
- the amount of the BPAY Payment.

We will then debit your Account with the amount of the BPAY Payment.

If you tell us to make a future-dated BPAY Payment you must also provide us with the date on which you want the payment to be made. If you tell us to make a recurring BPAY Payment you must tell us when the first payment is to be made, how frequently you want payments to be made and, if relevant, details about when you want the payments to stop.

For future-dated and recurring BPAY Payments, we will debit your Account with the amount of the BPAY Payment on the day the BPAY Payment is to be made.

You acknowledge that we are not obliged to process a BPAY Payment if you do not give us all of the above information or if any of the information you give us is inaccurate. We will not make a BPAY Payment if there are insufficient cleared funds in the specified Account at the time you have told us to make that payment.

Regardless of when an immediate BPAY Payment is made, the Account to which you want us to debit the BPAY Payment will be debited immediately.

We acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between us and the Biller.

We will treat your instruction to make a BPAY Payment as valid if, when you provide that instruction, you comply with security procedures as set out in these Terms and Conditions.

You should notify us immediately if you become aware that you may have made a mistake when instructing us to make a BPAY Payment, or if you did not authorise a BPAY Payment that has been made from your Account.

#### 8.3 Processing BPAY Payments

Billers who participate in BPAY Payments have agreed that a BPAY Payment you make will be treated as received by the Biller to whom it is directed:

- on the date you make that BPAY Payment, if you tell us to make the BPAY Payment before our BPAY Cut-Off Time on a business day; or
- on the next business day, if you tell us to make a BPAY Payment after our BPAY Cut-Off Time on a business day, or on a non business day.

A delay may occur in processing a BPAY Payment where:

- the day after you tell us to make a BPAY Payment is not a business day;
- you tell us to make a BPAY Payment on a day which is not a business day;
- you tell us to make a BPAY Payment after our BPAY Cut-Off Time on a business day;
- another financial institution participating in BPAY Payments does not comply with any applicable obligations relating to BPAY Payments; or
- a Biller fails to comply with any applicable obligations relating to BPAY Payments.

While we don't expect that delays in processing for any reason set out above will continue for more than one business day, it is possible that delays may continue for a longer period.

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 for an incorrect amount which is less than the correct amount, you can make another BPAY Payment for the difference.

We will not accept an order to stop a BPAY Payment once you have instructed us to make that BPAY Payment except for future-dated payments which can be cancelled before the due payment date.

#### **8.4 BPAY Cut-Off Times**

Our BPAY Cut-Off Time each business day (Monday - Friday excluding public holidays) is 6:30pm (AEST / AEDT).

# 8.5 Suspension of BPAY

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

#### 8.6 Biller no longer able to process a BPAY Payment

If we are notified that your BPAY Payment cannot be processed by a Biller, we will:

- advise you of this;
- credit your 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.

## 8.7 Privacy under the BPAY scheme

If you use BPAY Payments you:

- agree to our disclosing to Billers nominated by you and if necessary the entity operating BPAY Payments (BPAY Pty Ltd) or any other participant in BPAY Payments and any agent appointed by any of them from time to time, including BPAY Group Limited, that provides the electronic systems needed to implement BPAY Payments:
  - 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 Payments;
  - 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 and your information necessary to process; and
  - the fact you do not want or cannot receive electronic statements.

You can request access to your information held by BPAY Pty Ltd or its agent, BPAY Group Limited, by emailing privacy@bpay.com.au or writing to BPAY at PO Box H124, Australia Square NSW 1215, or by referring to the procedures set out in their privacy policy.

The privacy policy of BPAY Pty Ltd and BPAY Group Limited is available on their website at www.bpay.com.au and contains information about how you may complain about a breach of the Privacy Act 1988 (Cth), and the process by which your complaint will be handled.

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.

## 8.8 Liability for mistaken BPAY payments, unauthorised BPAY Payments and fraud

You must notify us immediately if you:

- become aware that you may have made a mistake when instructing us to make a BPAY Payment;
- did not authorise a BPAY Payment from your Account;
- believe a BPAY Payment was not processed in accordance with your instructions (including delays); or
- think you have been fraudulently induced to make a BPAY Payment.

If a BPAY Payment is made from your Account without your knowledge or consent, liability for that unauthorised BPAY Payment will be determined in accordance with this clause. We will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme unless these terms and conditions or an applicable law or industry code provides otherwise.

## **Mistaken BPAY Payments**

If a BPAY Payment is made to a Biller or for an amount which is not in accordance with your instructions and your Account was debited for the amount of that payment, we will credit the amount of that BPAY Payment to your Account. If you were responsible for the mistake resulting in the BPAY Payment and we cannot recover that amount within 20 business days from the date we attempt to recover it, you will be liable for the amount of the BPAY Payment and we may debit it to your Account.

#### **Unauthorised BPAY Payments**

If you tell us that a BPAY Payment made from your Account was unauthorised, you must give us your written consent addressed to the Biller who received that BPAY Payment consenting to us obtaining from the Biller information about your Account with that Biller or the BPAY Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY Payment. 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 the BPAY Payment.

If a BPAY Payment is made in accordance with an instruction we believed was made or authorised by you but wasn't, we will credit your Account with the amount of that unauthorised payment.

However, you will be liable for the amount of the unauthorised payment and we may debit it to your account if:

- we cannot recover that amount within 20 business days of us attempting to do so; and
- the BPAY Payment was made as a result of an instruction which didn't comply with our requirements.

If we are able to recover part of the amount of the BPAY Payment from the person who received it, you must only pay us the amount that we are not able to recover.

## **Fraudulent BPAY Payments**

If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the whole amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY Scheme 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 that is not refunded to you by the person that induced the fraud.

We are not liable for any consequential loss or damage you suffer as a result of using BPAY Payments, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

No refunds will be provided through BPAY Payments where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

If your BPAY Payment has been made using a credit card, there are no chargeback rights available in relation to the BPAY Payment. You must contact the Biller about any goods or services you may have agreed to acquire from the Biller and resolve any dispute directly with the Biller. Even if you have used a credit card to make a payment, you may still have rights under the 'Disputing transactions and refunds and chargebacks' clause or the 'Liability for Transactions' clause below.

## 9. Automatic Payments

This 'Automatic Payments' section applies to any Automatic Payments you set up for your Account. See the terms and conditions for your Account to determine whether Automatic Payments are available for your Account.

You must have sufficient funds available in your Account from which an Automatic Payment will be made, to enable the Automatic Payment to be made.

In relation to any Automatic Payment that falls due on a day other than a business day, we will process the payment on the previous business day. You must have sufficient funds available in your Account from which an Automatic Payment will be made on that day, to enable the Automatic Payment to be made.

We will not process an Automatic Payment if you do not have sufficient funds in your Account.

## 9.1 Periodical payments

A periodical payment facility allows us to make a payment from your Account to another account with us or with another financial institution or to a third party. You will need to request that we set up this facility by contacting us.

To set up a periodical payment you must tell us:

- the Account to which you want to debit the periodical payment;
- account information about the person or business to whom you wish to transfer funds to, including the correct BSB and account number of the account which you wish to transfer funds; and
- the amount of the Transaction.

We will process each periodical payment according to the instructions you give us when you set up the periodical payment facility.

We will attempt to make the periodical payment from your account before 8.00am for three consecutive days. If these attempts are unsuccessful, we will make a final attempt on the fourth day. If this is still unsuccessful we will tell you that no more attempts will be made and you should arrange payment in another way.

#### 9.2 Sweep facility

A sweep facility allows us to make a payment from an Account you hold with us to a credit card you hold with us. You can request that we set up this facility by contacting us.

To set up a sweep facility you must tell us:

- the Account to which you want to debit funds from;
- account information of the credit card which you wish to transfer funds to; and
- the amount of the sweep.

We will process each sweep payment according to the instructions you give us when you set up the sweep facility.

On the payment due date we will only attempt payment once. If the payment is unsuccessful, we will tell you that no more attempts will be made and you should arrange payment in another way. A Sweep Facility Rejection fee may apply.

If you have insufficient funds in your Account on three consecutive payment due dates, the sweep facility authority will be cancelled, and you will be notified in writing.

## 9.3 Direct debits

A direct debit facility allows us to make a payment from an Account you hold with us to a merchant or other organisation who you have entered into a direct debit request service agreement with.

## Setting up a direct debit

A direct debit is set up by the merchant who you are paying. The direct debit request service agreement between you and the merchant will outline the terms and conditions that apply to the direct debit payments.

## Cancelling a direct debit

You can request that we cancel a direct debit arrangement at any time by contacting us. We will promptly process a request to cancel a direct debit. We cannot guarantee your direct debit cancellation request will be actioned within one business day. If you have a direct debit due, we suggest you contact the merchant directly.

#### 9.4 Liability for Automatic Payments

To the extent permitted by law and subject to any other provisions of these Terms and Conditions, we are not liable for any loss or damage you suffer as a result of using an Automatic Payment facility or any delay, omission or failure in respect of any related payment.

Without limitation, this includes if you request that we make a payment to an account held with another financial institution:

- any delay or failure to make a payment which results from a technical failure in the system we use to make a payment from your Account with us to another financial institution; and
- any omission, delay or failure on the part of the other financial institution in processing that payment.

We do not exclude any liability to you for loss or damage to you arising directly from the fraud, negligence or wilful misconduct of us, our employees or agents or a receiver appointed by us.

If we debit or credit your Account under an Automatic Payment arrangement we are not acting as your agent or the agent of another person.

## 10. Telegraphic Transfers

This 'Telegraphic Transfers' section applies if you request that we make a Telegraphic Transfer from your Account on your behalf or if you receive a Telegraphic Transfer to your Account.

## 10.1 Making a Telegraphic Transfer

You can request that we make a Telegraphic Transfer from your Account by contacting us.

To make a Telegraphic Transfer you must provide us with the following information:

- the account from which you authorise us to debit the Telegraphic Transfer and any related fees;
- your full name and residential street address;
- the amount of the Telegraphic Transfer (in Australian dollars or the foreign currency equivalent);
- the currency that the Telegraphic Transfer is to be made in;
- the name and street address of the beneficiary's bank;
- the BSB, routing number or equivalent of the beneficiary's bank;
- · the beneficiary's account number or International Bank Account Number; and
- the beneficiary's full name and residential street address.

You are responsible for ensuring that all information that you provide to us is correct. We may disclose this information to any person who we need to in order to process the requested Telegraphic Transfer and where required to do so by Australian or foreign laws.

We will not process a Telegraphic Transfer if you do not provide us with the information required or if there are insufficient cleared funds available in your Account.

We will use our best endeavours to process a Telegraphic Transfer.

We reserve the right to refuse to make a Telegraphic Transfer at our discretion. We do not have to provide reasons for doing so.

# 10.2 Receiving a Telegraphic Transfer

To receive funds to your Account through a Telegraphic Transfer you will need to provide the remitter with the following details:

- the name of the Account the funds are to be credited to;
- · your residential street address;
- your account number;
- BSB 633000; and
- Swift Code BENDAU3B.

## 10.3 Cut-off times and processing

Telegraphic Transfers may only be processed on business days. Our daily processing cut-off time for Telegraphic Transfers is 3pm AEST/AEDT on each business day. If we accept a request from you to process a Telegraphic Transfer on a day that is not a business day or after the above-mentioned cut-off time on a business day, the Telegraphic Transfer will not be processed until the next business day.

A Telegraphic Transfer will typically be received by the beneficiary within two to seven business days of processing. However, delays in the processing of a Telegraphic Transfer may occur where there is a public or bank holiday during the period in which the Telegraphic Transfer is being processed by us, the recipient's bank, or any other intermediary.

We are not responsible for any delays caused by circumstances beyond our control and we accept no liability for any loss of any kind whatsoever (including any consequential loss and expense) resulting from a delay caused by circumstances beyond our control.

#### 10.4 Foreign currency conversion

We recommend that you make a Telegraphic Transfer in the currency used by the beneficiary's bank. If we cannot process the Telegraphic Transfer in that currency we recommend that United States Dollars (USD) or Australian Dollars (AUD) be used.

Telegraphic Transfers in foreign currencies will be converted from Australian Dollars at our applicable foreign exchange rate on the day of processing by us. Any foreign exchange rate indicated prior to the processing date is indicative only. We are not responsible for fluctuations in foreign exchange rates.

#### 10.5 Recalls and trace requests

You can ask us to recall a Telegraphic Transfer, including if you make a mistake. If you wish to recall a Telegraphic Transfer we recommend you do so as soon as possible after making the Telegraphic Transfer. A recall may need to be converted back to Australian Dollars at the foreign exchange rate that applies at the time the recall is processed. This may result in a significant loss for you.

We will attempt to recall the Telegraphic Transfer for one calendar month. After this time the recall will be deemed unsuccessful.

You can ask us to trace a Telegraphic Transfer to determine if the beneficiary has received the funds. We do not recommend making a trace request until at least 7 days after the day that we processed the Telegraphic Transfer. Response times for trace requests are determined by the beneficiary's bank and any intermediaries and may take up to 30 business days.

## 10.6 Future-dated or recurring Telegraphic Transfers

We will only make one attempt to process a Telegraphic Transfer. If a Telegraphic Transfer is not processed (such as where you have not provided the information needed, or there are insufficient cleared funds in your Account to make the Telegraphic Transfer) you will need to make a new Telegraphic Transfer request.

The foreign exchange rate and the fees and charges for a Telegraphic Transfer will be the foreign exchange rate and the fees and charges that apply on the date we process the Telegraphic Transfer.

#### 10.7 Telegraphic Transfer fees and charges

Fees and charges for Telegraphic Transfers are debited to your nominated Account at the time the Telegraphic Transfer is processed by us.

Fees and charges for recalls and trace requests are debited to your Account at the time the recall or trace request is processed by us.

We may also charge an amendment fee if you request that we amend any details relating to a Telegraphic Transfer provided by you after we have processed the Telegraphic Transfer.

The beneficiary's bank and any other intermediaries may also deduct fees and charges from the proceeds of the Telegraphic Transfer, for amending a Telegraphic Transfer, or for rejecting a Telegraphic Transfer, from the funds we transfer. These fees and charges are not disclosed to us and we are not responsible them. Any fees and charges deducted will reduce the amount of the Telegraphic Transfer that is received by the beneficiary.

## 11. Transaction limits and processing

We may decide, in our discretion, the order in which any Transaction is processed.

In our discretion, we may impose daily or other periodic limits that apply to your use of Payment Facilities in relation to an Account and change the limits from time to time. We will give you notice of changes to the limits

that apply as set out in the 'Changes to Payment Facilities' clause below, and our right to make these changes is subject to the conditions in that clause.

Unless we agree with you or notify you otherwise, the following limits apply:

Limit	Description of how limit applies
Cash out limit	The maximum amount you may withdraw in cash at an ATM or EFTPOS terminal in a day is $$1,000.00 \text{ (AUD)}$ per Debit Card.
Pay Anyone limit	Payments you may make using Pay Anyone have a set daily limit of \$1,000,000.
Osko and Fast Payment limit	Osko Payments, Fast Payments and Direct Entry Payments are included in this limit.  Payments you may make by Osko and Fast Payments have a set daily limit of \$30,000 despite any higher Pay Anyone limit you might have.
	Pay Anyone payments that exceed this limit will be sent as Direct Entry Payments.

We are not required to authorise or process any Transaction which would cause you to breach any of the above limits.

#### 12. Records of transactions

When you use our equipment (including e-banking) to perform a Transaction we will provide you with a record for that Transaction (which may be an electronic record that you can save by taking a "screen-shot") unless you tell us that a record is not required.

You agree that where we are required to provide you with a confirmation of a transaction relating to a Payment Facility it may be provided to you by e-banking. You may also request confirmation of a transaction by contacting us.

Transactions performed using a Payment Facility will also be recorded on statements we give in relation to the relevant Account. See the terms and conditions for the Account for details about how and when we will give statements.

We strongly advise you to check and keep all Transaction records in a safe place. Transaction records may be needed to complete tax returns, confirm payments have been made, and check any amounts that are owing.

If you misplace any Transaction records or need us to provide you with information about any of your Transactions, we can help by conducting a search of our records. A fee may apply for this service to cover our costs. Current fees and charges are set out in the terms and conditions that apply to your Account.

We cannot provide you with copies of merchant transaction vouchers.

# 13. Disputing transactions and refunds and chargebacks

# 13.1 Disputing transactions

You may dispute a Transaction if you think:

- it is an Unauthorised Transaction;
- the amount debited to your Account is different to the amount authorised;
- related goods or services have not been provided or were different to the description;
- related goods have been returned and the amount has not been refunded to your Account;
- the Transaction is mistakenly debited to your Account more than once; or
- you otherwise think we can claim a refund (chargeback) on your behalf under the rules that apply to the payment system or scheme through which the Transaction was processed.

You must advise us immediately if you want to dispute a Transaction so that we may investigate it. Any delay may impact our ability to investigate or resolve the disputed Transaction in your favour.

As part of our investigation we may require you or a third party to provide us with information or documents. You authorise us to write to a third party on your behalf if we require such information or documents.

While we investigate a disputed Transaction, the Transaction will remain debited to your account.

We will keep you informed of the progress of all disputes and investigations. However, we may not notify you or keep you informed of certain investigations and disputes where we reasonably determine that doing so will, or is likely to, compromise the integrity of the investigation or any relevant payment system.

Following our investigation we will advise you of the outcome of our investigation.

If we determine a disputed Transaction in your favour, we will refund the Transaction amount to your Account and make any necessary adjustments to any interest and fees charged to your Account as a result of the Transaction.

If you disagree with our decision, you may request an internal review or lodge a complaint (see the 'Resolving Complaints' section below).

#### 13.2 Refunds and chargebacks

Depending on the Payment Facility you have used, sometimes the rules applying to the relevant payment system or scheme set out specific circumstances and timeframes in which we can claim a refund (sometimes this is called a 'chargeback') in respect of a disputed Transaction on your behalf.

We will claim a refund or chargeback in relation to a Transaction where we agree, based on our investigation, that a refund or chargeback right exists and you have disputed the Transaction within the applicable timeframe.

Where a refund or chargeback right exists, the timeframes for us to process a refund or chargeback request varies between 45 days and 120 days, depending on the type of Transaction.

We will only accept a refusal of a refund or chargeback request by the financial institution of the other party to the Transaction if we think it is consistent with the applicable payment system or scheme rules.

No refund or chargeback rights exist in in relation to a BPAY Payment. You must resolve any dispute with the biller directly with the biller.

You may dispute a Transaction as an Unauthorised Transaction even if a refund or chargeback right does not exist.

## 14. Keeping your payment devices secure

The security of your Payment Facilities and all Debit Cards (including Debit Card details), PINs and App Passcode is very important.

This clause sets out important safeguards you must follow in relation to your Debit Cards, Debit Card details, App Passcode, PINs, and devices used to perform Transactions. You may be liable for losses from Unauthorised Transactions which you contribute to by not complying with these safeguards, or your liability may be higher than it would have been if you had complied with them.

You must ensure that you:

- keep any Debit Cards in a safe space and regularly check that you have the Debit Card in your possession;
- keep any Debit Card, App Passcode, and PIN secure and protected;
- do not disclose your PIN or App Passcode to any person, including a family member, friend or representatives of the Bank;
- do not give your Debit Card details to any person, except a merchant you a performing a Transaction with;
- · do not allow any person to observe or hear your PIN or App Passcode;
- do not record your PIN or App Passcode on a device (including a Debit Card) used to perform a Transaction, or keep a record carried with the device or on anything that may be lost or stolen at the same time as the device;
- do not select a PIN or App Passcode that is easily identified with you such as your date of birth, your name or part of it or your phone number; and
- do not select a PIN or App Passcode that is a common or easily guessed combination such as repeated or consecutive numbers such as 5555 or 1234.

If you record your PIN or App Passcode you must make a reasonable attempt to protect the security of that record by disguising or preventing unauthorised access to the PIN or App Passcode. A reasonable attempt might include, but is not limited to:

- hiding or disguising the PIN or App Passcode record among other records;
- hiding or disguising the PIN or App Passcode record in a place where a PIN or App Passcode record would not be expected to be found;
- keeping a record of the PIN or App Passcode record in a securely locked container; or
- preventing unauthorised access to an electronically stored record of the PIN or App Passcode record.

We will never ask for your PIN or App Passcode, or any other security information relating to a Payment Facility, by email, SMS or when speaking to our staff. We will also never ask you to log in to e-banking from a link provided in an email or SMS. If you ever receive such a request, you should not provide the information or click on the link. You should always access e-banking only using the e-banking app.

You must immediately tell us if you know or suspect:

- a Debit Card is lost or stolen;
- a device on which you have installed the e-banking app has been lost or stolen;
- a PIN or App Passcode has become known to someone else, or a record of it has been lost or stolen;
- a Debit Card, Debit Card details or your Account have been used without your permission; or
- a Transaction has been made which you did not authorise.

Failure to notify us or delay in notifying us of the above may result in you being liable for losses from Unauthorised Transactions or your liability may be higher than it would have been if you had promptly notified us.

## 15. Liability for Transactions

#### 15.1 Authorised Transactions

You are responsible and liable for all Transactions performed or authorised by you or which are performed with your knowledge and consent.

## 15.2 Unauthorised Transactions

You are not responsible and liable for loss resulting from Unauthorised Transactions if caused by any of the following:

- fraud or negligence by our employees or agents, a third party involved in networking arrangements, or a merchant or their employee or agent;
- a device (including a Debit Card) or security information (including a PIN or App Passcode) which is forged, faulty, expired or cancelled;
- a Transaction requiring the use of a device and/or PIN that occurred before you received the device and/or PIN (including a reissued device and/or PIN);
- a Transaction being incorrectly debited more than once;
- an Unauthorised Transaction performed after we have been informed that a device has been misused, lost or stolen, or the security of a PIN/App Passcode has been breached; or
- it is clear that you have not contributed to the loss.

You are responsible and liable for the loss resulting from Unauthorised Transactions in the following circumstances:

## # Circumstances in which you are liable

# 1 Where we can prove on the balance of probability that you contributed to a loss through fraud, or breaching the security requirements set out under 'Keeping your payment devices secure' above.

## Amount for which you are liable

You are liable in full for the actual losses that occur before the loss, theft or misuse of a device or breach of PIN/App Passcode security is reported to us, but you are not liable for the portion of losses:

- incurred on any one day that exceeds any applicable daily transaction limit,
- incurred in any period that exceeds any applicable periodic transaction limit,
- that exceeds the balance on the relevant Account, including any pre-arranged credit, or
- incurred on any Account or other facility that we and you had not agreed could be accessed using the device or identifier and/or PIN/App Passcode used to perform the Transaction.
- Where more than one PIN/App Passcode is required to perform a Transaction and we prove that you breached the security requirements set out under 'Keeping your payment devices secure' above for one or more of the required passcodes, but not all of the required passcodes.

You are liable as set out in Scenario 1 above but only if we also prove on the balance of probability that the breach of requirements set out under 'Keeping your payment devices secure' above was more than 50% responsible for the losses, when assessed together with all the contributing causes.

Where Unauthorised Transactions occur and you contributed to losses which occur by leaving a Debit Card in an ATM (where the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM).

You are liable for the actual losses that occur.

Where we can prove, on the balance of probability, that you contributed to losses resulting from an Unauthorised Transaction by unreasonably delaying reporting to us the misuse, loss or theft of a device, or that the security of all PIN/App Passcodes has been breached.

You are liable for the actual losses that occur between when you became aware of the security compromise or should reasonably have become aware in the case of a lost or stolen device, and when the security compromise was reported to us. However, you are not liable for any portion of the losses:

- incurred on any one day that exceeds any applicable daily transaction limit,
- incurred in any period that exceeds any applicable periodic transaction limit,
- that exceeds the balance of the relevant Account, including any pre-arranged credit, or
- incurred on any account or other facility that we and you had not agreed could be accessed using the device and/or PIN/App Passcode used to perform the Transaction.

Notwithstanding the above, where an Unauthorised Transaction relates to the use of a Debit Card, we will not hold you liable for an amount greater than the liability you would have had if we exercised any rights we had under the rules of the relevant Card Scheme at the time the Unauthorised Transaction was reported to us, against other parties to the scheme (for example, charge-back rights).

## 15.3 Losses caused by system or equipment malfunction

You are not liable for loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a Transaction accepted by the system or equipment in accordance with your instructions.

## 16. Our liability to you

To the maximum extent permitted by law, we will not be liable to you for any direct or indirect loss, damage, cost, or expense you suffer as a result of:

- you using a Payment Facility in breach of these Terms and Conditions;
- us performing a Transaction you have authorised in accordance with your instructions;
- you giving us inaccurate or incomplete instructions using a Payment Facility;
- us exercising any right we have in relation to the Payment Facility (including under these Terms and Conditions);
- a Payment Facility being unavailable or unable to be used due to an unexpected outage or system malfunction or any circumstances outside of our reasonable control;
- any failure of a PIN or an App Passcode to permit you to access e-banking;
- any failure, malfunction, delay or error (for any reason) of any equipment, system or software which is
  not controlled or provided by or on behalf of us (including, without limitation, electronic equipment, the
  telephone, internet-enabled device, software and telecommunications and internet services you use to
  access e-banking; or
- disclosure of your personal information or other information relating to your Accounts through e-banking where the information has been obtained by or in conjunction with any person using your device, PIN, App Passcode or any unauthorised access to your information transmitted by us through e-banking in relation to your Account.

The above exclusion of liability does not exclude our liability to you in relation to any loss, damage, charge, expense, fee or claim suffered or incurred by you as a result of fraud, negligence or wilful misconduct of us, our employees or agents or a receiver appointed by us.

The above exclusion of liability also does not exclude our liability to you in relation to damages resulting from a malfunction of a system or equipment provided by any party to a shared electronic network, however caused. However, where you should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to:

- correcting any errors; and
- refunding any fees or charges imposed.

# 17. Suspending, blocking and cancelling your Payment Facility

## 17.1 When Transactions may be blocked

We may hold, block or decline any Transaction where we reasonably believe:

- the Transaction is in breach of these Terms and Conditions or the law;
- doing so is necessary to ensure we comply with our legal obligations; or
- doing so is necessary to prevent us or you suffering loss (for example, where we suspect the Transaction may be an Unauthorised Transaction or fraudulent).

# 17.2 Our right to suspend or cancel your Payment Facility

We may decide to suspend or cancel any Payment Facility at any time.

We will give you 30 days' prior notice of our decision to suspend or cancel your Payment Facility before we action our decision. However, we may give you less notice or no advance notice of our decision to suspend or cancel a Payment Facility if it is reasonable for us to do so, including if:

- you have, in our opinion, materially breached these Terms and Conditions;
- you have not provided us with information that we have asked you to provide;
- you lose a physical device related to a Payment Facility or it is stolen or misused (or we reasonably believe this to be the case);
- the Payment Facility is being used without your authority or fraudulent activity has occurred (or we reasonably believe this to be the case);
- · you abuse a member of our staff;
- we reasonably suspect that you, or someone acting on your behalf, is being fraudulent;
- you are using the Payment Facility in a manner that will or is likely to affect our ability to continue providing the Payment Facility to you or other Payment Facilities to other customers;
- we have received notice of your mental incapacity, bankruptcy, or death;
- we become aware of a dispute which in our opinion has a bearing on the Payment Facility;
- we reasonably believe doing so is necessary to prevent us or you suffering loss;
- we close or suspend access to your Account;
- we consider it necessary to ensure the security, integrity, quality or reliability of our systems or payment platforms; or
- we are required to do so by law or a court order.

If we do not give you notice before we suspend or cancel your Payment Facility we will tell you as soon as reasonably possible after we do so.

If we decide to reinstate your access, we may impose reasonable conditions on your use of the relevant Payment Facility to:

- prevent us or you suffering loss; or
- protect the security or quality of our payment platforms.

If we have suspended your access to e-banking as a result of misuse or fraudulent activity (or where we reasonably believe this to be occurring), we may require you to use firewall software, anti-virus software, and update your operating system on any device used by you to access e-banking. We may also require proof that an independent third party IT professional has analysed your electronic equipment and has appropriately remediated any security issues before your access to e-banking will be re-instated.

## 17.3 Your right to suspend or cancel a Payment Facility

You can ask us to suspend or cancel a Payment Facility other than e-banking at any time by contacting us. We may require a reasonable period to process your request to suspend or cancel a Payment Facility.

#### 17.4 Consequences of suspending a Payment Facility

If your Payment Facility is suspended you will not be able to make any Transactions using the Payment Facility until it is re-activated.

## 17.5 Consequences of cancelling your Payment Facility

If your Payment Facility is cancelled:

- you will remain liable for all Transactions and everything that has occurred in relation to your Payment Facility up to the time we process the cancellation;
- we may dishonour or refuse any Transaction performed using the Payment Facility after it has been cancelled; and
- if the Payment Facility is a Debit Card, you must immediately destroy it.

## 18. How we will communicate with you

You agree that we may give you notices and other documents and notifications relating to your Payment Facility (all, 'communications'):

- by sending the communication to you by email to the email address you last told us is your email address;
- by making the communication available for you to view in e-banking;
- by sending the communication to you by SMS message to the mobile number you last told us is your mobile telephone number;
- by sending the communication to you by prepaid post to the residential or postal address you last told us is your residential or postal address;
- by including the communication in or with another communication we give you (such as a Statement of Account); or
- where the communication does not include your personal information:
  - by publishing it in a nationally published newspaper; or
  - by publishing it on a website and notifying you that it has been published and where it has been published by one of the other methods described in this clause.

#### You must:

- ensure the email address, mobile telephone number, residential address and postal address we have recorded for you in our system are all current at all times and immediately advise us of any changes to these contact details; and
- regularly check your email and SMS inboxes and e-banking to view the communications we give you.

If you do not ensure the contact details we have for you are current, you may not receive communications that we send to you. We are not required to contact you or send a communication to you in a different way if your contact details are no longer current.

## 19. How you can contact us

You can contact us by using our contact details as stated in:

- correspondence we have sent to you; or
- the Support Centre.

You can also contact us directly through e-banking.

# 20. Changes to Payment Facilities

## 20.1 Changes we may make without your consent

Acting reasonably, and to the extent permitted by law and applicable codes of practice, we may change these Terms and Conditions from time to time without your consent or further agreement.

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.

If you are unhappy with changes we make, please contact us to discuss them. You also have the right to cancel a Payment Facility at any time (see 'Your right to suspend or cancel a Payment Facility' above).

## 20.2 Notice of changes

We will tell you about changes as soon as reasonably possible.

If the following table requires we give you advance notice of a change, we will give you advance notice of a change. However, we may give you a shorter notice period or no notice of a change if:

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

Type of Change Advance notice required?			
a)	Any change that is an increase in fees or charges	Yes, 30 days	
b)	Any change that increases your liability for losses relating to transactions	Yes, 30 days	
c)	Changes to Payment Facility functionality or eligibility	Yes, 30 days	
d)	Changes to a limit on Transactions, a Payment Facility, or electronic equipment used to make a transaction	Yes, 30 days	
e)	Any other change to these Terms and Conditions that we believe is unfavourable to you (apart from a change in government charges payable directly or indirectly by you)	Yes, 30 days if it is unfavourable to you	
f)	Any other change	No.	

# 21. Resolving Complaints

We consider Internal Dispute Resolution (IDR) to be an important and necessary first step in the complaint handling process as it gives us an opportunity to hear when we do not meet our customers' expectations and address them genuinely, efficiently and effectively.

You can raise a complaint with us by contacting us.

Alternatively, you may refer your complaint directly to the Australian Financial Complaints Authority (AFCA). You can contact AFCA at:

• GPO Box 3, Melbourne Vic 3001

Telephone: 1800 931 678Email: info@afca.org.auWeb: www.afca.org.au

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

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

GPO Box 5218, Sydney NSW 2001

Telephone: 1300 363 992Email: enquiries@oaic.gov.au

Web: www.oaic.gov.au

# 22. Privacy

We are committed to ensuring your privacy is protected.

Our Privacy Policy contains important information about how we manage your personal information including information about:

- the type of personal information we collect and hold;
- the purposes for which we collect, hold, use and disclose personal information;
- disclosure overseas;
- how to make a complaint;
- · our privacy contact details; and
- how to access and correct personal information.

We update our Privacy Policy from time to time. Our current Privacy Policy is published on the Bendigo and Adelaide Bank Website at www.bendigoadelaide.com.au and is available upon request.

#### 23. General

#### 23.1 Joint and several liability

If there is more than one you, each of you is liable to us jointly and severally for all amounts owed under and in respect of these Terms and Conditions.

#### 23.2 Limitation on indemnities and exclusions of liability

You are not liable to us under any indemnity contained in these Terms and Conditions 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 these Terms and Conditions 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.

#### 23.3 Interpretation and severability

These Terms and Conditions must be interpreted as necessary to be valid, enforceable and in compliance with applicable laws. If that is not possible, any part of these Terms and Conditions that is void, unenforceable or in breach of applicable law is excluded from these Terms and Conditions and the remainder of these Terms and Conditions continues in full force and effect.

## 23.4 How we exercise our rights

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.

We may only exercise our rights under a term in these Terms and Conditions to the extent (if any) reasonably necessary to protect our legitimate interests. This clause applies to a term in these Terms and Conditions, despite any other term, if it:

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

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

Our rights and remedies under these Terms and Conditions are in addition to other rights and remedies provided by law.

We are not liable for any loss caused by us exercising, attempting to exercise, failing to exercise or delaying the exercise of any right or remedy we have in connection with a Payment Facility. However, this will not reduce our liability in respect of any loss, cost, liability or expense caused by the fraud, negligence or wilful misconduct of us or our employees, contractors and agents or any receiver appointed by us.

## 23.5 Assigning rights

We may assign our rights, powers and discretions and remedies relating to your Payment Facility without your consent and without notice to you.

We may disclose any information and documents about you and your Payment Facility to any assignee of our rights under these Terms and Conditions or any person considering becoming an assignee.

Your rights and obligations relating to your Payment Facility are personal to you and cannot be assigned without our written consent.

## 23.6 Waivers must be in writing

A waiver of any of our rights under these Terms and Conditions does not occur unless we give it to you in writing.

#### 23.7 Applicable law

If you reside in Australia, these Terms and Conditions are subject to the laws of the State or Territory of Australia in which you reside at the time you accept these Terms and Conditions.

Otherwise, these Terms and Conditions are subject to the laws of the Australian State or Territory in which our registered office is located at the time you accept these Terms and Conditions.

#### 23.8 Compliance with Anti-money laundering and counter-terrorism financing and other laws

If we believe doing so is necessary in order to comply with our legal obligations, we may:

- require you to provide us or otherwise obtain any additional documents or information relating to a Transaction;
- suspend, block or delay Transactions, or refuse to provide services to you; and
- report any, or any proposed, Transaction or activity to anybody we are legally required to report Transactions to.

You must comply with reasonable directions we give you which are necessary for us to comply with our legal obligations in relation to a Payment Facility.

## 24. Understanding these Terms and Conditions

## 24.1 Definitions

In these Terms and Conditions, the following definitions apply unless the context requires otherwise:

Defined term	Meaning
Account	The account a Payment Facility is provided in relation to being a type of Account referred to in the 'These Terms and Conditions' section of these Terms and Conditions.
Additional Cardholder	A person who has been authorised as an Additional Cardholder under the terms and conditions that apply to an Account.
App Passcode	The six-digit number nominated by you that may be required for identification purposes in order to access the e-banking app.
ATM	An Automatic Teller Machine.
Authorised Signatory	A person who has been authorised as an Authorised Signatory under the terms and conditions that apply to an Account.
Authorised User	A person who has been authorised as an Authorised User under the terms and conditions that apply to an Account.
Automatic Payment	Direct debits, sweep facilities and periodical payments.

who can accept payments made to them through that scheme.  BPAY Scheme The Scheme operated by BPAY which governs BPAY Payments and Osko.  BSB The Bank/State/Branch number associated with your Account.  Card Scheme The payment network relevant to a Debit Card.  Confirmation of Payee service The banking industry initiative that enables payers making payments using a BSB at account number to confirm the account name associated with the account.  Debit Card A Debit Mastercard we issue to you.  Digital Wallet Digital wallet apps (software) that we support from time to time.  Direct Entry Payment An electronic transfer of funds processed through the Bulk Electronic Clearing System (BECS) operated by Australian Payments Network Limited.  e-banking Our internet banking service we make available through the e-banking app.  The e-banking application we advise you from time to time that you can use with you Account and publish and make available for download through the Apple App store Google Play or any similar application store.				
BPAY Group Limited BPAY Group Pty Ltd ABN 60 003 311 644.  BPAY Payment A payment which you have instructed us to make through BPAY Payments to billed who can accept payments made to them through that scheme.  BPAY Scheme The Scheme operated by BPAY which governs BPAY Payments and Osko.  BSB The Bank/State/Branch number associated with your Account.  Card Scheme The payment network relevant to a Debit Card.  Confirmation of Payee service The banking industry initiative that enables payers making payments using a BSB at account number to confirm the account name associated with the account.  Debit Card A Debit Mastercard we issue to you.  Digital Wallet Digital wallet apps (software) that we support from time to time.  Direct Entry Payment An electronic transfer of funds processed through the Bulk Electronic Clearing Syste (BECS) operated by Australian Payments Network Limited.  e-banking Our internet banking service we make available through the e-banking app.  The e-banking application we advise you from time to time that you can use with you Account and publish and make available for download through the Apple App store Google Play or any similar application store.	Bendigo Bank ATM	A Bendigo Bank-branded ATM provided by us.		
BPAY Payment A payment which you have instructed us to make through BPAY Payments to billed who can accept payments made to them through that scheme.  BPAY Scheme The Scheme operated by BPAY which governs BPAY Payments and Osko.  BSB The Bank/State/Branch number associated with your Account.  Card Scheme The payment network relevant to a Debit Card.  Confirmation of Payee service The banking industry initiative that enables payers making payments using a BSB at account number to confirm the account name associated with the account.  Debit Card A Debit Mastercard we issue to you.  Digital Wallet Digital wallet apps (software) that we support from time to time.  Direct Entry Payment An electronic transfer of funds processed through the Bulk Electronic Clearing System (BECS) operated by Australian Payments Network Limited.  e-banking Our internet banking service we make available through the e-banking app.  The e-banking application we advise you from time to time that you can use with you Account and publish and make available for download through the Apple App store Google Play or any similar application store.	BPAY	BPAY Pty Ltd ABN 69 079 137 518.		
who can accept payments made to them through that scheme.  BPAY Scheme The Scheme operated by BPAY which governs BPAY Payments and Osko.  BSB The Bank/State/Branch number associated with your Account.  Card Scheme The payment network relevant to a Debit Card.  Confirmation of Payee service The banking industry initiative that enables payers making payments using a BSB at account number to confirm the account name associated with the account.  Debit Card A Debit Mastercard we issue to you.  Digital Wallet Digital wallet apps (software) that we support from time to time.  Direct Entry Payment An electronic transfer of funds processed through the Bulk Electronic Clearing System (BECS) operated by Australian Payments Network Limited.  e-banking Our internet banking service we make available through the e-banking app.  The e-banking application we advise you from time to time that you can use with you Account and publish and make available for download through the Apple App store Google Play or any similar application store.	BPAY Group Limited	BPAY Group Pty Ltd ABN 60 003 311 644.		
The Bank/State/Branch number associated with your Account.  Card Scheme  The payment network relevant to a Debit Card.  Confirmation of Payee service  The banking industry initiative that enables payers making payments using a BSB at account number to confirm the account name associated with the account.  Debit Card  A Debit Mastercard we issue to you.  Digital Wallet  Digital wallet apps (software) that we support from time to time.  An electronic transfer of funds processed through the Bulk Electronic Clearing System (BECS) operated by Australian Payments Network Limited.  e-banking  Our internet banking service we make available through the e-banking app.  The e-banking application we advise you from time to time that you can use with you account and publish and make available for download through the Apple App store Google Play or any similar application store.	BPAY Payment	A payment which you have instructed us to make through BPAY Payments to billers who can accept payments made to them through that scheme.		
Card Scheme  The payment network relevant to a Debit Card.  Confirmation of Payee service  The banking industry initiative that enables payers making payments using a BSB at account number to confirm the account name associated with the account.  Debit Card  A Debit Mastercard we issue to you.  Digital Wallet  Digital wallet apps (software) that we support from time to time.  Direct Entry Payment  An electronic transfer of funds processed through the Bulk Electronic Clearing Syste (BECS) operated by Australian Payments Network Limited.  e-banking  Our internet banking service we make available through the e-banking app.  The e-banking application we advise you from time to time that you can use with yo Account and publish and make available for download through the Apple App store Google Play or any similar application store.	BPAY Scheme	The Scheme operated by BPAY which governs BPAY Payments and Osko.		
Confirmation of Payee service  The banking industry initiative that enables payers making payments using a BSB at account number to confirm the account name associated with the account.  Debit Card  A Debit Mastercard we issue to you.  Digital Wallet  Digital wallet apps (software) that we support from time to time.  An electronic transfer of funds processed through the Bulk Electronic Clearing System (BECS) operated by Australian Payments Network Limited.  e-banking  Our internet banking service we make available through the e-banking app.  The e-banking application we advise you from time to time that you can use with you account and publish and make available for download through the Apple App store Google Play or any similar application store.	BSB	The Bank/State/Branch number associated with your Account.		
service account number to confirm the account name associated with the account.  Debit Card A Debit Mastercard we issue to you.  Digital Wallet Digital wallet apps (software) that we support from time to time.  Direct Entry Payment An electronic transfer of funds processed through the Bulk Electronic Clearing System (BECS) operated by Australian Payments Network Limited.  e-banking Our internet banking service we make available through the e-banking app.  The e-banking application we advise you from time to time that you can use with you Account and publish and make available for download through the Apple App store Google Play or any similar application store.	Card Scheme	The payment network relevant to a Debit Card.		
Digital Wallet  Digital wallet apps (software) that we support from time to time.  An electronic transfer of funds processed through the Bulk Electronic Clearing System (BECS) operated by Australian Payments Network Limited.  e-banking  Our internet banking service we make available through the e-banking app.  The e-banking application we advise you from time to time that you can use with you Account and publish and make available for download through the Apple App store Google Play or any similar application store.	•	The banking industry initiative that enables payers making payments using a BSB ar account number to confirm the account name associated with the account.		
Direct Entry Payment  An electronic transfer of funds processed through the Bulk Electronic Clearing System (BECS) operated by Australian Payments Network Limited.  e-banking  Our internet banking service we make available through the e-banking app.  The e-banking application we advise you from time to time that you can use with you Account and publish and make available for download through the Apple App store Google Play or any similar application store.	Debit Card	A Debit Mastercard we issue to you.		
(BECS) operated by Australian Payments Network Limited.  e-banking  Our internet banking service we make available through the e-banking app.  The e-banking application we advise you from time to time that you can use with yo Account and publish and make available for download through the Apple App store Google Play or any similar application store.	Digital Wallet	Digital wallet apps (software) that we support from time to time.		
e-banking app  The e-banking application we advise you from time to time that you can use with yo Account and publish and make available for download through the Apple App store Google Play or any similar application store.	Direct Entry Payment			
Account and publish and make available for download through the Apple App store Google Play or any similar application store.	e-banking	Our internet banking service we make available through the e-banking app.		
Francisco como de la Alfredo de Maria de Maria de La Companya de L	e-banking app	The e-banking application we advise you from time to time that you can use with your Account and publish and make available for download through the Apple App store or Google Play or any similar application store.		
<b>3</b> ,	Foreign currency	A Transaction which is conducted:		
Transaction • in a currency other than Australian dollars (AUD); or	Iransaction	<ul> <li>in a currency other than Australian dollars (AUD); or</li> </ul>		
<ul> <li>in Australian dollars (AUD) with a merchant (including an online merchan who is outside of Australia.</li> </ul>				
Internal Transfer An electronic transfer of funds between accounts you can access in e-banking.	Internal Transfer	An electronic transfer of funds between accounts you can access in e-banking.		
	MFA	The multi-factor authentication options we make available for you to use from time to time as described in the "Multi-factor authentication" clause in these Terms and Conditions.		
Osko The Osko payment service provided by BPAY.	Osko	The Osko payment service provided by BPAY.		
Osko Payment An electronic transfer of funds processed through the New Payments Platform usin Osko.	· · · · · · · · · · · · · · · · · · ·			
Pay Anyone The Pay Anyone service provided in e-banking.	Pay Anyone	The Pay Anyone service provided in e-banking.		
Payment Facility Each of the payment facilities referred to in the 'These Terms and Conditions' section of these Terms and Conditions.	Each of the payment facilities referred to in the 'These Terms and Conditions' section of these Terms and Conditions.			
PIN Your Personal Identification Number for use with a Payment Facility including a P for use with a Debit Card and any one-time passcode we send you in connection wi a Payment Facility or e-banking.	for use with a Debit Card and any one-time passcode we send you in co			
Support Centre The 'Support Centre' which is accessible through e-banking.	Support Centre	The 'Support Centre' which is accessible through e-banking.		
Terms and Conditions The terms and conditions set out in this document.	Terms and Conditions	The terms and conditions set out in this document.		
Transaction A transaction performed or attempted to be performed using a Payment Facility.	Transaction	A transaction performed or attempted to be performed using a Payment Facility.		
Unauthorised A Transaction which is performed using a Payment Facility without your knowled and consent.	, , , , , , , , , , , , , , , , , , , ,			
We, us, and our Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL 237879 of The Bendigo VIC 3550.				
	you and your	Each account holder for each Account that may be accessed by a Payment Facility and each person to whom we issue a Payment Facility including any Authorised Signatories,		

## 24.2 Rules for interpreting these Terms and Conditions

In addition to the definitions above, the following rules apply to interpreting these Terms and Conditions, unless the context requires otherwise:

- headings are for convenience only and do not affect the interpretation of these Terms and Conditions;
- · words importing the singular include the plural and vice versa;
- words of one gender include any gender;
- reference to legislation or codes includes any amendment to it, any legislation or code substituted for it, and any subordinate legislation made under it;
- reference to a person includes a corporation, joint venture, association, government body, firm and any other entity;
- reference to a party includes that party's personal representatives, successors and permitted assignees;
- reference to a thing (including a right) includes a part of that thing;
- reference to two or more persons means each of them individually and any two or more of them jointly;
- the terms 'includes', 'including', 'e.g.' and 'such as' or any similar expression are not used as, or intended to be interpreted as, terms of limitation;
- if a party comprises two or more persons:
  - reference to a party means each of the persons individually and any two or more of them jointly;
  - promise by that party binds each of them individually and all of them jointly;
  - a right given to that party is given to each of them individually; and
  - a representation, warranty or undertaking by that party is made by each of them individually;
- a provision must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed from these Terms and Conditions and the remainder of these Terms and Conditions continue with full force and effect;
- reference to a business day is a reference to a day that is not a Saturday, a Sunday or a national public holiday in Australia;
- if a something is to be done on a day which is not a business day, it must be done on the Business Day before that day; and
- another grammatical form of a defined expression has a corresponding meaning.

# How to contact us

Call 08 8201 9866

 $Email\ migration. care team @bendigoadelaide.com. au$ 

Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL / Australian Credit Licence 237879 (05/25)