



AdelaideBank

Adelaide Cash Management Account

Via Adviser
Product Guide
July 2012

Proudly part of



Bendigo and
AdelaideBank

Welcome to Bendigo Wealth Cash Solutions

Bendigo Wealth Cash Solutions is the specialised cash division of Bendigo Wealth, the wealth management division of Bendigo and Adelaide Bank. Bendigo Wealth is backed by the heritage and strength of more than 150 years of banking, investment and lending expertise.

It brings together the group's cash, margin lending, managed funds and superannuation businesses; Adelaide Bank, Leveraged Equities and Sandhurst Trustees in one place.

Individually, Adelaide Bank, Leveraged Equities and Sandhurst Trustees were each experts in wealth creation, management and protection. Now together under the umbrella of Bendigo Wealth, they provide the best possible outcomes for you.

In particular, Bendigo Wealth delivers the quality service, ease of understanding and flexibility you need to achieve your financial objectives. A truly consolidated wealth business is a natural progression for a bank recognised for its customer connection. With Bendigo Wealth you can expect more.

All Bendigo Wealth Cash Solution products are issued by Adelaide Bank.

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Important notice

This *Product Guide* comprises the terms and conditions which apply to the operation of the Adelaide Cash Management Account. Please read this *Product Guide* carefully before deciding to open an account.

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

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

Security Information

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

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

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

- 1800 224 124 within Australia
- +618 8300 6000 outside Australia.

You can call us 24 hours a day.

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

If you have a query, concern or dispute concerning a transaction service, you should call our Customer Help Centre on 1300 361 911 Monday to Friday.

Introduction

The Adelaide Cash Management Account (CMA) offers investors:

- The security of a permanent Commonwealth Government guaranteed bank deposit subject to the Financial Claims Scheme
- An attractive return compared to at call cash accounts
- The convenience of full transactional access on *your account*
- 24 hour at call access to *your funds*
- A flexible account designed to be the cash hub for an investor.

The CMA is an ideal solution for *your share trading settlements, dividend payments, regular payments and for everyday banking.*

You can grant access to your financial adviser to help them administer your investment needs.

The CMA is a deposit with Bendigo and Adelaide Bank Limited, regulated by APRA, the Code of Banking Practice and the *EFT Code*.

Issuer

Adelaide Bank
A division of Bendigo and Adelaide Bank Limited
ABN 11 068 049 178
AFSL 237879
169 Pirie Street Adelaide SA 5000

Things you should know

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

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

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

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

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

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

For more information on the CMA please:

- Contact *your adviser*, or
- Contact *us*.

Contact details

For additional details on the CMA:

- Call 1800 018 018
- Visit www.bendigowealth.com.au
- Email: enquiries@bendigowealth.com.au
- Write to Cash Solutions, GPO Box 1048, Adelaide SA 5001.

You should also contact *us* to report:

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

Adelaide Cash Management Account overview

Feature	Summary	Reference in this Product Guide
Account access	At call access to your funds	Clause 3.1.3
Account access methods	<ul style="list-style-type: none"> • EFTPOS <i>purchase</i> and/or withdrawal • <i>BPAY® deposit or payment</i> • Express Line (telephone banking) • Online banking transactions • <i>Regular payments</i> • Third party direct debits • Bank cheque withdrawals • Personal cheque withdrawals • Deposit or withdrawal via <i>branches</i> • ATM withdrawal, transfer or deposit¹ • <i>Bank@Post™ withdrawal or deposit²</i> 	Part D
Who can use	<ul style="list-style-type: none"> • Individuals • Companies • Partnerships • Trusts • Self managed super funds • Associations 	Clause 3.1.1
Fees and charges	<p>Free transactions include:</p> <ul style="list-style-type: none"> • Cash deposits (including <i>Bank@Post</i> agency banking) • Auto deductions • Auto Payment Plan • <i>BPAY</i> to Adelaide Bank <i>accounts</i> • Direct credits • Express Line (telephone banking) <i>balance</i> enquiries • Online banking <i>balance</i> enquiries • Bendigo Bank ATM <i>balance</i> enquiries <p>Key transaction costs include:</p> <ul style="list-style-type: none"> • Personal cheque withdrawal • ATM withdrawals • Bank cheque • EFTPOS <p>Fees are detailed in clause 5.2</p>	Clause 5.1

Feature	Summary	Reference in this Product Guide
Interest rate risk	<p>The interest rate applying to the CMA may be affected by changes in the official interest rate, which is determined by the Reserve Bank of Australia.</p> <p><i>Your</i> interest rate can also be affected by changes in the interest rates prevailing between Australian banks in the Australian wholesale money market. These interest rates may vary depending on a number of factors, including Australian and overseas interest rates, market liquidity, exchange rates, monetary policy and other economic, social and political factors.</p>	Clause 2.11
Method of interest calculation	Daily on <i>closing balance</i>	Clause 3.6
Frequency of interest payment	<i>Monthly</i>	Clause 3.6
Minimum initial investment	\$1,000	Clause 3.1.2
Minimum operating balance	\$1,000	Clause 3.1.2
Maximum operating balance	No maximum <i>balance</i>	Clause 3.1.2
Minimum deposit amount	Nil	Clause 3.1.2
Minimum withdrawal amount	Nil	Clause 3.1.2
Statement frequency	<i>Monthly</i>	Clause 2.3

¹ ATM deposits and transfers available at selected Bendigo Bank ATMs.

² *Bank@Post*™ and its device mark are trademarks (registered or otherwise) of Australian Postal Corporation. All rights reserved.

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1. Part A – Banker and customer relationship

1.1 Our relationship

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

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

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

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

2. Part B – Banking with *us*

2.1 How to change your details

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

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

All changes to *your details* are required to be submitted in writing.

2.2 Information influencing your account

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

2.3 Statements

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

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

2.4 Communication between *us*

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

Communications to *us* may be:

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

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

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

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

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

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

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

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

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

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

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

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

2.5.1 Changes to account terms and conditions

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

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

Change	Minimum days notification	Method of notification
Introduce a new fee or charge (other than a government charge)	30 days	In writing
Increase the amount of a fee or charge (other than a government charge)	30 days	In writing or by press advertisement
Vary the minimum <i>balance</i> requirements for an account keeping fee	30 days	In writing
Vary the method by which interest or a fee or charge is calculated	30 days	In writing
Vary the <i>balance</i> ranges within which interest rates apply	30 days	In writing
Vary the frequency with which interest is debited or credited	30 days	In writing
Introduce or vary any government charge that directly or indirectly affects <i>you</i> , unless the government agency has already publicised the change	Day of change	In writing or by press advertisement
Change an interest rate (except where we have agreed to a fixed interest rate for a given term)	Day of change	In writing, on our webpage or by press advertisement
Change any other term or condition	Day of change	In writing or by press advertisement

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

2.5.2 Other changes

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

2.6 Privacy and confidentiality

2.6.1 Your personal information

We use *your* personal information to help *us* provide *you* with the products and services that meet *your* needs, to maintain *our* records, to keep *you* informed about any changes that may affect *your accounts* and to meet *our* legal obligations. We may also use *your* information to conduct research and product development.

We treat *your* personal information as confidential and only disclose it to others where necessary. For example, we usually disclose *your* information to organisations to whom we outsource functions (such as mailing and printing houses), to IT providers and to account holders and authorised operators. Other disclosures (where relevant) may include specialist advisers such as accountants and solicitors, *your* financial adviser, credit reporting agencies, insurers, introducers, debt collection agencies and financial institutions and other organisations involved in providing payment and card services requested by *you*. Your information may also be disclosed to related companies within the Bendigo and Adelaide Bank Group, where confidentiality is maintained at all times.

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

Please refer to the beginning of this *Product Guide* for *our* contact details. If *you* think *your* personal details are incorrect or outdated, or wish to access the information we hold about *you*, please contact *us*. *You* may need to complete an access request form, specifying the information that *you* wish to obtain. Depending on the request, a charge may apply for supplying the information.

2.6.2 Other products and services

We use *your* information to inform *you* about financial products and services that are related to those *you* have with *us*, as well as other products and services we think may be of interest to *you*. These may be products and services of the Bendigo and Adelaide Bank Group or of companies with which we are associated. If *you* do not wish to receive offers unrelated to *your* current products and services with *us*, please contact *us*.

2.6.3 Confidentiality of personal and financial information

We owe *you* a duty to keep information about *you* confidential, except in certain situations such as where disclosure:

- Is compelled by law (for example, a disclosure to a court which is required by a subpoena)
- Is made with *your* consent
- Is required in *our* interest.

For example, if we are trying to recover a debt, we may have to inform solicitors, debt collectors, credit reference agencies or other credit providers.

Consent can be express (for example, a letter signed by *you*) or implied (for example, conduct that suggests that *you* agree to *us* giving *your* tax agent copies of bank statements). Our duty extends to information such as:

- The debit or credit balance of *your* account
- Details of transactions on *your* account.

2.6.4 Anti-money laundering and counter terrorism financing

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

To comply with these requirements we may:

- Require *you* to provide *us*, or otherwise obtain, any additional documentation or other information
- Suspend, block or delay transactions on *your* account, or refuse to provide services to *you*
- Report any, or any proposed, transaction or activity to any body authorised to accept such reports relating to AML or any other law.

2.7 Code of Banking Practice

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

- account opening procedures
- *our* obligations regarding the confidentiality of *your* information
- complaint handling procedures
- bank cheques
- the advisability of *you* informing *us* promptly when *you* are in financial difficulty
- information on current *annual percentage rates* and fees and charges.
- the advisability of *you* reading this *Product Guide*, which includes *terms and conditions* relating to *your account*.

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

2.8 EFT Code

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

2.9 Other regulations

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

- Code of Banking Practice – a voluntary code of conduct which sets standards of good banking practice for banks to follow
- *EFT Code* – a voluntary code of conduct which applies to certain *accounts* and electronic transactions carried out by individuals
- Privacy Act 1988 (Cth) – privacy legislation governing activities such as the collection, use and disclosure of personal information

- Consumer Credit Code – legislation which regulates the provision of credit to individuals for consumer purposes
- Corporations Act 2001 (Cth) – legislation which, among other things, regulates a wide range of activities relating to certain financial products
- Australian Securities and Investments Commission Act 2001 (Cth) – legislation which, among other things, prohibits misleading, deceptive and unconscionable conduct in relation to financial services
- Cheques Act 1986 (Cth) – legislation that deals with matters such as payment and collection of cheques as well as fraud and other unauthorised transactions
- Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) – legislation designed to combat money laundering and the financing of terrorism.

2.10 If you have a complaint or concern

If *you* have a query or concern regarding *your account*, *your agreement* or *our service* you can either speak to *your adviser*, or contact *us* directly by contacting our Customer Help Centre on:

Telephone 1300 361 911
8.30am – 7.30pm (AEST) or 8.30am – 8.30pm (AEDT) Monday to Friday; or
Fax 1300 367 615; or
Email: customerhelpcentre@bendigobank.com.au

Experience tells *us* that most concerns or complaints can be fixed at this level. If, however, *your concern* or *complaint* requires specialist attention, the appropriate staff member will respond to *you* within 5 *business days* of receipt of the concern or complaint, either providing an immediate answer or advising of action to be taken and an expected reply date.

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

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

Financial Ombudsman Service

We do not anticipate a situation where we cannot resolve a concern or complaint to *your* satisfaction. However, should this happen, you have the option of referring the matter to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent person appointed to help individual customers and small businesses resolve problems and disputes with their bank. *You* do not have to pay if you ask the Ombudsman to help *you*.

The Ombudsman's role is to investigate matters only after customers have fully exhausted the established complaint procedures of their bank.

You may obtain further information about this service by contacting the Ombudsman at:

The Financial Ombudsman Service

GPO Box 3
Melbourne VIC 3001
Telephone: 1300 780 808
Fax No: (03) 9613 6399
Website: www.fos.org.au
Email: info@fos.org.au

2.11 Risk

All financial products carry risk. Interest rate risk is the most significant risk associated with the CMA.

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

2.12 Commission

We may pay commission to *your adviser* based on the *deposit balance* of *your account*.

Ongoing commission	Amount	When
We may pay a standard ongoing commission to the financial adviser or entity that refers you to the CMA	0.275% per annum	Paid monthly on the average balance of your account

Additional commissions or incentive payments are inclusive of GST and may also be provided to a financial adviser or entity that refers *you* to the CMA, or the company that operates the financial adviser group to which the financial adviser belongs.

These commissions and other incentive payments will be paid at no cost to *you*. They will be paid by us.

There have been a number of recent proposed reforms relating to the banning of volume based upfront and trailing remuneration (including commissions) for financial advisers. We will not pay any commissions, fees or soft dollar benefits to advisers and related parties if these payments become prohibited by law.

2.13 Financial Claims Scheme

The Financial Claims Scheme provides a guarantee of deposits with an authorised deposit-taking institution ("ADI") in Australia, such as Bendigo and Adelaide Bank. As an account-holder of a deposit product that is subject to the Financial Claims Scheme, *you* may be entitled to payment in the event that an ADI becomes *insolvent*. Payments are subject to a limit for each depositor.

For more information about the Financial Claims Scheme visit the APRA website at www.apra.gov.au or call the APRA hotline on 1300 55 88 49.

3. Part C – Using your account

3.1 Your account

3.1.1 How to open your account

To open an account with us you will need to complete an account application form with your personal details. You will be asked to sign this form to certify that all the information is correct. With this information we will be able to identify you and ensure we meet your needs in the best possible way.

An account may be opened in the name of an individual, company, partnership, trust, self managed super fund or an association.

Eligible Investors

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

3.1.2 Minimum deposits, transactions and balances

The minimum initial investment amount to establish an account is \$1,000. There is no minimum deposit nor minimum withdrawal amount.

The minimum operating balance on your account is at all times to be \$1,000. There is no maximum operating balance.

Should your account fall below the minimum balance of \$1,000 or have no balance, we reserve the right to close the account.

3.1.3 Availability of funds

Your funds are available at call.

3.2 How to identify yourself

When you open an account and do not have an open account with us, we will need to obtain proof of your identity. The Commonwealth Government requires us to check your identity.

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

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

3.3 Joint accounts

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

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

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

In some cases you may be able to limit your liability on a joint account. A request to limit your liability to us will only apply in relation to future advances and not to money already owing. You should direct any requests to limit your liability in writing to us. Requests are only effective upon written acceptance from us.

Joint liability for amounts owing to us may also be limited as a result of family law property proceedings, for example following a Family Court decision to transfer the mortgage and title on a jointly owned home. Further general information regarding joint liability in relation to family law property proceedings is available from our website www.bendigowealth.com.au.

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

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

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

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

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

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

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

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

3.4 Giving someone access to your account

3.4.1 Access to your account

You can appoint an authorised operator to your account as outlined in this clause. Each use of your account by an authorised operator is subject to these terms and conditions as if you had used the account.

3.4.2 Who you can appoint

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

- A person aged 18 years or older
- A company, and/or
- A partnership
- Your financial adviser.

3.4.3 Level of authority

The types of functions your authorised operator(s) can perform on your account will depend on the level of authority you grant them. You may opt for your authorised operator to have either 'limited' or 'full' access to your account.

In short, a limited access authorised operator will only be able to access information on your account, whereas a full access authorised operator can perform transactions on your account.

3.4.4 Your financial adviser

You can advise us of the level of authority of your adviser by completing section M of the application form.

If you wish, you may change the level of authority of your adviser by notifying us in writing.

Functions your authorised operator can perform

Refer to the table in 3.4.7 which explains the functions which may be performed by limited and full access operators:

3.4.5 Cancelling authorised operator status

Please note that if you open your account through your financial adviser or stockbroker, they are unable to opt out of being a limited access authorised operator if they wish to be noted on your account.

You may cancel an authority to operate at any time.

Authorised operators may also cancel their own *authorised operator* status at any time (subject to the rules relating to financial advisers and stockbrokers outlined in the paragraphs above).

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

3.4.6 How to appoint an authorised operator (other than your financial adviser).

If you wish to appoint an *authorised operator* other than your financial adviser or stockbroker to have *full* or *limited* access status, you should forward to us your completed and signed *authorised operator* form.

3.4.7 Functions your authorised operator can perform

Refer to the table which explains the functions which may be performed by *limited* and *full* access *authorised operators*:

Function	Limited Access	Full Access
Access personal and financial information relating to your account	✓	✓
View commission details ¹	✓	✓
View your account details online	✓ ³	✓ ³
Receive copies of periodic statements	✓	✓
Advise us of your TFN	✓ ¹	✓
Instruct us to change your personal details	✓ ¹	✓
Withdraw some or all of your funds	✗	✓
Order and incur charges for statements	✗ ²	✓
Close your account	✗	✓

¹ This function is only available to your financial adviser or stockbroker.

² Charges apply to requests for interim and duplicate statements, closing details and transaction summaries. Refer to the fees and charges section of this *Product Guide* for further information.

Authorised operators, whether with limited or full access, are not able to appoint or remove other authorised operators on your account.

³ Online Banking services are not available to your financial adviser or stockbroker unless you specifically advise the Bank in writing that you wish to have your financial adviser or stockbroker to do so. The Bank must receive these instructions in writing and signed.

3.4.8 Terms and conditions applicable to authorised operators

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

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

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

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

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

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

If you appoint your stockbroker or financial adviser as an *authorised operator*, then they may place a trade hold on your account.

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

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

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

3.5 How to make deposits and withdrawals

There are many ways *you* can access *your account* with *us*. Please refer to clause 4.2 for further details on how to make deposits and withdrawals.

3.6 Interest rates

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

- Calling 1800 018 018
- Visiting www.bendigowealth.com.au

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

Interest is calculated on the daily *closing balance* of *your account* using the following formula: daily *closing balance* X *daily percentage rate*. The *daily percentage rate* is the *annual percentage rate* for that day divided by the number of calendar days in the year.

3.7 Overdrawn accounts and interest charges

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

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

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

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

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

3.8 Amounts which can be debited to *your account*

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

3.9 Minimum deposit balances

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

Should *your account* fall below the minimum *operating balance* of \$1,000 or have no *balance*, we reserve the right to close the *account*.

3.10 Unused accounts

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

3.11 How accounts may be closed or suspended

You or any other *full access operator* may close, or suspend access to, *your account* at anytime through *your adviser*, or if you have direct access to *your account* you can instruct *us*. If there is more than one of you, we will only end *your relationship* with *us* under these *terms and conditions* on request if the request is from all of you. Upon *your request*, another financial institution may close *your account* on *your behalf* by mail.

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

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

A cheque form issued under these *terms and conditions* may not be used after *our relationship* has ended and must be immediately returned as soon as we advise *you* that *our relationship* has ended or when *you* request the *our relationship* with *you* end.

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

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

When you close *your account* you must return to *us* any unused cheques and any *cards* used to operate the *account* (including any cheques or *cards* issued to an *authorised operator*). An *account* with cheque access may only be closed once all outstanding cheques written on the *account* have been presented. We reserve the right to return any cheques presented for payment after the *account* has been closed.

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

Please note

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

4. Part D – Transaction services

4.1 About the transaction services

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

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

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

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

4.2 Summary of transaction services

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

Transaction services	Ways of using the transaction services	Reference in this Product Guide
Cheques	<ul style="list-style-type: none"> Deposit via post Deposit via <i>branch</i> Personal cheque withdrawal Bank cheque withdrawal 	Clause 4.9
Cards	<ul style="list-style-type: none"> <i>Branch</i> deposits and withdrawals ATM transfers, deposits and withdrawals¹ EFTPOS payments and withdrawals <i>Bank@Post</i> deposits and withdrawals 	Clause 4.11
<i>Home Banking Services</i> ²	<ul style="list-style-type: none"> Online banking <i>BPAY</i> AnyPay BatchPay Express Line (telephone banking) 	Clauses 4.12 and 4.13
<i>Regular payments</i> and third party direct debits	<ul style="list-style-type: none"> <i>Regular Payment Plan</i> Automatic deduction Periodical payment Third party direct debits 	Clause 4.15

¹ ATM deposits and transfers available at selected Bendigo Bank ATMs.

² Online Banking services are not available to *your financial adviser* or stockbroker unless you specifically advise the Bank in writing that *you* wish to have *your financial adviser* or stockbroker to do so. The Bank must receive these instructions in writing and signed.

4.3 Applying for transaction services

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

We can accept or decline *your application* at our discretion.

4.4 How much can you access?

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

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

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

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

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

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

4.5 When can you access your account?

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

4.6 Malfunctions

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

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

4.7 Authorisation

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

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

4.8 Processing of transactions

Transactions will be processed as soon as practicable.

4.9 Cheques

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

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

4.9.1 General information about cheques (excluding bank cheques)

What is a cheque?

A cheque is a written order to a bank to pay a sum of money on demand. Banks provide cheque forms and generally insist on the use of these forms.

Cheque clearing process

In order to provide this convenient facility to *you* there is a fairly complicated and time consuming process involved, which may take a number of days. *You* should ask *us* for an estimate of the time it will take, if *you* need to know, although the process generally takes three *business days*.

To help *you* understand how this works we have set out the process step by step:

- First, *you* deposit into *your account* a cheque *you* have received, then
- We will seek payment of the cheque from the bank on which the cheque is drawn (the two banks could be the same), then
- That bank will pay the proceeds of the cheque to *us*. Only then will funds from the cheque be cleared and made available to *you*.

Normally you will not be able to withdraw the value of a cheque you deposit until the cheque is cleared, even though *your account* may be credited with the proceeds of the cheque. This rule applies even to cheques made payable to "cash".

The process for foreign cheques will generally take 30 *business days*. Please note, that although *you* may be able to withdraw funds after this period passes, the process may not be complete and the cheque may still be dishonoured. If the cheque is dishonoured prior to or after the 20 *business day* period we will reverse the cheque at the applicable exchange rate. If *you* have withdrawn the funds *you* will need to pay the applicable funds back to *us*.

How a cheque may be specially cleared

If *you* want faster clearance of a cheque *you* can ask *us* for a special clearance. *You* should then ask for an estimate of the time it will take and refer to Part E for the cost involved.

Our charge for a special clearance covers the extra administrative costs involved in making a special clearance request to the bank where the cheque account is held (including a possible courier charge).

What is the effect of crossing a cheque?

If *you* cross a cheque *you* are telling a bank not to cash it across the counter. The cheque must be paid to a bank (for example into a customer's account). If a bank does cash the cheque in favour of someone who is not the true owner, it may be liable for any loss suffered by the true owner.

Crossing a cheque means drawing across the face of the cheque from top to bottom two parallel lines, with or without the words "not negotiable" between them.

A crossing may be added by *you* when *you* make out a cheque or by any person who obtains possession of *your* cheque.

What is the meaning of "not negotiable"?

The words "not negotiable" between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the person who obtains the cheque has no greater rights than the person who transferred it to him or her.

For example, *your* cheque might be stolen and then passed on by the thief to another person. That person might then obtain payment of the cheque. In this example, if the cheque was crossed and marked "not negotiable", the person from whom the cheque was stolen might recover the amount of the cheque from the person who obtains payment of the cheque,

even though that person may not have done anything wrong.

What is the meaning of "account payee only"?

These words on a cheque are a warning to a bank with which the cheque is deposited that the cheque should be paid only to the person named in the cheque as payee.

If that bank pays a different person, it may be liable to the true owner unless the bank acted in good faith and without negligence (for example, by making enquiries and receiving a reasonable explanation). The words "account payee only" do not prevent the transfer of a cheque. However, as a matter of policy, we will not usually accept such cheques into an account other than that of the payee.

What is the significance of deleting "or bearer"?

Cheques are generally printed with the words "or bearer" appearing at the end of the line on which you put the name of the person to be paid.

The words "or bearer" mean that (except in cases where the cheque is crossed and must therefore be collected by a bank) the bank on which the cheque is drawn has authority to pay it to any person in possession of it, even if that person found it or stole it, unless the bank has reason to suspect that the cheque might have fallen into the wrong hands. We generally require that bearer cheques are endorsed if they are to be paid other than to the named payee. If *you* wish to alter this position by making the cheque an "order" cheque, the simplest way is to cross out the words "or bearer" which are printed on the cheque.

If so desired the words "to the order of" may also be inserted before the name of the payee, but if this is done the words "or bearer" must still be crossed out.

If a cheque is an "order" cheque then (except in cases where the cheque is crossed and must therefore be collected by a bank) the bank on which the cheque is drawn should only pay it:

- To the named payee, or
- To any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

How and when a cheque may be stopped

You may stop payment on a cheque *you* have written by notifying *us* before the cheque is paid by *us*.

Speed is important. *You* may notify *us* by telephone. Please ensure all account signatories are available to authorise the stop. Alternatively *you* may visit any

Adelaide Bank branch or send written instructions. You should identify the cheque clearly to *us* by giving the amount, cheque number, date of the cheque and to whom it is payable.

Reducing the risk of unauthorised alteration

When you write a cheque, you should take care to reduce the opportunity for forgery or fraud. You have a duty to fill out the cheque so as not to mislead *us* or make it easy for someone else to alter your cheque.

You should:

- Not leave gaps between the words or figures
- Begin the amount in words as close as possible to the left-hand side
- Begin the amount in figures as close as possible to the dollar sign (\$)
- Never write a cheque in pencil or ink that can be rubbed out
- Never sign a cheque before it is used or filled out, and
- Always write the amount of the cheque in words as well as figures, because words are harder to alter.

Cheques returned unpaid or “dishonoured”

Your cheque may be returned unpaid or “dishonoured” in certain circumstances, such as where:

- There is not enough money in *your account*
- There is some irregularity with *your cheque*, for example if *your cheque* is unsigned, is more than 15 months old, is post-dated (i.e. bears a date that has not arrived), or has been materially altered (for example, by a change of the amount originally stated in it) and *you* have not signed the alteration
- *You* have instructed *us* to stop payment of *your cheque*, or
- *We* have received notice of *your* mental incapacity, or of *your* death (and certain conditions have been met).

If we dishonour *your* cheque it means this cheque will not be paid by *us*.

If a cheque *you* have deposited is dishonoured, we will advise *you* of this. We will reduce the *balance* of *your account* by the amount of the cheque if it has already been credited to *your account*.

Lost or stolen cheques

You must notify *us* as soon as possible of the loss, theft or misuse of *your* cheques. You can do this by contacting *us*. If you do not do this, you take the risk of someone forging *your* signature and drawing cheques on *your account*.

4.9.2 General information about bank cheques

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

What is a bank cheque?

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

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

Forged or unauthorised bank cheques

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

Bank cheque materially altered

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

Bank cheque reported stolen or lost

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

Court order restraining payment

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

Failure of payment for the issue of a bank cheque

Where a bank has not received payment for issuing a bank cheque to a customer (for example, the customer’s cheque to the bank in payment for the

bank cheque is dishonoured), the bank will refuse to pay the bank cheque only if the *person presenting the bank cheque for payment*:

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

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

4.10 Rules relating to cheques

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

- Each cheque issued by *us* in connection with *your account* is *our* property and must be immediately returned to *us* on demand.
- If the amount in words on any cheque varies from the amount expressed in figures then the lower amount prevails.
- When you draw a cheque on *us* it will, when the cheque is handed to *us*:
 - (i) be taken to be a request by *you* to *us* to withdraw funds from *your account* for the amount shown on the cheque, and
 - (ii) constitute an authority to remit those funds to the payee of the cheque or the payee's bank.
- The person signing a cheque must initial any alterations, date the cheque on the date when it was signed and complete all details.
- You must take reasonable care in the management of *your* affairs to ensure that:
 - (i) only authorised persons sign cheques
 - (ii) each cheque is completed properly and with due care so as to prevent unauthorised, stolen, forged or fraudulently altered cheques being presented for payment, and
 - (iii) each cheque is properly and correctly accounted for in *your* records.
- If, when checking any cheque or particulars of any cheque, we find on it any irregularity or omission, we may dishonour or stop payment of the cheque on *your* behalf.
- You must keep cheque forms issued to *you* in a safe place and notify *us* immediately in writing if they are lost or stolen.

- You must notify *us* immediately if you suspect *your* cheque has been forged or fraudulently altered or has been drawn in whole or in part without authority from *you*.
- On receipt of each *statement of account*, you should check the entries carefully and promptly notify *us* if you have any cause to suspect that there is any cheque or transaction recorded on the *statement* that is incorrect or that you did not authorise.
- The indemnities contained in clause 4.26 apply to any loss or damage suffered in relation to the matters referred to in clause 4.9.

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

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

4.11 Cards

4.11.1 Cashcard access

You can use a Cashcard to access *your account*.

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

- Withdraw funds and check *your account balance* at any Bendigo Bank ATM, or at any other ATM displaying the Cashcard sign
- Purchase goods or withdraw funds (in most cases) at more than 18,000 EFTPOS terminals and 28,000 ATMs Australia-wide, and
- Withdraw funds at any Australia Post outlet displaying the *Bank@Post* symbol.

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

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

4.11.2 Applying for a card

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

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

4.11.3 Receiving a card

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

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

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

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

4.11.4 Using a card for purchases

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

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

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

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

We have no control over the hours a merchant may be open for business. The hours during which a terminal will be available may therefore vary in accordance with the merchant's opening hours. We are not responsible for goods or services obtained by using a card, unless the law makes us liable. Therefore, if you have any complaints about goods or services you must take them up with the merchant.

4.11.5 Authorising a payment

It is your responsibility to check that the correct amount is entered in a terminal or written in the "total" box on a voucher or appears on any other record of a transaction before you authorise the transaction or sign the voucher. Some transactions also need authorisation from us. We may choose not to authorise a proposed transaction (eg. where we reasonably believe a transaction may be fraudulent).

4.11.6 Sales vouchers

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

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

4.11.7 Using a card to obtain cash

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

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

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

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

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

Withdrawals made using ATMs, via EFTPOS and through Bank@Post are currently subject to a combined daily withdrawal limit of \$1,000.

The cash withdrawn from an electronic banking device will be in the denominations that the electronic banking device allows. When the money comes out of the electronic banking device it is at your risk and we are not responsible if it is lost or stolen. We do not warrant that an electronic banking device will always have money available. Other financial institutions can determine from time to time what transactions can be carried out at their electronic banking devices. We may charge you a fee for using our electronic banking device or someone else's electronic banking device.

Please refer to clause 5.1 for the fees and charges applicable to your account. You must not put any matter or substance of an explosive, dangerous, damaging or offensive nature in an electronic banking device.

4.11.8 Refunds

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

4.11.9 Use of a card

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

4.11.10 Cancellation, return, loss and misuse of cards

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

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

4.11.11 Return of cards

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

4.11.12 Lost, stolen, misused or unauthorised use of cards

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

- A card is lost or stolen, or
- Someone has fraudulently placed a telephone, internet or direct mail order against your card, or

- You suspect that a *PIN* is known to someone else or you suspect any unauthorised telephone, internet or mail use of an *account* or other type of unauthorised use involving a *card*.

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

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

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

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

4.12. Home Banking Services (including BPAY)

4.12.1 Applying for Home Banking Services

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

The *Home Banking Services* available to you will be determined by us from time to time.

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

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

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

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

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

Things to remember about your PAC

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

Where a new *PAC* is requested, or we reissue or change a *PAC* (which we may do at any time by notifying you), then we may post or deliver the *PAC* to the *user* or require the *user* to collect it.

When an application for access to an *account* via a *Home Banking Service* is approved, we will advise the *user* of the *PAC*, and whether the *user* may use the *PAC* for any or all other *Home Banking Services*.

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

4.12.2 Use of Home Banking Services

Using their customer number, *PAC* and a telephone, a user can access Express Line (telephone banking) 24 hours a day, 7 days a week to:

- Verify the *balance of your accounts*
- Pay bills using *BPAY*
- Transfer funds between *your accounts with us*
- Review *your last transactions*
- Reconcile *your records with your account balances, your transactions and the amount of credit and debit interest for the financial year*
- Transaction records
- Make payments to other bank accounts by using AnyPay or send multiple payments (for example, by using BatchPay)
- Download/export *your transaction data into other formats if needed*
- Order *your Adelaide Bank cheque and deposit books when required.*

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

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

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

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

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

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

4.12.3 Misuse or unauthorised use of Home Banking Services

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

- A user's customer number or, if required by *us*, a combination of customer numbers, and
- The appropriate *PAC* (whether or not disguised using an alphabetical security coding as notified by *us* to the person at the time) or, if required by *us*, a combination of *PACs* (whether or not so disguised).

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

4.12.4 Suspension or cancellation of Home Banking Services

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

4.13 BPAY and our online banking payment service

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

We are a member of *BPAY*.

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

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

We will tell *you* if we are no longer a member of *BPAY*. Our *online banking payment service* is our internet payment service including AnyPay and BatchPay. AnyPay allows an AnyPay user to debit their *account* and credit monies to another bank *account*. BatchPay allows holders of *business accounts* and other approved applicants to make multiple payments to registered recipient *accounts* held with various financial institutions with only one debit being made from the nominated *account*.

4.13.1 Access to online banking payment service

Before we agree to allow you access to the *online banking payment service* for any payee we may require you to make an application to us regarding that payee in the form and containing such information as we require. We are under no obligation to agree to any or all payees nominated in any such application and we may make available payees who are not listed in any such application. We may suspend or terminate access to any payee at any time without notice.

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

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

4.13.2 Information needed to use BPAY

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

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

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

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

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

- You may authorise a *BPAY payment* or an *online banking payment* from your account:
 - i. with the funds to be drawn immediately in which case your account will be debited immediately; or
 - ii. through online banking, with the funds to be drawn on a future specified date in which case your account will be debited on that future date. If that future date is not a *business day*:
 - the funds will be debited on the *business day* immediately preceding the nominated future date; or

- if, after the date of authorisation and before the nominated future date there is no *business day*, the funds will be debited on the next *business day* after the nominated future date.
- For an *online banking payment*, regardless of the effective date (as determined by the *terms and conditions of the account*) on which you authorise funds to be drawn from an account, if:
 - i. the day on which funds are drawn is a *business day* and the authorisation is completed:
 - before 4.00 pm CST then the payment to the payee will generally be received by the payee on the next day that the Bulk Electronic Clearing System (BECS) is operating in the State or Territory where the payee's account is located;
 - after 4.00 pm and before midnight CST then the payee's account will generally receive the payment one *business day* later than if the authorisation had been completed before 4.00 pm – more precisely, the payee's account will generally receive the payment on the first day that BECS is operating in the State or Territory where the payee's account is located occurring immediately after the first *business day* after the calendar day on which funds are drawn;
 - ii. funds are to be drawn immediately and that day is not a *business day* then the payee's account will generally receive the payment on the first day that BECS is operating in the State or Territory where the payee's account is located occurring immediately after the first *business day* after the day on which funds are drawn;
 - ii. funds are to be drawn on a future date and that future date is not a *business day*, then the payee's account will generally receive the payment on the first day that BECS is operating in the State or Territory where the payee's account is located occurring immediately after the date of the debit under clause 4.13.3.
 - For a *BPAY payment*, regardless of the effective date (as determined by the *terms and conditions of the account*) on which you authorise funds to be drawn from your account and subject to the fact that a payment may take longer to be credited to a *billers* if you tell us to make the payment on a Saturday, Sunday or public holiday, or if another participant in *BPAY* does not process a payment as soon as they receive its details, if:

- i. the day on which funds are drawn is a *BPAY day* and the authorisation is completed:
- before 4.00 pm CST then the *billers* has agreed that the payment will be treated as received by the *billers* on that day;
- after 4.00 pm and before midnight CST then the *billers* has agreed that the payment will be treated as received by the *billers* on the next day that is a *BPAY day*;
- i. funds are to be drawn immediately and that day is not a *BPAY day*, then the *billers* has agreed that the payment will be treated as received by the *billers* on the next day that is a *BPAY day*;
- ii. funds are to be drawn on a future date and that future date is not a *BPAY day*, then the payment will generally be treated as received by the *billers* on the first *BPAY day* occurring on or after the date of the debit under subclause 4.13.3(ii).

4.13.4 *BPAY* payments may be delayed

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

- There is a public or bank holiday on the day after you tell us to make a *BPAY* payment
- You tell us to make a *BPAY* payment on a day which is not a *BPAY* day
- You tell us to make a *BPAY* payment after 4.00 pm CST on a *BPAY* day
- Another financial institution participating in *BPAY* does not comply with its *BPAY* obligations, or if
- A *billers* fails to comply with its *BPAY* obligations.

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

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

4.13.5 Variation of *BPAY* and *online banking* payment instructions

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

you. Otherwise, once we are instructed to make such a payment, we will not accept instructions to stop or vary an *online banking* payment or *BPAY* payment or to withdraw or vary an instruction to make such a payment.

4.13.6 Errors in your *BPAY* payment instructions to us

- You should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment – for those errors see next paragraph) when instructing us to make a *BPAY* payment, or if you did not authorise a *BPAY* payment that has been made from your account. Clause 4.14 describes when and how we will arrange for such a *BPAY* payment to be refunded to you.
- You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a *BPAY* payment and you discover later that the amount you told us to pay was less than the amount you needed to pay, you can make another *BPAY* payment for the difference between the amount actually paid to a *billers* and the amount you needed to pay.

4.13.7 No authorisation

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

4.13.8 Other important points about *BPAY*

- a) If we are advised that your *BPAY* payment cannot be processed by a *billers* we will advise you of this, credit the relevant account with the amount of the *BPAY* payment and take all reasonable steps to assist you in making the *BPAY* payment as quickly as possible.
- b) You acknowledge that the receipt by a *billers* of a mistaken or erroneous *BPAY* payment does not or will not constitute under any circumstances part or whole satisfaction of an underlying debt owed between you and that *billers*.
- c) You should check your account records carefully and must promptly notify us as soon as you become aware of an unauthorised or erroneous *BPAY* payment, any mistake or delay in processing a *BPAY* payment or the possibility that you have been fraudulently induced to make a *BPAY* payment.

4.13.9 Suspension and termination of access to BPAY

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

4.13.10 Privacy and BPAY

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

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

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

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

4.13.11 How to access your personal information

Who to ask	For information held by BPAY Pty Ltd ABN 69 079 137 518	For information held by Cardlink Services Ltd ABN 60 003 311 644
Phone	(02) 9922 3511	(02) 9646 9222
Write	Level 9, 20 Berry Street, North Sydney NSW 2060	Level 4, 3 Rider Boulevard Rhodes NSW 2138

4.14 Liability and indemnity BPAY

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

4.14.1 Limitation of your liability if EFT Code applies

If you are liable under this clause 4.14 for an unauthorised or fraudulent payment made on or after

1 April 2002 and the EFT Code applies, then your liability will not exceed the amount determined according to clause 4.23.

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

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

4.14.2 Mistaken payments, unauthorised transactions and fraud

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

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

We will attempt to rectify any such matters in relation to your BPAY payment in the way described in this clause. However, except as set out in this clause 4.14, we will not be liable for any loss or damage you suffer as a result of using BPAY. The longer the delay between when you tell us of the error and the date of your BPAY payment, the more difficult it may be to perform the error correction. For example, we or your biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the biller to correct the error.

4.14.3 Mistaken payments

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

4.14.4 Unauthorised payments

If a BPAY payment is made in accordance with a payment direction which appeared to us to be

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

4.14.5 Fraudulent payments

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

4.14.6 Resolution principles

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

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

4.14.7 Information we need about unauthorised *BPAY* payments

If you tell *us* that a *BPAY* payment made from *your account* is unauthorised, *you* must give *us* *your* written consent addressed to the *billier* who received that *BPAY* payment, agreeing to *us* obtaining from the *billier* information about *your account* with that *billier* 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 *billier* may not be permitted under law to disclose to *us* the information we need to investigate or rectify that *BPAY* payment.

4.14.8 Indemnity – *BPAY*

You indemnify *us* against any loss or damage we may suffer due to any claim, demand, or action of any kind brought against *us* arising directly or indirectly because *you*:

- Did not observe any of the user's obligations under the *terms and conditions* dealing with the use of *BPAY* and *BPAY* payments, or

- Acted negligently or fraudulently in connection with the agreement relating to the use of *BPAY* and making *BPAY* payments constituted by these *terms and conditions*.

4.14.9 Consequential damage – *BPAY*

This sub-clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this sub-clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this sub-clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

We are not liable for any consequential loss or damage *you* suffer as a result of using *BPAY*, 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.

4.15 Regular payments and third party direct debits

DIRECT DEBIT REQUEST SERVICE AGREEMENT

4.15.1 Types of *regular payments*

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

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

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

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

We may, subject to any restrictions on the operation of the *account*, accept an instruction relating to *regular payments* from an *authorised operator*. Any such instruction is subject to these *terms and conditions* as if the instruction had been given by *you*. *You* should refer to clause 3.4 for more information about *authorised operators*.

4.15.2 Fixed amount payment option

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

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

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

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

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

4.15.4 Applications

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

Application forms can be sent to *you* in the post or can be collected from *your adviser*.

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

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

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

4.15.5 Sufficient funds must be available

For an automatic deduction or a periodical payment, you must agree to have a minimum *available balance* or *available credit* in your *direct debit account* from which the *regular payment* is to be made. The minimum *available balance* or *available credit* must be equal to the deduction amount plus charges not posted to the *direct debit account* plus any minimum *balance* required to be maintained in the *direct debit account*. This amount must be held in the *direct debit account* by 5.00pm (CST) on the *banking day* immediately preceding the day on which the deduction is to occur and *you* must retain such minimum *balance* in your *direct debit account* until the deduction has occurred.

4.15.6 The payment date

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

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

4.15.7 Debiting your account

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

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

4.15.8 Deductions

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

4.15.9 Deduction amount may be changed by us

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

4.15.10 Stopping or cancelling your regular payments

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

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

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

4.15.11 Changing your regular payments

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

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

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

4.15.12 Terminating your regular payment

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

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

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

4.15.13 Fees for regular payments

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

4.15.14 Ensuring accuracy of regular payments

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

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

4.15.15 Order of priority of payments

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

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

4.15.16 Liability for loss

For all *regular payments* we are not responsible or liable for any loss or damage suffered by *you* or anyone else if a *regular payment* is not made, is late, or is not made in accordance with instructions.

4.15.17 Inconsistency

For a *periodical payment* and an *automatic deduction*, where there is an inconsistency between these conditions and the *terms and conditions* on any application form or other document(s) in relation

to a *direct debit account* the *terms and conditions* on that application form or other document will prevail.

For the purposes of this sub-clause, “conditions” means the *terms and conditions* in this *Product Guide* as amended from time to time or any *terms and conditions* adopted in substitution and where the context permits includes all other conditions (including any conditions appearing on an application form) relating to a direct debit request authority and an automatic deduction authority.

4.15.18 What are third party direct debits?

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

4.15.19 Third party direct debits

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

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

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

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

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

writing to the third party.

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

Without limiting any other provision in these *terms and conditions*, if you arrange a third party direct debit you agree to indemnify and release *us* from all liability which we may incur if a third party direct debit is not made, a third party direct debit is made late or is not made in accordance with *your instructions* or a cancellation request is given too late to enable a third party direct debit to be cancelled.

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

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

4.16 Deposits

4.16.1 Where are deposits accepted?

Deposits of cash and cheques may be made at:

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

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

4.16.2 Deposits into your account

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

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

4.16.3 Deposits via direct debit

Any request for a direct debit must be signed by the end client/account holder. Only where the end client/account holder has signed the original application can a direct debit request be accepted and processed. Both account names (account being debited and Adelaide Bank account being credited) must be held in the same name. This form must be signed by *you* or *your* power of attorney. Authorisation given by companies must be signed in one of the following ways: (i) by two directors of the company (ii) by a director and by a secretary of the company (iii) for a proprietary company that has a sole director who is also the sole company secretary – by the director (iv) by a duly authorised attorney (v) under seal (if required). Accounts held jointly must be signed by, or on behalf of, all account holders.

- We may vary any details of this agreement or Direct Debit Request at any time by giving *you* at least fourteen (14) days written notice. *You* may change, stop or defer a debit payment, or terminate this agreement by providing *us* with at least 14 days notification by writing to *your* adviser or Adelaide Bank.
- Direct debit dishonour may occur where both accounts are not held in the same name. Direct debit dishonour will occur where funds are not cleared and available in the corresponding institution. A direct debit dishonour fee may be charged by the corresponding institution where funds are not cleared and available or where accounts vary in name.
- The account will only generate interest from the day the funds are deposited into the Adelaide Cash Management Account (please allow minimum 3 days).
- If the debit day falls on a day that is not a *banking day*, we may direct *your* financial institution to debit *your* account on the following *banking day*.

If you are unsure about which day *your account* has or will be debited you should ask *your* financial institution.

- It is *your responsibility* to ensure that there are sufficient clear funds available in *your account* to allow a debit payment to be made in accordance with the direct debit request. If there are insufficient clear funds in *your account* to meet a debit payment:
 - *you* may be charged a fee and/or interest by *your* financial institution;
 - *you* may also incur fees or charges imposed or incurred by *us*; and
 - *you* must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that we can process the debit payment.
 - *you* should check *your account statement* to verify that the amounts debited from *your account* are correct.

You should check:

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

4.16.4 Lost deposits

To the full extent permitted by law we are not liable for any loss (including consequential loss arising from *our* negligence) arising from the loss or theft of any cheque, payment order, bill of exchange or bank draft deposited with *us*. In addition to other rights, we may recover the amount of any such cheque, payment order, bill of exchange or bank draft by debiting an *account* to which the amount of the cheque, payment order, bill of exchange or bank draft had been credited. If we do, we will notify *you* as soon as possible.

4.17 Safeguarding payment instruments

You should safeguard payment instruments such as *cards*, cheques and bank cheques. Subject to clauses 4.11.10, 4.11.11, 4.11.12 and 4.23 you will be liable for all transactions arising from the use of a payment instrument until *you* have advised *us* of its loss, theft or misuse. If any of the above payment instruments are lost, stolen or misused, *you* should contact *us* immediately.

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

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

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

4.18 Guidelines – access method security

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

4.18.1 Keeping your cards and codes secure

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

The security of *access methods*, in particular, *cards*, *PINs* and *PACs* (or any other code) is very important. *Users* must make every effort to see that *their card*

and any record of their *PIN*, *PAC* or other code are not misused, disclosed, lost or stolen. These guidelines are designed to assist *you* with security and to reduce the incidence of losses that *you* or *we* may incur.

4.18.2 Security guidelines generally

Users should:

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

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

Users should not record a disguised *PIN* on their *card* or record a disguised *PAC* or other code used

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

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

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

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

4.19 Business accounts and the *EFT Code*

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

4.20 Changes to *terms and conditions* – *transaction services*

We may change these *terms and conditions* from time to time, including to:

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

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

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

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

4.21 Complaints in relation to *transaction services*

4.21.1 Complaints in relation to *EFT transactions*

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

- (a) The *user* must notify *us* promptly by telephoning *us* on the relevant numbers set out in the Contact details section of this *Product Guide* and must as soon as possible thereafter supply *us* with written confirmation of the complaint.
- (b) If we are unable to resolve the matter immediately, the *user* will be given written advice of *our* procedures to investigate and handle the matter and will be required to give details of all relevant information regarding the complaint.
- (c) Within 21 days of receiving the complaint, we will advise the *user* in writing of either the outcome of the investigation or the need for more time to complete *our* investigation.
- (d) In all but exceptional cases, we will take less than 45 days to complete *our* investigation.

- (e) If it is going to take longer than 45 days to resolve the complaint, we will:
 - (i) inform the *user* of the reasons for the delay
 - (ii) provide the *user* with *monthly* updates on progress with the complaint, and
 - (iii) specify a date when a decision can be reasonably expected, unless we are waiting for a response from the *user* and the *user* has been advised that we require such a response.
- (f) When we complete *our* investigation, we will promptly inform the *user* of:
 - (i) the outcome
 - (ii) *our* reasons for *our* decision, with reference to relevant provisions of the *EFT Code*
 - (iii) except where the complaint has been resolved completely in the *user*'s favour, the further action the *user* can take in respect of the *EFT Code* including other avenues of dispute resolution that are available and the relevant contact details. This advice will be in writing unless the complaint is settled immediately to the satisfaction of the *user* and *us*.
- (g) If we decide that an *account* has been incorrectly debited or credited, having regard to the provisions of the *EFT Code* we will where appropriate adjust the *balance* of the *account* (including appropriate adjustments for any interest and/or charges) and tell *you* in writing of the amount by which the *account* has been debited or credited as a result.
- (h) If we decide that *you* are liable under clauses 4.23 or 4.24 of this *Product Guide* for at least part of the amount of the transaction subject to complaint, we will make available to *you* copies of any document or other evidence (including information from the log or audit trail relating to the transaction) relevant to the outcome and will also advise *you* in writing whether there was a system or equipment malfunction at the time of the transaction.
- (i) Where we decide to resolve a complaint concerning an “unauthorised transaction” under clauses 4.23.2 or 4.23.3 and within 7 *business days* of receipt of the complaint, adjust *your account* pursuant to subclause (h) above to give effect to that decision and provide the *user* with the information required by subclauses (g) and (h) above, we are not required to comply with subclauses (b), (c) or (i) above in respect of the complaint concerning the unauthorised transaction.

4.21.2 Business accounts

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

4.22 Your obligations

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

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

4.23 Liability for unauthorised *EFT transactions*

4.23.1 Application of this clause

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

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

4.23.2 When you are not liable for losses

You are not liable for losses resulting from unauthorised transactions:

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

You are also not liable for any losses:

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

4.23.3 When you are liable for losses

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

- (a) Where we can prove on the *balance* of probability that a *user* contributed to the losses through the *user's* fraud or the *user's* contravention of the *rules for user codes* in clause 4.23.4, you are liable for the actual losses which occur before we are notified that a *card* forming part of the *access method* has been misused, lost or stolen or that the security of the *codes* forming part of the *access method* has been breached, but you are not liable for any loss that exceeds transaction or *account* limits as follows:
 - i) that portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s)
 - ii) that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period
 - iii) that portion of the total losses incurred on any *account* which exceeds the *balance* of that *account* (including, where the *EFT Code* allows, any prearranged credit)
 - iv) all losses incurred on any *accounts* which you and we had not agreed could be accessed using the *access method*.

Where an *access method* includes more than one *code* and we prove that a *user* contravened the *rules for user codes* by voluntarily disclosing or by keeping a record of one or more *codes* but not all the *codes* in the *access method*, you are liable under this subclause:

- (a) only if we also prove on the *balance* of probability that the *user's* contravention of the *rules for user codes* was the dominant contributing cause of the losses.
- (b) The *user's* unreasonable delay in giving notice where we can prove on the *balance* of probability that a *user* has contributed to losses resulting from unauthorised transactions by the *user's* unreasonable delay in notifying *us* after becoming aware of the misuse, loss or theft of a *card* forming part of the *access method*, or that the security of all of the *codes* forming part of the *access method* has been breached, you are liable for the actual losses which occur between when the *user* became aware (or should reasonably have been aware in the case of a lost or stolen *card*) and when we were actually notified, but are not liable for any losses that exceed the transaction or *account* limits described above in paragraphs (i), (ii), (iii) or (iv) of clause 4.23.3(a).

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

4.23.4 Rules for user codes

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

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

Where we expressly:

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

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

4.24 Liability in cases of system or equipment malfunction

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

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

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

4.25 Liability – other transactions

You are liable for any *card* transaction:

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

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

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

4.26 Indemnity from *you*

Unless *your* liability is limited by another term in this *Product Guide*, *you* agree to indemnify *us* against any loss, damage, liability, costs, charge or expense that we may suffer or incur directly or indirectly because of:

- (a) Any claim, demand or action of any kind brought against *us* arising directly or indirectly from *you* not observing any of *your* obligations set out in this *Product Guide*
- (b) *You* acting negligently or fraudulently in connection with the agreement constituted by these *terms and conditions*
- (c) *Us* acting on instructions given by a *user* or for which *you* are otherwise liable under these *terms and conditions*
- (d) Any loss, misuse, defacement or destruction of a *card* issued to a *user*
- (e) Any loss, defacement or destruction of any *cheque* issued to a *user*
- (f) *Us* refusing to allow payment of a *cheque* in good faith in the ordinary course of business
- (g) A stop payment request being given too late to enable the payment to be stopped

- (h) The appointment of or any action taken or notification given by an *authorised operator*
- (i) Any action taken on instruction received by fax or telephone whether or not any instructions were actually given by *you*
- (j) The operation or use of any good or service provided by *us* and made available to a *user*
- (k) A withdrawal request, however made and including by *cheque*, which is agreed to by *us* and for which there are insufficient cleared funds in *your account*
- (l) *You* stopping payment on a *cheque*, or
- (m) Any computer viruses, program bugs and similar causes where such loss, damage, liability, cost, charge or expense arises as a direct or indirect consequence of use by a *user* of a *Home Banking Service*.

4.27 Implied conditions and warranties

Some legislation (including the Trade Practices Act 1974 and the Australian Securities and Investments Commission Act 2001) implies conditions and warranties into particular types of contract, and some legislation does not permit such conditions and warranties to be excluded, restricted or modified. The *terms and conditions* contained in this section are limited such that they do not exclude, restrict or modify any of those rights.

However, so far as the law allows, we do not make any representations or give any warranties about the *transaction services* being provided with due care and skill or being reasonably fit for the purpose for which they are supplied.

To the extent permitted by law *our* liability for any breach of a condition or warranty is limited to:

- In the case of goods, the replacement or repair of the goods or the cost of replacing or repairing such goods,
- In the case of services (including financial services), the supplying of the services again or the payment of the cost of having these services supplied again.

Circumstances in which the law would permit *us* to limit *our* liability for these implied conditions and warranties might include where *you* acquire a service for business purposes and *you* cannot establish that it would be unfair or unreasonable for *us* to rely on such limitation of *our* liability.

5. Part E – Fees and charges

5.1 Fees and charges payable

You agree to pay *us*:

- All fees and charges described in this *Product Guide* plus any new fees and charges we impose under the *terms and conditions*, and
- Government charges, including all additional government stamp and other duties and charges payable on receipts or withdrawals under these *terms and conditions*, including, where applicable, on credit business in Queensland (these duties

and charges are payable by you at the time, as a matter of law, they are required to be paid), and

- Any expenses we incur in enforcing the *terms and conditions of your account*. You authorise *us* to debit any of these amounts to *your account*. We may do so on or after the date we pay them or the date they become due or payable by *you* or *us* (whichever is earlier). We can at any time choose not to collect a fee or charge from *you*. This does not prejudice *our* right to collect the fee or charge in the future. The amount or frequency or time of payment of a fee or charge may change or a new fee or charge may be imposed in accordance with these *terms and conditions*.

5.1.1 General fees and charges

General fees and charges			
Bendigo Bank ATM withdrawal	Charged for each withdrawal, transfer or enquiry made at a Bendigo Bank ATM	\$1.25	
EFTPOS purchase and/or withdrawal	Charged for each <i>purchase and/or withdrawal</i> you make via EFTPOS	\$0.50	
Personal cheque withdrawal	Charged for each personal cheque <i>you write and is drawn on your account</i>	\$0.70	Charged to <i>your account</i> on the last <i>banking day</i> of each <i>month</i>
Bank@Post withdrawal	Charged for each withdrawal you make via <i>Bank@Post</i>	\$2	
Branch withdrawal, transfer or encashment of a personal cheque	Charged for each <i>branch withdrawal, transfer or encashment</i> of a personal cheque	\$2	

5.1.2 Cheque fees

Cheque fees			
Bank cheque withdrawal	Charged for each bank cheque that <i>you</i> request	\$10	
Cheque special clearance	Charged when <i>you</i> request special clearance of funds from a cheque drawn on an Australian bank account and deposited into <i>your account</i> . Note: We cannot guarantee a reduced clearance time for this service	\$15	
Foreign cheque clearance	Charged when <i>you</i> deposit a cheque drawn from a foreign bank, where the amount is greater than \$100,000 Australian dollars	\$100	
Cheque search fee	Charged when <i>you</i> request <i>us</i> to provide <i>you</i> with a copy of, or access to, a cleared personal or bank cheque drawn on <i>your account</i>	\$60 per hour (min charge \$15)	Charged immediately to <i>your account</i>
Stale bank cheque search fee	Charged when a bank cheque that the bank has written is presented for payment more than 15 months from the date that it was written	Nil	
Stop payment of personal cheque	Charged to <i>your account</i> when <i>you</i> request that a stop payment be placed on a personal cheque	\$10	
Stop payment of Bank cheque	Charged to <i>your account</i> when <i>you</i> request that a stop payment be placed on a Bank cheque, which prevents anyone from cashing the cheque (only available in limited circumstances)	\$20	
Foreign currency cheque conversion fee	Charged for each cheque that is in a foreign currency and that <i>you</i> deposit into <i>your account</i>	\$10	

5.1.3 Other fees

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

5.1.4 Documentation and search fees

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

5.1.5 Default and dishonour fees

Default and dishonour fees			
Direct Debit dishonour	Charged when there are insufficient funds in your account to cover an inward direct debit	\$40	
Outward cheque dishonour	Charged when there are insufficient funds in your account to cover a cheque you have written	\$40	Charged immediately to your account
Inward cheque dishonour	Charged when you deposit a cheque from another party into your account and there are insufficient funds in the account to cover that cheque	\$12	

5.2 How to minimise fees

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

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

Transactions that are free of charge include:

- Cash deposits (including *Bank@Post Agency Banking*)
- Auto deductions (a transfer from one Adelaide Bank account to another Adelaide Bank account)
- *Regular payment plan*
- *BPAY* to Adelaide Bank accounts
- Direct credits
- Express Line (telephone banking) *balance enquiries*
- Online banking *balance enquiries*
- Bendigo Bank ATM *balance enquiries*.

5.3 Government charges

Tax file number (TFN) withholding tax

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

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

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

6. Part F – General matters

6.1 Insolvency and bankruptcy

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

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

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

6.2 Default

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

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

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

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

If you are in default, we may use any money you have in this account or in another account with us towards repaying the *total amount owing* (this is known as a contractual right to “combine accounts”). We may combine accounts without giving you any notice but we will advise you afterwards. This provision does not affect any rights we have to combine accounts which arise by operation of law.

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

6.3 Combining accounts and set-off

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

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

However, this would not happen where, for example:

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

In some cases there are limits to the extent to which accounts may be combined where a Code of Conduct, by which we are bound, limits account combination (for example, the Centrelink Code of Operation).

We will promptly tell you if we have combined any of your accounts, but we are not liable to do so beforehand. You cannot presume an overdrawn account will be combined by us with an account which is in credit (for example, in order to cover cheques you have drawn on the overdrawn account) unless we have agreed to this. Subject to any statutory right of set-off which we cannot exclude by agreement, you must pay us all amounts due under these terms and conditions in full without setting off amounts you believe we owe you and without counterclaiming amounts from us. We may set off any amounts we owe you against money you owe us.

6.4 Taxation and social security

6.4.1 Assessable income

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

6.4.2 Tax file number (TFN) notification

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

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

6.4.3 Social security

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

6.5 Financial difficulty

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

6.6 Incapacity

If we are satisfied that:

- You have become of unsound mind or incapable of managing your affairs through age or infirmity or any other reason, and
- No committee, receiver or guardian has been appointed although the contrary may be the fact,

We may permit a withdrawal by any person who appears, to our satisfaction, to have the care or custody of you or the management of your affairs of the whole or any portion of the deposit balance of your account. Such withdrawal shall be taken to be a valid act by you and the receipt of funds by such person shall be binding upon you. We shall not be liable to any person including you in respect of any such withdrawal.

6.7 Equitable interests

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

6.8 Adjustments

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

6.9 End of day

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

6.10 Variations and waivers

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

6.11 Time

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

6.12 How we may exercise *our* rights

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

To the full extent permitted by law, we are not liable for loss (including consequential loss) caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy.

6.13 Our certificates

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

6.14 Assignment

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

6.15 Trade hold authority

Where *your* financial adviser or stockbroker is an *authorised operator* on *your account* you agree that:

- Any financial adviser or stockbroker who has full access *authorised operator* status on *your account* may place, maintain and remove a hold on the funds in *your account*. We may place, maintain and remove a hold, but only under instructions from *you* which are accompanied by a written authority to also remove *your* financial adviser or stockbroker as a full access *authorised operator* on the *account*. When a hold is placed, whoever places the hold will nominate a release date for the hold.
- A hold will make the funds that are the subject of the hold unavailable to *you* for the duration of the hold and may thus affect the *available balance* of *your account*. This may prevent transactions from being processed.
- Some transactions that could be prevented due to a hold being placed on funds may incur a fee (e.g. cheque dishonours, direct debit dishonours) and neither *your* financial adviser, *your* stockbroker, or *us* takes any responsibility for fees incurred by *you* as a result. Refer to the fees and charges section of this *Product Guide* for details of dishonour fees.
- A hold can only be placed on available funds.
- The hold will be removed and funds will be available at the close of business on the last *banking day* preceding the nominated release date.

- A hold on funds in the *account* will be removed when it is deleted by whoever is properly authorised to remove that hold, it is deleted by *us* under instructions from *you* when accompanied by a written authority to also remove *your* financial adviser or stockbroker as a full access *authorised operator* on the *account*, a transaction is processed during the hold period equal to the held amount or the hold period elapses.
- A *statement of account* will not provide a record of holds placed on funds in the *account*.
- A record of elapsed holds is not kept by *us*.

6.16 Inconsistent legislation

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

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

6.17 Applicable law

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

7. Part G – Glossary and interpretation

Interpretation

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

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

Glossary

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

access method

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

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

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

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

adviser includes an Accountant, Solicitor, or Australian Financial Services Licence holder, with whom we have an arrangement.

annual percentage rate means a per annum rate of interest.

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

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

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

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

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

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

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

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

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

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

BPAY payment means a payment made through *BPAY*.

branch means any branch of Bendigo and Adelaide Bank Limited

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

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

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

cash advance means each amount:

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

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

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

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

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

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

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

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

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

EFT Code means the Electronic Funds Transfer Code of Conduct.

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

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

electronic equipment includes electronic terminal, computer, television and telephone.

Full Access Operator means an *authorised representative* with full access to *your investment* who is able to perform the functions set out in section 3.4.

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

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

insolvency event means where:

- (a) a receiver, receiver and manager, liquidator, provisional liquidator, trustee, administrator, controller, or inspector is appointed under any legislation, or similar official is appointed in respect of *you* or any of *your property*, or where any security over any substantial part of *your assets* are enforced;
- (b) *you* cease to carry on all or substantially all of *your business*, are unable to pay *your debts* when due, or are deemed unable to pay *your debts* under any law, or make an assignment for the benefits of, or enter into or make any arrangements or compromise with, *your creditors* or threaten to do so, or stop payments to *your creditors* generally;
- (c) *you* become, or are deemed to be *insolvent* or bankrupt; and

(d) a distress, attachment or other execution is levied or enforced upon or commenced against any substantial part of *your assets* and is not stayed within 14 days.

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

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

Limited Access Operator means an *authorised representative* with limited access to *your investment* who is able to perform the functions set out in section 3.4.

month or **monthly** means calendar month.

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

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

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

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

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

PAC means a personal access code or number issued to a *user* by *us* to enable the use of a *Home Banking Service* through *electronic equipment*.

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

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

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

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

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

Product Guide means this booklet.

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

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

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

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

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

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

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

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

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

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

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

How to complete the Application Form:

Legend

Mandatory

Optional

Not required

Section	Comments	Individual or joint	Individual/joint – Super Fund/Trust	Company
	Account name – Example NB: Individual/Joint/directors details	Mr J Smith	Mr J & Mrs G Smith ATF John Smith Super Fund	Smith Pty Ltd
A	Customer details NB: Individual/Joint/directors details	Mandatory – Individual(s) details: name, address, contact number and date of birth.	Mandatory – Trustee(s) details: name, address, contact number and date of birth.	Mandatory – Director(s) details: name, address, contact number and date of birth.
B	Mailing (postal) address details. NB: This is where correspondence will be sent	Optional	Optional	Optional
C	Company/ Sole Trader/ Business details	Not required	Not required	Mandatory – All fields. NB: Only complete shareholders details if applicable.
D	Trust/ Superannuation fund details	Not required	All fields mandatory	Not required
E	Association/ Co-operative details	Not required	Not required	Not required
F	Partnership details	Not required	Not required	Not required
G	Government Body details	Not required	Not required	Not required
H	Investment details NB: Cashcard and Cheque book requests	All fields mandatory	All fields mandatory	All fields mandatory
I	Investment operating instructions details	Optional	Optional	Optional
J	Tax file number (TFN) / exemptions details	Individual(s) TFN required	Super fund or Trust TFN required	Company TFN required
M	Appointment of your Financial Adviser Firm. NB: Indicate what level of authority you wish to provide to your adviser	The customer must sign Section M and must indicate by ticking the applicable box what level of authority they wish to provide to their adviser.	The customer must sign Section M and must indicate by ticking the applicable box what level of authority they wish to provide to their adviser.	The customer must sign Section M and must indicate by ticking the applicable box what level of authority they wish to provide to their adviser.
M	Customer signature	Mandatory	Mandatory	Mandatory
N	Adviser/KYC details. NB: Adviser to sign indicating KYC completed	All fields mandatory	All fields mandatory	All fields mandatory

	Company – Super Fund/ Trust	Association/ Co-operative	Partnership	Government Body	Estate of the late
	Smith Pty Ltd ATF John Smith Super Fund	Adelaide Tennis Club	J Smith Trading as ABC Business	ABC Board	Estate of the late Sue Joan Smith
	Mandatory – Director(s) details – name, address, contact number and date of birth.	Either the chairman, secretary or treasurer to complete: name, address, contact number and date of birth.	Partners to complete name, address, contact number and date of birth.	Authorised officer of the Government Body to complete name, address, contact number and date of birth.	Executors to complete name address, contact number and date of birth.
	Optional	Optional	Optional	Optional	Optional
	Mandatory – All fields. NB: Only complete shareholders details if applicable.	Not required	Not required	Not required	Not required
	All fields mandatory	Not required	Not required	Not required	Estate of the late details to be provided
	Not required	All fields mandatory	Not required	Not required	Not required
	Not required	Not required	All fields mandatory	Not required	Not required
	Not required	Not required	Not required	All fields mandatory	Not required
	All fields mandatory				
	Optional	Optional	Optional	Optional	Optional
	Super fund or Trust TFN required	Association or Co-operative TFN required	Partners or Partnership TFN required	Government body TFN required	Estate of the late TFN required
	The customer must sign Section M and must indicate by ticking the applicable box what level of authority they wish to provide to their adviser.	The customer must sign Section M and must indicate by ticking the applicable box what level of authority they wish to provide to their adviser.	The customer must sign Section M and must indicate by ticking the applicable box what level of authority they wish to provide to their adviser.	The customer must sign Section M and must indicate by ticking the applicable box what level of authority they wish to provide to their adviser.	The customer must sign Section M and must indicate by ticking the applicable box what level of authority they wish to provide to their adviser.
	Mandatory	Mandatory	Mandatory	Mandatory	Mandatory- All executors must sign
	All fields mandatory				

When you complete the form please:

- Use a black pen
- Write in CAPITAL LETTERS
- Answer all questions
- Sign the back page

Options available to submit your completed application and any additional documentation:

Email: moneymat@adelaidebank.com.au

or

post to:

Adelaide Bank Cash Solutions
GPO Box 1048, Adelaide SA 5001

Other information:

Your personal details

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

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

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

In most cases you can gain access to your personal information. Please telephone 1800 224 124 if you have any queries about your personal information.

Anti-money laundering

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

Identification

- *Your adviser will identify you on our behalf and request the appropriate identification documents. No additional identification documentation is required to be sent to us.*

2. Title	First name	Middle name												
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>	<input type="text"/>												
Surname														
<input type="text"/>														
Residential address (PO Box is not acceptable)														
<input type="text"/>														
Town/Suburb							State			Postcode				
<input type="text"/>							<input type="text"/> <input type="text"/> <input type="text"/>			<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>				

D: Trust/Superannuation fund

Full name of Trust/Superannuation Fund

ABN

Country in which Trust was established

Type of Trust (e.g. Managed Investment Scheme, Regulated Trust, Self Managed or Government Superannuation Fund, other - please specify)

Details of Beneficiary

Trusts licensed and subject to Australian regulatory oversight do not need to complete this section (e.g. Managed Investment Scheme, Superannuation Funds). If there are more than two Beneficiaries attach additional page(s). All trustees must complete section A when applicable.

Figure 1. The 2009–2010 school year in the United States.

If the terms of the Trust identifies the beneficiaries by reference to membership of a class, provide details of the class(es):

Page 1 of 1

F: Partnership

Full name of Partnership

Registered business name of Partnership

Country in which Partnership was established

Details of Partner(s)

Each Partner must complete the individual customer identification requirements, refer to section A. Where the Partnership is a member of a professional association only one Partner is required to complete the individual customer identification requirements. If there are more than two Partners attach additional page(s).

G: Government bodies

Full name of Government Body

Address of principal place of operations (PO Box is not acceptable)

Town/Suburb

State

Postcode

Is this Government Body established under legislation of the?

Commonwealth of Australia

Australian State or Territory (please specify)

H: Investment details

\$ (minimum \$1,000.00) Note: Cash is not accepted

Transactions Services

If you would like a cheque book would you like?

35 Cheques

75 Cheques

Would you like a Cashcard(s) for each customer?

Please complete the following details if you require a Cashcard(s).

Customer 1

Mothers Maiden Name (for security/identification purposes)

Customer 2

Mothers Maiden Name (for security/identification purposes)

(If there are more than two applicants please attach details separately)

If you would like to apply for Regular Payments please complete the Regular Payments Application Form in this Product Guide.

I: Investment operating instructions

Please indicate how you wish to operate your account: Any one of us to sign All of us to sign

If you select "any one of us to sign", each of you (including any person you appoint as an operator) will be able to transact on or otherwise operate your account independently of the others. If you select "all of us to sign", you will not be able to operate your account using Express Line telephone banking, online banking or using a Cashcard. You can change the account operating authority at any time by written request signed by all account holders.

If you do not select an option we will assume that “any one of us to sign” option will apply.

J: Tax file number collection and exemption

Refer to “How to complete the Application Form” on completing this application

It is not an offence if you decide not to supply us with your tax file number (TFN). However, if you do not supply us with your TFN we will be required to deduct withholding tax from distribution returns paid to you, calculated at the highest marginal tax rate plus the Medicare Levy, and forward it to the Australian Taxation Office.

I Individual J Joint P Partnership C Company
T Trust S Superannuation Fund G Government Body

Name of customer 1 (or entity)

Tax file number

Name of customer 2

Tax file number

A horizontal row of twelve empty rectangular boxes, each with a thin black border, intended for handwritten names.

If you wish to claim an exemption from quoting a tax file number(s), please indicate the type of exemption you wish to claim.

Age, service, invalid or veteran's pension Other pension (e.g. wife, carer, widow) Entity not required to lodge a tax return

If you are a territory resident, we will deduct non-resident withholding tax from distribution returns paid to you providing that you have supplied us with your territory address. If we do not receive your territory address, we will be required to deduct tax from distribution returns paid to you, calculated at the highest marginal rate plus the Medicare Levy.

If you are a territory resident for tax purposes please complete the following.

Territory resident

Address of principal place of operations (PO Box is not acceptable)

A horizontal row of 20 empty square boxes, intended for children to draw a picture for each letter in the word 'WATER'.

Town/Suburb

State

Postcode

K: Your personal information

We, Adelaide Bank, collect your personal information to assess your application and to provide you with the product or service that you have requested. We may also use your personal information to carry out marketing activities, research and product development. We treat your personal information as confidential and only disclose it to others where necessary. For example, we usually disclose your information to organisations to whom we outsource functions such as mailing and printing houses, to IT providers, to account holders and operators and to your adviser or broker. Your information may also be disclosed to related companies within the Bendigo and Adelaide Bank Group, where its confidentiality is maintained at all times. We do not sell, rent or trade your personal information. In most cases you can gain access to your personal information. Should you wish to do so, or if you have any queries about your personal information, please contact us.

If you do not wish to receive offers unrelated to your Adelaide Bank product and services, please tick here

L: Declaration and signatures

I/We the undersigned:

1. Confirm that I/we have received, read and understood the Cash Management Account Product Guide and agree to be bound by it.
2. Apply to open the account described on this application form.
3. I/We authorise Bendigo and Adelaide Bank Limited to provide an adviser, whose details appear on this form (or any new adviser that I/we appoint), with limited access to my account enabling that adviser to access personal or financial information that relates to my/our application or account including copies of documents issued in relation to the account. If the adviser is a company or partnership, I/we authorise Bendigo and Adelaide Bank Limited to provide such information to any officer, employee or partner of the company or partnership.
4. Declare that the details on this application form are true, correct and complete.

M: Appointment of your financial adviser firm

Would you like to appoint your financial adviser firm whose stamp appears on this form, and their partners, officers, employees, agents and service providers to have Limited or Full Access Operator status on your account?

- I/we wish to appoint my/our financial adviser firm whose stamp appears on this form to fully operate this account through their partners, officers, employees, agents and service providers.
- I/we wish to appoint my/our financial adviser firm to have limited account access. They may receive information online or via the phone but unable to perform any transactions.

Customer 1:

Full name:

Corporate title (if applicable):

Signature

Date

 / - / - / /

Customer 2:

Full name:

Corporate title (if applicable):

Signature

Date

 / - / - / /

N: MANDATORY ADVISER SECTION - Know Your Customer Details

Adviser name:

Dealer group/Firm name:

A horizontal row of 20 empty square boxes, followed by a group of 3 empty square boxes.

State:

Broker code:

A horizontal row of 20 empty square boxes, intended for children to draw or write in.

Client reference number:

By signing this section, I acknowledge and confirm that I have identified the customer(s) in accordance with the applicable 'Know Your Customer' requirements.

Signature

1. **What is the primary purpose of the study?**

Adviser stamp

Date

- - - - -





Proudly part of



**Bendigo and
Adelaide Bank**

Bendigo and Adelaide Bank Limited ABN 11 068 049 178 169 (S40858) BEN50ABPG004 (07/12)

 **BendigoWealth**
cash solutions