

# Bendigo Personal Accounts.

## Terms & Conditions.

30 July 2021

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## Bendigo Bank

### Personal Accounts Terms and Conditions

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

#### 1. These terms and conditions

These Terms and Conditions should be read together with our Schedule of Fees, Charges and Transaction Account Rebates and Schedule of interest rates for Personal Accounts and apply to the following personal deposit accounts:

- Bendigo Now Account
- Bendigo Future Account

You accept these Terms and Conditions and agree to be bound by them when you open an Account.

If we agree to provide you with a Payment Facility to access your Account our Personal Payment Facilities Terms and Conditions also apply in addition to these Terms and Conditions in relation to your use of the Payment Facility.

The following Payment Facilities may be available depending on your Account type:

- Debit Card (including through Digital Wallets);
- Bendigo Phone Banking;
- Bendigo e-banking;
- Internal Transfers;
- Pay Anyone (including Osko and Fast Payments);
- PayID;
- BPAY<sup>®1</sup> and BPAY View;
- Automatic Payments (including Periodical Payments, Sweep Facilities, and Direct Debits); and
- Telegraphic Transfers.

The Key Features Table below indicates which Payment Facilities are available for your type of Account.

Copies of each of the documents described above are available on request and can be accessed on our website at [www.bendigobank.com.au/disclosure-documents/](http://www.bendigobank.com.au/disclosure-documents/) or by contacting us using the contact details set out at the end of this document.

**Important!** We may make changes to these Terms and Conditions from time to time without your consent. See ‘Changes we may make without your consent’ below for more information.

#### 2. Banking Code of Practice

The relevant provisions of the Banking Code of Practice apply to your Account. A copy of the Banking Code of Practice is available on our website.

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<sup>1</sup> ® Registered to BPAY Pty Ltd ABN 69 079 137 518

### 3. Financial Claims Scheme

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

You may be entitled to a payment under the Financial Claims Scheme in the event we become insolvent.

Payments under the Financial Claims Scheme are subject to a limit for each depositor and eligibility criteria.

Information about the Financial Claims Scheme can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au).

### 4. Key Features Table

The following table sets out the main features, restrictions, and other criteria that apply to different types of Accounts. It also sets out which Payment Facilities are available for each Account type.

You should carefully consider which Account type best suits your needs and objectives before opening an Account.

	Bendigo Now	Bendigo Future
<b>Account Features and Eligibility Criteria</b>		
Account type	Transaction Account	Savings Account
Minimum balance to open	\$1	\$1
Minimum balance to maintain	\$0	\$0
Interest earning	No	Yes
Interest calculated	Not applicable	Daily
Interest credited	Not applicable	Monthly
Deposits permitted	At any time	
Withdrawals permitted	At any time	
May be used as an offset facility	Yes	No
Statement options	eStatements or paper statements available	
<b>Available Payment Facilities</b>		
This section sets out the Payment Facilities that may be used to access each type of Account. Separate terms and conditions apply to the use of each Payment Facility see our Personal Payment Facilities Terms and Conditions.		
Debit Mastercard	✓	✗
Youth Debit Mastercard	✓	✗
Bendigo Phone banking	✓	✓
Bendigo e-banking	✓	✓
Internal Transfers	✓	✓
Pay Anyone (including Osko and Fast Payments)	✓	✓
PayID	✓	✓
BPAY & BPAY View	✓	✓
Automatic Payments	✓	✓
Telegraphic Transfers	✓	✓
Cheque facility	✗	✗

✓ = Available ✗ = Not available

## **5. Opening an Account**

### **5.1 How to open an Account**

You can request that we open an Account for you by asking us to do so and completing and providing any application form or providing us with any information that we request you provide us.

We may refuse to open or provide you with an Account in our discretion.

### **5.2 Eligibility**

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

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

If you use your Account for a purpose that is not permitted or you cease to satisfy any ongoing eligibility criteria for your Account type, you agree that we may convert your Account to a similar Account type which allows that use or for which you are eligible. Alternatively, we may exercise our right to close your Account (see 'Closing your account' below).

### **5.3 Identity verification**

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

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

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

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

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

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

### **5.4 Tax File Number**

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

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

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

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

## **5.5 Accounts for trusts**

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

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

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

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

## **5.6 Accounts for deceased estates**

If you open an Account in your capacity as the executor or administrator of a deceased estate, we may at any time request that you provide us with information or documents about the deceased estate which may include providing us with the original or a certified copy of any of the following:

- the death certificate of the deceased person;
- the will of the deceased person (if there is one);
- the grant of probate or letters of administration; or
- any Court order affecting the deceased estate.

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

If you open an Account in your capacity as the executor or administrator of a deceased estate you indemnify us against any claim made against us in relation to, or arising out of, the deceased estate, both personally and in your capacity as executor or administrator, including any claims relating to deposits to or withdrawals from the Account.

## **6. Accessing and using your Account**

### **6.1 Deposits**

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

- cash or cheque deposits at a Bendigo Bank branch (excluding cashless branches);
- by electronic funds transfer to your Account (including by telegraphic transfer to your Account from an international account); and
- by using a Payment Facility we have made available to use in relation to your Account that facilitates deposits being made to your Account (see our Personal Payment Facilities Terms and Conditions for details about which Payment Facilities allow you to make deposits).

Some deposit methods may not be accessible outside of Australia.

Further information about the ways in which you can make deposits and details about which of our branches are cashless is available on our website.

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

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

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

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

## **6.2 Withdrawals**

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

- requesting a cash withdrawal at a Bendigo Bank branch (excluding cashless branches);
- requesting a bank cheque at a Bendigo Bank branch (excluding cashless branches); or
- using a Payment Facility we make available for use with your Account to make a payment or transfer or withdraw funds.

Further information about the ways in which you can make withdrawals and details about which of our branches are cashless is available on our website.

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

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

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

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

### **Bank cheques**

A bank cheque is a cheque we draw on us.

If you make a withdrawal by requesting a bank cheque you will need to provide us with the details of the payee to whom you want the cheque made payable and the amount you want to withdraw. You are responsible for ensuring the details you give us are correct.

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

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

### **6.3 Payment facilities**

The Payment Facilities that are available for your Account type are set out in the Key Features Table.

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

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

You authorise us to credit or debit (as the case may be) your Account with all transactions performed using a Payment Facility that we make available for use with your Account and agree that you will be responsible and liable for these transactions in accordance with our Personal Payment Facilities Terms and Conditions.

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

### **6.4 Foreign currency deposits and withdrawals**

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

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

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

Our foreign exchange rates change from time to time and are published on our website (see [www.bendigobank.com.au/calculators/foreign-exchange/](http://www.bendigobank.com.au/calculators/foreign-exchange/)).

If you wish to make a cash deposit in a foreign currency into your Account, you may request to do so at a Bendigo Bank branch (excluding cashless branches). However, we may accept or decline your deposit in our discretion or impose reasonable conditions such as setting a limit on the amount that may be deposited. If we accept your foreign currency deposit it will be credited to your Account in Australian dollars as set out above.

See our Schedule of Fees, Charges and Transaction Account Rebates for fees that apply to foreign currency cash deposits.

You cannot make in-branch cash withdrawals from your Account in a foreign currency.

### **6.5 Third party access to your Account and operating instructions**

At your request, we may allow you to authorise one or more additional people to access and operate your Account as an Authorised Signatory, Authorised User or Additional Cardholder.

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

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

<b>If you authorise a person to act as an...</b>	<b>They will be able to...</b>
Authorised Signatory	Access and update information, perform transactions (including withdrawals), give us instructions and request that we issue Payment Facilities (including to themselves) in relation to your Account in the same way you can.  However an Authorised Signatory cannot appoint or remove other people as Authorised Signatories, Authorised Users and Additional Cardholders in relation to your Account.
Authorised User	View certain information through Bendigo Phone Banking and/or Bendigo e-banking (you can choose to give the person access to one or both). However, an Authorised User cannot perform transactions in Bendigo Phone Banking and Bendigo e-banking.
Additional Cardholder	Access information about your Account and perform transactions on your Account using a debit card we issue to the Additional Cardholder (on the terms and conditions set out in our Personal Payment Facilities Terms and Conditions).

If you authorise more than one Authorised Signatory in relation to your Account you must specify how many Authorised Signatories will need to authorise a transaction on, or provide instructions to us for, your Account. These instructions are called the operating instructions for your Account.

If you are a company, body corporate, club or incorporated association, we may require that the appointment of an Authorised Signatory or the provision of operating instructions to us in relation to your Account be under common seal or by a resolution of your board of directors or other governing body.

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

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

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

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

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

- we reasonably suspect the authorisation given by you to appoint the person was not valid;
- the person has breached any of these Terms and Conditions;
- the person does not provide us with information that we reasonably ask the person to provide to us;

- we receive notice of the person's mental incapacity, bankruptcy, or death;
- we become aware of a dispute which in our opinion has a bearing on the Account;
- we reasonably believe doing so is necessary to prevent you or us suffering loss;
- we reasonably believe doing so is necessary to prevent financial or physical abuse; or
- we become aware of domestic or family violence or abuse which in our opinion has a bearing on the Account.

When you or we remove a person as an Authorised Signatory, Authorised User or Additional Cardholder from your Account, we will cancel all Payment Facilities issued to the person to access or operate on your Account. However, you will remain liable for all transactions, including all fees and charges incurred, by the person and the person's use of any Payment Facility up to the time the cancellation becomes effective and the Payment Facility can no longer be used.

## **6.6 Overdrawing your Account**

You must ensure that your Account does not become overdrawn.

If we have not agreed to provide you with an overdraft facility in connection with your Account, your Account will be considered overdrawn while the balance of your Account is less than nil (\$0.00) and the overdrawn amount is the debit balance of your Account.

If we have agreed to provide you with an overdraft facility in connection with your Account, your Account will be considered overdrawn while the debit balance of your Account exceeds the credit limit of the overdraft facility we have agreed to provide you and the overdrawn amount is the difference between the debit balance of your account and the credit limit of the overdraft facility.

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

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

If we have agreed to provide you with an overdraft facility in connection with your Account, interest will accrue:

- on the debit balance of your Account up to the credit limit of the overdraft facility we have agreed to provide you, pursuant to the terms and conditions of the overdraft facility we have agreed to provide you; and
- on the overdrawn amount at the aggregate of the interest rate that applies under the terms and conditions of the overdraft facility we have agreed to provide you and our Overlimit Rate as set out in our Schedule of interest rates for Personal Accounts.

If we have not agreed to provide you with an overdraft facility in connection with your Account, interest will accrue on the overdrawn amount at the aggregate of our Overdrawn Account Rate and our Overlimit Rate as set out in our Schedule of interest rates for Personal Accounts.

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

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

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

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

## **7. Interest earned on your Accounts**

### **7.1 Interest payable to you**

The Key Features Table sets out whether your Account type earns interest. If your Account does earn interest, we will pay you interest on the credit balance of your Account as set out in this clause. We will not pay you interest if your Account type does not earn interest or while your Account is being used as an offset account as part of an offset facility.

### **7.2 Interest rates**

The interest rate that applies to your Account is set out in our Schedule of interest rates for Personal Accounts. We may change the interest rate applicable to your Account from time to time in our discretion (see 'Changes' below).

### **7.3 How we calculate interest**

We calculate interest daily by applying the daily percentage rate to the credit balance of your Account at the End of Day. The daily percentage rate is the relevant annual interest rate divided by 365, or in a leap year, 366.

### **7.4 When we credit interest to your Account**

Interest will be credited to your Account at the frequency set out in the Key Features Table for your Account type.

### **7.5 Using your Account as an offset facility**

If the Key Features Table says your Account type may be used as an offset facility, you may request that we link your Account to an eligible Bendigo Home Loan as an offset account. Not all Bendigo Home Loans are eligible to have an offset facility (see your credit contract or contact us to find out if your Bendigo Home Loan is eligible for an offset account).

Your Account may only be linked to an eligible Bendigo Home Loan as an offset account if:

- the Account is not linked to any other Bendigo Home Loan (your Account can only be linked to one Bendigo Home Loan at any particular time); and
- all account holders for your Account are borrowers in respect of the relevant Bendigo Home Loan.

While your Account is linked to an eligible Bendigo Home Loan as an offset facility we will not pay you any interest on the credit balance of your Account (even if the credit balance of your Account exceeds the amount owing in respect of the linked Bendigo Home Loan). Instead, the credit balance of your Account will be used to offset the amount on which interest accrues in respect of the linked Bendigo Home Loan in accordance with the terms and conditions of your credit contract (see your credit contract or contact us for the full details about how your interest offset benefit is calculated).

For example, if your Account is linked to an eligible Bendigo Home Loan as a full offset facility, in calculating the interest payable on your loan account, your loan account balance is fully offset by the balance of your linked Account. This means that in this scenario you only pay interest on the difference between your loan account balance and your offset account balance (your linked Account).

If your Account is linked to an eligible Bendigo Home Loan as an offset facility we may combine the balance of your Account and your linked Bendigo Home Loan at any time. We do not need to notify you before we do so but we will notify you promptly after we do so if we don't tell you in advance.

## **8. Fees and charges**

### **8.1 Schedule of Fees, Charges and Transaction Account Rebates**

You must pay us the fees and charges applicable to your Account and any Payment Facilities used in relation to your Account as set out in our Schedule of Fees, Charges and Transaction Account Rebates.

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

### **8.2 Government charges and duties**

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

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

## **9. Specific types of accounts and features**

### **9.1 Accounts for minors**

In our discretion, we may allow an Account to be opened by or for a minor who is under 18 years of age in the name of the minor.

If the minor is less than 12 years old we will require:

- a parent or guardian's consent to the Account being opened in the name of the minor; and
- a parent or guardian being appointed as an Authorised Signatory for the Account.

By consenting to an Account being opened in the name of a minor as the parent or guardian of the minor, the parent or guardian:

- acknowledges and agrees that the credit balance of the Account is property of the minor;
- agrees that the parent or guardian is responsible for ensuring that the minor complies with these Terms and Conditions in relation to the Account and the terms and conditions that apply to any Payment Facility we make available to the minor with the parent or guardian's consent;
- acknowledges and agrees that statements and notices relating to the Account will be sent addressed to the minor; and
- indemnifies us in relation to any loss, damage or cost we incur in relation to the parent or the guardian or the minor accessing or using the Account or a Payment Facility we provide in relation to it.

We may impose additional conditions on an Account opened for a minor in our discretion. If we do so, we will tell the parent or guardian what those conditions are before the Account is opened or give notice of those conditions as set out in the 'Notice of changes' section below.

While the minor is less than 12 years old, we will only provide the minor with access to the Account in accordance with instructions given by a parent or guardian who is appointed as an Authorised Signatory on the Account.

After a minor turns 12, or where an Account is opened by a minor who is aged 12 or older:

- by opening or continuing to use the Account, the minor agrees to these Terms and Conditions;
- it is not necessary to have a parent or guardian as an Authorised Signatory on the Account; and
- the minor may access information, conduct transactions and give us instructions (including to remove a parent or guardian as an Authorised Signatory on the Account) without the consent of any parent or guardian (including a parent or guardian who consented to the opening of the Account).

## **9.2 Joint Accounts**

This clause applies if your Account is a Joint Account.

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

The account holders of a Joint Account may jointly provide us with operating instructions for the Account specifying how many account holders and/or Authorised Signatories of the Joint Account are required to operate on the Joint Account. This includes authorising a withdrawal from the Joint Account, appointing an Authorised Signatory on the Joint Account, and closing the Joint Account.

The types of Payment Facilities that are available in relation to a Joint Account will depend on the operating instructions that apply to the Account.

Unless all account holders of a Joint Account jointly provide us with operating instructions for the Joint Account that provide otherwise, the Joint Account may only be operated by the joint instructions of all joint account holders.

At any time, any account holder of a Joint Account may request, by contacting us using the details at the end of this document, that we remove the operating instructions on the Joint Account so that the account can only be operated on the joint instructions of all joint account holders. If we receive such a request in relation to a joint account, we will action it as soon as reasonably practicable.

We may also remove the operating instructions that apply to a Joint Account so that the Account can only be operated on the joint instructions of all joint account holders if:

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

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

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

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

## **10. Transaction processing, confirmations, adjustments, reversals, rejections and delays**

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

You agree that where we are required to provide you with a confirmation of a transaction relating to your Account it may be provided to you by Bendigo e-banking or Bendigo Phone Banking if you have access to either of those services. You may also request confirmation of a transaction at any of our branches.

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

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

If we adjust a debit or credit to your Account we may also make consequential adjustments to the balance of your Account, including with respect to accrued interest, interest credited or debited to the Account, and fees and charges debited to the Account.

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

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

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

## **11. Statements and how we will communicate with you**

### **11.1 Statements**

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

If you have Bendigo e-banking access, we will give you statements of account for your Account electronically as an e-statement in Bendigo e-banking.

However, if the Key Features Table says that you may elect to receive paper statements, we will not give you statements of account electronically as e-statements in Bendigo e-banking if you contact us and tell us that you want to receive paper statements of account and will instead send you paper statements of account by post. We may charge a fee for sending paper statements of account by post (see our Schedule of Fees, Charges and Transaction Account Rebates for fees that apply).

Each statement of account will set out:

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

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

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

## **11.2 How we will communicate with you**

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

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

You must:

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

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

## **11.3 How you can communicate with us**

You can contact us by speaking to an employee at any of our branches, using the contact details at the end of this document, or by any other means permitted by law.

## **12. Changes**

### **12.1 Changes we may make without your consent**

Acting reasonably, and to the extent permitted by law and applicable codes of practice, from time to time we may change the key features, interest rates, eligibility criteria, fees and charges, available Payment Facilities and any terms and conditions that apply to your Account without your consent or further agreement.

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

## 12.2 Notice of changes

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

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

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

Type of Change	Advance notice required?
a) Changes to an interest rate including interest rates applicable to overdrawn accounts (except rates linked to money markets or external rates (which we do not control for which we cannot notify changes in advance)).	No later than the date of the change
b) Changes to the way interest is calculated	Yes, 30 days.
c) Changing the frequency at which interest is debited	Yes, 30 days.
d) A variation of the balance ranges within which interest rate(s) apply	Yes, 30 days.
e) Increasing a fee or charge or introducing a new fee or charge	Yes, 30 days.
f) Any other change that we believe is unfavourable to you	Yes, 30 days.

## 13. Closing your account

### 13.1 You can close your Account

You may request that we close your Account at any time the balance of the Account is in credit by contacting us using the details at the end of this document.

We will only close your Account at your request:

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

If the Key Features Table indicates that your Account type earns interest we may delay the closing of your Account until any earned interest has been calculated and credited to your Account.

### **13.2 Our right to close your Account**

We may close your Account at any time.

We will give you at least 30 days prior notice of our intention to close your Account before we do so. However, we may give you a shorter notice period or no notice if it is reasonable for us to do so, including, but not limited to:

- if we believe that you have acted fraudulently in connection with your Account;
- if we reasonably believe you are using your Account in breach of any law or for an unlawful purpose;
- if you abuse or act in a threatening manner towards any member of our staff;
- if we reasonably believe doing so is necessary to prevent us or you suffering loss; or
- if where required by law or a court order.

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

In addition, we may close your account without prior notice to you, and without having to tell you after we have done so, if you do not perform any transaction of your Account within 180 days of opening your Account.

We are not liable for any loss or damage arising from closing your Account.

### **13.3 Dormant Accounts**

We may determine that your Account has become dormant if you do not perform any transactions on it for 100 days from the day it is opened.

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

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

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

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

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

### **13.4 After we have closed your Account**

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

- we will pay you the credit balance of your Account;
- we will cancel all Payment Facilities associated with your Account (unless they are also provided in relation to other accounts that remain open);
- we will cancel all recurring payments relating to your Account;
- you will remain liable for all transactions and everything that has occurred in relation to your Account up to the time the Account is closed;
- you must not transact on or attempt to transact on your Account;

- you must reimburse us at our request for any loss, cost or expense we suffer as a result of you transacting or attempting to transact on the Account after it has been closed; and
- if you become liable to pay us any amount in respect of the Account, we may re-open the Account and debit the amount to it. If we do so, your obligations under these Terms and Conditions will continue to apply to the Account.

#### 14. Resolving Complaints

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

You can raise a complaint with us by:

- speaking to a member of staff directly
- telephoning 1300 236 344
- website [www.bendigobank.com.au/public/contact-us](http://www.bendigobank.com.au/public/contact-us)
- secure email – by logging into e-banking
- contacting us through a Bendigo Bank social media channel
- contacting the Customer Feedback Team at:  
Reply Paid PO Box 480  
Bendigo VIC 3552  
Telephone: 1300 361 911  
8.30am – 5.00pm (AEST/ADST) Monday to Friday  
Email: [feedback@bendigoadelaide.com.au](mailto:feedback@bendigoadelaide.com.au)

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

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

- GPO Box 3, Melbourne Vic 3001
- Telephone: 1800 931 678
- Email: [info@afca.org.au](mailto:info@afca.org.au)
- Web: [www.afca.org.au](http://www.afca.org.au)

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

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

- GPO Box 5218, Sydney NSW 2001
- Telephone: 1300 363 992
- Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)
- Web: [www.oaic.gov.au](http://www.oaic.gov.au)

#### 15. Privacy

We are committed to ensuring your privacy is protected.

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

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

We update our Privacy Policy from time to time. Our current Privacy Policy is published on our website at [www.bendigobank.com.au/privacy-policy/](http://www.bendigobank.com.au/privacy-policy/) and is available upon request in any of our branches.

## **16. General**

### **16.1 Account suspension and restrictions**

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

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

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

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

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

### **16.2 Joint and several liability**

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

### **16.3 Limitation on indemnities**

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

### **16.4 Interpretation and severability**

These Terms and Conditions must be interpreted as necessary to be valid, enforceable and in compliance with applicable laws. If that is not possible, any part of these Terms and Conditions that is void, unenforceable or in breach

of applicable law is excluded from these Terms and Conditions and the remainder of these Terms and Conditions continue in full force and effect.

### **16.5 How we exercise our rights**

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

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

Our rights and remedies in relation to your Account are in addition to other rights and remedies provided by law.

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

### **16.6 Assigning rights**

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

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

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

### **16.7 Waivers must be in writing**

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

### **16.8 Account combination and set-off**

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

However, we will not do this:

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

### **16.9 Applicable law**

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

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

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

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

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

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

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

## 17. Understanding these Terms and Conditions

### 17.1 Definitions

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

Defined term	Meaning
Account	A deposit account with us to which these Terms and Conditions apply being a type of Account described in the Key Features Table.
Additional Cardholder	A third party you have authorised as an Additional Cardholder to your Account (see 'Third party access to your Account and operating instructions' above).
Authorised Signatory	A third party you have authorised as an Authorised Signatory to your Account (see 'Third party access to your Account and operating instructions' above).
Authorised User	A third party you have authorised as an Authorised User for your Account (see 'Third party access to your Account and operating instructions' above).
Bendigo Bank app	The Bendigo Bank apps we publish and make available for download through the Apple App store or Google Play or any similar application store to access Bendigo e-banking.
Bendigo e-banking	Our internet banking service we make accessible through a web browser at <a href="http://bendigobank.com.au">bendigobank.com.au</a> or by using the Bendigo Bank app.
End of Day	In respect of a day, the time we treat as being the end of that day for the purposes of our end of day processing on your Account being a time not before 8pm in Victoria on that day.
Joint Account	An Account which is opened in the name of two or more persons as the account holders.
Key Features Table	The Key Features Table set out in these Terms and Conditions.
Payment Facility	A payment facility described in these Terms and Conditions that we provide in relation to an Account on the terms and conditions set out in our Personal Payment Facilities Terms and Conditions.
Terms and Conditions	The terms and conditions set out in this document.
we, us, our	Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL 237879.

you, your	Each account holder for an Account. If there is more than one of you, it means all of you together and each of you individually.
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## 17.2 Rules for interpreting these Terms and Conditions

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

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

## Talk to us today

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<b>In person</b>	At your nearest Bendigo Bank branch
<b>On the phone</b>	Call <b>1300 236 344</b>
<b>Online</b>	At <a href="https://www.bendigobank.com.au">bendigobank.com.au</a>
<b>By mail</b>	The Bendigo Centre PO Box 480 Bendigo VIC 3552

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This document must be read in conjunction with the Schedule of Fees, Charges and Transaction Account Rebates and the Schedule of interest rates for Personal Accounts. Together they form the Terms and Conditions for Bendigo Personal Accounts. Bendigo and Adelaide Bank Limited. The Bendigo Centre, Bendigo Vic 3550  
ABN 11 068 049 178 AFSL No. 237879

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