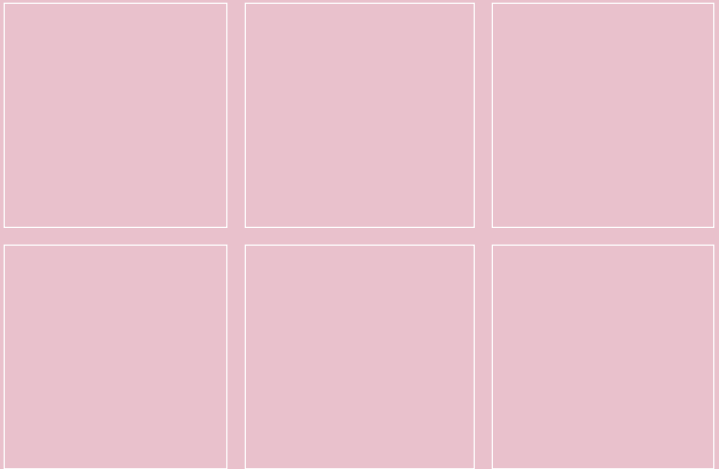




Bendigo Credit Card

Terms and Conditions

22 December 2011



Bendigo and Adelaide Bank Limited
The Bendigo Centre
Bendigo VIC 3550
Telephone (03) 5485 7911
ABN 11 068 049 178.
AFSL/Australian Credit Licence 237879
Bendigo Credit Card Terms of Use

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Some of the words used in these Conditions of Use have special meanings. When a word with a special meaning is used, it is printed in italics (*like this*). These special meanings are set out in condition 32 of these Conditions of Use.

You should read these Conditions of Use, the *Bendigo Credit Card Schedule*, the *Electronic Banking Conditions of Use* and the Schedule of Fees, Charges and Transaction Account Rebates carefully before using *your* Bendigo Credit Card.

You should also keep the documents for *your* future reference.

The *Electronic Banking Conditions of Use* in conjunction with the Credit Card Terms and Conditions apply for any transactions that are generated using a Personal Identification Number (*PIN*).

1 What you owe us

1.1 We can debit to *your card account* amounts for:

- purchases (the price of goods and services obtained from a merchant by mail, electronic and telephone orders) charged to *your card account* (this includes direct debits where *you* provide the merchant with *your* card number);
- cheques drawn on *your card account* (if the *Bendigo Credit Card Schedule* indicates that *you* have a Personal Overdraft Account);
- *cash advances* charged to *your card account* (this includes direct debits where *you* provide the merchant with the BSB and account number of *your card account*);
- interest charges (see condition 11);
- fees and charges (see condition 12); and
- enforcement expenses (see condition 16.3 and 16.4).

1.2 Once we debit an amount to *your card account*, *you* owe *us* that amount.

2 Your Bendigo Credit Card

- 2.1 You must be 18 years of age or more to apply for a Bendigo Credit Card.
- 2.2 The issue and use of a Bendigo Credit Card is at all times at *our* discretion. The Bendigo Credit Card will always remain *our* property and must be returned to *us* on demand.
- 2.3 We may issue replacement Bendigo Credit Cards at any time. If we issue a replacement Bendigo Credit Card to *you* or an additional cardholder, *you* or the additional cardholder must not use the Bendigo Credit Card it replaces and *you* remain liable for any use of the replaced card.
- 2.4 Before the expiry date of your Bendigo Credit Card, we will automatically issue a renewal Bendigo Credit Card unless *you* request *us* in writing not to *do so*.
- 2.5 Your Bendigo Credit Card is only valid for the period shown on it.
- 2.6 You must ensure that *you*:
- Sign *your card* as soon as you receive it;
 - Keep *your card* and PIN secure. *Your PIN* is *your* electronic signature. Do not tell anyone *your PIN*, not even family members;
 - Check regularly that *you* have *your card* in *your* possession;
 - Take steps to ensure that no one else has access to the PIN notification *you* receive through the mail. We recommend that *you* destroy the PIN notification once *you* have memorised it;
 - If *you* cannot remember *your PIN* without assistance do not record *your PIN* on *your card* and do not store or carry any record of *your PIN* in an undisguised form with the *card* (merely placing a couple of digits at the beginning or end of *your PIN* disguising it as a telephone number, postcode or birth date is not sufficient);

- Do not let anyone use *your* card. *You* may be legally liable if someone else uses *your* card and PIN with or without *your* permission;
- Register for MasterCard SecureCode or Verified by Visa if *you* wish to make purchases at participating online merchants;
- Keep *your* online authentication password secure;
- Collect your card from the ATM after completing a transaction;
- Destroy expired cards;
- *You* must also ensure that any additional cardholder does each of these things.

2.7 *You* can normally use *your* Bendigo Credit Card to carry out transactions in Australia and overseas where the MasterCard or Visa card logo is displayed, as appropriate.

However, the fact that the MasterCard or Visa card logo is displayed at premises, does not mean that we guarantee that all goods and services available there may be obtained by using *your* Bendigo Credit Card. We are not responsible if a merchant or financial institution refuses to accept the Bendigo Credit Card, does not allow cash withdrawals or places other limitations on using the Bendigo Credit Card.

2.8 Some transactions need authorisation from *us* - we may refuse to approve a proposed transaction if:

- The transaction would take *your account balance* over the *credit limit*;
- The Bendigo Credit Card has been reported lost or stolen; or
- We have any other good reason to do so.

2.9 *You* or any additional cardholder may be required to produce suitable identification when using a Bendigo Credit Card.

2.10 We are not responsible for the following, unless the law says we are:

- a) any goods or services which *you* have obtained from a merchant using *your* card; and
- b) any refund by a merchant.

If *you* have any complaints about goods or services, *you* must raise them directly with the merchant.

3 Personal details

3.1 *You* must choose a password for *your* Bendigo Credit Card. *We* may ask *you* for this password at any time as further proof of *your* identity.

3.2 *You* must notify *us* immediately if *you* change *your* name or address. This will ensure *our* records are up to date in the event that *we* mail *your* reissued Bendigo Credit Card directly to *you*.

4 Lost/stolen cards

4.1 *You* must tell *us* immediately if *your* Bendigo Credit Card is lost or stolen or *you* suspect that *your* Bendigo Credit Card has been used without *your* permission. *You* must give *us* all relevant information *you* may have. *You* must confirm in writing any notice *you* give *us* by telephone.

4.2 *You* may notify *us* in Australia by telephoning *our* 24 hour hotline on 1800 035 383 or by informing any of *our* branches. If *you* are overseas, please telephone the appropriate 24 hour reverse charges number:

- Visa + 1 303 967 1090
- MasterCard + 1 636 722 7111

Alternatively, call at any bank displaying the MasterCard or Visa card logo, as appropriate.

5 Your liability

5.1 *You* are not liable for any transactions performed without *your* permission unless *you* have contributed to the losses by:

- letting someone else use *your* Bendigo Credit Card; or
- unreasonably delaying in notifying *us* of the loss, theft or unauthorised use of *your* Bendigo Credit Card.

If *you* did either of these things, we may hold *you* liable for all transactions carried out using *your* Bendigo Credit Card up to the time *you* notify *us* of the loss, theft or unauthorised use of *your* Bendigo Credit Card.

6 Disputed transactions

6.1 A disputed transaction may include:

- a) An unauthorised transaction – a transaction which *you* believe was not authorised by use of the card or account by a cardholder. This *includes* any unauthorised telephone, Internet or mail orders or any other unauthorised transactions on *your account*.
- b) General dispute – a transaction which *you* wish to dispute. This may include a transaction which has been processed to *your* account more than once, or a transaction which was authorised by the use of *your* card or *account* which *you* wish to dispute.
- c) Despite notifying *us* of a disputed transaction, pending resolution of the dispute, *you* remain liable for any *cash advance* or purchase made by a cardholder or any *person* authorised by a cardholder.
- d) If a dispute is withdrawn or resolved in favour of the merchant a voucher retrieval fee may apply.

6.2 If we need to order a copy of a voucher in order to investigate a disputed transaction, a fee will apply for any voucher subsequently identified as valid.

6.3 Whilst we investigate *your* dispute, *you* should continue to pay *your* minimal payment in order to avoid any late fees or arrears.

- 6.4 Where a dispute is resolved in *your* favour, we will make the necessary adjustments to any interest and fees charged as a result of *your* dispute.

7 Timeframes

7.1 Chargeback rights

Each credit card scheme (Visa and MasterCard) has a dispute resolution process that is contained in the operating rules of the credit card scheme. This process sets out specific circumstances and timeframes in which a member of the scheme (e.g. a bank) can claim a refund in connection with a disputed transaction on a cardholder's behalf. This is referred to as a 'chargeback right'.

Our ability to investigate any disputed transaction on *your* account, and subsequently process a chargeback is restricted by the time limits imposed under the operating rules of the applicable credit card scheme.

The timeframes for *us* to process a chargeback (where a chargeback right exists) vary between 45 days and 120 days, depending on the credit card scheme and the type of disputed transaction.

We will not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with the relevant credit card scheme rules.

7.2 Timeframes for notifying *us*:

Our ability to dispute a transaction on *your* behalf (where a chargeback right exists) may be lost if *you* do not notify *us* within the required timeframes.

For this reason, it is in *your* interest to report any disputed transaction to *us* immediately and certainly no later than the due date shown on the statement of *account*.

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

7.3 Electronic transactions

If the Electronic Funds Transfer (*EFT*) Code is applicable to a disputed transaction, the timeframes as specified in 7.1 may not apply in certain circumstances.

8 Foreign currency transactions

8.1 Transactions in foreign currency amounts charged to *your card account* incur a 2% fee. They are then converted either (depending on the foreign currency being converted):

- into Australian dollars at the appropriate *MasterCard International exchange rate* or *Visa International exchange rate* as at the date of processing; or
- into United States dollars and then into Australian dollars at the appropriate *MasterCard International exchange rate* or *Visa International exchange rates* as at the date of processing.

8.2 The Australian dollar amount is then debited or credited to *your card account*.

8.3 When *you* use *your* Bendigo Credit Card outside Australia *you* are bound by any exchange control requirements of the Reserve Bank of Australia.

9 Cash advances

9.1 The maximum amount of any *cash advance* *you* can get from *us* will depend on the amount of available credit and the means *you* use to obtain the *cash advance*.

9.2 The minimum and maximum amount of any *cash advance* *you* can get from any financial institution other than *us* will depend on the requirements of that financial institution.

9.3 If *you* provide a merchant with the BSB and account number of *your card account* to establish a direct debit, it will be treated as a cash advance and

interest will be calculated and charged and payments will be credited towards the amount accordingly.

- 9.4 If you transfer a balance from *your card account* to either a Bendigo Bank or another financial institution's account, the transfer will attract *cash advance* interest from the date the transfer debit reaches *your card account*.

10 Credit limit

- 10.1 You must keep *your account balance* within *your credit limit*.
- 10.2 If the debit balance of *your card account* exceeds *your credit limit*, you must immediately pay us the amount by which it exceeds *your credit limit*. We need not ask you for it first. This payment obligation is in addition to *your* normal repayment obligation (see condition 13.2).
- 10.3 We may reduce or cancel *your credit limit* as we choose (eg. if we reasonably consider it necessary to prevent fraud or other losses to you or us). If we do so, we will notify you as soon as possible.
- 10.4 We may allow a temporary *credit limit* increase for a nominated period. If we do this, then at the end of that period:
- *your credit limit* reduces to that which applied before the temporary *credit limit* increase; and
 - you must immediately pay us any amount by which the debit balance of *your card account* exceeds *your credit limit* that applied before the temporary *credit limit* increase. This payment obligation is in addition to *your* normal repayment obligation (see condition 13.2).
- 10.5 *Your credit limit* does not change merely because we debit an amount to *your card account* which takes *your account balance* over *your credit limit*.

11 Interest charges

- 11.1 The daily percentage rate is the *annual percentage*

rate for a day divided by 365, except in a leap year when it is the *annual percentage rate* divided by 366. We publish *our* reference rates in a major newspaper on the last day of publication each month. You can find out what the current *annual percentage rate* under this *contract* is by asking any of *our* officers at any of *our* branches or by telephoning *our* Customer Help Centre on 1300 361 911 during business hours.

How we calculate interest on Cash Advances

- 11.2 We calculate interest charges on *cash advances* charged to your account by applying the daily percentage rate to the amount of the *cash advance* that is unpaid at the end of each day from the date the *cash advance* is debited to *your card account* until it is paid in full.

How we calculate interest on purchases

- 11.3 For Bendigo Credit Cards with a no interest free period

If *your Bendigo Credit Card Schedule* indicates that you have a no interest free period on *your Bendigo Credit Card facility* we calculate interest charges on purchases charged to *your card account* by applying the daily percentage rate to the amount of the *account balance* that is unpaid at the end of each day from the date the purchase amount is debited to *your card account* until it is paid in full.

- 11.4 For Bendigo Credit Cards with an interest free period

If *your Bendigo Credit Card Schedule* indicates that you have an interest free period on *your credit card facility* we do not charge interest on purchases shown on a statement of account if you pay them in full by the due date shown on that statement of account.

In order to do this, with *our* application of payments (see condition 13.3), you must pay by that due date the closing balance shown on that statement of account. If any purchases shown on a statement

of account remain unpaid or partly unpaid at the due date shown on that statement of account we calculate interest charges on those purchases as follows:

- a) on that due date we calculate an initial interest charge by multiplying the amount of those purchases that is unpaid as at the end of that due date by the daily percentage rate and the number of days from the statement date shown on that statement of account to that due date; and
- b) from the day after that due date, we calculate interest charges by applying the daily percentage rate to the amount of those purchases unpaid at the end of each day.

11.5 We debit interest charges to *your card account* monthly (not always on the same day of each month) on the statement date shown on each statement of account. We can also debit interest charges which have been accrued but not yet been debited when *you* or *we* cancel the *Credit card facility*.

The amount we debit is the sum of interest charges calculated under conditions 11.2, 11.3 and 11.4 during each period commencing on either:

- a) the day the *card account* was established; or
- b) the day after the statement date shown on the previous statement of account, and ending on the statement date shown on the statement of account.

11.6 For the purposes of payments under the *contract*, a day ends at 5pm Victorian Time.

11.7 If, at the end of any day, *you* have a credit balance on *your card account*, we do not calculate interest charges for that day. We will pay *you* interest on any credit balance of *your card account*. We calculate that interest on a daily basis by applying the rate we determine from time to time to the credit

balance of *your card account* at the end of each day.

12 Fees and charges

12.1 *You must pay to us the following fees and charges under this contract (which are authorised by this contract):*

- *government transaction charges; and*
- *the credit fees and charges set out in your Bendigo Credit Card Schedule; and*
- *any of our standard fees and charges that apply from time to time (apart from credit fees and charges and government transaction charges). The Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates details our standard fees and charges. The Schedule of Fees, Charges and Transaction Account Rebates is available on request from any branch of Bendigo Bank or online at www.bendigobank.com.au*

12.2 *We can debit these fees and charges to your card account and they are payable after that date as part of your account balance.*

12.3 *We can change the amount or the frequency of payment of any credit fee or charge or any of our other standard fees or charges at any time without your consent. We can change this contract to impose a new credit fee or charge at any time without your consent (see condition 27). Our standard fees and charges that apply from time to time can change without your consent.*

13 Payments

13.1 *We do not treat a payment as made until we credit it to your card account.*

13.2 *You must pay the amount shown as the minimum repayment due on each statement of account by*

the due date shown on that statement of account (if *your* payment falls due on a non-business day, the payment must be made prior to this date). The minimum payment due will only be calculated when *your card account* has a debit balance. It is:

- 3% of the closing balance shown on the statement of *account* rounded up to the nearest dollar; or
- \$10;

whichever is the greater.

However, if the closing balance on the statement of *account* is less than \$10 *you* must pay it in full.

13.3 We may apply any payment or other credit we receive to any amount *you* owe under this *contract* in any order we choose. We apply payments in the following order:

- a) any *system generated fees and charges*;
- b) interest charges debited to *your card account*;
- c) *cash advances, any manually generated fees and charges* and cheques drawn on *your card account* (if the *Bendigo Credit Card Schedule* indicates that *you* have a Personal Overdraft Account) shown on any statement of account in the order in which they were debited to *your card account*;
- d) *cash advances, any manually generated fees and charges* and cheques drawn on *your card account* (if the *Bendigo Credit Card Schedule* indicates that *you* have a Personal Overdraft Account) which have been debited to *your card account* but have not been shown on any statement of account in the order in which they were debited;
- e) purchases which have been debited to *your card account* in the order in which they were debited.

14 Statements of account

14.1 We send *you* statements of account monthly (not always on the same day of each month). The period covered by a statement of account is known as the “statement period”. However, we need not send a statement of account if:

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

14.2 Statements of account show all amounts credited or debited to *your card account* during the statement period.

14.3 All amounts shown on statements of account are expressed in Australian dollars.

14.4 *You* should check the entries on each statement of account carefully and promptly report any error or unauthorised transaction to *us* before the due date shown on that statement of account.

15 Cancellation or suspension of credit card facility

15.1 *You* can cancel *your Credit card facility* at any time by:

- telling *us* in writing that *you* want to; and
- returning *your* Bendigo Credit Card and all additional Bendigo Credit Cards issued on *your card account*; and
- paying any debit balance of *your card account* (plus any amounts accrued or charged but not yet debited to *your card account*).

- 15.2 If *your Credit card facility* has periodical payments or direct debits initiated by third parties, *you* must cancel these at least 60 days before *you* seek to cancel *your Credit card facility* under clause 15.1
- 15.3 We can cancel or suspend *your Credit card facility* at any time and refuse to provide any further credit to *you* under this *contract*. Without limiting the circumstances in which we may cancel or suspend *your Credit card facility*, we may do so to *your Credit card facility* if:
- a) we believe *your Credit card facility* is being used, or will be used, in a way that will cause loss to *you* or *us*;
 - b) we reasonably believe that *you* induced *us* to provide the *Credit card facility* by fraud; or
 - c) *you* or an additional cardholder breach any of these terms and conditions.

If we cancel *your Credit card facility*, *you* must return *your Bendigo Credit Card* and all additional Bendigo *Credit Cards* issued on *your card account* to us immediately.

- 15.4 If *your Credit card facility* is cancelled or suspended under 15.1 or 15.3:
- *you* must not attempt to access or draw down credit from *your card account*;
 - if amounts (*including* any periodical payments or direct debits) are charged to *your card account* after *your Credit card facility* has been cancelled or suspended, we can refuse to pay the amounts or we can pay them and recover them from *you*. In either case we can tell any merchant that *your Credit card facility* has been cancelled or suspended.

16 Default

16.1 You are in default if:

- you do not pay on or before the due date for payment any amount payable under this *contract*; or
- you are in breach of any other provision of this *contract*; or
- you or another person gives us incorrect or misleading information in connection with this *contract* such as information given in an application form; or
- we reasonably believe you or another person has acted fraudulently in connection with this *contract*; or
- you become *insolvent* or steps are taken to make you so; or
- you are in default under any other credit contract you have entered into with us or any security you have given to us.

16.2 If you are in default, then subject to any law (including requirements as to notice) any debit balance automatically becomes due and payable. We can also cancel your *Credit card facility* without notice to you.

16.3 Enforcement expenses may become payable under this *contract* in the event of a breach.

16.4 You must pay us all reasonable enforcement expenses we reasonably incur arising from any default under this *contract*. Enforcement expenses include but are not limited to those reasonably incurred by the use of our staff and facilities. We can debit these amounts to your *card account*.

16.5 You should inform us promptly if you are in financial difficulty.

17 Account combination

- 17.1 We may at any time combine the balances of 2 or more of *your* accounts even if the accounts are at different branches or in joint names. For example, we may do this if *you* exceed the *credit limit* applicable to *your card account* and the other account is in credit. In this situation the credit in one account would be used to reduce the debit balance in the other account. We will promptly inform *you* if we combine *your* accounts. We need not notify *you* in advance.
- 17.2 If *you* are a recipient of Centrelink benefits, we will act in accordance with *our* obligations under the Code of Operation Centrelink for Direct Credit Payments when exercising *our* right to combine accounts.

18 Joint accounts

- 18.1 This clause 18 applies if more than one *person* is named in the *Bendigo Credit Card Schedule* as “customer”.
- 18.2 *Your* liability under these terms and conditions is both joint and several. This means that each of *you* is liable both on *your* own and together for the whole of any debit balance on *your card account*.
- 18.3 If one of *you* (the notifying party) notifies *us* of a dispute and that the notifying party does not accept liability for further advances, we will exercise *our* rights under clause 15.3 and cancel the *Credit card facility*. The notifying party will still be jointly and severally liable for the debit balance on the *card account* at the time of notification but will not be liable for any further debits made after the time of notification.
- 18.4 *You* agree that each of *you* may have access to information about the account without the consent of the other joint account holders.

19 Additional cardholders

- 19.1 A person that is authorised to access and operate *your account* with a card is called an additional cardholder.
- 19.2 *You* may apply to have another person who is at least 16 years old authorised to access and operate *your account* with a Bendigo Credit Card. If we do agree to *your request*, we may impose conditions.
- 19.3 If we accept *your application* we will issue to that person a Bendigo Credit Card linked to *your account* (“additional card”):
- *you* authorise *us* to debit *your account* with all transactions made using the additional card and *you* will be responsible and liable for these transactions as if *you* had made them yourself; and
 - this *contract* applies to the additional card in the same way that it applies to *your Bendigo Credit Card*. *You* should ensure that any additional cardholder has read this *contract* and complies with it. If the additional cardholder does not comply with this *contract*, *you* will be in default.
- 19.4 *You* consent to *us* giving a person with an additional card information about *your account*.
- 19.5 *You* can arrange to have the authority of an additional cardholder cancelled or stopped at any time. If *you* want to cancel this authority, *you* must notify *us* in writing and either return to *us* any additional cards we have issued to that person (cut in half for *your protection*) or notify *us* in writing that *you* have taken all reasonable steps to return the additional cards. Cancelling, stopping or revoking the authority of an additional cardholder will not be effective until the additional card is surrendered or *you* have taken all reasonable steps to have the card returned to *us*.

19.6 If *you* request that the authority of an additional cardholder be revoked, *you* are responsible for transactions generated by the use of any additional cards issued to the additional cardholder until the additional cards are returned to *us* or *you* notify *us* in writing that *you* have taken all reasonable steps to return the cards. This *includes* transactions which are processed to *your* account after the additional cards are returned to *us* or *you* notify *us* in writing that *you* have taken all reasonable steps to return the *cards* e.g. direct debits.

19.7 An additional cardholder is able to operate *your* account in every way that *you* are able to. For example, the additional cardholder may:

- make purchases and obtain *cash advances*;
- access any financial information about *your* account (*including* the balance of *your* account, the amount of available credit, payments (if any) due on *your* account, copies of statements of account, and information relating to transactions made by *you*, the additional cardholder or other additional cardholders);
- make payments on *your account*; and
- initiate direct debits and periodical payments.

20 Security

Your Credit card facility may be covered by a *security* *you* or someone else has given to *us* as *security* for *your* debts to *us*.

21 Inconsistency and codes of practice

21.1 The *Bendigo Credit Card Schedule*, the *Bendigo Credit Card Conditions of Use*, the *Electronic Banking Conditions of Use* and the *Schedule of Fees, Charges and Transaction Account Rebates* set out the entire agreement between *you* and *us*.

21.2 Subject to condition 5.1 and 21.5 if there is any conflict or inconsistency between:

- the *Bendigo Credit Card Schedule*;
- the *Bendigo Credit Card Conditions of Use*;
and
- the *Electronic Banking Conditions of Use*,

those documents will prevail in that order to the extent of the inconsistency.

21.3 To the extent allowed by law this *contract* prevails to the extent it is inconsistent with any law. *We* warrant that *we* will comply with the requirements of Electronic Funds Transfer Code of Conduct.

21.4 The Code of Banking Practice applies to the *Credit card facility*.

21.5 The Code of Banking Practice requires *us* to draw *your* attention to the availability of general descriptive information concerning *our* banking services and cheques. This *includes* information about:

- 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; and
- the advisability of *you* reading the terms and conditions applying to this banking service.

Some of that information is contained in this document. The information is set out in full in the Personal Accounts and Facilities Terms and Conditions, which can be obtained by contacting any of *our* branches, by telephoning Customer Contact and Care on **1300 BENDIGO** (1300 236 344) or by visiting *our* website at www.bendigobank.com.au

22 How we may exercise our rights

- 22.1 We may exercise a right or remedy or give or refuse *our* consent in any way we consider appropriate, *including* by imposing reasonable conditions.
- 22.2 If we do not exercise a right or remedy fully or at a given time, we reserve the right to exercise it at a later date.
- 22.3 *Our* rights and remedies under this *contract* are in addition to other rights and remedies provided by law independently of it.
- 22.4 *Our* rights and remedies under this *contract* may be exercised by any of *our* employees or any other person we authorise.
- 22.5 To the full extent permitted by law we are not liable for any loss (*including* any consequential loss) caused by the exercise or attempted exercise of, failure to exercise or delay in exercising, a right or remedy whether or not such attempt, failure or delay results from *our* negligence.

23 Our certificates

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

24 Assignment

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

25 Blanks

You agree that we may fill in any blanks in any related document to this *contract* (*such as* an acknowledgement).

26 Notices, other communications and serving documents

26.1 Communications from *us* may be signed by any of *our* employees. If *you* are a company, communications from *you* must be signed by a director.

26.2 Communications for *us* may be:

- a) given personally to one of *our* employees at:
 - (i) any of *our* branches; or
 - (ii) *our* registered office; or
- b) sent by prepaid post or electronically (*such as* by facsimile) to any of those places; or
- c) given by any other means permitted by law.

26.3 Communications for *you* may be:

- a) given to *you* personally or left at:
 - (i) (if *you* are an individual) *your* residential or business address last known to *us*; or
 - (ii) (if *you* are a body corporate) *your* registered office by leaving it with one of *your* officers; or
 - (iii) any address specified by *you*; or
- b) sent by prepaid post or electronically (*such as* by facsimile) to any of these places; or
- c) given by any other means permitted by law.

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

27 Changes

27.1 Subject to conditions 27.2, 27.3, 27.4, 27.5 and 27.6 we can change this *contract* (*such as* by varying an existing provision or adding a new provision) without *your* consent.

27.2 If any law regulates that change to which reference is made in condition 27.1, we may only implement that change to the extent permitted by, and subject to, the requirements of that law.

27.3 Where we change this *contract* in one of the following ways we will notify *you* of the change in writing to *you* at least 30 days before the change takes effect:

- changing the manner in which interest is calculated or applied under this contract (including a change in any interest free period), unless the change reduces *your* obligations;
- changing the amount, frequency of, time for payment of, change in the method of calculation of, payments or repayments (unless the change reduces *your* obligations or extends the time for payment); and
- changing the frequency or time for payment of a credit fee or charge (unless the change reduces *your* obligations or extends the time for payment).

27.4 Where we change this *contract* by changing the amount of any credit fee or charge (including a new credit fee or charge) we will notify you of the change either in writing to you, or by newspaper advertisement, or both, at least 30 days before the change takes effect.

27.5 Where we change this *contract* by changing the annual percentage rate, we will notify *you* of the change either in writing to *you*, or by newspaper advertisement, or both, no later than the day on which the change takes effect (unless the change reduces *your* obligations).

27.6 Where we change this *contract* in other ways we will notify *you* of the change in writing to *you* at least 30 days before the change takes effect, unless the change reduces *your* obligations or extends the time for payment.

28 Waiver

28.1 We may choose at any time to waive any of *our* rights under the *contract*. Subject to any applicable law, a waiver by *us* is not a change to, and does not reduce *our* rights under, the *contract* unless *we* give *you* written notice that it is a change to the *contract*.

29 Consumer credit legislation

29.1 Clause 29.2 applies to the extent that a National Credit Code applies to this *contract*.

29.2 If:

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

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

30 Applicable law

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

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

31 Money Laundering

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

- require you to provide to us, or otherwise

obtain, any additional documentation or other information;

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

32 Periodical payments and direct debits

32.1 If *you* give *us* authority, we can have regular payments made automatically out of *your card account* on pre-set dates, advised by *you*. This type of payment is called a “Periodical Payment” or “Direct Debit”.

The difference between these payment methods is:

- We make periodical payments from *your card account* to another account with *us* or with another financial institution or to a third party. To do this we need *you* to call into one of *our* branches to give *us* *your* instructions.
- A merchant sends direct debits to *your card account* according to an authority which *you* need to set up through the merchant receiving the money, allowing *us* to make these payments. If *you* provide a merchant with the BSB and account number of *your card account* to establish a direct debit, it will be treated as a cash advance and interest will be calculated and charged and payments will be credited towards the amount accordingly. If however *you* provide the merchant with *your* card number, the direct debit will be treated as a purchase and interest will be calculated and charged and payments will be credited towards the amount accordingly.

32.2 To alter or stop any future payments the following processes must be followed:

- If *you* provided the merchant with the BSB and account number of *your card account* -

call into one of *our* branches or advise *us* in writing. We will take and promptly process *your* instruction to cancel a direct debit request. We must receive *your* instructions at least one day prior to the due date of the next payment.

- You are encouraged to maintain a record of any “Regular Payment Arrangement” entered into with a merchant using your card number.
- To either change or cancel any “Regular Payment Arrangement” set up using your card number you should contact the merchant at least 15 days prior to the next scheduled payment. Until you attempt to cancel the “Regular Payment Arrangement” we must accept the merchant’s transaction. If possible you should retain a copy of their change/cancellation request. Should the merchant fail to act in accordance with these instructions you may have rights to Dispute the transaction.
- Should your card number be changed i.e. as a result of lost or stolen card you must request the merchant to change the details of your existing “Regular Payment Arrangement” to ensure arrangements continue. If you fail to undertake this activity your “Regular Payment Arrangement” either may not be honoured by us or the merchant may stop providing the goods and/or services.
- Should you elect to close your card account or your account is closed by us you should contact the merchant to amend any “Regular Payment Arrangement” set up using your card number; as the merchant may stop providing the goods and/or services.

32.3 It is important that the difference between *your account balance* and *your credit limit* is sufficient to cover periodical payments and direct debits when they are due.

If the balance is insufficient, any direct debits are returned unpaid (dishonoured) to the originating third party. However we will attempt to make periodical payments from *your card account* before 8 am for three consecutive days. Another attempt will be made on the fourth day and if still unsuccessful, *you* will be notified in writing that no more attempts will be made and *you* should call into one of *our* branches to arrange payment. A fee will be debited to *your card account* in these circumstances (see condition 12).

If the balance is insufficient on three consecutive payment due dates, the authority is cancelled and *you* are notified in writing.

- 32.4 We automatically cancel any periodical payments when *your Credit card facility* is cancelled.

33 Meaning of words

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

“**annual percentage rate**” means the following:

- During a fixed rate period, the rate shown in the *Bendigo Credit Card Schedule*.
- Following the end of a fixed rate period, the reference rate shown in the *Bendigo Credit Card Schedule* less the margin (if any) shown in the *Bendigo Credit Card Schedule*.

“**balance transfer transaction**” means an advance of credit which *you* instruct *us* to use to pay a debt that *you* owe to another financial institution.

“**Bendigo Credit Card Conditions of Use**” means the conditions appearing under that heading in this Booklet.

“**Bendigo Credit Card Schedule**” means the document entitled Bendigo Red Credit Card Schedule, Bendigo Basic Black Credit Card Schedule, Bendigo RSPCA Credit Card Schedule or Bendigo Gold Credit Card Schedule.

“**Bendigo e-banking transaction**” means a transaction using the service *we* offer from time to time by which *you* can access and transact on a nominated account by using a personal computer and accessing *our* website at www.bendigobank.com.au

“**Bendigo Phone Banking transaction**” means a transaction using the service *we* offer from time to time by which *you* can access and transact on a nominated account by telephoning **1300 BENDIGO** (1300 236 344).

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

“**cash advance**” means credit provided in the form of cash, either directly from *us* or from another financial institution, and credit provided through a *Pay Anyone transaction*, a *Bendigo Phone Banking transaction*, a *Bendigo e-banking transaction* or a *balance transfer transaction*.

“contract” means the credit card contract *you* make or have made with *us*. It comprises:

- The *Bendigo Credit Card Conditions of Use*;
- The *Bendigo Credit Card Schedule*;
- The *Electronic Banking Conditions of Use*.

“Credit card facility” means the credit facility provided or to be provided to *you* under this *contract*.

“credit fees and charges” means the credit fees and charges set out in the *Bendigo Credit Card Schedule* (as varied from time to time) any other fees and charges payable in connection with this *contract*, but does not include:

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

“credit limit” means the amount *we* determine to be the *credit limit* from time to time. The *credit limit* as at the *disclosure date* is set out in the *Bendigo Credit Card Schedule*.

“Disclosure date” means the date referred to as the *“disclosure date”* in the *Bendigo Credit Card Schedule*.

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

“Government transaction charges” means government charges and duties on receipts or withdrawals in respect of the *card account* whether or not *you* are primarily liable to pay these charges *including* debits tax, transaction duty and any similar government charges or duties that apply to the *contract* or the *card account* from time to time.

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

“insolvent” means being an *insolvent* under administration or *insolvent* or having a controller appointed (each as defined in the Corporations Law - *such as* being bankrupt), in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or otherwise unable to pay debts when they fall due.

“manually generated fees and charges” means fees and charges that are debited through a manual entry by one of *our* officers.

“MasterCard International exchange rate” means any exchange rate MasterCard International chooses.

“MasterCard SecureCode” means the online authentication service provided for MasterCard cardholders when making online transactions at participating merchants.

“online authentication password” means the *password* made up of letters and/or numbers nominated by *you* during online registration with the *Verified by Visa* and/or *MasterCard SecureCode* service.

“password” means the word or numbers and/or letters nominated by *you* that may be required for identification purposes in order to access *your account*.

“Pay Anyone transaction” means a transaction using the Pay Anyone Service as described in section M of the Personal Accounts and Facilities Terms and Conditions, which can be obtained by contacting any of *our* branches, by telephoning Customer Contact and Care on **1300 BENDIGO** (1300 236 344) or by visiting *our* website at www.bendigobank.com.au

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

“security” means any mortgage, charge, lien, pledge, trust, power or other rights given as or in effect as *security* for the payment of money or performance of obligations. *Security* also *includes* a guarantee and/or an indemnity.

“such as” see *including*.

“system generated fees and charges” means fees and charges that are debited automatically by *our* computer system.

“Verified by Visa” means the online authentication service provided by Visa cardholders when making online transactions at participating merchants.

“Visa International exchange rate” means any exchange rate Visa International chooses.

“we”, “us”, “our” or **“Bendigo Bank”** means Bendigo and Adelaide Bank Limited ABN 11 068 049 178, AFSL/Australian Credit Licence 237879.

“you” or **your** means the *person* or *persons* named in the *Bendigo Credit Card Schedule* as “customer”. If there are more than one, **you** means each of them separately and every two or more of them jointly. **You** *includes your* successors and assigns.

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

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

Anything *includes* the whole and each part of it.

Bendigo and Adelaide Bank Limited

ABN 11 068 049 178, AFSL/Australian Credit Licence No. 237879.

Electronic Banking Conditions of Use

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Some of the words used in these Conditions of Use have special meanings. When a word with a special meaning is used, it is printed in italics (*like this*). These special meanings are set out in condition 12 of these Conditions of Use.

1. Scope of these Electronic Banking Conditions of Use

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

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

These Conditions of Use do not apply when *you* are required to sign a voucher, order or other document to perform a transaction using *your card* or *card* details.

Separate terms and conditions also apply to each *account* and the *Bendigo Credit Card Conditions of Use* and *Bendigo Credit Card Schedule* also apply to the use of *your Bendigo Credit Card*, in addition to these Conditions of Use.

These Conditions of Use do not apply in relation to Bendigo Phone Banking and Bendigo e-banking which have separate terms and conditions.

2. Codes of practice

We warrant that we will comply with the requirements of the Electronic Funds Transfer Code of Conduct.

3. Your card

When *you* use *your card* at the office or *EFD* of another organisation *you* are still bound by these Conditions of Use as if the *card* was used in one of *our* own offices or *EFDs*.

You will also be subject to any operational condition imposed by that other organisation and we accept no responsibility for the imposition of such conditions.

4. Receipts and statements

When you use an *EFD* to access *your account* we will provide you with a record of *your* transaction, unless you specify that a record is not required. Make sure you check *your* record of the transaction and keep it to reconcile to *your* statement.

5. If the EFD malfunctions

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

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

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

6. Use of EFDs to transact on your card account

6.1 We can at *our* discretion impose a limit on the amount you can withdraw in cash from *your account* at a branch, from an ATM or via an EFTPOS terminal. *Our* current maximum daily withdrawal limit for transactions conducted using a PIN in conjunction with a card is \$1000.

Our current maximum daily withdrawal limit for transactions conducted via an EFTPOS terminal when “Credit” is selected (regardless of whether you enter your PIN) is the balance of your account or your available credit limit.

We may vary the amount of these limits or any other limits we impose from time to time.

Merchants and operators of EFDs may impose additional restrictions.

- 6.2 Use your Bendigo Credit card to obtain a cash advance from your card account at any ATM overseas bearing the VISA or PLUS symbol (for Bendigo Visa Credit Card) or the MasterCard, Cirrus or Maestro symbols (for Bendigo MasterCard Credit Card).

7. Use of EFDs to transact on a linked account

- 7.1 You may link your card to:

- a primary demand deposit account;
- a primary revolving credit account;
- a primary mortgage loan account.

- 7.2 You can use your card to carry out the following transactions at any of our ATMs:

- Make deposits to a primary demand deposit account, a primary revolving credit account and a primary mortgage loan account;
- Withdrawal from a primary demand deposit account and a primary revolving credit account;
- Transfer money from a primary demand deposit account to a primary revolving credit account or a primary mortgage loan account;
- Transfer money from a primary revolving credit account to a primary demand deposit account or a primary mortgage loan account;
- Get account balances for a primary demand deposit account and a primary revolving credit account.

- 7.3 You can use *your card* at an ATM operated by a financial institution other than *us* to carry out the following transactions:
- Withdrawals from a *primary demand deposit account* and a *primary revolving credit account*;
 - Get *account balances* for a *primary demand deposit account* and a *primary revolving credit account*;
 - You may also be able to transfer money from one *account* to another depending upon the particular financial institution which operates the *ATM*.
- 7.4 You can use *your card* at an EFTPOS terminal to withdraw cash from a *primary demand deposit account*.
- 7.5 You can use *your card* at a Bank@Post™ terminal to carry out the following transactions:
- Withdrawals from a *primary demand deposit account* and a *primary revolving credit account*;
 - Deposits to a *primary demand deposit account* and a *primary revolving credit account*;
 - Get an *account balance* for a *primary demand deposit account* and a *primary revolving credit account*.
- 7.6 You can use *your Bendigo Credit card* to obtain a *cash advance* from *your card account* at any ATM overseas bearing the VISA or PLUS symbol (for a Bendigo Visa Credit Card) or the MasterCard, Cirrus or Maestro symbols (for a Bendigo MasterCard Credit Card).

8. Processing date, deposits, withdrawals, transfers and purchases on your account

- 8.1 Transactions made via an *EFD* after 5pm Victorian Time on any day may be held over and not processed to take effect until the next day.

- 8.2 When *you* make a deposit to *your account* at an *EFD* operated by *us*, two Bank Officers open the *EFD* the next working day and compare the amount *you* placed in the envelope with the amount *you* entered in the *EFD*. If there is a difference between these two amounts then *we* will accept the amount in the envelope as the amount deposited and advise *you* in writing as soon as possible of the difference and adjust the statement of account accordingly, as at the date of the deposit.
- 8.3 *We* will not accept any cheque that is not payable to *you*, whether the cheque has been endorsed in *your* favour or not.
- 8.4 The proceeds of any deposit may not be available for up to seven working days after the deposit is made. However, this does not mean that the proceeds of any cheques are clear and should the drawer's bank return a cheque after this time, *we* reserve the right to debit *your account* with the amount of the cheque plus applicable bank charges.
- 8.5 Deposits to *your account* may be made:
- at any of *our* branches;
 - at any Bank@Post™ terminal;
 - by mail; or
 - through selected Bendigo Bank *ATMs*.
- 8.6 *You* must not make any withdrawals, transfers or purchases for an amount that is greater than the balance on any *account* that is not a credit *account*. *We* do not provide unauthorised credit on such an *account*. If *you* do overdraw on such an *account* *you* must pay it to *us* immediately.
- If *you* overdraw any *account* that is not a credit *account*, a fee may be charged for clearing that overdrawn *account*, in addition to any interest on the amount overdrawn which will be calculated daily until the overdrawn amount is repaid.

9. Liability for transactions

9.1 The *account* holder is not liable for transactions:

- that are caused by the fraudulent or negligent conduct of *our* employees or agents or companies involved in networking arrangements or of merchants who are linked to the *EFT* system or of their agents or employees;
- which relate to *cards* that are forged, faulty, expired, or cancelled;
- that arise from transactions which required the use of a *card* or *PIN* and that occurred before *you* received that *card* or *PIN* (including a reissued or replacement *card* or *PIN*);
- that are caused by the same transaction being incorrectly debited more than once to the same *account*; or
- where it is clear *you* have not contributed to the loss.

9.2 The *account* holder is liable for losses arising from unauthorised transactions carried out using the *card* only as provided in conditions 9.3, 9.4, 9.5 and 9.6.

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

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

- where we permit *you* to select or change a *PIN* or *password*, by selecting numbers which represents *your* birth date or letters which are a recognisable part of *your* name, if immediately before *you* did this we specifically warned *you* not to do so and that *you* might incur liability by doing so; or
- by acting with extreme carelessness in failing to protect the security of the *PIN* or *password*.

9.4 Where we can prove on the balance of probability that *you* contributed to the losses by unreasonably delaying to notify *us* as required by condition 5.1 of the Credit Card Terms and Conditions after becoming aware of the misuse, loss or theft of a *card*, or that the *PIN* or *password* had become known to someone else, the *account* holder is liable for the actual losses which occur between when *you* became aware (or should reasonably have become aware in the case of a lost or stolen *card*) and when we were actually notified, but is not liable for the amounts set out in condition 9.5.

9.5 An *account* holder is not liable under conditions 9.3 or 9.4 for the following amounts:

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

- any losses incurred as a result of *you* disclosing, recording or storing a *PIN* in a way that is required or recommended for the purposes of using an *account access service* which is expressly or impliedly promoted, endorsed or authorised by *us*.

9.6 Where we cannot prove that the *account* holder is liable under condition 9.3 or 9.4 but a *PIN* or *password* was required to perform the unauthorised transactions, the *account* holder is liable for the least of:

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

10. Errors or questions

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

- contact any of *our* branches; or
- telephone 1300 361 911 during business hours; or
- write to Card Operations,
PO Box 480, Bendigo 3552.

10.2 When *you* contact *us*:

- Provide *us* with *your* name and *card* number and,
- Details of the transaction/s to be investigated

- *You* will be advised as to the steps *you* must take so that an investigation may proceed. *You* will be required to give details of all relevant information regarding the transactions *you* are unsure about.
- If *we* decide to resolve an unauthorised transaction complaint by finding the *account* holder is liable for none of the loss or not more than \$150 of the loss under condition 9.6, then within seven business days of receiving the complaint, *we* will adjust the *account* accordingly, provide the information required by paragraphs six and nine of this condition and close the investigation. Otherwise, if *we* are unable to resolve the matter immediately *we* will provide *you* with a written advice of *our* procedures as to how it will be investigated further and the other paragraphs in this condition will apply.
- Within 21 days of receiving from *you* the relevant details of *your* complaint *we* will advise *you* in writing of either:
 - a) the outcome of *our* investigation and which provisions of these Conditions of Use and the EFT Code of Conduct were used in determining *your* or *our* liability if any; or
 - b) the need for more time to complete *our* investigation.
- Only in exceptional circumstances, of which *we* will advise *you* in writing, will *we* take more than 45 days (from when *you* provided the relevant details of *your* complaint) to complete *our* investigations.
- On completion of *our* investigation *we* will advise *you* of the outcome and *our* reasons, with reference to relevant provisions of these Conditions of Use and the EFT Code of Conduct. *Our* advice will be in writing unless *we* are able to resolve the matter immediately.

- If *we* conclude as a result of *our* investigations that *your account* has been incorrectly debited or credited, *we* will promptly adjust *your account* (including any interest and charges) accordingly and notify *you* in writing of the amount by which *your account* has been debited or credited as a result.
- If *we* conclude from *our* investigations that *your account* has not been incorrectly debited or credited, or in the case of unauthorised transactions, that *you* have contributed to at least part of the loss occasioned by the unauthorised use (see condition 9.3) *we* will supply *you* with copies of any document or other evidence on which *we* based *our* finding.
- *You* will be advised in writing that, if *you* are not satisfied with *our* findings, *you* may request a review of these findings by *our* senior management. *You* will also be advised in writing of other avenues of dispute resolution procedures set out in these Conditions of Use or required by the EFT Code of Conduct, and where such failure contributed to a decision by *us* against the *account* holder or delayed the resolution of the complaint, *we* may accept full or partial liability for the amount of the transaction which is the subject of *your* query or complaint.

If *we* decide to attempt to resolve the complaint by exercising *our* rights under the rules of the MasterCard credit *card* scheme or Visa credit *card* scheme, as appropriate, against other parties to the scheme, then while that attempted resolution is in progress:

- the time limits under those scheme rules apply instead of the time limits in this condition and *we* will inform *you* of those time limits and when a decision can reasonably be expected;

- if we cannot resolve the complaint within 60 days, we will inform *you* of the reasons for the delay and we will provide *you* with updates on progress with the complaint once every two months;
- we will suspend the *account* holder's obligation to pay any amount which is the subject of the complaint and any associated credit and other charges until the complaint is resolved.

11. Changes to these Conditions of Use

11.1 We can change these Conditions of Use at any time. However, if the changes:

- increase *your* liability;
- impose or increase charges relating to the use of *your card* or *PIN* or relating to issuing additional or replacement *cards* or new *PINs*; or
- impose, remove or adjust a daily transaction limit or other periodic transaction limit applying to the use of a *card*, *PIN* or *EFD* or electronic system for *EFT* transactions.

we will give *you* at least 20 days notice of any changes.

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

11.3 We do not have to give advance notice of any changes we need to make due to an immediate need to restore or maintain the *security* of *our* systems or individual *accounts*.

12. Meaning of words

“**account**” means any banking facility approved by *us* which may be accessed by a *card*.

“**account access service**” has the same meaning as in the *EFT Code of Conduct*.

“**ATM**” means an Automatic Teller Machine.

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

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

“**cash advance**” means credit provided in the form of cash, either directly from *us* or from another financial institution, and credit provided through a Pay Anyone transaction, a Bendigo Phone Banking transaction, a Bendigo e-banking transaction or a balance transfer transaction.

“**electronic equipment**” means electronic terminal, computer, television, telephone and similar equipment and *includes* an *EFD*.

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

“**EFT**” means the electronic transfer of funds.

“**password**” means the word or numbers and/or letters nominated by *you* that may be required for identification purposes in order to have access to *your account*.

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

“**PIN**” means the Personal Identification Number.

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

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

“primary revolving credit account” means any revolving credit *account you* nominate to be *your* primary revolving credit account.

“we”, “us”, “our” or **“Bendigo Bank”** means Bendigo and Adelaide Bank Limited ABN 11 068 049 178, AFSL/Australian Credit Licence 237879.

“you” or **“your”** means the cardholder. If there are more than one, *you* means each of them separately and every two or more of them jointly.

The singular *includes* the plural and vice versa.

A reference to:

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

Anything *includes* the whole and each part of it.

The following information statement is not part of the *contract*. It only applies if *your contract* is regulated by the National Credit Code.

Form 5

Information statement

paragraph 16 (1) (b) of the Code regulation 70 of the Regulations

Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

The contract

1 How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before —

- your contract is entered into; or
- you make an offer to enter into the contract;

whichever happens first.

2 How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy —

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3 Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as —

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

4 Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

5 How can I find out the payout figure?

You can write to your credit provider at any time and ask for a statement of the payout figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

6 Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

7 Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

8 Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example —

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for —
- a change in the way in which interest is calculated; or
- a change in credit fees and charges; or
- any other changes by your credit provider;

except where the change reduces what you have to pay or the change happens automatically under the contract.

9 Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is Financial Ombudsman Service and can be contacted at:

GPO Box 3
Melbourne VIC 3001
Phone: 1300 78 08 08
Fax: 03 9613 6399
Website: www.fos.org.au
Email: info@fos.org.au

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

Insurance

10 Do I have to take out insurance?

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider can not insist that you use any particular insurance company.

11 Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

12 If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13 In that case, what happens to the premiums?

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

14 What happens if my credit contract ends before any insurance contract over mortgaged property?

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

Mortgages

15 If my contract says I have to give a mortgage, what does this mean?

A mortgage means that you give your credit provider certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to the credit provider.

16 Should I get a copy of my mortgage?

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

17 Is there anything that I am not allowed to do with the property I have mortgaged?

The law says you can not assign or dispose of the property unless you have your credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or can not do with the property.

18 What can I do if I find that I can not afford my repayments and there is a mortgage over property?

See the answers to questions 22 and 23.

Otherwise you may —

- if the mortgaged property is goods — give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- sell the property, but only if your credit provider gives permission first;

OR

- give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.

If your credit provider won't give permission, you can contact their external dispute resolution scheme for help.

If you have a guarantor, talk to the guarantor who may be able to help you.

You should understand that you may owe money to your credit provider even after the mortgaged property is sold.

19 Can my credit provider take or sell the mortgaged property?

Yes, if you have not carried out all of your obligations under your contract.

20 If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

21 When can my credit provider or its agent come into a residence to take possession of mortgaged goods?

Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

General

22 What do I do if I can not make a repayment?

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways —

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

23 What if my credit provider and I can not agree on a suitable arrangement?

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 25.

24 Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

25 Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.

EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS FINANCIAL OMBUDSMAN SERVICE AND CAN BE CONTACTED AT:

**GPO BOX 3
MELBOURNE VIC 3001
PHONE: 1300 78 08 08
FAX: 03 9613 6399
WEBSITE: www.fos.org.au
EMAIL: info@fos.org.au**

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

