

# Bendigo Personal Loan.

## Terms & Conditions.

1 July 2019

Bendigo and Adelaide Bank Limited  
The Bendigo Centre  
Bendigo VIC 3550  
Telephone 1300 236 344  
ABN 11 068 049 178.  
AFSL/Australian Credit Licence 237879

Bendigo and Adelaide Bank Limited has appointed Community Sector Banking Pty Ltd ABN 88 098 858 765 ("Community Sector Banking") as its Authorised Representative and Credit Representative to advise and deal in relation to these products.

Community Sector Banking ABN 88 098 858 765 (Australian Financial Services authorised representative No. 265317 and Australian Credit authorised representative No. 379667) is a franchisee of Bendigo and Adelaide Bank Limited ABN 11 068 049 178, AFSL and Australian Credit Licence No. 237879 and is a wholly owned subsidiary of Community Sector Enterprises Pty Ltd ABN 95 098 858 354. Community Sector Enterprises is a 50/50 joint venture between Bendigo and Adelaide Bank and Community 21 Limited ABN 79 097 612 416.

Banking products are products of Bendigo and Adelaide Bank.

#### Personal Loan Contract Terms and Conditions

This document does not contain all of the information We must give You before You enter into this Contract. The rest of the information is in the Loan Schedule. The Contract consists of both documents. They should be read together. You should read these documents carefully. You should also keep the documents for Your future reference.

## Table of contents

Personal Loan Contract Terms and Conditions	1
1. What We Lend and When	2
2. Interest Charges	2
3. Joint Accounts	3
4. Fees and Charges	3
5. What You Owe Us	3
6. Repayments	3
7. Redraw Facility	3
8. Sweep Facility	4
9. If You are in Default	4
10. What Happens To Payments We Receive	4
11. Substituting Security	4
12. Statements	4
13. Inconsistency	5
14. Banking Code of Practice	5
15. Account Combination	5
16. How We May Exercise Our Rights	5
17. Our Certificates	6
18. Assignment	6
19. Valuations	6
20. Blanks	6
21. Notices, Other Communications and Serving Documents	6
22. Changes	6
23. Waiver	7
24. Set-Off	7
25. Consumer Credit Legislation and Severance	7
26. Applicable Law	7
27. Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF)	7
28. Security - Not Applicable	8
29. Electronic Banking	8
30. If You have a complaint	13
31. Meaning of Words	14
Things You should know about Your proposed credit contract	15

The meaning of words printed with capitalised first letters (Like This) and some other key words are explained at the end of these Terms and Conditions.

## **1. What We Lend and When**

1.1 We agree to lend You the Amount Of Credit.

1.2 We can debit all or any part of the Amount Of Credit to Your Loan Account. We can debit it (so that You pay interest charges on the amount) on the day We lend You the amount (if We pay You the amount by posting a cheque, this is the day We post the cheque).

If Our solicitors provide or are to provide any of the Amount Of Credit to You or at Your request (Such As on the settlement of a property purchase), the day We lend You the amount is the day We provide the funds to Our solicitors.

1.3 However, We only have to lend the Amount Of Credit if We have received:

- (a) each Security and any documents We require in relation to any Security; and
- (b) evidence of any insurance We require; and
- (c) any report or valuation We require; and
- (d) any certificate of independent advice from a solicitor We require; and
- (e) any certificate of financial advice from a financial adviser We require; and
- (f) any other document or information We reasonably require; and
- (g) evidence that You have paid or have made satisfactory arrangements to pay any applicable conveyance or transfer stamp duty, registration fee or similar impost in connection with each Security.

1.4 We can end this Contract before We have lent You the amount of credit if:

- (a) any of the items listed in clause 1.3 are not provided to Us or are not paid or are not satisfactory to Us; or
- (b) You or a Security Provider's financial circumstances have significantly changed since the Disclosure Date; or
- (c) any Security has been withdrawn or is otherwise ineffective; or
- (d) You or a Security Provider is Insolvent; or
- (e) You or a Security Provider is in default under this Contract or a Security; or
- (f) any information which You or a Security Provider gave to Us or which We have about You, a Security Provider or any Security is not correct or has changed since We obtained it.

1.5 We can end this Contract if You have not obtained any of the Amount Of Credit within 90 days of the Disclosure Date.

1.6 If this Contract is ended You must still pay all amounts You are required to pay up to that time under this Contract. If this Contract is ended before You have obtained any of the Amount Of Credit, or used a card or other means of obtaining credit provided to You by Us to acquire goods or services for which credit is to be advanced under the Contract, You must also pay all amounts You are required under this Contract to pay on the Settlement Date except for fees and charges in respect of any of Our Costs We no longer have to pay.

1.7 You must tell Us if anything has happened which prevents You from complying with Your obligations under this Contract or if there are changes to Your position as stated in all the declarations You have made to Us in connection with this Contract, including in the application form, before We lend You any of the Amount Of Credit.

## **2. Interest Charges**

2.1 Interest charges for each day are calculated on a daily basis by applying the Daily Percentage Rate to the Daily Balance.

2.2 We can debit interest charges to Your Loan Account monthly on the last day of each month. We can also debit interest charges to Your Loan Account at the following times:

- (a) immediately before We credit to Your Loan Account a payment that equals or exceeds the Loan Account Balance at that time; and
- (b) on the day the Loan Account Balance becomes due under clause 9 of these Terms and Conditions.

2.3 The amount of interest charges debited will comprise the sum of interest charges calculated for each day in the period commencing on:

- (a) in the case of the first interest debit, the Settlement Date;
- (b) otherwise, the day following the last day for which an interest charge was debited,

and ending:

- (a) where the interest charge debit takes effect earlier than immediately before the end of the day on which it was debited, the day before that day;
- (b) otherwise, the day on which the interest charge is debited.

2.4 We can change the Annual Percentage Rate at any time except during a Fixed Rate Period. If any law regulates that change, We may only change to the extent permitted by, and subject to, the requirements of that law.

- 2.5 You can find out what any current reference rates under this Contract are by asking any of Our officers at any of Our branches, by telephoning Our customer service team on 1300 236 344 or by telephoning Community Sector Banking on **1300 CSBANK** (1300 272 265). We publish Our reference rates in a major newspaper on the last day of publication each month.
- 2.6 For the purposes of payments under the Contract, a day ends at 5:00pm (AEST/AEDT).
- 3. Joint accounts**
- 3.1 This clause 3 applies if more than one Person is named in the Schedule as "Customer".
- 3.2 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 Loan Account.
- 4. Fees and Charges**
- 4.1 You must pay to Us the following fees and charges (which are authorised by this Contract):
- Government Transaction Charges; and
  - the credit fees and charges set out in the Loan Schedule which are payable at the times specified in the Loan Schedule; and
  - any other standard fees and charges (apart from Credit Fees and Charges and Government Transaction Charges) We impose from time to time (see the Bendigo Bank Schedule of Fees, Charges and Transaction Rebates, as amended from time to time).
- 4.2 We can debit these fees and charges to Your Loan Account.
- 4.3 We can debit the Government Transaction Charges to Your Loan Account when the receipt or withdrawal to which those charges relate occurs.
- 4.4 We can change the amount of any credit fee or charge or change this contract to impose a new credit fee or charge at any time without Your consent. If any law regulates a change, We may only make the change to the extent permitted by, and subject to, the requirements of that law.
- 4.5 Information on current fees and charges is available on request by asking any of Our officers at any of Our branches, by telephoning Our customer service team on 1300 236 344 or by telephoning Community Sector Banking on **1300 CSBANK** (1300 272 265)
- 5. What You Owe Us**
- Once We debit an amount to Your Loan Account, (if it is not already owed) You owe Us that amount.
- 6. Repayments**
- 6.1 You must pay the repayments We determine at the times We determine. As at the Disclosure Date the repayments are those set out in the Loan Schedule and they must be paid at the times set out in the Loan Schedule.
- 6.2 You must pay Us the Loan Account Balance plus any amounts charged, accrued or payable but not yet debited to Your Loan Account at the end of the Loan Term if they have not become due and payable any earlier.
- 6.3 You can pay the Loan Account Balance at anytime. If You do this, You must also pay any amounts charged, accrued or payable but not yet debited to Your Loan Account at that time.
- 6.4 We do not treat a payment as made until We credit it to the Loan Account.
- 7. Redraw Facility**
- 7.1 Subject to this clause and the conditions in the Redraw Facility section of the Personal Loan Schedule, You may redraw money You have prepaid by:
- Completing and signing a Loan Redraw Request form; or
  - Using Bendigo e-banking if You have completed an Application for Online Redraw form;
  - If there is more than one Borrower:
    - the signatures of all of Borrowers, are required on the Loan Redraw Request form or Application for Online Redraw form; and
    - on acceptance of the Application for Online Redraw form by Us, You in conjunction with any joint signatory will be able to authorise a redraw from Your Loan Account via Bendigo e-banking.
- 7.2 Any redraws will be debited to Your Loan Account and the balance of this account will increase accordingly and interest will accrue on this new balance from the date the redraw takes effect on Your Loan Account.
- 7.3 A fee may apply as outlined in the Financial Table Our Credit Fees and Charges.
- 7.4 We may refuse Your application, refuse any request for redraw, withdraw Bendigo e-banking access to redraw or withdraw Your right to redraw at any time without notice if:
- any one of You ask Us to in writing or send a Secure Email of authorisation via Bendigo e-banking;
  - You are in default under Your personal loan as specified within item 9 of this document;
  - a variation to the terms of Your loan is being processed;
  - Your Loan Account has a nil or credit Balance, or at Our discretion.
- 7.5 Redraw limits may be changed or new limits may be imposed in the future:
- by method of redraw;
  - for redraw by cash or by cheque or otherwise;

- (c) by number or amount or otherwise; and in relation to a particular period of time or otherwise.

The redraw limits are set out in Redraw Facility Section of the Personal Loan Schedule. We will notify You of any change We make by giving You written notice of the change not later than 30 days before the change takes effect.

## 8. Sweep Facility

We can give You a sweep facility. If We do then:

- (a) You may request Us to transfer payment from Your Loan Account to a Bendigo Visa Credit card or Bendigo Mastercard Credit card on any day during the term of this Contract an amount up to but not exceeding the amount by which
  - (i) the Scheduled Balance on that day exceeds;
  - (ii) the sum of the Daily Balance on that day and one repayment.

Only one attempt to transfer funds will be made and if unsuccessful, You will be notified in writing that no more attempts will be made. A fee as outlined in the Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates will be debited to Your Loan Account in these circumstances.

## 9. If You are in Default

When are You in default?

- 9.1 You are in default if:
  - (a) You do not pay, on or before its due date for payment, any amount payable to Us under this contract or a Security;
  - (b) You are in default or an event of default, however described, occurs under any Security or any other contract or deed with Us;
  - (c) You or any guarantor is or becomes insolvent;
  - (d) another creditor commences legal proceedings against You or a guarantor to recover an overdue payment or takes any action to enforce Security over Your or a guarantor's assets;
  - (e) We believe on reasonable grounds that You, Your agent or a guarantor has not complied with the law or any requirement of a statutory authority or it becomes unlawful for You or Us to continue with the loan that is the subject of this contract;
  - (f) You or a guarantor gives Us information or makes a representation or warranty to Us which is materially incorrect or misleading (including by omission) in connection with this contract or a Security such as information given in an application form;
  - (g) You use the amount of credit for a purpose not approved by Us;
  - (h) Your property or a guarantor's property is dealt with, or attempted to be dealt with, in breach of this contract, any Security or any other agreement or deed with Us without Our consent;

- (i) You or a guarantor do not provide financial information required to be provided by this contract or any Security;
- (j) if You or a guarantor carry on a business at or after the date of this contract, You or the guarantor (as the case may be) do not maintain a licence or permit necessary to conduct the business;
- (k) You or a guarantor do not maintain insurance required to be maintained under this contract or a Security;
- (l) legal or beneficial ownership or management control of You or a guarantor or a business of You or a guarantor changes without Our consent; or
- (m) the status, capacity or composition of You or a guarantor changes without Our consent.

What can happen then?

- 9.2 If You are in default, We may give You a default notice which tells You
  - (a) that You are in default and why;
  - (b) what action is necessary to remedy the default; and
  - (c) that You have to remedy the default within a specified period (at least 30 days from the date of the default notice).
- 9.3 Subject to clause 9.4 below, if You do not remedy the default within the period specified in the default notice, at the end of that period the Loan Account Balance plus any amounts charged, accrued or payable but not yet debited to Your Loan Account automatically become due and payable.
- 9.4 If You are in default other than in the circumstances described in clauses 9.1(a) or 9.1(c) above, clause 9.3 above will only apply if Your default by its nature is material or We reasonably consider Your default has had, or is likely to have, a material impact on:
  - (a) Your or a guarantor's ability to meet Your or their financial obligations to Us; or
  - (b) Our credit or Security risk (or Our ability to assess these risks); or
  - (c) in the circumstances described in clauses 9.1(e), 9.1(f) or 9.1(g) above, Our legal or reputation risk.
- 9.5 In the event of a breach, You must pay Us any expenses We incur in enforcing, attempting to enforce or taking any other action in connection with Our rights under this Contract or a Security. If the National Credit Code applies to this Contract, then in relation to such amounts, You are only required to pay Us any reasonable expenses We reasonably incur in enforcing this Contract or a Security. These expenses are payable when We ask.
- 9.6 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 the Loan Account.
- 9.7 If enforcement expenses are debited to Your Loan Account they will become due and payable at the time they are debited.

9.8 Enforcement expenses Include, in the case of any Security, Costs incurred in preserving or maintaining property subject to the Security Such As paying insurance, rates or taxes for the property after a default where they are authorised by the Security. If the property the subject of a Security can be insured, You must ensure insurance over mortgaged property is taken and maintained. If You do not, We may take out that insurance and any premium We pay will be an enforcement expense.

#### 10. What Happens to Payments We Receive?

- 10.1 We may apply any payment or other credit We receive to any amount You owe under this Contract in any order We choose.
- 10.2 If You have any other credit Contract with Us and You make a payment to Us without telling Us how the payment is to be applied, We will apply the payment to all or any of the credit Contracts in any way We choose.

#### 11. Substituting Security

- 11.1 You may ask Us in writing to allow You to substitute a new Security Interest for a Security. We do not have to agree but, if We do, We will almost certainly impose conditions.
- 11.2 Even if We agree to the substitution, the Security to be replaced is not affected until (and then only to the extent that) We give a written discharge for it.

#### 12. Statements

We will send You statements of account six monthly. However, We need not send a statement of account if:

- (a) We wrote off Your debt during the statement period and no further amount has been debited or credited to Your Loan Account during the statement period; or
- (b) You have been in default under this Contract during the statement period and We have commenced enforcement proceedings.

A new statement period commences on the Settlement Date.

You can request a statement of account or query a transaction on Your statement of account at any time by contacting any of Our branches, by telephoning Our customer service team on 1300 236 344 or by telephoning Community Sector Banking on **1300 CSBANK** (1300 272 265).

#### 13. Inconsistency

- 13.1 If there is any conflict or inconsistency between the Loan Schedule, Terms and Conditions and any Security, those documents will prevail in that order to the extent of the inconsistency.
- 13.2 To the extent allowed by law and subject to clauses 25.2, 25.3 and 25.4 this Contract prevails to the extent it is inconsistent with any law.

#### 14. Banking Code of Practice

- 14.1 The Banking Code of Practice applies to the Contract. The Banking Code of Practice is a code of conduct which sets standards of good banking practice for Us to follow when dealing with You. You should obtain a copy of the Banking Code of Practice available from any of Our branches.
- 14.2 The Banking Code of Practice requires Us to draw Your attention to the availability of general descriptive information concerning Our banking services. This includes information about:
- (a) account opening procedures;
  - (b) Our obligations regarding the confidentiality of Your information;
  - (c) complaint handling procedures;
  - (d) bank cheques;
  - (e) the advisability of You informing Us promptly when You are in financial difficulty so that We may discuss Your situation; and
  - (f) the advisability of You reading the Terms And Conditions applying to this banking service.

Some of this information is contained in this document. The information is also set out in full in the Personal Accounts and Facilities Terms and Conditions, which can be obtained by contacting any of Our local branches, by telephoning Our customer service team on 1300 236 344, by visiting Our Website at [www.bendigobank.com.au](http://www.bendigobank.com.au), by telephoning Community Sector Banking on **1300 CSBANK** (1300 272 265) or by visiting the Website at [www.communitysectorbanking.com.au](http://www.communitysectorbanking.com.au)

- 14.3 Information on the current loan interest rates and fees and charges can be obtained by visiting Your nearest Bendigo Bank branch by telephoning Our customer service team on 1300 236 344 or by telephoning Community Sector Banking on **1300 CSBANK** (1300 272 265).
- 14.4 You can alter or stop a payment service by giving Us notice in writing. We can alter or stop a payment service at any time.
- 14.5 You should inform Us promptly if You are in financial difficulty so that We may discuss Your situation.

#### 15. Account Combination

- 15.1 We may at any time combine the balances of two 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 Amount Of Credit applicable to Your Loan Account and the other account/s are 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.
- 15.2 If You are a recipient of Centrelink benefits, We will act in accordance with Our obligations under the Code of Operation for Department of Human Services and Department of Veterans' Affairs Direct Credit Payments when exercising Our right to combine accounts.

15.3 We will not exercise Our right to combine Your accounts in connection with amounts You owe in respect of any credit facility which You hold with Us that is regulated by the National Credit Code:

- (a) while We are actively considering Your financial situation as a result of Your hardship application (We may ask You, as a condition of not exercising Our right to combine Your accounts, to agree to retain funds in an account until Our decision on Your hardship application has been made); or
- (b) while You are complying with an agreed arrangement with Us resulting from Our consideration of Your hardship application.

## 16. How We May Exercise Our Rights

- 16.1 We may exercise a right or remedy or give or refuse Our consent in any way We consider appropriate Including by imposing reasonable conditions.
- 16.2 If We do not exercise a right or remedy fully or at a given time, We can still exercise it later.
- 16.3 Our rights and remedies under this Contract are in addition to other rights and remedies provided by law independently of it.
- 16.4 Our rights and remedies under this Contract may be exercised by any of Our employees or any other Person We authorise.
- 16.5 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 to the extent it was not caused by the negligence, fraud or wilful misconduct of Us, Our employees or agents or a receiver appointed by Us.

## 17. 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.

## 18. Assignment

- 18.1 We may assign or otherwise deal with 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.
- 18.2 Your rights are personal to You and may not be assigned without Our written consent.

## 19. Valuations

Any valuation or report We obtain is for Our benefit, not Yours. You may not rely on it.

## 20. Blanks

You agree that We may fill in any blanks in any related document to this Contract (Such As an acknowledgement). or make minor corrections

(such as to correct a typographical error), where the details completed or corrected are of no material consequence (for example a date, partially omitted title detail and such-like).

## 21. Notices, Other Communications and Serving Documents

21.1 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.

21.2 Communications for Us may be:

- (a) given personally to one of Our employees at:
  - (i) any of Our branches We tell You; or
  - (ii) Our registered office; or
- (b) sent by prepaid post or electronically (Such As by facsimile or telex) to any of those places; or
- (c) given by any other means permitted by law.

21.3 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 pre-paid post or electronically (Such As by facsimile) to any of those places; or
- (c) given by any other means permitted by law.

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

## 22. Changes

22.1 Acting reasonably We can change this Contract (Such As by varying an existing provision or adding a new provision) at any time without Your consent Including:

- (a) imposing a new fee or charge;
- (b) changing a reference rate or any other rate that applies to this Contract;
- (c) changing the manner in which interest is calculated or applied under this Contract;
- (d) changing the way in which repayments are calculated or when they are due;
- (e) changing when We will give You a statement of account.

If any law regulates that change, We may only make that change to the extent permitted by, and subject to, the requirements of that law.

22.2 We will notify You of changes as set out below:

Type of change	Minimum notice period*	Notification method**
Introducing or changing fees and charges (including timing)	30 days in advance	In writing or by newspaper advertisement
Interest rate changes (other than those below) (This does not apply to rates linked to money markets or other external rates (which We do not control for which We cannot notify changes in advance.) These changes take effect from the earlier of the date You receive notification, or they are first published.)	No later than the date of the change	In writing or by newspaper advertisement
A change to the: • method by which interest is calculated or applied • frequency with which interest is debited or credited	30 days in advance	In writing
Introducing or changing any Government charge or tax (Note: We will only notify You if not publicised by the government separately)	30 days in advance	In writing or by newspaper advertisement
A change to amount of, frequency or time for repayments, the period over which they are to be paid, the manner in which they are to be paid or the method of calculation of repayments	30 days in advance	In writing
Changes: • of an administrative nature or which We make in order to fix an error, inconsistency or omission • to replace a reference rate or index with a different reference rate or index • to modify Our products or services to improve Our customer service • to make the <i>contract</i> consistent with Our internal processes, including technology improvements • which We consider necessary or desirable to meet best practices in Our industry	30 days in advance, or shorter if the change is not adverse to You	In writing, by newspaper advertisement or on Our website, in any other case

\*We may not give You advance notice if a change reduces Your obligations (for example if the interest rate drops) or if You get longer to pay, but We will nevertheless give You notice with Your next statement.

\*\*In addition to the methods described in the table, We will always give You notice of each change in the next statement after the change, and We may also notify You by any other method permitted or required by law. Where We give You notice in writing, We may do so electronically only if You have agreed to Us doing so.

\*\*\*We may give You a shorter notice period, or no notice, of an unfavourable change if:

- We believe doing so is necessary for Us to avoid, or to reduce, a material increase in Our credit risk or Our loss, or
- there is a change to, or introduction of a government charge that You pay directly, or indirectly, as part of Your banking service. In that case, We will tell You about the introduction or change reasonably promptly after the government notifies Us (however, We do not have to tell You about if the government publicises the introduction or change).

**23. Waiver**

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.

**24. Set-Off**

You must pay all amounts due under this Contract in full without setting off amounts You believe We owe You except to the extent You have a right of set-off granted by law which We cannot exclude by agreement (Such As under a National Credit Code) or where there is a genuine dispute as to the amounts due under this Contract.

**25. Consumer Credit Legislation and Severance**

25.1 Clauses 25.2 and 25.3 apply to the extent that the National Credit Code applies to this Contract. The National Credit Code is government legislation designed to standardise and regulate credit practice within Australia. The National Credit Code sets out requirements We must meet and follow when providing certain credit to You, and some rights You have when dealing with Us. A copy of the National Credit Code or more information can be obtained from the Website at [www.asic.gov.au/credit](http://www.asic.gov.au/credit)

25.2 If:

- that Code would otherwise make a provision of this Contract illegal, void or unenforceable; or
- 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.

25.3 If that Code is inconsistent with this Contract, that Code overrides this Contract to the extent of the inconsistency.

25.4 Subject to clauses 25.2 and 25.3, any provision of this Contract that is illegal, void or unenforceable shall be ineffective only to the extent of such illegality, voidness or unenforceability without invalidating the remaining provisions of this Contract.

## 26. Applicable Law

26.1 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.

26.2 Each of Us 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.

## 27. Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF)

To comply with requirements of anti-money laundering and counter-terrorist 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-terrorist financing or any other law.

## 28. Security - Not Applicable

Your obligations under the Contract are not covered by any Security Interest other than any Security Interest referred to in the Loan Schedule or the subject of a specific acknowledgement from You that it covers Your obligations under the Contract, even if You or someone else have given Us a Security Interest for all Your debts to Us.

## 29. Electronic Banking

We warrant that We will comply with the requirements of the ePayments Code.

You must notify Us immediately of the loss, theft or misuse of Your card, access number, Security token, password or PIN. You can contact Our 24 hour Hotline on 1800 035 383. This is available 24 hours a day, 7 days a Week.

### 29.1 Bendigo e-banking

This section applies if You register for access to Bendigo e-banking.

#### (a) Applying for Bendigo e-banking

You may apply for access to Bendigo e-banking by completing customer registration through Our customer service team on 1300

263 344, at any of Our branches or by telephoning Community Sector Banking on **1300 CSBANK** (1300 272 265). Approval of an application is at Our discretion. Bendigo e-banking is not available for all accounts.

#### (b) Access Numbers and PINS

If We approve Your application, We will provide You with an access number and a temporary PIN. The temporary PIN is valid for 5 days from the date of issue. Before the end of that 5 day period You must use that access number and temporary PIN to access Bendigo e-banking for the first time. You will then be asked to select and enter a PIN and to re-enter the same PIN to confirm.

You acknowledge and accept that:

- (i) the access number We issue You, together with Your selected PIN, is the means by which
- (ii) You use Bendigo e-banking and We identify You;
- (iii) anyone using Your access number and PIN will be able to have access to and conduct transactions on a nominated account using Bendigo e-banking;
- (iv) the use of a Security token in e-banking will enhance the Security of Your access.

You authorise Us to act upon all instructions given to Us using Your access number and PIN and subject to any other provision of these Terms and Conditions, You are liable for any such instructions.

We will endeavour to promptly act upon Your instructions.

You agree that You are bound by the Bendigo Bank Website Terms of Use when You use Our Website.

#### (c) Services Available Using Bendigo e-banking by using Bendigo e-banking You may be able to:

- (i) review the balance of a nominated account to determine the current or available balance;
- (ii) transfer funds between nominated accounts;
- (iii) arrange recurring or future specific date funds transfers (Bendigo e-banking only);
- (iv) review the transaction history of a nominated account;
- (v) select a nominated account and view transaction related details including the date of the transaction, the type of the transaction (Such As a withdrawal) and the amount;
- (vi) receive a fax "mini-statement" of transaction related details (Phone Banking only);
- (vii) perform selected transaction enquiries;

- (viii) select an individual or a range of transactions on a nominated account for closer examination;
  - (ix) access Secure Email which enables You to send and receive (secure) messages to and from internal Bendigo Bank departments (Bendigo e-banking only). Sensitive information should not be submitted via secure email (e.g. Tax File Numbers, Card Numbers etc);
  - (x) access Account Notification which allows You to establish account balance thresholds and to nominate methods (Including fax and/or email) for notification if the thresholds are exceeded (Bendigo e-banking only);
  - (xi) authorise transactions on a nominated account where more than one signatory would normally be required. With the Authorisations feature, one signatory to the account can "set up" a transaction for authorisation by other signatories - either real time or at a future date (Bendigo e-banking only).
- (d) Authorised Signatories and operating instructions

You may ask Us, in writing, to authorise one or more other people to access and operate Your account. A Person who is authorised to operate Your account is called an authorised signatory.

This includes:

- (i) a) a Person who is authorised to access and operate Your account without a card – an authorised signatory; and
- (ii) b) a third party authorised by You to use Bendigo e-banking to access or access and operate
- (iii) Your nominated account and who is registered with Us as an authorised user for use of Bendigo e-banking – an authorised user.

Where there is more than one authorised signatory You must specify how many of the authorised signatories must authorise a transaction in order to operate Your account.

Your instructions in relation to how many authorised signatories must authorise a transaction in order to operate Your account are called operating instructions.

We do not have to agree to Your request to add an authorised signatory to Your account, but if We agree We may impose conditions. If We do not agree to Your request, We will notify You.

You can arrange to have the authority of an authorised signatory cancelled, stopped or revoked, or Your operating instructions changed at any time.

We are entitled to act on all instructions given by Your authorised signatories in accordance with Your operating instructions (Including

appointing a new authorised signatory or revoking the authority of an authorised signatory) unless the authorised signatory is an authorised user who can only access, but not operate, Your account in which case We will only act on the instructions of that Person in so far as they relate to accessing Your account. We are not required to make any inquiries in relation to any instructions received by an authorised signatory in relation to the operation of Your account. You are wholly liable for any loss or damage You or a third party suffers as a result of Us acting upon those instructions.

These Terms and Conditions other than this clause apply to the authorised signatory in the same way that they apply to You. You should ensure that any authorised signatory has read these Terms and Conditions and complies with them as if they Were You. If the authorised signatory does not comply with these Terms and Conditions in a way that would cause You to be in default if the act or omission was Your own, You will be in default.

You consent to Us giving an authorised signatory information about Your account.

(e) Access

You will only have access to accounts where:

- (i) the accounts You seek to access, using Bendigo e-banking, are Bendigo Bank accounts;
- (ii) You are registered with Us as the registered account holder or signatory or have the authority as an authorised user or the registered account holder to access or conduct transactions on the accounts;
- (iii) We have received no notification or We are unaware that the nominated account is under any dispute of any kind with any other party or entity;
- (iv) We have received no notification or We are unaware that an application for bankruptcy or liquidation has been filed either by You, or issued or lodged by another Person or entity;
- (v) A Security token with Bendigo e-banking is required to ensure the most secure form of access;
- (vi) We may at Our discretion insist You use a Security token to access Bendigo e-banking or use certain services within Bendigo e-banking. Your Bendigo e-banking access may be limited or suspended in circumstances where You refuse to use a Security token.

We will make reasonable efforts to ensure the availability of Bendigo e-banking during the hours We have specified from time to time and ensure that information We make available to You through Bendigo e-banking is correct.

We may block access to Bendigo e-banking at any time without notice if We believe either service is being misused by You or used without Your authority.

Where Your access has been blocked due to fraudulent activity, You will be required to use a Security token, firewall software and anti-virus software, update Your operating system and provide proof of the same on Your PC before access will be re-instated.

We may withdraw electronic access to Your account without prior notice to You in the event of any Bendigo Bank equipment or Bendigo Bank system malfunction.

If You give Us notice to cancel Your access, or Your authorised user's access You remain bound by these Terms And Conditions which may apply notwithstanding that Your access or Your authorised user's access has been cancelled.

(f) Exiting Bendigo e-banking

If You use Bendigo e-banking You must click on the logoff button when You have finished using the service. This is particularly important in a work environment or another environment where the terminal You are using may be left unattended for a reasonable period of time.

(g) Confirmation of Transactions

We will provide You with a transaction receipt number every time You make a transaction on Your account using Bendigo e-banking. You should record the transaction receipt number and it should be quoted if You or they have any queries in relation to that transaction.

Subject to the requirements of any law, where You carry out a transaction through Bendigo e-banking on Our Website and We make a transaction record or receipt (which You can save or print) available to You on the Website immediately on completion of the transaction, We will not provide You with a paper transaction record or receipt.

(h) Our responsibility for Bendigo e-banking

Subject to any other provisions of these Terms and Conditions, to the extent permitted by law, We are not liable to You for or in connection with:

- (i) any failure, malfunction, delay or error (for any reason) of any equipment, system or software which is not controlled or provided by or on behalf of Us (Including, without limitation, the telephone, computer, software and telecommunications and ISP services You use to access Bendigo e-banking);
- (ii) any unavailability or failure (of which You should have been aware) of Bendigo e-banking to accept instructions from You;

- (iii) any failure of an access number or PIN to permit You to access Bendigo e-banking;

- (iv) disclosure of information relating to Your accounts through Bendigo e-banking where the information has been obtained by or in conjunction with any Person using Your PIN or access number;

- (v) any unauthorised access to Your information transmitted by Us through Bendigo e-banking in relation to a nominated account; or

- (vi) any failure of an "authentication key" to permit You to access Bendigo e-banking.

You acknowledge and accept that Bendigo e-banking may only show transactions and balances current as at the previous business day.

(i) Liability

You will be liable for all transactions on Your account carried out by using an access number or PIN. You authorise Us to debit all such transactions to Your account.

You indemnify Us against any loss or damage We may suffer due to any claims, suits, demands or action of any kind brought against Us arising directly or indirectly because You:

- (i) did not observe any of Your obligations under the Terms and Conditions in this section; or
- (ii) acted negligently or fraudulently in connection with the other Terms and Conditions.

However, You are not obliged to indemnify Us in respect of any loss or damage We suffer to the extent it was incurred due to the fraud, negligence or wilful misconduct of Us, Our employees or agents or a receiver appointed by Us.

We are not liable for any loss (Including consequential loss) You suffer as a result of using Bendigo e-banking other than any loss or damage which is due to Our fraud, negligence wilful misconduct of Us, Our employees or agents or a receiver appointed by Us or breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.

You acknowledge and accept that Bendigo e-banking may only show transactions and balances current as at the previous business day.

29.2 Your Liability for Unauthorised EFT Transactions

- (a) When You are not liable for loss

You are not liable for an unauthorised EFT Transaction:

- (i) where it is clear You have not contributed to the loss;
- (ii) that is 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;
- (iii) relating to a Card, PIN or Password that is forged, faulty, expired or cancelled;
- (iv) arising from a transaction which required the use of a Card or PIN that occurred before You received that Card or PIN (including a reissued or replacement Card or PIN);
- (v) that is caused by the same transaction being incorrectly debited more than once to the same account; or
- (vi) that take place after You have informed Us that Your Card, PIN or Password has been misused, lost or stolen, or that the Security of any code has been breached.

(b) When You are liable for loss

You are liable for actual losses that result from unauthorised EFT Transactions where the Bank can prove on the balance of probability that You contributed to the losses in one or more of the following ways;

- (i) through Your fraud;
- (ii) by voluntarily disclosing Your PIN or Password to anyone, including a family member or friend (customers will not breach this clause in situations where they disclose their access number and password to Bendigo Bank or a Bendigo Bank approved service provider provided that the customer has been presented with and consented to the relevant disclosure statements related to such request);
- (iii) by recording the PIN or Password on the Card;
- (iv) by keeping a record of the PIN or Password on any item that is liable to loss or theft simultaneously with the Card without making any reasonable attempt to protect the Security of the PIN or Password;
- (v) by acting with extreme carelessness to protect the Security of the PIN or Password;
- (vi) 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, after being instructed not to do so and Were advised that You might incur liability by doing so;

- (vii) by leaving a Card in an ATM which incorporates reasonable safety standards that mitigate the risk of a Card being left in the ATM; or
- (viii) by unreasonably delaying to notify Us as of the misuse, loss or theft of a Card or the where the Security of all codes has been breached. You will then be liable for the actual losses which occur between the time that You became aware of the Security compromise and the time that the Security compromise was reported to Us;

except You will not be liable to pay for that portion of the above specified losses:

- (i) incurred on any one day which exceed any applicable daily transaction limit;
- (ii) incurred in a period which exceeds any applicable periodic transaction limit;
- (iii) that exceeds the balance of the account, including any prearranged credit; or
- (iv) incurred on any account which You and the Bank had not agreed could be accessed using the Card and/ or code(s) used to perform the transaction.

(c) Limited liability for unauthorised EFT Transactions

Where a PIN or Password was required to perform an unauthorised transaction and clause 29.2 (b) does not apply, You will be liable for the least of:

- (i) \$150;
- (ii) the balance of the account that You and the Bank had agreed could be accessed using the Card and/or code(s), including any prearranged credit; or
- (iii) the actual loss at the time that the misuse, loss or theft of the Card or breach of code Security was reported to Us, but not that portion of the loss incurred which exceeds any applicable daily transactions or other periodic transaction limit(s) for that day.

29.3 Errors or questions

- (a) If You have a complaint concerning matters covered by clause 29 (including any apparent error in a transaction or instances of unauthorised transactions or error in Your statement), please promptly notify Us. You can:
  - (i) contact any of Our branches; or
  - (ii) telephone 1300 236 344 during business hours; or
  - (iii) write to Card Operations, PO Box 480, Bendigo VIC 3552.
- (b) When You contact Us:
  - (i) provide Us with Your name and card number and,

- (ii) 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.
- (iii) 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 clause 29.2 (c), 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.
- (iv) Within 21 days of receiving from You the relevant details of Your complaint We will advise You in writing of either:
1. the outcome of Our investigation and which provisions of clause 29 and the ePayments Code Were used in determining Your or Our liability if any; or
  2. the need for more time to complete Our investigation.
- (v) 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.
- (vi) On completion of Our investigation We will advise You of the outcome and Our reasons, with reference to relevant provisions of clause 29 and the ePayments Code. Our advice will be in writing unless We are able to resolve the matter immediately.
- (vii) 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.
- (viii) 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 clause 29.2 (b)) We will supply You with any document or other evidence on which We based Our finding.
- (ix) 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 clause 29 or required by the ePayments Code, 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.
- (x) 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:
1. 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;
  2. 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;
  3. 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.
- (c) **Mistaken Internet Payments**
- In this clause, the following words have these specific meanings:
- Mistaken Internet Payment** means a 'Mistaken Internet Payment' under the ePayments Code or a 'Mistaken Payment' under the NPP Regulations.
- Note: This relates to payments You make to an Unintended Recipient using the Pay Anyone Service where You enter an incorrect BSB or account number. It does not include payments made using BPAY® or a Misdirected payment under the NPP regulations.  
 ® Registered to BPAY Pty Ltd ABN 69 079 137 518
- ADI** means an Authorised Deposit-taking Institution as defined in the Banking Act 1959 (Cth)
- NPP** means the New Payments Platform owned and operated by or for NPP Australia Limited.
- Receiving Bank** means an ADI who subscribes to the ePayments Code, where their customer is the unintended recipient.

**Unintended Recipient** means the recipient of funds as the result of a Mistaken Internet Payment.

This clause applies where You have made a Mistaken Internet Payment:

- covered by the ePayments Code and the Other ADI subscribes to the ePayments Code; or
- which was processed through the NPP.

If You have made a Mistaken Internet Payment, You should report it to Us as soon as possible. We will investigate Your reported Mistaken Internet Payment and inform You of the outcome in writing within 30 business days of Your report.

If We are satisfied that a Mistaken Internet Payment has occurred, We will contact the Receiving Bank. We are not required to take any further action if We are not satisfied that a Mistaken Internet Payment has occurred.

If the Receiving Bank is also satisfied that a Mistaken Internet Payment has occurred the next actions will depend on whether the Unintended Recipient has sufficient funds available in their account.

Where the Unintended Recipient has sufficient funds available in their account, the process depends on when You reported the Mistaken Internet Payment.

- (i) If You made the report within 10 business days, the Receiving Bank will withdraw the funds from the Unintended Recipients account.
- (ii) If You made the report between 10 business days and 7 months, the Receiving Bank will give the Unintended Recipient 10 business days to establish that they are entitled to those funds. If the Unintended Recipient does not establish that they are entitled to the funds, the Receiving Bank will withdraw the funds from the Unintended Recipients account.
- (iii) If You made the report after seven months, the Receiving Bank may try to get the consent of the Unintended Recipient to return the funds. If the Unintended Recipient consents, the Receiving Bank will withdraw those funds from the Unintended Recipients account.

Where the Unintended Recipient does not have sufficient funds available in their account, the Receiving Bank will use reasonable endeavours to retrieve the funds from the Unintended Recipient.

Where the Receiving Bank withdraws the funds from the Unintended Recipients account, the Receiving Bank will return the funds to Us. We will then return the funds to You.

We are not required to credit Your account for the amount of an incorrect 'Pay Anyone' payment pending investigation of Your report.

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

If the Receiving Bank is not satisfied that a Mistaken Internet Payment has occurred the Receiving Bank may try to get the consent of the Unintended Recipient to return the funds.

You will be liable for losses arising from the Mistaken Internet Payment if the Receiving Bank does not recover the funds from the Unintended Recipient.

If You are the Unintended Recipient of funds and if We are required to withdraw those funds from Your account under the ePayments Code (as the Receiving Bank), You authorise Us to withdraw those funds in accordance with the ePayments Code.

### 30. If You have a complaint

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 Your complaint with Us by:

- (a) speaking to a member of Our branch staff directly;
- (b) telephoning the Customer Feedback Team on 1300 361 911 8.30am – 5.00pm (AEST / AEDT) Monday to Friday
- (c) Faxing Us on 1300 367 615
- (d) Emailing [feedback@bendigoadelaide.com.au](mailto:feedback@bendigoadelaide.com.au)
- (e) completing the Customer Feedback form 'Talk to Us We're listening' available from Your nearest branch or online at [www.bendigobank.com.au](http://www.bendigobank.com.au)
- (f) write to the Customer Feedback Team, Bendigo and Adelaide Bank Ltd, Reply Paid 480, Bendigo 3552

or by contacting Community Sector Banking if applicable on **1300 CSBANK** (1300 272 265) 8:30am – 5:00pm (AEST/AEDT) Monday to Friday or email: [customerservice@csbanking.com.au](mailto:customerservice@csbanking.com.au)

If You are not satisfied with the response provided by Our Customer Feedback Team, You have the option of referring the matter to the Customer Advocate who will impartially assess Your complaint, keep You informed of the progress and provide You with a response:

- (a) telephone – 1300 139 527 (+61 3 5485 7919) between 8.30am and 5.00pm (AEST /AEDT) Monday to Friday

(b) email –  
customeradvocate@bendigoadelaide.com.au

(c) post/letter – write to Customer Advocate  
PO Box 480, Bendigo, VIC, 3552

Alternatively (or following consideration by the Customer Advocate) You may refer Your complaint directly to the appropriate External Resolution scheme.

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

The Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001  
Telephone: 1800 931 678  
Email: info@afca.org.au  
Website: www.afca.org.au

### 31. Meaning of Words

**amount of credit** is the amount We agree to lend You under this Contract from time to time. As at the Disclosure Date it is the amount stated in the Loan Schedule and described as the “Amount Of Credit”.

**annual percentage rate** means each rate described as an Annual Percentage Rate in the Loan Schedule.

**Borrower** means the Borrower(s) specified in the letter of offer.

**"Community Sector Banking"** means Community Sector Banking Pty Ltd, ABN 88 098 858 765, Suites 5 & 6, Ground Floor, Enterprise 1, Innovation Campus, Squires Way, North Wollongong NSW 2500.

**contract** means the Contract (as varied from time to time) You make with Us by accepting the offer in the Loan Schedule.

**costs** Includes charges and expenses; and Costs, charges and expenses in connection with legal and other advisers.

**daily balance** means:

- for a day on which an interest charge is debited to Your Loan Account and where the debits made on that day include the interest charge for that day, the Loan Account Balance immediately before the end of that day; and
- for any other day, the Loan Account Balance at the end of that day.

**daily percentage rate** means the Annual Percentage Rate divided by 365 or 366 in a leap year.

**disclosure date** is stated in the Loan Schedule.

**fixed rate period** (if any) is stated in the Loan Schedule (if none is stated in the Loan Schedule, there is no Fixed Rate Period.)

**government transaction charges** means all government stamp and other duties and charges payable on receipts or withdrawals under this Contract or a Security.

**including 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;

- (i) an individual who has either:
  - (a) committed an act of bankruptcy;
  - (b) entered into an assignment, arrangement, compromise or composition with his/her creditors; or
  - (c) is unable to pay any of his/her debts as and when they fall due,
- (ii) a body corporate, partnership, other entity or trustee of a trust in respect of which:
  - (a) (except for the purpose of a solvent reconstruction or amalgamation with Our prior written consent), an order has been made to wind it up or a liquidator, provisional liquidator or controller has been appointed to it or any of its assets or a resolution has been passed for it to be wound up;
  - (b) an administrator has been appointed to it;
  - (c) it has entered, or a court has approved the terms of, an assignment, arrangement, compromise or composition with any of its creditors or members;
  - (d) an application has been made by ASIC to deregister or dissolve it;
  - (e) it is insolvent within the meaning of section 95A of the Corporations Act 2001 (as disclosed in its accounts or otherwise); or
  - (f) it is unable to pay its debts as and when they fall due.

**loan account** means the account or accounts We establish in Your name for the purposes of this Contract.

**loan account balance** means the difference between all amounts credited and all amounts debited to Your Loan Account.

**Loan Schedule** means the document entitled “Loan Schedule”.

**loan term** is that stated in the Loan Schedule. If the Loan Term is varied, it will be the term as varied.

**person** Includes an individual, a firm, a body corporate, an unincorporated association or an authority.

**scheduled balance** means, on any day, the amount which would have been the Daily Balance on that day (as determined by Us) on the assumption that:

- (i) You had paid each repayment under this Contract and all other amounts payable by You under this Contract, on their respective due dates; and
- (ii) You had not repaid any part of the Loan Account Balance early.

**Security** means each Security Interest described in the Loan Schedule under “Security” and any substitute or additional Security Interest given or to be given in connection with this Contract.

**Security interest** means any mortgage, charge, lien, pledge, trust, power or other rights given or to be given as or in effect as Security for the payment of money or performance of obligations and any Security Interest (as defined in and to which the Personal Property Securities Act 2009 applies). Security Interest also includes a guarantee or an indemnity.

**Security property** means the property the subject of any Security.

**Security provider** means each Person (other than You) who gives a Security.

**settlement date** means the date We first lend You all or any of the Amount Of Credit.

**state** means the State or territory whose laws govern this Contract in accordance with clause 26.1

**such as** see **including**.

**Terms and Conditions** means this document.

**We, Us, Our** or similar parts of speech means the credit provider named in the Loan Schedule as the context may require in these Terms and Conditions.

**You** or **Your** means the Person or Persons named in the Loan Schedule as "Borrower". 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, re-enactments or replacements of them); and
- anything includes the whole and each part of it.

This part of the Terms and Conditions booklet only applies to Your loan if, when You sign the Loan Schedule, You intend to use the credit wholly or predominantly for personal, domestic or household purposes.

## 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 fourteen 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 fourteen days of Your written request if the original contract came into existence one 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 seven 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 30 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 the Australian Financial Complaints Authority and can be contacted at:

GPO Box 3  
Melbourne VIC 3001  
Telephone: 1800 931 678  
Website: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.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 cannot 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 fourteen 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 fourteen 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 cannot 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 cannot do with the property.

**18. What can I do if I find that I cannot 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 seven 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 cannot 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 cannot 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 cannot 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 THE AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY AND CAN BE CONTACTED AT:**

**GPO BOX 3  
MELBOURNE VIC 3001  
PHONE: 1800 931 678  
WEBSITE: [www.afca.org.au](http://www.afca.org.au)  
EMAIL: [info@afca.org.au](mailto:info@afca.org.au)**

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

## Contact us

<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="http://bendigobank.com.au">bendigobank.com.au</a>
<b>By mail</b>	The Bendigo Centre PO Box 480 Bendigo VIC 3552

## Community Sector Banking

For more information about your Community Sector Banking account please contact:

<b>Online</b>	<a href="http://www.communitysectorbanking.com.au">www.communitysectorbanking.com.au</a>
<b>On the phone</b>	<b>1300 CSBANK</b> (1300 272 265) Monday to Friday 8.30am-5pm AEST / AEDT

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