

# ADELAIDE CASH MANAGEMENT ACCOUNT PRODUCT GUIDE

## Important notice

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

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

To report a lost/stolen *card*, cheque or unauthorised use or lost/stolen/disclosed *PIN/PAC*/other code, telephone 13 22 20 (in South Australia), 1300 652 220 (outside South Australia) or +618 8300 6000 (from overseas). **You can call us 24 hours a day.**

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

If *you* have a query, concern or dispute concerning a *transaction service*, *you* should call *our* Customer Relations Department on (08) 8300 6111, or toll-free on 1800 266 233 Monday to Friday.

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## Section I – Introductory information

The Adelaide Cash Management Account (CMA) offers investors:

- > The security of a Federal Government guaranteed bank deposit investment, up to \$1 million in total on deposit with Bendigo and Adelaide Bank Limited (Bendigo and Adelaide Bank)
- > An attractive return compared to at call cash accounts
- > The convenience of full transactional access on *your account*
- > 24 hour at call access to *your funds*
- > A flexible account designed to be the cash hub for an investor

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

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

If *you* have deposits of up to \$1 million with Adelaide Bank Limited and Bendigo and Adelaide Bank (including any deposits into the CMA), all of *your* deposits will be guaranteed by the Federal Government. If *you* have deposits of over \$1 million with Adelaide Bank Limited and Bendigo and Adelaide Bank, *balances* over \$1 million will not be guaranteed by the Federal Government.

As part of the merger between Adelaide Bank Limited and Bendigo Bank Limited, the banking business of Adelaide Bank Limited will be transferred to Bendigo and Adelaide Bank Limited on 1 December 2008, subject to regulatory approval. When this occurs, all funds on deposit with Adelaide Bank Limited will be included in the calculation of total deposits for the purposes of the \$1 million Federal Government guarantee.

For further details on the Federal Government guarantee visit [www.treasury.gov.au](http://www.treasury.gov.au)

The information contained in this *Product Guide* is correct as at 21 November 2008 and is subject to change.

## Things you should know

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

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

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

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

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

Branch access to the CMA is currently only available through the Adelaide Bank branch network.

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

## More information

For more information on the CMA please:

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

## Contact details

For additional details on the CMA:

- Call 1800 224 124
- Visit [adelaidebank.com.au](http://adelaidebank.com.au)
- Visit any Adelaide Bank branch
- Email [enquiries@adelaidebank.com.au](mailto:enquiries@adelaidebank.com.au)
- Write to 169 Pirie Street, Adelaide SA 5000.

*You* should also contact *us* to report:

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

## Section 2 - Adelaide Cash Management Account overview

Feature	Summary	Reference in this Product Guide
Account access	At call access to your funds	Clause 14.3
Account access methods	<ul style="list-style-type: none"> <li>• Regular payments</li> <li>• BPAY® deposit or payment</li> <li>• Phone banking - Express Line</li> <li>• Online banking transactions</li> <li>• Third party direct debits</li> <li>• Cheque deposit via post</li> <li>• Cheque deposit via Adelaide Bank branch</li> <li>• Bank cheque withdrawals</li> <li>• Personal cheque withdrawals</li> <li>• Cashcard access: <ul style="list-style-type: none"> <li>&gt; Deposit or withdrawal via Adelaide Bank branch</li> <li>&gt; ATM withdrawal, transfer or deposit<sup>1</sup></li> </ul> </li> <li>• EFTPOS purchase and/or withdrawal</li> <li>• Bank@Post™ withdrawal or deposit<sup>2</sup></li> </ul>	Part D
Who can use	<ul style="list-style-type: none"> <li>• Individuals</li> <li>• Companies</li> <li>• Partnerships</li> <li>• Trusts</li> <li>• Self managed super funds</li> <li>• Associations</li> </ul>	Clause 14.1
Fees and charges	<p>Key transaction fees are summarised here.</p> <p>Free transactions include:</p> <ul style="list-style-type: none"> <li>• Cash deposits (including Bank@Post Agency Banking)</li> <li>• Auto deductions</li> <li>• Auto payment plan</li> <li>• BPAY to Adelaide Bank accounts</li> <li>• Direct credits</li> <li>• Express Line balance enquiries</li> <li>• Online banking balance enquiries</li> <li>• Adelaide Bank ATM balance enquiries.</li> </ul> <p>Key transaction costs include:</p> <ul style="list-style-type: none"> <li>• Personal cheque withdrawal - \$0.75</li> <li>• ATM withdrawals - \$1.25</li> <li>• Foreign ATM Withdrawal or enquiry - \$1.25</li> <li>• Bank cheque - \$10.00</li> <li>• EFTPOS - \$0.50</li> </ul> <p>Other fees are detailed in clause 52.</p>	Clause 52
Investment risk	<p>The CMA is a deposit with Bendigo and Adelaide Bank, regulated by APRA, the Code of Banking Practice and the EFT Code.</p> <p>From 28 November 2008, the Federal Government guarantee will be limited to funds up to \$1 million in total on deposit with Bendigo and Adelaide Bank.<sup>3</sup></p>	Clause 12

<b>Feature</b>	<b>Summary</b>	<b>Reference in this Product Guide</b>
Interest rate risk	The interest rate applying to the CMA may be affected by changes in the official interest rate, which is determined by the Reserve Bank of Australia.  <i>Your</i> interest rate can also be affected by changes in the interest rates prevailing between Australian banks in the Australian wholesale money market. These interest rates may vary depending on a number of factors, including Australian and overseas interest rates, market liquidity, exchange rates, monetary policy and other economic, social and political factors.	Clause 12
Method of interest calculation	Daily on <i>closing balance</i>	Clause 19
Frequency of interest payment	<i>Monthly</i>	Clause 19
Minimum initial investment	\$1000	Clause 14.2
Minimum operating balance	\$1000	Clause 14.2
Maximum operating balance	No maximum balance	Clause 14.2
Minimum deposit amount	Nil	Clause 14.2
Minimum withdrawal amount	Nil	Clause 14.2
Statement frequency	<i>Monthly</i>	Clause 4

<sup>1</sup>ATM deposits and transfers available at selected Adelaide Bank ATMs.

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

<sup>3</sup>Refer to Section 1 – Introductory information for more details of the application of the government guarantee and its application to *your* funds.

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

## Section 3 – Terms and conditions

### Part A – Banker and customer relationship

#### 1. Our relationship

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

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

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

*Your* relationship with *us* may also automatically stop in some cases. For example, if *you* close *your account*, if *you* become bankrupt or *insolvent*, or if *you* die. If we wish to end *your* relationship with *us*, in most cases we will give *you* reasonable notice. However, sometimes this may not occur.

### Part B – Banking with us

#### 2. How to change your details

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

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

#### 3. Information influencing your account

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

#### 4. Statements

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

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

#### 5. Communication between us

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

Communications to *us* may be:

- Given personally to one of *our* employees or *officers* at:
  - any Adelaide Bank branch
  - *our* registered office
  - such other places as we advise *you* from time to time, or
- Sent by prepaid post or electronically (including fax) to any of these places or to GPO Box 1048, Adelaide, South Australia, 5001 (as applicable), or
- Given by any other means permitted by law.

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

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

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

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

- Given personally – on the date of the document or the date it is received by the addressee, whichever is the later, or
- Sent by post (other than a *card* or *security code*) – on the date of the document or the date when it would have been delivered in the ordinary course of post, whichever is the later, or
- Sent by facsimile transmission or some other form of electronic transmission – on the date of the document or the date on which the machine from which the transmission was sent produces a report indicating that the document was sent to the facsimile or other number of the addressee, whichever is the later.

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

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

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

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

## 6. Changes to your account or information contained in this Product Guide

### 6.1 Changes to account terms and conditions

Subject to the following, we may change the *terms and conditions* that apply to *your account* (including the fees and charges that apply) at our discretion at any time. We may also change the *terms and conditions* that apply specifically to *EFT transactions*; please refer to clause 44 for further details of how those changes can be made.

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

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

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

### 6.2 Other changes

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

## 7. Privacy and confidentiality

### 7.1 Your personal information

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

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

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

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

### 7.2 Other products and services

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

### 7.3 Confidentiality of personal and financial information

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

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

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

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

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

### 7.4 Your credit information

We are also required by the Privacy Act not to disclose certain information about *you*, unless the disclosure is allowed under a specific exception in the Privacy Act. Broadly, protected information is information about *your* creditworthiness, such as information from a credit reporting agency. The exceptions include certain disclosures:

- To which *you* agree
- To a credit reporting agency
- To *your* guarantor in certain circumstances
- To the insurer of *your* mortgage
- To a *person* or body who settles disputes between *your* bank and its customers.

### 7.5 Anti-money laundering and counter terrorism financing

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

To comply with these requirements we may:

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

### 8. Code of Banking Practice

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

- Account opening procedures

- *Our* obligations regarding the confidentiality of *your* information
- Complaint handling procedures
- Bank cheques
- The advisability of *you* informing *us* promptly when *you* are in financial difficulty
- The advisability of *you* reading the terms applying to the relevant banking service.

*You* can request the following from *us*:

- General descriptive information concerning banking services, the identification requirements of the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) and the options available to *you* under tax file number legislation
- Information on current *annual percentage rates* and fees and charges.

If there is any inconsistency between these *terms and conditions* and the Code of Banking Practice we will follow the Code of Banking Practice.

### 9. EFT Code

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

### 10. Other regulations

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

- Code of Banking Practice – a voluntary code of conduct which sets standards of good banking practice for banks to follow
- *EFT Code* – a voluntary code of conduct which applies to certain accounts and electronic transactions carried out by individuals
- Privacy Act 1988 (Cth) – privacy legislation governing activities such as the collection, use and disclosure of personal information
- Consumer Credit Code – legislation which regulates the provision of credit to individuals for consumer purposes
- Corporations Act 2001 (Cth) – legislation which, among other things, regulates a wide range of activities relating to certain financial products
- Australian Securities and Investments Commission Act 2001 (Cth) – legislation which, among other things, prohibits misleading, deceptive and unconscionable conduct in relation to financial services
- Cheques Act 1986 (Cth) – legislation that deals with matters such as payment and collection of cheques as well as fraud and other unauthorised transactions
- Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) – legislation designed to combat money laundering and the financing of terrorism.

## 11. If you have a complaint or concern

If you have a query or concern regarding *your account*, these *terms and conditions*, or *our service*, simply:

- Visit *your* local Adelaide Bank branch and ask for *our* “Compliments, Concerns and Questions” booklet
- Write to us at:  
Customer Relations (723)  
Adelaide Bank  
Reply Paid 1048  
Adelaide SA 5001
- Call *our* Customer Relations Department on (08) 8300 6111, or toll-free on 1800 266 233 Monday to Friday between 9am and 5pm (CST)
- Email us at [customerservice@adelaidebank.com.au](mailto:customerservice@adelaidebank.com.au)

### Step 1

Within 48 hours of presenting *your* concern, *you* will be contacted by one of *our* consultants who has the experience and authority to handle the matter. Usually the issue can be resolved at this stage. However, if it needs further consideration we will tell *you* exactly how long this will take. Only in exceptional circumstances would an investigation exceed 14 days.

### Step 2

If *you* are not completely happy with the result from Step 1 *you* should immediately contact *our* Customer Relations Department to explain the reason (or reasons) for *your* dissatisfaction. Upon receiving details of *your* dissatisfaction we will review the issue immediately and get back to *you* within 48 hours. Again, if the matter takes any longer to resolve we will still contact *you* within that time to let *you* know an expected outcome date.

### Step 3

If *you* are not 100% satisfied with the way we have handled things, *you* can contact the Financial Ombudsman Service for an independent review of the complaint and result. The Ombudsman’s role is to formally investigate cases only after customers have exhausted the complaints procedures of their bank. The Ombudsman operates independently of any bank for the benefit of all bank customers. For further information on whether *your* complaint is within the Ombudsman’s jurisdiction please refer to the Ombudsman’s website at [www.fos.org.au](http://www.fos.org.au) or *you* can contact the Ombudsman direct.

Financial Ombudsman Service Limited  
GPO Box 3, Melbourne, Victoria, 3001  
Telephone: 1300 780 808  
Facsimile: (03) 9613 6399  
Email: [info@fos.org.au](mailto:info@fos.org.au)

A separate process applies to complaints concerning *EFT transactions* or other matters covered by the *EFT Code*, as described in clause 45.1.

## 12. Risk

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

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

## 13. Commission

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

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

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

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

## Part C – Using your account

### 14. Your account

#### 14.1 How to open your account

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

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

An *account* can be opened from 1 December 2008. Interest will only accrue from the date *your account* is opened.

#### 14.2 Minimum deposits, transactions and balances

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

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

### **14.3 Availability of funds**

Your funds are available at call.

### **15. How to identify yourself**

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

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

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

### **16. Joint accounts**

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

Under these *terms and conditions* *you* are liable both separately on *your* own and jointly with any one or more other *persons* named as account holders of *your account*. This includes *your* successors and assigns. This means we can ask all of *you* or any one of *you* for the whole of the amount owing, if the *account* becomes overdrawn.

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

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

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

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

the request of *you* and the other joint *account* holders. If we receive no other instructions we will assume the signature of any of *you* is required.

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

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

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

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

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

### **17. Giving someone access to your account**

#### **17.1 Access to your account**

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

#### **17.2 Who you can appoint**

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

- A *person* aged 18 years or older
- A company, and/or
- A partnership.

#### **17.3 Level of authority**

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

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

#### 17.4 Your financial adviser

If you open your account through your financial adviser or stockbroker, they are automatically authorised as a limited access authorised operator on your account.

If you wish, you may increase the level of authority of your financial adviser or stockbroker by appointing them as a full access authorised operator on your account.

#### 17.5 Cancelling authorised operator status

Please note that if you open your account through your financial adviser or stockbroker, they are unable to opt out of being a limited access authorised operator if they wish to be noted on your account. You may cancel an authority to operate at any time.

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

#### 17.6 How to appoint an authorised operator

If you wish to appoint an authorised operator on your account or if you would like your financial adviser or stockbroker to have full access authorised operator status, you should forward to us your completed and signed Adelaide Cash Management Account Authorised Operator Form detached from the back of this Product Guide.

#### 17.7 Functions your authorised operator can perform

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

Function	Limited access	Full access
Access personal and financial information relating to your account	✓	✓
View commission details <sup>1</sup>	✓	✓
View your account details online	✓	✓
Receive copies of periodic statements	✓	✓
Advise us of your tax file number	✓ <sup>1</sup>	✓
Instruct us to change your personal details	✓ <sup>1</sup>	✓
Withdraw some or all of your funds	✗	✓
Order and incur charges for statements	✗ <sup>2</sup>	✓
Close your account	✗	✓

<sup>1</sup>This function is only available to your financial adviser or stockbroker.

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

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

#### 17.8 Terms and conditions applicable to authorised operators

You should ensure that an authorised operator is familiar with:

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

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

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

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

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

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

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

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

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

## 18. How to make deposits and withdrawals

There are many ways *you* can access *your account* with *us*. Please refer to clause 26 for further details on how to make deposits and withdrawals.

## 19. Interest rates

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

- Calling 1800 224 124
- Visiting [www.adelaidebank.com.au](http://www.adelaidebank.com.au)
- Visiting any Adelaide Bank branch.

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

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

## 20. Overdrawn accounts and interest charges

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

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

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

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

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

## 21. Amounts which can be debited to your account

*You* agree that *we* may debit to *your account* without notifying *you* each drawing *you*, or an *authorised operator*, make or authorise on *your account* and *you* agree to pay *us* fees and charges debited as described in clause 52 and any other amount *you* must pay in connection with these *terms and conditions* on the date it becomes due.

## 22. Minimum deposit balances

*You* must ensure that *your account* is maintained consistently with the minimum *deposit balance* described in clause 14 of these *terms and conditions*, and if *you* do not *we* will inform *you* and ask *you* to restore the balance to the minimum.

## 23. Unused accounts

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

## 24. How accounts may be closed or suspended

*You* or any other *authorised person* may close, or suspend access to, *your account* at any time by asking at any Adelaide Bank branch or by writing to *us*. If there is more than one of *you*, *we* will only end *your* relationship with *us* under these *terms and conditions* on request if the request is from all of *you*. Upon *your* request, another financial institution may close *your account* on *your* behalf by fax or by mail.

*We* may exercise *our* discretion to close, or suspend access to, *your account* due to unsatisfactory conduct or for any other reason. *We* will give *you* reasonable notice of this or *our* decision to end *our* relationship with *you*. If *your account* has a *deposit balance* *we* will pay the *deposit balance* to *you* or as *you* direct.

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

Even if *our* relationship with *you* ends, *your* liabilities (including the obligation to make any payment and *your* liability for interest charges and fees and charges) continue even if *we* pay *you* any *deposit balance* in *your account*.

If *your account* is in credit when closed, where applicable, any interest will be credited to the balance. If any accrued fees or charges or government charges are due on the *account* up to the closing day, these may be deducted from the *account balance*.

*Monthly fees* may still apply where the *account* is closed part way through the *month*. If there are uncleared funds in the *account* *we* will not make these funds available to *you* until the funds are cleared.

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

When *you* close *your account* *you* must return to *us* any unused cheques and any *cards* used to operate the *account* (including any cheques or *cards* issued to an *authorised operator*). An *account* with cheque access may only be closed once all outstanding cheques written on the *account* have been presented. *We* reserve the right to return any cheques presented for payment after the *account* has been closed. Before closing an *account*, *you* should ensure *you* notify anyone who makes payments to or from *your account*, and cancel any *regular payments* to or from the *account*.

## Part D – Transaction services

### 25. About the transaction services

The *transaction services* are provided directly by us.

To the extent that the *EFT Code* applies to transactions covered by these *terms and conditions*, these *terms and conditions* reflect the requirements of the *EFT Code*. The *EFT Code* is a voluntary code that is designed to give you protection in conducting funds transfers through electronic means. The *EFT Code* does not apply to certain *business accounts* (see clause 43 for details).

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

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

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

### 26. Summary of transaction services

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

<b>Transaction services</b>	<b>Ways of using the transaction services</b>	<b>Reference in this Product Guide</b>
<b>Cheques</b>	<ul style="list-style-type: none"> <li>• Deposit via post</li> <li>• Deposit via an Adelaide Bank branch</li> <li>• Personal cheque withdrawal</li> <li>• Bank cheque withdrawal</li> </ul>	Clause 33
<b>Cards</b>	<ul style="list-style-type: none"> <li>• Branch deposits and withdrawals</li> <li>• ATM transfers, deposits and withdrawals<sup>1</sup></li> <li>• EFTPOS payments and withdrawals</li> <li>• <i>Bank@Post</i> deposits and withdrawals</li> </ul>	Clause 35
<b>Home Banking Services</b>	<ul style="list-style-type: none"> <li>• Online banking</li> <li>• <i>BPAY</i></li> <li>• AnyPay</li> <li>• BatchPay</li> <li>• Express Line (telephone banking)</li> </ul>	Clauses 36 and 37
<b>Regular payments and third party direct debits</b>	<ul style="list-style-type: none"> <li>• Auto payment plan</li> <li>• Automatic deduction</li> <li>• Periodical payment</li> <li>• Third party direct debits</li> </ul>	Clause 39

<sup>1</sup>ATM deposits and transfers available at selected Adelaide Bank ATMs.

### 27. Applying for transaction services

To use the *transaction services* described in Part D you may need to apply to us by such means as we permit from time to time. The forms you need to use accompany this *Product Guide*, and on request can be sent to you in the post or can be collected from any Adelaide Bank branch or your adviser.

We can accept or decline your application at our discretion.

## 28. How much can you access?

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

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

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

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

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

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

## 29. When can you access your account?

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

## 30. Malfunctions

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

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

## 31. Authorisation

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

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

## 32. Processing of transactions

Transactions will be processed as soon as practicable.

## 33. Cheques generally

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

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

### 33.1 General information about cheques (excluding bank cheques)

#### What is a cheque?

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

#### Cheque clearing process

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

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

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

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

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

#### How a cheque may be specially cleared

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

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

### **What is the effect of crossing a cheque?**

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

Crossing a cheque means drawing across the face of the cheque from top to bottom two parallel lines, with or without the words "not negotiable" between them. A crossing may be added by *you* when *you* make out a cheque or by any *person* who obtains possession of *your* cheque.

### **What is the meaning of "not negotiable"?**

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

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

### **What is the meaning of "account payee only"?**

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

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

### **What is the significance of deleting "or bearer"?**

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

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

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

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

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

### **How and when a cheque may be stopped**

*You* may stop payment on a cheque *you* have written by notifying *us* before the cheque is paid by *us*. Speed is important. *You* may notify *us* by telephone. Please ensure all *account* signatories are available to authorise the stop. Alternatively *you* may visit any Adelaide Bank branch or send written instructions. *You* should identify the cheque clearly to *us* by giving the amount, cheque number, date of the cheque and to whom it is payable.

### **Reducing the risk of unauthorised alteration**

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

*You* should:

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

### **Cheques returned unpaid or "dishonoured"**

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

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

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

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

### Lost or stolen cheques

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

### 33.2 General information about bank cheques

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

#### What is a bank cheque?

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

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

#### Forged or unauthorised bank cheques

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

#### Bank cheque materially altered

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

#### Bank cheque reported stolen or lost

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

#### Court order restraining payment

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

#### Failure of payment for the issue of a bank cheque

Where a bank has not received payment for issuing a bank cheque to a customer (for example, the customer's cheque to the bank in payment for the bank cheque is dishonoured), the bank will refuse to pay the bank cheque only if the person presenting the bank cheque for payment:

- Has not given value for it (for example, the bank cheque is stolen), or

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

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

### 34. Rules relating to cheques

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

- Each cheque issued by us in connection with your account is our property and must be immediately returned to us on demand.
- If the amount in words on any cheque varies from the amount expressed in figures then the lower amount prevails.
- When you draw a cheque on us it will, when the cheque is handed to us:
  - (i) be taken to be a request by you to us to withdraw funds from your account for the amount shown on the cheque, and
  - (ii) constitute an authority to remit those funds to the payee of the cheque or the payee's bank.
- The person signing a cheque must initial any alterations, date the cheque on the date when it was signed and complete all details.
- You must take reasonable care in the management of your affairs to ensure that:
  - (i) only authorised persons sign cheques
  - (ii) each cheque is completed properly and with due care so as to prevent unauthorised, stolen, forged or fraudulently altered cheques being presented for payment, and
  - (iii) each cheque is properly and correctly accounted for in your records.
- If, when checking any cheque or particulars of any cheque, we find on it any irregularity or omission, we may dishonour or stop payment of the cheque on your behalf.
- You must keep cheque forms issued to you in a safe place and notify us immediately in writing if they are lost or stolen.
- You must notify us immediately if you suspect your cheque has been forged or fraudulently altered or has been drawn in whole or in part without authority from you.
- On receipt of each statement of account, you should check the entries carefully and promptly notify us if you have any cause to suspect that there is any cheque or transaction recorded on the statement that is incorrect or that you did not authorise.
- The indemnities contained in clause 50 apply to any loss or damage suffered in relation to the matters referred to in clause 33.

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

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

## 35. Cards

### 35.1 Cashcard access

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

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

- Withdraw funds and (in most cases) check *your account balance* at any Adelaide Bank ATM, or at any other ATM displaying the Cashcard sign
- Purchase goods or withdraw funds (in most cases) at more than 85,000 EFTPOS outlets Australia-wide, and
- Withdraw funds at any Australia Post outlet displaying the *Bank@Post* symbol.

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

### 35.2 Applying for a card

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

Each *authorised operator* who has been issued a *card* must use their *card* on the same *terms and conditions* as apply to *you*. You should refer to clause 17 for more details in relation to *authorised operators*.

### 35.3 Receiving a card

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

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

You should refer to clause 42 of this *Product Guide* in relation to *our* requirements for the security of *your PIN*.

Things to remember when a user gets a card	
<b>Sign it</b>	Sign the <i>card</i> as soon as it is received
<b>Valid from</b>	A <i>card</i> is only valid from the “valid from” date shown on it (if any, and if not, from when the <i>card</i> is issued by us) until the “until end” date shown on it
<b>Who can use a card?</b>	A <i>card</i> must only be used by the <i>person</i> named on it
<b>When will a card transaction be processed?</b>	Transactions that are made using a <i>card</i> are processed as soon as possible
<b>Replacement card</b>	We may issue a replacement <i>card</i> at any time
<b>Lost, defaced, destroyed, misused or stolen card</b>	You or the relevant <i>operator</i> must notify us immediately in relation to any lost, defaced, destroyed, misused or stolen <i>card</i> , either in writing, in <i>person</i> at an Adelaide Bank branch, or by telephone (in which case written confirmation will be required) and must give us any information or documents we require in relation to that event. See clause 35.12 for further details on lost, stolen or misused <i>cards</i> .
<b>Forgotten your PIN?</b>	If you forget <i>your PIN</i> you can contact us with proof of <i>your</i> identity and we will arrange for a new <i>PIN</i> to be issued within a few days

### 35.4 Using a card for purchases

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

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

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

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

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

### **35.5 Authorising a payment**

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

### **35.6 Sales vouchers**

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

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

### **35.7 Using a card to obtain cash**

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

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

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

*You* can withdraw cash from an *account* with *us* using *Bank@Post*.

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

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

The cash withdrawn from an *electronic banking device* will be in the denominations that the *electronic banking device* allows. When the money comes out of the *electronic banking device* it is at *your* risk and we are not responsible if it is lost or stolen. We do not warrant that an *electronic banking device* will always have money available. Other financial institutions can determine from time to time what transactions can be carried out at their *electronic banking devices*. We may charge *you* a fee for using *our electronic banking device* or someone else's *electronic banking device*. Please refer to clause 52 for the fees and charges applicable to *your account*. *You* must not put any matter or substance of an explosive, dangerous, damaging or offensive nature in an *electronic banking device*.

### **35.8 Refunds**

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

### **35.9 Use of a card**

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

### **35.10 Cancellation, return, loss and misuse of cards**

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

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

### **35.11 Return of cards**

Each *card* issued by *us* is *our* property and must be immediately returned to *us* on demand. *You* should refer to clause 17.8 of this *Product Guide* for details of what *you* must do if *you* are unable to return to *us* a *card* issued to an *authorised operator*.

### 35.12 Lost, stolen, misused or unauthorised use of cards

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

- A card is lost or stolen, or
- Someone has fraudulently placed a telephone, internet or direct mail order against your card, or
- You suspect that a PIN is known to someone else or you suspect any unauthorised telephone, internet or mail use of an account or other type of unauthorised use involving a card.

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

You should refer to clause 42 of this Product Guide for our requirements for the security of your PIN and other codes and in relation to your liability.

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

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

## 36. Home Banking Services (including BPAY)

### 36.1 Applying for Home Banking Services

You may apply for access to your account for you or an authorised operator using Home Banking Services by such means as we permit from time to time. The Home Banking Services available to you will be determined by us from time to time.

Each authorised operator who has Home Banking Service access must use the Home Banking Services on the same terms and conditions as apply to you. You should refer to clause 17 of this Product Guide for more details in relation to authorised operators.

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

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

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

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

### 36.2 Personal Access Code (PAC)

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

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

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

You should refer to clause 42 for more information on the security of your PAC.

### 36.3 Use of Home Banking Services

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

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

Online banking should only be accessed through our homepage at [adelaidebank.com.au](http://adelaidebank.com.au) Failure to check this may cause you loss.

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

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

Except as provided in clause 37.8 we are under no obligation to notify you or an authorised operator if any Home Banking Service payment is successful or unsuccessful. However, this sub-clause does not limit our obligation to provide a receipt where this is required by the EFT Code.

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

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

### 36.4 Misuse or unauthorised use of Home Banking Services

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

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

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

### 36.5 Suspension or cancellation of Home Banking Services

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

### 37. BPAY and our online banking payment service

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

We are a member of BPAY.

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

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

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

#### 37.1 Access to online banking payment service

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

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

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

### 37.2 Information needed to use BPAY

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

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

Once this information is received, we will debit your account with the amount of the BPAY payment as set out in clause 37.3.

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

### 37.3 When will a BPAY payment or online banking payment be received

- You may authorise a BPAY payment or an online banking payment from your account:
  - (i) with the funds to be drawn immediately in which case your account will be debited immediately; or
  - (ii) through online banking, with the funds to be drawn on a future specified date in which case your account will be debited on that future date. If that future date is not a *business day*:
    - the funds will be debited on the *business day* immediately preceding the nominated future date; or
    - if, after the date of authorisation and before the nominated future date there is no *business day*, the funds will be debited on the next *business day* after the nominated future date.
- For an online banking payment, regardless of the effective date (as determined by the *terms and conditions* of the account) on which you authorise funds to be drawn from an account, if:
  - (i) the day on which funds are drawn is a *business day* and the authorisation is completed:
    - before 4.00 pm in Adelaide, South Australia then the payment to the *payee* will generally be received by the *payee* on the next day that the Bulk Electronic Clearing System (BECS) is operating in the State or Territory where the *payee's* account is located;
    - after 4.00 pm and before midnight in Adelaide, South Australia then the *payee's* account will generally receive the payment one *business day* later than if the authorisation had been completed before 4.00 pm – more precisely, the *payee's* account will generally receive the payment on the first day that BECS is operating in the State or Territory where the *payee's* account is located occurring immediately after the first *business day* after the calendar day on which funds are drawn;
  - (ii) funds are to be drawn immediately and that day is not a *business day* then the *payee's* account will generally receive the payment on the first day that BECS is operating in the State or Territory

where the *payee's* account is located occurring immediately after the first *business day* after the day on which funds are drawn;

- (iii) funds are to be drawn on a future date and that future date is not a *business day*, then the *payee's* account will generally receive the payment on the first day that BECS is operating in the State or Territory where the *payee's* account is located occurring immediately after the date of the debit under clause 37.3.
- For a BPAY payment, regardless of the effective date (as determined by the *terms and conditions* of the account) on which you authorise funds to be drawn from your account and subject to the fact that a payment may take longer to be credited to a *biller* if you tell us to make the payment on a Saturday, Sunday or public holiday, or if another participant in BPAY does not process a payment as soon as they receive its details, if:
    - (i) the day on which funds are drawn is a BPAY day and the authorisation is completed:
      - before 4.00 pm in Adelaide, South Australia then the *biller* has agreed that the payment will be treated as received by the *biller* on that day;
      - after 4.00 pm and before midnight in Adelaide, South Australia then the *biller* has agreed that the payment will be treated as received by the *biller* on the next day that is a BPAY day;
    - (ii) funds are to be drawn immediately and that day is not a BPAY day, then the *biller* has agreed that the payment will be treated as received by the *biller* on the next day that is a BPAY day;
    - (iii) funds are to be drawn on a future date and that future date is not a BPAY day, then the payment will generally be treated as received by the *biller* on the first BPAY day occurring on or after the date of the debit under subclause 37.3(ii).

### 37.4 BPAY payments may be delayed

A delay may occur in processing a BPAY payment where:

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

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

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

### 37.5 Variation of BPAY and online banking payment Instructions

Any online banking payment service or BPAY instruction for funds to be drawn on a future date may be varied or revoked by any person who has complied with clause 36.4 where the new instruction is given and received by us prior to the account being debited. Payments cannot be edited after 11.30am (CST) on the payment date. We will act on such new instruction as if it had been given by you. Otherwise, once we are instructed to make such a payment, we will not accept instructions to stop or vary an online banking payment or BPAY payment or to withdraw or vary an instruction to make such a payment.

### 37.6 Errors in your BPAY payment instructions to us

- You should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment – for those errors see next paragraph) when instructing us to make a BPAY payment, or if you did not authorise a BPAY payment that has been made from your account. Clause 38 describes when and how we will arrange for such a BPAY payment to be refunded to you.
- You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY payment and you discover later that the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY payment for the difference between the amount actually paid to a biller and the amount you needed to pay.

### 37.7 No authorisation

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

### 37.8 Other important points about BPAY

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

### 37.9 Suspension and termination of access to BPAY

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

### 37.10 Privacy and BPAY

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

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

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

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

### 37.11 How to access your personal information

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

### 38. Liability and indemnity BPAY

This clause sets out information about liability and BPAY. You should also refer to clauses 46, 47, 48 and 49 for further information about liability.

#### 38.1 Limitation of your liability if EFT Code applies

If you are liable under this clause 38 for an unauthorised or fraudulent payment made on or after 1 April 2002 and the EFT Code applies, then your liability will not exceed the amount determined according to clause 47.

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

This clause 38 also applies if your account is a business account.

### **38.2 Mistaken payments, unauthorised transactions and fraud**

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

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

We will attempt to rectify any such matters in relation to *your BPAY payment* in the way described in this clause. However, except as set out in this clause 38, we will not be liable for any loss or damage you suffer as a result of using *BPAY*. The longer the delay between when you tell us of the error and the date of *your BPAY payment*, the more difficult it may be to perform the error correction. For example, we or *your biller* may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on *your own* records, or liaise directly with the biller to correct the error.

### **38.3 Mistaken payments**

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

### **38.4 Unauthorised payments**

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

### **38.5 Fraudulent payments**

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

### **38.6 Resolution principles**

If a *BPAY payment* you have made falls within the type described in clause 38.4 and either 38.3 or 38.5, then we will apply the principles stated in clause 38.4.

If a *BPAY payment* you have made falls within both types described in clause 38.3 and 38.5 then we will apply the principles stated in clause 38.5.

### **38.7 Information we need about unauthorised BPAY payments**

If you tell us that a *BPAY payment* made from *your account* is unauthorised, you must give us your written consent addressed to the biller who received that *BPAY payment*, agreeing to us obtaining from the biller information about *your account* with that biller or the *BPAY payment*, including *your customer reference number* and such information as we reasonably require to investigate the *BPAY payment*. If you do not give us that consent, the biller may not be permitted under law to disclose to us the information we need to investigate or rectify that *BPAY payment*.

### **38.8 Indemnity – BPAY**

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

- Did not observe any of the *user's* obligations under the *terms and conditions* dealing with the use of *BPAY* and *BPAY payments*, or
- Acted negligently or fraudulently in connection with the agreement relating to the use of *BPAY* and making *BPAY payments* constituted by these *terms and conditions*.

### **38.9 Consequential damage – BPAY**

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

We are not liable for any consequential loss or damage you suffer as a result of using *BPAY*, other than due to any loss or damage you suffer due to *our* negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

### 39. Regular payments and third party direct debits

#### DIRECT DEBIT REQUEST SERVICE AGREEMENT

##### 39.1. Types of regular payments

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

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

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

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

We may, subject to any restrictions on the operation of the *account*, accept an instruction relating to *regular payments* from an *authorised operator*. Any such instruction is subject to these *terms and conditions* as if the instruction had been given by *you*. *You* should refer to clause 17 for more information about *authorised operators*.

##### 39.2 Fixed amount payment option

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

##### 39.3 General terms applying to regular payments and third party direct debits

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

- Visiting any Adelaide Bank branch
- Post to Payment Systems, 1st Floor, 169 Pirie Street, Adelaide, SA, 5000, or
- Fax on (08) 8300 6661.

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

##### 39.4 Applications

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

Application forms can be sent to *you* in the post or can be collected from any Adelaide Bank branch.

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

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

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

##### 39.5 Sufficient funds must be available

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

##### 39.6 The payment date

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

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

### **39.7 Debiting your account**

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

For an auto payment plan, you authorise us on the *payment date* (or other day as determined under clause 39.6 to debit the *direct debit account* with an amount calculated in accordance with the nominated payment amount.

### **39.8 Deductions**

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

### **39.9 Deduction amount may be changed by us**

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

### **39.10 Stopping or cancelling your regular payments**

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

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

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

### **39.11 Changing your regular payments**

You may change a *regular payment* by filling in a new application form which can be sent to you in the post or can be collected from any Adelaide Bank branch.

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

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

### **39.12 Terminating your regular payment**

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

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

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

### **39.13 Fees for regular payments**

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

### **39.14 Ensuring accuracy of regular payments**

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

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

### **39.15 Order of priority of payments**

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

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

### **39.16 Liability for loss**

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

### 39.17 Inconsistency

For a periodical payment and an automatic deduction, where there is an inconsistency between these conditions and the *terms and conditions* on any application form or other document(s) in relation to a *direct debit account* the *terms and conditions* on that application form or other document will prevail.

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

### 39.18 What are third party direct debits?

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

### 39.19 Third party direct debits

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

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

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

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

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

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

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

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

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

## 40. Deposits

### 40.1 Where are deposits accepted?

Deposits of cash and cheques may be made at:

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

Other parties may also make a deposit to *your account* via various electronic and other means available to them. When advising another party to credit *your account* *you* will need to provide them with *our* BSB number (610101) and *your* direct debit/credit number (as shown on *your statement of account*).

### 40.2 Deposits into *your account*

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

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

### 40.3 Lost deposits

We are not liable for the loss or theft of any cheque, payment order, bill of exchange or bank draft deposited with us (whether as a result of *our* negligence or otherwise).

We reserve the right to recover the amount of any such cheque, payment order, bill of exchange or bank draft by debiting your *account* to which the amount of the cheque, payment order, bill of exchange or bank draft had been credited.

### 41. Safeguarding payment instruments

You should safeguard payment instruments such as *cards*, cheques and bank cheques. Subject to clauses 35.10, 35.11, 35.12 and 47 you will be liable for all transactions arising from the use of a payment instrument until you have advised us of its loss, theft or misuse. If any of the above payment instruments are lost, stolen or misused, you should contact us immediately.

**For circumstances in which you are liable for losses resulting from “unauthorised EFT transactions”, see clause 47. Your liability for losses resulting from unauthorised EFT transactions will be determined under the EFT Code (as reflected in clause 47) rather than clause 42, except where your account is a business account in which case your liability for such losses will be determined under clause 47.1.**

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

**You should also refer to clause 49 in relation to your liability for other unauthorised transactions.**

### 42. Guidelines – access method security

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

#### 42.1 Keeping your cards and codes secure

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

The security of *access methods*, in particular, *cards*, *PINs* and *PACs* (or any other *code*) is very important. Users must make every effort to see that their *card* and any record of their *PIN*, *PAC* or other *code* are not misused, disclosed, lost or stolen. These guidelines are designed to assist you with security and to reduce the incidence of losses that you or we may incur.

#### 42.2 Security guidelines generally

Users should:

- (i) sign a *card* as soon as it is received
- (ii) not voluntarily disclose a *PIN*, *PAC* or other *code* to anyone (including to a family member or friend)

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

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

Users should not record a disguised *PIN* on their *card* or record a disguised *PAC* or other *code* used to access a *Home Banking Service* on a telephone or computer, disguise their *code* by reversing the number sequence, disguise a *code* using alphabetical characters or numbers (for example A=1, B=2, C=3, etc) or disguise a *code* using any of the following combinations (or parts of them):

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

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

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

### 43. Business accounts and the EFT Code

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

### 44. Changes to terms and conditions to transaction services

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

- Impose or increase charges relating solely to the use of an *access method*, or the issue of an additional or replacement *access method*
- Increase *your liability* for losses relating to *EFT transactions* (subject to the liability limits in the *EFT Code* to the extent that the *EFT Code* applies), or
- Impose, remove or adjust a daily transaction limit or other periodic transaction limit applying to the use of an *access method*, an *account* or *electronic equipment*.

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

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

### 45. Complaints in relation to transaction services

#### 45.1 Complaints in relation to EFT transactions

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

- (a) The *user* must notify *us* promptly by telephoning *us* on the relevant numbers set out in the **Contact details** section of this *Product Guide* and must as soon as possible thereafter supply *us* with written confirmation of the complaint.
- (b) If we are unable to resolve the matter immediately, the *user* will be given written advice of *our* procedures to investigate and handle the matter and will be required to give details of all relevant information regarding the complaint.
- (c) Within 21 days of receiving the complaint, we will advise the *user* in writing of either the outcome of the investigation or the need for more time to complete *our* investigation.
- (d) In all but exceptional cases, we take less than 45 days to complete *our* investigation.
- (e) If it is going to take longer than 45 days to resolve the complaint, we will:
  - (i) inform the *user* of the reasons for the delay
  - (ii) provide the *user* with *monthly* updates on progress with the complaint, and
  - (iii) specify a date when a decision can be reasonably expected, unless we are waiting for a response from the *user* and the *user* has been advised that we require such a response.
- (f) When we complete *our* investigation, we will promptly inform the *user* of:
  - (i) the outcome
  - (ii) *our* reasons for *our* decision, with reference to relevant provisions of the *EFT Code*
  - (iii) except where the complaint has been resolved completely in the *user's* favour, the further action the *user* can take in respect of the *EFT Code* including other avenues of dispute resolution that are available and the relevant contact details. This advice will be in writing unless the complaint is settled immediately to the satisfaction of the *user* and *us*.
- (g) If we decide that an *account* has been incorrectly debited or credited, having regard to the provisions of the *EFT Code* we will where appropriate adjust the *balance* of the *account* (including appropriate adjustments for any interest and/or charges) and tell *you* in writing of the amount by which the *account* has been debited or credited as a result.
- (h) If we decide that *you* are liable under clauses 47 or 48 of this *Product Guide* for at least part of the amount of the

transaction subject to complaint, we will make available to you copies of any document or other evidence (including information from the log or audit trail relating to the transaction) relevant to the outcome and will also advise you in writing whether there was a system or equipment malfunction at the time of the transaction.

- (i) Where we decide to resolve a complaint concerning an “unauthorised transaction” under clauses 47.2 or 47.3 and within 7 business days of receipt of the complaint, adjust your account pursuant to subclause (h) above to give effect to that decision and provide the user with the information required by subclauses (g) and (h) above, we are not required to comply with subclauses (b), (c) or (i) above in respect of the complaint concerning the unauthorised transaction.

#### 45.2 Business accounts

If your account is a business account, clause 45.1 will not apply. Any complaint in relation to a BPAY payment will be dealt with in accordance with the requirements of the BPAY Scheme Rules and Operating Procedures at that time. Other complaints will be dealt with in accordance with any industry or other code of practice which is applicable and which is binding on us, or will otherwise be dealt with as we see fit.

#### 46. Your obligations

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

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

#### 47. Liability for unauthorised EFT transactions

##### 47.1 Application of this clause

This clause 47 deals with liability for EFT transactions which are not authorised by a user and does not apply to any transaction carried out by a user or by anyone performing a transaction with a user’s knowledge and consent.

This clause 47 does not apply to any transaction relating to a business account. If you hold a business account, subject to clause 38, you will be liable for all transactions on your business account, whether authorised by a user, carried out by a user, by anyone performing a transaction with a user’s knowledge and consent or by an unauthorised person.

##### 47.2 When you are not liable for losses

- You are not liable for losses resulting from unauthorised transactions:
  - (i) occurring after notification to us that any card forming part of the access method has been misused, lost or stolen or that the security of codes forming part of the access method has been breached
  - (ii) where it is clear that a user has not contributed to such losses. If a user is unable to report the loss, theft or unauthorised use of a card or breach of security by reason of our notification facilities being unavailable you are not liable for any losses occurring during the period in which such facilities were not available providing that notification is made to us within a reasonable time of the facility again becoming available.
- You are also not liable for any losses:
  - (i) that are caused by the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants or of their agents or employees
  - (ii) relating to any component of an access method that is forged, faulty, expired or cancelled
  - (iii) that arise from transactions which require the use of a card or code forming part of the user’s access method and that occurred before the user has received any such card or code (including a reissued card or code),
  - (iv) that are caused by the same transaction being incorrectly debited more than once to the same account.

##### 47.3 When you are liable for losses

If clause 47.2 does not apply then you are liable for losses resulting from unauthorised transactions only as provided below:

- (a) Where we can prove on the balance of probability that a user contributed to the losses through the user’s fraud or the user’s contravention of the rules for user codes in clause 47.4, you are liable for the actual losses which occur before we are notified that a card forming part of the access method has been misused, lost or stolen or

that the security of the *codes* forming part of the *access method* has been breached, but *you* are not liable for any loss that exceeds transaction or account limits as follows:

- (i) that portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s)
- (ii) that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period
- (iii) that portion of the total losses incurred on any *account* which exceeds the *balance* of that *account* (including, where the *EFT Code* allows, any prearranged credit)
- (iv) all losses incurred on any *accounts* which *you* and we had not agreed could be accessed using the *access method*.

Where an *access method* includes more than one *code* and we prove that a *user* contravened the *rules for user codes* by voluntarily disclosing or by keeping a record of one or more *codes* but not all the *codes* in the *access method*, *you* are liable under this subclause (a) only if we also prove on the *balance* of probability that the *user's* contravention of the *rules for user codes* was the dominant contributing cause of the losses.

- (b) The *user's* unreasonable delay in giving notice where we can prove on the *balance* of probability that a *user* has contributed to losses resulting from unauthorised transactions by the *user's* unreasonable delay in notifying *us* after becoming aware of the misuse, loss or theft of a *card* forming part of the *access method*, or that the security of all of the *codes* forming part of the *access method* has been breached, *you* are liable for the actual losses which occur between when the *user* became aware (or should reasonably have been aware in the case of a lost or stolen *card*) and when we were actually notified, but are not liable for any losses that exceed the transaction or account limits described above in paragraphs (i), (ii), (iii) or (iv) of clause 47.3(a).
- (c) Where a *code* was required to perform the unauthorised transactions and neither of clauses 47.3(a) or 47.3(b) apply, *you* are liable for the least of:
  - (i) \$150
  - (ii) the *balance* of those *account(s)* (including any prearranged credit) from which value was transferred in the unauthorised transactions and which *you* and we have agreed may be accessed using the *access method*
  - (iii) the actual loss at the time we are notified (where relevant) that the *card* has been misused, lost or stolen or that the security of *codes* has been breached (excluding that portion of the losses incurred on any one day which exceed any applicable daily transaction or other periodic transaction limit(s)).

#### 47.4 Rules for user codes

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

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

Where we expressly:

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

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

#### **48. Liability in cases of system or equipment malfunction**

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

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

This clause does not apply to any transaction relating to a *business account*. If *you* hold a *business account*, subject to clause 38, *you* will be liable for all transactions on *your business account*, whether authorised by a *user*, carried out by a *user*, by anyone performing a transaction with a *user's* knowledge and consent or by an unauthorised *person*.

#### **49. Liability – other transactions**

*You* are liable for any *card* transaction:

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

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

This clause does not apply to any transaction relating to a *business account*. If *your account* is a *business account*, subject to clause 38, *you* will be liable for all transactions on *your account* whether authorised by a *user*, carried out by a *user*, by anyone performing a transaction with a *user's* knowledge and consent or by an unauthorised *person*.

#### **50. Indemnity from you**

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

- (a) Any claim, demand or action of any kind brought against *us* arising directly or indirectly from *you* not observing any of *your* obligations set out in this *Product Guide*
- (b) *You* acting negligently or fraudulently in connection with the agreement constituted by these *terms and conditions*
- (c) *Us* acting on instructions given by a *user* or for which *you* are otherwise liable under these *terms and conditions*

- (d) Any loss, misuse, defacement or destruction of a *card* issued to a *user*
- (e) Any loss, defacement or destruction of any cheque issued to a *user*
- (f) *Us* refusing to allow payment of a cheque in good faith in the ordinary course of business
- (g) A stop payment request being given too late to enable the payment to be stopped
- (h) The appointment of or any action taken or notification given by an *authorised operator*
- (i) Any action taken on instruction received by fax or telephone whether or not any instructions were actually given by *you*
- (j) The operation or use of any good or service provided by *us* and made available to a *user*
- (k) A withdrawal request, however made and including by cheque, which is agreed to by *us* and for which there are insufficient cleared funds in *your account*
- (l) *You* stopping payment on a cheque, or
- (m) Any computer viruses, program bugs and similar causes where such loss, damage, liability, cost, charge or expense arises as a direct or indirect consequence of use by a *user* of a *Home Banking Service*.

#### **51. Implied conditions and warranties**

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

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

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

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

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

## **PART E – Fees and charges**

### **52. Fees and charges payable**

You agree to pay us:

- All fees and charges described in this *Product Guide* plus any new fees and charges we impose under the *terms and conditions*, and
- Government charges, including all additional government stamp and other duties and charges payable on receipts or withdrawals under these *terms and conditions*, including, where applicable, on credit business in Queensland (these duties and charges are payable by *you* at the time, as a matter of law, they are required to be paid), and
- Any expenses we incur in enforcing the *terms and conditions of your account*. You authorise us to debit any of these amounts to *your account*. We may do so on or after the date we pay them or the date they become due or payable by *you* or *us* (whichever is earlier). We can at any time choose not to collect a fee or charge from *you*. This does not prejudice our right to collect the fee or charge in the future. The amount or frequency or time of payment of a fee or charge may change or a new fee or charge may be imposed in accordance with these *terms and conditions*.

Type of transaction	Amount	How and when	
Bendigo Bank or Adelaide Bank ATM withdrawal	\$1.25	Charged to <i>your account</i> on the last <i>banking day</i> of each <i>month</i>	For each withdrawal, transfer or enquiry made at a Bendigo Bank or Adelaide Bank ATM
Personal cheque withdrawal	\$0.75		For each personal cheque that <i>you</i> write and is drawn on <i>your account</i>
EFTPOS <i>purchase</i> and/or withdrawal	\$0.50		For each <i>purchase</i> and/or withdrawal <i>you</i> make via EFTPOS
Bank@Post withdrawal	\$2.00		For each withdrawal <i>you</i> make via <i>Bank@Post</i>
Branch withdrawal, transfer or encashment of Personal Cheque	\$2.00		For each branch withdrawal, transfer or encashment of a personal cheque
Foreign ATM withdrawal or enquiry	\$1.25	May be charged immediately to <i>your account</i> or on the last <i>banking day</i> of each <i>month</i>	For each withdrawal or enquiry made at a non-Adelaide Bank or non-Bendigo Bank ATM
Bank cheque withdrawal	\$10.00	Charged immediately to <i>your account</i>	For each bank cheque that <i>you</i> request
Cheque special clearance	\$15.00		Applies when <i>you</i> request special clearance of funds from a cheque drawn on an Australian bank account and deposited into <i>your account</i> . We cannot guarantee a reduced clearance time for this service
Cheque search	\$10.00		Applies when <i>you</i> request <i>us</i> to provide <i>you</i> with a copy of, or access to, a cleared personal or bank cheque drawn on <i>your account</i>
Stale bank cheque search	\$12.00		Applies when a bank cheque that the bank wrote is presented for payment more than 15 <i>months</i> from the date that it was written
Stop payment of bank cheque or personal cheque	\$10.00		Applies when <i>you</i> request that a stop payment be placed on a bank cheque or personal cheque
Interim statement	\$5.00		Applies when <i>you</i> request an <i>account statement</i> to be produced before <i>your</i> next regularly scheduled statement

Type of transaction	Amount	How and when	
Duplicate statement	\$10.00 per statement	Charged immediately to <i>your account</i>	Applies when <i>you</i> request a copy of a statement that has been previously provided to <i>you</i>
Statement of interest details	\$5.00 per year requested		Applies when <i>you</i> request a statement of interest charged or credited to <i>your account</i>
Closing details	\$10.00		Applies when <i>you</i> request a copy of details on a closed <i>account</i>
Transaction summary	\$20.00 per year requested		Applies when <i>you</i> request a summary of transactions performed on <i>your account</i>
Lost or damaged <i>card</i> replacement	\$15.00		Applies when <i>you</i> request to replace each lost or damaged Cashcard
Interbank credit transfer	\$5.00		Applies when <i>you</i> request an Adelaide Bank branch transfer funds to a non-Adelaide Bank account
plus for each cheque transfer	\$0.30 per cheque		
Swift	\$20.00		Applies when <i>you</i> request a same-day transfer of funds to be made electronically to a non-Adelaide Bank account
Bank warrant	\$25.00		Applies when <i>you</i> request a same-day transfer of funds to be made to a non-Adelaide Bank account
Special service	\$17.50 per half hour or part thereof		Applies when <i>you</i> require <i>us</i> to perform a special service on <i>your</i> behalf. For example, this may be charged for non-standard time-consuming activities that <i>you</i> request <i>us</i> to undertake
Coin counting	5% of the value of the coins counted		Applies when <i>you</i> deposit loose or incorrectly bagged coins into <i>your account</i> at a branch
Bank draft	\$10.00		Applies when <i>you</i> request <i>us</i> to issue a bank draft in foreign or Australian currency that can be cashed overseas
Telegraphic transfer	\$30.00		Applies when <i>you</i> request <i>us</i> to electronically transfer foreign or Australian currency overseas
Outward cheque dishonour	\$40.00		Applies when <i>you</i> withdraw funds from <i>your account</i> with a cheque and there are insufficient funds in the <i>account</i> to cover that cheque
Inward cheque dishonour	\$12.00		Applies when <i>you</i> deposit a cheque from another party into <i>your account</i> and there are insufficient funds in the <i>account</i> to cover that cheque
Direct debit dishonour	\$40.00		Applies when there are insufficient funds in <i>your account</i> to cover an inward direct debit

### 53. How to minimise fees

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

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

Transactions that are free of charge include:

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

### 54. Government charges

#### 54.1 Tax file number (TFN) withholding tax

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

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

#### 54.2 Non-resident withholding tax

If *you* are a non-resident *you* may be liable for Australian tax on interest payments, and this may be deducted from interest payments made to *you*. The rate at which tax may be withheld is subject to Australian tax law and may depend on *your* country of residence.

## PART F – General matters

### 55. Insolvency and bankruptcy

If *you* are a body corporate and *you* become *insolvent*, are placed in administration or in liquidation, or steps are taken to make *you* so, then *you* must immediately notify *us* of this fact.

If *you* are an individual and *you* are declared bankrupt or steps are taken to make *you* so, then *you* must immediately notify *us* of this fact.

If *you* become bankrupt, or an administrator is appointed, or *you* are in liquidation, *we* will stop *your account*, thus denying *you* access to *your* money, and *we* will act on instructions from *your* trustee, administrator or liquidator.

### 56. Default

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

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

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

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

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

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

### 57. Combining accounts and set-off

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

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

However, this would not happen where, for example:

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

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

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

## **58. Taxation and social security**

### **58.1 Assessable income**

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

### **58.2 Non-residents**

If *you* are a non-resident *you* may be liable for Australian tax on interest payments and this may be deducted from interest payments made to *you*. The rate at which tax may be withheld is subject to Australian taxation law and may depend on *your* country of residence.

### **58.3 Tax file number (TFN) notification**

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

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

### **58.4 Social security**

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

## **59. Financial difficulty**

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

## **60. Incapacity**

If we are satisfied that:

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

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

## **61. Equitable interests**

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

## **62. Adjustments**

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

## **63. End of day**

A day of the week ends for any purpose under these *terms and conditions* as follows:

- If the day is a Saturday and a *banking day* - 1.00 pm
- Otherwise a day ends at 6.00 pm.

## **64. Variations and waivers**

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

## **65. Time**

A reference to a time in this *Product Guide* is a reference to the time in Adelaide, South Australia.

## 66. How we may exercise our rights

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

We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy.

## 67. Our certificates

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

## 68. Assignment

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

## 69. Trade hold authority

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

- Any financial adviser or stockbroker who has full access *authorised operator* status on your account may place, maintain and remove a hold on the funds in your account. We may place, maintain and remove a hold, but only under instructions from you which are accompanied by a written authority to also remove your financial adviser or stockbroker as a full access *authorised operator* on the account. When a hold is placed, whoever places the hold will nominate a release date for the hold.
- A hold will make the funds that are the subject of the hold unavailable to you for the duration of the hold and may thus affect the available balance of your account. This may prevent transactions from being processed.
- Some transactions that could be prevented due to a hold being placed on funds may incur a fee (e.g. cheque dishonours, direct debit dishonours) and none of your financial adviser, your stockbroker, or us takes any responsibility for fees incurred by you as a result. Refer to the fees and charges section of this *Product Guide* for details of dishonour fees.
- A hold can only be placed on available funds.
- The hold will be removed and funds will be available at the close of business on the last *banking day* preceding the nominated release date.

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

## 70. Inconsistent legislation

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

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

## 71. Applicable law

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

## Section 4 – Glossary and interpretation

### 4.1 Interpretation

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

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

### 4.2 Glossary

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

#### **access method**

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

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

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

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

**annual percentage rate** means a per annum rate of interest.

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

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

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

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

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

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

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

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

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

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

**BPAY payment** means a payment made through *BPAY*.

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

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

**card** means any Cashcard *card* issued by *us* to *you* or to an *authorised operator* and linked to an *account*.

**cash advance** means each amount:

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

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

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

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

**credit limit** means the amount which we agree to advance to you or on your behalf at any time to facilitate the use by you of a credit facility in relation to an account.

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

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

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

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

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

**EFT Code** means the Electronic Funds Transfer Code of Conduct.

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

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

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

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

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

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

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

**month** or **monthly** means calendar month.

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

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

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

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

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

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

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

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

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

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

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

**Product Guide** means this booklet.

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

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

**rules for user codes** means the rules described in clause 47.4 of this Product Guide.

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

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

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

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

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

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

**we** means Bendigo and Adelaide Bank Limited ABN 11 068 049 178 and its successors and assigns and *our* and *us* has corresponding meaning.

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

## Section 5 – Personal details and Application Form

### Your personal details

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

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

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

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

### Anti-money laundering

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

Eligible investors	Accounts should be in the name of	Example of account name	Application Form must be signed by	Tax file number (optional)
An individual, joint applicant or sole trader over 18 years of age	Individual(s)	John Smith or John Smith and Sue Smith	Individual(s)	Individual(s)
A Company	Company	Smith & Co Pty Ltd	Under seal of two Directors or Director and Secretary or Sole Director	Company

**When you complete the form please:**

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

**Send your completed Application Form, initial investment amount and any additional documentation to:**

Adelaide Bank Money Market  
 GPO Box 1048,  
 Adelaide, SA 5001

Identification documents	Sections of Application Form to complete
<p>Clients introduced by an adviser:</p> <ul style="list-style-type: none"> <li>&gt; Your adviser will identify you on our behalf and request the appropriate identification documents. No additional identification documentation is required to be sent to us.</li> <li>&gt; Advisers must sign section N to state they have identified you in accordance with our guidelines!</li> </ul> <p>Clients not introduced by an adviser:</p> <p>Provide certified copies of identification with your signed application form:</p> <ul style="list-style-type: none"> <li>&gt; One piece of primary photographic identification is required or two pieces of non photographic identification!; or</li> </ul> <p>Complete an Australia Post Identification Form</p> <ul style="list-style-type: none"> <li>&gt; Please refer to the Australia Post Identification form at the back of this Product Guide for identification requirements.</li> </ul> <p>Applications under Power of Attorney</p> <p>In addition to the above requirements, if the application is opened under a Power of Attorney, we require an original or certified copy Power of Attorney document and a signature of the relevant attorney(s) must be provided.</p>	<ul style="list-style-type: none"> <li>&gt; Section A</li> </ul> <p>All fields must be completed, however please note:</p> <ul style="list-style-type: none"> <li>&gt; Minimum of one contact number is required</li> <li>&gt; Business name, ABN and principal place of business details are to be completed by sole traders only</li> <li>&gt; Section G to Section M</li> </ul> <p>Clients whose residential address is outside of Australia</p> <p>The above sections must be completed along with a Know Your Customer Information form which is available from <a href="http://adelaidebank.com.au">adelaidebank.com.au</a></p>
<p>Clients introduced by an adviser:</p> <ul style="list-style-type: none"> <li>&gt; Your adviser will identify you on our behalf and request the appropriate identification documents. No additional identification documentation is required to be sent to us.</li> <li>&gt; Advisers must sign section N to state they have identified you in accordance with our guidelines!</li> </ul> <p>Clients not introduced by an adviser:</p> <p>Provide certified copies of identification with your signed application form:</p> <ul style="list-style-type: none"> <li>&gt; Certified copy of Certificate of Registration</li> </ul>	<ul style="list-style-type: none"> <li>&gt; Section A</li> </ul> <p>Complete this section if you would like a Director(s) or Secretary to operate this account.</p> <p>Refer to 'Individuals' section above for sections to be completed and identification requirements.</p> <ul style="list-style-type: none"> <li>&gt; Section B</li> </ul> <p>All sections must be completed including additional pages if there are more than two Directors or shareholders where applicable.</p> <p>Examples of a Regulator name may include ASIC, ASX, APRA.</p> <p>Examples of licence details may include an AFSL or an ASX code.</p> <ul style="list-style-type: none"> <li>&gt; Section G to Section M</li> </ul> <p>Clients whose residential address is outside of Australia</p> <p>The above sections must be completed along with a Know Your Customer Information form which is available from <a href="http://adelaidebank.com.au">adelaidebank.com.au</a></p>

Eligible investors	Accounts should be in the name of	Example of account name	Application Form must be signed by	Tax file number (optional)
A Trust/ Superannuation fund	The trustee(s) as trustee for the Superannuation Fund	Sue Smith and John Smith as trustees for the J Smith Superannuation Fund/J Smith Family Trust	The trustee(s)	Superannuation Fund, Trust or Trustee
Association/ Co-operative	Association/ Co-operative	Adelaide Tennis Club	Authorised representative(s) on behalf of the association/co-operative	Association/Co-operative
Partnership (trading under a registered business name)	John Smith and Sue Smith trading as business name	Smith & Smith trading as XYZ Business	The Partners	The Partners
Government Bodies	Full name of Government Body	ABC City Council	Authorised <i>officer</i> of the Government Body	The Government Body
Estate of the late	The estate	The estate of the Late Sue Smith	The executor(s)	The estate

<sup>1</sup>Refer to your adviser or phone 1800 224 124 or +618 8300 6111 (from overseas) for full details of information to be collected and verified, and acceptable identification documents.

<sup>2</sup>Proprietary/Private companies licensed and subject to Australian regulatory oversight do not need to provide these details.

Identification documents	Sections of Application Form to complete
<p>Clients introduced by an adviser:</p> <ul style="list-style-type: none"> <li>&gt; Your adviser will identify you on our behalf and request the appropriate identification documents. No additional identification documentation is required to be sent to us.</li> <li>&gt; Advisers must sign section N to state they have identified you in accordance with our guidelines<sup>1</sup>.</li> </ul> <p>Clients not introduced by an adviser:</p> <p>Provide certified copies of identification with your signed application form:</p> <ul style="list-style-type: none"> <li>&gt; Certified copy of Certificate of Registration/Trust Deed.</li> <li>&gt; Unregulated trust (eg family trust) – one trustee must provide documentation for their customer type (individual or company section).</li> </ul>	<ul style="list-style-type: none"> <li>&gt; Section A</li> </ul> <p>Complete this section if you would like the Trustee(s) to operate this account.</p> <p>Refer to 'Individuals' section above for sections to be completed and identification requirements.</p> <ul style="list-style-type: none"> <li>&gt; Section B</li> </ul> <p>Complete this section if the Trustee is a company.</p> <ul style="list-style-type: none"> <li>&gt; Section C</li> </ul> <p>All sections must be completed including additional pages if there are more than two Beneficiaries.</p> <ul style="list-style-type: none"> <li>&gt; Section G to Section M</li> </ul> <p>Clients whose residential address is outside of Australia</p> <p>The above sections must be completed along with a Know Your Customer Information form which is available from <a href="http://adelaidebank.com.au">adelaidebank.com.au</a></p>
<p>Clients introduced by an adviser:</p> <ul style="list-style-type: none"> <li>&gt; Your adviser will identify you on our behalf and request the appropriate identification documents. No additional identification documentation is required to be sent to us.</li> <li>&gt; Advisers must sign section N to state they have identified you in accordance with our guidelines<sup>1</sup>.</li> </ul> <p>Clients not introduced by an adviser:</p> <p>Provide certified copies of identification with your signed application form:</p> <ul style="list-style-type: none"> <li>&gt; Certified copy or certified extract of the Rules or Constitution of the Association, or</li> <li>&gt; Certified copy or certified extract of the minutes of the meeting of the Association/Co-operative.</li> </ul>	<ul style="list-style-type: none"> <li>&gt; Section A</li> </ul> <p>The Chairman, Secretary or Treasurer must complete this section.</p> <p>Refer to 'Individuals' section above for sections to be completed and identification requirements.</p> <ul style="list-style-type: none"> <li>&gt; Section D</li> </ul> <p>All sections must be completed.</p> <ul style="list-style-type: none"> <li>&gt; Section G to Section M</li> </ul> <p>Clients whose residential address is outside of Australia</p> <p>The above sections must be completed along with a Know Your Customer Information form which is available from <a href="http://adelaidebank.com.au">adelaidebank.com.au</a></p>
<p>Clients introduced by an adviser:</p> <ul style="list-style-type: none"> <li>&gt; Your adviser will identify you on our behalf and request the appropriate identification documents. No additional identification documentation is required to be sent to us.</li> <li>&gt; Advisers must sign section N to state they have identified you in accordance with our guidelines<sup>1</sup>.</li> </ul> <p>Clients not introduced by an adviser:</p> <p>Provide certified copies of identification with your signed application form:</p> <ul style="list-style-type: none"> <li>&gt; Certified copy or certified extract of the Partnership Agreement<sup>2</sup>, or</li> <li>&gt; Certified copy of Certificate of Registration of Business Name (if applicable), or</li> <li>&gt; Certified copy of a bank statement in the name of the partnership issued within the last 12 months.</li> </ul>	<ul style="list-style-type: none"> <li>&gt; Section A</li> </ul> <p>All fields must be completed for each Partner unless the partnership is a member of a professional association, in which case only one Partner is required to complete this section and identification requirements.</p> <p>A Partner must complete this section if they would like to operate this account.</p> <ul style="list-style-type: none"> <li>&gt; Section E</li> </ul> <p>All sections must be completed.</p> <ul style="list-style-type: none"> <li>&gt; Section G to Section M</li> </ul> <p>Clients whose residential address is outside of Australia</p> <p>The above sections must be completed along with a Know Your Customer Information form which is available from <a href="http://adelaidebank.com.au">adelaidebank.com.au</a></p>
<p>Clients introduced by an adviser:</p> <ul style="list-style-type: none"> <li>&gt; Your adviser will identify you on our behalf and request the appropriate identification documents. No additional identification documentation is required to be sent to us.</li> <li>&gt; Advisers must sign section N to state they have identified you in accordance with our guidelines<sup>1</sup>.</li> </ul> <p>Clients not introduced by an adviser:</p> <p>Your identification will be verified from relevant legislation, or government website.</p>	<ul style="list-style-type: none"> <li>&gt; Section F</li> </ul> <p>All sections must be completed.</p> <ul style="list-style-type: none"> <li>&gt; Section G to Section M</li> </ul>
<p>Clients introduced by an adviser:</p> <ul style="list-style-type: none"> <li>&gt; Your adviser will request the appropriate identification documents on our behalf. No additional identification documentation is required to be sent to us.</li> <li>&gt; Advisers must sign section N to state they received the relevant documents in accordance with our guidelines<sup>1</sup>.</li> </ul> <p>Clients not introduced by an adviser:</p> <p>Provide certified copies of identification with your signed application form:</p> <ul style="list-style-type: none"> <li>&gt; Original or certified copy of grant of Probate or Letters of Administration and must be signed by all executors/ administrators noted on the grant of Probate or Letters of Administration.</li> </ul>	<ul style="list-style-type: none"> <li>&gt; Section A</li> <li>&gt; Section G to Section M</li> </ul>

**People who can certify documents or extracts are:**

- > A lawyer – a person who is enrolled on the roll of the Supreme Court of a State or Territory or High Court of Australia, as a legal practitioner (however described)
- > A judge of a court
- > A magistrate
- > A chief executive *officer* of a Commonwealth Court
- > A registrar or deputy registrar of a court
- > A Justice of Peace
- > A notary public (for the purposes of the Statutory Declaration Regulations 1993)
- > A police *officer*
- > (A postal agent) An agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
- > (The post office) A permanent employee of the Australian Postal Corporation with 2 or more years of continuous service who is employed in an office supplying postal services to the public
- > An Australian consular *officer* or an Australian Diplomatic *officer* (within the meaning of the Consular Fees Act 1955)
- > An *officer* with 2 or more continuous years of service with one or more financial institutions (for the purposes of the Statutory Declaration Regulations 1993)
- > A finance company *officer* with 2 or more years continuous years of service with one or more financial companies (for the purposes of the Statutory Declaration Regulations 1993)
- > An *officer* with, or authorised representative of, a holder of an Australian Financial Services Licence, having 2 or more years of continuous service with one or more licensees, and
- > (An accountant) A member of the institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with 2 or more years of continuous membership.

Please note: this list is subject to change.

# Adelaide Cash Management Account Application Form



This application form is for the Adelaide Cash Management Account and for related transaction services. You should read the Adelaide Cash Management Account Product Guide prior to completing this application form.

Account name

## A Individual/Joint/Sole Trader Applicants

Individuals not residing in Australia may be required to provide additional Know Your Customer information. Please phone 1800 224 124 or +618 8300 6111 (if from overseas) for assistance.

### Applicant 1

Title  First name(s)

Last name

Residential address (PO Box is not acceptable)

Postcode

Please note that security code(s) and Cashcard(s) will be mailed to the residential address of the person to whom they are issued.

Work phone number  Home phone number

Mobile phone number  Date of birth:  /  /

Email address

Business name (sole trader)

ABN

Principal place of business address

Postcode

### Applicant 2

Title  First name(s)

Last name

Residential address (PO Box is not acceptable)

Postcode

Please note that security code(s) and Cashcard(s) will be mailed to the residential address of the person to whom they are issued.

Work phone number  Home phone number

Mobile phone number  Date of birth:  /  /

Email address

Business name (sole trader)

ABN

Principal place of business address

Postcode

## B Australian Company

Foreign companies may be required to provide additional Know Your Customer information. Please phone 1800 224 124 or +618 8300 6111 (if from overseas) for assistance.

Full name of company (as registered with ASIC)  ACN

Registered office address (PO Box is not acceptable)  Principal place of business (PO Box is not acceptable)

Postcode   Postcode

Company type  Proprietary  Public (If Public, proceed to section H)

Is the company regulated (licensed by Australian Commonwealth, State or Territory statutory regulator)

No  Yes – Please specify Regulator name  Licence details

### Details of Director(s)

The full name of all Directors must be provided for proprietary companies (attach additional page(s) if necessary).

Title  First name(s)

Last name

Title  First name(s)

Last name

**Note:** If you would like to operate this account, please complete section A as well as section B.

### Details of shareholder(s)

To be completed for each individual who owns more than 25% of the issued capital of a proprietary or private company (except companies licensed and subject to Australian regulatory oversight).

Title	First name(s)	Title	First name(s)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Last name		Last name	
<input type="text"/>		<input type="text"/>	
Residential address (PO Box is not acceptable)		Residential address (PO Box is not acceptable)	
<input type="text"/>		<input type="text"/>	
	Postcode		Postcode
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

### C Trust/Superannuation Fund

Full name of Trust/Superannuation Fund

Full business name of the Trustee in respect of the Trust (if any)

Country in which Trust was established

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

### Details of beneficiary

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

Title	First name(s)	Title	First name(s)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Last name		Last name	
<input type="text"/>		<input type="text"/>	

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

### Details of Trustee(s)

One Trustee must complete the relevant section above (individual or company) in all cases. In addition, all other Trustees must complete the relevant section above (individual or company) unless the Trust is licensed and subject to Australian regulatory oversight.

**Note:** If you would like to operate this account, please complete section A, and/or B (where relevant) as well as section C.

### D Association/Co-operative

Incorporated Association     Unincorporated Association     Co-operative

Full name of Association / Co-operative

Any identifying number (issued upon incorporation/registration)

Registered office or principal place of operations (PO Box is not acceptable)

Postcode

### Officer details

Name of public officer (or Secretary/Treasurer/President if no public officer)

Position title (Public officer/Secretary/Treasurer/President)

Title	First name(s)
<input type="text"/>	<input type="text"/>

Last name
<input type="text"/>

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

	Postcode
<input type="text"/>	<input type="text"/>

### Chairman

Title	First name(s)
<input type="text"/>	<input type="text"/>

Last name
<input type="text"/>

### Secretary

Title	First name(s)
<input type="text"/>	<input type="text"/>

Last name
<input type="text"/>

### Treasurer

Title	First name(s)
<input type="text"/>	<input type="text"/>

Last name
<input type="text"/>

The Chairman, Secretary or Treasurer must complete the individual customer identification requirements, refer to section A.

## E Partnership

Full name of partnership

Registered business name of the partnership (if any)

Country in which partnership was established

### Details of partner(s)

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

## F Government Bodies

Full name of Government Body

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

Postcode

Is this Government Body established under legislation of the:

Commonwealth of Australia

Australian State or Territory (specify in space provided)

Foreign Country Government (specify in space provided)

## G Mailing address

Unit

Street number

Street name or PO Box

Suburb

State

Postcode

## H Investment details

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

## I Transaction Services

If you would like a cheque book what size cheque book would you like?  35 Cheques  75 Cheques

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

### Applicant 1

Name to appear on Cashcard

Mother's maiden name (for security/identification purposes)

### Applicant 2

Name to appear on Cashcard

Mother's maiden name (for security/identification purposes)

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

If you would like to apply for a Regular Payment please complete the Regular Payments Application Form.

## J Account operating authority

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

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

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

## K Tax file number collection and exemption

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

If you choose to supply us with your TFN(s), please tick (✓) applicable box and complete the TFN details:

I  Individual

J  Joint

P  Partnership

C  Company

A  Association/  
Co-operative

T  Trust

S  Superfund

G  Government Body

Name of applicant 1 (or entity)

Tax file number

Name of applicant 2 (or entity)

Tax file number

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

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

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

Please tick (✓) applicable box

Non-resident of Australia  Territory resident

Address

Postcode

I/We authorise the application of this exemption to this and subsequent deposits within this investment.

## L Your personal information

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

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

## M Declaration and signatures

I/We the undersigned:

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

### Applicant 1

Name

Corporate title (if applicable)

Signature

Date

### Applicant 2

Name

Corporate title (if applicable)

Signature

Date

## N Adviser use only

Adviser name

Firm name

Dealer group

State

Broker code

Client reference no

Adviser  
Stamp

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

Signature

## (Office use only)

Customer number

Valid TFN/ABN

Yes

No

Scan number

# Adelaide Cash Management Account – Authorised Operator Form



Account name

Account number

## **A** Appointment of your financial adviser

### Full access

If you open your account through your financial adviser, they are automatically authorised as a Limited Access Authorised Operator on your account. You can use this form to increase the level of their authority by appointing them as a Full Access Authorised Operator.

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

- Yes, I/We do wish to appoint my/our financial adviser whose stamp appears on this form to operate this account through their partners, officers, employees, agents and service providers.
- No, I/We DO NOT wish to appoint my/our financial adviser to operate this account.

### Modify access

- Please change my financial adviser/dealer group whose stamp appears on this form to be a Limited Access Authorised Operator.

### Delete access

- Please cancel the authority of my financial adviser/dealer group

**Please note:** Cancelling financial adviser authority means they will no longer be noted on your account.

## **B** Appointment of other Authorised Operators

Individuals not residing in Australia and foreign companies may be required to provide additional Know Your Customer information. Please call 1800 224 124 or +618 8300 6111 (if from overseas) for assistance.

If you would like to appoint an alternative person as an authorised operator on your account, please complete all of the following details:

### Authorised Operator 1

Please tick applicable box (✓)  Add  Modify  Delete

Title First name(s)

Last name

Residential address (PO Box is not acceptable)

Postcode

Contact number

Date of birth

Please tick (✓) required operator access level

- Full Authorised Operator  Limited Authorised Operator

Signature of Authorised Operator 1

### Authorised Operator 2

Please tick applicable box (✓)  Add  Modify  Delete

Title First name(s)

Last name

Residential address (PO Box is not acceptable)

Postcode

Contact number

Date of birth

Please tick (✓) required operator access level

- Full Authorised Operator  Limited Authorised Operator

Signature of Authorised Operator 2

## Appointment of corporate entity as a Limited Access Authorised Operator

If you would like to appoint a corporate entity as a Limited Access Authorised Operator to this account please complete this section:

Corporate entity name

ACN

Address

Postcode

Contact number

(Limited access option only - Code 11)

- Duplicate statement required

## Estate of the late accounts only - full access operator appointment

- Yes, I/we authorise my/our financial adviser/broker whose stamp appears on this form to act as my/our agent and to be appointed as a Full Access Authorised Operator on this account. I/We also acknowledge that by appointing an agent that I/we will no longer have access to this account.

Please note, all executors must sign this form and will be removed from the account. All future requests must be facilitated via the appointed agent.

## C Account operating authority

Please indicate how you wish to operate your account

Any one of us to sign

All of us to sign

If you select 'any one of us to sign', each of you (including any person you appoint as an authorised operator) will be able to transact on or otherwise operate your account independently of the others.

If you select 'all of us to sign', you will not be able to operate your account without the written authority of all account holders. You can change the account operating authority at any time by written request signed by all account holders.

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

## D Additional cheque book/card facility

If you require a cheque and/or Cashcard facility please complete the following details.

**Cheque facility**

35 cheques

75 cheques

**Cashcard facility**

**Authorised Operator 1**

Name to appear on Cashcard

Mother's maiden name (for security/identification purposes)

**Authorised Operator 2**

Name to appear on Cashcard

Mother's maiden name (for security/identification purposes)

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

## E Declaration and acknowledgement

You should read and understand the Adelaide Cash Management Account Product Guide. In particular, your attention is drawn to the section titled "Giving someone access to your account".

I/We the undersigned:

1. Authorise each authorised operator in this form to operate my/our account subject to the level of access specified for each operator in section A and B and the instructions I/we have provided in section C of this form;
2. Understand that a Full Access Authorised Operator can at any time request additional transaction services such as (but not limited to) a card and cheque book;
3. Understand that any such appointment of a Full Access Authorised Operator or Limited Access Authorised Operator continues until I/we cancel the appointment by giving notice in writing to Bendigo and Adelaide Bank Limited; and
4. Acknowledge that where I/we have asked Bendigo and Adelaide Bank Limited to delete or modify an Authorised Operator's access that this instruction supersedes any prior instruction.

### Customer 1

Name

Corporate title (if applicable)

Signature

Date

### Customer 2

Name

Corporate title (if applicable)

Signature

Date

## F Adviser use only

Adviser name

Firm name

Dealer group

State

Broker code

Client reference no

Adviser  
Stamp

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

Signature

## (Office use only)

Investment number

Signature verified

Yes

No

Scan number

# Regular Payments Application Form

## A Customer details

Title	First name(s)	Last name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Title	First name(s)	Last name
<input type="text"/>	<input type="text"/>	<input type="text"/>

## B Please tick

Please tick (✓) applicable box

Add
  Amend
  Cancel
  Delete

## C Frequency

Please tick (✓) applicable box

Weekly
  Fortnightly
  Monthly
  Quarterly
  Half Yearly
  Annually

## D Regular Payments

### Auto Payment Plan

Allows you to establish an automatic transfer of a fixed amount from an account held with another financial institution to your Adelaide Cash Management Account.

**Deduct from**

Financial institution	Address of financial institution
<input type="text"/>	<input type="text"/>
BSB	Account number
<input type="text"/> - <input type="text"/>	<input type="text"/>

**Pay to**

Adelaide Cash Management Account account number:

Fixed payment amount: \$ 
 Payment commencement date:  /  / 
 (allow a minimum of 14 days from date of forwarding request to Bendigo and Adelaide Bank Limited)

### Periodical Payment

Allows you to establish an automatic transfer of a fixed amount from your Adelaide Cash Management Account to an account with another financial institution.

**Deduct from**

Adelaide Cash Management Account account number:

Fixed payment amount: \$ 
 Payment commencement date:  /  / 
 (allow a minimum of 14 days from date of forwarding request to Bendigo and Adelaide Bank Limited)

**Pay to (the credit account)**

Financial institution	Address of financial institution
<input type="text"/>	<input type="text"/>
BSB	Account number
<input type="text"/> - <input type="text"/>	<input type="text"/>

### Automatic Deduction

Allows you to establish an automatic transfer between your Adelaide Cash Management Account and any Adelaide Bank account.

**Deduct from**

Adelaide Cash Management Account account number:

Fixed payment amount: \$ 
 Payment commencement date:  /  / 
 (allow a minimum of 14 days from date of forwarding request to Bendigo and Adelaide Bank Limited)

**Pay to**

Adelaide Bank account number:

## E Declaration

I/We authorise Bendigo and Adelaide Bank Limited (User ID Number 027572)/ABN 11 068 049 178 to arrange for funds to be debited/credited from my/our account at the financial institution identified above. I/We acknowledge having received, and agree to be bound by, the terms and conditions contained in the Adelaide Cash Management Account Product Guide.

### Customer 1

Signature

Date

### Customer 2

Signature

Date

**Note:** This form must be signed by you or your attorney. Authorisation given by companies must be signed in one of the following ways: (i) by two directors of the company (ii) by a director and by a secretary of the company (iii) for a proprietary company that has a sole director who is also the sole company secretary - by the director (iv) by a duly authorised attorney (v) under seal (if required). Accounts held jointly must be signed by, or on behalf of, all account holders.

**Please note:** Whilst every effort has been taken to ensure that this request will be processed by your financial institution, acceptance of this request is at the discretion of the financial institution where your account is currently held.

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### (Office use only)

Branch

User ID

Date

Scan number



### Identification documents

**Primary documents** (Note: photograph must be clear)

- Australian driver's licence (foreign acceptable for non-resident).
- Australian passport (foreign acceptable for non-resident).
- State or Territory issued Proof of Age card.
- Pension card issued by Centrelink.

**If the primary document DOES NOT have both a photo and your current residential address, you must ALSO supply ONE secondary document containing your current residential address.**

**Secondary identification documents**

- A notice which records the provision of benefits to the individual which has been issued by the Commonwealth, State or Territory within the preceding 12 months and contains the name and residential address of the individual.
- A notice issued by the Australian Taxation Office within the preceding 12 months.
- A notice which is issued by a local government body or utilities provider within the previous 3 months that records the provision of services to that person at that address.

### A Details of Applicant

Last name:	First name(s):	Date of birth:
<input type="text"/>	<input type="text"/>	<input type="text"/>
Home phone number:	Work phone number:	Mobile number:
<input type="text"/>	<input type="text"/>	<input type="text"/>

### B Address of Applicant

Residential address (PO Box is not acceptable):

Postcode:

If residential address is not in Australia please also complete section for non-residents.

### C Declaration by Applicant

**DO NOT SIGN UNTIL YOU LODGE THIS FORM AT AUSTRALIA POST**

**Your signature must be witnessed by an Australia Post officer at the time of lodging this form.**

I acknowledge that the information on this form is true and correct. The details on this form have been completed by me and not another person.

**Please sign within the box and use black ink**



Applicant's signature:

Date:

### D Australia Post use only

I confirm that I have sighted original documentation that verifies the Applicant's name, date of birth, and residential address as set out on this form.

Post officer's name:	Post officer's signature:	
<input type="text"/>	<input type="text"/>	
Date:	Work centre code:	Comments:
<input type="text"/>	<input type="text"/>	<input type="text"/>

### Sole trader (Bank use only)

Business name: (if any)	ABN (if any):
<input type="text"/>	<input type="text"/>
Principle place of business (if any):	
<input type="text"/>	

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