

# Bendigo Savings Bonds

Product Disclosure Statement

23 February 2009

### About this document

This document is Part 1 of a Product Disclosure Statement ("PDS"). The other document that makes up the PDS is:

Part 2- Schedule of Bendigo Savings Bonds Interest Rates

If you do not have Part 2, the PDS is incomplete. Please contact your nearest branch or phone Bendigo and Adelaide Bank Financial Markets on 1800 633 511\* or email: [financialmarkets@bendigobank.com.au](mailto:financialmarkets@bendigobank.com.au) to arrange for them to be sent to you. These documents can also be found in any of our branches or on our website [www.bendigobank.com.au](http://www.bendigobank.com.au)

The PDS is an important document. It provides you with information about the Bendigo Savings Bond (Bond) so you can decide whether or not to acquire it. You should read this document and the other parts of the PDS carefully before acquiring a Bond. You should also keep the PDS for your future reference. If you have any questions or have not received any part of the PDS, please contact us.

The information contained in the PDS is general information only and does not take into account your objectives, financial situation or needs. Accordingly, you may wish to seek professional advice before making an investment decision. The PDS should not be taken to be a recommendation that a Bond is appropriate for you. The issuer of the products described in the PDS is Bendigo and Adelaide Bank Limited, ABN 11 068 049 178, AFSL No. 237879.

The PDS only applies where it is received by a person in Australia.

Information in the PDS may be subject to change from time to time. Where the change is not materially adverse, you will be able to find out the new information by contacting us on 1800 633 511 (Bendigo Financial Markets\*), by contacting your local branch, by accessing the Bendigo Bank website at [www.bendigobank.com.au](http://www.bendigobank.com.au) or emailing us at: [financialmarkets@bendigobank.com.au](mailto:financialmarkets@bendigobank.com.au) A paper copy of any updated information will be given to you on request without charge.

### Contact details

You can contact us at any of our branches or at our Head Office:

- The Bendigo Centre  
PO Box 480  
Bendigo VIC 3550  
Telephone 1800 633 541 or 1800 633 511  
Facsimile (03) 5485 7661  
[www.bendigobank.com.au](http://www.bendigobank.com.au)

Alternatively you can contact us via:

- Bendigo OnCall  
Telephone 1300 366 666

Banking consultants who can provide you with information on accounts  
8am – 8pm Monday to Friday (Victorian time)  
9am – 4pm Saturday (Victorian time)  
10am – 4pm Sunday (Victorian time)

- The Bendigo Bank website at [www.bendigobank.com.au](http://www.bendigobank.com.au); or

- Customer Help Centre  
Telephone 1300 361 911  
8.30am – 7.30pm (Victorian time)  
Monday to Friday

- \* Note that telephone conversations with Bendigo and Adelaide Bank Financial Markets (which is responsible for Bendigo Savings Bonds) may be recorded for dispute resolution purposes. This includes customer telephone calls directed to Bendigo and Adelaide Bank Financial Markets by other parts of Bendigo and Adelaide Bank including Bendigo OnCall and the Bendigo Bank Customer Help Centre.

## Key Features

A Bond is a transferable deposit held with Bendigo and Adelaide Bank that offers a fixed interest rate, fixed interest payment dates and a fixed maturity date.

### Minimum investment

\$10,000 and additional multiples of \$100

### Investment terms

Various ranging from 1 to 5 years. Currently available investment terms are set out in Part 2 of the PDS - Schedule of Bendigo Saving Bonds Interest Rates\*

### Interest rates

Fixed until maturity. Current interest rates are set out in Part 2 of the PDS - Schedule of Bendigo Saving Bonds Interest Rates\*

### Interest payments

At agreed frequencies (for example, monthly, quarterly, half yearly, annually) from commencement of the investment term. Currently available frequencies are set out in Part 2 of the PDS - Schedule of Bendigo Savings Bonds Interest Rates\*

### Application procedure

Lodge your completed Bendigo Savings Bonds application form with all relevant attachments:

- at any branch of Bendigo Bank;
- through your investment adviser; or
- by post to:  
Reply Paid 1  
Bendigo Bank Treasury  
PO Box 480  
Bendigo VIC 3552

An application (even if it is lodged by you through your investment adviser or by post) must be received by us prior to 3.00pm (Victorian time) on any day for processing on that day.

### Registrar of Bondholders

Computershare Investor Services Ltd. The register of Bondholders maintained by the registrar is the conclusive evidence of who are Bondholders from time to time.

### Sale/transfer before maturity

By completing a Transfer and Acceptance Form\*. The minimum sale/transfer amount is \$10,000 and additional multiples must be of \$100. See also clause 5 of the terms and conditions below.

### Maturity

Full principal amount will be paid to the Bondholder. See also clause 11 of the terms and conditions below.

\* Contact us or your investor adviser for details of current investment terms and interest rates or to obtain a Transfer and Acceptance Form.

The terms and conditions beginning on page 4 of this document explain the way in which the Bonds operate.

## Significant benefits and risks

### Key benefits:

Examples of benefits associated with a Bond include:

Savings bonds are typically used to generate a regular income for the investor. The decision to utilise a Bond may be driven by the benefits of a regular return.

A Bond can protect an investor from adverse movements in interest rates due to the fixed rate of return.

If a Bond is held to maturity, Bendigo Bank will pay the Bondholder the principal amount (being the face value) of the Bond (and all accrued but unpaid interest). See clause 11 of the terms and conditions below.

### Key risks:

Examples of risks associated with a Bond include:

Market risk - the risk that a Savings Bond may be difficult to transfer or sell before the maturity date.

Credit risk - As with many investment products, you are also reliant on the issuer's ability, in this case, our ability, to meet obligations including payment of the principal amount of your Bond to you. To reduce the risk of this not occurring, financial institutions are prudentially regulated by the Australian Prudential Regulation Authority and must comply with its prudential and reporting requirements, including a standard that aims to ensure that financial institutions have sufficient liquidity to meet their obligations to their customers.

Interest Rate risk - the risk that movements in interest rates may adversely affect the owner of the Bond. This issue will only arise when a savings bond is sold or transferred before the maturity date: if a Bond is sold or transferred before the maturity date, it will be sold at a yield which may be different to the original interest rate on the Bond.

It should be noted that a Bond may become 'in the money' or 'out of the money' depending on how interest rate markets move after the investment has been made. This does not change Bendigo Bank's obligation to pay interest at the fixed rate.

Opportunity Cost - A risk that an investor will forego potentially higher returns during the investment term by accepting a fixed rate of return at the outset of the investment.

### Costs

No fees and charges or government charges currently apply to the issue of a Bond. However, where principal and interest payments are made to a non-Bendigo Bank account that other financial institution may charge a fee.

### Commission

We do not currently charge commission on the issue of a Bond.

However, if your application for a Bond is made through an investment adviser we may pay a commission to the adviser if he or she has been approved by us.

Commission payable is calculated on a per annum percentage of the principal amount invested.

The commission percentage rates used depend on the investment term and the current rates are as follows:

| Investment term | Rate (%) of principal amount invested) |
|-----------------|--|
| 1 year          | 0.25%                                  |
| 2 years         | 0.25%                                  |
| 3 years         | 0.25%                                  |
| 4 years         | 0.20%                                  |
| 5 years         | 0.20%                                  |

## Terms and conditions

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## Section A: Meaning of words

“**Application Form**” means the application form entitled Bendigo Savings Bonds Application.

“**Bank**”, “**we**”, “**us**” and “**our**” means Bendigo and Adelaide Bank Limited ABN 11 068 049 178, AFSL No. 237879.

“**Bond**” means a Savings Bond issued by the Bank and held by a Bondholder or more than one Bondholder jointly with another.

“**Bondholder**” means the person, business or other entity registered as the holder or holders of a Bond in the register.

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

“**Certificate**” means a certificate issued by the registrar to a Bondholder evidencing the Bondholder’s investment in a Bond.

“**Government charges**” means all charges or duties on or transfers of your Bond that are payable under a law of the Commonwealth or any State or Territory whether or not you are primarily liable to pay these charges.

“**investment term**” means the period that you choose (see clause 1.5 below) for your Bond. It is the period commencing on the day funds you are investing are cleared (see clause 4.3 below) and ending on the maturity date. The interest rate that applies to the Bond is fixed for the investment term.

“**law**” means common law, principles of equity and laws made by Parliament (including regulations and other instruments under them, and consolidations, amendments, re-enactments or replacement of them).

“**maturity date**” means the day on which the investment term expires.

“**principal amount**” is the face value of the Bond being the amount of your investment (that is, the amount as specified on the Application Form as “Amount applied for \$”).

“**register**” means the register of Bondholders maintained by the registrar.

“**registrar**” means Computershare Investor Services Ltd or any other person we appoint to maintain the register of Bondholders.

“**terms and conditions**” means these terms and conditions.

“**Transfer and Acceptance Form**” means a form approved by the Bank which provides for a Bond to be sold or transferred.

“you” and “your” means the person entered in the register as the holder of the Bond or if there is more than one of you, all of you jointly and each of you severally.

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

- a document includes any variation or replacement of it;
- any thing includes the whole and each part of it; and
- “\$” or “dollars” is to currency of the Commonwealth of Australia.

## Section B: General terms and conditions

### 1. Amount of Investment

- 1.1 The minimum initial investment is \$10,000.
- 1.2 Investments of over \$10,000 must be in multiples of \$100.
- 1.3 The maximum investment that will be accepted is \$500,000.
- 1.4 Applications for amounts in excess of \$500,000 may be accepted with our approval.
- 1.5 You must choose an investment term for the Bond - investment terms (which can range from 1 year to 5 years) which are available are set out in Part 2 of the PDS - Schedule of Bendigo Savings Bonds Interest Rates. The investment term commences from the day funds are cleared (see clause 4.3 below).

### 2. Interest Rates

- 2.1 We pay interest on your Bond.
- 2.2 The interest rate (and interest payment frequency) is fixed for the term of the Bond - see clause 3 below.
- 2.3 The applicable interest rate will be the rate offered by the Bank on the day of registration of the Bond for a Bond with the chosen investment term and interest frequency.
- 2.4 Current interest rates for Bonds are set out in Part 2 of the PDS - Schedule of Bendigo Savings Bonds Interest Rates. You can find out the current interest rates at any time by contacting your investment advisor or us at:

The Bendigo Centre  
PO Box 480  
Bendigo VIC 3552  
Telephone (03) 5485 7800 or 1800 633 511  
(Bendigo Bank Financial Markets)  
Facsimile (03) 5485 7661  
[www.bendigobank.com.au](http://www.bendigobank.com.au)  
Email: [financialmarkets@bendigobank.com.au](mailto:financialmarkets@bendigobank.com.au)

### 3. Interest payments

- 3.1 Interest accrues on the principal amount of the Bond from the first day of the investment term of a Bond up to but not including the maturity date.

- 3.2 The interest calculations are based on a 365 day Australian bond convention. Interest payment dates and frequencies vary depending on the maturity date of the Bond.
- 3.3 You can choose for interest to be payable monthly, quarterly or half-yearly or annually on the anniversary date of lodgement for the period selected on the Application Form. Not all interest frequency options may be available at all times. Please contact your investment adviser or Bendigo Bank Treasury on 1800 633 511 to confirm.
- 3.4 Interest will be paid to the person eligible under clause 3.5 below into a nominated bank account of, or by bank cheque payable to, that person.
- 3.5 Interest payments will be paid to the person or persons or other legal entities who is or are registered as the Bondholder at the close of business 7 days prior to the interest payment date.

#### 4. Applications

- 4.1 Application for a Bond is made on the Application Form. You may make payment of the principal amount by:
- (a) a cheque made payable to "Bendigo and Adelaide Bank Limited" for the principal amount; or
  - (b) by arranging a transfer of funds electronically from another bank account.
- 4.2 Cash lodgements cannot be accepted.
- 4.3 The investment term in respect of a Bond begins from the date funds you are investing are determined to be "cleared funds" by us.
- 4.4 A cheque will be subject to clearance by us and proceeds will not be available for investment until funds are determined to be "cleared funds" by us. You will be liable for the amount of a cheque if it is subsequently dishonoured and you authorise us to deduct applicable bank charges from the amount of your investment if this occurs.

We do not accept any cheque that is not payable to you whether the cheque has been endorsed in your favour or not.

You may request a special clearance on a cheque. When you request a special clearance on a cheque we will request the other bank to respond within 24 hours if the cheque is drawn

on a branch in the same state as the place of deposit. If the cheque is an interstate cheque we will request the other bank to respond within 48 hours. We cannot assure you that the other bank will respond within these timeframes. You must pay us a fee for this service.

- 4.5 The Application Form can be lodged at a branch of Bendigo and Adelaide Bank Limited by yourself or by your investment adviser or by post to:

Reply Paid 1  
Bendigo Bank Treasury  
PO Box 480  
Bendigo VIC 3552

An application (even if it is lodged by you through your investment adviser or by post) must be received by us prior to 3.00pm (Victorian time) on any day for processing on that day.

- 4.6 On receipt of your Application Form (completed correctly and with all enclosures accompanying it), we will notify the registrar of the investment and instruct the registrar to issue a Certificate to you when funds you are investing are determined to be "cleared funds" by us.
- 4.7 Applications for a Bond with a specified maturity date which omit or contain an incorrect interest rate, or interest frequency, may be corrected by the Bank inserting the correct details applicable to a Bond with that maturity date and interest frequency.
- 4.8 We reserve the right to refuse any application.
- 4.9 Upon registration of you as a Bondholder in the register, you will receive a certificate as evidence of your investment. You should check the certificate carefully and immediately notify us if you notice an error on that document.

#### 5. Selling or transferring a Bond

- 5.1 A Bond may be sold or transferred by the Bondholder at any time by using a Transfer and Acceptance Form.
- 5.2 Transfer and Acceptance Forms are available from your investment adviser, by calling the registrar on 1800 550 184 or Bendigo Bank Financial Markets on 1800 633 511.
- 5.3 A Transfer and Acceptance Form must be completed (by the Bondholder (as transferor) and the transferee) and forwarded to the registrar no later than 7 days prior to the maturity date or an interest payment date for the transferee to be entitled to either the next due interest payment or

principal payment on maturity of the Bond - see clause 3.5 above. The registrar may take more than 1 day to complete the registration process.

- 5.4 The Transfer and Acceptance Form must be forwarded with the certificate the transferor holds in relation to the Bond which will be cancelled with effect on and from the registration of the transferee as a Bondholder under clause 5.6 or clause 5.7 below.
- 5.5 If the Transfer and Acceptance Form is not received 7 days prior to an interest payment date, the registrar will process the transfer on the next business day after that date and issue a new certificate from that date to the transferee.
- 5.6 There is no change in the ownership of the Bond until the transferee's details have been registered by the registrar and the transferee has become a Bondholder. With effect on and from such date, the transferee will be bound by these terms and conditions.
- 5.7 Part of a Bond may be sold or transferred provided that the transferred portion is a minimum of \$10,000 and in multiples of \$100 thereafter and the remaining portion of the Bond has a minimum principal amount of \$10,000. In such a case, there is no change in the ownership of any part of the Bond until the transferee's details have been registered by the registrar and the transferor and the transferee has become the Bondholders of new Bonds. With effect on and from such date, the transferor and the transferee will be bound by these terms and conditions. The registrar will issue new certificates to both the transferor and the transferee.

### 6. Repurchase of Bond before maturity date

- 6.1 A Bondholder may at any time request us to repurchase all or part of the Bond before its maturity date. Such a request must be made in writing and be accompanied by a Transfer and Acceptance form, naming the Bank as the transferee, and the certificate the Bondholder holds in relation to the Bond.
- 6.2 We are under no obligation to do so.
- 6.3 Proceeds from the repurchase of the Bond prior to maturity may be greater or less than the original amount invested. We will calculate the repurchase price, taking into account various factors such as the interest rate the Bond is earning and the secondary market yield for the remaining term at the time of the repurchase.

The market yield is determined by us at the time we consider the request.

### 6.4 If we agree to repurchase:

- (a) all of the Bond, we will notify the registrar and instruct the registrar to cancel the registration of the Bondholder in the register and the certificate held by the Bondholder; or
- (b) part of the Bond, we will notify the registrar and instruct the registrar to cancel the registration of the Bondholder in the register as to that part of the Bond repurchased by us and issue a new certificate to the Bondholder in respect of the remaining part of the Bond which is not repurchased by us. There is no change in the ownership of any part of the Bond until such details of the repurchase has been registered by the registrar.

## 7. Bond ownership

- 7.1 The registrar will maintain a register. The register will be conclusive proof of ownership of a Bond.

## 8. Bank fees and charges

- 8.1 The Bank does not currently charge bank fees on the issue of a Bond, or in respect of payments of principal or interest on a Bond. However, where payments of principal or interest are made to an account with another financial institution (i.e. a non Bendigo Bank account) that other financial institution may charge a fee upon the deposit into that account.
- 8.2 The Bank will deduct from interest payments until repaid in full any charges (including Government charges) which may become payable in respect of the Bond or a transaction in relation to the Bond.
- 8.3 The Bank may change the fees and charges from time to time (including introducing new fees and charges) and Government charges may change at any time. There is no maximum limit for the amount of fees and charges we may impose. If the law regulates such a change we will only make the change to the extent permitted by, and subject to, the requirements of that law.

## 9. Commission

- 9.1 The Bank does not charge you commission on the issue of a Bond.

9.2 However, where a Bond is purchased through an investment adviser (whose identity will appear on applications bearing its stamp), commission set by the Bank may be paid by the Bank to that adviser.

9.3 The commission is a percentage of the principal amount of the Bond and the current percentage, depending on the investment term, is set out in the section entitled “Commissions” in Part 1 of the PDS.

## 10. Maturity

10.1 On the maturity date the full principal amount of the Bond will be available to the person registered as the Bondholder at the close of business 7 days prior to the maturity date.

10.2 The registrar will forward a review advice to the Bondholder before the maturity date to request instructions on whether the Bondholder wishes the Bond to be reinvested or paid to the Bondholder by cheque or credited to a nominated bank account.

10.3 If the Bondholder does not notify the registrar of their instruction before the maturity date, the principal amount of the Bond will be reinvested for the same term and interest payment frequency as the maturing Bond and interest will be paid in the same manner as was applicable to the maturing Bond.

10.4 The interest rate applied to the reinvestment will be the rate set out in the review advice given to the Bondholder before the maturity date.

## 11. Public holidays and weekends

11.1 If the day for payment of interest or principal (on maturity) is not a business day, the payment will be made on the next business day.

11.2 No further interest will accrue.

## 12. Change of details requests

12.1 Bondholders may at any time prior to maturity change the payment request details for interest and principal.

12.2 If the change requires alteration to the direct credit banking instructions, the completion of a “Change of banking details” form is required. A copy can be obtained from the registrar by calling 1800 550 184.

12.3 A change must be in writing and signed by all the Bondholders and sent to the registrar.

12.4 Any change to payment request details must be received by the registrar no later than 7 days prior to the next payment day.

12.5 Change of address requests must be made in writing and signed by all Bondholders and sent to the registrar or us in accordance with clause 22.1 below.

## 13. Telephone conversations

13.1 Telephone conversations with Bendigo Bank Financial Markets (which is responsible for the Bonds) may be recorded for dispute resolution purposes. This includes customer telephone calls directed to Bendigo Bank Financial Markets by other parts of the Bank including Bendigo Bank OnCall and the Bendigo Bank Customer Help Centre.

## 14. Joint investments

14.1 This clause applies if a Bond is held in two or more names jointly.

14.2 You may choose to hold a Bond jointly with other persons or entities.

14.3 If you do, each such person and entity will be entitled to the proceeds of a Bond (being the principal amount and interest) in equal parts.

14.4 If your Bond is held jointly, the liability of each Bondholder under these terms and conditions is both joint and several. This means that each of you is liable both on your own and together for the Bond and the obligations of Bondholders under these terms and conditions. You should carefully consider any arrangement which involves you becoming a joint Bondholder.

14.5 Despite any instructions you may give us to the contrary, all joint Bondholders must sign to authorise any transaction in respect of the Bond.

14.6 If any Bondholder dies, the Bond will be treated as the Bond of the surviving Bondholders only.

## 15. Changes

15.1 We may change these terms and conditions at our absolute discretion at any time. If any law regulates that change, we will only make the change to the extent permitted by, and subject to, the requirements of that law.

15.2 You agree that we can give notice of changes to these terms and conditions, any material change to, or any significant event that affects any of the matters specified in the PDS (including changes

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to fees and changes and interest rates) in writing, by an advertisement in a major daily newspaper or in any other way permitted by law.

- 15.3 The table on page 9 set out how and when we will notify you of changes.
- 15.4 If a Government charge payable directly or indirectly by you is introduced or varied, we will notify you by advertisement in the national media or local media or in writing unless the introduction or variation is publicised by the government.

### 16. Registrar

- 16.1 The register is currently administered by Computershare Investor Services Ltd and its contact details are:

Postal Address:  
GPO Box 2867  
Melbourne VIC 3001  
Telephone: 1800 550 184  
Facsimile: (03) 9473 2535

### 17. Tax

- 17.1 The information in this section is general information only. Accordingly, you should seek your own independent taxation advice regarding the tax consequences of acquiring, holding or disposing of a Bond, to take into account your own personal circumstances. Interest received by an Australian resident taxpayer may form part of the Bondholder's assessable income.
- 17.2 Any redemption or transfer of part or all of a Bond constitutes a disposal of all or part of the bond which can result in the realization of a gain or loss for income tax purposes. The amount of tax payable on any gain will depend on the Bondholder's individual circumstances.

- 17.3 A Bond will not constitute a "qualifying security" for income tax purposes as the Bond is not issued at a discount and bears no deferred interest.
- 17.4 In general terms, if a Bond is held on revenue account by the Bondholder, any gain in the disposal or redemption of the Bond will be included in the assessable income of the Bondholder in the year of income in which the gain is derived or when the disposal or redemption takes place. Any loss on the disposal or redemption will be allowable as a deduction from the assessable income of the Bondholder in the year of income in which the loss is incurred or when the disposal or redemption takes place.
- 17.5 If a Bond is held on capital account by the Bondholder, any gain on the disposal of the Bond will constitute a capital gain which may be offset against any capital losses made by the Bondholder. If the disposal or redemption results in a capital loss, this loss cannot be deducted from the Bondholder's assessable income. If other capital gains have been realized by the Bondholder, the capital loss can be offset against these gains. A net capital loss can be carried forward and offset against future capital gains. If there is no current year capital gain, the net capital loss will be carried forward to be offset against future capital gains.

### Quotation of Tax File Numbers and/or Australian Business Numbers

- 17.6 If you do not already have a Tax File Number or an Australian Business Number (as the case may be) you may wish to apply for one from the Australian Taxation Office.

| Type of change  | Minimum number of days notice                              | Manner of giving notice  |
|---|--|--|
| Impose a fee or charge (other than a Government charge).<br>A variation of the frequency with which interest is debited or credited           | 30   | In writing.  |
| Any other changes, including a change to any other term or conditions (that is not caught by the about) payable directly or indirectly by you | No later than the day on which the variation takes effect. | In writing, by an advertisement in a major daily newspaper or in any other way permitted by law or agreed to by you. |

- 17.7 When you invest in a Bond, you have the option of supplying us with your Tax File Number or Australian Business Number.
- If you do not, we are required by law to deduct withholding tax from your interest, at the rate of 46.5%, and forward it to the Australian Taxation Office.
- 17.8 Providing your Tax File Number is NOT compulsory, but is advisable.
- 17.9 You may be exempt from the withholding rules above, even if you do not provide a Tax File Number or an Australian Business Number. In this case you should advise us of your type of exemption and provide any supporting documentation we may require.
- Certain groups, clubs and/or organisations who are not required to lodge tax returns, are exempt from giving a Tax File Number or, if applicable, Australian Business Number. We are required to report annually to the Australian Taxation Office details of interest or income earned by customers, any Tax File Number withholding amounts deducted and Tax File Numbers quoted. As you may be eligible for a tax refund, you will need to include details of the withholding tax deductions on your taxation form.
- 17.10 Information concerning Australian Business Numbers may be obtained from the Australian Business Registrar (the Commissioner of Taxation). You will find your Tax File Number on your income tax assessment, or you can inquire at your nearest Taxation Office.
- 17.11 Collection of Tax File Number information by us is authorised and its use and disclosure are strictly regulated by tax laws and the Privacy Act. Under the tax laws the Australian Business Registrar may give access to an entity's Australian Business Number and no privacy provisions apply to the Australian Business Number itself.
- 17.12 More information on Tax File Numbers and Australian Business Numbers is available from the Australian Taxation Office.

#### **GST**

- 17.13 GST will not be payable on your investment, or on interest payments you receive in respect of the Bond.

#### **Australian Tax Position of Non-Resident Investors**

- 17.14 If you are not an Australian resident (for tax purposes) Australian non-resident withholding tax may be withheld from your distributions at the prescribed rates issued from the Australian Taxation Office unless an exemption applies. You may be entitled to claim a tax credit in your home country for this tax.

#### **18. Privacy and confidentiality**

- 18.1 We acknowledge that we have a general duty of confidentiality towards you except where disclosure is compelled by law, or where there is a duty to the public to disclose, or where our interests require disclosure or where disclosure is made with your express or implied consent.

In addition, the following clauses apply if you are an individual or, if you are not an individual, to individuals about whom we collect personal information in relation to your Bond. You agree to show this clause to all individuals who you have authorised to deal with us in relation to your Bond.

- 18.2 We are committed to ensuring your privacy is protected and understand your concerns regarding the confidentiality and security of personal information you provide to us.

#### **Collection, use and disclosure of information**

- 18.3 We collect and use your personal information in order to provide you with financial products and services. To do that, we may disclose your personal information to regulatory bodies or government agencies in order to verify your identity or to authenticate a document you provide to us. We may also disclose your personal information to organisations that carry out functions on Bendigo and Adelaide Bank Group's behalf such as mailing houses and information technology service providers. Confidentiality agreements with these entities ensure this information is only used to carry out functions on the Group's behalf.
- 18.4 This information may also be shared with the Bendigo and Adelaide Bank Group and our joint venture partners so that you can be told about other financial products and services offered or distributed by us. We may also give information to other persons for the purpose of authorising transactions made using your card or any additional card.

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18.5 If applicable, we will also disclose your personal information, and other information relating to your investment, to the investment adviser (if any) whose stamp appears on your Application Form.

### Access and correction

18.6 In most cases, you will be able to gain access to personal information about you held by the Bendigo and Adelaide Bank Group. We will take reasonable steps to amend or correct your personal information to keep it accurate and up-to-date. Our Customer Help Centre will co-ordinate requests relating to access and correction of your personal information. Opting out of product promotions

18.7 You can opt at any time not to receive any marketing material from us about other financial products and services. If you do opt out, we will continue to make contact with you to provide information in relation to your existing accounts only (including information about new features or products related to these accounts).

### Privacy concerns or complaints

18.8 If you have concerns or wish to make a complaint regarding the treatment of your personal information by Bendigo and Adelaide Bank Group please contact our Customer Help Centre for assistance on 1300 361 911.

### Further information

18.9 You can obtain more information about privacy in our Privacy Policy which is available upon request at any of our branches or on our website [www.bendigobank.com.au](http://www.bendigobank.com.au).

## 19. If you have a concern or complaint

19.1 If you know of a problem please let us know immediately because we may be able to fix it for you. We will attend to your concern promptly and courteously.

19.2 If you can spare the time, we would really appreciate hearing from you when you are happy with our service. This provides a more balanced perspective of our customers' impressions of us.

19.3 We encourage you to visit your local branch, to speak with one of our staff or if it is a more serious concern or complaint, talk to the Manager - Financial Markets on 1800 633 511.

19.4 You may also write to Financial Markets, at Reply Paid 1, Bendigo Bank Treasury, PO Box 480, Bendigo, VIC 3552 providing as much information as possible about the situation and enclosing any relevant documentation.

19.5 You may also contact our Customer Help Centre on 1300 361 911 and the team members will arrange immediate follow-up of your concern or complaint. You must tell us all relevant information available to you in relation to the matter.

19.6 Experience tells us that most concerns or complaints can be fixed at this level. If, however, your concern or complaint requires specialist attention, the appropriate staff member will respond to you within 3 days of receipt of the concern or complaint, either providing an immediate answer or advising of action to be taken and an expected reply date. Every effort will be made to provide a response within 7 days but a reply will never be more than 21 days from the receipt of the concern or complaint.

19.7 Should at any stage the staff member you have approached be unable to solve your concern or complaint, or if you are not happy with their response, the matter will immediately be referred to a higher level of management.

### Financial Ombudsman Service

19.8 We do not anticipate a situation where we cannot resolve a concern or complaint to your satisfaction. However, should this happen, personal and small business customers have the option of referring the matter to the Financial Ombudsman Service.

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

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

19.11 The Ombudsman cannot deal with claims for financial loss in excess of \$150,000 (for events occurring before 1 December 2004) or \$250,000 (for events occurring on or after 1 December 2004) or complaints relating to dissatisfaction with customer service provided by bank staff. Complaints in relation to the bank's commercial policy decisions such as the setting of interest rates, fees and charges, also cannot be raised with the Financial Ombudsman Service.

19.12 You may obtain further information about this service by contacting the Ombudsman at:  
 The Financial Ombudsman Service  
 GPO Box 3,  
 Melbourne VIC 3001  
 Telephone: 1300 780 808  
 Facsimile: (03) 9613 6399  
 Website: www.fos.org.au  
 Email: info@fos.org.au

## 20. If you have changed your address or name

- 20.1 If you have changed your address (home, business or email, where relevant) you must provide us with your new address as soon as possible, either by calling into one of our branches, by telephoning the registrar on 1800 550 184 or Bendigo Bank Treasury on 1800 633 511 or by writing to your local branch or our head office.
- 20.2 If you have changed your name, we will need to amend our records as soon as possible. Before amending our records, we will require evidence of your name change, such as a marriage certificate, birth certificate, decree nisi or dissolution of marriage, or certificate of registration of change of name.
- 20.3 You should advise us of the details of all of your accounts and investments with us so that all our records can be changed.

## 21. Code of Banking Practice

21.1 If you are an individual and have obtained an investment wholly or exclusively for your private or domestic use, we are bound by the Code of Banking Practice released on 3 November 1993 until the date we formally adopt the Code of Banking Practice published by the Australian Banker's Association in August 2003 and amended in May 2004. If you are an individual or a small business (as defined by the May 2004 Code of Banking Practice) we are bound by the May 2004 Code of Banking Practice from the date that we formally adopt the May 2004 Code of Banking Practice.

The May 2004 Code of Banking Practice requires us to draw your attention to the availability of general descriptive information concerning our banking services. This includes information about account opening procedures, our obligations regarding the confidentiality of your information, complaint handling procedures, bank cheques, the advisability of you informing us promptly when

you are in financial difficulty and the advisability of you reading the terms and conditions applying to this banking service. That information is contained in this PDS to the extent relevant to the products offered under this PDS and is contained in full in the Personal Accounts and Facilities PDS and the Personal Accounts and Facilities PDS.

## 22. Money laundering

- 22.1 We are committed to the regulatory requirements for anti-money laundering and counter terrorism financing (AML).
- 22.2 To comply with these requirements we may:
- (a) require you to provide to us, or otherwise obtain, any additional documentation or other information;
  - (b) suspend, block or delay transactions on your account, or refuse to provide services to you;
  - (c) report any, or any proposed, transaction or activity to any body authorised to accept such reports relating to AML or any other law.

## 23. Other

- 23.1 We can decide, at our discretion, the order in which payments will be processed.
- 23.2 Notices and other communications for us may be:
- (a) given personally to one of our employees at your local branch or sent by post or facsimile to our registered office; or
  - (b) given by any other means permitted by law.
- 23.3 Subject to the requirements of any law, communications for you may be:
- (a) given to you personally or left at:
    - (i) any address specified by you; or
    - (ii) your residential or business address last known to us or your registered office;
  - (b) sent by prepaid post to any of these places; or
  - (c) sent by facsimile to your residential or business facsimile number last known to us; or
  - (d) given by any other means permitted by law.

## Bendigo Savings Bonds

- 23.4 You must give us any information or documents we require to identify you or any person authorised to deal with your Bond. Subject to the requirements of any law, you authorise us to check the authenticity of any such information or documents that you give to us.
- 23.5 We may choose at any time to waive any of our rights under these terms and conditions. Subject to any applicable law, a waiver by us is not a change to, and does not reduce our rights under, these terms and conditions unless we give you written notice that it is a change to these terms and conditions.
- 23.6 Nothing in this agreement has the effect of excluding, restricting or modifying rights in the Australian Securities and Investments Commission Act or Trade Practices Act, which cannot be excluded, restricted or modified by agreement. If your account is of a kind not ordinarily acquired for personal, domestic or household use, our liability is restricted to re-supplying the services or the cost of re-supplying the services.
- 23.7 Part or all of any provision of these terms and conditions that is illegal or unenforceable will be severed from these terms and conditions, however the remaining provisions of these terms and conditions will continue in force.
- 23.8 We may assign or otherwise deal with our rights under these terms and conditions in any way we consider appropriate. You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under these terms and conditions.
- 23.9 To the extent that a Consumer Credit Code applies to these terms and conditions and:
- (a) that Code would otherwise make a provision of these terms and conditions illegal void or unenforceable; or
  - (b) a provision of these terms and conditions would otherwise contravene a requirement of that Code or impose an obligation or liability which is prohibited by that Code, these terms and conditions are to be read as if that provision were varied to the extent necessary to comply with that Code or, if necessary, omitted.
- Please note: if you did not receive an Application Form or Part 2 of the PDS - Schedule of Bendigo Savings Bonds Interest Rates with this document, please contact your nearest branch or phone Bendigo Bank Financial Markets on 1800 633 511 or email: [financialmarkets@bendigobank.com.au](mailto:financialmarkets@bendigobank.com.au) to arrange for them to be sent to you.
- 23.10 You should inform us promptly if you are in financial difficulty.

Bendigo and Adelaide Bank Limited, The Bendigo Centre, Bendigo VIC 3550 ABN 11 068 049 178. AFSL No. 237879.