

# BANKING ACCOUNTS TERMS AND CONDITIONS

Effective date: 21 November 2011

**THIS DOCUMENT CONTAINS TERMS AND CONDITIONS FOR THE FOLLOWING RURAL BANK LIMITED PRODUCTS:**

- Everyday Account
- Gold Cash Management Account
- Term Deposit Account
- Fixed rate Farm Management Deposit Account
- Variable rate Farm Management Deposit Account
- Seasonal Account
- AgriManager®
- Business Cheque Account
- Business Manager
- Everyday Community Account

**THIS DOCUMENT CONTAINS TERMS AND CONDITIONS FOR THE FOLLOWING RURAL BANK LIMITED PAYMENT PRODUCTS:**

- Cheques
- Automatic payments
- Staff-assisted transfers
- Visa Debit card
- Internet Banking and Phone Banking, including:
  - BPAY®
  - Pay Anyone
  - Bulk Payments

This document also applies if your account terms, including your letter of offer and/or application form, specify that this document applies. In this case you should ensure that you read and understand your account terms and this document as a whole.

Additional terms and conditions apply to products not listed above. Please contact our Customer Service Centre on 1300 660 115 to ensure you have the complete set of terms and conditions for your account.

**THE TERMS AND CONDITIONS FOR THE ABOVE PRODUCTS CONSIST OF THE FOLLOWING BOOKLETS:**

- This document, and
- Schedule of Fees and Charges booklet

Additional terms and conditions apply if a credit facility is attached to your account. Refer to the "Important information you should read before proceeding" section of this booklet for details.

**Issuer of the products:**

Rural Bank Limited  
ABN 74 083 938 416

Australian Financial Services Licence (AFSL) 238042

Registered Office:  
Level 1, 27 Currie Street, Adelaide, SA 5000

"AgriManager" is a registered trademark of Rural Bank Limited  
ABN 74 083 938 416

"BPAY" is a registered trademark of BPAY Pty Ltd  
ABN 69 079 137 518

"Bank@Post" is a trademark (registered or otherwise)  
of the Australian Postal Corporation  
ABN 28 864 970 579

"Community Bank" is a registered trademark of Bendigo  
and Adelaide Bank Limited  
ABN 11 068 049 178

# IMPORTANT INFORMATION YOU SHOULD READ BEFORE PROCEEDING

The Banking Accounts Terms and Conditions ('Terms') contains important information you should consider before making a decision to acquire or continue to hold a Rural Bank Limited account or payment product. Please read it carefully. We recommend that you compare products available in the marketplace and select a product that best suits your individual needs. You should keep these Terms in a safe place, as it may be a useful reference guide in the future. Please contact us if you require further information or if you have any questions.

The Banking Accounts Terms and Conditions consists of the following documents:

## 1. This document

Part A General information	Contains information that is applicable to all of our accounts and payment products.
Part B Your account	Contains specific information regarding each of the Rural Bank accounts.
Part C Accessing your accounts	Contains information about payment products used to access Rural Bank accounts.

## 2. Schedule of Fees and Charges Booklet

Contains important information about fees and charges that are applicable to all of our accounts and payment products.

For other facilities where the terms of those facilities, or of your application for those facilities, specify that this document applies, separate terms and conditions for those facilities also apply and will have been provided to you. However, the terms and conditions in this document apply where you use any of the payment products covered in this document in relation to those facilities.

Please ensure you have a copy of each of these documents. If you do not have each of these documents, or you require additional copies or a current version, please contact our Customer Service Centre on 1300 660 115, or visit your local branch.

## IMPORTANT NOTE FOR BUSINESS CUSTOMERS:

The Seasonal Account, AgriManager<sup>®</sup>, Business Cheque Account and Business Manager accounts detailed in the Terms are transaction accounts for business purposes.

Special provisions apply to business accounts. In particular, some of the terms and conditions in this document have limited, varied or no application to the use of payment products on business accounts. Refer to section 14 for details.

Unless you have agreed separately to the terms and conditions in this document, the first acquisition or use by you, or an authorised signatory, of any of the payment products described in this document constitutes your acceptance of the terms and conditions.

You may apply to have a credit facility attached to your Seasonal Account, AgriManager<sup>®</sup>, Business Cheque Account or Business Manager. If we agree to your application, additional terms and conditions specific to that credit facility will apply and are binding on you. These are generally contained in a Letter of Offer and associated Facility Terms; however, to the extent that is relevant, the terms and conditions in the Terms also apply to the credit facility. Without limitation, this includes the terms and conditions in the Schedule of Fees and Charges booklet. Consequently, you should read the Terms and the additional credit facility terms and conditions, all of which contain important information about your rights and obligations, prior to making any decision to acquire a credit facility.

## STATEMENTS MADE IN THE BANKING ACCOUNTS TERMS AND CONDITIONS DO NOT CONSTITUTE INVESTMENT ADVICE. WE RECOMMEND YOU SEEK INDEPENDENT FINANCIAL ADVICE.

To the extent that general advice about financial products is provided in the Terms, you should note that:

- the advice has been prepared without taking into account your objectives, financial situation or needs;
- because of this you should, before acting on the advice, consider the appropriateness of the advice, having regard to your objectives, financial situation and needs; and
- you should read each document comprising the Terms and consider the risk factors and other information contained in the Terms before deciding whether to acquire one of our accounts or payment products.

## EMERGENCY CONTACT NUMBERS

Lost, stolen or unauthorised use of cards and PINs	1800 035 383 – 24 hours a day, 7 days a week
Lost, stolen or unauthorised use of Internet Banking and Phone Banking passwords	1300 651 839 – during normal business hours 1800 035 383 – after hours

Definitions and Interpretations.....	4	<b>21 Closing an account.....</b>	<b>19</b>
Product comparison table – Features.....	7	21.1 Closing your savings, transactional or business account.....	20
Product comparison table – Access methods.....	9	21.2 Closing your Term Deposit prior to maturity.....	20
<b>PART A – GENERAL INFORMATION.....</b>	<b>11</b>	21.3 Closing or withdrawing from a fixed rate FMD Account prior to maturity.....	20
<b>1 Contacting us.....</b>	<b>11</b>	<b>22 Interest rates that may apply.....</b>	<b>20</b>
<b>2 About us.....</b>	<b>11</b>	22.1 An example of how interest may be calculated on an account.....	21
<b>3 Your privacy and confidentiality.....</b>	<b>11</b>	22.2 Tiered interest rates.....	21
<b>4 About the terms and conditions.....</b>	<b>11</b>	<b>23 Account statements.....</b>	<b>22</b>
<b>5 Significant risks of our accounts.....</b>	<b>11</b>	<b>24 Overdrawing your account.....</b>	<b>22</b>
5.1 Interest rate risks.....	11	24.1 Applying for a credit facility.....	22
5.2 General risks specific to FMD Accounts.....	11	<b>25 Specific terms and conditions for Term Deposit Accounts.....</b>	<b>22</b>
<b>6 Significant benefits and risks of payment products.....</b>	<b>12</b>	25.1 Maturing Term Deposit Accounts.....	22
6.1 Benefits.....	12	<b>26 Specific terms and conditions for FMD Accounts.....</b>	<b>23</b>
6.2 Risks.....	12	26.1 What is a Farm Management Deposit?.....	23
<b>7 Fees and charges.....</b>	<b>12</b>	26.2 Special terms and conditions.....	23
<b>8 Communicating with you.....</b>	<b>12</b>	26.3 Eligibility for tax benefit.....	24
<b>9 Communicating with us.....</b>	<b>12</b>	26.4 Maturing fixed rate FMD Accounts.....	24
9.1 Authority to submit instructions via telephone, facsimile or email.....	12	26.5 Withdrawal within twelve months of deposit.....	25
<b>10 Changes to terms and conditions and ongoing disclosure.....</b>	<b>13</b>	26.6 Withdrawal upon death.....	25
<b>11 Other important terms and conditions.....</b>	<b>15</b>	<b>27 Specific terms and conditions for the Everyday Community Account.....</b>	<b>25</b>
<b>12 Anti-money laundering.....</b>	<b>16</b>	<b>PART C – ACCESSING YOUR ACCOUNTS.....</b>	<b>26</b>
<b>13 If you have a complaint.....</b>	<b>16</b>	<b>28 Accessing and operating an account.....</b>	<b>26</b>
13.1 EFT transactions.....	16	28.1 Over the counter services.....	26
13.2 Further information about resolving complaints.....	17	28.2 Depositing cheques into your account.....	26
<b>14 Variations to terms and conditions – Business Accounts.....</b>	<b>17</b>	28.3 Inactive accounts.....	26
<b>PART B – YOUR ACCOUNT.....</b>	<b>17</b>	28.4 Our right to cancel a payment product.....	26
<b>15 Opening an account.....</b>	<b>17</b>	28.5 Transaction limits.....	27
15.1 Account applications.....	17	28.6 Receipts and vouchers.....	27
15.2 Identification.....	17	28.7 Authorised signatories.....	27
15.3 Term deposit applications.....	17	<b>29 Cheques.....</b>	<b>27</b>
15.4 FMD applications.....	17	29.1 Cheque books.....	27
15.5 Joint accounts.....	18	29.2 Issuing and writing cheques.....	28
15.6 Accounts for minors.....	18	29.3 To reduce the risk of cheque fraud.....	28
15.7 Accounts in the name of a Trust.....	18	29.4 Authorised signatories.....	28
<b>16 Authorising someone to act on your account.....</b>	<b>18</b>	29.5 Different ways of writing cheques.....	28
<b>17 Providing account information to a third party.....</b>	<b>19</b>	29.6 Stopping a cheque payment.....	28
<b>18 Changing details on your account.....</b>	<b>19</b>	29.7 Cancelling your cheque book facility.....	29
<b>19 Taxation implications and providing a Tax File Number.....</b>	<b>19</b>	29.8 Bank and corporate cheques.....	29
<b>20 Providing us with a Tax File Number (TFN) or Australian Business Number (ABN).....</b>	<b>19</b>	29.9 Cheque dishonours.....	29
		29.10 Lost or stolen cheques and cheque books.....	29
		29.11 Liability and indemnity – cheques.....	29

<b>30</b>	<b>Automatic payments</b> .....	<b>29</b>	<b>35</b>	<b>BPAY<sup>®</sup></b> .....	<b>39</b>
30.1	Types of automatic payments.....	30	35.1	About the BPAY <sup>®</sup> scheme .....	39
30.2	Direct debits.....	30	35.2	How to access BPAY <sup>®</sup> .....	39
30.3	Periodical payments .....	30	35.3	Using the BPAY <sup>®</sup> scheme.....	39
30.4	Liability – automatic payments .....	30	35.4	Payments .....	39
<b>31</b>	<b>Staff-assisted transfers</b> .....	<b>31</b>	35.5	If the amount of a payment to a biller is incorrect .....	40
31.1	Internal account – staff-assisted transfer.....	31	35.6	When a biller cannot process a payment.....	40
31.2	External account – staff-assisted transfer.....	31	35.7	Suspension of BPAY <sup>®</sup> .....	40
31.3	Real time electronic funds transfers .....	31	35.8	Cut-off times.....	40
31.4	Additional requirements for non-verified accounts.....	32	35.9	Liability for mistaken payments, unauthorised transactions and fraud .....	40
31.5	Liability – staff-assisted transfers .....	32	<b>36</b>	<b>Pay Anyone</b> .....	<b>41</b>
<b>32</b>	<b>Visa Debit card</b> .....	<b>32</b>	36.1	Registering and deregistering for the Pay Anyone service .....	41
32.1	Your card .....	32	36.2	Transaction limits.....	41
32.2	Using your card .....	32	36.3	Using the Pay Anyone service.....	42
32.3	Restrictions and transaction limits .....	33	36.4	Payments .....	42
32.4	Other.....	33	36.5	If a transfer amount is incorrect .....	42
32.5	Your liability – Non PIN generated transactions .....	33	36.6	Suspension of the Pay Anyone service.....	42
32.6	Card transactions.....	33	36.7	Cut-off times.....	42
32.7	Additional cards.....	34	36.8	Liability for mistaken payments, unauthorised transactions and fraud .....	42
32.8	Foreign currency transactions.....	34	<b>37</b>	<b>Bulk Payments</b> .....	<b>43</b>
32.9	Cancelling a card .....	34	37.1	Registering for Bulk Payments .....	43
<b>33</b>	<b>Internet Banking and Phone Banking</b> .....	<b>34</b>	37.2	Using Bulk Payments .....	43
33.1	Applying for Internet Banking and Phone Banking .....	34	37.3	Rejections .....	44
33.2	Access ID and PINs .....	35	37.4	Bulk Electronic Clearing System (BECS).....	44
33.3	Services available using Internet Banking and Phone Banking .....	35	37.5	If a transfer amount is incorrect .....	44
33.4	Equipment.....	36	37.6	Suspension of Bulk Payments.....	44
33.5	Authorised users.....	36	37.7	Liability for mistaken payments, unauthorised transactions and fraud .....	44
33.6	Access.....	36	<b>38</b>	<b>EFT transactions – Liability</b> .....	<b>44</b>
33.7	Exiting Internet Banking.....	36	38.1	Liability for authorised transactions – PIN generated transactions .....	44
33.8	Electronic communication and confirmation of transactions.....	36	38.2	Liability for unauthorised transactions .....	45
33.9	Our responsibility for Internet Banking and Phone Banking .....	37	<b>39</b>	<b>Use and security of your Visa Debit card, access ID, password, PIN and security token</b> .....	<b>46</b>
33.10	Cancelling your Internet Banking and Phone Banking access .....	37	39.1	Protecting your card, access ID, password, PIN and security token.....	46
<b>34</b>	<b>Security tokens</b> .....	<b>37</b>	39.2	Loss, theft and unauthorised use of your card, access ID, password, PIN or security token.....	46
34.1	Security token activation options .....	37	39.3	From within Australia.....	46
34.2	Activating a security token .....	38	39.4	From overseas.....	46
34.3	Security token usage .....	38			
34.4	Security token battery life .....	38			
34.5	Security token refunds .....	38			
34.6	Reassigning a security token .....	38			
34.7	Cancelling a security token .....	39			

## Definitions and Interpretations

In the Terms, unless the context otherwise requires:

**'access ID'** means the number(s) Rural Bank issues to you and your authorised user(s) to enable access to the Rural Bank Internet Banking or Rural Bank Phone Banking services;

**'access method'** means any method we make available to you, your authorised user(s), or your additional cardholder(s), to give us authority to act on instructions when using electronic equipment. An access method comprises one or more components (including, but not limited to, a card, a PIN, an access ID, or any combination of these) that does not include a method requiring the user's manual signature where the comparison of the manual signature with the written specimen signature is the principal means of authenticating you, your authorised users', or additional cardholders' authority to give us an instruction;

**'account'** means an account we establish in your name for the purpose of recording transactions in connection with a savings, transactional, FMD, term deposit or business account we provide to you;

**'additional cardholder'** means a person whom you have authorised to access and operate your account with a card;

**'AFSL'** means Australian Financial Services Licence;

**'AgriManager<sup>®</sup>'** means the deposit taking facility we may provide to you, as contemplated in the Terms, but does not include any credit facility that we may agree to provide in conjunction with the AgriManager<sup>®</sup> Account;

**'ABA format'** means electronic direct entry data that complies with such file format for electronic transactions as is required to enable those transactions to be processed through BECS;

**'APCA'** means Australian Payment Clearing Association, the governing body for most electronic transactions between financial institutions in Australia;

**'ATM'** means an automatic teller machine;

**'authentication key'** means a random six digit number generated by a security token for a second level of authentication for your log on or payment. This should be entered on request when you have a security token attached and activated for your access ID;

**'authorised signatory'** means you or a person who is authorised to operate your account and includes, without limitation, an additional cardholder and an authorised user;

**'authorised user'** means any third party who is authorised by you to use Rural Bank Internet Banking and/or Phone Banking services to access and operate your nominated account(s) and who is/are registered with Rural Bank as an authorised user notwithstanding your responsibility for use of the Rural Bank Internet Banking and Phone Banking services;

**'BECS'** means the Bulk Electronic Clearing System that is governed by APCA and is the system used for the exchange of most electronic transactions between financial institutions in Australia;

**'Bendigo Bank'** means Bendigo and Adelaide Bank Limited ABN 11 068 049 178 who act as an agent on behalf of Rural Bank, and offer limited banking services to Rural Bank customers;

**'BPAY<sup>®</sup> conditions'** means the terms and conditions that apply to the BPAY<sup>®</sup> scheme as set out in section 35 of this document;

**'BPAY<sup>®</sup> payments'** means payments that you or your authorised user(s) have instructed us to pay to billers who can accept payments made to them through that scheme;

**'BPAY<sup>®</sup> scheme'** means the electronic payments scheme operated by BPAY<sup>®</sup> Pty Ltd through which you instruct us to make payments to billers who can accept payments made to them through this scheme;

**'branch'** means any branch of Rural Bank Limited, and includes Elders Rural Services and Bendigo and Adelaide Bank Limited branches who act as agents of Rural Bank;

**'BSB'** means Bank State Branch identifier. It is used to identify an individual financial institution for the purpose of direct credits, direct debits and cheque clearing;

**'Bulk Payment transaction'** means a transaction made using the Bulk Payments service (refer to section 37 for details);

**'business account'** means an account designed primarily for use by a business and established primarily for business purposes and includes, without limitation, Seasonal Accounts, Business Cheque accounts, Term Loan accounts, Harvest Loan accounts, Business Manager accounts and AgriManager<sup>®</sup> accounts;

**'Business Cheque Account'** means the deposit taking facility we may provide to you, as contemplated in the Terms, but does not include any credit facility that we may agree to provide in conjunction with a Business Cheque Account;

**'business customer'** means an individual or business who opens an account predominantly for business purposes, and not for personal use;

**'business day'** means for the purpose of processing payment product transactions any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia, and for all other products, including credit and loan products, means a day on which banks in general are open for business in the city of the Bank's address as shown in the letter of offer;

**'Business Manager'** means the deposit taking facility we may provide to you, as contemplated in the Terms, but does not include any credit facility that we may agree to provide in conjunction with the Business Manager account;

**'card'** means a Rural Bank Visa Debit card issued by us to you, or to an additional cardholder, that can be used to undertake an EFT transaction, and 'Visa Debit card' has the same meaning;

**'code'** means information:

- (a) the content of which is known to you, an authorised user, or an additional cardholder, and is intended to be known only to such person or only to such persons and to us;
- (b) which we require you, the authorised user or the additional cardholder (as the case may be) to keep secret; and
- (c) which you, the authorised user or the additional cardholder (as the case may be) must provide, in any manner, to or through electronic equipment, to access an EFT account (being an account which we permit you, an authorised user or an additional cardholder, to initiate a funds transfer from or to, using a PIN or access ID through electronic equipment);

**‘Everyday Community Account’** means the deposit taking facility we may provide to you, as contemplated in the Terms;

**‘corporate cheque’** means a cheque drawn against an account we hold with another financial institution;

**‘credit facility’** means a credit (or loan) facility attached to a Seasonal Account, Business Cheque Account, Business Manager account or AgriManager<sup>®</sup> account by which you are authorised to access available credit up to an authorised limit;

**‘data files’** means electronic direct entry file data complying with the ABA format;

**‘draw down’** means a use of a credit facility by, or at the request or direction of, a borrower, including the making of an advance and the issue of an external obligation;

**‘EFTPOS’** means Electronic Funds Transfer at the Point of Sale;

**‘EFT conditions’** means the terms and conditions that apply to EFT transactions as set out in section 13.1 and section 38;

**‘EFT transaction’** means a transfer of funds initiated by an instruction via electronic equipment using an access ID or PIN to debit or credit an account, other than a Bulk Payment transaction. An EFT transaction includes, without limitation, a transaction undertaken using a card and a PIN via EFTPOS or an ATM, or a transaction, other than a Bulk Payment transaction, undertaken using Rural Bank Internet Banking or Phone Banking services;

**‘Elders Rural Services’** means Elders Rural Services Australia Limited ABN 72 004 045 121, who act as an agent on behalf of Rural Bank, and offer limited banking services to Rural Bank customers;

**‘electronic equipment’** includes an electronic terminal, computer, television and telephone;

**‘external account – staff-assisted transfer’** means an electronic funds transfer to an account held with another financial institution within Australia that is completed by a staff member in accordance with your instructions;

**‘fixed rate FMD’** means our fixed rate Farm Management Deposit Account;

**‘FMD’** means Farm Management Deposit;

**‘FMD Account’** means a fixed rate FMD or a variable rate FMD;

**‘internal account – staff-assisted transfer’** means an electronic funds transfer to another Rural Bank account, held by you or someone else, that is completed by a staff member in accordance with your instructions;

**‘ISP’** means Internet Service Provider;

**‘maturity date’** means the date on which the term of a Term Deposit or fixed rate FMD expires;

**‘minor’** means a person who is less than eighteen years of age, a person who has not yet reached the age of majority;

**‘nominated account(s)’** means any account(s) nominated by you and agreed to by us for use with Rural Bank Internet Banking and Phone Banking services;

**‘password’** means the word or sequence of numbers and/or letters nominated by you for identification purposes;

**‘Pay Anyone conditions’** means the terms and conditions that apply to the Pay Anyone service as set out in section 36;

**‘payment product’** means each of the following facilities or services offered by us:

- cheques (incorporating cheque books, corporate and bank cheques);
- automatic payments (direct debits and periodical payments);
- Visa Debit card;
- Rural Bank Internet Banking;
- Rural Bank Phone Banking;
- BPAY<sup>®</sup>;
- Pay Anyone;
- Bulk Payments; and
- staff-assisted transfers;

**‘personal account’** means an account that is opened predominantly for personal use, and is not opened for business purposes;

**‘personal customer’** means an individual who opens an account predominantly for private or personal purposes, and not for business purposes;

**‘PIN’** means Personal Identification Number that is issued by us, or selected by you, an authorised user, or an additional cardholder, to use in conjunction with a card, or to access Rural Bank Internet Banking or Rural Bank Phone Banking, or to use in conjunction with a security token to use Pay Anyone or Bulk Payments;

**‘primary producer’** means:

- (a) an individual who carries on a primary production business in Australia other than as a trustee of a trust estate;
- (b) a partner (not being a company) in a partnership that carries on a primary production business in Australia; or
- (c) a beneficiary (not being a company) who is presently entitled to a share of income of a trust estate where the trustee carries on a primary production business in Australia;

## Definitions and Interpretations cont.

**'primary production business'** means where you carry on a business of:

- (a) cultivating or propagating plants, fungi or their products or parties (including seeds, spores, bulbs and similar things), in any physical environment;
- (b) maintaining animals for the purpose of selling them or their bodily produce (including natural increase);
- (c) manufacturing dairy produce from raw material that you produced;
- (d) conducting operations relating directly to taking or catching fish, turtles, dugong, bêche-de-mer, crustaceans or aquatic molluscs;
- (e) conducting operations relating directly to taking or culturing pearls or pearl shell;
- (f) planting or tending trees in a plantation or forest that are intended to be felled;
- (g) felling trees in a plantation or forest;
- (h) transporting trees, or parts of trees, that you felled in a plantation or forest to the place:
  - (i) where they are first to be milled or processed; or
  - (ii) from which they are to be transported to the place where they are first to be milled or processed;

**'Rural Bank'** and 'RB' means Rural Bank Limited ABN 74 083 938 416 AFSL 238042, and both Elders Rural Services and Bendigo and Adelaide Bank Limited may act as agents on our behalf, and 'Bank' has the same meaning;

**'Rural Bank equipment'** means electronic equipment controlled, provided by, or provided on behalf of Rural Bank to facilitate EFT transactions;

**'Rural Bank system'** means an electronic system, communications system or software that is controlled, provided by, or provided on behalf of Rural Bank to facilitate EFT transactions;

**'Rural Bank Internet Banking service'** means the service we offer from time to time by which you or your authorised user(s) can access and transact on your nominated account(s) by using a personal computer or similar electronic device and accessing our website at [www.ruralbank.com.au](http://www.ruralbank.com.au) and 'Internet Banking' has the same meaning;

**'Rural Bank Phone Banking service'** means the service we offer from time to time by which you or your authorised user(s) can access and transact on your nominated account(s) by phoning 1300 651 839 and 'Phone Banking' has the same meaning;

**'Seasonal Account'** or **'Seasonal'** means the deposit taking facility we may provide to you, as contemplated in the Terms, but does not include any credit facility that we may agree to provide in conjunction with a Seasonal Account;

**'second-level authentication'** means an additional level of authentication that can be used in conjunction with your access ID and PIN. There are three commonly used forms of authentication. 'What you know' – This is commonly your access ID and PIN for Internet Banking (first-level). The second form of authentication is 'What you have' – Security tokens have been introduced to secure this area. A security token generates a one-time code after activation. Each time you authenticate (logon) you have to provide a new number from your security token. This ensures that "What you have" provides that extra security. A potential third level of authentication is 'what you are' (biometrics) – fingerprints, retina scans, etc;

**'secure email'** means a method of communication between you and us whereby an email is sent to or from your Internet Banking session. Secure emails can only be sent or received once logged into Rural Bank's Internet Banking;

**'security token'** means a device which generates a one-time code for use as a second level of authentication in Internet Banking. There are two models currently available – the Vasco Professional Security Token and the Vasco One-Touch Security Token. These authentication devices can be attached to your logon or to payment facilities;

**'Term Deposit Account'** means our Term Deposit – Verified and Term Deposit – Non verified accounts and 'Term Deposit' has the same meaning;

**'variable rate FMD'** means our variable rate Farm Management Deposit Account;

**'Vasco One-Touch Security Token'** means a security token that is a convenient key-ring size. With the touch of one button it generates a one-time code for use in Internet Banking during the logon sequence or payments authentication;

**'Vasco Professional Security Token'** means a security token that you hold in your hand. It has a small keypad like calculator and requires the entry of a PIN for generation of a one-time code for use in Internet Banking during the logon sequence or payment authentication. The keypad has a cover to protect it from accidental pressing of the keys;

**'we'** means Rural Bank ('RB') Limited ABN 74 083 938 416 AFSL 238042 and its successors and assigns and 'our' and 'us' have a corresponding meaning;

**'you'** means the person or persons in whose name the account is to be opened, as evidenced by the account application form, and 'your' has a corresponding meaning; and a reference to:

- (a) the singular includes the plural and vice versa;
- (b) a document includes any replacement or variation of it;
- (c) a thing includes the whole and each part of it; and
- (d) a law means common law, equity or statutory laws (which, in the case of statutory laws, include any instruments made under them and amendments to and replacements of them).

## Product Comparison Tables – Features

The following table provides a summary of RB's products and features. You should refer to the Banking Account Terms and Conditions for more details regarding specific accounts and other conditions that apply.

	SAVINGS AND TRANSACTIONAL ACCOUNTS		Term Deposits	FARM MANAGEMENT DEPOSIT ACCOUNTS <sup>(4)</sup>	
	Everyday Account	Gold Cash Management Account		Variable Rate FMD	Fixed Rate FMD
Available to	Personal customers	Personal and Business customers	Personal and Business customers	Primary Producers only	Primary Producers only

### INTEREST

Calculated daily	✓	✓	✓	✓	✓
Paid	Monthly	Monthly	Monthly, quarterly, annually or at maturity <sup>(3)</sup>	Annually on 1 July	Monthly, quarterly, annually or at maturity <sup>(3)</sup>
Fixed or variable	Variable	Variable	Fixed	Variable	Fixed
Tiered	✓	✓	✓	✓	✓
Payment method(s)	Credited to your account	Credited to your account or transfer to another account	Reinvest to your account or transfer to another account	Must be credited to another account in your name <sup>(5)</sup>	Must be credited to another account in your name <sup>(5)</sup>

### ACCOUNT FEATURES

Term	At call	At call	From 1 month to 5 years	At call	3, 6, 12 or 24 months
Minimum opening balance <sup>(1)</sup>	\$1	\$5,000	\$500	\$1,000	\$5,000
Minimum operating balance <sup>(1)</sup>	\$1	\$1	\$500	\$1,000	\$5,000
Maximum operating balance	N/A	N/A	N/A	\$400,000 <sup>(6)</sup>	\$400,000 <sup>(6)</sup>
Statement frequency	6-monthly	6-monthly	Quarterly and/or at maturity	6-monthly	6-monthly and/or at maturity
Fees and charges apply <sup>(2)</sup>	✓	✓	✓	✗ <sup>(7)</sup>	✗ <sup>(7)</sup>
For specific terms and conditions on this account please refer to section(s)	N/A	N/A	15.3 21.2 25	15.4 26	15.4 21.3 26

✓ = Available ✗ = Not available

#### Notes:

- (1) Interest may not be paid on all balances down to the minimum opening and operating balances. You may need to maintain a higher balance to take advantage of a higher interest rate such as a Term Deposit special. Refer to your current interest rate card for details.
- (2) Please refer to the current Schedule of Fees and Charges booklet for details.
- (3) Interest is paid at different frequencies depending on the type of Term Deposit you select. Please refer to our current interest rate card for details.
- (4) Eligibility criteria applies and account must be in the name of an individual.
- (5) Interest cannot be credited directly to your FMD Account.
- (6) The combined value of your FMD Accounts must not exceed \$400,000. All FMD Accounts must be held with one financial institution.
- (7) General fees and charges may apply. These will not be charged to your FMD Account but will be payable by you.

## Product Comparison Tables – Features cont.

The following table provides a summary of RB's products and features. You should refer to the Banking Account Terms and Conditions for more details regarding specific accounts and other conditions that apply.

	RURAL BUSINESS ACCOUNTS <sup>(3)</sup>		BUSINESS ACCOUNTS <sup>(3)</sup>		
	Seasonal Account	AgriManager <sup>®</sup>	Business Cheque Account	Business Manager	Everyday Community Account
Available to	Business customers	Business customers	Business customers	Business customers	Not-for-profit organisations

### INTEREST

Calculated daily	✓	✓	✓	✓	✓
Paid	Monthly	Monthly, quarterly or annually	Monthly	Monthly, quarterly or annually	Monthly
Fixed or variable	Variable	Variable	Variable	Variable	Variable
Tiered	✓	✓	✓	✓	✓
Payment method(s)	Compound to your account	Compound to your account	Compound to your account	Compound to your account	Compound to your account

### ACCOUNT FEATURES

Term	At call	At call	At call	At call	At call
Minimum opening balance <sup>(1)</sup>	\$1	\$1	\$1	\$1	\$1
Minimum operating balance <sup>(1)</sup>	\$1	\$1	\$1	\$1	\$1
Maximum operating balance	N/A	N/A	N/A	N/A	N/A
Statement frequency	Monthly	Monthly	Monthly	Monthly	6-monthly
Fees and charges apply <sup>(2)</sup>	✓	✓	✓	✓	✓
For specific terms and conditions on this account please refer to section(s)	N/A	N/A	N/A	N/A	27

✓ = Available ✗ = Not available

#### Notes:

- (1) Interest may not be paid on all balances down to the minimum opening and operating balances. You may need to maintain a higher balance to take advantage of a higher interest rate such as a Term Deposit special. Refer to your current interest rate card for details.
- (2) Please refer to the current Schedule of Fees and Charges booklet for details.
- (3) Account must be used wholly or predominantly for business purposes. Additional eligibility criteria apply for credit facility applications. All applications are subject to Rural Bank's normal lending criteria.

## Product Comparison Tables – Access Methods

The following table provides a summary of how you can access your RB account. You should refer to the Banking Account Terms and Conditions for more detail regarding specific accounts and other conditions that apply.

	SAVINGS AND TRANSACTIONAL ACCOUNTS			FARM MANAGEMENT DEPOSIT ACCOUNTS	
	Everyday Account	Gold Cash Management Account	Term Deposits <sup>(7)</sup>	Variable Rate FMD	Fixed Rate FMD
<b>VISA DEBIT CARD</b>					
Withdraw cash <sup>(1)</sup> and make balance enquiries at any ATM in Australia or Overseas displaying the Visa symbol <sup>(2)</sup>	✓	✓	✗	✗	✗
Pay for purchases (and withdraw cash) using EFTPOS <sup>(2)</sup>	✓	✓	✗	✗	✗
Deposit and withdraw cash using Bank@Post <sup>TM(3)</sup>	✓	✓	✗	✗	✗
Pay for purchases using Visa in person or over the phone or internet	✓	✓	✗	✗	✗
<b>CHEQUES</b>					
Personalised cheque book	✓	✓	✗	✗	✗
Corporate and Bank Cheques	✓	✓	✓	✓	✓
<b>ELECTRONIC ACCESS</b>					
Internet Banking including Pay Anyone <sup>(4)</sup>	✓	✓	View only access	✓ <sup>(5)</sup>	View only access
Phone Banking	✓	✓	View only access	✓ <sup>(5)</sup>	View only access
Transfer funds automatically using direct debits and/or direct credits	✓	✓	✗	Direct credits only <sup>(5)</sup>	✗
Pay bills using BPAY <sup>®</sup>	✓	✓	✗	✓ <sup>(5)</sup>	✗
Make periodical payments	✓	✓	✗	✓ <sup>(5)</sup>	✗
Make bulk payments <sup>(6)</sup>	✗	✗	✗	✗	✗
<b>OVER THE COUNTER</b>					
Transfer funds electronically to another RB account, to another financial institution or overseas	✓	✓	✓	✓	✓
Deposit cash and/or cheques to your account	✓	✓	✓	✓	✓

✓ = Available ✗ = Not available

**Notes:**

- (1) You may be charged a fee by another financial institution if you use their ATM. Transactions performed at Bendigo Bank and Adelaide Bank ATMs are free.
- (2) There is a \$1,000 cash limit per day per card for cash withdrawals made using a Visa Debit card and PIN.
- (3) Bank@Post<sup>®</sup> is available at Australia Post's discretion and may not be offered for business and high volume transactions.
- (4) Pay Anyone users require a security token to access this service.
- (5) Minimum transaction is \$1,000.
- (6) Bulk Payments is an online payment service available to eligible business customers. Refer to the Banking Accounts Terms and Conditions for further details.
- (7) Transactions are usually only permitted at maturity.

## Product Comparison Tables – Access Methods cont.

The following table provides a summary of how you can access your RB account. You should refer to the Banking Account Terms and Conditions for more detail regarding specific accounts and other conditions that apply.

RURAL BUSINESS ACCOUNTS		BUSINESS ACCOUNTS		
Seasonal Account	AgriManager®	Business Cheque Account	Business Manager	Everyday Community Account

### VISA DEBIT CARD

Withdraw cash <sup>(1)</sup> and make balance enquiries at any ATM in Australia or Overseas displaying the Visa symbol <sup>(2)</sup>	✓	✓	✓	✓	✓
Pay for purchases (and withdraw cash) using EFTPOS <sup>(2)</sup>	✓	✓	✓	✓	✓
Deposit and withdraw cash using Bank@Post <sup>TM(3)</sup>	✓	✓	✓	✓	✓
Pay for purchases using Visa in person or over the phone or internet	✓	✓	✓	✓	✓

### CHEQUES

Personalised cheque book	✓	✓	✓	✓	✓
Corporate and Bank Cheques	✓	✓	✓	✓	✓

### ELECTRONIC ACCESS

Internet Banking including Pay Anyone <sup>(4)</sup>	✓	✓	✓	✓	✓
Phone Banking	✓	✓	✓	✓	✓
Transfer funds automatically using direct debits and/or direct credits	✓	✓	✓	✓	✓
Pay bills using BPAY®	✓	✓	✓	✓	✓
Make periodical payments	✓	✓	✓	✓	✓
Make bulk payments <sup>(5)</sup>	✓	✓	✓	✓	✗

### OVER THE COUNTER

Transfer funds electronically to another RB account, to another financial institution or overseas	✓	✓	✓	✓	✓
Deposit cash and/or cheques to your account	✓	✓	✓	✓	✓

✓ = Available ✗ = Not available

#### Notes:

- You may be charged a fee by another financial institution if you use their ATM. Transactions performed at Bendigo Bank and Adelaide Bank ATMs are free.
- There is a \$1,000 cash limit per day per card for cash withdrawals made using a Visa Debit card and PIN.
- Bank@Post® is available at Australia Post's discretion and may not be offered for business and high volume transactions.
- Pay Anyone users require a security token to access this service.
- Bulk Payments is an online payment service available to eligible business customers. Refer to the Banking Accounts Terms and Conditions for further details.

## Part A – General Information

### 1 CONTACTING US

If you require further information or have questions at any time, please contact us. Our contact details are:

<b>Name</b>	Rural Bank Limited
<b>ABN</b>	74 083 938 416
<b>AFSL</b>	238042
<b>Address</b>	Level 1, 27 Currie Street Adelaide SA 5000
<b>Mailing address</b>	GPO Box 551 Adelaide SA 5001
<b>BSB</b>	633-111
<b>Facsimile</b>	08 8121 0106
<b>Email</b>	service@ruralbank.com.au
<b>Website</b>	www.ruralbank.com.au
<b>Customer Service Centre</b>	1300 660 115 8.00am – 6.30pm Central Standard Time (CST) Monday – Friday (excluding national public holidays)

### EMERGENCY CONTACT NUMBERS

---

Lost, stolen or unauthorised use of cards and PINs	1800 035 383 – 24 hours a day, 7 days a week
--	--

---

Lost, stolen or unauthorised use of Internet Banking and Phone Banking passwords	1300 651 839 – during normal business hours 1800 035 383 – after hours
--	---

---

### 2 ABOUT US

Rural Bank Limited is a wholly owned subsidiary of Bendigo and Adelaide Bank Limited. We offer banking services to rural and regional Australia via a number of tailored deposit and lending products. These products are issued by us. Any deposits are deposits with us and any loans are loans made by us.

Our products are available by contacting us, and are also distributed via third parties such as Elders Rural Services and its related companies, Bendigo and Adelaide Bank Limited and Community Bank® branches (Bendigo Bank franchises), our agents and authorised representatives.

### 3 YOUR PRIVACY AND CONFIDENTIALITY

Our Privacy Statement explains our commitment to the protection of your personal information. You can obtain a copy of this statement by contacting our Customer Service Centre on 1300 660 115 or by accessing our website at [www.ruralbank.com.au](http://www.ruralbank.com.au).

### 4 ABOUT THE TERMS AND CONDITIONS

The terms and conditions for our accounts and the methods of accessing those accounts are contained in this document and the Schedule of Fees and Charges (collectively known as the Terms). We encourage you to read the Terms and ensure you understand them.

Should a credit facility be provided to you, additional terms and conditions apply to that facility. These terms and conditions are available upon request and upon application for a credit facility. Approval of credit facility applications is subject to our lending criteria.

The terms and conditions in this document apply whenever you have positive (deposit) funds in your account. Some terms and conditions, in particular those in Part C – Accessing Your Accounts and the Schedule of Fees and Charges booklet, may also apply if you have made use of a credit facility. If you draw down on a credit facility, the terms and conditions of the credit facility also apply. If you then repay the credit facility and have positive funds in your account, the terms and conditions in this document apply (no matter how often this occurs).

### 5 SIGNIFICANT RISKS OF OUR ACCOUNTS

A number of risks apply to our accounts. It is important that you consider these risks before making a decision to acquire an account.

#### 5.1 Interest rate risks

An interest rate risk applies generally across all of our accounts. It is important that you consider this risk before making a decision to apply for any of these accounts as it may affect your decision.

##### 5.1.1 Variable interest rates

Variable interest rates apply to a number of our accounts (refer to the “Product comparison table – Features” for specific accounts). We can vary these interest rates at any time. This means that the rate of interest paid on an account may fall (or increase). We base our decision to vary interest rates on a number of factors, some of which are beyond our control (e.g. changes by the Reserve Bank of Australia to the official cash rate, or changes to market rates generally). Those rates themselves may be affected by external factors.

##### 5.1.2 Fixed interest rates

Fixed interest rates apply to Term Deposit and fixed rate Farm Management Deposit (FMD) accounts. This means that the interest rate for the term is fixed at the start of the term. Should market interest rates change during the term of your Term Deposit or fixed rate FMD, the interest rate on your Term Deposit or fixed rate FMD will not change (i.e. increase or decrease).

#### 5.2 General risks specific to FMD Accounts

##### 5.2.1 Change in Taxation Law risk

There is a risk that should the relevant taxation laws change, you may not remain eligible for the current, potential taxation benefits applicable to our FMD Accounts.

##### 5.2.2 Taxation risk

There is a risk that should you require access to funds in your FMD Account within twelve months of your deposit, you may need to request amendments to prior income tax assessments (refer to section 26.5 for details).

### 6 SIGNIFICANT BENEFITS AND RISKS OF PAYMENT PRODUCTS

#### 6.1 Benefits

The following benefits apply to payment products:

- Payments can be made outside of business hours.
- The use of payment products may (but will not always) reduce the risks associated with the theft or loss of cash.
- Depending on the way in which they are used, payment products may provide a more efficient way for you to make payments when compared to cash.
- Second level authentication is available for Rural Bank Internet Banking customers to assist in protecting personal information by providing an additional code for use during logon and for authorising payments. Refer to section 34 – Security Tokens for more details.

#### 6.2 Risks

Risks associated with payment products may arise. These risks can include:

- Unauthorised use of a payment product by a third party, including in circumstances where your means to access a payment product (such as a card, cheque, PIN or access ID) is lost or stolen. You may be able to reduce this risk by taking appropriate steps to protect the security of your means to access the payment product and by carefully checking your statement and notifying us of any errors. Further information relating to these risks can be found throughout this document. For information about how to reduce these risks, refer to section 39.1.
- Technical errors affecting the procedure or system used for processing payments that may, among other things, prevent the timely and accurate completion of payments.
- Authorising the entry of incorrect details. For example, inserting additional zeros when entering the dollar amount of an external transfer to a third party using our Pay Anyone service, or authorising payment to the wrong person. You should always carefully check details before confirming transactions, as once they are authorised, those transactions may not be able to be stopped, reversed, or be recoverable by you.
- There may be risks of another person deceiving you or infecting your computer with a virus for the purpose of gaining access to your information. To protect yourself from these risks you should install and activate firewall and anti-virus software and purchase a security token. Your operating system and browsers also need to be kept up to date.

### 7 FEES AND CHARGES

Fees and charges may apply to our accounts and the use of payment products. Please refer to the Schedule of Fees and Charges booklet, which forms part of the Terms, for details about current fees and charges for each account and payment product.

### 8 COMMUNICATING WITH YOU

We may give you a notice, certificate or other communication personally, by post, by facsimile, by email, by "secure email", by publication in a national or local newspaper, on our website, or by any other means permitted by law. Notices or other documents are deemed to be received by you:

- where given personally, on the date of service;
- where posted, on the date it would have been delivered in the ordinary course of post;
- where sent by facsimile, email or other electronic means, on the date on which the machine from which it was sent produces a report indicating that the notice or other document has been sent; and
- in the case of notices published in a newspaper or on our website, on the date of the first publication.

### 9 COMMUNICATING WITH US

If a communication is given by you, it must be signed by you or, where you are not an individual, by an authorised person. Notices for us should be sent to our mailing address outlined in section 1.

Unless otherwise agreed, we will not maintain or transact on your account before receiving a signed, written instruction from yourself (or your authorised signatory).

#### 9.1 Authority to submit instructions via telephone, facsimile or email

If you wish to authorise for instructions from yourself, or your authorised signatory, to be submitted via telephone, facsimile and/or email then you must advise us of this request in writing by completing:

- the "Customer's Instruction Authority Schedule" on your account application form at the time of account opening; or
- a form supplied by the Bank for this purpose if it is after the time of account opening.

We are not obliged to accept your request to submit instructions via telephone, facsimile or email.

If we accept your request to submit instructions via telephone, facsimile, or email then you agree to the following terms and conditions noted in sections 9.1.1 through to 9.1.5.

##### 9.1.1 Your authority ("Authority")

- (a) You and we agree that this Authority applies to telephone, facsimile and/or email instructions in respect of only the account(s) advised by yourself on the relevant Customer's Instruction Authority Schedule, and only those received from the account holder, facsimile number and/or email address listed in the said schedule.
- (b) You acknowledge that:
  - (i) We may, at our sole discretion, refuse to accept any telephone, facsimile and/or email instructions provided that you, or your authorised signatory, are notified of such refusal as soon as possible.
  - (ii) Telephone, facsimile and/or email instructions are not subject to further written confirmation and you will undertake to reimburse us for all loss or costs incurred by it if a further written confirmation sent by you, or your authorised signatory, causes error or duplication of payment in the funds transfer process.

- (iii) A telephone, facsimile and/or email instruction received by us, which is complete and regular on the face of it and, if applicable, verified according to procedures detailed in section 9.1.2 - Verification procedures, shall be deemed to be an original document/instruction and sent by you, or your authorised signatory. In the event of any dispute (including litigation) concerning any such instructions, you waive the right to claim that any signature thereon is not genuine.
- (c) You shall pay us the fees (and any costs or expenses incurred by us) in connection with this Authority or payments made pursuant to instructions. You authorise us to debit your account(s) with all such fees, costs or expenses.

### 9.1.2 Verification procedures

- (a) On receiving telephone instructions, we are entitled to assume that the person who identifies themselves as the authorised signatory ('the Verifier') is that person and if that person verifies the authenticity of the instructions, we are authorised to act upon and to debit your account in accordance with your, or your authorised signatory's instructions.
- (b) Facsimile instructions must include, when transmitted, the name and signature of the authorised signatory, signed in accordance with the signing authority noted on your account application form and the Customer's Instruction Authority Schedule; and subject to complying with section 9.1.2 (e), if required, we are authorised to act upon and to debit your account in accordance with the facsimile instructions.
- (c) Upon receipt of the facsimile instructions appearing to comply with section 9.1.2 (b), we may telephone an authorised signatory ('the Verifier') to confirm authenticity of the facsimile instructions. We are entitled to assume, when we telephone your, or your authorised signatory's telephone number and ask to speak to the Verifier, that the person who identifies himself or herself as the Verifier is that person and if that person verifies the authenticity of the facsimile instructions, we are authorised to act upon and to debit your account in accordance with your, or your authorised signatory's facsimile instructions.
- (d) Upon receipt of email instructions, we may telephone an authorised signatory ('the Verifier'), to confirm authenticity of the email instructions. We are entitled to assume, when we telephone your, or your authorised signatory's telephone number and ask to speak to the Verifier, that the person who identifies himself or herself as the Verifier is that person and if that person verifies the authenticity of the email instructions, we are authorised to act upon and to debit your account in accordance with your, or your authorised signatory's email instructions.
- (e) We are not obliged to honour your, or your authorised signatory's facsimile and/or email instructions until the verification procedures described in this clause have been fully completed. Should this result in a payment being delayed beyond relevant cut off times, we shall not incur any liability whatsoever to you. We will not be responsible for any delay due to facsimile and/or email instructions, which are incomplete or unclear.

### 9.1.3 Drafts or Bank cheques collected by yourself or your agent or contractor

- (a) It is your responsibility to advise us of sufficient details about your agent or contractor who will collect the drafts or Bank cheques to enable us to satisfactorily identify the collector of the drafts or Bank cheques.
- (b) It is your responsibility to ensure that your agent or contractor collects your drafts or Bank cheques from the branch, which has prepared the drafts or cheques.
- (c) It is your responsibility to arrange any insurance cover, to cover loss or theft in transit to and from the Bank.

### 9.1.4 Release and indemnity

In consideration of us agreeing to act in accordance with this Authority (section 9.1), you:

- (a) release us from any and all actions, suits, proceedings, claims, accounts and demands of all kinds which you may make or have against us for any direct or indirect damage, loss or expense suffered or incurred by yourself; and
- (b) indemnify us and agree to keep us indemnified against all losses, costs and expenses incurred, paid or payable by us and against all actions, suits, proceedings, claims, accounts and demands of all kinds which may be taken or made against us and against all costs, charges and expenses incurred, paid or payable by us in respect of all such actions, suits, proceedings, claims, accounts and demands;

in each case as a result of or in connection with us acting in good faith upon the telephone, facsimile and/or email instructions (including any unauthorised or incorrect telephone, facsimile and/or email instructions) given to us in accordance with the procedures set out in this Authority (section 9.1).

### 9.1.5 General

This Authority (section 9.1) may be terminated by you or us by giving written notice thereof to the other, but without prejudice to your liability in respect of any telephone, facsimile and/or email instructions initiated prior to the receipt by us or yourself of such notice. Upon giving or receipt of such notice by yourself, you must not give any further telephone, facsimile and/or email instructions. Your release and indemnity herein shall be continuing despite termination of this Authority and shall apply in all cases where any telephone, facsimile and/or email instructions or purported telephone, facsimile and/or email instructions have been or hereafter are given to us.

## 10 CHANGES TO TERMS AND CONDITIONS AND ONGOING DISCLOSURE

We may vary the terms and conditions applicable to your account as set out in the Terms, but where the product was issued to you as a basic deposit product, we cannot vary the terms and conditions in any way that would not permit the account to remain as a basic deposit product. Basic deposit products are relatively simple deposit products for which separate rules may apply under the Corporations Act, 2001.

In addition:

- we will not vary the terms of a FMD Account so that it no longer qualifies as a FMD without giving you at least twelve months notice; and
- where we have agreed to a fixed rate of interest on an account, we cannot vary that rate unless we agree to you withdrawing funds prior to the end of the agreed term (refer to sections 21.2 and 21.3 for details).

## Part A – General Information cont.

We will notify you of changes to terms and conditions, interest rates and fees and charges that affect your account as follows:

Type of variation	Minimum notice	Method of notice
Adding, deleting or varying terms and conditions that affect your account other than as specified elsewhere in this table.	Before the variation(s) takes effect.	In writing, press advertisement or publication on our website.
Introducing or increasing fees and charges (other than a government charge) that affect your account.	30 days before the fee(s) and/or charge(s) takes effect.	In writing, press advertisement or publication on our website.
Introducing or varying government charges (if not publicised by the government in which case we will notify you separately) that affect your account.	Before the variation(s) takes effect.	In writing, press advertisement or publication on our website.
Varying the method by which interest is calculated or the frequency which it is credited that affects your account.	30 days before the variation(s) takes effect.	In writing, press advertisement or publication on our website.
Varying an interest rate that affects your account.	Before or on the date the variation(s) takes effect.	In writing, press advertisement or publication on our website.
Introducing or increasing fees and charges (other than a government charge) or a fee or charge relating solely to the use of an access method, or the issue of an additional or replacement access method that affects your account.	30 days before the fee(s) and/or charge(s) take effect.	In writing, press advertisement or publication on our website.
Increasing your liability for losses relating to EFT transactions that affects your account.	20 days before the charge(s) take effect.	In writing.
Introducing, removing or adjusting a daily transaction limit or other periodic transaction limit that applies to the use of an access method (for example, your card), an account from which we permit you to initiate EFT transactions, or electronic equipment that affects your account.	20 days before the charge(s) take effect.	In writing.
Changing EFT conditions, BPAY <sup>®</sup> conditions or Pay Anyone conditions (that is not captured above) that affect your account.	In time to comply with any applicable law, otherwise in advance of the date the change(s) takes effect.  However, we will not give you advance notice of a change necessitated by an immediate need to restore or maintain the security of the system or individual accounts.	In the manner required by any applicable law. Or if there are no such requirements, in a manner which is likely to come to the attention of as many account holders as possible, which may include: <ul style="list-style-type: none"> <li>• by notice on or with your statement of account;</li> <li>• by notice on ATMs or in branches; or</li> <li>• by an advertisement in a major daily newspaper.</li> </ul>

After you open an account, we will notify you of any material changes to matters specified in, or of significant events affecting matters specified in, the Terms whilst you hold an account. Some specific matters are covered in the previous table. We will notify you of other such information prior to, or as soon as possible after, the change or event occurs (except where the material change or significant event is not adverse to your interests and accordingly you would not be expected to be concerned about any delay in receiving the information, in which case the notification will be given no later than twelve months after the change or event occurs).

You agree that we may notify you of variations to terms and conditions, or of such other information as contemplated above in writing, by press advertisement or publication on our website, or by any other means permitted by law. Where a notification is posted on our website, we will place a clear statement on our homepage that such a notice exists, with a link to the full notice.

**Information in the Terms that is not materially adverse may have changed. In addition and subject to our obligation to notify you of certain matters set out above information contained in the Terms that is not materially adverse may change in the future. We may update such information by publication on our website. You can obtain current information by contacting our Customer Service Centre on 1300 660 115 or by accessing our website at [www.ruralbank.com.au](http://www.ruralbank.com.au). A paper copy of any updated information will be provided free of charge upon request.**

## 11 OTHER IMPORTANT TERMS AND CONDITIONS

You authorise us to debit to your account, or withdraw or transfer from your account, all amounts that you or any authorised signatory (refer to section 16 for details) instruct or request us to debit, withdraw or transfer. Without limiting the generality of this authority, you agree that it extends to any separate or independent authorisation that you may give (for example if you have instructed us, or have agreed that some or all of the funds in the account may be applied by us by way of set off against, or payment of, some other amount or amounts that you owe to us).

We may adjust debits and credits made to your account to reflect your and our legal obligations (for example, if we have credited your account with the proceeds of a cheque that is subsequently dishonoured). We credit funds on the day they are received by us, however, we may, at our discretion, credit funds when they were received by Elders Rural Services, or another agent of ours, if that is before the day that we subsequently receive them.

For the purpose of determining the closing daily balance of your account, transactions that occur before the end of the calendar day Eastern Standard Time will be included in your closing balance that day for the purpose of interest calculations.

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

Subject to any limitation on your liability in these terms and conditions, you indemnify us against any loss, damage, liability, cost, charge or expense (including costs, charges or expenses in connection with legal or other advisers) we may suffer or incur directly or indirectly:

- (a) due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under these terms and conditions, or acted negligently or fraudulently in connection with the agreement constituted by these terms and conditions;
- (b) as a result of any loss, misuse, defacement or destruction of a card issued to you or to an additional cardholder;
- (c) arising directly or indirectly from 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 you, or an authorised user, of Internet Banking or Phone Banking;
- (d) where we have acted on instructions given by an authorised signatory or for which you are otherwise liable under these terms and conditions; and
- (e) where you are a parent or legal guardian who has signed a 'Minor's Account Access Authorisation' form, acknowledging that you will be liable for all transactions conducted by the minor.

If there is more than one of you, each account holder for the joint account is jointly and severally liable for all obligations incurred in relation to the account, including as arising by use of a payment product. You authorise us to act in accordance with instructions given by, and to debit an account with all withdrawals made by, an authorised signatory in relation to your account and using a payment product.

Any certificate we give you shall be evidence of the matters referred to therein unless subsequently proven to be incorrect.

We may exercise any power, right or remedy referred to in the Terms in any way that we deem fit, including by imposing any conditions that we require. Our failure to exercise a power, right or remedy does not prevent us from exercising it in the future. Our powers, rights or remedies cannot be waived unless we have agreed, in writing, to waive those powers, rights or remedies.

Our rights and remedies as set out in the Terms are in addition to those that we otherwise have at law. Our rights and remedies may be exercised by us or by persons we authorise. We are not liable for any loss you or anyone else incurs as a result of the actual or contemplated exercise or failure to exercise a right or remedy we have.

We may assign our rights in relation to your account and account terms and conditions as set out in the Terms, noting that in the case of an FMD Account provided that the account remains an FMD. This means that we can transfer them to another person. To assist us to do this you agree that we may disclose any information we require to any person. You may not assign your rights unless we have agreed to the assignment in writing (refer also to section 26.2 (d) for special terms and conditions applying to an FMD).

The terms and conditions in this document are governed by the law of South Australia. You and we submit to the non-exclusive jurisdiction of the Courts of South Australia.

If any law would make any terms or conditions applicable to your account void, voidable, illegal, invalid or unenforceable, or if any term or condition imposes an obligation or requirement prohibited by law, then such term or condition shall be read as if it is varied to the extent necessary to comply with that law or, if necessary, is omitted. Where allowed by law, and subject to the previous sentence, the terms and conditions prevail to the extent that they are inconsistent with any law.

We can combine the balances of two or more of your accounts, even if one or both of the accounts are held by you jointly with others. This may happen when one of your accounts is overdrawn or is in debit and another is in credit. This means that the credit balance in one account can be used to repay us the debit balance in another account. We will promptly notify you if we have combined any of your accounts. We need not notify you in advance. You should not treat your accounts as combined unless we have agreed to such an arrangement.

Account balances are denominated in Australian dollars.

We may place a stop on your account if:

- you are in breach of any of the account terms and conditions
- you have not provided us with information that we have asked you to provide
- we receive notice of your incapacity, bankruptcy or death
- we become aware of any dispute which in our reasonable opinion has a bearing on the account.

If we place a stop on the account, you will not be able to make any transactions on the account or otherwise operate it unless we otherwise agree. We may at our discretion impose conditions on any use including requiring the signature of all of you and / or all authorised account operators. We are not liable for any loss or damage arising from placing a stop on your account.

### 12 ANTI-MONEY LAUNDERING

You agree we may delay, block or refuse to process any transaction without incurring any liability if we suspect that:

- a) making a payment may breach any law in Australia or any other country;
- b) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

You agree to provide all information to us that we believe we reasonably require to manage money-laundering or terrorism financing risk or to comply with any laws in Australia or another country. You agree that we may disclose information which you provide to us where required by any laws in Australia or any other country.

Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement.

You declare and undertake to RB that the payment of monies by RB in accordance with the customer's instructions will not breach any laws in Australia or any other country.

### 13 IF YOU HAVE A COMPLAINT

We value your feedback, as it provides us with an opportunity to improve our products and services. If our products and services do not meet your expectations, we want to hear from you. We will ensure your concern is responded to as soon as possible.

#### You can notify us of a complaint by writing to us or phoning us:

Mail	Rural Bank Customer Relations Officer Reply Paid 551 Adelaide SA 5001
------	---

Phone	1300 660 115
-------	--------------

Email	service@ruralbank.com.au
-------	--------------------------

We aim to respond to complaints immediately. Upon the receipt of your complaint, we will take the following steps:

**Step 1** – We will contact you, in writing, within three business days to acknowledge your complaint.

**Step 2** – We will aim to resolve your complaint within 45 business days of the complaint being received.

**Step 3** – We will keep you informed of our progress in resolving the complaint.

If you feel your complaint has not been properly handled or resolved, you may be able to refer it to the Financial Ombudsman Service Ltd. The Ombudsman will generally be able to consider your complaint if:

- it is about a financial service provided by us or an affiliate;
- you are an individual or a small business; and
- the amount you are claiming is less than \$500,000.

If you are unsure whether the Ombudsman can deal with a complaint, you can call the Ombudsman's office on 1300 780 808, or refer to the Operational Guidelines 1 January 2010 available at [www.fos.org.au](http://www.fos.org.au).

#### The Ombudsman's office can be contacted via:

Mail	Financial Ombudsman Service Ltd GPO Box 3, Melbourne VIC 3001
------	--

Phone	1300 780 808
-------	--------------

Facsimile	03 9613 6399
-----------	--------------

Website	<a href="http://www.fos.org.au">www.fos.org.au</a>
---------	--

**For more information about resolving complaints, contact our Customer Service Centre on 1300 660 115, or access our website at [www.ruralbank.com.au](http://www.ruralbank.com.au)**

#### 13.1 EFT transactions

If your complaint is in relation to an EFT transaction:

- (a) We will contact you, in writing, within three business days of receiving your complaint to acknowledge your complaint.
- (b) If your complaint is not immediately settled to the satisfaction of both you and us, we will advise you in writing of the procedures for investigating and handling the complaint.
- (c) Within 21 days of receiving your complaint, we will advise you, in writing, of either:
  - the outcome of our investigation; or
  - the need for more time to complete our investigation.
- (d) If we are unable to resolve the complaint within 45 days of receiving your complaint, we will notify you of this fact, inform you of the reasons for the delay, provide you with monthly updates on the progress of your complaint, and specify a date by which a decision can reasonably be expected (unless we are waiting for a response from you and we have told you that we require that response).
- (e) If your complaint involves the use of a Rural Bank Visa Debit card and we decide to exercise any rights we may have under the rules of the Visa card scheme:
  - (i) the time limits under the rules of the scheme will apply instead of the time limits referred to in section 13.1 (c) above;
  - (ii) the reference to '45 days' in section 13.1 (d) above is replaced by '60 days' and we will provide you with updates every two months instead of each month.

We will advise you in writing of the above time limits and when you can reasonably expect a decision. Your obligation to pay any amount that is the subject of a complaint, and any credit or other charges related to that amount, will be suspended until the complaint is resolved.

- (f) When we have completed our investigation of your complaint, we will promptly advise you of the outcome of that investigation, the reasons for that outcome, and except where the complaint has been resolved completely in your favour, we will inform you of any further action you can take. Our advice will be provided in writing, unless we are able to resolve the matter immediately to the satisfaction of both you and us.
- (g) If on completion of our investigation we decide that your account has not been incorrectly debited or credited, or in the case of unauthorised transactions, that you have contributed to at least part of the loss occasioned by the unauthorised use, we will supply you with copies of any documents or other evidence relevant to the outcome of our investigation, including information about any logs or audit trails relating to the transaction and advise you whether there was any system or equipment malfunction at the time of the transaction.

- (h) If we conclude as a result of our investigation that your account has been incorrectly debited or credited, we will promptly make adjustments to your account (including making adjustments to interest and charges) and notify you in writing of the amount by which your account has been debited or credited as a result.
- (i) Alternatively, if we decide to resolve your complaint in your favour, we may adjust your account accordingly within seven business days of receiving the complaint and provide the information required by section 13.1 (f) and (h) above and close the investigation. When we choose this course of action, we are not required to comply with sections 13.1(a), (b), (c) and (g).

### 13.2 Further information about resolving complaints

For more information about resolving complaints, contact our Customer Service Centre on 1300 660 115 or access our website at [www.ruralbank.com.au](http://www.ruralbank.com.au)

## 14 VARIATIONS TO TERMS AND CONDITIONS BUSINESS ACCOUNTS

Where your account is a business account, the provisions of section 14 apply:

- (a) Sections 38.1 (ii), (iii) and 38.2 do not apply and, subject to section 35.9, you are liable for all transactions on your business account, whether authorised by you, an authorised user, or an additional cardholder, or carried out by, or with the knowledge or consent, of any of those persons.
- (b) Section 13.1 does not apply and any complaint in relation to an EFT transaction on your business account will be dealt with in accordance with section 13 or, if it relates to a BPAY<sup>®</sup> payment, in accordance with the requirements of the BPAY<sup>®</sup> Scheme Rules and Operating Procedures at that time.
- (c) The sections that do not apply as referred to in sections 14 (a) and (b), do not apply notwithstanding any reference to those sections or their provisions in any other term or condition (in which case such other term or condition is to be read as if that reference did not appear, so that such term or condition is not subject to or qualified by the section or provision that does not apply).

## 15 OPENING AN ACCOUNT

### 15.1 Account applications

To open an account you are required to complete an application form indicating the account you require. You should not complete the form until you have had the opportunity to read and understand the Terms.

You must be an Australian citizen, New Zealand citizen residing in Australia, or permanent resident to open an account with us.

Please note account signatories must be at least twelve years of age.

If we accept your application, an account will be opened in accordance with your instructions (as appearing on the application form).

We will issue you a new account acceptance letter following the first transaction on your account.

We are not obligated to accept your account application, and may refuse your account application at our discretion.

### 15.2 Identification

Federal Government legislation requires RB to verify the identity of all account holders, signatories and agents. All account holders, signatories and agents must satisfactorily meet RB's Customer Identification Process. RB's Customer Identification Process is detailed on the account application forms. RB reserves the right to request documents in addition to those detailed in the account application form.

### 15.3 Term Deposit applications

When opening a Term Deposit Account you are required to nominate the term, the amount to be deposited and interest payment methods on the application form.

Once an account is opened funds must be received within three business days as specified in the application or the account may be closed or a different interest rate may apply.

Upon the receipt of your funds, we will send you a letter confirming the interest rate applicable to your Term Deposit.

### 15.4 FMD applications

When opening an FMD account you are required to provide us with the following information on your application form:

- personal details about yourself and the major commodity you produced in the year of income;
- whether you wish to open a fixed rate FMD account or a variable rate FMD account;
- the frequency of interest payments (if applicable);
- the amount to be deposited;
- the term of your account if you are opening a fixed rate FMD account; and
- your account details where your interest should be credited.

Upon the receipt of your funds, we will send you a letter confirming the interest rate applicable to your account.

### 15.5 Joint accounts

**TIP!** When you open a joint account we require you both to authorise any instructions relating to your account unless you have both agreed with us that the account only requires “one to sign”.

If there are more than one of you opening a joint account, then unless we agree with all of you:

- The authority of all of you is required for any withdrawal or transfer from the account.

**Note:** For Visa Debit cards to be issued, you must agree that any one person can authorise withdrawals or transfers.

- The authority of all of you is required to vary the manner of account operation, to remove or appoint an account operator, to close the account, or to give us any other instruction regarding the account.
- In other circumstances, the authority of any one of you is all that is required.

Please also note that if there is more than one of you:

- Each account holder for a joint account is jointly and severally liable to us for all obligations incurred in relation to the account (including any overdrawn amounts);
- You will be treated as holding the account jointly and we may accept for credit to the account any cheque, payment order or bill of exchange that is not payable to all of you. This means that each of you has the right to all of the balance of the account, jointly with the other account holders;
- Should a joint account holder die, we may treat the surviving joint account holder as the owner of the account. In order to transfer ownership the existing account is required to be closed, and a new account opened by the surviving account holder;
- We can send you notices, statements, certificates or other communications by posting them to any one of you at the last recorded address we have for that person. For these purposes, you appoint each other account holder as your agent for receiving such communications. Where you receive communications by post, you consent to receipt both in your capacity as account holder and as agent for other account holders, and agree to notify all other account holders of the content of any such communications;
- If we do this, all of you are deemed to receive the notice, statement, certificate or other communication on the date it would have been delivered to the person to whom it is sent in the ordinary course of post;
- If we give a disclosure document (such as the terms and conditions) to any one of you, it is deemed to have been given to all of you; and
- In the event of a dispute, we will place a hold on the funds in the account and will require the authority of all of you to withdraw any funds from the account.

**Please note:** FMD Accounts cannot be opened in joint names.

### 15.6 Accounts for minors

#### 15.6.1 Minors between twelve and eighteen years old

Accounts can be opened in the name of minors between twelve and eighteen years old for the following accounts, however access is restricted to:

- Everyday Account
- Gold Cash Management Account
- Term Deposits

Internet Banking, Phone Banking and Visa Debit cards are only available if a parent or legal guardian has provided written authorisation by signing a ‘Minors Account Access Authorisation’ form. Refer to Part C – Accessing your accounts for details.

#### 15.6.2 Minors less than twelve years old

A parent or legal guardian can open the accounts listed in section 15.6.1 for minors under the age of twelve as an informal trust account with the minor as a beneficiary, however access is restricted. Visa Debit cards, cheque books, Internet Banking and Phone Banking are not available.

### 15.7 Accounts in the name of a Trust

Trust accounts can be opened on request, for example, where:

- one or more persons open an account in which they are named as trustee for another person(s) (e.g. Trustee accounts by parents or guardians for children);
- you are the Trustee under a will; and/or
- you are the Trustee under a deed of family arrangement.

If you open a trust account:

- we are not taken to be aware of the terms of the trust; and
- we do not have to verify that any transactions you carry out on the account are authorised by the terms of the trust.

You indemnify us against any claim made upon us in relation to, or arising out of, the trust.

**Note:** Real estate trust accounts, Solicitor trust accounts and the like are not offered by us.

## 16 AUTHORISING SOMEONE TO ACT ON YOUR ACCOUNT

You may nominate someone else to be an authorised signatory on an account. Please note authorised signatories must be at least twelve years of age. If an account has a credit facility attached to it then authorised signatories must be at least eighteen years of age.

**TIP!** An authorised signatory is someone you appoint to access or operate your account, however they are not a legal owner (i.e. they are not a joint account holder).

Please remember you are liable for all transactions initiated by an authorised signatory.

An authorised signatory is able to use the account in the same way you can, (e.g. by giving us maturity instructions, making withdrawals, transfers and performing other actions that may incur fees) and you agree to be bound by such actions. It is your responsibility to make an authorised signatory aware of the terms and conditions applicable to the account.

As the account holder, you should remember that you are giving someone authority to act on your account and you are liable for all transactions conducted by authorised signatories (including transactions initiated by card, cheque, Internet Banking and Phone Banking) and for any fees or charges arising from an authorised signatory’s conduct in relation to your account. You authorise us to provide your account, personal and financial information to authorised signatories.

If you wish to alter your authorised signatories, you must notify us in writing (by completing and signing the relevant form available from us). If you cancel a cardholder’s authorisation, note that any Visa Debit card issued may still be used, and you remain liable for any such use and all legitimate outstanding transactions.

You can not nominate authorised signatories on non-verified accounts.

## 17 PROVIDING ACCOUNT INFORMATION TO A THIRD PARTY

**TIP!** If you regularly need to provide account information to a third party, such as your accountant or secretary, then you may benefit from authorising us to provide them with a duplicate account statement or 'view only' access to your account(s) on Internet Banking.

Please note that such access will not enable the third party to transact, or authorise transactions, on your account(s).

You may authorise for a third party to view your account information, but not transact on your account(s). You may authorise us to provide a third party with copies of your statement, or with "view only" access to your accounts via Internet Banking. For further information on providing information to a third party please contact our Customer Service Centre on 1300 660 115, or visit your local branch.

## 18 CHANGING DETAILS ON YOUR ACCOUNT

If you choose to revoke the authority of an account signatory, or appoint a new signatory, or change your information supplied in your account application form (e.g. change your address details), such a change will only be acted upon by us upon receipt of written notice of that change. As noted in section 16, you remain liable for Visa Debit card transactions until the card is returned to us, and all legitimate outstanding transactions.

You must notify us promptly of any change to your name or address.

We will not be responsible for any errors or losses associated with account changes where we have not received prior notice.

**TIP!** You can provide a written notice by sending us a letter, facsimile, (refer section 1 for our contact details), a "secure email" from Internet Banking, or by providing written instructions at your local branch.

Note: Any written instructions must be signed according to the signing authority of the account. For example if the signing authority of an account is 'two to sign', two authorised signatories must sign the written notice.

## 19 TAXATION IMPLICATIONS AND PROVIDING A TAX FILE NUMBER

The taxation implications of investing in an account depend on your individual circumstances. Income (interest) that you receive will be assessable income for income tax purposes unless an exemption applies to you. You should consult your taxation advisor for further information.

**TIP!** The taxation implications of investing in an FMD Account depend on your individual circumstances. You should consult your taxation advisor before deciding to invest in an FMD Account.

## 20 PROVIDING US WITH A TAX FILE NUMBER (TFN) OR AUSTRALIAN BUSINESS NUMBER (ABN)

When opening an account, you have the option of providing us your TFN or ABN. You are not obliged to provide us with this information, however unless an exemption applies, if you do not quote a TFN or ABN we must deduct withholding tax from the interest paid to you, calculated at the highest marginal tax rate, plus the Medicare Levy. The amount deducted is forwarded to the Australian Taxation Office.

We ensure that your TFN details are kept confidential in accordance with the Privacy Act 1988 (Cth).

You may provide your TFN or ABN either when you open an account, or at a later time. If you provide your TFN or ABN at a later time or it has not been provided at all, and withholding tax has already been deducted, you can claim this on your next tax return. We can only refund a deduction that was made in error in the current tax year.

**TIP!** Businesses may provide a ABN as an alternative to a TFN for business accounts.

If you are opening an account in joint names, TFNs for each applicant are required if withholding tax is not to be deducted.

Where a formal trust has been established, you should provide the trust's TFN. If your account is said to be held in trust for someone else but no formal trust has been established (for example, a trustee account held by parents for children), you should provide your own TFN or ABN.

You may have an exemption from quoting a TFN. Please advise us of this exemption when opening an account on your application form (e.g. minors under the age of sixteen years and pensioners).

**TIP!** If you do not have a TFN or ABN, you may be able to obtain one from the Australian Taxation Office.

**TIP!** As a general guide:

- If you open an account for personal use then you will need to provide us with your TFN.
- If the account is opened for business use in the name of a business you will need to provide us with the ABN, and may also need to provide TFN details.

## 21 CLOSING AN ACCOUNT

If your account is not operated in accordance with the account terms and conditions or other operating instructions, it may, at our discretion, be closed as soon as we become aware of the breach. We will give you notice as soon as possible after closing the account. We may also close the account after giving you notice that is reasonable in all the relevant circumstances. In either case, we will repay the amount of any credit balance to you (including interest to the date of closure), after deducting amounts to be debited in accordance with the account terms and conditions.

For specific information regarding closing a particular account please refer to the section listed in the table below:

If you have a:	Refer to section:
Everyday Account	21.1
Gold Cash Management Account	21.1
Term Deposit Account	21.1
Farm Management Deposit	21.1 (variable rate FMD) 21.3 (fixed rate FMD)
Seasonal Account	21.1 plus your facility terms
AgriManager®	21.1 plus your facility terms
Business Cheque Account	21.1 plus your facility terms
Business Manager	21.1 plus your facility terms
Everyday Community Account	21.1

## Part B – Your Account cont.

### 21.1 Closing your savings, transactional or business account

You can close your account (subject to section 15.5) by calling our Customer Service Centre on 1300 660 115, or by visiting your local branch.

Prior to closing an account, you must return any unused cheques, Visa Debit cards (including additional cards), ensure all purchases have appeared on your statement and all cheques have been presented. We may refuse to accept any outstanding cheques drawn on the account that have not been presented or cancelled, and any outstanding debits. We reserve the right to collect any outstanding fees or charges associated with the closure of your account.

You cannot close your account if it is overdrawn or if there are any fees or interest owing on the account, unless we decide at our absolute discretion to write off any monies owing.

**TIP!** Ensure all direct debits and credits and periodical payment authorities have been transferred to another account before closing your account.

### 21.2 Closing your Term Deposit prior to maturity

#### 21.2.1 Agreement required

If you wish to withdraw all or part of your Term Deposit before its maturity date, you will require our agreement. Any request made must be in writing. We do not have to agree to a request.

#### 21.2.2 Interest reduction for early withdrawal

If we agree to an early withdrawal, we are entitled to reduce the interest that is paid or payable on your account. If an early withdrawal is agreed to, the amount of interest payable on the amount withdrawn will be based on the Interest Earning at Call Deposit interest rate. Following is an example of how this may work:

#### Example of an interest rate reduction

George and Sue have a \$20,000 Term Deposit invested for twelve months (365 days) at 5.00% p.a. 180 days into the term, George and Sue require \$10,000, and we agree to their early withdrawal request.

As at the account open date, the interest rate for \$10,000 invested at the Interest Earning At Call Deposit rate was 2.00% p.a.

**Therefore George and Sue will only receive 2.00% p.a. on the amount they withdraw (\$10,000). This equates to:**

Interest earned =	Amount withdrawn	x applicable interest rate	/ days in the year	x days invested
	\$10,000	x 2.00% p.a.	/ 365 days	x 180 days
	= \$98.63			

**If George and Sue had not withdrawn the \$10,000 early, for the same period they would have earned:**

Interest earned =	Amount withdrawn	x applicable interest rate	/ days in the year	x days invested
	\$10,000	x 5.00% p.a.	/ 365 days	x 180 days
	= \$246.57			

**Note:** Examples are used for illustration purposes only. The final interest reduction depends on the actual Term Deposit interest rate and the Interest Earning at Call Deposit account interest rate on the account opening or reinvestment date. So, even if your Term Deposit matches the example, the amount by which interest is reduced may be greater.

We may reduce the interest payable where interest has already been paid and we agree to an early withdrawal. We will effect an interest reduction by:

- debiting such amounts from your account if your Term Deposit is closed prior to maturity; and/or
- reducing your next interest payment if you withdraw part of your balance prior to maturity.

### 21.3 Closing or withdrawing from a fixed rate FMD prior to maturity

If you wish to close or withdraw all, or part of, your fixed rate FMD prior to its maturity date, you require our agreement (subject to section 26.2 (k)). Any request made must be made in writing. We do not have to agree to a request.

If we agree to any early withdrawal from a fixed rate FMD, we are entitled to reduce the interest payable on your account. Refer to section 21.2.2 for an example of an interest rate reduction (note that the same formula is used to calculate the interest rate reduction on a term deposit as a Farm Management Deposit Account).

If you withdraw part of your account balance prior to maturity, we will effect an interest reduction by reducing your next interest payment.

## 22 INTEREST RATES THAT MAY APPLY

The rate of interest that applies to an account will differ depending on the account you select and for some accounts, depending on the deposit balance of the account ('tiered interest'). Some interest rates are variable and may change from time to time. The rate of interest that applies to your initial deposit will be confirmed to you once your deposit is accepted and the account is opened. Your account statement will also display any applicable interest rate(s) on your deposit and the effective date(s) if the rate has changed since your previous statement.

**TIP!** The type of interest rate applicable to your account can be found in the "Product comparison table – Features".

**TIP!** 'Tiered interest rates' generally enable you to receive a higher rate on interest as your funds grow from one tier to the next.

Interest is calculated by applying the daily percentage rate to the balance of your account at the end of each day. The daily percentage rate is calculated by dividing the relevant interest rate by 365 days or in a leap year 366.

**TIP!** Remember interest is calculated on the daily closing balance, which means if your account has a tiered interest rate and your balance fluctuates from day to day so might the interest rate that applies. For example, if you deposit or withdraw funds you may move into a different interest tier.

## 22.1 An example of how interest may be calculated on an account

The interest rate that applies to an account can also be thought of as the rate that is paid, or charged, for the use of money. The amount of interest paid, or charged, to your account is calculated on a daily basis.

Following is an example of how interest may be calculated and paid to an account.

### Example interest rate

For account balances of	Sample interest rate
\$1.00 and above	3.50% p.a.

For example, if you have a balance of \$15,000, you will earn 3.50% p.a. (calculated daily) on your entire account balance. If you deposit an extra \$5,000 you will continue to earn 3.50% p.a. (calculated daily) on your entire account balance.

### 22.1.1 What does this mean in dollar terms?

To determine how much interest you will earn use one of the following formulae:

To calculate interest earned	Use this formula
Per day	Balance of your account x applicable interest rate / days in a year = Interest earned
Per month	Balance of your account x applicable interest rate / days in a year x days in the month = Interest earned
Per annum	Balance of your account x applicable interest rate = Interest earned

Below are some examples of how to use the above formulae.

Calculating interest earned PER DAY if your balance is \$15,000 and therefore you will earn 3.50% p.a.

Interest earned =	Balance of your account	x applicable interest rate	/ days in a year
	= \$15,000	x 3.50% p.a.	/ 365 days
	<b>= \$1.44</b>		

Calculating interest earned PER MONTH if your balance is \$15,000 and therefore you will earn 3.50% p.a.

Interest earned =	Balance of your account	x applicable interest rate	/ days in a year	X days in the month
	= \$15,000	x 3.50% p.a.	/ 365 days	X 30 days
	<b>= \$43.14</b>			

**Note:** Assuming your account maintains the same balance for the entire month.

Calculating interest earned PER ANNUM if your balance is \$15,000 and therefore you will earn 3.50% p.a.

Interest earned =	Balance of your account	x applicable interest rate
	= \$15,000	x 3.50% p.a.
	<b>= \$525.00</b>	

**Note:** Assuming your account maintains the same balance for the entire year.

## 22.2 Tiered interest rates

Please refer to the "Product comparison table – features" to determine if an account has a tiered interest rate.

### 22.2.1 What is a tiered interest rate?

Tiered interest rates generally enable you to receive a higher rate of interest on your entire balance as your funds move from one tier to the next. However, from time to time, some tiers may have the same interest rate. You should note that we may vary account terms to change the tiers.

If an account has tiered interest then the interest rate that applies to the whole balance of the account is directly linked to the balance of the account.

The following table is an example of how tiered interest rates may apply to an account. To work out which interest rate applies, first determine the balance of your account and look up the corresponding interest rate.

### Example tiered interest rates

Balance tier	Sample interest rates
\$0 - \$499	0.00% p.a.
\$500 - \$4,999	1.00% p.a.
\$5,000 - \$19,999	2.50% p.a.
\$20,000 and above	5.00% p.a.

For example, if you have a balance of \$15,000, you would earn 2.50% p.a. (calculated daily) on your entire account balance. If you deposited an additional \$5,000 you would now earn 5.00% p.a. (calculated daily) on your entire account balance of \$20,000.

### 22.2.2 What does this mean in dollar terms?

To determine how much interest you will earn with a tiered interest rate use one of the following formulae:

To calculate interest earned	Use this formula
Per day	Balance of your account x applicable tiered interest rate / days in a year = Interest earned
Per month	Balance of your account x applicable tiered interest rate / days in a year x days in the month = Interest earned
Per annum	Balance of your account x applicable tiered interest rate = Interest earned

Below are some examples of how to use the above formulae.

Calculating interest earned PER DAY if your balance is \$15,000 and therefore you will earn 2.50% p.a.

Interest earned =	Balance of your account	x applicable tiered interest rate	/ days in a year
	= \$15,000	x 2.50% p.a.	/ 365 days
	<b>= \$1.03</b>		

## Part B – Your Account cont.

### Calculating interest earned PER DAY if your balance is \$20,000 and therefore you will earn 5.00% p.a.

Interest earned =	Balance of your account	x applicable tiered interest rate	/ days in a year
	= \$20,000	x 5.00% p.a.	/ 365 days
	<b>= \$2.74</b>		

### Calculating interest earned PER MONTH if your balance is \$15,000 for 15 days earning 2.50% p.a., and \$20,000 for 15 days earning 5.00% p.a.

Interest earned =	Balance of your account	x applicable tiered interest rate	/ days in a year	X days in the month
Initial balance of \$15,000 invested for 15 days (A)	= \$15,000	x 2.50% p.a.	/ 365 days	X 15 days
	<b>= \$15.41</b>			
AND after depositing an additional \$5,000 for a further 15 days (+ B)	= \$20,000	x 5.00% p.a.	/ 365 days	X 15 days
	<b>= \$41.10</b>			
<b>TOTAL (A+B)</b>	<b>= 15.41+ \$41.10 = \$56.51</b>			

(= Interest earned on \$15,000 for 15 days plus the interest earned on \$20,000 for 15 days)

**TIP!** To find out the current interest rate on your account please visit our website at [www.ruralbank.com.au](http://www.ruralbank.com.au); visit your local branch; or contact the Customer Service Centre on 1300 660 115.

## 23 ACCOUNT STATEMENTS

Account statements provide a record of all transactions made on the account for the statement period. You should check your account statement and immediately report any discrepancy by either calling our Customer Service Centre on 1300 660 115, by writing to us, or via email at [service@ruralbank.com.au](mailto:service@ruralbank.com.au).

If you have a	Statements are issued
Everyday Account	Six monthly
Gold Cash Management Account	Six monthly
Term Deposit Account	Quarterly and/or at maturity
Farm Management Deposit – variable rate	Six-monthly
Farm Management Deposit – fixed rate	Six-monthly and/or at maturity
Seasonal Account	Monthly
AgriManager®	Monthly
Business Cheque Account	Monthly
Business Manager	Monthly
Everyday Community Account	Six monthly

## 24 OVERDRAWING YOUR ACCOUNT

In the absence of an approved credit facility, your account must be maintained in positive funds at all times.

If you authorise a transaction that will overdraw your account, we are under no obligation to agree to that request. We may debit fees even if it results in your account being overdrawn.

If we exercise our discretion to allow an overdrawing, the following terms apply:

- the amount of the overdrawing is an amount owed by you to us and must be repaid immediately; and
- notwithstanding the above, we may charge interest on the amount overdrawn, calculated daily until that amount is repaid.

Interest is charged at our debit interest rate. Please refer to the Rural Bank website or your local branch for details. You authorise us to debit any such amounts.

### 24.1 Applying for a credit facility

If you require a credit facility to enable you to overdraw your account, you should apply to us for an credit facility. Applications for credit facilities are granted at our discretion. All applications are subject to our normal lending criteria. Additional terms and conditions apply to credit facilities.

## 25 SPECIFIC TERMS AND CONDITIONS FOR TERM DEPOSIT ACCOUNTS

**TIP!** Term Deposits offer the benefit of a fixed return for a fixed period on a fixed amount, therefore you can only make withdrawals and deposits when permitted. Refer to section 25.1 to determine when a withdrawal or deposit is permitted.

### 25.1 Maturing Term Deposit Accounts

Your Term Deposit facility terminates on the maturity date.

We will issue a maturity letter approximately fourteen days prior to the maturity date of your Term Deposit.

Following receipt of the maturity letter, you may instruct us, in writing, that at maturity you want to:

- roll all, or part of, the balance of your Term Deposit Account over into a new Term Deposit Account for the same or a different term at the relevant Term Deposit Account interest rate on the maturity date;
- add funds to your Term Deposit Account and roll the increased balance of the Term Deposit Account over into a new Term Deposit Account for the same or a different term at the relevant Term Deposit interest rate on the maturity date; or
- withdraw all, or part of, and roll over the balance into a new Term Deposit Account, in accordance with one of the methods of withdrawal identified in the "Product comparison table – Features", which is applicable to your Term Deposit Account.

If you wish to roll all of your Term Deposit Account over for the same term, you do not need to do anything. Please note, if the same term is not available the closest available term will be selected at the discretion of the Bank.

If you instruct us to withdraw funds from your Term Deposit Account, that request will be processed on maturity date, thus reducing the balance of your Term Deposit Account. Funds will be disbursed in accordance with your instructions on the maturity date.

**TIP!** The only time you are permitted to make deposits or withdrawals to a Term Deposit is during the renegotiation period. The renegotiation period starts on the maturity date and finishes 10 calendar days later.

In the absence of acceptable instructions regarding the maturity of your Term Deposit Account, a new account will be established. On the maturity date your Term Deposit Account will be rolled over for the same term, provided that same term is still available, at our prevailing Term Deposit interest rate. If the same term is not available the closest available term will be selected at the discretion of the Bank. The interest rate will be determined by the amount of the proceeds of the original account plus any interest and invested for the same term as your original investment. You have 10 calendar days from the maturity date to either:

- withdraw funds; or
- add funds.

If you withdraw funds within ten calendar days after the maturity date, that request for withdrawal will be processed on the day of receipt, thus reducing the balance of your Term Deposit Account, and funds will be disbursed in accordance with your instructions on that day. You will accrue interest on the amount withdrawn from your Term Deposit Account from the maturity date until the date the funds are withdrawn at the prevailing Interest Earning At Call Deposit account interest rate.

In the event that you withdraw part of your funds within ten calendar days after the maturity date and the balance is rolled over into a new facility, the balance of the new facility will be the reduced balance and the interest rate applicable to the new facility will apply to the reduced balance, not the balance of your Term Deposit Account at maturity date.

If you request a withdrawal of funds either at maturity or within ten calendar days after maturity, that request will be processed either on the maturity date or on the day we receive your request as applicable ("relevant day"), and if the proceeds are:

- to be transferred to another account you hold with us, the funds will be transferred to that account on the relevant day; or
- to be transferred to an account held with another financial institution, the funds will be transferred to the other financial institution on the next business day following the relevant day.

If you add funds to your account, the funds will be credited to your Term Deposit Account on the day they are received by us, and the balance of the new facility will be the increased balance. The interest rate applicable to the new facility will apply to the increased balance from the date the additional funds are deposited.

Should you rollover your Term Deposit Account, a new facility will be established, constituting a new account. Once a new facility has been established, we will confirm, in writing, the Term Deposit Account details, including the Term Deposit interest rate.

## 26 SPECIFIC TERMS AND CONDITIONS FOR FMD ACCOUNTS

**TIP!** The taxation implications of investing in an FMD Account depend on your individual circumstances. You should consult your taxation advisor before deciding to invest in an FMD Account.

**TIP!** When transferring an FMD from another financial institution, to preserve the taxation benefit the principal invested must be transferred via EFT.

To enable this process, you will first need to open an FMD Account with us with a \$0 balance.

### 26.1 What is a Farm Management Deposit?

The FMD scheme was established by the Income Tax Assessment Act (1936). It is designed to allow primary producers to set aside pre-tax income in profitable years to establish cash reserves and help meet costs in less profitable years. It enables the management of exposure to seasonal fluctuations and adverse economic events.

The FMD scheme allows primary producers to deduct the amount of any deposit to an FMD Account from their assessable income for the income year in which the deposit is made. Withdrawals made from an FMD Account are then subject to tax in the year in which they are made.

### 26.2 Special terms and conditions

Federal Law states that the following special terms and conditions must apply to your FMD Account for it to qualify as an FMD for the purposes of the FMD scheme. Consequently, these special terms and conditions apply to your FMD Account. A breach of these special terms and conditions will result in the deposit, or some of the deposit, of your FMD Account not qualifying as an FMD. You must read this section very carefully. To the extent that you control these, it is your responsibility to ensure the following special terms and conditions are complied with:

- (a) You must be a primary producer when the deposit is made.
- (b) Your FMD Account can only be opened in your name and cannot be held jointly, or otherwise, with any other person.
- (c) The deposit must not be made:
  - (i) by a trustee of a trust estate on behalf of a beneficiary, unless the beneficiary is presently entitled to a share of the income of the trust estate and is under a legal disability; or
  - (ii) otherwise by a person in his or her capacity as a trustee.
- (d) Your rights as depositor in respect to your FMD Account are not transferable to another person.
- (e) You must not, at any time while you hold a FMD Account with us, hold a FMD Account with any other financial institution.
- (f) A deposit made to your FMD Account must be \$1,000 or more.
- (g) The total amount deposited to your FMD Account at any one time must not be more than \$400,000, and the total balance of all of your FMD Accounts must not exceed \$400,000 at any time.
- (h) A charge or other encumbrance must not be created over your FMD Account as security for any amount payable by you or any other person to us or to any other person.
- (i) Interest or other earnings on your FMD Account must not reduce your liability to pay interest to us on loans or other debts you have.
- (j) Interest or other earnings on your FMD Account must not be invested in an FMD Account with us without having first been paid to you.

## Part B – Your Account cont.

In addition to the above, the following special conditions must be satisfied by us in relation to your FMD Account, and we will comply with them:

- (k) We must repay your FMD Account(s) if:
  - (i) you die;
  - (ii) become bankrupt; or
  - (iii) you cease to be a primary producer for at least 120 days.
- (l) Except where the entire amount of your FMD Account is repaid by us, the amount of any repayment must be \$1,000 or more.
- (m) At your written request, and upon receipt of any information or other assistance necessary for the purpose, we must electronically transfer the balance of your FMD Account to another financial institution that agrees to accept it as an FMD.

**Note:** Reduced interest may apply if a fixed rate FMD is transferred prior to its maturity date (refer to section 21.3 for details).

- (n) We must not deduct from your FMD Account (whether at the time the deposit is made, while it is with us, or at the time of its repayment) any administration fee or other amount required by us to be paid in respect to the FMD Account or otherwise.

### 26.3 Eligibility for tax benefit

You are entitled to deduct the total dollar amount of deposits made to your FMD Account in an income year from your assessable income for the year of the income if:

- (a) you are the owner of the FMD made in the year of income;
- (b) your taxable non-primary production income for the year of income is not more than \$65,000; and
- (c) you did not during the year of income:
  - (i) become bankrupt; or
  - (ii) cease to be a primary producer for 120 days or more (whether or not falling entirely within the year of income).

The taxation deduction that you claim must not exceed your taxable primary production income for the year of income.

Taxation benefits are not retained for deposits or part of deposits withdrawn in the first twelve months of the deposit being made, unless the withdrawal is made:

- (a) in exceptional circumstances (refer to section 26.5 for details);
- (b) because the owner:
  - (i) dies;
  - (ii) becomes bankrupt; or
  - (iii) has requested the deposit be transferred to another financial institution.

Taxation benefits are retained for any part of a deposit remaining after a withdrawal in the first twelve months of the deposit being made if:

- (a) it remains in the FMD Account for at least twelve months; and
- (b) the residual amount does not fall below \$1,000.

For these purposes, deposits made with us as a result of one or more transfers from another financial institution may be taken to be made when the deposit was made with the first financial institution, provided certain criteria are met. For more information, contact our Customer Service Centre on 1300 660 115, or visit your local branch.

Withdrawals made twelve months after the date of deposit for which a deduction was claimed are considered to be assessable income. The withdrawal forms part of the installment income for the installment period under the Pay As You Go system.

Interest earned on an FMD Account is assessable in the year that it is earned.

### 26.4. Maturing fixed rate FMD Accounts

**TIP!** 3 month or 6 month fixed rate FMDs are available to assist you with managing your interest income. At maturity, they must be to rolled for further periods for at least 12 months in order to retain the taxation benefits associated with FMDs.

Your fixed rate FMD terminates on the maturity date.

We will issue a maturity letter approximately fourteen days before the maturity date of your fixed rate FMD Account.

Following receipt of the maturity letter, you may instruct us, in writing, that at maturity you want to:

- roll all, or part of, the balance of your fixed rate FMD Account over into a new fixed rate FMD for the same or a different term at the relevant FMD fixed interest rate on the maturity date;
- add funds to your fixed rate FMD Account and roll the increased balance of the fixed rate FMD Account over into a new fixed rate FMD for the same or a different term at the relevant fixed rate FMD interest rate on the maturity date;
- roll all, or part of, the balance of your fixed rate FMD Account over into a new floating rate FMD Account; or
- withdraw all, or part of, and roll over the balance of the funds in your fixed rate FMD Account into a new fixed rate FMD Account or floating rate FMD Account.

If you wish to roll all of your fixed rate FMD over for the same term, you do not need to do anything.

If you instruct us that you wish to withdraw funds from your fixed rate FMD Account, that request will be processed on the maturity date, thus reducing the balance of your fixed rate FMD Account. Funds will be disbursed in accordance with your instructions on the maturity date.

In the absence of acceptable instructions regarding the application of the proceeds of your account at maturity, your fixed rate FMD Account will be rolled over into a new fixed rate FMD Account at our prevailing fixed rate FMD interest rate on the maturity date, of the amount of the proceeds and for the same term as your original FMD Account. You have ten calendar days from the maturity date to either:

- withdraw funds; or
- add funds.

If you withdraw funds within ten calendar days after the maturity date, that request for withdrawal will be processed on the day of receipt, thus reducing the balance of your fixed rate FMD Account. Funds will be disbursed in accordance with your instructions on that day. You will accrue interest on the amount withdrawn from your fixed rate FMD Account from the maturity date until the date the funds are withdrawn at the prevailing Interest Earning At Call Deposit account interest rate. That interest will be paid in accordance with the interest payment method you selected on your account application form.

In the event that you withdraw part of your funds within ten calendar days after the maturity date and the balance is rolled over into a new fixed rate FMD Account, the balance of the new fixed rate FMD Account will be the reduced balance, and the interest rate applicable to the new fixed rate FMD Account (which may be less than the interest rate payable if there was no withdrawal) will apply to the reduced balance, not the balance of your fixed rate FMD Account at the maturity date.

If you request a withdrawal of funds either at maturity or within ten calendar days after maturity, that request will be processed either on the maturity date, or on the day we receive your request as applicable ("relevant day"), and if the proceeds are:

- to be transferred to another account you hold with us, the funds will be transferred to that account on the relevant day; or
- to be transferred to an account held with another financial institution, the funds will be transferred to the other financial institution on the next business day following the relevant day.

If you add funds to your fixed rate FMD Account, the funds will be credited to your fixed rate FMD Account on the day they are received by us, and the balance of the new fixed rate FMD Account will be the increased balance. The interest rate applicable to the new fixed rate FMD Account will apply to the increased balance from the date the additional funds are deposited.

If all, or part of, your fixed rate FMD is immediately reinvested as a fixed rate FMD with us, the reinvestment does not involve the repayment of the FMD Account, or the making of a new FMD Account for taxation purposes.

### 26.5 Withdrawal within twelve months of deposit

If you withdraw all, or part of, the balance of your FMD Account within twelve months of the date it was deposited, the amount withdrawn will not, and will never have been, taken to be part of an FMD for the purposes of the FMD scheme unless:

- (a) exceptional circumstances apply and the deposit was made before the declaration of exceptional circumstances;
- (b) the repayment is required as a result of your death or bankruptcy; or
- (c) the withdrawal is the result of a written request by you to transfer your FMD Account to another financial institution.

A withdrawal in exceptional circumstances occurs if:

- (a) the withdrawal is made in the financial year following the financial year in which the deposit was made;
- (b) at the time of the withdrawal, your primary production business is carried on wholly or partly in an area that is covered by a declaration of exceptional circumstance (as referred to in paragraph 8 (c) of the Rural Adjustment Act (1992)), that was not in force when the deposit was made; and
- (c) at the time of the withdrawal, or within three months after the end of the financial year in which the withdrawal is made, an exceptional circumstances certificate (which the meaning of is outlined in subsection 8A (2) of the Farm Household Support Act (1992)) is issued in respect to you.

Any subsequent deposit made by you, or on your behalf, in the financial year in which the withdrawal is made, is taken never to have been an FMD for the purposes of the FMD scheme. Any balance remaining from prior to your withdrawal continues to be covered by the FMD scheme only if it is at least \$1,000 and it remains in the FMD Account for at least twelve months.

Where a deduction has been claimed in a prior year of income for the part of an FMD that was withdrawn within twelve months of the deposit, you are not able to retain the tax benefit of the deduction and you need to request an amendment of your assessment for that prior income year. Where more than one withdrawal has been made within twelve months at different times, it may be necessary to request additional amended assessments.

### Example (assuming none of the exceptions set out previously, such as exceptional circumstances, apply)

On 1 November 2006, a primary producer made a \$10,000 deposit into an FMD Account. For the income year ending 30 June 2007, the farmer claimed a deduction of \$10,000. On 1 September 2007, the farmer has to withdraw \$7,000 from the FMD Account.

The \$3,000 remaining in the FMD Account still qualifies for the deduction, providing it remains in the account until 1 November 2007.

The \$7,000 withdrawn is not, and is taken never to have been part of an FMD Account. Consequently, the deduction for the year ended 30 June 2007 has to be reduced by \$7,000.

**Note:** This example is for illustration purposes only. The actual outcome should you make a withdrawal from an FMD within twelve months of making a deposit depends on your particular circumstances at the time. You should seek financial advice prior to making the decision to transact on your FMD.

### 26.6 Withdrawal upon death

If you die, the balance of your FMD Account becomes payable at that time, and is assessable income in that financial year to the extent that it has previously been claimed as a deduction.

## 27 SPECIFIC TERMS AND CONDITIONS FOR THE EVERYDAY COMMUNITY ACCOUNT

To open an Everyday Community Account, you must be a Not-For-Profit organisation and must provide one of the following:

- a memorandum and articles of association or constitution stating 'not-for-profit' status;
- trust deed (if it is a trust);
- a written notice from the Australian Taxation office confirming:
- endorsement as an income tax exempt charity (ITEC);
- endorsement as a deductible gift recipient (DGR); or
- registration or association with other regulatory bodies that require non-profit status, and/or the particular community purpose for registration.

## Part C – Accessing your accounts

### 28 ACCESSING AND OPERATING AN ACCOUNT

#### 28.1 Over the counter services

Over the counter services (including deposits to your account, account opening and account information) are provided to you on our behalf by Elders Rural Services, Bendigo and Adelaide Bank Limited and Community Banks<sup>®</sup> and other agents (limited to account opening). You acknowledge that:

- Over the counter cash withdrawals are not available (excluding Bank@Post<sup>®</sup>);
- Corporate and bank cheque withdrawal requests are subject to cut-off times and are not available on demand over the counter (please refer to section 29.8); and
- Elders Rural Services, Bendigo and Adelaide Bank Limited and Community Banks<sup>®</sup> and other agents we appoint may receive, collect and disclose to each other personal information you provide us that relates to your account and your use of your account. Both they and we may use that information for purposes relating to administration of your account and also for direct marketing to you, business planning, product development and customer data analysis.

#### 28.2 Depositing cheques into your account

The proceeds of cheques and other instruments deposited are not available until cleared and paid, which usually takes a minimum of three business days but may take up to eight business days when deposited in/at Australia Post outlets including Bank@Post transactions.

For joint accounts, we may accept a cheque payable to any one account holder into the account.

A cheque must be deposited within fifteen months from the date the cheque was drawn or it will become stale and is no longer valid.

#### 28.3 Inactive accounts

We may be required to transfer your money to the Commonwealth Government (as unclaimed money) if your account is not operated for seven years and has a balance of \$500 or more.

If you do not operate your account for three years, we may charge an annual dormant account fee in order to meet the costs of maintaining account records. Refer to the Schedule of Fees and Charges booklet that forms part of the Terms for details about the fee. If there is not enough money in your account to cover the fee, your account will be automatically closed.

We will send you a letter prior to the deduction of any dormant account fee advising you that your account is dormant and that you have the following options:

- you can make a transaction to re-activate the account;
- you can close the account; or
- you can close the account and open another account that is more suitable to your needs.

#### 28.4 Our right to cancel a payment product

##### Payment products

Payment products include the following facilities or services offered by us:

- Rural Bank Internet Banking
- Pay Anyone
- Automatic payments (direct debits and periodical payments)
- Rural Bank Phone Banking
- Visa Debit card
- Cheques (incorporating cheque books, corporate and bank cheques)
- BPAY<sup>®</sup>
- Staff-assisted transfers
- Bulk Payments

We may, at our absolute discretion, cancel a payment product at any time without providing notice to you. Without limiting the circumstances in which we may cancel a payment product, we may cancel a payment product if:

- (a) we believe your card, cheque book, PIN, access ID, security token, or any other access method, are being used, or will be used, in a way that will cause loss to you or us;
- (b) we reasonably believe you induced us to issue the payment product by fraud;
- (c) you or an authorised signatory breached any of these terms and conditions;
- (d) we close your account; or
- (e) in the case of Rural Bank Internet Banking and Phone Banking services, the security or quality of the service is threatened.

If we cancel a payment product, we will notify you as soon as possible. However we will not notify you if we cancel a direct debit or periodical payment after being advised by the payee that no further payment is required, or if your account is closed.

You may cancel a payment product as set out in sections 29.7, 30.2, 30.3, 32.9, 34.6 and 33.10.

If your card is cancelled, you must immediately return to us all cards issued to you or an additional cardholder (cut in half through the magnetic strip for your protection). You are liable for any transaction you or any additional cardholder makes until the card is returned to us, and all legitimate outstanding transactions. If you use your card after it is cancelled, we can tell any merchant that the card has been cancelled.

If your cheque book facility is cancelled, you must immediately return to us all unused cheques. We may dishonour any cheque presented after the cancellation of your cheque facility. You are liable for any cheques presented after cancellation that have not been dishonoured.

If your access to Rural Bank Internet Banking and/or Phone Banking services is cancelled, we may refuse any transaction you initiate via these facilities without giving any reason or advance notice to you.

### 28.5 Transaction limits

We may, at our discretion, set and vary limits (maximum and minimum) whether by number, amount and/or period of time for certain payment products, each transaction using a payment product, cumulative transactions using a payment product or combination of payment products. Without limiting the above we may set dollar limits for:

- (a) cash withdrawals;
- (b) Internet Banking and Phone Banking transfers;
- (c) Internet Banking and Phone Banking payments including Pay Anyone and Bulk Payments; and
- (d) BPAY® payments.

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.

### 28.6 Receipts and vouchers

When you use Rural Bank equipment to access your account, we will provide you with a record of your transaction, unless you specify that a record is not required. You must check your record of the transaction and keep it to reconcile to your account statement.

We strongly advise you to keep receipts and vouchers in a safe place, as you may need them to perform actions such as complete tax returns, confirm payments that have been made for goods and services, confirm what payments and cheques have not been presented, and therefore determine how much money you have in your account at any one time.

If you misplace any of your receipts or vouchers, or you need us to provide you with information about any of your transactions such as cheques you have written, we can help by conducting a search of our records. A fee may apply for this service to cover our costs. Refer to the Schedule of Fees and Charges booklet for more information.

We are not obliged to provide you with copies of merchant or transaction vouchers.

### 28.7 Authorised signatories

The terms and conditions in this document apply to any other authorised signatory who uses a payment product in the same way as they apply to you. You should ensure that any authorised signatory has read these terms and conditions and complies with them as if they were you.

## 29 CHEQUES

This section applies if you request and obtain a bank or corporate cheque, or if we issue you with a cheque book. The table below indicates the account types whereby you can access your account via cheque.

Account	Bank and/or Corporate cheque	Cheque book facility
Everyday Account	✓	✓
Gold Cash Management Account	✓	✓
Term Deposit Account	✓	✗
Farm Management Deposit Accounts	✓	✗
Seasonal Account	✓	✓
AgriManager®	✓	✓
Business Cheque Account	✓	✓
Business Manager	✓	✓
Everyday Community Account	✓	✓

✓ = Available, ✗ = Not available

Rural Bank is not an over-the-counter 'cash out' bank, therefore a payee or bearer of a Rural Bank cheque is not able to 'cash' the cheque at any branch or agency. Any cheques need to be deposited in an account held with a financial institution. However if required, a cheque encashment facility can be arranged for you upon request.

### 29.1 Cheque books

A cheque book is convenient if you need to write cheques regularly, as it saves you both time and money, as opposed to using a corporate or bank cheque.

You must be an Australian citizen, New Zealand citizen residing in Australia, or permanent resident and aged at least eighteen years of age before we will issue you a cheque book. A separate cheque book is issued for each account for which you are granted cheque book access.

Cheque books are available in three sizes, 50, 100 or 200 leaf.

You can nominate to have your cheque book sent to the mailing address last recorded with us for the account to which it relates, or to collect it from any branch or agency of Rural Bank.

Cheque book reordering	Cheque book size		
	50 leaf	100 leaf	200 leaf
A cheque book is automatically reordered after the presentation of the...	Thirtieth cheque	Seventieth cheque	One hundred and fiftieth cheque

You can also order a new cheque book via Rural Bank Internet Banking, or by calling our Customer Service Centre on 1300 660 115.

A fee may apply to each cheque that is debited to your account and for other events relating to the use of cheques. Refer to the Schedule of Fees and Charges booklet for more information.

You authorise us to enter into arrangements with Bendigo Bank to enable us to provide the cheque book facility to you, and if necessary, to provide value to Bendigo Bank for cheques drawn on your account to subsequently obtain reimbursement by debiting that amount to your account.

### 29.2 Issuing and writing cheques

Your right to use cheques that have been issued by us is at all times at our discretion. We reserve the right at any time to suspend or withdraw those rights and facilities or to refuse to pay any cheque. The cheque facility is not available for use outside Australia. Any cheque book remains our property, and if we ask, it must be returned to us.

You may only write cheques on the forms we supply or approve. All cheques that you write must be completed clearly and signed by an authorised signatory. An authorised signatory should only sign a cheque after it has been completed in full. Where you have advised us that an account is "two to sign", two authorised signatories must sign the cheque.

If there is a difference between the amount in words and the amount in figures on any cheque, the lower figure will apply.

When cheques are presented for payment, we will process them in the order in which they are received.

### 29.3 To reduce the risk of cheque fraud

You must take reasonable care to prevent fraud occurring in relation to your cheque book facility including, where you are not a natural person, having appropriate procedures in place to minimise the risk of forgery or fraudulent alteration or drawing of a cheque. You must immediately advise us if you have any reason to believe that a cheque has been forged, drawn or altered without your authority, and of any change to the identity of any authorised signatory.

You must keep your cheque book and all unused cheques in a safe place at all times. This will help reduce the risk of loss or theft.

You must keep your cheque book separate from any plastic cards or other material that bears your signature. You must not leave signed, blank cheques in your cheque book.

When filling out a cheque, you (or your authorised signatory) should always write the amount of the cheque in words as well as figures, as words are more difficult to alter. You (or your authorised signatory) should:

- (a) try not to leave any gaps between the words or figures;
- (b) begin the amount in words with a capital letter as close as possible to the words 'The sum of', and draw a line from the end of the amount in words to the printed dollar sign (\$);
- (c) add the word 'only' after the amount in words;
- (d) begin the amount in figures as close as possible to the printed dollar sign (\$);
- (e) date the cheque; and
- (f) initial any alterations.

You should never write on a cheque with pencil or erasable ink.

### 29.4 Authorised signatories

The issuing of a cheque by an authorised signatory authorises us to debit your account with the amount of the cheque where signed by an authorised signatory in accordance with the account operating instructions. An authorised signatory should only write a cheque if you have sufficient available funds in your account. You must ensure that cheques are only signed by authorised signatories and only in accordance with the account operating instructions.

### 29.5 Different ways of writing cheques

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

Crossing a cheque means drawing two parallel lines (typically from top to bottom) on the face of the cheque. When you cross a cheque, you are telling the bank that the cheque must be paid into an account with a financial institution and not be cashed. All cheques drawn on an Rural Bank account should be crossed as cheques cannot be cashed.

#### 29.5.2 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, if your cheque has been stolen and passed by a thief to an innocent person, you will be able to recover the amount paid on your cheque from the innocent person (or the thief if they are found). This is because the thief has no rights to the cheque and therefore has passed no rights on to the innocent person.

#### 29.5.3 What is the meaning of 'account payee only'?

These words on a cheque are a warning to a financial institution with whom the cheque is deposited that the cheque should only be paid to the person named in the cheque as payee.

#### 29.5.4 What is the significance of deleting 'or bearer'?

The words 'or bearer' mean that (except in the case where the cheque is crossed and must therefore be paid into an account) the bank on which the cheque is drawn has authority to pay it to any person in possession of the cheque, 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. If you delete these words, the cheque becomes an 'order' cheque.

If a cheque is an 'order' cheque, except in cases where the cheque is crossed and must therefore be paid into an account, the bank on which the cheque is drawn should only pay it:

- (a) to the named payee; or
- (b) to any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

#### TIP!

**If you want a cheque you have written to only be paid to the intended recipient (payee) you should delete the 'or bearer' text.**

**Please note: The payee may still transfer the rights to the cheque to another person by endorsing the reverse side of the cheque.**

### 29.6 Stopping a cheque payment

You may request to stop the payment on a cheque that has not yet been presented. To request a cheque to be stopped, you must confirm your request in writing, and provide us with the following details:

- the account upon which the cheque is drawn;
- the cheque number of the cheque you want stopped;
- the amount of the cheque;
- the payee details of the cheque;
- the date on which the cheque was written; and
- a reason for the cheque cancellation.

If you would like to stop a cheque, it is important you advise us as soon as possible. To arrange for a cheque to be stopped, contact our Customer Service Centre on 1300 660 115, visit your local branch, or lodge a request via Internet Banking.

**TIP!** To lodge a request to cancel a cheque via Internet Banking select the Customer Services menu and select the 'Request to cancel a cheque' option.

A fee may apply to each cheque stop you request. Refer to the Schedule of Fees and Charges booklet for more information.

### 29.7 Cancelling your cheque book facility

You may cancel your cheque book facility by returning any unused cheques and providing a request in writing to the address set out in section 1, or by visiting your local branch. You must then comply with the requirements set out in section 28.4 regarding cancelled cheque facilities.

### 29.8 Bank and corporate cheques

Bank cheques are drawn on a bank instead of you writing a cheque on your account. If you require a bank cheque, we can arrange for one to be issued to you by the Commonwealth Bank of Australia (CBA).

A corporate cheque is similar to a bank cheque in that it is a cheque drawn against a financial institution, however corporate cheques are drawn against the financial institution's account which is held with another financial institution. Corporate cheques contain the logos of both financial institutions.

To arrange a bank or corporate cheque, your request must be made in writing. You can submit a request at your local branch, or by sending the request to our Customer Service Centre address as set out in section 1. If we agree to your request, we will post the bank or corporate cheque to you.

Requests for bank cheques must be received at our Customer Service Centre by 2.00pm (Adelaide time) on a business day in order for the bank cheque to be collected from your local CBA branch that same day. Any requests made after 2.00pm (Adelaide time) will be available to be collected from your local CBA branch on the next business day.

Requests for corporate cheques must be received at our Customer Service Centre by 3.30pm (Adelaide time) on a business day in order for the corporate cheque to be posted that same day. Any requests made after 3.30pm (Adelaide time) will be posted on the next business day.

Fees may apply to each bank and corporate cheque you request, and for other events relating to bank and corporate cheques. Refer to the Schedule of Fees and Charges booklet for more information.

### 29.9 Cheque dishonours

#### 29.9.1 Cheque dishonours

We may, at our discretion, dishonour a cheque if:

- you have insufficient available funds in your relevant account to cover the cheque;
- the cheque has not been completed correctly or is incomplete (including, but not limited to, a cheque that is unsigned, undated, post dated (i.e. dated for some time in the future), stale, has no payee stated, or has been materially altered and you have not authorised the alteration);
- you have instructed us to stop payment on the cheque; or
- we have received notice of your mental incapacity, bankruptcy or death.

If your account is closed, or your cheque book facility is cancelled, we may dishonour any cheque presented after closure or cancellation, unless you make other arrangements with us.

Our right to take action to recover money you owe us is not prejudiced by any decision we make to meet payment on any cheque.

A fee may apply to each cheque dishonour. Refer to the Schedule of Fees and Charges booklet for more information.

#### 29.9.2 Bank and corporate cheque dishonours

Although most people regard bank and corporate cheques as cleared funds, they are not equivalent to cash. A bank may dishonour a bank or corporate cheque if:

- the signature of an officer of a bank is forged or placed on a bank or corporate cheque without the bank's authority;
- the bank or corporate cheque has been fraudulently or materially altered;
- a fraud or other crime has been committed;
- the bank is told the bank or corporate cheque is lost or stolen;
- there is a court order restraining the bank from paying a bank or corporate cheque; or
- the bank has not received payment or value for the issue of the bank or corporate cheque.

If a bank or corporate cheque is lost, destroyed, or stolen, we may provide a replacement bank or corporate cheque. A fee may apply to each replacement bank or corporate cheque. Refer to the Schedule of Fees and Charges booklet for more information.

### 29.10 Lost or stolen cheques and cheque books

If your cheque book, or any cheque, is lost, stolen or misused, you must notify us as soon as possible by contacting our Customer Service Centre on 1300 660 115, or by visiting your local branch.

If your cheque or cheque book is lost, stolen or misused, other people may be able to withdraw money from your account without your permission. You may be held liable for any unauthorised transaction occurring on your account before you notified us, and you authorise us to debit any such amounts for which you are liable to your account.

### 29.11 Liability and indemnity – cheques

We are not responsible for, or liable for:

- any arrangement or transaction that is conducted or processed by us on your behalf;
- the dishonour or failure to dishonour any cheque;
- any delay or failure in processing a transaction on your behalf; and
- any other actions taken or not taken in relation to a cheque, bank cheque or corporate cheque.

You release us from, and indemnify us against, any liability we may have if you request that any cheque be stopped or dishonoured, or if any stop payment instruction is received too late to prevent payment of the cheque, or if any cheque is lost, stolen, defaced or destroyed, or if we suffer any loss, cost or expense as a result of your stopping payment of a cheque, or breaching your obligations under this section.

## 30 AUTOMATIC PAYMENTS

This section applies if you arrange to have an automatic payment (direct debit or periodical payment) made from your account. Automatic payments are not available on all accounts. Refer to the table below for the account types from which automatic payments may be made.

Account	Direct Debits	Periodical Payments
Everyday Account	✓	✓
Gold Cash Management Account	✓	✓
Term Deposit Account	✗	✗
Farm Management Deposits	✗	✗
Seasonal Account	✓	✓
AgriManager®	✓	✓
Business Cheque Account	✓	✓
Business Manager	✓	✓
Everyday Community Account	✓	✓

✓ = Available ✗ = Not available

### 30.1. Types of automatic payments

You can authorise us to arrange for regular payments to be made automatically from your account to a specified payee(s) on pre-set dates as advised by you.

There are two types of automatic payments:

Automatic payment type	Description
(1) Direct debit	Refers to a company, organisation or fund that is to receive money (referred to in section 35 as a “biller”) and sends direct debits to your account according to an authority which you set up through that biller, allowing us to make these payments.
(2) Periodical payment	Refers to when we make regular payments from your account to another account held with us or another financial institution, or to a third party.

You must ensure that you have sufficient cleared funds available in your account from which an automatic payment will be made, to enable that payment to be made. If the payment date falls on a day other than a business day, those funds must be available by 10.00am (Victorian time) on the previous business day.

If you have insufficient funds in your account:

- Any direct debits will be returned unpaid (dishonoured) to the originating third party and a fee may be debited to your account. Refer to the Schedule of Fees and Charges booklet for more information.
- For periodical payments, we will attempt to make payment from your account before 8.00am (Victorian time) for four consecutive business days. If the transaction is unsuccessful on the fourth business day, a fee will be debited to your account. Refer to the Schedule of Fees and Charges booklet for more information. If you have insufficient funds in your account on three consecutive payment due dates, the authority will be cancelled.

Subject to these conditions, when you instruct us to make a payment to an account held with another financial institution, we will endeavour to make that payment to the BSB number and account number you advise us. If you give us instructions to make a payment on a business day after 10.00am (Victorian time) on that business day, we may process that payment the following business day.

Fees may apply to automatic payments. Refer to the Schedule of Fees and Charges booklet for more information.

### 30.2 Direct debits

To establish a direct debit, the biller will supply a Direct Debit Request Service Agreement for you to complete and sign, which provides them with the authority to arrange regular debits to your account.

The details regarding timing of the payment(s) will be outlined in the Direct Debit Request Service Agreement you enter into with the biller.

#### 30.2.1 Cancelling a direct debit

To cancel a direct debit, you are required to contact the relevant biller.

### 30.3 Periodical payments

You can arrange a periodical payment at any time by providing written instructions to either our Customer Service Centre via the address set out in section 1, or to your local branch.

You must give us the information we require to enable us to make a periodical payment. This information includes:

- the details of the account from which the periodical payment will be sent (account number and name);
- the details of the account to which the funds will be sent (the BSB, account number, account name, financial institution details and a payment reference);
- the amount and frequency; and
- the start date, and the end date (if known).

You must check that all information you give to us is correct (including, but not limited to, the BSB and the account number). We do not check, and are not responsible for checking, that any information you give to us is correct, including whether the BSB and account numbers correspond to the financial institution and account name which you advise us. You are liable for any payment we carry out in accordance with your instructions.

We will process the payment in accordance with the instructions given by you at the time the periodical payment is established (or as subsequently varied).

#### 30.3.1 Cancelling a periodical payment

To cancel a periodical payment, you must advise us, either in writing to the address set out in section 1, or by visiting your local branch.

If you cancel a periodical payment, we must receive your instructions at least one business day prior to the due date of the next payment, otherwise that payment may still be made.

### 30.4 Liability – automatic payments

To the extent permitted by law, and subject to any other provisions of these terms and conditions, we are not liable for any loss or damage you suffer as a result of using an automatic payment facility or any delay, omission or failure in respect to any payment. Without limitation, this includes, if you request us to make a payment to an account held with another financial institution, that we are not liable for any loss or damage you suffer as a result of:

- any delay or failure to make a payment which results from a technical failure in the system we use to make a payment from your account held with us to another financial institution; and
- any omission, delay or failure on the part of the other financial institution in processing that payment.

If we debit or credit your account under an automatic payment arrangement, we are not acting as your agent or the agent of another person. We are not liable for any loss or damage to you from us not acting as you require.

## 31 STAFF-ASSISTED TRANSFERS

There are three staff-assisted transfer options. The table below lists the account types from which staff-assisted transfers can be made.

Account	Internal Account	External Account	Real time EFT
Everyday Account	✓	✓	✓
Gold Cash Management Account	✓	✓	✓
Term Deposit Account	✓	✓	✓
Farm Management Deposit Accounts	✓	✓	✓
Seasonal Account	✓	✓	✓
AgriManager®	✓	✓	✓
Business Cheque Account	✓	✓	✓
Business Manager	✓	✓	✓
Everyday Community Account	✓	✓	✓

✓ = Available ✗ = Not available

Fees may apply to staff-assisted transfers. Refer to the Schedule of Fees and Charges booklet for more information.

Additional information regarding the recipient account must be provided if you have a non-verified account (i.e. non-verified means you and your account operators have not completed the RB's Customer identification process. Please refer to section 31.4 for details.

### 31.1 Internal account – staff-assisted transfer

An 'internal account – staff-assisted transfer' refers to the transfer of funds from your Rural Bank account to another Rural Bank account held by you or someone else.

You can request an 'internal account – staff-assisted transfer' of funds by contacting our Customer Service Centre on 1300 660 115, or by visiting your local branch. An 'internal account – staff-assisted transfer' request can only be actioned over the phone if the transfer is between two accounts in the same name. If you want to request a transfer of funds to an account in another name, instructions must be provided in writing, and signed by an authorised signatory or signatories.

You are required to provide us with the following information, together with such other information as we may require at the time:

- the amount of the transfer;
- details of the account from which the funds are to be transferred;
- details of the account to which the funds are being transferred; and
- if making a request over the phone, certain details to confirm your identity.

When all relevant information has been supplied, your request will be processed. This usually occurs on the same day if it is during normal business hours at the office you make the request.

### 31.2 External account – staff-assisted transfer

An 'external account – staff-assisted transfer' refers to the transfer of funds to an account held with another financial institution within Australia.

All 'external account – staff-assisted transfer' requests must be made in writing and sent to our mailing address as set out in section 1, or completed at your local branch.

You are required to provide us with the following information, together with such other information as we may require at the time:

- the details of the account from which the funds are being transferred;
- a valid BSB number for the financial institution to which the funds will be transferred;
- a valid account number and account name for the account to which the funds will be transferred;
- the amount of the transfer; and
- valid signature(s) to authorise the transaction.

#### 31.2.1 'External account – staff-assisted transfer' cut off times

If your 'external account – staff-assisted transfer' request is received at our Customer Service Centre by 2.30pm (Adelaide time) on a business day, your request will usually be processed (and debited from your account) on the same day. Requests received after 2.30pm (Adelaide time), or on a non-business day, will usually be processed (and debited from your account) on the next business day. The payment will in most cases be credited on the next business day, although this can depend on the identity of the recipient's financial institution.

### 31.3 Real time electronic funds transfers

A real time electronic funds transfer refers to a transfer of funds that is sent 'real time' (also referred to as a real time gross payment), or on the same day, to an account held with another financial institution within Australia. Not all financial institutions can accept 'real time' payments, so it is advisable to seek confirmation from the financial institution to which the funds are being sent.

All real time electronic funds transfer requests must be made in writing, and forwarded to our Customer Service Centre. Refer to section 1 for contact details.

You are required to provide us with the following information, together with such other information as we may require at the time:

- the account details for the account from which the funds are being transferred from;
- a valid BSB number for the financial institution to which the funds will be transferred;
- a valid account number and account name for the account to which the funds will be transferred;
- the amount of the transfer; and
- valid signature(s) to authorise the transaction.

#### 31.3.1 Real time electronic funds transfer cut off times

If your real time electronic funds transfer request is received at our Customer Service Centre by 2.30pm (Adelaide time) on a business day, your request will usually be processed (and funds debited from your account) on the same day. Requests received after 2.30pm (Adelaide time), or on a non-business day, will usually be processed (and debited from your account) on the next business day. The payment will in most cases be credited on the next business day, although this can depend on the recipient's financial institution.

### 31.4 Additional requirements for non-verified accounts

Additional information must be provided regarding the account you wish to transfer to (the 'recipient account') if you have a non-verified account. A non-verified account means you and your account operators have not completed the RB Customer identification process for the account.

Before we will process a staff-assisted transfer from your non-verified account you must provide us with an original account statement for the recipient account. The original bank or financial institution account statement:

- must be in the same name as your account;
- must be less than six months old when it is received by us; and
- cannot be a credit card account statement.

### 31.5 Liability – staff-assisted transfers

To the extent permitted by law, and subject to any other provisions of these terms and conditions, we are not liable for any loss or damage you suffer as a result of using the staff-assisted transfer services, or any delay, omission or failure in respect to any payment. Without limitation, this includes, if you request us to make a payment to an account held with another financial institution, we are not liable for any loss or damage you suffer as a result of:

- any delay or failure to make a payment which results from a technical failure in the system we use to make a payment from your account with us to another financial institution; and
- any omission, delay or failure on the part of the other financial institution in processing that payment.

If we debit your account, we are not acting as your agent or the agent of another person. We are not liable for any loss or damage to you from us not acting as you require.

## 32 VISA DEBIT CARD

This section applies if you or an additional cardholder have been issued with, or requested, a Visa Debit card ('card'). The table below lists the accounts with which a Visa Debit card may be used.

Account	Visa Debit card
Everyday Account	✓
Gold Cash Management Account	✓
Term Deposit Account	✗
Farm Management Deposit Accounts	✗
Seasonal Account	✓
AgriManager®	✓
Business Cheque Account	✓
Business Manager	✓
Everyday Community Account	✓

✓ = Available ✗ = Not available

**Note:** Refer to sections 38 and 39 for additional terms relating to your liability, use and security of your card and PIN.

### 32.1 Your card

We will only issue a card to persons who are Australian citizens, New Zealand citizens residing in Australia, or permanent residents and twelve years of age or more.

A card will only be issued to a minor if a parent or legal guardian provides written authorisation by signing a 'Minor's Account Access Authorisation' form. The parent or legal guardian will be liable for all transactions conducted by a minor and indemnifies us from any liability.

A card may only be used in conjunction with one Rural Bank account. In other words, a separate card will be issued for each account for which you are granted card access.

The issue and use of a card is at all times at our discretion. The card will always remain our property and must be returned to us on demand.

We may issue replacement cards at any time. If we issue a replacement card to you or an additional cardholder, you or the additional cardholder must not use the card it replaces, and you remain liable for any use of the replaced card. Refer to the Schedule of Fees and Charges booklet for any fees that may apply.

Prior to the expiry date of a card, we will automatically issue a renewal card unless you request us, in writing, not to do so. At least two months prior to the expiration of a card, you or an additional cardholder must notify us of any change of address. This will ensure our records are up to date in the event that we mail a reissued card directly.

You must sign your card as soon as you receive it and ensure that any additional cardholder also immediately signs his or her card. A card may not be accepted unless it has been signed. A card is only valid for the period shown on it.

You must choose a password for your card. We may ask you for this password at any time as further proof of your identity.

A cardholder may be required to produce suitable identification when using a card.

### 32.2 Using your card

#### 32.2.1 Within Australia

A card can be used at any ATM that displays the Visa logo to:

- make withdrawals from your account (subject to you having available funds in your account); and
- obtain account balances for your account.

Other financial institutions can determine from time to time what transactions can be carried out on their ATMs.

A card can be used at a Bank@Post® terminal to:

- make withdrawals from your account (subject to you having available funds in your account);
- obtain account balances for your account; and
- make deposits to your account.

A card can be used at any EFTPOS terminal in Australia to purchase goods and services. Cash may also be withdrawn from your account, providing the merchant operating the EFTPOS terminal has a policy that allows for cash withdrawals, and subject to you having available funds in your account.

#### 32.2.2 Outside Australia

A card can be used to withdraw funds from your account at any ATM overseas that bears the Visa or PLUS symbol (subject to you having available funds in your account).

### 32.2.3 Other use

A card can normally be used to obtain goods and services at merchants in Australia and overseas where the EFTPOS, Visa or PLUS card symbols are displayed.

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.

You can also use a card to obtain goods and services via mail order, by telephone or by other means (such as the Internet) where the merchant accepts that form of payment.

### 32.3 Restrictions and transaction limits

Our current maximum daily withdrawal limit for transactions conducted using a PIN in conjunction with a card is \$1,000 per card.

ATMs and EFTPOS outlets may have other restrictions on the amount of cash that can be withdrawn. Merchants or other institutions may impose additional restrictions on the use of your card or other access methods.

### 32.4 Other

The fact that any promotional material is displayed at premises does not mean that we guarantee that all goods and services available there may be obtained by using your card. We are not responsible if a merchant or financial institution refuses to accept your card, does not allow cash withdrawals, or places other limitations on using your card.

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

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

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

We do not warrant that ATMs will always have money available.

### 32.5 Your liability – Non PIN generated transactions

#### 32.5.1 Liability

For any transactions performed without your permission you are liable only up to a maximum of \$150 unless you have contributed to the losses by:

- letting someone else use your card; or
- unreasonably delaying to notify us of the loss, theft or unauthorised use of your card.

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

#### 32.5.2 Disputed transactions

A disputed transaction may include:

- An unauthorised transaction – a transaction which you believe was not authorised by use of the card or account by a cardholder. This includes any unauthorised telephone, Internet or mail orders or any other unauthorised transactions on your account.
- General dispute – a transaction which you wish to dispute. This may include a transaction which has been processed to your account more than once, or a transaction which was authorised by the use of your card or account which you wish to dispute. Despite notifying the bank of a disputed transaction, you remain liable for any cash advance or purchase made by a cardholder or any person authorised by a cardholder.

### 32.5.3 Notification of disputed transactions

You must immediately notify Rural Bank, and confirm in writing, of any disputed transactions. Rural Bank recommends that you promptly read your statement of account.

#### 32.5.4 Timeframes

- Chargeback rights: Visa has a dispute resolution process that is contained in the operating rules of the card scheme. This process sets out specific circumstances and timeframes in which a member of the scheme (e.g. a bank) can claim a refund in connection with a disputed transaction on a cardholder's behalf. This is referred to as a 'chargeback right'. The Bank's ability to investigate any disputed transaction on your account, and subsequently process a chargeback is restricted by the time limits imposed under the operating rules of the applicable card scheme.
- Time frames for notifying the Bank: The ability of the Bank to dispute a transaction on your behalf (where a chargeback right exists) may be lost if you do not notify the Bank within the required timeframes. For this reason, it is in your interest to report any disputed transaction to the Bank immediately. The Bank will claim a chargeback right where one exists and you have disputed the transaction within the required timeframe. We will claim the chargeback for the appropriate reason. Where it can be shown that you have unreasonably delayed notifying the Bank, you may be liable for the loss on any disputed transaction.
- Timeframes for the Bank to process a chargeback right: The Bank will only process a chargeback for you (where a chargeback right exists) when you have notified the Bank of the disputed transaction within the required time frame of 30 days after the date of the statement on which the transaction is recorded. The timeframes for the Bank to process a chargeback (where a chargeback right exists) vary between 45 days and 120 days, depending on the type of disputed transaction. The Bank will not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with the relevant credit card scheme rules.

### 32.6 Card transactions

You or your additional cardholder must 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 or your additional cardholder authorises the transaction or signs the voucher.

Some transactions require authorisation from us. We can refuse to authorise a proposed transaction if:

- (a) the transaction exceeds the cleared funds available in your account;
- (b) your card has been reported lost or stolen; or
- (c) we have any other good reason to do so.

You authorise us to give information to other persons for the purpose of authorising transactions made using your card or any additional card.

You authorise us to debit your account with the amount of any purchases, withdrawals and any other transactions made using your card or any additional card.

You agree that the amount shown on each sales voucher is sufficient evidence of the cash price of the goods or services to which the voucher relates (whether or not the voucher is signed by you).

## Part C – Accessing your accounts cont.

You agree that a request by you or an additional cardholder to a merchant for the supply of goods or services (including via mail order, telephone or other means) is authority for the merchant to issue a sales voucher for the amount shown on the face of the voucher and an acknowledgment that, in the case of a request via mail order, telephone or other remote means, the sales voucher is to be treated as having been duly signed by you or the authorised signatory.

### 32.7 Additional cards

You may apply to have another person authorised to access and operate your account with a card. If we agree to your request, we can impose conditions. A person who is authorised to access and operate your account with a card is called an additional cardholder.

If we accept your application:

- we will issue to that person a card linked to your account ('additional card');
- you authorise us to debit your account with all transactions made using the additional card, and you will be responsible and liable for these transactions as if you had made them yourself; and,
- these terms and conditions apply to the additional card in the same way that they apply to your card. You should ensure that any additional cardholder has read these terms and conditions and complies with them. If the additional cardholder does not comply with these terms and conditions, you will be in default.

You can arrange to have this authority revoked at any time. If you want to revoke the authority of an additional cardholder to access or operate your account, you must notify us in writing, and return to us any cards (cut in half for your protection) that we have issued to that person.

You consent to us giving additional cardholders information about your account.

### 32.8 Foreign currency transactions

Transactions conducted using a card in foreign currency amounts are converted either (depending on the foreign currency converted):

- into Australian dollars at the appropriate Visa International exchange rate; or
- into United States dollars and then into Australian dollars at the appropriate Visa International exchange rate.

The Australian dollar amount is then debited to your account.

When you use your card outside Australia, you are bound by any exchange control requirements of the Reserve Bank of Australia.

### 32.9 Cancelling a card

You may cancel a card by giving us notice in writing, to the address set out in section 1, or by visiting your local branch. You must then comply with the requirements set out in section 28.4 regarding cancelled cards.

## 33 INTERNET BANKING AND PHONE BANKING

This section applies if you register for access to Rural Bank Internet Banking and/or Phone Banking services. The table below lists the account types Internet Banking and Phone Banking services may be used in conjunction with.

Account	Internet Banking	Phone Banking
Everyday Account	✓	✓
Gold Cash Management Account	✓	✓
Term Deposit Account	View only	View only
Farm Management Deposit – variable rate	✓	✓
Farm Management Deposit – fixed rate	View only	View only
Seasonal Account	✓	✓
AgriManager®	✓	✓
Business Cheque Account	✓	✓
Business Manager	✓	✓
Everyday Community Account	✓	✓

✓ = Available (and full access) ✗ = Not available

View only access has limited functionality. You will not be able to transfer funds between accounts or use the BPAY® or Pay Anyone services.

Note: Subject to section 14, please also refer to sections 38 and 39 for additional terms relating to your liability for EFT transactions and to the use and security of your access ID, password and PIN.

### 33.1 Applying for Internet Banking and Phone Banking

You can apply for access to Rural Bank Internet Banking and Phone Banking services separately by phoning 1300 651 839. Approval of an application is at our discretion.

Full Internet Banking and Phone Banking access is not available for all accounts. The previous table indicates which account types have full Internet Banking and Phone Banking access, and which account types have view only access.

You must be an Australian citizen, New Zealand citizen residing in Australia, or permanent resident and at least twelve years of age to be eligible for Internet Banking and Phone Banking.

#### 33.1.1 Access for minors

Access for minors is subject to the completion of a 'Minors Account Access Authorisation' form by a parent or legal guardian.

Pay Anyone is not available to minors.

### 33.2 Access ID and PINS

Registration for Internet Banking and Phone Banking is completed separately. If your application for either service is approved, we will provide you with an access ID and a temporary PIN. The temporary PIN is valid for five calendar days from the date of issue. Prior to the end of that five calendar day period, you must use that access ID and temporary PIN to access Internet Banking or Phone Banking for the first time. You will then be asked to select and enter a new PIN, and to re-enter the same PIN to confirm it.

**TIP!** To avoid having your PIN reset, log into Internet Banking and/or Phone Banking within 5 calendar days of the issue of your temporary PIN.

You acknowledge and accept that:

- the access ID we issue you, together with your selected PIN, is the means by which you access Internet Banking and Phone Banking and the means by which we identify you;
- anyone using your access ID and PIN has access to, and may be able to conduct transactions on a nominated account using Internet Banking and/or Phone Banking; and
- the use of a security token will enhance the security of your access.

You authorise us to act upon all instructions given to us using your access ID and PIN, or an authorised user's access ID and PIN, and subject to any other provision of these terms and conditions, you are liable for any such instructions.

We may delay acting on an instruction. Where we have instructions for more than one transaction or payment from your nominated account, we will determine the order of priority in which transactions are processed.

### 33.3 Services available using Internet Banking and Phone Banking

The following table displays information about what you, or an authorised user, may be able to do when using Internet Banking and Phone Banking.

Features of Internet Banking and/or Phone Banking	Internet Banking	Phone Banking
Review the balance of your accounts to determine the current or available balance/ credit limit (if applicable).	✓	✓
Transfer funds between your Rural Bank accounts.	✓	✓
Transfer funds to an account held with another financial institution or to another third party with an RB account via Pay Anyone.	✓	✗
Schedule once off or regular transfers in advance weekly, fortnightly or monthly and up to 12 months in advance	✓	✗
Pay your bills via BPAY®	✓	✓
Review your account transaction history, including the date, type (e.g. BPAY® or cheque withdrawal), and the amount of the transaction.	✓	✓
Search for a particular transaction.	✓	✗
Request a cheque book that will be mailed to your account address.	✓	✗
Request to cancel a cheque that has not been presented.	✓	✗
Order and activate a security token to enhance the security of accessing your accounts via Internet Banking.	✓	✗
Send or receive Secure Mail messages to and from Rural Bank.	✓	✗
Set-up an Account Notification to let you know (via fax or email) when an account balance either falls below or exceeds a balance you have set.	✓	✗
Change your Internet Banking or Phone Banking PIN.	✓	✓
Where an account is 'two to sign', allow one signatory on the account to 'set up' a transaction and a second signatory to log in to authorise the transaction.	✓	✗
If you have a qualifying account, you can apply for access to Bulk Payments to process payrolls and other regular payments from your nominated account.	✓	✗

✓ = Available ✗ = Not available

**Note:** Internet Banking and Phone Banking is real time, however, some transactions from third parties may not be listed on the day you make the transaction. All transactions are subject to available funds in the nominated account at the time of transaction and any minimum/ maximum transfer restrictions.

### Important Note

From time to time Rural Bank may post information regarding Internet Banking on the Rural Bank website or the logon page for Internet Banking. This may include:

- Notices regarding Internet Banking outages;
- Security warnings and advice you should follow to protect yourself;
- Advice of new features and upgrades to Internet Banking; and
- Any changes to terms and conditions for Internet Banking.

You must ensure that you read any notices posted on the RB website and/or Internet Banking logon page, and ensure that you follow those instructions accordingly.

### 33.4 Equipment

As the electronic equipment and software used for access to Internet Banking and Phone Banking is outside the Bank's direct control, it is your responsibility to obtain and maintain any electronic equipment (e.g. computer hardware or touchtone telephone) and software that you or your authorised user may require to access these services in a manner that minimises the risk of inappropriate access or disclosure of your banking details. Such measures include but are not restricted to:

- computer firewalls;
- anti-virus and malicious code protection software; and
- computer operating and Internet browser software suitably configured and maintained with the latest vendor security patches and recommended security settings.

### 33.5 Authorised users

You may authorise a third party to use Internet Banking and/or Phone Banking to access (view balances and transactions), and/or transact on a nominated account(s). This third party must be a signatory on the account and/or registered as an authorised user.

You are liable for any failure on the part of the authorised user to observe these terms and conditions.

You may cancel the authority of an authorised user to access or operate a nominated account through Internet Banking and Phone Banking at any time via a written request.

If you give us notice to cancel your access or your authorised user's access, you remain bound by these terms and conditions and any instructions that have already been given for transactions made via Internet Banking or Phone Banking, notwithstanding that your access, or your authorised user's access, has been cancelled.

You may request (in writing) a maximum daily withdrawal limit to apply to your authorised user(s). You can also specify 'no Pay Anyone limit' or 'view only' access.

### 33.6 Access

Rural Bank Internet Banking should only be accessed via our website at [www.ruralbank.com.au](http://www.ruralbank.com.au). Accessing Internet Banking from another source may cause you a loss.

To use Rural Bank Internet Banking or Phone Banking services:

- (a) you and any authorised user must be registered to do so and must be an Australian citizen, New Zealand citizen residing in Australia, or permanent resident;
- (b) the nominated accounts must be Rural Bank accounts;

- (c) the person wishing to use the service must be registered with us as the account holder or as an authorised signatory for the nominated accounts, or otherwise have authority acceptable to us to access or conduct transactions on the nominated accounts;
- (d) we must have received no notification or we must be unaware that a nominated account is under any dispute of any kind with any other party or entity; and
- (e) we must have received no notification, or we must be unaware that an application for bankruptcy or liquidation has been filed either by you, or issued or lodged by another person or entity.

We will make reasonable efforts to ensure the availability of Internet Banking and Phone Banking during the hours we have specified from time to time and to ensure that information we make available to you via Internet Banking and Phone Banking is correct.

We may block access to Internet Banking and/or Phone Banking at any time without notice if we believe either service is being misused by you or your authorised user, or is used without your authority.

We recommend the purchase of a security token to ensure the most secure form of access to Internet Banking.

Where your access has been blocked due to fraudulent or suspicious activity, you must take steps to ensure your computer is updated to the latest available operating system and professional security software before seeking reinstatement and provide proof of the same.

#### 33.6.1 Access expiration

If you do not use your Internet Banking access ID, PIN and (where applicable) security token authentication key to login to Internet Banking for 180 continuous days, your PIN may expire and will need to be reset.

If you do not use your Phone Banking access ID and PIN to access the Phone Banking service for 365 continuous days, your PIN will expire and may need to be reset.

You can reset your PIN(s) by contacting Rural Bank Internet and Phone Banking Support Services on 1300 651 839.

### 33.7 Exiting Internet Banking

If you, or your authorised user, use Internet Banking, you, or your authorised user, must click on the log off button when you have finished using the service, or if you, or the authorised user, are going to leave the computer unattended for any period. This is particularly important in a work environment or another environment where the terminal you, or your authorised user, are using may then be used by someone else.

### 33.8 Electronic communication and confirmation of transactions

Subject to the requirements of any law and to our undertaking to provide written notices in certain circumstances (as outlined in section 10), you agree that we may use electronic means to communicate with you instead of written communication, for example, to provide you with statements, notices, transaction confirmations or receipts.

We will provide you or your authorised user with a transaction receipt number each time you, or your authorised user, make a transaction on your account using Internet Banking and Phone Banking. You, or your authorised user, should record the transaction receipt number, and it should be quoted if you, or your authorised user, have any queries in relation to that transaction.

Subject to the requirements of any law, where you or your authorised user carry out a transaction via Rural Bank Internet Banking and we make a transaction record or receipt (which you can save or print) available to you or your authorised user on the website immediately upon completion of the transaction, we will not provide you or your authorised user with a paper transaction record or receipt.

### 33.9 Our responsibility for Internet Banking and Phone Banking

Subject to any other provisions of these terms and conditions, to the extent permitted by law, we are not liable to you or an authorised user for, or in connection with:

- (a) any failure, malfunction, delay or error (for any reason) of any equipment, system or software that is not controlled, provided by, or provided on behalf of us (including, without limitation, the telephone, computer, software and telecommunications and ISP services you or an authorised user use to access Internet Banking and Phone Banking);
- (b) any unavailability or failure of Internet Banking and Phone Banking (of which you or your authorised user should have been aware) to accept instructions from you;
- (c) any failure of an access ID or PIN to permit you or your authorised user to access Internet Banking or Phone Banking;
- (d) disclosure of information relating to your accounts through Internet Banking and Phone Banking where the information has been obtained by, or in conjunction with, any person using your PIN or access ID, or the PIN or access ID of your authorised user; or
- (e) any unauthorised access to your information transmitted by us through Internet Banking or Phone Banking in relation to a nominated account.

You acknowledge and accept that Internet Banking and Phone Banking may only display transactions and balances current as at the previous business day.

### 33.10 Cancelling your Internet Banking and Phone Banking access

You can cancel your (or your authorised user(s)) Rural Bank Internet Banking and/or Phone Banking access by contacting Rural Bank Internet and Phone Banking Support Services on 1300 651 839. Any payments you have requested to be made after we receive notice of such cancellation may not be made.

**Note:** Previously scheduled payments may already have been processed overnight.

## 34 SECURITY TOKENS

A security token is a key-ring sized device that generates a random six digit number or “authentication key” which you use in conjunction with Internet Banking to reduce the chance of an unauthorised user accessing your account.

A security token is mandatory for access to the following Internet Banking services:

- Pay Anyone – adding a new payee
- Bulk Payments – processing bulk payments

Using your security token with this service provides the following protection:

When a security token is activated for...		This will prevent an unauthorised user...
Pay Anyone – every new payee	An authentication key from your security token will be required to add any new payee or amend an existing payee from your payee list. <small>Please note you will not need to enter the authentication key to authorise a Pay Anyone payment.</small>	...if they are able to login to your Internet Banking session from adding any new payees (including themselves) to your approved payee list.
Bulk Payments	An authentication key from your security token will be required to process a Bulk Payment file.	...from processing an unauthorised Bulk Payment file.

We also strongly recommend the use of a security token when you logon to Internet Banking and when you use the services available in Internet Banking, particularly if you are likely to access Internet Banking on a computer that may not have all the necessary security and/or protection (firewalls, anti-virus software etc) available.

### 34.1 Security token activation options

Security tokens can also be activated for the following Internet Banking services:

- Logon
- Pay Anyone
  - Every payment
- BPAY®
  - Every payment
  - Every new payee
  - Every payment and every new payee

The following table explains what protection each option offers and how it may prevent an unauthorised user from accessing your Internet Banking session or withdrawing funds from your account.

When a security token is activated for...		This will prevent an unauthorised user...
Logon	You will not be able to login to Internet Banking without entering the authentication key generated by your assigned security token.	...who may have obtained your access ID and PIN, by fraudulent means, from accessing your account.
Pay Anyone – every payment	An authentication key from your security token will be required to authorise every Pay Anyone payment you send.	...if they are able to login to your Internet Banking session from making any Pay Anyone payments from your account.
BPAY® – every payment	An authentication key from your security token will be required to authorise every BPAY® payment you send. <small>Please note you will not need to use your security token when you add or amend a BPAY® biller.</small>	...if they are able to login to your Internet Banking session from making any BPAY® payments from your account.
BPAY® – every new payee	An authentication key from your security token is required to add any new biller or amend an existing biller. <small>Please note you will not need to use your security token to authorise a BPAY® payment.</small>	...if they are able to login to your Internet Banking session from adding any new billers to your approved biller list.
BPAY® – every payment and every new payee	An authentication key from your security token will be required to authorise every BPAY® payment you send and every new biller added or amended.	...if they are able to login to your Internet Banking session from making any BPAY® payments from your account or from adding any billers to your approved payee list.

### 34.2 ACTIVATING A SECURITY TOKEN

When you are issued with a security token, unless otherwise advised, it will be linked for use against your access ID.

If you use Pay Anyone or Bulk Payment services, your security token will come pre-activated and you will need to use the security token each time you add a new Pay Anyone payee or process a Bulk Payment transaction.

If you do not use Pay Anyone or Bulk Payment services or want to use your security token to add extra security options, you will need to activate the selected options in Internet Banking as follows:

**Step 1** – Login to Internet Banking using your access ID and PIN. You do not need to enter an authentication key until you have activated the security token.

**Step 2** – Once you have logged into Internet Banking go to the 'Security Options' menu. You can access this menu via the 'Customer Services' menu or via the link on the 'Account Balances' page.

**Step 3** – Follow the instructions to activate your chosen security options. Once you have activated your security token you must always use the security token to use these services.

A security token not linked to your access ID will not be able to generate an authentication key that can be used with your Internet Banking access ID.

Where convenient, more than one user can be linked to the same security token.

You can change the extra security options you have activated by contacting Rural Bank – Internet Banking Support Services on 1300 651 839.

### 34.3 Security token usage

You authorise us to act on all instructions we receive from the use of your security token.

Depending on the Internet Banking services you use and the security options you have activated, your security token is your electronic authorisation of login to Internet Banking and transactions you conduct. Suitable care must be taken regarding use of and access to your security token.

Depending on the token used, you may use a PIN to operate your token. You must ensure that the PIN you select for your security token is not disclosed to any unauthorised person. If you fail to comply, we shall be immediately entitled to cancel your use of all or any of the following:

- Internet Banking
- Pay Anyone
- BPAY®
- Bulk Payments

### 34.4 Security token battery life

Security tokens have an expected battery life of five (5) years for the Vasco One-Touch Security Token and ten (10) years for the Vasco Professional Security Token.

Batteries in security tokens cannot be replaced and you will need to obtain a new security token (a replacement token fee may apply).

### 34.5 Security token refunds

Refunds are not available on security tokens if you decide you no longer require a security token (i.e. you have closed your accounts or no longer use Internet Banking).

If you receive a security token that is faulty or damaged we will replace it for you (a fee may apply depending on the circumstances).

### 34.6 Reassigning a security token

If you need to reassign a security token (i.e. if there has been a change of authorised signatory on an account) you must notify us and confirm in writing.

### 34.7 Cancelling a security token

If you require a security token to be cancelled you must notify us in writing and provide your security token identification number, which can be found on the back of your security token.

## 35 BPAY<sup>®</sup>

Refer to the table below to determine which account types can be used to make BPAY<sup>®</sup> payments via Rural Bank Internet Banking and Phone Banking.

Account	BPAY <sup>®</sup>
Everyday Account	✓
Gold Cash Management Account	✓
Term Deposit Account	✗
Farm Management Deposits – variable rate	✓
Farm Management Deposits – fixed rate	✗
Seasonal Account	✓
AgriManager <sup>®</sup>	✓
Business Cheque Account	✓
Business Manager	✓
Everyday Community Account	✓

✓ = Available ✗ = Not available

### 35.1 About the BPAY<sup>®</sup> scheme

This section (i.e. section 35.1) applies if you ask us to make a BPAY<sup>®</sup> payment on your behalf.

The BPAY<sup>®</sup> scheme is an electronic payments scheme through which you or your authorised user can ask us to make payments to billers who inform you that you can make BPAY<sup>®</sup> payments to them via the BPAY<sup>®</sup> scheme.

Rural Bank is a member of the BPAY<sup>®</sup> scheme, however, Bendigo and Adelaide Bank Limited act on our behalf in all matters relating to the BPAY<sup>®</sup> scheme. This includes facilitating access to the BPAY<sup>®</sup> scheme for our customers when they use Rural Bank Internet Banking and Phone Banking services.

You or your authorised user can only make BPAY<sup>®</sup> payments through the BPAY<sup>®</sup> scheme from a nominated account if you or your authorised user has access to Internet Banking and/or Phone Banking.

Neither Rural Bank nor Bendigo and Adelaide Bank Limited is acting as your agent, or the agent of the biller, when arranging and making a BPAY<sup>®</sup> payment on your behalf.

### 35.2 How to access BPAY<sup>®</sup>

BPAY<sup>®</sup> is available for use via both Internet Banking and Phone Banking.

To access BPAY<sup>®</sup> via Internet Banking, select 'Payments' from the main menu (which runs across the top of the Internet Banking screen) and either select a biller you may have previously set up, or create a new biller file by selecting 'Add New BPAY<sup>®</sup>' from the dropdown box.

You can practice setting up a new biller and sending payments using the online demonstration on the Rural Bank website at [www.ruralbank.com.au](http://www.ruralbank.com.au).

Alternatively, you can access BPAY<sup>®</sup> via Rural Bank Phone Banking.

### 35.3 Using the BPAY<sup>®</sup> scheme

When you or your authorised user tells us to make a BPAY<sup>®</sup> payment, you or your authorised user must provide us with the following information, together with such other information as we may require at the time:

- the account from which the BPAY<sup>®</sup> payment is to be debited;
- the BPAY<sup>®</sup> biller code of the biller to be paid;
- the amount of the BPAY<sup>®</sup> payment;
- the date on which the payment is to be made; and
- the biller customer reference number.

You acknowledge and accept that we are not obliged to effect a BPAY<sup>®</sup> payment if you or your authorised user do not give to us all of the above information or give us inaccurate information.

Upon receipt of the required information we will debit the account you or your authorised user specify with the amount of that BPAY<sup>®</sup> payment.

We may decide not to make the BPAY<sup>®</sup> payment if there are insufficient cleared funds in the specified account at the time you or your authorised user have told us to make that payment.

### 35.4 Payments

We may impose restrictions on the accounts from which a BPAY<sup>®</sup> payment may be made, or impose limits on the amount of BPAY<sup>®</sup> payments.

We will not accept an instruction to stop a BPAY<sup>®</sup> payment once you, or your authorised user, have instructed us to make that BPAY<sup>®</sup> payment except for future dated payments which can be cancelled before the payment due date.

You must notify us immediately if you or your authorised user:

- become aware that you or your authorised user may have made a mistake when instructing us to make a BPAY<sup>®</sup> payment (except in relation to the BPAY<sup>®</sup> payment amount – refer to section 35.5 for details);
- did not authorise a BPAY<sup>®</sup> payment from your account;
- believes the BPAY<sup>®</sup> payment was not processed in accordance with your or your authorised user's instructions (including delays); or
- think you or your authorised user has been fraudulently induced to make a BPAY<sup>®</sup> payment.

Billers who participate in the BPAY<sup>®</sup> scheme have agreed that a BPAY<sup>®</sup> payment you, or your authorised user, make will be treated as received by the biller to whom it is directed:

- on the date that you or your authorised user make that BPAY<sup>®</sup> payment, if you or your authorised user tell us to make the BPAY<sup>®</sup> payment before our payment cut-off time on a business day (for details about cut-off times, refer to section 35.8);
- on the next business day, if you or your authorised user instructs us to make a BPAY<sup>®</sup> payment after our payment cut-off time on a business day or on a non-business day; or
- for payment that is made on a future date, on the day or next business day you or your authorised user have nominated for a scheduled payment to take place.

## Part C – Accessing your accounts cont.

A delay may occur in the processing of a BPAY<sup>®</sup> payment where:

- there is a public or bank holiday on the day you or your authorised user tell us to make a BPAY<sup>®</sup> payment;
- you or your authorised user tells us to make a BPAY<sup>®</sup> payment either on a day that is not a business day or after our payment cut-off time on a business day;
- another financial institution participating in the BPAY<sup>®</sup> scheme does not comply with its obligations under the BPAY<sup>®</sup> scheme; or
- a biller fails to comply with its obligations under the BPAY<sup>®</sup> scheme.

Although a delay in processing a BPAY<sup>®</sup> payment is not expected to continue for more than one business day, you acknowledge and accept that a delay may continue for a longer period.

If your BPAY<sup>®</sup> payment has been made using a credit card, there are no chargeback rights available under the card. You must contact the Biller about any goods or services you may have agreed to acquire from the Biller and resolve the dispute directly with the Biller. Even if you have used a credit card to make a payment, you may still have rights under clause 35.5 or clause 35.9.

### 35.5 If the amount of a payment to a biller is incorrect

You must ensure that the information in relation to each BPAY<sup>®</sup> payment is correct. If you discover that you or your authorised user has instructed us to make a payment to a biller for an incorrect amount:

- if the amount you or your authorised user instructed us to pay is greater than the required amount, you should contact the biller for a refund; or
- if the amount is less than the required amount, you should make a further BPAY<sup>®</sup> payment for the difference.

### 35.6 When a biller cannot process a payment

If after debiting your account we are notified that your BPAY<sup>®</sup> payment cannot be processed by a biller, we will:

- notify you;
- credit your account for the amount of the BPAY<sup>®</sup> payment; and
- if you request, take all reasonable steps to assist you in making the BPAY<sup>®</sup> payment as quickly as possible.

### 35.7 Suspension of BPAY<sup>®</sup>

We may suspend your right to participate in the BPAY<sup>®</sup> scheme at any time if you or your authorised users are suspected of acting in a fraudulent manner.

### 35.8 Cut-off times

The following table outlines the cut-off times and payment dates for BPAY<sup>®</sup> payments:

<b>If the BPAY<sup>®</sup> instruction is received:</b>	<b>The payment will in most cases be treated as having been made:</b>
Monday to Friday before 5.00pm Victorian time	On the day you made the payment
Monday to Friday after 5.00pm Victorian time	On the next business day
On a Saturday, Sunday or public holiday	On the next business day

BPAY<sup>®</sup> payments may take longer to be credited to a biller if you or your authorised user instructs us to make a BPAY<sup>®</sup> payment on a Saturday, Sunday, public holiday or any other non-business day, or if the biller does not process a payment as soon as they receive its details. The cut-off times are also displayed during your Internet Banking session.

### 35.9 Liability for mistaken payments, unauthorised transactions and fraud

- (a) You must tell us immediately if:
  - you or your authorised user become aware of any delays or mistakes in processing a BPAY<sup>®</sup> payment;
  - you or your authorised user did not authorise a BPAY<sup>®</sup> payment that has been made from your account; or
  - you or your authorised users think that you or your authorised user has been fraudulently induced to make a BPAY<sup>®</sup> payment.
- (b) We will attempt to rectify any such matters in relation to your BPAY<sup>®</sup> payment in the way described in this section. If a BPAY<sup>®</sup> payment is made from your account (not being a business account) without your knowledge or consent, liability for that unauthorised BPAY<sup>®</sup> payment will be determined in accordance with section 38.2. Otherwise, except as set out in this section (i.e. section 35.9), we are not liable for any loss or damage you suffer as a result of using the BPAY<sup>®</sup> scheme.
- (c) If a BPAY<sup>®</sup> payment is made to a person, or for an amount which is not in accordance with your or an authorised user's instructions (if any), and your account has been debited with the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount within 20 business days of us attempting to do so from the person who received the amount of that payment, you must pay us that amount and you authorise us to debit that amount to your account.
- (d) If a BPAY<sup>®</sup> payment is made in accordance with a payment direction that 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, and you authorise us to debit that amount to your account, if:
  - we cannot recover that amount within 20 business days of us attempting to do so from the person who received it; and
  - the payment was made as a result of a payment direction that did not comply with any requirements we may have for such payment direction.
- (e) If a BPAY<sup>®</sup> payment is induced by the fraud of a person involved in the BPAY<sup>®</sup> scheme, that person should refund you the amount of the fraud induced payment. However, if that person does not refund the amount of the fraud induced payment to you, you must bear that loss (and you authorise us to debit the amount of the payment to your account) unless some other person involved in the BPAY<sup>®</sup> scheme knew of the fraud, or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for you of the fraud induced payment.
- (f) If a BPAY<sup>®</sup> payment you have made falls within the type described in section 35.9 (iv) and also sections 35.9 (iii) and 35.9 (v), then we will apply the principles set out in section 35.9 (iv). If a BPAY<sup>®</sup> payment you have made falls within both the types described in sections 35.9 (iii) and 35.9 (v), we will apply the principles set out in section 35.9 (v).

- (g) You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us that arises directly or indirectly because you or your authorised user:
- did not observe any of your obligations under these BPAY<sup>®</sup> conditions; or
  - acted negligently or fraudulently in connection with the terms and conditions applicable to your account or the payment products.
- (h) If you tell us that a BPAY<sup>®</sup> payment made from your account is unauthorised, you must first give us your written consent addressed to the biller who received that BPAY<sup>®</sup> payment, consenting to us obtaining from the biller, information about your account with that biller or the BPAY<sup>®</sup> payment, including your customer reference number and such information as we reasonably require to investigate the BPAY<sup>®</sup> payment. We are not obliged to investigate or rectify any BPAY<sup>®</sup> payment if you do not give us this consent. If you do not give us that consent, the biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY<sup>®</sup> payment.
- (i) We are not liable for any consequential loss or damage you suffer as a result of using the BPAY<sup>®</sup> scheme other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law that cannot be excluded, restricted or modified at all or only to a limited extent.

### 36 PAY ANYONE

Refer to the table below for the account types that can be used to make Pay Anyone payments via Rural Bank Internet Banking.

Account	Pay Anyone
Everyday Account	✓
Gold Cash Management Account	✓
Term Deposit Account	✗
Farm Management Deposit – variable rate	✓
Farm Management Deposit – fixed rate	✗
Seasonal Account	✓
AgriManager <sup>®</sup>	✓
Business Cheque Account	✓
Business Manager	✓
Everyday Community Account	✓

✓ = Available ✗ = Not available

The Pay Anyone service is an online service that allows you or your authorised user to transfer funds directly to any account at any financial institution within Australia that is identified by a valid BSB number and account number. You or your authorised user can only transfer funds using the Pay Anyone service if you or your authorised user has access to Rural Bank Internet Banking.

**TIP!** In most cases you will find that Pay Anyone is generally cheaper than a corporate cheque or bank cheque, and is safer than carrying cash.

**TIP!** Pay Anyone is not available through the Phone Banking service.

Once activated, you or your authorised user can arrange to set up regular (weekly, fortnightly, monthly) and once-off and future-dated transfers to any account, at any financial institution within Australia that is identified by a valid BSB number and account number. Refer to the online Help function for more information.

#### 36.1 Registering and deregistering for the Pay Anyone service

You can register for the Pay Anyone service by contacting Rural Bank Internet and Phone Banking Support Services on 1300 651 839. Upon registration you are required to obtain a security token and set a daily Pay Anyone limit, noting that a maximum daily limit amount may be set by the Bank at any time.

You can disable (or deregister) your access or access of your authorised user(s) to the Pay Anyone service by contacting Rural Bank Internet and Phone Banking Support Services on 1300 651 839, or by calling 1800 035 383 outside Rural Bank Internet and Phone Banking Support Services business hours of operation. Your authorised user(s) may disable (or deregister) their access at any time without your consent.

#### 36.2 Transaction limits

A default maximum daily transaction (transfer) limit of \$5,000 applies per Internet Banking access ID to Pay Anyone transfers (excluding minors who do not have access to this service). We may at our discretion approve an increase to your daily limit. You can request an increase by contacting Rural Bank Internet and Phone Banking Support Services on 1300 651 839. The maximum allowable daily limit is indicated in the table below.

Minors	Personal customers	Business customers
\$0.00	\$15,000	\$20,000

**Note:** If you need to transfer a once off amount greater than \$15,000 please contact our Customer Service Centre for other transfer options.

If you do not already have a security token, you will be required to obtain a security token before we will approve your request for an increase in your daily limit.

You can reduce your Pay Anyone daily transaction limit using the 'Reduce Daily Limits' function in Internet Banking. Once you have decreased your daily limit, it can only be increased again by contacting Rural Bank Internet and Phone Banking Support Services on 1300 651 839.

**TIP!** Pay Anyone allows you to transfer money directly to another eligible account at any participating financial institution within Australia providing you know the BSB number and account number.

### 36.3 Using the Pay Anyone service

When you, or your authorised user, tell us to make a Pay Anyone transfer, you or your authorised user must provide us with the following information and any other information that we may require at the time:

- the account from which you or your authorised user want us to debit the Pay Anyone transfer;
- the correct account number of the person or business to whom you wish to transfer funds;
- the correct BSB number of the financial institution at which the account to whom you or your authorised user wish to transfer funds is held;
- a payment reference; and
- the amount of the Pay Anyone transfer.

You acknowledge and accept that we are not obliged to effect a Pay Anyone transfer if you or your authorised user do not give us all of the above information or give us inaccurate information.

You authorise us to debit the nominated account you or your authorised user specify with the amount of that Pay Anyone transfer.

### 36.4 Payments

We may impose restrictions on the accounts from which a Pay Anyone transfer may be made or impose limits on the amount of Pay Anyone transfers.

We may decide not to make any payment if there are insufficient funds available for withdrawal on the due payment date in the nominated account to be debited.

A delay may occur in the processing of a Pay Anyone transfer where:

- there is a public or bank holiday on the day you or your authorised user instruct us to make a Pay Anyone transfer; or
- you or your authorised user instruct us to make a Pay Anyone transfer on a day which is not a business day or after our payment cut off time on a business day (for payment cut-off times, refer to section 36.7).

### 36.5 If a transfer amount is incorrect

You must ensure that the information you or your authorised user gives us in relation to each Pay Anyone transfer is correct. If you or your authorised users discover that we have been instructed to make a transfer for an incorrect amount:

- if the amount transferred is greater than the required amount, contact the person or business to whom the funds were transferred to obtain a refund for the excess; or
- if the amount transferred is less than the required amount, you or your authorised user should make a further Pay Anyone transfer for the difference.

### 36.6 Suspension of the Pay Anyone service

We may suspend your or your authorised user's right to use the Pay Anyone service at any time if you or your authorised user is suspected of acting in a fraudulent manner.

### 36.7 Cut-off times

**Cut-off times and payment dates are as per the following table:**

If the Pay Anyone payment instruction is received:	The payment will usually be received:
Monday to Friday before 3:30pm Victorian time	On the next business day
Monday to Friday after 3:30pm Victorian time	In two business days time
On a Saturday, Sunday or public holiday	In two business days time

Pay Anyone transfers may take longer to be credited if you or your authorised user tells us to make a Pay Anyone transfer on a Saturday, Sunday, public holiday or any other non-business day, or if the financial institution does not process a payment as soon as they receive its details. The cut-off times are also displayed during your Internet Banking session on the payment screens.

### 36.8 Liability for mistaken payments, unauthorised transactions and fraud

You must notify us immediately:

- if you or your authorised user becomes aware that you may have made a mistake, or your authorised user becomes aware that they may have made a mistake when instructing us to make a Pay Anyone transfer (except in relation to the Pay Anyone transfer amount – refer to section 36.5 for details);
- if you or your authorised user did not authorise a Pay Anyone transfer from your account;
- if you or your authorised user believes a Pay Anyone transfer was not processed in accordance with your or your authorised user's instructions (including delays); or
- if you or your authorised user think you or your authorised user have been fraudulently induced to make a Pay Anyone transfer.

We will attempt to rectify any such matters in relation to your Pay Anyone transfer in the way described in this section. If a Pay Anyone transfer is an EFT transaction, and the Pay Anyone transfer is made from your account (not being a business account) without your knowledge or consent, liability for that unauthorised Pay Anyone transfer will be determined in accordance with section 38.2. Otherwise, except as set out in this section (i.e. section 36.8), we are not liable for any loss or damage you suffer as a result of using the Pay Anyone service.

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

- did not observe any of your obligations under the terms and conditions in section 36; or
- acted negligently or fraudulently in connection with the terms and conditions applicable to your account or the payment products.

If a Pay Anyone transfer that was authorised by you or your authorised user is made to a person or for an amount which is not in accordance with the instructions given to us, and your account has been debited for the amount of that transfer, we will immediately credit that amount to your account.

If you or your authorised user authorises a Pay Anyone transfer and you or your authorised user later discover you or your authorised user made a mistake in the instruction, and we cannot recover the Pay Anyone transfer from the person or business who received it within 20 business days of us attempting to do so, you must pay us that amount and you authorise us to debit that amount to your account.

We are not liable for any consequential loss or damage you suffer as a result of using the Pay Anyone service other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.

### 37 BULK PAYMENTS

This section applies if you have registered for the Bulk Payments service.

**Note:** To apply for this service, certain eligibility criteria must be met. This criterion is available on request.

Bulk Payments enables you to lodge data files electronically using Rural Bank's Internet Banking for the purpose of crediting individual or multiple accounts held by third party recipients (for example, your employees or creditors) with any Australian financial institution participating in BECS. Most major financial institutions participate in BECS.

**TIP!** The Bulk Payments service allows you to credit multiple accounts and debits your account only once.

The Bulk Payments service is handy for tasks such as processing payrolls, creditor/supplier payments and landlord disbursements.

Bulk Payments enables your funds to be debited from your nominated account and credited to your recipients' accounts quickly, efficiently and securely. You can make any number of payments to your recipients at one time, with only one total debit shown against your nominated account. We can process direct credit entries such as payroll, creditor/supplier payments or landlord disbursements after lodgment of your data files using Rural Bank Internet Banking.

Bulk Payments is available for use with the following Rural Bank accounts:

Account	Bulk Payments
Everyday Account	X
Gold Cash Management Account	✓
Term Deposit Account	X
Farm Management Deposit Accounts	X
Seasonal Account	✓
AgriManager®	✓
Business Cheque Account	✓
Business Manager	✓
Everyday Community Account	✓

✓ = Available X = Not available

For fees relating to Bulk Payments, refer to the Schedule of Fees and Charges booklet.

### 37.1 Registering for Bulk Payments

To be eligible for Bulk Payments:

- you must be registered for Rural Bank's Internet Banking;
- you must have an active Rural Bank Seasonal Loan (with a debit facility attached), AgriManager® Account or Term Loan. Customers without one of these accounts will be considered for Bulk Payments in limited circumstances; and
- you must complete an 'Rural Bank Bulk Payments application' form (which includes the 'Rural Bank Bulk Payments Direct Debit' form). This form is available via our website at [www.ruralbank.com.au](http://www.ruralbank.com.au), your local branch or by contacting our Customer Service Centre on 1300 660 115.

The Bulk Payments application form contains provision for dual application, which means that you can register two authorised signatories as a security checking mechanism. The identity of these persons can be changed by you as and when required.

If we approve your application, we will register you with APCA and obtain a user ID number for you, which allows us to exchange direct entry work on your behalf in BECS.

Please allow a minimum of ten business days after we have received your completed application before you commence using Rural Bank Bulk Payments.

### 37.2 Using Bulk Payments

You must be able to create your data files using ABA format. If your business uses software which creates data files using ABA format, you are not required to obtain additional software. Most accounting/payroll packages provide for ABA format files to be created. If you are unsure as to the capabilities of your software, contact your software vendor directly. If your software package is unable to create data files using ABA format, software can be supplied (please note a fee applies), please phone (03) 8414 7734 for details.

Your data files are lodged electronically via Rural Bank Internet Banking.

You cannot recall your data files after lodgment via Rural Bank Internet Banking.

If your data files are lodged with us by cut-off time, they will be processed that day (unless you nominate a later date). The cut-off time is 4.00pm (Victorian time) on any business day.

If your data files are either lodged on a day that is not a business day or after cut-off time, they will be processed on the following business day (unless you nominate a later date).

On the processing day, the amounts in your data files will be debited from your nominated account in a one-withdrawal transaction (i.e. only one total debit will be displayed) and credited to your recipients' accounts. Those funds will then be available for withdrawal from your recipients' accounts. Generally, amounts will be credited to recipients' accounts overnight, however this is subject to individual arrangements between us and the recipients' financial institution.

If you hold insufficient cleared funds in your nominated account on a processing day, we will notify you via email. We will attempt again to process your data files (subject to available cleared funds) on the following three business days.

To prevent delays or complications arising in the processing of your data files, you must ensure that:

- you have provided us with correct details of the accounts held by your recipients, including BSB numbers, account numbers and account names; and
- you hold sufficient cleared funds in your nominated account to cover the total amount of transactions contained within your data files.

### 37.3 Rejections

If your data files have been processed via Rural Bank Bulk Payments and rejections occur as a result of an action taken, or not taken, by your recipients' financial institution, it is that financial institution's responsibility to return the rejected credit item correctly to your nominated account (i.e. re-credit your nominated account). The rejected credit item will normally be returned to your nominated account within three business days of the original processing day. We do not advise you of the details of any rejections received from data files processed on your behalf.

### 37.4 Bulk Electronic Clearing System (BECS)

Rural Bank Bulk Payments are processed via BECS and are subject to the regulations set by APCA. In order to use Rural Bank Bulk Payments you must comply with these regulations.

As your 'sponsor', we are responsible for ensuring you meet all requirements and regulations set by APCA. We will advise you of any material changes that affect you.

You must comply with any instruction issued by us on behalf of APCA. You must hold sufficient cleared funds in your nominated account to cover the transactions contained within your data files. We may decide not to make any payment if there are insufficient funds available for withdrawal in your nominated account to be debited on the processing date.

You are responsible for the controls for data integrity, duplication instruction extraction, file transmission and delivery of data files. You must ensure that all data files comply with the data specifications which we may notify to you in writing.

You warrant as to the authenticity and accuracy of all materials and information in your data files. It is your responsibility to ensure that all information contained in your data files is correct. We are not required at any time to verify or check (or be held liable as a result) the amount of the actual transactions in your data files.

You must be able to reconstruct your data files which may become corrupted. Where data files are corrupted, we may request you to supply a duplicate of the data files and to deliver a reconstruction of the data files to any nominated place.

### 37.5 If a transfer amount is incorrect

You must ensure that the information you or your authorised user give us in relation to each Bulk Payment transfer is correct. If you or your authorised user discover that we have been instructed to make a transfer for an incorrect amount:

- if the amount transferred is greater than the required amount, contact the person or business to whom the funds were transferred to obtain a refund for the excess; or
- if the amount transferred is less than the required amount, you or your authorised user should make a further Bulk Payment transfer for the difference.

### 37.6 Suspension of Bulk Payments

We may suspend your or your authorised user's right to use the Bulk Payment service at any time if you or your authorised user is suspected of acting in a fraudulent manner.

### 37.7 Liability for mistaken payments, unauthorised transactions and fraud

You must notify us immediately if you or your authorised user:

- becomes aware that you or your authorised user may have made a mistake (except in relation to the Bulk Payment transfer amount – refer to section 37.6 for details) when instructing us to make a Bulk Payment transfer;
- did not authorise the Bulk Payment transfer from your account;
- believes a Bulk Payment transfer was not processed in accordance with your or your authorised user's instructions (including delays); or
- think you or your authorised user has been fraudulently induced to make a Bulk Payment transfer.

We will attempt to rectify any such matters in relation to your Bulk Payment transfer in the way described in this section. Except as set out in this section (i.e. section 37.8), we are not liable for any loss or damage you suffer as a result of using the Bulk Payment service.

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

- did not observe any of your obligations under the terms and conditions in section 37; or
- acted negligently or fraudulently in connection with the other terms and conditions.

If a Bulk Payment transfer that was authorised by you or your authorised user is made to a person or for an amount which is not in accordance with the instructions given to us, and your account has been debited for the amount of that transfer, after our investigation, we will attempt to provide a reimbursement to your account if the number to be credited was not in accordance with your instructions.

We are not liable for any consequential loss or damage you suffer as a result of using the Bulk Payment service other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.

## 38 EFT TRANSACTIONS – LIABILITY

This section applies to EFT transactions.

### 38.1 Liability for authorised transactions – PIN generated transactions

- (a) You are responsible for all transactions carried out using an access ID or PIN by you or by anyone else with your knowledge and consent.
- (b) If Rural Bank equipment or a Rural Bank system malfunctions after having accepted your instructions, or fails to complete the transaction in accordance with your instructions resulting in loss to you of some, or all, of the amount of a transaction, we will correct that loss by making any necessary adjustments to your account, including an adjustment of any interest or fee. If you consider that you have incurred additional losses as a consequence of the malfunction, you may make a claim for any such loss.
- (c) If you are aware or should have been aware that the Rural Bank equipment or Rural Bank system was unavailable for use or was malfunctioning, then our responsibility will be limited to the correction of errors in your account and the refund of any fee imposed as a result.
- (d) We may withdraw electronic access to your account without prior notice to you in the event of any Rural Bank equipment or Rural Bank system malfunction.

### 38.2 Liability for unauthorised transactions

- (a) You are not liable for losses arising out of:
- unauthorised transactions where it is clear that you, your authorised user, or your additional cardholder have not contributed to the loss;
  - the fraudulent or negligent conduct of our employees, agents or companies involved in networking arrangements, or of merchants who are linked to the EFT system, or their agents or employees;
  - any component of an access method that is forged, faulty, expired or cancelled;
  - unauthorised transactions occurring after you have notified us, as required by these terms and conditions, of the loss, theft or misuse of a card that forms part of an access method, or that the security of a PIN or access ID has been breached;
  - transactions that require the use of a card, PIN or access ID that forms part of your access method and that occurred before you have received that card, PIN or access ID (including a reissued or replacement card, PIN or access ID); or
  - the same transaction being incorrectly debited more than once to the same account.
- (b) You are liable where we can prove on the balance of probability that you, your authorised user, or your additional cardholder have contributed to the losses in any of the following ways:
- (i) through you, your authorised user's, or your additional cardholder's fraud;
  - (ii) by you or your authorised user or additional cardholder voluntarily disclosing the PIN to anyone, including a family member or friend;
  - (iii) by keeping a record of the PIN that can be used together with a card (without making any reasonable attempt to disguise the PIN or prevent unauthorised access to the PIN) on the one article, or on several articles, carried with the card, so that they are liable to loss or theft simultaneously with the card;
  - (iv) by keeping a record of your access ID and PIN (without making any reasonable attempt to protect the security of the records) on the one article, or on several articles so that they are liable to loss or theft simultaneously;
  - (v) where we permit you, your authorised user, or your additional cardholder to select or change a PIN, by selecting numbers which represent the person's date of birth, or letters which are a recognisable part of their names, if immediately before this was done we specifically warned the person not to do so and that you might incur liability by doing so; or
  - (vi) by acting with extreme carelessness in failing to protect the security of the PIN; and
  - (vii) where an access method includes more than one code and we prove that you, your authorised user, or your additional cardholder contravened the requirements of section 38.2 (ii) (b), (c), (d), (e) or (f) by voluntarily disclosing or keeping a record of one or more codes but not all the codes in the access method, the account holder is liable under section 38.2 (ii) only if we also prove on the balance of probability that the recording or voluntary disclosure of one or more, but not all of the codes that form part of the access method, was the dominant contributing cause of the loss.
- (c) In the cases referred to in section 38.2 (ii), you are liable for the actual losses that occur before you, your authorised user, or additional cardholder notified us that the card had been misused, lost or stolen, or that the security of a PIN that forms part of the access method has been breached, but you are not liable for any of the following amounts:
- that portion of the losses incurred on any one day which exceed the applicable daily withdrawal limits;
  - that portion of the losses incurred in a period which exceeds any other periodic withdrawal limits applicable to that period;
  - that portion of the total losses incurred on any account which exceeds the balance of that account (including any prearranged credit);
  - all losses incurred on any accounts which we and you had not agreed could be accessed using the access method;
  - any losses incurred as a result of conduct we expressly authorised you to engage in; or
  - any losses incurred as a result of you disclosing, recording or storing a PIN in a way that is required or recommended for the purposes of using an account access service such as when you provide your codes to an aggregator service or store your codes in an electronic wallet on your computer, which is expressly or impliedly promoted, endorsed or authorised by us.
- (d) Where we can prove on the balance of probability that you, your authorised user, or your additional cardholder have contributed to the losses by unreasonably delaying notification after becoming aware of the misuse, loss or theft of a card that forms part of the access method, or that the security of all the codes that form part of the access method has been breached, you are liable for the actual losses that occur between when you, your authorised user, or your additional cardholder became aware (or should reasonably have become aware in the case of a lost or stolen card) and when we were actually notified, but you are not liable for any of the following amounts:
- that portion of the losses incurred on any one day that exceed any applicable daily withdrawal limits;
  - that portion of the losses incurred in a period that exceeds any other periodic withdrawal limits applicable to that period;
  - that portion of the total losses incurred on any account that exceeds the balance of that account; or
  - all losses incurred on any accounts that you and we had not agreed could be accessed using the access method.
- (e) Where we cannot prove you were liable under sections 38.2 (ii) or (iv) and a PIN or access ID was required to perform the unauthorised transaction, you are liable for the least of:
- (i) \$150; or
  - (ii) the balance of those accounts (including any prearranged credit) which you and we have agreed may be accessed using the access method; or
  - (iii) the actual loss at the time we were notified (where relevant) that the card has been misused, lost or stolen or that the security of the codes that form part of the access method has been breached (excluding that portion of the losses incurred on any one day which exceed any applicable daily withdrawal or other periodical withdrawal limits).
- (f) You authorise us to debit any amount for which you are liable under section 38.2 to your account.

### 39 USE AND SECURITY OF YOUR VISA DEBIT CARD, ACCESS ID, PASSWORD, PIN AND SECURITY TOKEN

#### 39.1 Protecting your card, access ID, password, and security token

The security of your card, access ID, password, PIN and security token is very important. You may be liable for unauthorised transactions to which you contribute by not keeping your card, password, PIN and security token secure. For EFT transactions, subject to section 14, section 38 governs your liability.

You must ensure that you:

- keep your card, password, PIN and security token secure and protected;
- do not tell anyone your PIN or password;
- do not record your PIN anywhere, in electronic or written form;
- do not select a PIN that is easily identified with you (e.g. your date of birth, your name, part of your name, or your phone number);
- do not select a PIN that is a common or easily guessed combination (e.g. repeated or consecutive numbers such as 1234 or 5555);
- do not provide your PIN, security token, password or card to any person (including a family member or a friend); and
- do not allow any unauthorised person to observe or hear your PIN or password.

You must also ensure that your authorised users and additional cardholders do each of these things.

If you have a Visa Debit card you must also ensure that you:

- sign your Visa Debit card as soon as you receive it;
- keep your Visa Debit card in a safe place;
- check regularly that you have your Visa Debit card in your possession;
- take steps to ensure that no one else has access to the PIN notification you receive through the mail. We recommend that you destroy the PIN notification once you have memorised it;
- do not record your PIN on your Visa Debit card, or carry any record of your PIN in an undisguised form with the Visa Debit card (merely placing a couple of digits at the beginning or end of your PIN in an attempt to disguise it as a telephone number or date of birth is not sufficient);
- do not let anyone use your Visa Debit card because you may be legally liable if someone else uses your Visa Debit card and PIN without your permission; and
- destroy expired Visa Debit cards.

You must also ensure that any additional Visa Debit cardholder does each of these things.

The following methods of recording a PIN are often deciphered by thieves and it is strongly recommended that they are not used for recording PINs:

- recording the PIN as a series of numbers with any of them marked, circled or highlighted to indicate the PIN;
- recording the PIN with surrounding information that makes it stand out from its context (for example, a PIN recorded as a four or six digit telephone number where all other numbers are eight digits);
- recording the PIN as a string of digits in isolation from other information; and
- recording the PIN as a date of birth, postcode or telephone number without additional features of disguise.

#### 39.2 Loss, theft and unauthorised use of your card, access ID, password, PIN or security token

You must notify us immediately if:

- (a) any record you may have of your PIN or password, or any record an authorised user or additional cardholder may have of their PIN or password, is lost or stolen;
- (b) someone has stolen your or your additional cardholder's card;
- (c) you or your additional cardholder have lost a card;
- (d) someone steals the token from you or your authorised user;
- (e) you or your authorised user has lost your security token; or
- (f) you, your authorised user, or your additional cardholder becomes aware or suspects that another person knows your or their PIN or password, or has used your or their PIN or password without their or your authority.

#### 39.3 From within Australia

To report a lost or stolen card from within Australia, phone the Visa Card Hotline on 1800 035 383 (this service is available 24 hours a day, seven days a week).

You can also contact our Customer Service Centre on 1300 660 115 during normal business hours for any issues relating to the use and security of your Visa Debit card, access ID, password, PIN and security token.

#### 39.4 From overseas

You can contact us while overseas by phoning +61 8 8425 4500 or by fax on +61 8 8121 0106.

For issues relating to Visa Debit cards, you can also phone 1 303 967 1090 reverse charges (this service is available 24 hours a day, 7 days a week), or access the Visa International website at [www.visa.com](http://www.visa.com) to obtain a toll free number for the country in which you are travelling.

Any unreasonable delay in notifying us may expose you to liability for losses incurred as a result of unauthorised access or transactions. Liability for unauthorised EFT transactions is set out in section 38.2. If, for any reason, you cannot contact the Visa Card Hotline above, contact your local Elders Rural Services branch, Bendigo and Adelaide Bank branch or us during normal business hours. You are not liable for any unauthorised transactions which could have been prevented during any period of unavailability of all these contact points, as long as you notify us within a reasonable time of a contact point becoming available.

When you report the loss, theft or unauthorised use of your card, PIN or password, you will be given a notification number which you should retain as evidence of the date and time of your report.

You should confirm any verbal notification in writing or at one of our branches as soon as possible.

If you find your card after reporting it lost or stolen, do not attempt to use it. Cut it up and return it to us. We cancel all cards reported as lost or stolen.

You can arrange for an emergency replacement card, if required, at the time of reporting your card lost or stolen.

This page has been intentionally left blank

This page has been intentionally left blank

This page has been intentionally left blank



**Rural Bank Limited**  
**ABN 74 083 938 416**

**Postal Address:**  
**GPO Box 551,**  
**Adelaide SA 5001**

**Registered Office:**  
**Level 1, 27 Currie Street,**  
**Adelaide SA 5000**

**Telephone: 1300 660 115**  
**Facsimile: 08 8121 0106**  
**[service@ruralbank.com.au](mailto:service@ruralbank.com.au)**  
**[www.ruralbank.com.au](http://www.ruralbank.com.au)**

This document has been prepared without taking into account your personal circumstances, objectives, financial situation or needs. Terms, conditions, fees and charges and lending criteria may apply. Full details are available by phoning our Customer Service Centre on 1300 660 115, online at [www.ruralbank.com.au](http://www.ruralbank.com.au), or by visiting your local branch. Products are issued by Rural Bank Limited and distributed by Elders Rural Services Australia Limited ACN 004 045 121. Rural Bank Limited ABN 74 083 938 416 AFSL 238042. Registered office: Level 1, 27 Currie Street, Adelaide SA 5000.

SAP 8839778  
Issue Date: 21 November 2011