



Bank of
Melbourne

Flexi Term Deposit.

No Longer Offered.

Terms and Conditions
and General Information.

Date: 30 October 2020

This booklet sets out the terms and conditions for Bank of Melbourne Flexi Term Deposits, along with general information about our banking services.

This booklet does not contain all of the Terms and Conditions that apply to you. Further Terms and Conditions are set out in the Account Confirmation we give you after your Account is established or renewed.

Further information about our products and services is available by visiting our website **bankofmelbourne.com.au**

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Part A – Terms and Conditions that apply to Flexi Term Deposits.

Table 1 – Summary of account features and benefits: Flexi Term Deposits

	Flexi Term Deposit	Further Details
Most suitable if you need	A fixed term investment that pays a fixed rate of interest with the flexibility to withdraw partial funds at no interest reduction (up to a capped amount). With a choice of terms (from 1 month to 12 months) and interest paid at maturity.	
Will I get regular advices?	Opening Confirmation, Maturity, Reinvestment and Repayment advices are sent.	
Account Opening		
Minimum balance	\$50,000	Clause 2.4, 10.3 of Section 1
Choice of Terms	From 1 month to 12 months	
Accessing Your Account		
Withdrawals Allowed	✓ (You can withdraw up to your maximum Flexi Funds Balance with no interest rate reductions or fees. Once you exceed your Flexi Funds Balance there are a maximum of 2 withdrawals and the interest rate may be reduced)	Clause 10 of Section 1
Internet Banking	✓	
Phone Banking	✓	
Branch	✓	
Bank@Post	✓	
Card Access	✗	
Other features and benefits		
Interest Payment options	✓	Clause 3 of Section 1

Section 1 – Accounts.

1 About these terms and conditions.

- 1.1 These terms and conditions apply to your Account.
- 1.2 You should read the Terms and Conditions carefully, along with any other terms and conditions we give you that apply to your Account.
- 1.3 Separate terms and conditions apply to your use of Internet and Phone Banking and Business Banking Online. You can obtain a copy of the terms and conditions for other banking services we offer by:
 - visiting any branch;
 - calling our Customer Contact Centre on **13 22 66**;
 - visiting our website **bankofmelbourne.com.au**

2 Opening an Account.

- 2.1 An Account is a term deposit. A term deposit is a deposit that you agree to leave with us for a fixed term.
- 2.2 When you open an account interest will be paid at maturity.
- 2.3 We require a minimum opening deposit for an Account.
- 2.4 When you open an Account with us:
 - (a) you will need to provide any information we reasonably request about you or any other person (such as a signatory or beneficiary); and
 - (b) you may give us your Tax File Number (TFN), or quote an applicable exemption. Collection of TFNs by us is authorised by tax law. You do not have to give us your TFN or quote an exemption, but we are required to withhold tax from interest payments if you do not.
- 2.5 We may refuse to accept any deposit.

3 Interest.

- 3.1 The interest rate applying to your Account is set out in the Account Confirmation we give you after your Account is opened or renewed.
- 3.2 Subject to clause 10.6 of Section 1, the interest rate on an Account will not change during the term unless the rate is changed by us as a result of you changing the details of your Account such as the amount, term or the interest payment options (where permissible) during a Grace Period.

- 3.3 Unless we specify otherwise, if we quote you an interest rate, the rate that applies to your Account may be different if the Account is not opened or renewed on the same day as the quote is provided.
- 3.4 We give you the Funding Period after your Account is first opened to deposit funds to your Account (the Funding Period does not apply to renewed Accounts). The interest rate that will apply to your Account will be based on the balance of your Account at the end of the Funding Period.
- 3.5 You can obtain current rates on Bank of Melbourne Flexi Term Deposits by:
- visiting any branch;
 - calling our Customer Contact Centre on **13 22 66**;
 - logging onto Online Banking.
- 3.6 From time to time we may make special rates available for Accounts in addition to our standard rates. Visit your local branch to find out if a special rate may be available to you.
- 3.7 Interest is calculated daily on the balance of your Account at the end of each day including the day of deposit, but excluding the day of withdrawal.
- We calculate the interest on your Account for a day by dividing the interest rate by 365 (even in a leap year) and multiply that sum by your account balance on that day. We accrue that amount with other daily interest amounts we calculate on your Account until the date we pay the accrued interest to you.
- 3.8 Interest will be paid at the times agreed between you and us, depending on how much you invest and for how long.
- Any interest payments that fall within 8 working days of the maturity date will be paid at maturity along with the other interest payable up to maturity. For the purpose of this clause, a "working day" means any day other than a Sunday or a day that is a public holiday throughout Australia.
- 3.9 We pay your interest into that account. With other interest payment options, you choose whether the interest is reinvested at maturity, paid to a nominated account you have with us or another financial institution that is acceptable to us for the payment of interest, or paid by cheque. The option for payment of

interest by cheque is not available for our Fast Track Guarantee, or where you have used the funds in your Account to secure a bank guarantee.

- 3.10 For all Accounts the frequency of interest payments for your Account is set out in the Account Confirmation we give you after your Account is opened or renewed.

4 Fees and charges.

There are no account service fees or transaction fees payable on your Account. Fees may be payable for other banking services you request.

5 Adjustment of debits and credits to your Account.

- 5.1 We credit payments to your Account as soon as practicable after we receive them. This is not necessarily the same day that we receive the payment.
- 5.2 We may subsequently adjust debits and credits to your Account, and the balance of your Account, so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a deposited cheque or a direct entry payment is dishonoured). If we do this we may make consequential changes (including to the interest payable, or already paid on your Account).

6 Account Confirmations.

- 6.1 Each time you open an Account, or your Account is renewed, we will give you an Account Confirmation setting out the details of your Account, including the interest rate, the term and the interest payment frequency. The Account Confirmation forms part of the governing terms of your Account. Copies of Account Confirmations are available on request.
- 6.2 You should check the Account Confirmation, and all other information we give you, carefully and promptly report any error or unauthorised transaction to us. You can do so by:
- visiting any branch;
 - calling our Customer Contact Centre on **13 22 66**.
- 6.3 We do not issue statements of account for Flexi Term Deposits.

7 Deposits.

- 7.1 We may set maximum and minimum amounts for deposits to an Account.
- 7.2 Funds deposited to your Account will not be available for withdrawal until cleared (this ordinarily takes 3 business days). We may refuse to accept any cheque for deposit. If a cheque is deposited through one of our agents, the clearance time may be longer.
- 7.3 An Account is an Australian dollar account. If we receive an amount or item in a foreign currency for deposit to your Account (including a telegraphic transfer or cheque drawn in foreign currency) we will convert the foreign currency amount into Australian dollars using an exchange rate that we set. Visit any branch for more information about exchange rates that we offer. Additional fees may also apply.
- 7.4 If you deposit a cheque or other item (a "foreign item") drawn in Australian dollars on an overseas financial institution or drawn in a foreign currency, our collection of the foreign item is subject to additional terms and conditions. You may ask for a copy of the additional terms and conditions at any branch. The terms and conditions applying to our collecting a foreign item for deposit to your Account include (along with other terms) that:
- (a) the proceeds of the foreign item will not be available for withdrawal until clearance by the overseas bank. Clearance takes approximately 3 to 6 weeks, but is dependent on the processing times of the overseas bank; and
 - (b) the foreign item may be dishonoured at any time after you withdraw against the proceeds of the item.

If a foreign item is dishonoured, we debit the amount of the foreign item to your Account. We apply the exchange rate applicable at the date we process the dishonour to work out the Australian dollar amount that will be debited to your Account, and the exchange rate may be different from the exchange rate applicable at the time the foreign item was deposited. This means that the amount debited to your Account when the dishonour is processed may be more than the amount credited to your Account when the foreign item was deposited.

8 Renewing your Account.

- 8.1 Unless you tell us or we specify otherwise, we will renew your Account automatically when the term ends.
- 8.2 If a Grace Period applies, we give you a Grace Period after the end of the term to:
 - (a) ask us to close the Account; or
 - (b) change the details of the renewed Account (such as the amount, term and the interest payment options).
- 8.3 If your Account is renewed automatically, your Account will be renewed for the same term as your maturing Account, at whatever interest rate we make available at the time of your Account renewal for that same term and balance. If we do not offer a term deposit for the same term as your maturing Account at the time of renewal, we will choose the most similar term from those we make available at the time your Account is renewed. The terms and conditions applying to your Account (as varied) will apply to your renewed Account.
- 8.4 The interest rate applying to your renewed Account may change if you make any changes to the details of your Account (such as the amount, term or the interest payment options) during the Grace Period. If you make any changes, we will confirm the interest rate (and other details) applying to your Account in the Account Confirmation we give you after the Account is renewed.
- 8.5 Bank of Melbourne may offer special interest rates on selected terms. The terms that offer special rates vary from time to time. Therefore if you have a special rate, that rate will generally only apply for a single term. Higher or lower rates may apply for subsequent terms. We encourage you to contact us when your term deposit matures to discuss the rates that are available at that time.

9 Options.

We may offer you an option to renew your Account with the same details as those that apply to your maturing Account for the term before the option is exercised. Unless we specify otherwise:

- (a) you will not be able to exercise the option if you change any of the details of your Account at the end of the term (including the length of the term, amount deposited or interest rate payment options); and

- (b) you may only exercise an option to renew your Account once. The option will not be available for subsequent renewals.

10 Withdrawals.

- 10.1 At the end of the term or, (if a Grace Period applies to your Account) during a Grace Period, you may withdraw some or all of the balance of your Account by instructing us to repay the amount into an Account that you nominate or in any other way we agree.
- 10.2 Except as permitted under clause 10.1 or clause 10.8 of Section 1 or unless we agree or specify otherwise during any term:
 - (a) you may not make more than two withdrawals of only part of the balance of your Account during the term (not including the Grace Period); and
 - (b) the minimum amount that may be withdrawn when withdrawing only part of the balance of your Account is \$2,000.
- 10.3 Where a minimum balance requirement applies to your Account, you may not withdraw an amount that would result in the balance of the Account falling beneath the minimum required, unless you close your Account.
- 10.4 If your Flexi Term Deposit account balance is less than \$50,000 at the end of the Funding Period (for new accounts) or as at the end of the Grace Period (for existing accounts), your Flexi Funds Balance will be \$0 until the end of the remaining term.
- 10.5 If you ask us to withdraw only some of the balance of your Account on a specified day, and that day is not a Business Day:
 - (a) we will withdraw the amount on the next Business Day; and
 - (b) we will treat the withdrawal as having been made on the day you specified, including for the purpose of interest calculation.

This means we will not pay interest on the withdrawn amount from the day you instructed us to withdraw it, even if we pay the amount to you later.

- 10.6 If you withdraw an amount during the term, which is not permitted under clause of Section 1, we may reduce the interest rate that applies to that amount withdrawn for the period that amount was deposited (but only

from the day that the Account was last renewed) as set out below.

When withdrawal is made	Rate applicable for the balance remaining on deposit
Outside a Grace Period.	The rate that applied to your Account immediately prior to the withdrawal will be applied to the remaining balance.

- 10.7 If you withdraw an amount during a Grace Period, we will pay interest on the withdrawn amount at the Grace Period Rate for the period that the withdrawn amount had been deposited (but only from the day that the Account was last renewed). The Grace Period Rate is variable. Interest Rates are available by logging onto Online Banking.
- 10.8 You may make one or more withdrawals of part of the balance of your Account (provided each withdrawal is at least \$2,000) up to the limit of the Flexi Funds Balance. You will not incur an interest rate reduction on the withdrawn amount provided you have not exceeded the Flexi Funds Balance. Any withdrawal or portion of a withdrawal which exceeds the Flexi Funds Balance will be counted as an additional partial withdrawal under clause 10.2 of Section 1 (even if the portion exceeding the Flexi Funds Balance is less than \$2,000) and may incur an interest rate reduction in accordance with clause 10.6 of Section 1.

Example.

A customer deposits \$100,000 into a new Flexi Term Deposit for 8 months.

Three months later the customer requests the Bank to withdraw \$15,000 from the Flexi Term Deposit.

Since the amount of the withdrawal exceeds the Flexi Funds Balance (i.e. 10% of \$100,000 = \$10,000), the customer will incur an interest rate reduction on the portion of the withdrawn amount which exceeds the Flexi Funds Balance, i.e. an interest rate reduction will apply to \$5,000.

The customer will be entitled to only one more request to withdraw part of their balance since the amount

which exceeded the Flexi Funds Balance will constitute a withdrawal request under clause 10.2 of Section 1.

- 10.9 Where the reduction of the interest rate results in an amount payable by you, any interest that has accrued on your Account but which has not been paid (if any) will be offset against that amount payable, and any amount remaining payable after the offset will be deducted from the balance of your Account.

11 Account combination.

- 11.1 At the end of the term, or if we repay your Account before the end of the term, we may, without notice to you, to set-off or combine any of the balance of your Account with the balance of another of the accounts you hold with us, unless:

- (a) the accounts are not held by the same person or persons; or
- (b) we know that the accounts are held in different capacities (for example, one is held by you as a trustee); or
- (c) doing this would breach the Code of Operation for Centrelink Direct Credit Payments.

- 11.2 We will give you notice promptly after we combine your accounts.

12 Joint Accounts.

- 12.1 The credit balance of a joint Account is held jointly by all Account holders. This means that each Account holder has the right to all of the balance, jointly with the other Account holders.

- 12.2 If a joint Account holder dies, the remaining account holder holds the credit balance and, if there is more than one, those remaining Account holders hold the credit balance jointly.

- 12.3 The joint Account holders must sign an authority to tell us the method by which they permit operations on the joint Account. Any Account holder can require us to operate the Account on the signature of all Account holders. If you ask for an Account to be operated jointly, some Account features may not be available. If we are made aware of any dispute on a joint Account, we may choose to require all Joint Account holders to sign to authorise any operation of an Account.

12.4 We may accept a cheque to open a joint Account which is payable to any one or more of the joint account holders or partners of a partnership.

13 Authority to Operate.

13.1 You may nominate a person to operate on your Account by completing an "Authority to Operate" form available at any branch.

13.2 We will not allow a person to operate on your Account until their identity has been verified in accordance with our identification procedures.

13.3 We may impose limits on who you may authorise to operate on your Account (such as limits on the number of people authorised to operate on your Account).

13.4 If the Account holder is a company, partnership or a trustee:

- (a) for trusts, all trustees must be authorised to operate on the Account;
- (b) for sole director companies, the sole director must be authorised to operate on the Account;
- (c) for companies other than sole director companies, at least two directors, or at least a director and a company secretary, must be authorised to operate on the Account; and
- (d) for partnerships, at least two partners must be authorised to operate on the Account.

13.5 By signing an Authority to Operate, you instruct us to allow a person to be authorised to operate on your Account and to conduct any transactions on your Account that you could.

13.6 Any person able to operate on your Account must be authorised by you, including if you are a company, partnership or trustee. You must not enable any person to operate on your Account by voluntarily disclosing any Access Method to them.

13.7 An Authority to Operate will remain in force until we cancel it, or receive written notice of cancellation notice of the death of the person granting the authority and that notice has been processed by us (this may take up to two Business Days). Notice of cancellation must be signed by all other Account holders. We may require a new Authority to Operate before we allow further operations on your Account.

- 13.8 If we are notified of a dispute about an Authority to Operate or the owner or owners of an Account, we may refuse to allow operations on your Account until all parties concerned have signed any authority we require.
- 13.9 We will not allow a person to operate on your Account until his or her identity has been verified in accordance with our identification procedures.
- 13.10 We are not liable for any loss or damage caused to you by persons authorised to operate on your Account, except where it arises from fraudulent conduct by our agent or employee, or if we are liable under a statute, the Banking Code of Practice or the ePayments Code.
- 13.11 You consent to us giving any person authorised to operate on your Account information about your Account.

Section 2 – General matters.

1 Industry codes.

- 1.1 The Australian Banking Association’s banking code of practice as updated, and adopted by us, from time to time (**Banking Code**) sets out the standards of practice and service in the Australian banking industry for individuals and Small Business customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this document. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code on our website or ask us for a hard copy in branch or over the phone.

Information on current interest rates and standard fees and charges is available on request.

- 1.2 We warrant that we will comply with the ePayments Code where it applies.

2 Changes to the Terms and Conditions.

- 2.1 The Terms and Conditions can be changed by us at any time. However, the interest rate for a term may not be changed during the term (note that the return on your Account may be reduced if you withdraw an amount during a term outside a grace period- see clause 10 of Section 1).

2.2 We will give notice of any change to the Terms and Conditions in accordance with the times set out in the table below, and in the manner described in clause 3 of Section 2. However, advance notice may not be given where a change has to be made because of an immediate need to maintain or restore the security of our systems or your Account.

We may give you a shorter notice period, or no notice, of an unfavourable change if it is reasonable for us to manage a material and immediate risk.

Type of change or event	Notification we will give you
<p>A If we:</p> <ul style="list-style-type: none"> (a) introduce a new fee or charge (other than a government fee or charge, see clause 3.6 of Section 2); (b) increase any fee or charge (other than a government fee or charge, see clause 3.6 of Section 2); (c) change the method of calculating interest; or (d) change the frequency that interest is debited or credited. 	<p>At least 30 days before the change takes effect.</p>
<p>B The introduction of, or change to, a government fee or charge that is payable directly or indirectly by you.</p>	<p>In advance of the change, or reasonably promptly after the government, a government agency or representative body notifies us, unless the change has been published by the government, a government agency or representative body.</p>

Type of change or event	Notification we will give you
C If we make any other change.	As soon as reasonably possible (which may be before or after the change is made) or, if we believe the change is unfavourable to you, at least 30 days before the change takes effect.

3 Communications.

- 3.1 Communications relating to your Account, including notice of any changes to the Terms and Conditions, will be given in writing, or in any other way agreed with us.
- 3.2 We may give communications in writing directly or by media advertisement. We may also give communications in writing electronically – see clause 3.7 of Section 2.
- 3.3 If we give a written communication directly, we will send it to the most recent address you have given us. You must promptly inform us of any change to your contact details. Where we send a written communication by ordinary mail, we will regard that notice as given five Business Days after we post it.
- 3.4 You must ensure that your contact details are correct and up to date at all times. You must promptly inform us of any change to your name or address. If we cannot locate you after having made reasonable efforts to do so, we may stop operations on your Account until you give us your current contact details.
- 3.5 If your Account is a joint Account and all Account holders live at the same address, you agree that one Account holder will be appointed the agent of the other Account holders for the purposes of receiving communications from us. This means that only one copy of the communication will be sent for your Account.
- 3.6 If the government introduces or changes a government charge payable directly or indirectly by you, we will notify you in writing, electronically or through media advertisement unless the introduction or change is publicised by a government, government agency or representative body. You agree to receive notice in these ways.

- 3.7 If you agree, we may use electronic means to communicate with you. For example, we may send electronic notices or other communications about our products and services.
- 3.8 We may require any request from you to be in writing, and in a form acceptable to us.
- 3.9 If your business is a partnership, you and each other partner in the partnership acknowledges and agrees that:
- (a) any notice or act of any one or more partners binds all of them, whether or not that notice or act is given or done in carrying out the partnerships business or in the usual way for that business; and
 - (b) these Terms and Conditions continue to bind the partners of the partnership notwithstanding the dissolution, or any change at any time in the constitution, of the partnership.

4 Your privacy.

- 4.1 When you apply for an Account from us, the application form contains a privacy statement which sets out in more detail how we use and when we disclose your personal information in relation to your Account.
- 4.2 We handle your personal information in accordance with the privacy statement in the application form for your Account or our privacy brochure, entitled "Protecting Your Privacy". You can obtain a copy of the brochure by:
- visiting any branch;
 - calling our Customer Contact Centre on **13 22 66**;
 - visiting our website **bankofmelbourne.com.au**
- 4.3 You agree that we may disclose to a related entity of us:
- (a) information about you that is necessary to enable an assessment to be made of your total liabilities (present and future) to us and that related entity; and
 - (b) any other information concerning you, if the related entity provides financial services related or ancillary to those provided by us, unless you tell us not to. Please refer to the General Descriptive Information in Part B of this booklet for information about how you may tell us not to disclose information.

- 4.4 We, or any related entity of us to whom we disclose information pursuant to clause 4.3 of Section 2, may disclose information about or provided by you to employees or outside contractors for the purpose of our or the related entity's businesses. Any outside contractor to whom we or a related entity disclose information will have access to that information only for the purpose of our or the related entity's business and will be strictly prohibited from using that information for any other purpose whatsoever.
- 4.5 You agree that we may disclose information about you in those cases where the Privacy Act 1988 (Cwlth) permits disclosure of such information.
- 4.6 If your Account is in more than one person's name you agree that each person may use your Account and have access to information about your Account without your consent.
- 4.7 You may ask us to provide you with our record of your personal information, your accounts with us and information relating to those accounts. We may charge you our reasonable costs of supplying this information. You may request the correction of any of this information concerning you that we hold. We will deal with your request for access to information or correction of information within a reasonable time.
- 4.8 Unless you give us a written instruction not to do so, we may from time to time send you information concerning financial and other services offered by us or related entities of us.
- 4.9 Further, you may from time to time be contacted by representatives of us or related entities of us. Those representatives may be either employees of, or contractors to, us or the related entity. Any person who contacts you will have access to information about, or provided by you only for the purpose of our or the related entity's business and will be strictly prohibited from using that information for any other purpose whatsoever.

5 Problems and disputes.

- 5.1 If you believe an error has been made, please notify us by:
- visiting any branch;
 - calling our Customer Contact Centre on **13 22 66**.

We will correct any error that is found to be ours as soon as possible.

- 5.2 If you have a problem or complaint about a Banking Service, you should speak to our Customer Service personnel. You can do this by:
- visiting any branch;
 - calling our Customer Contact Centre on **13 22 66**.
- 5.3 To assist us in resolving your problem or complaint, you should:
- (a) report it promptly;
 - (b) state clearly the nature of the problem or your particular grievance; and
 - (c) have available all documents and background information.
- 5.4 If the matter is not resolved to your immediate satisfaction, you can follow the dispute procedures set out below. Please also refer to our "Let Us Know What You Think" brochure for further information about disputes. It is available by:
- visiting any branch;
 - calling our Customer Contact Centre on **13 22 66**;
 - visiting our website **bankofmelbourne.com.au**
- 5.5 You can lodge a complaint at any of our branches or telephone or write to the Senior Manager, Customer Relations at our head office in Sydney. The relevant details are set out on the back of this booklet.
- 5.6 If we do not immediately resolve your complaint to your satisfaction, we will inform you in writing of our procedures for investigating and handling complaints. We will notify you of the name and contact number of the person who is investigating your complaint.
- 5.7 If it is unclear whether you have contributed to any loss, that is the subject of any complaint you make to us, we will consider all reasonable evidence, including all reasonable explanations for a transaction occurring. The fact that your Account has been accessed with the correct codes or passwords, while significant, will not be conclusive evidence that you have contributed to any loss.
- 5.8 We will not require you to raise complaints or disputes in relation to the processing of electronic funds transfers with any other party to the shared electronic funds transfer system. Where we have been notified by another party to the shared electronic funds transfer system, or form the view, that a transaction has been

debited or credited incorrectly to your Account, we will investigate. We will make any corrections to your Account we consider appropriate in the circumstances. We will also notify you as soon as practicable, after reversing an incorrect credit.

- 5.9 Normally, we will complete the investigation of your complaint and inform you of the results of our investigation within 21 days of receiving a complaint. Unless there are exceptional circumstances, we will complete our investigation within 45 days.
- 5.10 Where an investigation continues beyond 45 days, we will inform you of the reasons for the delay, give you monthly updates on the progress of the investigation and a date when a decision can reasonably be expected. We will not do this if we have requested a response from you and we are waiting for that response.
- 5.11 We will inform you in writing of our decision relating to an electronic funds transfer dispute and, if the dispute is not resolved to your satisfaction, any further action you can take to resolve the dispute. We will inform you in writing of our decision relating to any other dispute in writing, unless we agree with you that the notice can be given verbally.
- 5.12 The next available step is a free, independent external dispute resolution scheme (as long as the external dispute resolution scheme has the power to deal with your dispute). The contact details of external dispute resolution scheme are listed on the back cover of these Terms and Conditions. In addition, if your complaint relates to the way we handle your personal information, then you have the right to complain to the Privacy Commissioner. Please refer to our "Protecting Your Privacy" brochure. You can obtain a copy of the brochure by:
- visiting any branch;
 - calling our Customer Contact Centre on **13 22 66**.
- 5.13 If, in relation to an electronic funds transfer, we fail to observe these terms and conditions when we allocate liability or when conducting our complaint investigation and dispute resolution procedures and as a result there is unreasonable delay or the outcome of our investigation is prejudiced, we will accept full liability for the amount that is the subject of the complaint.
- 5.14 There are other external avenues for dealing with disputes such as Australia Securities and Investment

Commission, and your State or Territory Government consumer rights protection agency (such as the Department of Consumer Affairs).

6 Appropriate use of our services.

- 6.1 You warrant that your use of the services we provide will not breach any law of Australia or any other country.
- 6.2 Where we consider it necessary for us to meet our regulatory and compliance obligations:
 - (a) you must provide us with any information we reasonably request;
 - (b) we will disclose information we hold to regulatory and law enforcement agencies, other financial institutions, third parties and members of the Westpac Group; and
 - (c) we may delay, block or refuse to provide any of our services.

We will not be liable to you or any other person for any loss or damage of any kind that may be suffered as a result of us exercising our rights under this clause.

7 Trade practices.

Nothing in these terms and conditions has the effect of excluding, restricting or modifying any rights that by law cannot be excluded, restricted or modified.

8 GST.

- 8.1 We tell you if any fees we charge you are GST inclusive.
- 8.2 If there is a situation in which we are required to pay GST on a payment you make to us, you agree to increase the amount of the payment to include the GST amount.
- 8.3 We will tell you of any additional GST amount you must make on a payment.

9 Assignment.

You cannot assign your rights under the Terms and Conditions.

10 Australian Government's Financial Claims Scheme.

You may be entitled to payment under the Australian Government's Financial Claims Scheme. Payments under the Financial Claims Scheme are subject to a limit for each depositor. Information about the Financial Claims Scheme can be obtained from www.fcs.gov.au

11 Meaning of words.

“Account” means a Flexi Term Deposit that you hold with us.

“Account Confirmation” for a term means the document we give you setting out the details of your Account for that term. Where you make a change to your Account during a Grace Period, we will provide you with a replacement Account Confirmation.

“Business Day” means a day we are open for business, but does not include Saturday, Sunday or any public holiday.

“Flexi Funds Balance” means the lesser of \$25,000 or 10% of your Flexi Term Deposit at the end of the Funding Period (for New Accounts) or as at the end of the Grace Period (for Existing Accounts) unless the Flexi Funds Balance is reduced to \$0 under clause 10.4 of Section 1.

“Funding Period” is three Business Days, including the day your Account is opened, but if the end of the Funding Period would fall on a Sunday or a public holiday, the period ends on the immediately preceding Business Day.

“Grace Period” means the period referred to in clause 8.2 of Section 1. Unless we specify otherwise, the length of the Grace Period is 14 days, but if the end of the Grace Period would fall on a Sunday or a public holiday, the period ends on the immediately preceding Business Day.

“Grace Period Rate” – see clause 10.7 of Section 1.

“GST” means any tax imposed on the supply of any goods, services, real or personal property or other similar things or similar tax.

“Related Entity” means a company that is related to us for the purposes of the Corporations Act 2001.

“Small Business” has the meaning given to it in the Banking Code.

“Terms and Conditions” means these terms and conditions, the Account Confirmation and the Interest Rate Brochure we give you in respect of each term of your Account.

“we”, or “us” or “Bank of Melbourne” or “the Bank” means Bank of Melbourne – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714 ACL 233714 and its successors and assigns.

“**Westpac Group**” means Westpac Banking Corporation and ABN 33 007 457 141 AFSL 233714 ACL 233714 and its related bodies corporate.

“**you**” means the account holder in relation to your Account.

Unless otherwise specified, a reference in this booklet to a time is a reference to EST.

Part B – General information about our banking services.

The following general information is for the guidance of our customers. This Part B does not form part of the Terms and Conditions of your Account.

Branches and agencies.

You can open or close an Account at our branches. Also, any of our branches can tell you the balance of your Account on request.

We may offer a range of banking services through agents appointed by us to provide such services. The full range of banking services provided by us may not be available through any such agent. Please contact our Customer Service Centre, if you require further details. We may pay commissions or make other payments to agents in relation to the banking services they perform under this clause.

General Descriptive Information.

The following general descriptive information is for the guidance of our customers. It is not a complete statement of the matters it deals with. Some aspects of the law that it covers are not settled. You should seek advice if you have any queries on these matters. Also, we can make available to you general information about our account opening procedures (including information about our identification requirements), cheque clearing, bank cheques and complaint handling procedures.

Tax File Numbers

What is a TFN?

A tax file number (TFN) is a number issued by the Australian Taxation Office for a taxpayer. It appears on your tax assessment notice.

How do you get one?

If you do not have a TFN, you can apply for one at the Australian Taxation Office.

Quoting your TFN.

When you open a Flexi Term Deposit with us, you may quote us your TFN for that investment.

If you choose not to quote your TFN for that account, then unless you are exempt, tax law requires us to take out an amount for tax at the maximum personal marginal tax rate plus Medicare levy rate from any interest income on the account.

We will notify you of the amount that we take out at the same time that we notify you of any interest paid.

Exemptions.

In some cases we do not have to take out tax. Contact the Australian Taxation Office for more information. If you are in an exempt category of persons, you should notify us to avoid tax being taken out of your account.

Joint Accounts.

If there is a joint investment by two or more persons, each person will only be taken to have quoted if at least two of them have either quoted their TFN or are exempt. If at least two of them have TFNs, each person will only be taken to have quoted if at least two TFNs are quoted.

Partnerships.

If the partnership has its own TFN, use this when quoting a TFN. If there is no partnership TFN, follow the rules for joint accounts.

Trust Accounts.

If you are a trustee and have a trust TFN, use the trust TFN when quoting a TFN. If you do not have one, use your own TFN.

Accounts held for children.

If you are an adult holding an account for a child, you are a trustee. Follow the rules for trust accounts.

How to quote your TFN.

If you want to quote your TFN or notify us that you are exempt, forms are available at any branch.

Privacy.

We handle your personal information in accordance with the privacy statement in the application form for the product or service applied for in our privacy brochure, entitled "Protecting Your Privacy". You can obtain a copy of the brochure by:

- visiting any branch;
- calling our Customer Contact Centre on **13 22 66**;
- visiting our website **bankofmelbourne.com.au**

Combination and Set-Off.

We can combine or set-off the balance of two or more of your accounts, even if the accounts are at different branches. This may happen when one of your accounts is overdrawn or is in debit. We will not combine or set-off your accounts if:

- (a) the accounts are not held by the same person or persons; or
- (b) we know that the accounts are held in different capacities (e.g. one is held by you as a trustee); or
- (c) doing this would breach the Code of Operation for Centrelink Direct Credit Payments.

Under the Banking Code of Practice, we must promptly give notice to you if we combine any of your accounts, but we need not do so beforehand.

We will not combine or set-off a Flexi Term Deposit against another account before the end of the fixed term for the Flexi Term Deposit or any earlier date on which we repay a Flexi Term Deposit.

If you are in Financial Difficulties.

If you owe us money, we recommend that you tell us promptly if you are in financial difficulty.

Joint Accounts.

If you have a joint account with another person or persons, you will each be liable equally for any amount due to us on the account, unless the contract with us states otherwise.

Usually the contract will state that your liability is both joint and several. This means we can sue all of you or any one of you for the whole of the amount owing.

If you die or become bankrupt, your estate will be liable to the same extent as you were. If you die and there is a credit balance on an account you hold jointly with others, the money does not go to your estate (and so to the beneficiaries under your will) but to the other joint account holders.

It will be up to you and the other joint account holders to say how many of you must sign in order to operate the account. For example, you might arrange with us that each of you has to sign a cheque drawn on the joint account. Alternatively, you might arrange that only one of you needs to sign. This arrangement will be part of your contract with us and may be altered at the request of yourself and the other joint account holders.

However, we will normally treat all authorities for operating the joint account as cancelled once we know of your death and certain conditions have been met or of your bankruptcy.

Also, regardless of any authorities to operate, any party to a joint account can require us to operate the account only on the signature of all parties. This might be done if there is a dispute between the joint account holders.

Financial Institution Cheques

The term “Financial Institution cheque” (which includes a bank cheque) describes a cheque which is to be paid by the Financial Institution itself, rather than from a customer’s account.

Financial Institution cheques are generally treated by the law in the same manner as ordinary cheques. Although many people regard Financial Institution cheques as cash, you should be aware that in some cases a Financial Institution cheque may not be paid by the Financial Institution that issues it.

To clarify the position, the banks who are members of the Australian Bankers’ Association (including us) have adopted the following policy in relation to bank cheques:

- (a) Forged or unauthorised bank cheques – if the signature of an officer of a bank is forged or placed on a bank cheque without the bank’s authority, the bank is not legally liable on it.
- (b) Bank cheque materially altered – a bank will dishonour a bank cheque which has been fraudulently and materially altered. A bank will cooperate with any holder of a cheque, or a person who is about to receive it, who may want to verify that the cheque is a valid bank cheque.

- (c) Bank cheque reported stolen or lost – where a bank is told that a bank cheque is lost or stolen and is satisfied that this is the case, the bank will not honour it if it is presented for payment by a person who has no right to it. The bank may provide a replacement bank cheque.
- (d) Court order restraining payment – a bank must observe an order of a court restraining the bank from paying its bank cheque which is presented for payment while the order is in force.
- (e) Failure of consideration for the issue of bank cheque – where a bank has not received payment for issuing a bank cheque to a customer (e.g. the customer’s cheque to the bank in payment for the bank cheque is dishonoured), the bank will refuse to pay the bank cheque only if the person presenting the bank cheque for payment:
 - (i) has not given the value for it (e.g. the bank cheque is stolen); or
 - (ii) has given value for it but at the time of doing so he or she knew the bank had not been paid for the bank cheque (e.g. that the cheque in favour of the bank had been dishonoured).

What to do if you have a problem or dispute.

If you’re ever unhappy about something we’ve done – or perhaps not done – please give us the opportunity to put things right.

Where possible, we will attempt to resolve your complaint on the spot. And if we need to take some additional time to get back to you, we will let you know. In the event we can’t resolve your concern at your first point of contact, we will refer the complaint to our dedicated Customer Experience team.

Our Customer Experience Managers aim is to respond to your complaint as quickly as possible, however some complaints may take longer to resolve than others. We will keep you informed as to the progress of your complaint.

You can contact us by:

Telephone: **13 22 66**

Online: Go to our website, bankofmelbourne.com.au and click on ‘Contact Us’ and select ‘Feedback and Complaints’ where you can complete the Online ‘secure feedback form’

Mail: Bank of Melbourne Customer Experience,
Level 5, 150 Collins Street,
Melbourne VIC 3000

If you are still unhappy

If you are unhappy with the outcome of your complaint, then please feel free to contact our Westpac Group Customer Advocate.

The role of the Customer Advocate is to provide an objective and independent review of the outcome.

The Westpac Group Customer Advocate can be contacted by email: customeradvocate@westpac.com.au

Information to Include in your correspondence;

- Your customer number and complaint reference number
- Your preferred contact details
- A brief description of your complaint

If you are not satisfied with our response or handling of your complaint, you may be able to lodge a complaint with the free, independent external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA). AFCA's details are set out below.

Australian Financial Complaints Authority

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

Mail: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001.

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**Bank of
Melbourne**

Important.

Should you lose your card, please immediately notify the 24-hour Card Service Centre hotline on **1800 772 266**, 7 days a week (free call), **+61 3 9982 4156** outside Australia.

For General Customer Enquiries, please call **13 22 66** 8am – 8pm, Monday – Saturday.

 **Bank of Melbourne**