



Bank of
Melbourne

Unsecured Personal Overdraft Agreement.

General Terms
and Conditions.

Product is no longer
for sale.

Effective date: 8 October 2024

We're here to help.

For general enquiries relating to your overdraft

- Visit us online at bankofmelbourne.com.au/personal/personal-loans/personal-overdraft
- Call us 7 days a week on 13 22 66
- Talk to us at any Bank of Melbourne branch

If you wish to contact us in relation to financial hardship assistance, or have a complaint, please see below:

Customer Solutions and Support.

Phone: 13 22 66 (if you are overseas please call +61 3 8536 7870)

Post: Bank of Melbourne Customer Solutions
Level 5, 150 Collins Street, Melbourne VIC 3000

Online: Using the secure feedback form available on our website

You may also talk to us at any Bank of Melbourne branch.

For further information go to our website and search 'Feedback and Complaints'.

Bank of Melbourne Assist.

(if you are experiencing financial difficulties please contact us as soon as possible)

Phone: 1800 600 266

Online: bankofmelbourne.com.au/contact-us/financial-hardship

Australian Financial Complaints Authority (AFCA).

If you are not satisfied with our response or handling of your complaint you may contact this free, independent external dispute resolution scheme.

Phone: 1800 931 678 (free call)

Online: www.afca.org.au

Email: info@afca.org.au

Mail: GPO Box 3, Melbourne VIC 3001

Accessibility support.

Bank of Melbourne welcomes calls through the National Relay Service. If you are deaf, hard of hearing, or have speech/communication difficulty, choose your access option detailed on [National Relay Service](#).

Visit [Bank of Melbourne Access and Inclusion](#) for further information on our more accessible products and services for people with disability or who are neurodiverse.

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Important Information.

These General Terms and Conditions, together with your Offer, set out the terms of your contract. It is important that you read all of the terms of your contract. However, set out below are some of the key terms that you should be aware of before agreeing to enter into the contract:

- As set out in our Privacy Statement, we may collect information about you and about your use of the overdraft, and disclose such information to third parties (this may include suppliers and service providers, credit reporting bodies and government agencies). This means that third parties may hold and use personal information about you.
- You must promptly tell us if your contact details change. If you do not do this, you may miss out on important information. See clause 3.6 for more information.
- If there are two borrowers, each of you can be required to pay the full amount even though you may have some other arrangement among yourselves or not all of you benefit equally. See clause 7.1.
- If you are in default (which is described in clause 9), we may require you to immediately repay the entire balance of your overdraft and you may be liable for reasonable enforcement expenses if we take enforcement proceedings to recover amounts owing to us.
- We may in certain circumstances vary your contract without your consent and, in some cases, without prior notice. See clause 10 for details of the changes we can make and how we can make them.
- We may assign our rights under this contract to someone else without your consent. See clause 11.1.

- We may use your funds held in one account to repay amounts owing to us on another of your accounts. See clause 11.2.
- At any time, we can demand that you repay the full amount outstanding on your overdraft. If you fail to do so, we may treat your overdraft as being in default and commence enforcement action. See clauses 6.1 and 9.1.
- If your balance exceeds your Overdraft Limit, you may incur interest on that amount at a higher interest rate, and we may charge you a fee. See clause 3.2.
- We may, delay, block, suspend or refuse to provide any of our services to you, close your overdraft or request further information from you (and disclose information to other parties) where we consider it necessary for us to meet our regulatory and compliance obligations, or where you may be using our services in a manner that breaches the law. See clause 4 for more details.

General Terms and Conditions.

1. This contract.

This document does not contain all of the terms of the contract or all of the information we are required to give you by law before the contract is made. The rest of the terms of the contract are contained in the Offer. Please read these documents together and keep them along with the governing terms and conditions document for the Transaction Account to which your overdraft is attached.

1.1 Words with special meaning

Balance means the balance of your Transaction Account, based on the deposits, withdrawals, Fees, interest and enforcement

expenses we've recorded on your account at a particular point in time.

Fees means the Fees and Charges detailed in your Offer or subsequently advised to you.

Offer means the Unsecured Personal Overdraft Offer document that sets out the details of your overdraft and forms part of this contract.

Overdraft Limit means the maximum amount you can borrow under this contract.

Total Amount Owning means the outstanding debit balance of your Transaction Account plus all accrued interest and other amounts which you must pay under this contract but which have not yet been applied to your account.

Transaction Account means the bank account to which your overdraft is attached.

Bank of Melbourne, we, us, our means Bank of Melbourne - a division of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714.

you means the person(s) referred to as the customer(s) in the Offer.

1.2 In this contract:

- the singular includes the plural and vice-versa;
- a reference to a document includes any variation or replacement of it.

1.3 Where the relevant provisions of the Banking Code of Practice and ePayments Code apply to the services referred to in this document, we will comply with them.

- You can view a copy of the Banking Code of Practice on our website or ask us for a hard copy at one of our branches or over the phone.

- You can also view a copy of the Banking Code of Practice on the Australian Banking Association's website: www.ausbanking.org.au.
- The ePayments Code can be found on ASIC's website: www.asic.gov.au.

2. When the contract and overdraft start.

- 2.1 The contract between you and us is formed when you accept the Offer. Subject to clause 2.2 we will then activate your overdraft and these terms and conditions will take effect. The Overdraft Limit will be available on your Transaction Account within 1 business day.
- 2.2 We may decline to activate your overdraft if we have formed a reasonable belief that:
- (a) there is a significant change in your financial position,
 - (b) the information provided to us in applying for the overdraft was materially incorrect, incomplete or misleading,
 - (c) the use of the overdraft may cause harm (including financial abuse) to another person, or
 - (d) we have not received all the documentation and evidence we require about you or the overdraft.

3. Using your overdraft.

- 3.1 Your overdraft is a credit facility attached to your Transaction Account. It allows you to run a negative (debit) balance on your Transaction Account up to the amount of the Overdraft Limit set out in the Offer.
- 3.2 You must not borrow more than the Overdraft Limit. If you do so you must immediately repay the excess and you may incur a Fee. Any

excess amount above the Overdraft Limit will also incur interest at the Unarranged Lending Rate (see clause 5). If you ask us to, we will reduce your Overdraft Limit (subject to any minimum that applies to the product).

- 3.3 The amounts we lend you must be for personal, domestic or household purposes.
- 3.4 If you wish to cancel your overdraft please visit any Bank of Melbourne branch. Before you can do so you must repay in full the Total Amount Owing.
- 3.5 The statements issued for your Transaction Account also cover your overdraft. Statements for your Transaction Account are issued monthly. Note that any uncleared or held transactions may not be reflected in your closing balance, and you should monitor your online banking to confirm your daily closing balance.
- 3.6 You must promptly tell us if your contact details change (including your mailing address, email address and telephone number). If you do not do this, you may miss out on other important information. For example, we may not be able to send you certain notices or you may not receive notices that we do send.

4. Appropriate use of your overdraft.

You must not use your overdraft in a way that would breach any law of Australia or any other country. 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 (including the Australian Tax Office), other financial institutions, third parties and members of the Westpac Group;

- (c) we may delay, block, suspend or refuse to provide any of our services to you or close your overdraft; and
- (d) we may exercise our discretion to cancel the overdraft before it is drawn or cancel/suspend further drawings where we reasonably believe the use of the overdraft has caused harm (including financial abuse) to another person.

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.

5. Interest and Fees.

5.1 Interest is calculated on a daily basis by multiplying the debit Balance* of your Transaction Account at the end of each day by the applicable annual percentage rate divided by 365. The table below shows the annual percentage rate that applies to each part of the Balance.

Part of debit Balance	Annual percentage rate that applies
Any amount in excess of your Overdraft Limit (unless the excess is repaid on the same day)	Unarranged Lending Rate
Any amount that is overdue in relation to clause 6 (Repayment)	
All other amounts	Unsecured Personal Overdraft Rate

* When your Transaction Account is in credit (has a positive balance) your debit Balance is zero.

The annual percentage rates shown in your Offer are those that applied on the Disclosure Date (the date the Offer was made). These rates are variable.

- 5.2 Interest will be applied to your account at the end of the day on the last day of each month.
- 5.3 Details of the Fees that apply to your overdraft can be found in the Offer. Fees are applied to your account on the day they become payable. Fees relating to your Transaction Account will continue to apply as set out in the terms and conditions for that account.
- 5.4 If interest or Fees are due to be applied to your account on a day that is not a processing day (for example because it is a Sunday or public holiday) they will be applied on the last processing day prior to that date.
- 5.5 We may change the annual percentage rates that apply to your overdraft, change the amount of any Fees, introduce new Fees, or change the time when Fees become payable. Details of when we may do so and how we will notify you are contained in clause 10. You may also obtain information on current fees, charges and any interest rates on request or you by visiting bankofmelbourne.com.au.

6. Repayment.

- 6.1 You are not required to make regular repayments. However, you must repay the Total Amount Owing on your overdraft:
 - before you cancel your overdraft or close your Transaction Account.
 - if we ask you to. We may do this at any time by issuing you with a written demand for repayment. If we do this, you must repay the amount we demand at the time we specify in the demand.

If you exceed your Overdraft Limit you must immediately repay the excess (see clause 3.2 for further details).

- 6.2 You can make payments to your Transaction Account by:
- (a) direct debit
 - (b) automatic payment from another Bank of Melbourne account
 - (c) Bank of Melbourne Online Banking
 - (d) Bank of Melbourne Telephone Banking
 - (e) BPAY®
 - (f) cash or cheque at any Bank of Melbourne branch or Smart ATM
 - (g) Bank@Post at participating Post Offices

You must always include the BSB and account number for your Transaction Account. Please see the terms and conditions document for the Transaction Account to which your overdraft is attached for further information regarding payments.

7. Joint accounts.

- 7.1 If there is more than one of you, each of you is individually liable for the Total Amount Owing. This liability will continue for each of you unless we determine that one or more of you is not liable or is no longer liable.

Warning: This means that each of you can be required to pay the whole amount even though you may have some other arrangement among yourselves or not all of you benefit equally.

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7.2 Either of you can write to us and terminate your liability for future advances on your joint account, but if you do so, we may need to cancel your overdraft and block your Transaction Account. In any event, each of you remain liable for all transactions either of you make prior to the date you terminated your liability for future advances on your joint account, even if the transactions are applied to the account after the cancellation date.

8. Review.

8.1 We may review your account from time to time. You must give us any information we reasonably ask for concerning your financial position and your performance under this agreement. We may reduce the Overdraft Limit or stop providing further credit. If we do so, we tell you in writing.

We may do this:

- if you exceed your overdraft limit
- if we suspect fraud or need to take action to prevent losses
- to manage regulatory, credit or security risk; or
- if we consider it reasonably necessary to assist you to meet your obligations under this contract, or for our capital management purposes.

9. Default and enforcement.

When are you in default?

9.1 You are in default under this contract if:

- (a) you don't make the required payments when due
- (b) you become bankrupt or enter into any arrangement with a creditor

- (c) we have formed a reasonable belief that you have acted fraudulently in connection with this contract
- (d) you do any of the following:
 - (i) fail to comply with the law
 - (ii) give us materially incorrect, incomplete, or misleading information in connection with this contract; or
 - (iii) use the funds made available to you under this contract for a non-approved purpose.

For us to act under clause (d) we must have formed a reasonable opinion that the act is material or it has a material impact on our credit, legal, reputational or security risks or your ability to meet your obligations under this contract.

What can happen then?

- 9.2 When you are in default we may give you a notice stating that you are in default. If you do not, or cannot, correct the default within the period of time given in the notice (or if you are in default again for a similar reason at the end of that period), then without further notice to you, the Total Amount Owing (if it is not already outstanding) becomes immediately due and payable. We may then take action to recover these amounts.
- 9.3 You will normally be given at least 30 days' written notice to allow you an opportunity to remedy the default. Sometimes we may take immediate steps to enforce this contract without providing notice, for example, where:
 - (a) we believe, on reasonable grounds, that we were induced by fraud on your part to enter into this contract
 - (b) we have made reasonable efforts to locate you without success; or

- (c) a court authorises us to commence enforcement proceedings without notice to you.

9.4 You may have to pay our reasonable enforcement expenses, including amounts that may be incurred by us or our agents. These will be added to your account as they are incurred and become due for payment at that time.

10. Changes we can make to these terms and conditions.

10.1 Acting reasonably, we may make the following changes to this contract:

- (a) Changes to interest (including changing the annual percentage rates or how we calculate and apply interest);
- (b) Changes to Fees (including introducing new Fees, changing the amount of them, or the time of payment);
- (c) Changes to your Overdraft Limit;
- (d) Other changes that:
 - (i) reflect changes in law, official directives, or the guidance from a regulator;
 - (ii) reflect changes to our business or systems;
 - (iii) reflect current industry or market practice or conditions;
 - (iv) are administrative or correct a mistake;
 - (v) we reasonably think you will benefit from;
 - (vi) are reasonably necessary to protect our legitimate business interests;
 - (vii) impose, remove or adjust transaction limits.

We will generally apply these changes to a class of customers or a product, but where they reflect our risk associated with you, a mistake on your account or will be beneficial to you, we may apply them just to you.

10.2 How and when we will notify you of changes.

Changes to the annual percentage rates	
How	In writing or a notice we publish*
When	On or before the day the change happens

Other changes to interest	
How	In writing
When	If the change is unfavourable to you; at least 30 days in advance. If the change reduces your obligations we do not need to give you notice

Changes to Fees	
How	In writing or a notice we publish*
When	Before or when we issue the next statement after the change takes effect. However, if we believe the change is unfavourable to you; at least 30 days in advance**

Changes that reduce your obligations or extend the time for payment	
How	In writing
When	Before or when we issue the next statement after the change takes effect

Any other changes	
How	In writing
When	At least 30 days in advance**

- * We may use a range of means of publishing a notice from time to time, including in a newspaper, on our website or our Online Banking app, or a combination of one or more of these. We will also inform you of the change before or when we send you the next statement after the change takes effect.
- ** Where it is reasonable for us to manage a material and immediate risk (for example, if you have breached the terms of this agreement), or immediately restore or maintain the security of one of our systems, or a Transaction Account, we may make unfavourable changes with less notice or no notice.

Where we give you notice in writing this may be as a message on your statement. Where we are allowed to do so, we can notify you of changes electronically (e.g. by email or messages in Internet Banking).

11. Other rights that we have.

11.1 Assignment.

We may assign our rights under this contract to someone else.

You may not assign your rights under this contract to another person.

11.2 **Set-off.**

If you also have another account with Bank of Melbourne we may use funds from that account to pay amounts owed on your overdraft. If we exercise this right, we will notify you promptly in writing. Unless specifically allowed under law, you may not set off or deduct any amounts we owe you against amounts you owe on your overdraft.

11.3 **Waiver of rights**

We may choose at any time to waive any of our rights under this contract. A waiver by us is not a change to, and does not reduce our rights, under this contract.

12. **What to do if you have a problem or complaint.**

Delivering on our service promise.

We're constantly striving to provide the best possible service, and we'll do our best to resolve any concern you have efficiently and fairly.

Our commitment to you.

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

Our aim is to resolve your complaint within 5 business days, and where possible we will resolve your complaint on the spot. If we need additional time to get back to you, we will let you know. Should we be unable to resolve your concern at your first point of contact, we will then refer the complaint to our dedicated Customer Managers in our Customer Solutions team.

Our Customer Solutions Customer Managers are here to find a solution for you and will ensure that you're regularly updated about the progress we are making to resolve your complaint.

Details of how to contact us can be found at the front of this document.

If you are still unhappy.

If you are not satisfied with our response or handling of your complaint, you can contact the external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA).

Australian Financial Complaints Authority.

The Australian Financial Complaints Authority (AFCA) provides a free and independent service to resolve complaints by consumers and small businesses about financial firms (e.g. banks), where that complaint falls within AFCA's terms of reference.

AFCA's details can be found at the front of this document.

13. General.

- 13.1 You confirm that all information that you have provided in connection with your loan is true and correct. We have relied on the correctness of this information in entering into this contract and will continue to do so in dealing with you.
- 13.2 This agreement is governed by the law of the place of your address as stated in the Offer or subsequently advised to us. If we do not hold an address for you or your address is outside of Australia the law of New South Wales will apply. You and we submit to the non-exclusive jurisdiction of the courts of that place.

**The following Information Statement
DOES NOT form part of the Loan Contract.**

Information Statement.

Things you should know about your proposed credit contract.

Bank of Melbourne is your credit provider. This statement tells you about some of the rights and obligations you and we have. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact us and, if you still have concerns, the AFCA scheme, or get legal advice.

The Contract.

1. **How can I get details of my proposed credit contract?**

We must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before:

- your contract is entered into; or
- you make an offer to enter into the contract, whichever happens first.

2. **How can I get a copy of the final contract?**

If the contract document is to be signed by you and returned to us, you must be given a copy to keep. Also, we must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to us and ask for one. We may charge you a fee. We have to give you a copy:

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3. Can I terminate the contract?

Yes. You can terminate the contract by writing to us so long as:

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by us has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

4. Can I pay my credit contract out early?

Yes. Pay us the amount required to pay out your credit contract on the day you wish to end your contract.

5. How can I find out the pay out figure?

You can write to us at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

We must give you the statement within 7 days after you give your request to us. You may be charged a fee for the statement.

6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits us to charge one) and other fees.

7. Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

8. Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published by your credit provider.
- you get 20 days' advance written notice for:
 - a change in the way in which interest is calculated; or
 - a change in credit fees and charges; or
 - any other changes by you credit provider,

except where the change reduces what you have to pay or the change happens automatically under the contract.

9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to us. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an

independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at:

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

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at www.asic.gov.au.

Insurance.

10. Do I have to take out insurance?

We can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, we cannot insist that you use any particular insurance company.

11. Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by us. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal. Also, if you acquire an interest in any such insurance

policy which is taken out by us then, within 14 days of that happening, we must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

12. If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13. In that case, what happens to the premiums?

We must give you a refund or credit unless the insurance is to be arranged with another insurer.

14. What happens if my credit contract ends before any insurance contract over mortgaged property?

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

Mortgages.

15. If my contract says I have to give a mortgage, what does this mean?

A mortgage means that you give us certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to us.

16. Should I get a copy of my mortgage?

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if we have previously given you a copy of the mortgage document to keep.

17. Is there anything that I am not allowed to do with the property I have mortgaged?

The law says you cannot assign or dispose of the property unless you have our, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or cannot do with the property.

18. What can I do if I find that I cannot afford my repayments and there is a mortgage over property?

See the answers to questions 22 and 23.

Otherwise you may:

- if the mortgaged property is goods – give the property back to us, together with a letter saying you want us to sell the property for you;
- sell the property, but only if we give permission first; or
- give the property to someone who may then take over the repayments, but only if we give permission first.

If we won't give permission, you can contact the AFCA scheme for help.

If you have a guarantor, talk to the guarantor who may be able to help you.

You should understand that you may owe money to us even after the mortgaged property is sold.

19. Can my credit provider take or sell the mortgaged property?

Yes, if you have not carried out all of your obligations under your contract.

20. If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. You have 7 days after receiving our request to tell us. If you do not have the goods you must give us all the information you have so they can be traced.

21. When can my credit provider or its agent come into a residence to take possession of mortgaged goods?

We can only do so if we have the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

General.

22. What do I do if I cannot make a repayment?

Get in touch with us immediately. Discuss the matter and see if you can come to some arrangement. You can ask us to change your contract in a number of ways:

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

23. What if we cannot agree on a suitable arrangement?

If we refuse your request to change the repayments, you can ask us to review this decision if you think it is wrong.

If we still refuse your request you can complain to the AFCA scheme. Further details about this scheme are set out below in question 25.

24. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

25. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.



Bank of
Melbourne

Bank of Melbourne acknowledges the Traditional Owners as the custodians of this land, recognising their connection to land, waters and community. We pay our respects to Australia's First Peoples, and to their Elders, past and present.

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