

# Rabobank Online Savings **Terms and Conditions**

Effective from 1 August 2019



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## PART A

### 1 Requirements to open an Account

- 1.1 Rabobank Online Savings accounts can be owned by:
  - (a) one individual ("Individual Account");
  - (b) two individuals ("Joint Account");
  - (c) one or more trustee(s) of an SMSF (one company and/or up to 4 individual trustees)("SMSF Account"); or
  - (d) another entity we agree to.
- 1.2 Each individual or trustee owner of an account must be at least 16 years old.
- 1.3 We may decline to accept anyone as a customer.
- 1.4 All Rabobank Online Savings customers are required to hold a High Interest Savings Account (HISA) – an at-call variable rate deposit account with no minimum balance and no fees. In addition to a HISA, each customer can open:
  - (a) one PremiumSaver – an at-call deposit account which earns a higher rate of interest when you meet certain conditions;
  - (b) one Purpose Saver - a variable rate at-call deposit account;
  - (c) one 31 Day Notice Saver - a variable rate deposit account which requires you to provide a notice period of 31 days in order to withdraw funds ;
  - (d) one 60 Day Notice Saver - a variable rate deposit account which requires you to provide a notice period of 60 days in order to withdraw funds;
  - (e) one 90 Day Notice Saver - a variable rate deposit account which requires you to provide a notice period of 90 days in order to withdraw funds; and
  - (f) multiple Term Deposits.

#### Residence and contact details

- 1.5 Your residential and postal addresses must be in Australia, and you must be an Australian tax resident at all times while you are a customer of Rabobank Online Savings. If you do not meet these requirements, then you must inform us immediately, as it may no longer be possible for us to provide any services or products to you and, if this is the case, we may close all of your Accounts.
- 1.6 You must provide us with a valid and current:
  - (a) email address ("Nominated Email Address");
  - (b) residential and, if applicable, postal address; and
  - (c) Australian mobile phone number.We will associate these details with your Account.

#### Linked Account

- 1.7 You must nominate a Linked Account , which is an account: (i) in the same entity name as your Rabobank Online Savings Account; (ii) which you own and operate with an Australian financial institution; and (iii) which can accept debits and credits.
- 1.8 You represent that, if your Linked Account is owned by more than one person, it can be operated individually by each owner.
- 1.9 You must complete any steps we request in order for us to verify your Linked Account and you must advise us if your Linked Account details change or it is closed.

### 2 Authorised Signatories

- 2.1 Other than for individual and Joint Accounts, an Authorised Signatory must be nominated for each account. The Authorised Signatory must be an individual who is 18 years or older who is either a trustee or a director (or other capacity agreed to by us) of the entity which owns the Account.

- 2.2 An Authorised Signatory has full authority on the Account and is also responsible for the performance of any obligation of the Account owner(s).
- 2.3 The Digipass and correspondence will be sent to the Authorised Signatory. Only the Authorised Signatory may give us instructions relating to that Account, which shall be deemed to be given on behalf of all Account owners, and communications, including notices, given to the Authorised Signatory will be deemed to be given to all Account owners.
- 2.4 You must notify us promptly of any change in the ownership of an Account. The Terms and Conditions will continue to bind all Account owners until we have been notified of the change, and any new Account owners have passed our customer onboarding requirements.

### 3 Intermediaries and Attorneys

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- 3.1 We will accept instructions in relation to your Account from an Intermediary where you have signed an authority acceptable to us that permits that Intermediary to do so on your behalf. The Intermediary must be verified and approved by us before we can accept instructions from them on your behalf.
- 3.2 We may, at any time, withdraw our recognition and/or approval of an Intermediary, in which case we will inform you as soon as practicable that we have done so, and we will no longer accept instructions from that Intermediary on your behalf.
- 3.3 We may pay commission to your Intermediary based on the amount you invest with us as disclosed in our Financial Services Guide. For full details on any commission paid please contact, or refer to the information provided to you by, your Intermediary.
- 3.4 If you have authorised an Attorney to open and/or operate your Account, they need to complete a paper application form and provide us with the original or certified copy of a valid power of attorney or court/tribunal order, together with any other relevant documentation we request. The Attorney must also be authorised to operate your Linked Account.
- 3.5 We may provide copies of your statements and other notices relating to your Account to your Intermediary or Attorney unless you notify us in writing that you no longer wish for us to do this.
- 3.6 Your Intermediary or Attorney must comply with these Terms and Conditions, and you agree to be responsible for the conduct of your Intermediary or Attorney. If you wish to revoke their authority to operate on the Account, you must notify us in writing. Unless we have received a written revocation of an authority, we will assume that the Intermediary or Attorney is authorised to operate your Account and/or give us instructions on your behalf.

### 4 Death of an Account owner or Authorised Signatory

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- 4.1 In the event of the death of an Individual Account owner or an Authorised Signatory, we will block the Account and the Digipass once we have received notification of the death. We will only allow access to the Account again once we receive all relevant documentation which we may request, including appropriate confirmation of the identity of the deceased's personal representative(s).
- 4.2 In the event of the death of an owner of a Joint Account, the surviving account owner will own the Account once we have received notification of the death, together with any other relevant documentation which we may request.

## PART B

### 5 Instructions and Transactions

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- 5.1 You can give us instructions and perform transactions on your Account through our Internet Banking Services. In order to access Internet Banking Services you will need a Digipass and PIN. We will issue one Digipass for each Individual Account, Joint Account and SMSF Account, however upon request, we can issue an additional Digipass for a Joint Account.
- 5.2 We may impose any conditions or restrictions on your use of the Internet Banking Services, and we may alter, suspend or terminate your use of the Internet Banking Services if, in our reasonable opinion, such action is necessary:
  - (a) to maintain the security or integrity of our banking systems or the Internet Banking Services;
  - (b) to limit or prevent a suspected or potential fraud or illegal activity; or
  - (c) to comply with any Applicable Regulations.
- 5.3 We may refuse to act on any instructions or transactions:
  - (a) which we consider may be invalid, not given in accordance with our reasonable requirements, given without your authority, unlawful or not clear; or
  - (b) if we believe there may be a dispute in relation to the control of an Account or ownership of funds in an Account, in which case, we may also elect to block the Account.

Once we have blocked an Account, you must provide us with any evidence we request in order to reasonably satisfy us that there is no longer a dispute, or otherwise, evidence which confirms your, or another person's legal entitlement to the funds in the Account, before we can lift this block.
- 5.4 If you have a Joint Account, either Account owner can ask us to change the Account authority so that you both have to approve any future withdrawals, however such transactions may not be able to be performed through Internet Banking Services.
- 5.5 Daily cut-off times transactions are at our discretion and may change at any time and may vary depending on the type of transaction. The current daily cut-off times for transactions are displayed on our Website. If your instruction is received after the relevant daily cut-off time or falls on a non-Business Day, it will be processed on the next Business Day.
- 5.6 None of your Accounts may have a debit balance at any time. We will not process an instruction or transaction if there are insufficient funds in your Account.
- 5.7 Funds are not available until cleared.

### 6 Deposits and Withdrawals

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- 6.1 All deposits and withdrawals must be performed electronically through internet banking. Cash, cheques and deposits in currencies other than Australian dollars, real-time gross settlements (RTGS) and international transfers are not accepted.
- 6.2 Subject to any withdrawal restrictions, you can transfer funds internally between your Accounts.
- 6.3 The only transfers allowed from your Account to an external account is to your Linked Account.
- 6.4 You may ask us to debit your Linked Account and transfer funds to your Rabobank Online Savings Account, provided that we hold a valid direct debit authority to allow us to debit your Linked Account.
- 6.5 We will not accept direct debit instructions to debit your Rabobank Online Savings Accounts.

- 6.6 Unless we otherwise agree, the following maximum transfer limits apply per Business Day:

Transfers out to Linked Account	Internal Transfers	Direct debit from Linked Account
\$100,000	Unlimited	\$5,000,000

- 6.7 We may at our discretion limit the maximum balance of the aggregate of your Accounts to \$5,000,000.  
 6.8 The minimum initial deposit to a Term Deposit is \$1,000.

## 7 Term Deposits

- 7.1 Term Deposits are available for terms of 1, 3, 6 or 9 months and 1, 2, 3, 4 or 5 years or for any other term made available by us from time to time.
- 7.2 When you open a Term Deposit, you will be offered one or more of the following maturity options:
- the entire balance (principal and accrued interest) of the Term Deposit at maturity is paid into another one of your Accounts;
  - the principal portion of the balance (excluding any accrued interest) of the Term Deposit at maturity is automatically reinvested in another Term Deposit at the then current interest rate. Any accrued interest is paid into another one of your Accounts or Funding Account; or
  - the entire balance (principal and accrued interest) of the Term Deposit at maturity is automatically reinvested into a Term Deposit at the then current interest rate.

You may modify your maturity instructions subject to applicable cut off times (as advised on the Website). If you do not choose any of the above reinvestment options, upon maturity, your Term Deposit will be paid back to the Account from which it was initially funded.

### Early Withdrawal

- 7.3 If you would like to withdraw (i.e. break) your Term Deposit prior to maturity, you will be required to provide us with at least 31 calendar days' notice, unless we determine that you are suffering financial hardship, or unless the current term commenced prior to 18 August 2015. You will be required to pay an early withdrawal fee unless we determine that you are suffering financial hardship. Partial withdrawals are not permitted.
- 7.4 For an early withdrawal from a Term Deposit commencing before 1 August 2019, the early withdrawal fee will be equal to a processing fee of \$25 plus our break costs. Break costs reflect future cash flow losses incurred by us as a result of interest rate differentials that exist between wholesale market rates applicable to the existing term deposit and current wholesale market rates applicable for the remaining period of the term deposit, adjusted to reflect a net present value. Break costs increase in line with increases in the following: interest rates, the amount withdrawn and the market margin.
- 7.5 For an early withdrawal from a Term Deposit commencing on or after 1 August 2019, the early withdrawal fee will be an amount which will be equivalent to reducing the interest rate on your Term Deposit according to the following calculation:

% of Term Elapsed at Withdrawal Date	Reduction to interest rate applying to the Term Deposit
Less than 20%	80%
20%<40%	60%
40%<60%	40%
60%<80%	20%
80%-100%	10%

Example: You have a \$20,000 Term Deposit invested for 365 days at 2.50%p.a. and you break it after 210 days. The interest that has been earned or accrued is:  $\$20,000 \times 2.50\% \text{p.a.} \times 210 / 365 = \$287.67$ . To determine the reduced interest rate to apply we divide the elapsed term of 210 days by the full term of 365 days to get an elapsed term percentage figure of 57.53%. In accordance with the above table, as the term elapsed is between 40-60%, we will apply a 40% reduction to the 2.50%p.a. calculated as follows:  $2.50\% \text{p.a.} - (2.50\% \times 40\%) = 1.50\% \text{p.a.}$  Interest calculated using the new reduced interest rate is:  $\$20,000 \times 210 \text{ days} \times 1.50\% / 365 = \$172.60$ . The interest adjustment is therefore:  $\$287.67 - \$172.60 = \$115.07$ , which will be reflected in the early withdrawal fee.

- 7.6 Upon early withdrawal, the principal and any interest payable (less any early withdrawal fee) will be repaid to the account from which you funded the Term Deposit. If we have already paid you periodic interest on your Term Deposit to another account, and the total amount of that interest represents an overpayment to you once any reduced interest rate has been applied, we may need to recover this from the Term Deposit principal.
- 7.7 Any Reinvestment of an existing Term Deposit provides you with a Grace Period that starts from the day after maturity. The Grace Period allows you to withdraw or transfer the funds in that Term Deposit without paying any early withdrawal fee or incurring a reduction to your interest rate. Your existing Term Deposit will be closed and any accrued interest since the date of Reinvestment will be paid to the account from which you funded the Term Deposit.

## 8 Notice Saver Accounts

- 8.1 Notice Saver Accounts are available in three types as follows:
- 31 Day Notice Saver Account;
  - 60 Day Notice Saver Account; and
  - 90 Day Notice Saver Account.

You may only hold one of each of these types of Notice Saver Accounts at any one time, and each will be treated as a separate Account. Each type of Notice Saver Account will offer different interest rates, and will each require a different minimum amount of time you must wait between giving us a withdrawal instruction and when your funds are released from your Account.

- 8.2 You may at any time instruct us to withdraw all or part of the funds from any Notice Saver Account which you hold. If your withdrawal instruction is received on a day that is not a Business Day, we will not process it until the following Business Day. Starting from and including the date that we process your withdrawal instruction, the funds will not be released from the Notice Saver Account until the first Business Day following the expiry of:
- 31 days in the case of a 31 Day Notice Saver Account;
  - 60 days in the case of a 60 Day Notice Saver Account; or
  - 90 days in the case of a 90 Day Notice Saver Account.

You may however, deposit funds into your Notice Saver Account(s) at any time.

- 8.3 Once you have instructed us to withdraw funds from a Notice Saver Account, you may not change the Instruction, except that you may cancel it at any time prior to the funds being released.
- 8.4 In addition to these Terms and Conditions, Notice Saver Accounts are subject to the terms of the Notice Saver Account Product Disclosure Statement. A copy of this document can be obtained at any time on our Website. You should consider this document before making any decisions in relation to a Notice Saver Account.

## PART C

### 9 How we pay Interest

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- 9.1 Interest is calculated on a year of 365 days, on the basis of the number of days from and including the date of acceptance of the deposit or interest payment up to but excluding the date of maturity, withdrawal or next interest payment.
- 9.2 Other than for Term Deposits, all interest rates we offer are variable and the rates that apply to your Accounts are shown when you log-in to the Secure Site. Different rates may apply:
- (a) to different deposit product types (e.g. HISA, Purpose Saver, PremiumSaver and Notice Saver)
  - (b) to different balance ranges within an Account;
  - (c) depending on the minimum balance of a particular Account during a specified period; and
  - (d) to different customer entity types (e.g. individual, SMSF).
- 9.3 Other than for Term Deposits which you have already opened, we may, at any time, increase or decrease the interest rate(s) on Accounts. We will notify you of changes to the relevant variable rate(s) in accordance with these Terms and Conditions and the Notice Saver Account Product Disclosure Statement.
- 9.4 The interest rates for Term Deposits can also vary depending on the term and interest payment frequency, however for each accepted Term Deposit, the applicable interest rate remains fixed for that term to maturity. Different rates may apply depending on the balance or term of the particular Term Deposit.
- 9.5 Information on current interest rates is available on our Website and is also available upon request.
- 9.6 Not including Term Deposits, interest on Accounts is paid after the close of business on the last day of each calendar month in arrears, and credited to the same Account unless otherwise instructed in writing and we agree to do so. It is calculated on the daily closing principal balance (including cleared and uncleared funds). Where you have closed an Account before the interest is payable to you, then unless we otherwise agree, the interest will be credited to your HISA.
- 9.7 Interest on Term Deposits is paid monthly, quarterly, semi-annually, annually or at maturity (as applicable) as selected by you.
- 9.8 You will continue to earn interest on any portion of funds in your Notice Saver Account(s) during the period starting from and including the day we process your instruction to withdraw funds and the day prior to those funds being released from your Notice Saver Account(s) (i.e. 31, 60 or 90 days, depending on the type of Notice Saver Account).
- 9.9 Interest on a PremiumSaver Account will be paid at the maximum rate if the closing balance on the last Business Day of the calendar month is at least \$200 (\$2,000 for businesses) higher than the balance as at the beginning of the first day of that month, excluding interest earned for that month. If these conditions are not met, interest for that month will be paid at the PremiumSaver base rate.

### 10 Promotional Offers

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- 10.1 From time to time, we may offer to new customers or selected customers, a promotional offer such as a temporary additional (or bonus) interest rate margin on the whole or part of the balance(s) of designated accounts. Different methods of interest calculation and/or different methods of interest payment may apply to any such offer, the full terms and conditions of which will be notified to you by email and/or made available on our Website. Where we offer a promotion which we limit to 'new customers', we define this as a customer that has not held an Account with us in the previous 3 years. If in our opinion, you attempt to misuse, 'game', or attempt to access a promotional offer in a manner that is not in our opinion, in line with the intent of the offer, we may withdraw or refuse to honour the offer.

## PART D

### 11 Changing our Terms and Conditions or Interest Rates

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- 11.1 We can change these Terms and Conditions at any time without your consent for one or more of the following reasons:
- (a) to comply with any change or anticipated change in any relevant law, code, guidance, or general banking practice;
  - (b) to reflect any decision, views or guidance of a court, ombudsman or regulator;
  - (c) to reflect a change in technology, or of our systems or procedures;
  - (d) to respond proportionately to changes in the cost of providing the Account (including by changing or imposing new fees);
  - (e) as a result of changed circumstances relating to the account (e.g. changes in technology, or to our systems procedures), including by adding or changing benefits and features;
  - (f) where it becomes impractical for us to continue without the change;
  - (g) to address security issues; or
  - (h) to correct errors or to make them simpler or clearer.
- 11.2 We can change these Terms and Conditions or a variable interest rate by giving you written notice, or by advertising in the national media, no later than the date of change.
- 11.3 Apart from changes to interest rates, if we believe a change is unfavourable to you, we will give you at least 30 days prior notice of the change.
- 11.4 In certain limited circumstances described in the Banking Code of Practice, we may give you a shorter notice, or no notice period of an unfavourable change.

### 12 Closing an Account

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- 12.1 You may at any time request to close your Accounts by writing to us, however we may not close an Account until you have met any minimum notice periods required to withdraw funds from your Accounts (e.g. for Notice Saver and Term Deposits). Closure of your HISA will mean closure of all of your other Accounts.
- 12.2 We have the right to close an Account if:
- (a) you cease to meet, or we become aware that you do not meet, the requirements in these Terms Conditions regarding the eligibility to own an Account, including where you do not live in Australia and/or where you are not a tax resident of Australia;
  - (b) it is no longer lawfully possible for us to provide an Account to you;
  - (c) we have ceased to offer the relevant Account;
  - (d) we consider that you have committed a material breach of the Terms and Conditions;
  - (e) you have not made a deposit into or withdrawn funds from an Account within the previous 12 months and the Account balance is less than \$1,000;
  - (f) we have assessed you as being a recalcitrant account holder (including if you are 'recalcitrant' within the meaning of any Applicable Regulations);
  - (g) you are involved in or convicted of criminal activity and we, in our reasonable opinion, consider such an involvement or conviction may adversely impact Rabobank's reputation;
  - (h) we are unable to contact you, including where we have received a "bounceback" message or returned mail because you have not notified us of a change in your email or postal address; or

- (i) we consider it necessary in our reasonable opinion, in order to protect our legitimate business interests.

For any of the scenarios described above, we may instead block access to the Account, and/or block deposits into the Account and/or withdrawals from the Account if we reasonably consider it appropriate to do so. Any exercise of our rights under this clause does not affect our rights to close your Account at a later time. If we block your account, you will need to call us on 1800 445 445 for information on what you can do for the block to be lifted.

- 12.3 We may in our reasonable discretion, close an Account by giving you a minimum of 30 days written notice.
- 12.4 If we decide to exercise our right to close any of your Accounts, we will transfer your credit balance to your Linked Account. If we are unable to do this, we may send you a cheque for the amount of the credit balance.

### 13 Anti-Money Laundering and Tax Residency

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- 13.1 At the opening of an Account and from time to time during the lifetime of the Account, we are required by law to ask for, and verify certain information and documents, related to (without limitation) the identity, tax residency, business connections, and status as a Politically Exposed Person, of Account owners, Authorised Signatories, Related Persons, Intermediaries and/or Attorneys.
- 13.2 You agree to provide all information which we reasonably require to comply with all laws and Applicable Regulations, including global legal and/or regulatory requirements that have extraterritorial application to members of the Rabobank Group. You also agree to such documentation and information provided to us being disclosed to any other person or body to enable it to be reported and used in compliance with relevant Applicable Regulations.
- 13.3 Where you have provided information, including Personal Information, about any Account owners or any Related Person, you warrant that you have either obtained their consent, or have provided them with notice of your disclosure of their information to us and our privacy policy with respect to the handling of their Personal Information.
- 13.4 You acknowledge that we may block any transaction if we believe on reasonable grounds that it may breach any law in Australia or in any other country, and we will not incur any liability to you or any third party as a result of such blocking. You declare and undertake to us that the payment of monies in accordance with your instructions by us will not breach any laws in Australia or any other country.
- 13.5 You acknowledge that if we are unable to verify the identity of any Account owner, Authorised Signatory, Related Person, Intermediary and/or Attorney, then we may, at our discretion, block or suspend your Account or the opening of your Account.
- 13.6 We may also block access to an Account, deposits into an Account and/or withdrawals from an Account if we have not verified that we hold information about an Account owner or a Related Person in order to conduct any activities required by Applicable Regulations. If we exercise our rights under this clause, we will provide you with notice that is reasonable in the circumstances. Information that we may require under this clause may include (without limitation):
  - (a) information about your identity or the identity of a Related Person; and
  - (b) if the Account owner is not an individual, information about the entity structure.

## PART E

### 14 Communications with you

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- 14.1 You agree that we may provide notices, information and documents electronically to you by emailing such notices, information or documents to your Nominated Email Address.
- 14.2 You agree that:
  - (a) you will not receive a paper copy of any relevant notices or documents which we have sent to you by email;
  - (b) you will regularly check to see if you have received any emails from us;
  - (c) you will maintain and check your Nominated Email Address regularly to ensure it is always capable of receiving emails;
  - (d) you will be responsible for printing or saving important information you receive from us electronically; and
  - (e) any notice or document we send to you by email to the last email address notified to us will be deemed to have been received by you.
- 14.3 If there is any change to your Nominated Email Address, mobile phone number, residential address or postal address, you must immediately update your details through the Secure Site.
- 14.4 We will send you your Digipass to the residential or postal address associated with your Account.
- 14.5 We may monitor and/or record telephone conversations for verification and training purposes.

### 15 Statements and Account Information

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- 15.1 We will provide you with monthly electronic statements for your Accounts and we will make details of your Term Deposits available on the Secure Site for you to view.
- 15.2 Where applicable, you may access your annual withholding tax reports and summaries on the Secure site.
- 15.3 You must check all entries on your statement and report to us any apparent errors or transactions you have not authorised, as soon as possible. If because of your delay in notifying us of any irregular or unauthorised transactions, we are unable to take advantage of any rights or remedies that may have otherwise been available to us to reverse or correct such transactions, you will remain liable to us for the amounts of such transactions as disclosed in your statement.

### 16 Privacy

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- 16.1 We will handle your Personal Information or that of any Related Person as set out in our Privacy Policy, which you can read on our Website or we will give you a copy on request.
- 16.2 If you do not provide us with the Personal Information we request, we may be unable to provide you with Rabobank Online Savings Accounts.
- 16.3 You must ensure that all Personal Information you give us is accurate and up-to-date at all times. You must notify us of any changes to the Personal Information you have given us as soon as practicable.

#### Tax File Number (TFN) and Withholding Tax

- 16.4 We are authorised to request and collect the TFN for individual Account owners under the Income Tax Assessment Act 1936, however you do not have to provide your TFN to us. If your Account earns deposit interest in a tax year, and you have not provided us with your TFN (or ABN where applicable), we may

be required to deduct withholding tax from the interest earned on your Account at the highest marginal tax rate plus Medicare levy and remit this to the Australian Taxation Office (ATO). You will need to contact the ATO or your tax agent for information on what you can do about any withholding tax that has been deducted from your Accounts.

## 17 Errors, disputes and complaints

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- 17.1 If you believe an error has been made, or unauthorised transactions have occurred in relation to your Account, or you have any other questions after checking your statement, or complaints about our service, please notify us immediately through our 'Contact Us' page on our Website, by calling us on 1800 445 445, or by writing to Rabobank Online Savings at GPO Box 4715 Sydney NSW 2001.
- 17.2 Please give us your name and your Account number and any relevant details of the error or unauthorised use, including the amount involved. We may also ask you for further information.
- 17.3 Your dispute will be dealt with by an officer of Rabobank with appropriate authority to resolve the dispute. We have procedures in place to properly consider and deal with any complaints fairly and efficiently. Further information about our dispute resolution processes can be found in our Complaints Handling Brochure, available on our Website, or by calling us on 1800 445 445.

## PART F

### 18 Fees

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- 18.1 Information on our current standard fees and charges are available on request.
- 18.2 No fees are payable in respect of HISA, Purpose Saver, PremiumSaver, or Notice Saver Accounts.
- 18.3 You must, if we request, pay for the repair or replacement of a Digipass unless any damage or loss is due solely to a manufacturing fault or it expires.

#### Term Deposits

- 18.4 You must pay an early withdrawal fee in accordance with clause 7 if you request to terminate your Term Deposit prior to its maturity. This fee may also be payable if we exercise any of our rights to close your Term Deposit.

#### Taxes

- 18.5 We may debit from any of your Account(s) any tax and government charges applicable from time to time.
- 18.6 You must pay or reimburse us in full, on demand, in respect of any liability we may incur for not deducting any amount from such payment on account of tax.

## PART G

### 19 Direct Debit Authority Service Agreement

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#### Debiting your Linked Account

- 19.1 By requesting a transfer of funds into your Account from your Linked Account through our Internet Banking Services, you authorise us to arrange for funds to be direct debited from your Linked Account.
- 19.2 We will only arrange for funds to be debited from your Linked Account as authorised by you, and only where your control of your Linked Account has been verified by us.

- 19.3 You may cancel your authority for us to debit your Linked Account by contacting us on 1800 445 445, however if you do not provide us with the authority to debit an alternative Linked Account, you will not be able to transfer your Account funds externally.

#### Your obligations

- 19.4 It is your responsibility to ensure that your Linked Account can accept direct debits. Direct debiting is not available for all bank accounts.
- 19.5 You must advise us if your Linked Account is transferred or closed, or the Linked Account details change.
- 19.6 It is your responsibility to ensure that there are sufficient clear funds available in your Linked Account to allow a Direct Debit Request to be made.
- 19.7 If there are insufficient clear funds in your Linked Account to meet a Debit Payment:
  - (a) you may be charged a fee and/or interest by your Linked Account issuer;
  - (b) you may also incur fees or charges imposed on or incurred by us; and
  - (c) you must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in your Linked Account by an agreed time so that we can process the Debit Payment.
- 19.8 You should check your Linked Account statement to verify that the amounts debited from your Linked Account are correct.

#### Disputes relating to debits

- 19.9 If you believe that there has been an error in debiting your Linked Account, you should contact us on 1800 445 445 and confirm by notice in writing with us as soon as possible so that we can resolve your query more quickly or contact your Linked Account issuer.
- 19.10 If we conclude, as a result of our investigations, that your Linked Account has been incorrectly debited, we will respond to your query by arranging for your Linked Account issuer to adjust your Linked Account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your Linked Account has been adjusted.
- 19.11 If we conclude, as a result of our investigations, that your Linked Account has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence of this finding.
- 19.12 Any queries you may have about an error made in debiting your Linked Account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to Linked Account issuer, which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

## PART H

### 20 Security

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- 20.1 You must safeguard your PIN(s). You must memorise these and not write them down anywhere. You must not disclose these to anyone other than to the other owner of your Joint Account. You must ensure that no one can see or discover your PIN when you are using it.
- 20.2 You must not use any unsuitable PIN, including any of the following:
  - (a) birth dates, months or years;
  - (b) sequential numbers (e.g. 34567) or number combinations that may be easily guessed (e.g. 11111); or

- (c) other easily accessible personal data (e.g. driver's licence number or other numbers easily connected with you).
- 20.3 You must treat a Digipass with reasonable care and must not make it available to anyone else.
- 20.4 You must report the disclosure or possible disclosure of any of your PINs, or the theft or loss of your Digipass or your Mobile Device, as soon as you are aware of, or suspect, such an occurrence by calling us on 1800 445 445. You are responsible for any transactions on your Accounts up until the time we receive your report of such occurrence.
- 20.5 You must not download, install or use the Rabobank Online Savings Mobile App on any device on which the security features or standard user interfaces of the operating system have been bypassed or the underlying file system of the operating system has been accessed (e.g. "jailbreaking", "rooting" or using a debugging interface in respect of the device).
- 20.6 You must enable and use the security lock features for your Mobile Device to ensure that only you can unlock it, and you must not allow anyone to access the Rabobank Online Savings Mobile App installed on your Mobile Device.
- 20.7 We may take any appropriate measures in the interests of security (including the security of our systems, customers and staff).

## 21 Liability

- 21.1 Once you have advised us that your PIN has been disclosed and/or your Digipass or Mobile Device has been lost or stolen, and you have not acted fraudulently or negligently, you will not be responsible for any unauthorised use of them after that time. You will be liable to pay no more than \$50 of any loss that occurs before you notify us.
- However, this \$50 limit will not apply if:
- (a) you have provided your Digipass, access to your Mobile Device, or PIN to any other person other than in accordance with these Terms and Conditions;
  - (b) you have acted fraudulently or negligently;
  - (c) you have breached the Terms and Conditions; or
  - (d) you have contributed to the unauthorised use of the Internet Banking Services by, for example (but not limited to), selecting an unsuitable PIN, failing to reasonably safeguard your PIN, Digipass or Mobile Device, keeping a written record of your PIN, or unreasonably delaying notification to us of the loss or theft of your Digipass or Mobile Device, or of the actual or possible disclosure to any other person of your PIN.
- 21.2 If any of these apply, your maximum liability will be the lesser of:
- (e) the actual loss at the time of notification; or
  - (f) the maximum amount that you would have been entitled to withdraw from your Account between the time your Digipass or Mobile Device was lost/stolen and the time you notified us.
- 21.3 You are not liable for loss caused by:
- (g) fraudulent or negligent conduct by employees or agents of ours or parties involved in the provision of electronic banking services;
  - (h) faults that occur in our machines, Digipass or systems used, unless the faults are obvious or advised by message or notice on display; or
  - (i) any other unauthorised transaction where it is clear that you could not have contributed to the loss.

## PART I

### 21 Miscellaneous

#### Banking Code of Practice

- 21.2 The provisions of the Banking Code of Practice as published by the Australian Banking Association apply to banking services we provide you (including your Account) if you are an individual or a small business (as defined in the Banking Code of Practice).

#### Financial Claims Scheme

- 21.3 You may be entitled to payment under the Federal Government's Financial Claims Scheme. Payments under the Financial Claims Scheme are subject to a limit for each depositor. When considering such a limit as it applies to you, you should take into consideration all accounts (including Rabobank Online Savings Accounts) which you may hold with Rabobank Australia Limited. Information about the Financial Claims Scheme can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au).
- 21.4 You agree that that we may provide your Linked Account details to APRA and/or to the Reserve Bank of Australia or another paying agent nominated by APRA for the purposes of the Financial Claims Scheme.

#### Governing Law

- 21.5 The Terms and Conditions are governed by the law of New South Wales.

#### Single customer record for multiple Accounts

- 21.6 In the event that your personal details (e.g. contact information, residential address, telephone number etc.) we hold in respect of one of your Accounts is different or inconsistent with the personal details we hold in respect of another of your Accounts, we may update your customer record so that your personal details are consistent across all of your Accounts. Generally we will do this by overwriting, to the extent of any inconsistency, an earlier set of your personal details with the latest set of your personal details which we have been provided.

## 22 Definitions

**Account:** refers to each Rabobank Online Savings deposit product you hold (i.e. a HISA, Purpose Saver, PremiumSaver, Term Deposit or Notice Saver Account).

**Applicable Regulation(s):** means all laws, rules, codes, regulations and other legal requirement(s) in force from time to time in Australia and in any jurisdiction worldwide which apply to a member of the Rabobank Group (including Coöperatieve Rabobank U.A. and its related entities). These include, without limitation, the Common Reporting Standard (CRS), the U.S. Foreign Account Tax Compliance Act (FATCA) and anti-money laundering legislation.

**Attorney:** an individual who is authorised to act on your behalf in respect of financial matters under a power of attorney, or guardianship or administration order issued by a court or tribunal.

**Authorised Signatory:** an individual nominated to operate an Account.

**Banking Code of Practice:** the Banking Code of Practice published by the Australian Banking Association.

**Business Day:** a day on which banks are ordinarily open for business in Sydney.

**Digipass:** the security device we provide you to access our Internet Banking Services.

**Grace Period:** Is a 7 calendar day period commencing the day after a Reinvestment of a Term Deposit which allows you to withdraw or

transfer the funds in that Term Deposit without paying any termination fee or incurring a reduction to your interest rate on the funds in that Term Deposit.

**Internet Banking Services:** the internet banking services which we provide to you through our Secure Site and the Rabobank Online Savings Mobile App.

**Intermediary:** a licensed professional (e.g. a financial adviser or broker) who you have authorised to act to give us instructions and to receive communications from us, on your behalf.

**Joint Account:** an Account owned by two individuals.

**Linked Account:** the external bank account which you nominate to us and which you can transfer funds to and from your Account.

**Mobile Device:** a mobile phone, smartphone, tablet computer or other device onto which you have installed the Rabobank Online Savings Mobile App.

**Personal Information:** has the same meaning given in the *Privacy Act 1988 (Cth)*.

**PIN:** a code or personal identification number used to protect access to your Digipass or Rabobank Online Savings Mobile App, or used for customer identification purposes when we communicate with you by telephone.

**Politically Exposed Person:** has the same meaning as in the *Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No.1) (Cth)*.

**Rabobank Group:** Rabobank Australia Limited, its ultimate parent, Coöperatieve Rabobank U.A., and their related entities.

**Rabobank Online Savings:** the online deposit products issued by Rabobank Australia Limited covered by these Terms and Conditions.

**Rabobank Online Savings Mobile App:** the app which we make available for you to access your Rabobank Online Savings Accounts.

**Reinvestment:** the reinvestment (or rollover) of the funds in a maturing Term Deposit on or before the date of maturity.

**Related Person:** any individual who has control, ownership or beneficial ownership of a non-individual Account owner, whose identity may be required to be verified by us in accordance with Applicable Regulations.

**Secure Site:** the pages of the Website which may be accessed using your Digipass, and through which you can access our Internet Banking Services.

**SMSF:** a regulated superannuation fund which is a self-managed superannuation fund (as those terms are defined in the *Superannuation Industry (Supervision) Act 1993 (Cth)*).

**we/us/our/Rabobank:** Rabobank Australia Limited ABN 50 001 621 129, AFSL 234700.

**Website:** [www.rabobank.com.au](http://www.rabobank.com.au)

**you/your:** an owner or the Authorised Signatory of an Account.

## Rabobank Australia Group Head Office

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