

# RBONLINE TERM DEPOSIT ACCOUNT TERMS AND CONDITIONS

Effective date: 17 August 2009

# IMPORTANT INFORMATION YOU SHOULD READ BEFORE PROCEEDING

## **THIS DOCUMENT CONTAINS TERMS AND CONDITIONS FOR RURAL BANK LIMITED RBONLINE TERM DEPOSIT ACCOUNTS.**

The Terms and Conditions for this product consist of the following documents:

- This document; and
- RBonline Schedule of Fees and Charges.

### **Effective Date: 17 August 2009**

Issuer of the Products: Rural Bank Limited

ABN 74 083 938 416

Australian Financial Services Licence (AFSL) 238042

Registered Office: 27 Currie Street, Adelaide, SA 5000

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

### **Statements made in the Terms do not constitute investment advice. We recommend you seek independent financial advice.**

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

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

Contents .....	2	<b>SECTION 3 – ACCESSING AND OPERATING AN ACCOUNT .....</b>	<b>8</b>
Definition of terms .....	3	3.1 Accessing an account .....	8
<b>SECTION 1 – GENERAL INFORMATION .....</b>	<b>3</b>	3.2 Depositing cheques into your account .....	8
1.1 Contacting us .....	3	3.3 Changing details on your account .....	8
1.2 About us .....	3	3.4 Inactive accounts .....	8
1.3 Your privacy and confidentiality .....	3	<b>SECTION 4 – MATURING RBONLINE TERM DEPOSIT ACCOUNTS .....</b>	<b>9</b>
1.4 About the terms and conditions .....	3	<b>SECTION 5 – CLOSING AN ACCOUNT .....</b>	<b>10</b>
1.5 Interest rate risk .....	3	5.1 Closing your account and ending accounts at maturity .....	10
1.6 Fees and charges .....	4	5.2 Closing or withdrawing from a Term Deposit prior to maturity .....	10
1.7 Interest rates that may apply .....	4	5.2.1 Agreement required .....	10
1.8 Account statements .....	4	5.2.2 Interest reduction for early withdrawal .....	10
1.9 Communicating with you .....	4	<b>SECTION 6 – SPECIFIC TERMS AND CONDITIONS FOR THE RBONLINE TERM DEPOSIT ACCOUNT .....</b>	<b>11</b>
1.10 Communicating with us .....	4		
1.11 Changes to the terms and conditions and ongoing disclosure .....	4		
1.12 Other important terms .....	5		
1.13 Anti-money Laundering .....	5		
1.14 If you have a complaint .....	6		
<b>SECTION 2 – OPENING AN ACCOUNT .....</b>	<b>6</b>		
2.1 Eligibility .....	6		
2.2 Your completed application form .....	6		
2.3 Identification .....	6		
2.4 Joint accounts .....	6		
2.5 Authorising someone to act on your account .....	7		
2.6 Opening an account in the name of a minor .....	7		
2.6.1 Minors between twelve and eighteen years old .....	7		
2.6.2 Minors less than twelve years old .....	7		
2.7 Taxation implications and providing a Tax File Number .....	7		
2.7.1 Providing us with a Tax File Number (TFN) .....	7		

In these Terms, unless the context otherwise requires:

**'account'** means an account we establish in your name for the purpose of recording transactions in connection with an online deposit account product we provide to you;

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

**'business day'** means a day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia;

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

**'endorsed cheque'** means when ownership of a cheque has been transferred;

**'ROnline term deposit account'** means our ROnline Term Deposit Account;

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

**'we'** means Rural Bank (**'RB'**) Limited ABN 74 083 938 416 AFSL Number 238042 and its successors and assigns and

**'our'** and **'us'** have a corresponding meaning; and

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

A reference to:

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

### 1.1 CONTACTING US

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

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

### 1.2 ABOUT US

Rural Bank Limited is a joint venture between Bendigo and Adelaide Bank Limited and Elders Limited. Any deposits are deposits with us. Our products are not issued, guaranteed or underwritten by Bendigo and Adelaide Bank Limited, Elders Limited or any of their group companies.

### 1.3 YOUR PRIVACY AND CONFIDENTIALITY

Our Privacy Statement explains our commitment to the protection of your personal information. You can obtain a copy of this statement by contacting our Customer Service Centre on 1300 660 115 or by visiting our website.

### 1.4 ABOUT THE TERMS AND CONDITIONS

The terms and conditions for ROnline Term Deposit Accounts and the methods of accessing those accounts are contained in the Terms. We encourage you to read the Terms and ensure you understand them.

### 1.5 INTEREST RATE RISK

Fixed interest rates apply to ROnline Term Deposit Accounts. This means that the interest rate for the term is fixed at the start of the term. Should market interest rates change during the term of your ROnline Term Deposit Account, the interest rate on your ROnline Term Deposit Account will not change.

It is important you consider this risk before making a decision to apply for an ROnline Term Deposit Account as it may affect your decision.

## Section 1 – General information cont.

### 1.6 FEES AND CHARGES

RBOnline Term Deposit Accounts are subject to fees for general services that apply to all Rural Bank accounts. For details of those fees, refer to the RBOnline Schedule of Fees and Charges. We may vary fees and charges or introduce new fees and charges at any time (see section 1.11 for details). You agree to pay to us all fees and charges applicable to your account at any time (including any new or varied fees and charges that apply) including those which arise as a result of the actions of a person authorised to operate your account (see section 2.4). Fees and charges incurred will be debited to your account, reducing your account balance, on or after the day we incur them or on or after the day the service or event to which the fee relates is requested by you or occurs, but no later than monthly on the first calendar day of the month after the fee was incurred.

Government taxes, duties and fees applicable to your account or to transactions on your account will be debited to your account at or immediately before the time the relevant amount is payable by us to the government.

Any failure by us to charge a fee shall not constitute a waiver of that fee or of the right to charge that fee.

### 1.7 INTEREST RATES THAT MAY APPLY

Fixed interest rates apply to RBOnline Term Deposit Accounts. The rate of interest that applies to your initial deposit will be confirmed to you once your deposit is accepted and the account is opened. Your account statement will display the interest rate applicable to your deposit.

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

### 1.8 ACCOUNT STATEMENTS

Account statements are issued by post quarterly and/or at maturity. Account statements provide a record of all transactions made on the account for the statement period. You should check your account statement and immediately report any discrepancy by either calling our Customer Service Centre on 1300 660 115, or by writing to us via email.

### 1.9 COMMUNICATING WITH YOU

This section deals with notices, certificates and other communications sent by us to you that apply to your RBOnline Term Deposit Account(s).

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

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

### 1.10 COMMUNICATING WITH US

This section deals with notices, certificates and other communications sent by you to us that apply to your RBOnline Term Deposit Account(s).

If a communication is given by you, it must be signed by you or by an authorised signatory. Notices for us should be sent to our mailing address outlined in section 1.1.

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

### 1.11 CHANGES TO THE TERMS AND CONDITIONS AND ONGOING DISCLOSURE

We may vary the terms and conditions applicable to your account as set out in the Terms, but where the product was issued to you as a basic deposit product, we cannot vary the terms and conditions in a way that would not permit the account to remain as a basic deposit product. Basic deposit products are relatively simple deposit products for which separate rules may apply under the Corporations Act (2001). In addition, where we have agreed to a fixed rate of interest, we cannot vary that rate unless we agree to you withdrawing funds prior to the end of the agreed term (refer to section 5.2 for details). We will notify you of variations to the terms and conditions applicable to your RBOnline Term Deposit Account as follows:

TYPE OF VARIATION	MINIMUM NOTICE	METHOD OF NOTICE
Adding, deleting or varying terms and conditions that affect your account other than as specified elsewhere in this table.	Before the variation(s) takes effect.	In writing, press advertisement or publication on our website.
Introducing or increasing fees and charges (other than a government charge) that affect your account.	30 days before the fee(s) and/or charge(s) takes effect.	In writing, press advertisement or publication on our website.
Increasing fees and charges (other than a government charge) that affect your account.	30 days before the fee(s) and/or charge(s) takes effect.	In writing, press advertisement or publication on our website.
Introducing or varying government fees and charges (if not publicised by the government in which case we will notify you separately).	Before the variation(s) takes effect.	In writing, press advertisement or takes effect publication on our website.

## Section 1 – General information cont.

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

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

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

### 1.12 OTHER IMPORTANT TERMS

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

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

We may exercise any power, right or remedy referred to in the Terms in any way that we deem fit, including by imposing any conditions that we require. Our failure to exercise a power, right or remedy does not prevent us from exercising it in the future.

Our powers, rights or remedies cannot be waived unless we have agreed in writing, to waive those powers, rights or remedies.

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

We may assign our rights in relation to your account and account terms and conditions as set out in the Terms. This means that we can transfer them to another person. To assist us to do this you agree that we may disclose any information we require to any person. You may not assign your rights unless we have agreed to the assignment in writing.

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

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

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

Account balances are denominated in Australian dollars.

### 1.13 ANTI-MONEY LAUNDERING

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

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

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

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

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

### 1.14 IF YOU HAVE A COMPLAINT

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

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

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

**Phone** 1300 660 115

**Email** [rbonline@ruralbank.com.au](mailto:rbonline@ruralbank.com.au)

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

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

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

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

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

- it is about a financial service provided by us or an affiliate;
- you are an individual or a small business; and
- the amount you are claiming is less than \$250,000.

If you are unsure whether the Ombudsman can deal with a complaint, you can call the Ombudsman's office on 1300 780 808, or visit the website at [www.fos.org.au](http://www.fos.org.au) and use the Jurisdiction Checker.

The Ombudsman's office can be contacted via:

**Mail** Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001

**Phone** 1300 780 808

**Facsimile** (03) 9613 6399

**Website** [www.fos.org.au](http://www.fos.org.au)

For more information about resolving complaints, contact our Customer Service Centre on 1300 660 115.

### 2.1 ELIGIBILITY

To be eligible to open an ROnline Term Deposit Account you must be an Australian citizen, New Zealand citizen residing in Australia or permanent resident and a minimum of twelve years of age.

Accounts can not be opened in the name of a business, formal trust (e.g. Super Trust or Family Trust) or association.

### 2.2 YOUR COMPLETED APPLICATION FORM

To open an account you are required to complete an application form and make an opening deposit. You can make an opening deposit by including a cheque with your application.

You should not complete the application form until you have had the opportunity to read and understand the Terms.

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

We will issue you an account acceptance letter via email following the opening of your account.

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

### 2.3 IDENTIFICATION

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

### 2.4 JOINT ACCOUNTS

Please note when you open a joint account:

- The joint account holders must provide signed authority to tell us the signing method by which they permit operations on the account;
- Each account holder for a joint account is jointly and severally liable to us for all obligations incurred in relation to the account (including any overdrawn amounts);
- You will be treated as holding the account jointly and we may accept for credit to the account any cheque, payment order or bill of exchange that is not payable to all of you. This means that each of you has the right to all of the balance of the account, jointly with the other account holders;
- Should a joint account holder die, we may treat the surviving joint account holder as the owner of the account. In order to transfer ownership the existing account is required to be closed, and a new account opened by the surviving account holder;

## Section 2 – Opening an account cont.

- We can communicate with you via notices, statements, certificates or other communications, as specified in section 1.11 to any one of you. For these purposes, you appoint each other account holder as your agent for receiving such communications. Where you receive communications by post, you consent to receipt both in your capacity as account holder and as agent for other account holders, and agree to notify all other account holders of the content of any such communications;
- If we do this, all of you are deemed to have received the notice, statement, certificate or other communication on the date it would have been delivered to the person to whom it is sent in the ordinary course of post or the date that the notice is published on our website or as a press advertisement;
- If we give you a disclosure document (such as a Terms or supplementary Terms) to any one of you, it is deemed to have been given to all of you; and
- In the event of the Bank becoming aware of a dispute, we will place a hold on the funds in the account and will require the authority of all of you to withdraw any funds from the account.

### 2.5 AUTHORISING SOMEONE TO ACT ON YOUR ACCOUNT

You may nominate someone else to be an authorised signatory on an account. Please note authorised signatories must be at least twelve years of age.

**TIP!** An authorised signatory is someone you appoint to access or operate your account, however they are not a legal owner (i.e. they are not a joint account holder). Please remember you are liable for all transactions initiated by an authorised signatory.

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

As the account holder, you should remember that you are giving someone authority to act on your account and you are liable for all transactions conducted by authorised signatories and for any fees or charges arising from an authorised signatory's conduct in relation to your account. You authorise us to provide your account, personal and financial information to authorised signatories. If you wish to alter the authorised signatories, you must notify us in writing.

### 2.6 OPENING AN ACCOUNT IN THE NAME OF A MINOR

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

Accounts can be opened in the name of minors between twelve and eighteen years old.

#### 2.6.2 Minors less than twelve years old

Adults can open accounts for minors under the age of twelve as an informal trust account for the child under the adult's name.

**TIP!** We do not open accounts for minors under 12 years of age as they are unable to sign their name. This means accounts for minors under 12 years of age must be opened in the parent's or guardian's name until the minor is old enough to take over responsibility of the account. The parent/guardian is the legal owner and has full responsibility for the account. This includes any interest earned on the account, and the parent's/guardian's tax file number (TFN) is required to avoid withholding tax. The account name can be labelled however the parent/guardian wishes, for example "Sally's account for John", "Bill's pocket money", "Holiday account" etc.

### 2.7 TAXATION IMPLICATIONS AND PROVIDING A TAX FILE NUMBER

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

#### 2.7.1 Providing us with a Tax File Number (TFN)

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

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

You may provide your TFN either when you open an account, or at a later time. If you provide your TFN at a later time or it has not been provided at all and withholding tax has already been deducted, you can claim this on your next tax return. We can only refund a deduction that was made in error in the current tax year. If you are opening an account in joint names, TFNs for each applicant are required if withholding tax is not to be deducted.

You may have an exemption from quoting a TFN. Please advise us of this exemption when opening an account (e.g. pensioners). You will be charged withholding tax unless you are exempt.

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

**NOTE** An ABN can not be accepted in place of a TFN on an RBonline account, as an ABN is for business purposes and RBonline accounts can only be opened by individuals.

## Section 3 – Accessing and operating an account

### 3.1 ACCESSING AN ACCOUNT

RBonline Term Deposit Accounts may be redeemed via a corporate cheque. Please refer to section six for information regarding what account access is available to you.

### 3.2 DEPOSITING CHEQUES INTO YOUR ACCOUNT

The proceeds of cheques and other instruments deposited are not available until cleared and paid, which usually takes a minimum of three business days. Third party or endorsed cheques are only accepted at our discretion.

For joint accounts, a cheque payable to anyone account holder may be accepted by us into the account.

### 3.3 CHANGING DETAILS ON YOUR ACCOUNT

If you choose to revoke the authority of an authorised signatory, or appoint a new authorised signatory, or change your information supplied in the account application form (such as change your address details), such a change will only be acted upon by us upon receipt of written notice of that change.

You must notify us promptly of any change to your name or address. We will not be responsible for any errors or losses associated with account changes where we have not received prior notice.

### 3.4 INACTIVE ACCOUNTS

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

## Section 4 – Maturing ROnline Term Deposit Accounts

Your ROnline Term Deposit Account facility terminates on the maturity date.

We will issue a maturity notice from us approximately fourteen days prior to the maturity date of your ROnline Term Deposit.

Following receipt of the maturity notice, you may instruct us, that at maturity you want to:

- roll all, or part of, the balance of your ROnline Term Deposit Account over into a new ROnline Term Deposit Account for the same or a different term at the prevailing ROnline Term Deposit Account interest rate on the maturity date;
- add funds to your ROnline Term Deposit Account and roll the increased balance of the ROnline Term Deposit Account over into a new ROnline Term Deposit Account for the same or a different term at the prevailing ROnline Term Deposit Account interest rate on the maturity date; or
- withdraw all, or part of, and roll over the balance into a new ROnline Term Deposit Account, in accordance with one of the methods of withdrawal identified in section 6, that is applicable to your ROnline Term Deposit Account.

If you wish to roll all of your ROnline Term Deposit Account over for the same term, you do not need to do anything.

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

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

In the absence of acceptable instructions regarding the application of the proceeds of your account at maturity, a new facility will be established. Your ROnline Term Deposit Account will be rolled over into the new facility at our prevailing ROnline Term Deposit Account interest rate on the maturity date. The interest rate will be determined by the amount of the proceeds of the original facility and invested for the same term as your original investment.

You have ten (10) calendar days from the maturity date to either:

- withdraw funds; or
- add funds.

If you withdraw funds within ten calendar days after the maturity date, that request for withdrawal will be processed on the day of receipt, thus reducing the balance of your ROnline Term Deposit Account, and funds will be disbursed in accordance with your instructions on that day.

You will accrue interest on the amount withdrawn from your ROnline Term Deposit Account from the maturity date until the date the funds are withdrawn at the Interest Earning At Call Deposit account interest rate as at the account opening or reinvestment date..

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

If you request a withdrawal of funds either at maturity or within ten calendar days after maturity, that request will be processed either on the maturity date or on the day we receive your request as applicable.

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

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

## Section 5 – Closing an account

### 5.1 CLOSING YOUR ACCOUNT AND ENDING ACCOUNTS AT MATURITY

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

### 5.2 CLOSING OR WITHDRAWING FROM A TERM DEPOSIT PRIOR TO MATURITY

#### 5.2.1 Agreement required

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

#### 5.2.2 Interest reduction for early withdrawal

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

#### Example

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

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

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

#### Interest earned =

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

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

#### Interest earned =

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

Note: Examples are used for illustration purposes only. The final interest reduction depends on the actual ROnline Term Deposit Account interest rate and the Interest Earning at Call Deposit account interest rate on the on the account opening/ reinvestment date. So, even if your ROnline Term Deposit Account matches the example, the amount by which interest is reduced may be greater. The Interest Earning at Call Deposit rate is available at [www.ruralbank.com.au](http://www.ruralbank.com.au).

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

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

## Section 6 – Specific terms and conditions for ROnline Term Deposit Account

<b>Available terms</b>	<ul style="list-style-type: none"><li>• 3 months;</li><li>• 6 months;</li><li>• 12 months; or</li><li>• other terms we may introduce.</li></ul>
<b>Minimum balance</b>	No minimum
<b>Interest rate</b>	<p>The interest rate for ROnline Term Deposit Accounts is fixed for the term. The rate is determined by the prevailing ROnline Term Deposit Account rate we offer on the amount you deposit for the term you require on the day we receive the deposit. This rate is available on request, and will be confirmed in writing following the receipt of your funds.</p> <p>Interest rate reductions will apply where we agree to any request to early withdrawal of funds prior to maturity date (refer section 5.2 for details).</p> <p>For a facility established as a result of a rollover, please note the variations that may occur to the interest rate as set out in section 4 of this document.</p>
<b>Interest calculated</b>	Interest is calculated by applying the daily percentage rate to the balance of your account each day and is credited at maturity. The daily percentage rate is calculated by dividing the relevant interest rate by 365, or in a leap year by 366.
<b>Interest payment</b>	Compounded to your account at maturity.
<b>Where permitted, deposits accepted by:</b>	Cheque
<b>Where permitted, withdrawals may be made by:</b>	Corporate cheque made payable to you.
<b>Internet Banking and Phone Banking</b>	You can check your balance 24 hours a day, seven days a week.
<b>Statements</b>	Statements are issued by post quarterly and/or at maturity.



Rural Bank Limited  
ABN 74 083 938 416  
AFSL 238042

Postal Address:  
GPO Box 551,  
Adelaide SA 5001

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

Telephone: 1300 660 115  
Facsimile: 08 8121 0106  
[service@ruralbank.com.au](mailto:service@ruralbank.com.au)  
[www.ruralbank.com.au](http://www.ruralbank.com.au)

This document has been prepared without taking into account your personal circumstances, objectives, financial situation or needs. Terms, conditions, fees and charges and lending criteria may apply. Full details are available by phoning our Customer Service Centre on 1300 660 115, online at [www.ruralbank.com.au](http://www.ruralbank.com.au), or by visiting your local branch. Products are issued by Rural Bank Limited and distributed by Elders Rural Services Australia Limited. Rural Bank Limited ABN 74 083 938 416 AFSL 238042. Registered office: Level 1, 27 Currie Street, Adelaide SA 5000.

RB2920-RBO-TDEP-T&C-08/09