

# Baptist Financial Services Australia Limited

ABN 56 002 861 789

AFSL 311 062



# Baptist Financial Services

## Product Information Statement - Offer Document: Debentures

Issue Date: 05.11.2019

[www.bfs.org.au](http://www.bfs.org.au)



## Important Note

Baptist Financial Services Australia Limited (BFS) is a charity incorporated as a public company, and limited by guarantee. The company is a delegated body of the Baptist Union of Australia Inc and provides financial services to Baptist and other Christian organisations throughout NSW/ACT, SA/NT, Tas, Vic and WA.

BFS is a “charity” within the meaning of Regulatory Guide 87 *Charitable schemes and school enrolment deposits* (RG 87) and ASIC Corporations (Charitable Investment Fundraising) Instrument 2016/813 issued by the Australian Securities & Investments Commission (ASIC).

**BFS is not prudentially supervised by the Australian Prudential Regulation Authority (APRA). Therefore, an investment in BFS debentures will not receive the benefit of the financial claims scheme or the depositor protection provisions in the *Banking Act 1959* (Cth). Investments in BFS debentures are intended to be a means for investors to support the charitable purposes of the Fund.**

**BFS is required by law to notify investors that the debenture products offered by BFS:**

- are not subject to the usual protections for investors under the Corporations Act or regulation by ASIC;
- are only intended to attract investors whose primary purpose for making the investment is to support the religious and charitable purposes of BFS and for whom the consideration of profit is not of primary relevance in their investment decision;
- investors may not be able to get some or all of their money back when the investor expects or at all; and
- BFS debentures are not comparable to investments with banks, finance companies or fund managers.

In addition, the debenture products offered by BFS are:

- Not subject to the normal requirements under the *Corporations Act 2001* (Cth) to have a trust deed, to issue a Product Disclosure Statement, nor lodge such a document with the ASIC; and
- Not examined or approved by ASIC.

This Product Information Statement - Offer Document (“PISOD”) contains important information but does not take into account your investment objectives, financial position or particular needs and therefore does not constitute a recommendation, advice or opinion. Before making an investment in BFS debentures, you should read this PISOD carefully in its entirety and consult a financial adviser and/or other professional adviser to ensure this is appropriate for your particular financial objectives, needs and circumstances.

This offer of debentures under this PISOD may only be used by persons who receive it in Australia. The information in this PISOD does not constitute an offer in any jurisdiction other than Australia. This is not an offer to any person or an offer in any place, to which or in which it is unlawful to make such an offer.

Before making an investment in BFS debentures, you should also read:

- BFS’s Identification Statement; and
- Product Disclosure Statement - BFS Non-Cash Payment Products,

which are both available on our website: [www.bfs.org.au](http://www.bfs.org.au).

For information regarding the full range of products and services BFS offers, please read our Financial Services Guide (FSG). If you have any queries regarding this PISOD, please contact us using the contact information provided in Section 4.

# Debenture Products

<b>1</b>	<b>DEFINITIONS</b>	<b>1</b>
<b>2</b>	<b>PURPOSE OF THIS PRODUCT INFORMATION STATEMENT - OFFER DOCUMENT (“PISOD”)</b>	<b>2</b>
<b>3</b>	<b>NAME OF ISSUER &amp; AUSTRALIAN FINANCIAL SERVICES LICENSE (“AFSL”)</b>	<b>3</b>
<b>4</b>	<b>CONTACT DETAILS OF BFS</b>	<b>3</b>
<b>5</b>	<b>THE DEBENTURE PRODUCTS OFFERED BY BFS TO RETAIL CLIENTS</b>	<b>3</b>
5.1	NOTICE OF WITHDRAWAL ACCOUNT	5
5.2	TERM INVESTMENTS	5
5.3	PENSIONER DEEMING ACCOUNTS	6
5.4	DEVELOPMENT FUND ACCOUNTS	7
5.5	FUNERAL INVESTMENT ACCOUNT	7
<b>6</b>	<b>HOW TO APPLY FOR AN INVESTMENT</b>	<b>8</b>
<b>7</b>	<b>STATEMENTS</b>	<b>9</b>
<b>8</b>	<b>REMUNERATION / BENEFITS / COMMISSIONS RECEIVED BY BFS IN PROVIDING FINANCIAL SERVICES</b>	<b>10</b>
<b>9</b>	<b>CONFLICTS OF INTEREST</b>	<b>10</b>
<b>10</b>	<b>DISPUTE RESOLUTION PROCESS</b>	<b>10</b>
<b>11</b>	<b>PRIVACY</b>	<b>11</b>
<b>12</b>	<b>ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING ACT</b>	<b>11</b>
<b>13</b>	<b>GENERAL TERMS &amp; CONDITIONS APPLICABLE TO ALL DEBENTURE PRODUCTS</b>	<b>12</b>
13.1	GENERAL	12
13.2	AUTHORISED SIGNATORIES	12
13.3	JOINT ACCOUNTS	13
13.4	CHANGES TO YOUR ACCOUNT DETAILS	13
13.5	METHODS OF LODGING FUNDS INTO AN ACCOUNT	14
13.6	TYPES OF FUND LODGEMENT AND THEIR AVAILABILITY TO YOU	15
13.7	MAKING WITHDRAWALS	17
13.8	ABOUT YOUR ACCOUNTS - ACCOUNT STATEMENTS, PAYMENT AUTHORITY AND ACCOUNT CLOSURE	17
13.9	SPECIAL CIRCUMSTANCES – DEATH OR FAMILY LAW SETTLEMENT	18
13.10	INTEREST CALCULATION, CREDITING AND PAYMENT	19
13.11	CHANGES	19
13.12	FUNDS TRANSFERRED IN ERROR	20
13.13	CLOSING ACCOUNT	20
13.15	EARLY REDEMPTION	21
13.16	WINDING UP	22
13.17	MINIMUM INVESTMENT AMOUNT	22
13.19	ACCOUNT AND SERVICE FEES	22
13.20	OTHER	22
<b>14</b>	<b>TERMS AND CONDITIONS OF DEBENTURE PRODUCTS OFFERED BY BFS TO RETAIL CLIENTS</b>	<b>22</b>
14.1	TERMS & CONDITIONS – NOTICE OF WITHDRAWAL ACCOUNT	22
14.2	TERMS AND CONDITIONS - TERM INVESTMENTS	23
14.3	TERMS AND CONDITIONS - PENSIONER DEEMING ACCOUNTS	24
14.4	TERMS AND CONDITIONS - DEVELOPMENT FUND ACCOUNTS	24
14.5	TERMS AND CONDITIONS - FUNERAL INVESTMENT ACCOUNTS	25
<b>15</b>	<b>ACCOUNT AND SERVICE FEES SCHEDULE</b>	<b>26</b>
<b>16</b>	<b>INTEREST RATE SCHEDULE</b>	<b>27</b>

# PART 1 (of 3)

## 1 DEFINITIONS

**AFSL** means Australian Financial Services Licence.

**APRA** means Australian Prudential Regulation Authority.

**ASIC** means Australian Securities and Investments Commission.

**Authorised Signatory** means you or any person authorised to operate your account(s).

**BFS:** Baptist Financial Services Australia Limited.

**BFSOnline:** An interactive website which allows you access to your BFS accounts. BFSOnline is a non-cash payment facility offered by BFS and its terms are set out in our Financial Services Guide and Product Disclosure Statement – BFS Non-Cash Payment Products. Please ensure you obtain and read that document before operating a non-cash payment facility with BFS.

**ADI** means Authorised Deposit-Taking Institution.

**Business Day** means a day other than a Saturday or Sunday or a public holiday in Sydney, New South Wales.

**Direct Debit** means a payment facility through which regular payments are made from your account. Direct Debit is a non-cash payment facility offered by BFS and its terms are set out in our Financial Services Guide and Product Disclosure Statement – BFS Non-Cash Payment Products. Please ensure you obtain and read that document before operating a non-cash payment facility with BFS.

**Direct Debit agreement** means form required to be completed to enable BFS to set up a Direct Debit.

**Direct Debit Transfer** means a transfer from an established predefined external account. Direct Debit Transfer is a non-cash payment facility offered by BFS and its terms are set out in our Financial Services Guide and Product Disclosure Statement – BFS Non-Cash Payment Products. Please ensure you obtain and read that document before operating a non-cash payment facility with BFS.

**EFT** means Electronic Funds Transfer and are funds transfers initiated by giving an instruction, through electronic equipment and using an access method, to BFS (directly or indirectly) to debit or credit an account maintained by BFS. This can include, but not limited to, receipt of rent, pensions, etc. Also referred to as **Electronic Funds (credit) Transfer** and **Electronic Funds (debit) Transfer**.

**eStatements** means statements available for download when signed in to the BFSOnline portal.

**FSG** means our Financial Services Guide.

**Payment Service/Direct Credit** means EFT.

**PDS** means Product Disclosure Statement.

**PISOD** means this document.

**Term Investment** means any account when funds are lodged for a set term and interest rate.

**We/us/our:** BFS.

**You/your:** A BFS account holder either individually or jointly or any person acting with authority on behalf of the account holder.

## 2 PURPOSE OF THIS PRODUCT INFORMATION STATEMENT - OFFER DOCUMENT (“PISOD”)

The purpose of this PISOD is to offer BFS’s debenture products and provide you with important information regarding the BFS debenture products we offer, including the following information:

- Who is BFS
- How to contact BFS
- Which products BFS offers
- Key features/benefits/risks of these products
- Any (potential) conflicts of interest BFS may have in offering these products
- BFS’s internal and external dispute resolution process
- Applicable account and service fees for these products

We may change, add to or delete information in this PISOD at any time. This includes varying interest rates, the way interest is calculated or imposing any fee or charge. In doing so, we must act in accordance with any relevant legislation.

Where we make changes to these terms and conditions that require us to notify you in advance of the change, we will provide you with a notice of the change and the date the change is to be implemented.

Where we are not required to give you notice prior to implementing the change, we may do so immediately without providing prior notification to you.

Any notice we are required to give to you concerning any change to the terms and conditions may be given to you in accordance with any law or code, which may include:

- Advice on or with your statement;
- A notice on electronic equipment, such as [www.bfs.org.au](http://www.bfs.org.au); or
- A letter.

Any notice or document may be given by us sending it to your last known address. Except where not permitted at law, if we send it to your last known address, it is taken to have been received on the date it would have been delivered in the ordinary course of the post.

A certificate signed by an officer of BFS is evidence of the postage date and that the mail was posted on the date specified in the certificate.

To obtain a current copy of any parts of this document without charge please contact Baptist Financial Services Australia Limited as per Section 4.

This PISOD does not constitute an offer or solicitation to anyone outside Australia.

If you decide to make an investment in BFS’s debenture products, you should retain this PISOD for future reference as it contains a summary of the key features of, and the terms and conditions which apply to, your investment.

If you would like further information, please do not hesitate to contact us. Further details about our services are also available on our website.

### **3 NAME OF ISSUER & AUSTRALIAN FINANCIAL SERVICES LICENSE (“AFSL”)**

The Issuer is Baptist Financial Services Australia Limited ABN 56 002 861 789 (“BFS”), and the Principal contact is the Chief Executive Officer.

This PISOD has been prepared by BFS and has not been and is not required to be lodged with ASIC. The PISOD and the debenture products offered herein have not been examined or approved by ASIC and ASIC assumes no responsibility for the contents of this PISOD or the debenture products offered herein.

BFS holds Australian Financial Services Licence No. 311062 and provides general advice and dealing services (arrange and issue) in relation to basic deposit products, deposit products other than basic deposit products, securities (debenture products) and non-cash payment products to retail and wholesale clients. This PISOD is issued pursuant to ASIC Regulatory Guide 87 and ASIC Corporations (Charitable Investment Fundraising) Instrument 2016/813.

### **4 CONTACT DETAILS OF BFS**

If you have any queries regarding this PISOD, please contact us at the following:

Phone: 1300 650 542 (between 8.30am-4.30pm Sydney time on a business day)  
Fax: 1300 784 699  
Email: [clients@bfs.org.au](mailto:clients@bfs.org.au)  
Mail: Ministry and Learning Centre, Level 4, 5 Saunders Close, Macquarie Park NSW 2113  
Website: [www.bfs.org.au](http://www.bfs.org.au)

### **5 THE DEBENTURE PRODUCTS OFFERED BY BFS TO RETAIL CLIENTS**

BFS offers the following debenture products to retail clients:

- Notice of Withdrawal Account
- Term Investments
- Pensioner Deeming Accounts
- Development Fund Accounts
- Funeral Investment Accounts

#### **Key Features and Benefits of BFS debenture products**

- There is no minimum investment amount.
- No account keeping fees. For full details of fees refer to Part 2.
- View accounts at any time via our BFSOnline internet account access service. Refer to our Non-Cash Payment Products PDS for full details about BFSOnline.
- Interest payments are credited to your investment balance or to an account you hold with Australian ADI.
- Statements are issued at least annually at the end of June.
- Funds may be lodged to the account in multiple ways. Refer to Section 13.4 Making Investments.

- Your investment helps support the work of churches, schools, camp sites and other Christian ministries principally by funding loans to these organisations to support their religious and charitable purposes. BFS also provides sponsorship and grants to support Baptist ministry.

### **Key Risks of BFS debenture products**

- Have minimum notice period for withdrawal or fixed terms of at least 31 days.
- Interest rates may change if market rates change. The rate of interest may be varied by BFS from time to time without prior notice and is available from BFS by contacting one of our offices or from our web site. The interest rate on Term Investments is fixed for the term of the nominated lodgement period. Interest Rates are detailed in Part 3 of this PISOD.
- All debenture products with BFS are unsecured, and investors are advised that neither the performance of/ return on investments, nor repayment of capital is guaranteed.
- Cheques lodged to an account generally take up to three (3) Business Days to clear. Funds cannot be relied upon until the cheque is cleared.
- Funds can only be withdrawn by:
  - transfer to an account you hold with an Australian ADI; or
  - cheque made payable to you.

### **Early Redemption – Hardship**

- A request for Early Redemption may be approved for a valid reason, at the sole discretion of BFS. However, funds may only be released without requiring 31 days' notice in cases of financial hardship.
- The BFS Early Redemption Policy is available from the BFS website [www.bfs.org.au](http://www.bfs.org.au).
- An Early Redemption Interest Adjustment may be applied if the debenture product is redeemed prior to the expiry of the debenture product's minimum notice period or its scheduled maturity date in the case of Term Investments.
- An Early Redemption Fee may be applied if debenture product is redeemed prior to the expiry of the debenture product's minimum notice period or its scheduled maturity date in the case of Term Investments.

### **Costs of BFS debenture products**

- Account and service fees are detailed in Part 2 of this PISOD.

### **Further details about BFS debenture products**

For further details as to the nature, key benefits, significant risks and costs of utilising our debenture products, please refer to the following sub-sections. Please note the following information is only a summary of the significant issues and is not intended to be exhaustive. If you are not fully familiar with such products, we strongly recommend you obtain independent financial and/or professional advice before proceeding with an investment.

The specific contractual terms and conditions which apply to your dealings in these products are detailed later in this PISOD.

### **Investments in which your funds may be placed**

Funds invested in BFS debenture products may be invested by BFS in secured or unsecured loans, securities, (government and otherwise), fixed income products, bills of exchange, floating rate notes,



fixed rate corporate bonds, listed securities, registered managed investment schemes and real estate.

### **Liquidity Reserve**

BFS maintains a liquidity reserve of a minimum of 20% of BFS's total debenture investments in readily realisable investments.

## **5.1 NOTICE OF WITHDRAWAL ACCOUNT**

The Notice of Withdrawal Account debenture product can be added to at any time but requires notice to be given before funds can be withdrawn.

### **Key Features and Benefits**

- You can lodge additional funds into the account at any time.
- No fixed term - but 31 days' notice is required for any withdrawal.
- You may give us one or more notices to withdraw funds at any one time provided there is sufficient available balance to fund all notices.
- The interest rate is variable.
- Interest is calculated daily and credited at the end of each calendar month.
- Interest may be credited to your Notice of Withdrawal Account or to an account you hold with an Australian ADI.

### **Key risks**

- All debenture investments with BFS are unsecured, and investors are advised that neither the performance of/return on investments, nor repayment of capital is guaranteed.
- You will need to provide at least 31 days' notice before funds can be withdrawn
- Funds can only be withdrawn by:
  - transfer to an account you hold with an Australian ADI; or
  - cheque made payable to you.

Please ensure you read Sections 13 and 14.1 in this PISOD for the general and specific terms and conditions which will apply to this product.

## **5.2 TERM INVESTMENTS**

Term Investments are accepted for a fixed term between 31 days and 36 months.

### **Key Features and Benefits**

- Your Term Investment provides a fixed interest rate on your investment for a fixed term.
- Interest is calculated daily and credited on maturity, or, where available, at other frequency chosen by you (also see Section 14.2.)
- Interest may be credited to your Term Investment Account or to an account you hold with an Australian ADI.
- Additional investments cannot be made during the fixed term and may only be added up to 10 calendar days following renewal of an existing investment.

## Key Risks

- All debenture investments with BFS are unsecured, and investors are advised that neither the performance of/return on investments, nor repayment of capital is guaranteed.
- Interest rates are fixed for the term of the nominated lodgement period.
- At the completion of the fixed term, if notice of reinvestment or withdrawal has not been received by BFS from the investor the investment will be automatically renewed for the same term with the interest arrangements at the rate of interest applying on the date of renewal.
- Funds can only be withdrawn by:
  - transfer to an account you hold with an Australian ADI; or
  - cheque made payable to you.

Please ensure you read Sections 13 and 14.2 in this PISOD for the general and specific terms and conditions which will apply to this product.

## 5.3 PENSIONER DEEMING ACCOUNTS

The Pensioner Deeming Account is a debenture investment designed to meet the government's deeming regulations and is only available to independent retirees aged 55 and over or to those who are receiving a Centrelink payment, Veteran's Affairs payment or other government pension. The tiered amounts and interest rates are set by the Federal Government.

Interest rates will vary if the interest rates and/or tiers are changed by the Federal Government without prior notice.

### Key Features and Benefits

- You can lodge additional funds into the account at any time.
- No fixed term – but 31 days' notice is required for any withdrawal.
- Tiered interest rates are set by the Federal Government.
- Interest is calculated daily and credited at the end of each calendar month.
- Interest may be credited to your Pensioner Deeming Account or to an account you hold with an Australian ADI.
- Available for personal investors who are independent retirees aged 55 and over or to those who are receiving a Centrelink payment, Veteran's Affairs payment or other government pension.

### Key risks

- All debenture investments with BFS are unsecured, and investors are advised that neither the performance of/return on investments, nor repayment of capital is guaranteed.
- Risk that interest rates may change – Federal Government determines the interest rate
- You will need to provide at least 31 days' notice before funds can be withdrawn
- Funds can only be withdrawn by:
  - transfer to an account you hold with an Australian ADI; or
  - cheque made payable to you.

Please ensure you read Sections 13 and 14.3 in this PISOD for the general and specific terms and conditions which will apply to this product.

## 5.4 DEVELOPMENT FUND ACCOUNTS

You can invest with a BFS Development Fund Account and elect to receive either no interest or a reduced interest rate. Investing in this way provides the opportunity for you to partner in supporting new and existing churches & Christian ministry throughout Australia. As you receive a reduced amount of interest (or no interest) the income earned from funds invested will assist us to resource Baptist ministry and the provision of services to churches and other Christian organisations.

### Key Features and Benefits

- You can lodge additional funds into the account at any time.
- No fixed term – but 31 days' notice is required for any withdrawal.
- You can nominate any interest rate from no interest up to the lowest interest payable on the Notice of Withdrawal Account and change the rate at any time.
- Interest (if any) is calculated daily and credited at the end of each calendar month.
- Interest may be credited to your Development Fund account or to an account you hold with an Australian ADI.
- Fund lodgements to these accounts will not be exempt from the Centrelink Deeming provisions.

### Key Risks

- All debenture investments with BFS are unsecured, and investors are advised that neither the performance of/return on investments, nor repayment of capital is guaranteed.
- You will need to provide at least 31 days' notice before funds can be withdrawn.
- Funds can only be withdrawn by:
  - transfer to an account you hold with an Australian ADI; or
  - cheque made payable to you.

Please ensure you read Sections 13 and 14.4 in this PISOD for the general and specific terms and conditions which will apply to this product.

## 5.5 FUNERAL INVESTMENT ACCOUNT

The Funeral Investment Account is a special purpose debenture investment account that allows the investor to put money aside to help meet the cost of their funeral up to a maximum as approved by Centrelink. The maximum amount can be found on our web site [www.bfs.org.au](http://www.bfs.org.au). This can be a great comfort at a time of grief for those bereaved.

The account is not a prepaid funeral account. Money invested can only be withdrawn to assist with costs relating to the funeral of the individual investor.

### Key Features and Benefits

- Your account/s provides funds to assist with payment of the investor's funeral expenses at a time of grief for those bereaved.
- Up to 2 accounts may be opened by the same individual.
- Account/s must be in one individual name only. Joint accounts are not available.
- Interest is calculated daily and credited at the end of each calendar month.
- Interest may only be credited to your Funeral Investment Account.

- Funds are paid to the Estate of the deceased investor.
- Additional funds may be invested at any time up to the limit of contributions approved by the Federal Government.
- Exempt from Centrelink income and assets tests (subject to special conditions).

### **Key Risks**

- All debenture investments with BFS are unsecured, and investors are advised that neither the performance of/return on investments, nor repayment of capital is guaranteed.
- Funds invested in the Funeral Investment Account/s cannot under any circumstances be withdrawn prior to the death of the investor.

Please ensure you read Sections 13 and 14.5 in this PISOD for the general and specific terms and conditions which will apply to this product.

## **6 HOW TO APPLY FOR AN INVESTMENT**

Application and supplementary forms eg authorisation forms associated with your investment in BFS's debenture products may be downloaded from BFS's website or alternatively you may contact BFS at the contact details in Section 4 and request the necessary documents be sent directly to you.

You will need to complete, sign and return all necessary original documents to BFS before your investment is implemented. Authorised signatories may need to provide the required identification documentation. We may also require you to reconfirm your identity and personal details at any time your investment remains open.

BFS may request further additional documentation and information if necessary, to implement your investment. This may include information sought to confirm the identity of investors and/or authorised signatories to accounts.

Prior to signing the relevant forms, you should carefully read the terms and conditions contained in this PISOD and seek independent legal and/or financial advice to resolve any queries you may have. In offering these debenture products, BFS provides product information only and does not give any personal advice (advice which takes into consideration one or more of your financial objectives, circumstances or needs) and this PISOD does not contain information that takes account of your objectives, financial situation or needs. Therefore, we recommend that you take all reasonable steps to fully understand the outcomes of specific products and strategies adopted in relation to utilising the services provided by BFS.

Before we issue you a debenture product or accept an additional investment from you, you must sign an acknowledgement that you understand key disclosures we make in this offer document about BFS debentures.

BFS reserves the right, at its sole discretion, to refuse any application for the issue of its debenture products or to accept an additional investment without providing reasons.

## 7 STATEMENTS

We will send you a statement of your BFS products at least once every six months. You may request more frequent statements to be sent. Statements may also be viewed through BFSOnline at any time. For joint products, we will send the statement to the primary product holder. Secondary or joint product-holders may request a copy of the statement.

### **BFS eStatements Terms and Conditions**

#### **Key Features and Benefits of BFS BFSOnline eStatements**

The BFSOnline eStatement facility enables BFS clients to view their statements (eStatements) online within BFSOnline, rather than receiving paper statements sent to a postal address.

If you register to receive an eStatement you will receive an email each time a new eStatement becomes available in BFSOnline.

eStatements will be provided in a PDF format and can be viewed, saved and printed from BFSOnline. In addition to eStatements, other marketing material and information that would normally accompany a paper statement may also be included as a PDF document within BFSOnline or be provided via a separate link.

#### **Conditions of use - Personal Clients**

1. You are required to be registered for BFSOnline before you can register for eStatements. Access to BFSOnline is via the BFS website [www.bfs.org.au](http://www.bfs.org.au).
2. You must register to receive eStatements and provide an email address to receive notification that a new eStatement is available to view in BFSOnline.
3. You are required to have a compatible PDF viewer such as Adobe Acrobat to view your eStatements and any accompanying BFS information online.
4. You must ensure that your email address is updated if it changes. This is to ensure notification of eStatements is always sent to the correct email address. A change to an email address can be completed online and can be updated in BFSOnline under Client Maintenance>Contact Details>email address.
5. Should the email notification “bounce back” we will contact you requesting a new email address.
6. Once you are registered to receive eStatements, paper statements will no longer be sent.
7. You agree to regularly check your email for notices that eStatements are available.
8. If you locate any errors, discrepancies, or unauthorised transactions you must notify BFS immediately by calling BFS on 1300 650 542.
9. You will be responsible for maintaining and checking your electronic equipment.
10. You will be responsible for printing or saving important information and we strongly recommend that you do so.

11. You can cancel your registration to receive eStatements at any time. By deregistering for this service you will revert to receiving paper statements.
12. Access to eStatements is subject to system availability. If for any reason we are unable to provide an eStatement we may send a paper statement to your nominated postal address.
13. If the product is closed the final statement will be provided in paper form.
14. Archived statements prior to the implementation of eStatements will only be available starting from July 2014. The eStatement archive in BFSOnline will grow month by month following the implementation of eStatements. eStatements will be available for up to 7 years.

## **8 REMUNERATION / BENEFITS / COMMISSIONS RECEIVED BY BFS IN PROVIDING FINANCIAL SERVICES**

### *How our staff are paid*

All staff receive a salary that includes superannuation benefits. No commissions are received by BFS employees or directors.

## **9 CONFLICTS OF INTEREST**

In the event BFS has any arrangement or relationship which may influence our services to you, there is an obligation to disclose any such arrangement or relationship to you prior to investing in our debenture products.

BFS does not currently have any arrangement or relationship which might influence our services to you.

## **10 DISPUTE RESOLUTION PROCESS**

BFS is committed to providing quality products and services. As part of that commitment, we are focused upon improving client satisfaction by providing an efficient and accessible system for complaint resolution. We have an internal dispute resolution process (*IDR*) in place to resolve any complaints or concerns you have fairly and quickly.

If you have any complaint about the service provided to you, you should take the following steps:

1. Any complaints or concerns should be raised in the first instance with a member of our staff, who will seek to resolve your complaint within 5 working days (up to a maximum of 20 days). You may also direct your complaint to our Complaints Handling Officer on 1300 650 542 or to our postal address: Ministry and Learning Centre, Level 4, 5 Saunders Close, Macquarie Park NSW 2113.
2. If you are dissatisfied with our final IDR decision, you have the right to lodge a complaint with the Australian Financial Complaints Authority (AFCA) up to two years after receiving our final decision. AFCA is an approved external dispute resolution scheme, of which BFS is a member.

3. You can contact AFCA by:
- phoning: 1800 931 678;
  - writing to:  
Australian Financial Complaints Authority  
GPO Box 3  
Melbourne Vic 3001;
  - faxing to: (03) 9613 6399;
  - emailing to: [info@afca.org.au](mailto:info@afca.org.au); or
  - website: [www.afca.org.au](http://www.afca.org.au).

You can also contact the Australian Securities and Investments Commission (ASIC) on 1300 300 630. You may contact ASIC to make a complaint and obtain information about your rights.

For more information on our complaints handling process, please contact us.

## 11 PRIVACY

If you make an application, or you are a signatory to an investment, we collect and use the information and documents provided to substantiate your identity, authenticate your signature and to enable us to provide investment services to you and manage your investment. We may use your information to provide you with information and marketing material about our products and services provided by BFS. You may ask to be removed from our mailing list at any time, for marketing purposes, by writing to our Privacy Officer at Ministry and Learning Centre, Level 4, 5 Saunders Close, Macquarie Park NSW 2113.

We do not provide your information to any other organisation without your consent, other than to those organisations which provide administrative or other services as part of the operation of our business or as otherwise disclosed above. You may request access to information held by us about you or you may wish to update your personal or financial information by writing to the Privacy Officer at the above address.

If at any time you provide information about another person to us, then you must first ensure the other person has read and understood this statement and has consented to that information being used and disclosed by us as set out above.

Our Privacy Statement is available on our web site [www.bfs.org.au](http://www.bfs.org.au).

## 12 ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING ACT

BFS must meet regulatory and compliance obligations and you should be aware and agree that from time to time we may require additional information from you to assist us in the above compliance process and you must provide that information.

You agree that BFS may disclose the information gathered to regulatory and/or law enforcement agencies or where required by law.

You declare and undertake to BFS and indemnify BFS against any potential losses arising from any breach by you of such undertakings. You declare that you will not initiate, engage in or effect a transaction that may be in breach of any Australian laws (or laws of any other country).

## **13 GENERAL TERMS & CONDITIONS APPLICABLE TO ALL DEBENTURE PRODUCTS**

### **13.1 GENERAL**

Debentures issued by BFS are an unsecured obligation for BFS to repay the principal amount invested to the debenture holder at a future date, together with the applicable interest.

Debenture products have a fixed maturity date or a minimum notice period for redemption requests. Notwithstanding the fixed maturity date or receipt of a withdrawal notice, BFS will only allow redemption or repayment of the debenture if BFS has reasonable grounds to believe that all holders of debentures with a present entitlement to repayment will be able to be paid on that day and at all future times in accordance with their entitlements.

Investors are advised that neither the performance of/return on investments, nor repayment of capital is guaranteed.

#### **13.1.1 Changes to these Terms and Conditions**

Unless not permitted by law, we can vary our accounts and account products at any time. We will provide you with reasonable notice of the variation before it takes effect unless it is not reasonably practicable to do so because of changes to regulatory requirements.

### **13.2 AUTHORISED SIGNATORIES**

#### **13.2.1 General**

You can authorise a person to operate your accounts. This person is your 'authorised signatory'. Your authorised signatory will be entitled to operate your accounts and sign transaction documents eg withdrawals, as if that person were you. Your authorised signatory is entitled to alter or close your accounts or to access related products and services.

#### **13.2.2 Appointing an Authorised Signatory**

For you to appoint an authorised signatory:

- both you and the authorised signatory need to read the general and the specific terms and conditions for the relevant product or service;
- you need to complete the application form;
- both you and the authorised signatory need to read and sign the declaration on the application form;
- you need to give the completed and signed application form to us;
- you need to provide us with your authorised signatory's identification documents to satisfy our requirements; and
- you need to complete and lodge a Change of Authorised Signatories Form with us.

Your account(s) will be debited with all transactions made on your account by a person authorised to operate on your account(s). You are liable to pay for (or to repay) any credit provided on the account as a result of these transactions. Accordingly, you are responsible for all these transactions as if you had made them yourself.



### **13.2.3 Terminating the appointment of your authorised signatory**

An authority to operate will remain in place until we receive written notice of cancellation or written notice of death of the person granting the authority and that written notice has been processed by us or if instructed by court order or similar. Notice of cancellation must be signed by all surviving investors. We may require a new authority to operate before we allow further operation on the account.

If there is a dispute notified to us about an authority to operate or the owner of an account, we may refuse to allow operation of the account until all parties concerned have signed the necessary authority. We are not liable for any loss or damage caused by any delay in processing a cancellation of an authority to operate.

## **13.3 JOINT ACCOUNTS**

### **13.3.1 General**

If you open a joint account:

- the credit balance of a joint account is held jointly by all investors;
- each investor has the right to all of the balance, jointly with the other investors;
- a joint investor may only make a withdrawal on the terms of any authority to operate on the account;
- if there is any dispute between joint investors, we may decide to only permit operation on the account when all parties have signed the necessary authority to operate;
- and if a joint investor dies, the remaining investor holds the credit balance and if more than one, those remaining investors hold the credit balance jointly;
- each joint investor is liable for the whole of any debit balance on the account; and
- we can legally recover from all or any investor(s) any amount owing on the account.

### **13.3.2 Operational Status of Joint Accounts**

When you open your joint account, you choose the operational status for that account, for example:

- only one person is required to sign our transaction documents; or
- if there are more than two joint investors, a minimum number of persons required to sign our transaction documents; or
- all joint investors are required to sign our transaction documents.

## **13.4 CHANGES TO YOUR ACCOUNT DETAILS**

For any change you will need to complete the change of details form. On receipt of the completed form we will check our records and clarify the current operational status of any joint account, and amend the account(s) accordingly. A form is required for each person or business, ie a joint investment will require two forms if both parties have amendments to be advised.

## **13.5 METHODS OF LODGING FUNDS INTO AN ACCOUNT**

You may invest funds with us to accounts (other than a Funeral Investment Account or Term Investment) in these ways:

- by Internet Banking transfer from an external financial institution through BFSOnline to your account (conditions apply – see our Non-Cash Payment Products PDS for further details).
- by a payment service/direct credit;
- by post to the postal address in Section 4;
- by using a bank deposit book provided by us for lodgement through an external bank; or
- over the counter at one of our State Offices;

### **13.5.1 Internet Banking transfer from an External Financial Institution through BFSOnline to your account**

We normally issue you with an electronic receipt for the transaction. We advise you that special Terms and Conditions apply to your internet account access through BFSOnline, so we recommend you visit our website [www.bfs.org.au](http://www.bfs.org.au) and become familiar with those Terms and Conditions and our Internet account access procedures through BFSOnline.

You can only debit one pre-nominated account with an External Financial Institution. To nominate this account you need to complete the “Application for BFSOnline Access and Direct Debit Request” that is available on our website [www.bfs.org.au](http://www.bfs.org.au).

Refer to our Non-Cash Payment Products PDS for further information including the terms and conditions of this facility.

### **13.5.2 Payment Service/Direct Credit**

This is an arrangement with a third party, who directs money into your account with us by electronic transfer. We do not have control over that lodgement and we do not provide a receipt when the lodgement has been made by the direct credit supplier.

The first document you will receive from us acknowledging your investment will be the next statement we issue to you after lodgement. We recommend that you check your account statement to confirm the third party has made the lodgement to your account when anticipated by you. If the investment has not been made, you will need to contact the third party.

### **13.5.3 Post**

We recommend that you use the option to send us a funds lodgement by post as a last resort, where the other options are not available to you.

We are only responsible for the funds lodgement when it has been received by us. We further recommend the post option chosen by you should be one where Australia Post can confirm we have received your letter and funds lodgement.

We recommend that you should check with us after putting the funds lodgement in the post to confirm that we have received and processed your investment.

You must never send cash through the post, and only send crossed cheques/money orders of small amounts in the post to us.

If you do not have one of our Funds Lodgement forms, then we will need, in addition to your cheque/money order, a letter in clear and precise terms instructing us into which account your investment is to be made. Without the Funds Lodgement form or letter, we may not be able to process your investment.

#### **13.5.4 Using a deposit book provided by us for lodgement through an external bank**

At your request, we may issue you with a Westpac deposit book printed with a link number which directs the payment to your BFS account overnight. Deposits at any Westpac branch can only be made using a deposit form from the encoded Westpac deposit book provided.

Where you do not have access to a Westpac branch, you may request us to provide you with an appropriate encoded bank deposit book for use at a relevant Commonwealth Bank of Australia (CBA), National Australia Bank Limited (NAB) or Australia and New Zealand Banking Group Limited (ANZ) branch.

We recommend that you use the other bank encoded deposit book option as a last resort, where the Westpac deposit book option is not suitable to you. We are only responsible for the funds lodgement when it has been received by us.

We can refer business clients to Westpac to provide you with access to a Night Safe facility, where available, for the security of cash pending lodgement of the cash through the bank. A fee may be payable to Westpac for this facility.

We refer business clients to Westpac to provide you with access to a Business Express Deposit (BED) service to allow cash to be lodged through a quick deposit facility at a Westpac branch. There are no fees payable to Westpac for this service, although you will be subject to Westpac's applicable anti-money laundering processes.

We recommend that you should check your account statement after lodging funds through a Westpac, CBA, NAB or ANZ branch to confirm that we have received and processed your funds.

#### **13.5.5 Over the Counter at one of our State Offices**

When you visit us at one of our State Offices you will complete our Funds Lodgement Form or provide us with clear instructions about details of the account into which the funds are to be applied. We do not provide a receipt when the lodgement has been made at one of our State Offices unless requested. The first document you will receive from us acknowledging your investment will be the next statement we issue to you after lodgement.

### **13.6 TYPES OF FUND LODGEMENT AND THEIR AVAILABILITY TO YOU**

There are five ways to invest money with us:

- cash
- cheque – Australian Cheques
- cheque – Overseas Cheques
- electronic funds (credit) transfer
- electronic funds (debit) transfer

### **13.6.1 Cash**

When you lodge cash to your account with us at one of our State Offices or by separate deposit of cash through one of our bankers, those funds are available for withdrawal immediately after we have processed that investment, and applied our relevant anti-money laundering procedures and satisfied our attendant obligations.

### **13.6.2 Cheque - Australian Cheques**

Proceeds of funds invested by way of cheque, other instrument or Direct Debit are not available until cleared.

### **13.6.3 Cheque - Overseas Cheques**

Proceeds of funds invested by way of overseas cheque are not available until cleared, and are subject to the following:

- we consult our bank whether they will accept the cheque and provide a currency conversion or require the cheque be processed through the international banking system before currency conversion.
- if our bank accepts the cheque when presented by us, they will convert the cheque to Australian currency. We then pay that amount of Australian currency to your account however the funds are held subject to clearance of the cheque. If the cheque is dishonoured and there has been a variation in the currency conversion rate, you will be liable for any loss incurred by us and our bank due to that variation.
- if our bank does not accept the cheque when presented by us, they will have the cheque processed through the international banking system. When the cheque has been cleared, our bank will receive the value on the cheque, convert that value to Australian currency and we then credit your account with the amount in Australian currency.

The minimum clearance times for overseas cheques are:

- where the cheque is accepted by our bank, 28 days
- where the cheque is not accepted by our bank, the time varies depending upon a number of factors, including the country of the bank the cheque is drawn on.

Refer to Part 2 – Account and Service Fees for the fees applicable to this service.

### **13.6.4 Electronic Funds (credit) Transfer**

You may invest money into your account with us by electronic means, for example through an external financial institution's internet banking system, receipt of pension, salaries, etc.

Where you have carried out an electronic funds transfer into your account, the funds from that transfer are available for withdrawal as soon as the transaction has been completed through the electronic banking system.

As we do not have control over other financial institutions, we are not able to advise you of the time it will take to complete the electronic transfer.

We recommend that you check your account after the electronic transfer to confirm the completion of the transaction and the availability of the funds from that electronic transfer for any other purpose you may have.

Electronic Funds Transfers may be made direct into a BFS account (excluding Funeral Investment Account or Term Investments) using BFS's electronic BSB 704 922 and your 9-digit BFS account number.

### **13.6.5 Electronic Funds (debit) Transfer**

You may invest money into your account with us by debiting a pre-nominated account with an External Financial Institution either by BFSOnline or by a Direct Debit agreement.

Where you have carried out a Debit transfer into your account the clearance time is normally three (3) Business days after the date of processing by BFS.

## **13.7 MAKING WITHDRAWALS**

There are two main ways to withdraw funds from your investment:

- by BFS corporate cheque or by bank cheque made payable to you; or
- electronic transfer to an account you hold with an Australian ADI.

For further details about methods to withdraw funds from your investment please refer to our Non-Cash Payment Products PDS.

## **13.8 ABOUT YOUR ACCOUNTS - ACCOUNT STATEMENTS, PAYMENT AUTHORITY AND ACCOUNT CLOSURE**

### **13.8.1 Payment Authority**

You authorise us to debit any of your BFS accounts for the payment of any fees associated with our debenture products.

### **13.8.2 Account Closure**

You are entitled at any time to close your account/s with us provided that you have provided us with the minimum notice.

We may close any of your accounts even though the account may have a credit balance. We will give you reasonable notice before doing so and will repay any credit balance.

### **13.8.3 General**

If you wish to close an account, then you will need to contact or write to us at the contact details in Section 4.

### **13.8.4 Statements of Account**

Statements for BFS accounts will be forwarded at least annually at the end of June.

Your statement will include the following information:

- your account number;
- account name;
- Start and end date of statement;
- all transactions on your account including non-value transactions;

- the opening and closing balances for your account (the balances at the start and end of the statement period), and all the changes to the balances in your account between the opening and closing balances, which record the impact of the debit and credit transactions on your account; and
- Interest paid or credited since 1 July each year.

You should always check your statements when you receive them from us to:

- confirm the opening balances on your account are the same as the closing balances on your last statement; and
- check all the transactions on your account are correct.

If you do not agree with any details on a statement, you need to contact us immediately.

If you are a joint investor, we will only send one statement of account addressed to the first applicant on the application form unless otherwise advised. A statement of account will be provided to any other joint investor/s on request without charge.

If your statement is returned to us as “returned mail” we reserve the right to not forward statements to you until a new address is provided.

If you feel we have missed sending you a statement or you need a copy of a statement we have already sent you, then contact us using the contact information provided in Section 4.

### **13.9 SPECIAL CIRCUMSTANCES – DEATH OR FAMILY LAW SETTLEMENT**

In the event of a death or family law settlement, accounts need to be closed and money in those accounts transferred to new accounts. You will need to:

- Notify us in writing and provide us with appropriate documents ie, Death Certificate, Grant of Probate, Family Law Agreement or Orders, to confirm your position to deal with an account; and
- Provide us with written instructions on what we are to do with the money held in the account to be closed.

On receipt of your documents, we will:

- close the account; and
- give effect to any lawful instruction.

In the event of the death of a client investor, BFS will repay the investment with accrued interest to the legal personal representative of the investment holder, subject to completion of legal formalities to the satisfaction of BFS and/or BFS’s legal advisers.

In the case of a jointly held account, the investment with accrued interest will be transferred to the remaining joint investor/s.

There is no Early Redemption Fee or Early Redemption Interest Adjustment in the event of death of an investor or a Family Law Settlement.

### **13.10 INTEREST CALCULATION, CREDITING AND PAYMENT**

Interest calculation for all debenture products is calculated daily, i.e. based upon the actual number of days in the interest period in respect of which payment is being made, divided by 365.

Except for Term Investments, interest for all debenture products is credited at the end of each calendar month or upon account closure.

For Term Investments, interest is credited at the end of the period nominated in the Application Form or at end of the investment ie calendar month, quarterly, semi-annually, annually or at maturity.

The investor must specify in the Application Form whether the interest is paid into an account you hold with an Australian ADI or is added to account balance (except for Funeral Investment Accounts). If the Application Form is silent on this matter interest will be added to the balance.

If the due date for the payment of interest is not a Business Day, the payment will be made on the next Business Day immediately following the due date for payment.

### **13.11 CHANGES**

#### **13.11.1 Changes to these Terms and Conditions**

We reserve the right to vary our accounts and account products. We will provide you with reasonable notice if changes are to be made, and direct you to a revised Product Information Statement – Offer Document which will be made available via the BFS website [www.bfs.org.au](http://www.bfs.org.au).

#### **13.11.2 Changes to your account details**

You can change your account details and instructions with us. If you have a change in any of your details, ie, change of address, change of name, removal of authorised signatories etc, then you need to notify us immediately the change occurs.

If you require us to change the name of your Account, we will need to verify your changed identity by sighting an original of one of the following:

- A marriage certificate;
- A divorce certificate;
- The relevant deed poll and evidence of its registration;
- Change of Registration of an incorporated entity or Registered Business name; or
- In respect of a trustee, any relevant document appointing a new trustee, terminating an existing trustee or terminating or winding up the trust or changing the trust's name.

If we become aware of any changes to your Account details we can take reasonable steps to amend our records without notice to you.

We and you can exercise respective rights at any time as permitted by law. If either we or you delay in exercising our respective rights, this does not mean that either we or you waive those rights.

If you do not tell us your changes we will continue to handle your accounts with us based on the details and instructions that we hold and:

- we will send all our mail to you, including statements, notices, brochures to the last known name and address in our records. However, if mail is returned we will hold the statements at our Sydney office.
- we will allow your accounts to be operated by those persons who are on our records as Authorised Signatories.
- we will comply with all payment service instructions (including periodic payments, direct debits and direct transfers) we have from you, to the extent permitted at law.

We are unable to change any of your details or instructions without you first notifying us of the changes. It is very important to notify us immediately of changes in your details and instructions. With respect to changes to Authorised Signatories, we refer you to the terms and conditions on Authorised Signatories at the beginning of the general terms applicable to our debenture products.

BFS may engage the services of third parties to assist in the administration of your accounts.

### **13.12 FUNDS TRANSFERRED IN ERROR**

Where funds have been transferred to your account by someone else by mistake, you agree that:

- If you detect an error or believe a transaction was not authorised by you or that an amount has been credited to your Account that you may not be entitled to, to notify us as soon as you become aware of the transaction; and
- We may in our sole and absolute discretion disclose to the payer, the name and number of your Account where your Account has been incorrectly credited. You consent to us providing this information to the payer; and
- In the event of a dispute we may pay the funds to a court pending resolution of the dispute; and
- We may in our absolute discretion on forming a reasonable opinion that your account has been incorrectly credited, freeze that amount in your account, or deduct the amount of those monies from your account.

We are not responsible for any loss you may suffer due to errors, inaccuracies or omissions in relation to authorised but mistaken instructions given to us for the operation of your account.

We will comply with the requirements of any law, code or scheme applying to any dispute with your account or BFS debenture products you hold.

### **13.13 CLOSING ACCOUNT**

We can close your account immediately without telling you first if:

- You breach these terms and conditions and that breach is of a serious nature;
- We are required to by law;
- You have given us false or misleading information; or
- You act in a manner that in our reasonable opinion threatens the security of our staff, property or any other person.

Under other circumstances, we will give you reasonable notice if we intend to close your account.



If your account is closed, you agree to:

- Follow our rules for closing accounts;
- Complete any forms or indemnities we reasonably require (as is appropriate);
- Repay any reasonable cost we have incurred in closing your account; and
- Meet any responsibilities you had under these terms and conditions and particular conditions before your account was closed.

When your account is closed, any credit balance and any accrued interest will be paid to you. If there are any outstanding fees, charges or other amounts owing to us, we will, to the extent permissible by law, deduct these first.

### **13.14 EARLY REDEMPTION**

Notwithstanding the contract between BFS and the investor for payment of a fixed interest rate on funds lodged for a fixed term, a request for Early Redemption of a debenture product may be made to BFS. BFS may approve an Early Redemption request for a valid reason at its sole discretion. However, except in hardship cases, 31 days' notice must be provided. The BFS Early Redemption Policy is available from the BFS website [www.bfs.org.au](http://www.bfs.org.au).

If, in its sole discretion, BFS allows an early redemption, withdrawn funds may receive the interest rate that applies to the BFS Notice of Withdrawal Account since lodgement or subsequent renewal, whichever is the later, on the amount being redeemed. The difference between the interest payable on the relevant product and the interest paid when an Early Redemption request is approved is the Early Redemption Interest Adjustment.

An Early Redemption Fee may apply to each early redemption allowed by BFS and is listed in the account and Service Fees detailed in Part 2 of this PISOD.

Where an over-payment of interest has occurred to the investor in a case of early withdrawal, the difference will be deducted from the amount withdrawn.

The early redemption interest rate variations and the Early Redemption Fee are subject to change at any time, with notification of any changes through a revised Product Information Statement – Offer Document being made available via the BFS website [www.bfs.org.au](http://www.bfs.org.au).

No Early Redemption Fee or adjustment of interest will apply in the event of a request made for early redemption following the death of an investor.

BFS will repay a term investment by electronic or other transfer no later than the date of maturity; or, if the date of maturity is not a Business Day, then the next Business Day following the date of maturity; or the next Business day following approval by BFS of a request if withdrawal is made prior to the maturity date.

The payment of interest and/or the repayment of all or part of a debenture product is only available by:

- Electronic transfer to an account you hold with an Australian ADI; or
- By cheque made payable to the account holder.

### **13.15 WINDING UP**

Notwithstanding the contract between BFS and the investor for payment of a fixed interest rate on funds lodged for a fixed term, issued debentures are repayable on the winding up of BFS.

### **13.16 MINIMUM INVESTMENT AMOUNT**

There is no minimum investment amount for all debenture products.

### **13.17 ACCOUNT AND SERVICE FEES**

Fees applicable to all debenture products are set out in the Account and Service Fees Schedule. For full details of fees refer to Part 2.

### **13.18 OTHER**

These terms and conditions will be governed and interpreted by and in accordance with the laws of New South Wales.

You agree to the jurisdiction of the courts of New South Wales to determine any dispute arising out of these terms and conditions.

Unless otherwise provided in the terms and conditions for the particular debenture product, and to the extent permitted by law, we are not liable for any loss or damage you suffer as a result of using our non-cash payment facilities or any delay, omission or failure in respect of any transfer (including but not limited to technical/ system failure or third party failure).

You will indemnify and keep us indemnified fully in respect of any claims, actions, losses, damages or expenses howsoever arising and by whomsoever caused, made against or incurred by us in respect of any matters resulting from your investment in our debenture products.

## **14 TERMS AND CONDITIONS OF DEBENTURE PRODUCTS OFFERED BY BFS TO RETAIL CLIENTS**

### **14.1 TERMS & CONDITIONS – NOTICE OF WITHDRAWAL ACCOUNT**

Funds may be invested into an account at any time. Invested funds may only be withdrawn after 31 days' notice has been given to us.

Notice may be given in writing; or through BFSOnline. Notice must also include a withdrawal advice indicating the destination account for transfer of the funds by EFT, if applicable. The withdrawal will occur on the first Business Day following the completion of the notice period.

The notice must be provided in accordance with the authority to operate on the account.

The investor must specify on the Application Form whether the interest is paid into an account you hold with an Australian ADI or is added to the Notice of Withdrawal Account balance. If the application form is silent on this matter interest will be added to the balance.

Interest is calculated at the rate of interest determined from time to time. The rate of interest may be varied by BFS from time to time without prior notice.

## **14.2 TERMS AND CONDITIONS - TERM INVESTMENTS**

Term Investments provide a fixed interest rate on your investment for a fixed term.

The invested funds are lodged for a fixed term from 31 days to 36 months, or such other terms that may be offered by us from time to time, as nominated by the investor, commencing from the date of investment.

Invested funds are not available for withdrawal during the period of the fixed term.

Clients will be paid interest on investments lodged for less than one year on maturity or such frequency that may be offered by us from time to time. For terms of one year or more, clients can elect to be paid interest monthly, quarterly, semi-annually, annually or on maturity or such frequency that may be offered by us from time to time.

Interest is calculated from the date of lodgement until maturity at the rate applicable at the date of investment of the principal or from the date of any subsequent renewal of the term investment.

The investor must nominate in the Application Form whether the interest is to be paid into an account they hold with an Australian ADI or is added to the Term Investment balance. Once nominated, this decision is irrevocable. In the absence of investor instructions or nomination, interest will be added to the balance.

The rate of interest applicable to new Term Investments may be varied by BFS from time to time without notice. A notice will be sent to the investor prior to maturity of the term.

At the completion of the fixed term, if notice of reinvestment or withdrawal has not been received by BFS from the investor the investment will be automatically renewed for the same term with the interest arrangements at the rate of interest applying on the date of renewal.

Should the investor wish to add to their Term Investment at maturity the reinvestment notice may be returned with an additional amount to be invested or instructions to add funds from another account for lodgement on the nominated fixed term with the maturing investment, such instructions or request to be received by BFS no later than 10 calendar days immediately following the maturity date. Any additional funds will receive interest from the date of renewal or the date of receipt of the additional funds, whichever is the later.

Reinvestment is not available if, at the time the fixed term expires, BFS is not offering a term investment for that term. BFS undertakes to notify you of terms available when the reinvestment notice is sent to you.

No additional investments can be made to a Term Investment account during the fixed term of the investment except where the investor has elected to credit interest due on the Term Investment to the same Term Investment account.

### **14.3 TERMS AND CONDITIONS - PENSIONER DEEMING ACCOUNTS**

Pensioner Deeming Accounts are only available to individuals who are independent retirees aged 55 and over or who are receiving a Centrelink payment, Veteran's Affairs payment or other government pension.

Funds may be invested into an account at any time. Invested funds may only be withdrawn after 31 days' notice has been given to us.

Notice may be given in writing; or through BFSOnline. Notice must also include a withdrawal advice indicating the destination account for transfer of the funds by EFT, if applicable. The withdrawal will occur on the first Business Day following the completion of the notice period.

The notice must be provided in accordance with the authority to operate on the account.

The investor must specify on the Application Form whether the interest is paid into an account you hold with an Australian ADI or is added to the Pensioner Deeming Account balance. If the application form is silent on this matter interest will be added to the balance.

Interest on a Pensioner Deeming Account is payable on the last day of each month at the tiered interest rates determined by the Federal Government for Centrelink or the Department of Veterans Affairs from time to time.

### **14.4 TERMS AND CONDITIONS - DEVELOPMENT FUND ACCOUNTS**

Development Fund Accounts are available for investors who are prepared to make funds available for investment at no interest or below the lowest interest payable on the Notice of Withdrawal Account.

Funds may be invested into an account at any time. Invested funds may only be withdrawn after 31 days' notice is provided.

Notice may be given in writing; or through BFSOnline. Notice must also include a withdrawal advice indicating the destination account for transfer of the funds by EFT, if applicable. The withdrawal will occur on the first Business Day following the completion of the notice period.

The notice must be provided in accordance with the authority to operate on the account.

The account will be interest free or you may nominate an interest rate which is to be less than the minimum interest rate payable on the Notice of Withdrawal Account from time to time.

The account holder must specify on the Application Form whether the interest (if any) is paid directly into an account you hold with an Australian ADI or is added to the existing Development Fund account balance. If the application form is silent on this matter interest will be added to the existing Development Fund account balance.

Where the minimum rate of interest payable on a Notice of Withdrawal Account is varied to a rate below the interest rate nominated by the investor, BFS will reduce the interest rate on the Development Fund Account to the minimum amount applicable to a Notice of Withdrawal Account pending the further nomination of a varied interest rate from the client.

## **14.5 TERMS AND CONDITIONS - FUNERAL INVESTMENT ACCOUNTS**

Funeral Investment Accounts assist in meeting the costs of the investor's funeral expenses at a time of grief for those bereaved.

A maximum of 2 Funeral Investment Accounts can be opened in the name of one individual investor only. A Funeral Investment Account cannot be opened in joint names, the name of a partnership or a business name.

The accounts are not prepaid funeral accounts.

Funeral Investment Accounts cannot be closed until all the funds in the accounts have either been withdrawn to finance the investor's funeral or have been released to the estate of the investor after costs relating to the funeral of the investor have been paid. Requests for the withdrawal of funds prior to the death of the investor will be declined as required by Government regulations.

Funds lodged in the Funeral Investment Account cannot be withdrawn at any time during the life of the investor.

Investments up to the maximum amount made into no more than 2 eligible Funeral Investment Accounts will be 'Exempt Funeral Investments' as determined by Centrelink.

Funds may be lodged into a Funeral Investment Account to a maximum contribution as may be determined following annual indexation of this amount by the Federal Government (Centrelink). The balance of such account may only exceed this amount where the excess is caused by accumulation of interest. Additional funds exceeding the limit will be returned to the investor.

Investments by periodical payment or by direct debit from any account in set defined periods into a Funeral Investment Account are not permitted. After the account/s is opened, investments may only be made on an ad hoc basis, at varying times.

Interest is credited to the Funeral Investment Account monthly or upon account closure.

Interest is calculated at the rate of interest determined from time to time or interest free where nominated in writing by the client. The rate of interest may be varied by BFS from time to time without prior notice.

On the death of the investor, the account balance (together with interest earned) forms part of the investor's Estate. Funds in the account/ will be applied to pay costs relating to the funeral of the investor before any remaining balance/s can be withdrawn payable to the Estate.

The following documents must be presented to BFS before any withdrawal of funds can be made:

- either the original or a certified copy of the Medical Certificate of Cause of Death of the investor or the original or a certified copy of the Death Certificate of the investor; and
- the original or certified copies of invoices relating to the funeral of the investor and/or proof of payment of such invoices.

Payment of funds from the investor's account/s will be made by cheque and either posted or made available for collection.

## **PART 2 (of 3)**

### **15 ACCOUNT AND SERVICE FEES SCHEDULE**

Please refer to the separate Account and Service Fees Schedule for our current Fees. The Account and Fees Schedule forms part of this PISOD. Please contact us for a copy of the current schedule or download the schedule from our website [www.bfs.org.au](http://www.bfs.org.au).

## **PART 3 (of 3)**

### **16 INTEREST RATE SCHEDULE**

Please refer to the separate Interest Rate Schedule for our current Interest Rates. The Interest Rate Schedule forms part of this PISOD. Please contact us for a copy of the relevant schedule or download the schedule from our website [www.bfs.org.au](http://www.bfs.org.au).