

Commonwealth Direct Investment Account

Features

- Competitive at call interest rates
- Interest calculated daily and paid quarterly
- Electronic access to your funds, seven days a week through:
 - NetBank
 - Telephone Banking
 - ATMs
 - EFTPOS
- Cheque book option (subject to approval)
- Access to your account by linking your existing Commonwealth Bank cards
- CommSec provides preferred treatment and brokerage rates on its services for account holders, as detailed on page 2 of this document.
- Arrange direct deposit of dividends and salary
- Arrange direct debit of your regular bills and loan repayments
- No monthly account fee (see the Standard Fees and Charges document for this product for other fees and charges).

A cash account for share investors

This document tells you about general information and the terms and conditions for the Commonwealth Direct Investment Account and includes information about Electronic Banking facilities. Information about the standard fees and charges that apply to a Commonwealth Direct Investment Account and Electronic Banking is available in the Standard Fees and Charges document for this product.

The terms and conditions which apply to Electronic Banking are contained in the Electronic Banking General Information and Terms and Conditions document, which is available from any branch of the Bank or from commbank.com.au/netbank

The information in this document is subject to change from time to time and is current as at the issue date.

How much money do I need to open a Commonwealth Direct Investment Account?

You will need a minimum of \$5,000 to open your account, but thereafter there's no minimum for deposits or withdrawals.

Why choose a Commonwealth Direct Investment Account?

The Commonwealth Direct Investment Account is the cash account for investors who want the convenience of electronic access and a cheque book, plus competitive interest rates.

Issue Date: 01 October 2009



Commonwealth Direct Investment Account

What are the significant benefits of a Commonwealth Direct Investment Account?

Convenient access

Internet and telephone Use our Internet banking service – NetBank, or our Telephone Banking service to check your balance, to transfer funds to and from your other Commonwealth Bank accounts, or to pay regular bills directly from your Commonwealth Direct Investment Account.

ATM Access your money at any time, day or night, right across Australia. You can make withdrawals, deposits†, transfer funds or check your balance at Commonwealth Bank Automatic Teller Machines. You can also access most other financial institutions' ATMs for withdrawals and balance enquiries*.

EFTPOS Pay for goods and services and obtain cash (at the retailer's discretion) from your account at any store, shop or service station with EFTPOS.

Cheque book access The Commonwealth Direct Investment Account gives you the option of simply writing a cheque when you want to use your money.

Competitive rates of interest

The Commonwealth Direct Investment Account pays a competitive rate of interest on balances of \$5,000 or more. And because interest rates are tiered, the higher your balance, the more interest you earn – giving you even more incentive to invest and maintain all your funds in the one account.

Interest is calculated daily, and paid quarterly in January, April, July and October.

To obtain the latest interest rates, call CommSec on **13 15 19** between 8am and 8pm (Sydney time), Monday to Friday, or visit **commsec.com.au**.

Simple everyday features

No minimum ongoing deposit requirement

To open a Commonwealth Direct Investment Account, you must make a minimum initial deposit of \$5,000. However, there is no minimum ongoing deposit requirement for the account. Which means you can deposit as much or as little as you like.

Direct deposit of your investment income

Dividends and distributions from your investments can be deposited directly into your account.

Designed with share investors in mind

If you are a client of CommSec, the Bank's wholly owned broking subsidiary, having a Commonwealth Direct Investment Account gives you a number of benefits:

Low internet preferred brokerage

If you are CHESSE Participant Sponsored through CommSec, you can take advantage of CommSec's low Internet Preferred brokerage rates when you trade online.

Easy, streamlined settlement of your share transactions

A Commonwealth Direct Investment Account allows for easy, streamlined settlement of your share transactions. CommSec will automatically debit or credit your account on the settlement day.

No deposit required for buy order

All CommSec share trading accounts have a basic credit limit, so for most buy orders a deposit is not required before placing an order on the market. For orders exceeding this credit limit you won't need to provide a deposit where you have sufficient funds in your Commonwealth Direct Investment Account.

This means that the money in your Commonwealth Direct Investment Account continues to earn interest right up until settlement day.

† Not all Commonwealth Bank Automatic Teller Machines accept deposits.

*Access Fees apply to all transactions including balance enquiries using non-Commonwealth Bank ATMs in Australia, ASB Bank ATMs in New Zealand and PT Bank Commonwealth ATMs in Indonesia, and the Maestro, Cirrus and Visa/Plus networks overseas.

Commonwealth Direct Investment Account

What are the significant risks?

All investments involve a certain amount of risk, however a Commonwealth Direct Investment Account, being a transaction account, is considered to be a relatively low risk investment.

Please refer to page 4 for the risks associated with Electronic Banking.

What are the fees and charges?

The Commonwealth Direct Investment Account is subject to the Bank's standard fees and charges. Fees and charges on your Commonwealth Direct Investment Account are payable to the Bank for services requested or initiated by you. Any fees and charges that are applicable to your Commonwealth Direct Investment Account are subject to change at the Bank's discretion.

Please refer to the Standard Fees and Charges document for the Commonwealth Direct Investment Account for further details on Transaction Options and fees and charges that may apply to your Commonwealth Direct Investment Account.

How do I avoid withdrawal fees?

Each calendar month you receive a certain number of free withdrawals, depending on the Transaction Option selected. When opening your account, the Electronic Option applies automatically. You can, however, elect for the Electronic/Assisted Option.

Electronic Option	Provides you with up to 15 free electronic withdrawals each calendar month (excludes NetBank service fees).
Electronic/Assisted Option	Provides you with up to 2 free assisted withdrawals and 5 free electronic withdrawals each calendar month (excludes NetBank service fees).

If additional withdrawals are made on the account, withdrawal fees will apply.

Access fees will also apply to your Commonwealth Direct Investment Account for certain transactions.

Taxation

While you are not required to provide the Bank with your tax file number (TFN) in relation to an account, the Bank is obliged by law to deduct TFN withholding tax from interest where a TFN or TFN Exemption has not been quoted on an account, and Non Resident withholding tax where interest is credited to an account of a non resident. Interest you have earned on this account may be subject to income tax. You should discuss any taxation issues with an independent tax adviser.

Electronic Banking

What is Electronic Banking?

Electronic Banking is a range of banking services using electronic equipment (includes electronic terminal, computer and telephone) and includes the following:

- Telephone Banking;
- NetBank (Internet banking);
- ATM;
- Keycard (debit card);
- BPAY® and BPAY View™;
- EFTPOS;
- Maestro / Cirrus / Visa Plus; and
- AFT (Automated Funds Transfer).

Who is Electronic Banking suitable for?

Electronic Banking may be appropriate for those wanting convenient and simple means to access their accounts and transfer funds between accounts.

The terms and conditions which apply to Electronic Banking are contained in the Electronic Banking General Information and Terms and Conditions document, which is available from any branch of the Bank or from commbank.com.au/netbank

Commonwealth Direct Investment Account

Electronic Banking

What are the fees and charges of Electronic Banking?

For details of Electronic Banking Fees and Charges refer to the Standard Fees and Charges document for the Commonwealth Direct Investment Account. For Netbank Service Fees, refer to the Electronic Banking General Information and Terms and Conditions document.

You should note that the Commonwealth Direct Investment Account offers a choice between several transaction options. These options provide a number of free transactions each month. Please refer to the Standard Fees and Charges document for the Commonwealth Direct Investment Account for more details.

We may debit your accounts with all government taxes, duties or charges which may be imposed from time to time on your access method or on transactions through electronic equipment.

What are the significant risks of Electronic Banking?

There is a risk that unauthorised transactions may be performed on your account. In some circumstances you may be liable for these transactions. For more information regarding where you will be liable for unauthorised transactions, refer to the Electronic Banking General Information and Terms and Conditions document.

Are there any tax implications of Electronic Banking I should be aware of?

The range of products available through Electronic Banking do not have any tax implications. However, some of the products you are able to access using Electronic Banking, such as deposit accounts, may have tax implications where interest is earned on these accounts.

You should discuss any taxation issues with an independent taxation adviser.

How we can help you

While we welcome any positive comments you may have, it is equally important for us to know when you have a problem so we can resolve it and retain your confidence. At the same time, we use your feedback to continuously improve the quality of the products and services we provide to you and other clients.

1) Contact our client service staff

You can contact CommSec on **13 15 19**

We expect our client service staff and managers will completely resolve the issue you raise. If you telephone, your call will be answered by one of our dedicated staff who will attend to the issue as quickly as possible.

However, before contacting us, be sure to gather all the facts in order to save yourself valuable time. As thoroughly as possible, you should:

- assemble all supporting documents concerning your complaint, paying special attention to the dates and times of occurrence;
- obtain the names of any employees who were involved;
- clarify the circumstances in your own mind and determine what you would like us to do.

If the issue cannot be resolved by our client service staff, you can then contact our Client Relations department.

You may contact CommSec Client Relations:

by mail: **Client Relations, Locked Bag 22
Australia Square, NSW 1215**

by email: **CSLClientRel@cba.com.au**

by facsimile: **(02) 9312 4102**

You can also contact us through the Commonwealth Bank of Australia, Customer Relations department on **1800 805 605**.

We aim to resolve most issues within two working days. However, some matters are more complex and can take longer to resolve. If that is the case, we will keep you informed of our progress.

Commonwealth Direct Investment Account

How we can help you **2) What should I do if I have a complaint?**

If you are not satisfied with the service or advice you receive from us, you are entitled to complain. We have established procedures to ensure that all enquiries and complaints are properly dealt with.

To save yourself valuable time, gather all the facts and documents about your complaint, think about the questions you want answered and decide what you want us to do.

Next, contact the department that handled the matter and explain the problem. A quick call is all that is required to resolve most issues. If you are unsure which department to contact, please call **13 15 19** and speak to a Client Service Officer.

If your complaint is not satisfactorily resolved within 3 business days after you first notified us, please put your complaint in writing addressed to CommSec Client Relations:

by email: **clsclientrel@cba.com.au**

by fax: **(02) 9312 4102**

by mail: **Client Relations
Locked Bag 22
Australia Square
NSW 1215**

If, after giving CommSec Client Relations the opportunity to resolve your complaint, you feel we have not resolved it satisfactorily, you may also lodge a written complaint with the Financial Ombudsman Service Limited ('FOS').

For further information please contact FOS at:

Mail: **GPO Box 3
Melbourne, VIC, 3001**

Telephone: **1300 780 808**

Fax: **03 9613 6399**

Internet: **www.fos.org.au**

Email: **info@fos.org.au**

Commonwealth Direct Investment Account

Keeping you informed Various features of your account may be changed from time to time, including fees, interest rates and terms and conditions. The following table indicates how we will advise you of any changes:

Change	Minimum Number of Days Notice	Method of Notice
Introduce a new fee or charge	30 days	In writing
Increase an existing fee or charge	30 days	In writing or by press advertising
Change the method by which interest is calculated or the frequency with which interest is debited or credited	30 days	In writing
Change the minimum balance to which an account keeping fee applies	30 days	In writing
Vary the balance ranges within which interest rates apply to the account	30 days	In writing
Change the interest rate	No later than the day of change	In writing or by press advertising
Change any other term or condition	No later than the day of change	In writing or by press advertising

How to open your Commonwealth Direct Investment Account

1. Complete all the appropriate sections of the Commonwealth Direct Investment Account Application Form as detailed in the Application Form booklet.
2. Provide appropriate identification for **each signatory** named on the Application Form
3. Attach your cheque for a minimum of \$5,000 made payable to the proposed account holder(s)
or
Provide Direct Debit Details, Section 4 of the Application Form.
4. Send your completed Commonwealth Direct Investment Account Application Form (and cheque if required) to:
CommSec
Reply Paid 60768
Australia Square NSW 1214
5. When you open a Commonwealth Direct Investment Account, you (or in the case of a joint account, one of you) are required to register with CommSec. Refer to Clause 1 of the Terms and Conditions for further information.

**COMMONWEALTH DIRECT INVESTMENT ACCOUNTS
TERMS AND CONDITIONS****ABOUT THESE TERMS AND CONDITIONS**

These terms and conditions govern the Bank's Commonwealth Direct Investment Account. They do not include terms and conditions that may apply by operation of law.

You should read these Terms and Conditions carefully and keep it for your future reference. You should read these Terms and Conditions together with the Bank's information booklet 'The Better Banking Book' provided to you. Further copies may also be obtained by telephoning the Bank on **13 22 21** (8am to 8pm Monday to Friday) or from any branch of the Bank.

The Better Banking Book contains useful information on a range of banking matters including the rights and obligations that arise out of the banker and customer relationship, *account* opening procedures, the *Bank's* obligations regarding confidentiality of *your* information, the *Bank's* complaint handling procedures, bank cheques, the advisability of *you* informing the Bank promptly when *you* are in financial difficulty and the advisability of *you* reading the terms and conditions applying to any banking service provided to *you* or in which *you* are interested.

The relevant provisions of the Code of Banking Practice apply to a Commonwealth Direct Investment Account if that account is held by an individual, either alone or jointly with another individual, or a small business.

The Commonwealth Direct Investment Account is a product of the Commonwealth Bank of Australia and marketed by its wholly owned but non-guaranteed subsidiary Commonwealth Securities Limited ABN 60 067 254 399 (CommSec).

DEFINITIONS

account means a Commonwealth Direct Investment Account.

business day means any day on which the *Bank* is open for the transaction of business in relation to a Commonwealth Direct Investment Account.

CommSec means Commonwealth Securities Limited ABN 60 067 254 399.

Commonwealth Securities Limited is a wholly-owned but non-guaranteed subsidiary of the Commonwealth Bank of Australia ABN 48 123 123 124 and a Participant of the ASX Group.

our means belonging to the Commonwealth Bank of Australia ABN 48 123 123 124

Proscribed Person A person who appears to us either (a) to be a proscribed person or entity under the Charter of the United Nations Act 1945 (Cth); (b) to be in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism; (c) to appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or (d) act on behalf, or for the benefit of, a person listed in subclauses (a) – (c).

securities has the same meaning as in sub-section 92(1) of the Corporations Act 2001 as amended from time to time.

we, us and the **Bank** mean the Commonwealth Bank of Australia ABN 48 123 123 124

you means the person or persons or entity in whose name the Commonwealth Direct Investment Account is held.

1. OPENING OF ACCOUNTS

- You, and any authorised signatory or agent of yours, must provide the Bank with the necessary identification information it requires.
- The Bank must carry out any necessary verification check(s).
- In opening an account, you agree to these terms and conditions.
- A minimum opening deposit of \$5,000 is required.
- You must be 18 years of age or over to open the account.
- At the time that the account is opened you (or, in the case of joint account owners, one of you) will be required to register with *CommSec*. Registration is free and entitles you to utilise *CommSec's* facilities for share trading and related dealings. Naturally, fees and charges will apply for any trading and dealings requested by you. It is not obligatory for you to use *CommSec's* services once you are registered.
- The account must be opened in the same name as your registration with *CommSec*.

2. IF YOU CONDUCT AN ACCOUNT JOINTLY WITH ANOTHER PERSON

- Unless otherwise agreed with the *Bank* when the account is opened:
 - each of you may operate the account independently of the other;
 - the *Bank* may accept for the credit of the account any cheque or other negotiable instrument payable to any one or more of you; and
 - if one of you dies, the account is closed and the balance in the account is paid by the *Bank* to the survivor(s).
- The *Bank* is not obliged to enquire into the circumstances of any instructions you give in relation to the conduct of your joint account. The *Bank* is not liable for any loss or damage you or anyone else suffers due to the *Bank* acting on those instructions in good faith, unless it is proved that the *Bank* was negligent.
- If the Bank permits an overdrawing, each of you will be liable to the Bank jointly and severally.

3. TRUST ACCOUNTS

- Unless the account is designated as a trust account, when you lodge a deposit in your name(s), you verify that the funds deposited are not impressed with a trust nor lodged in a trustee capacity.

Protecting customer information

We comply with the National Privacy Principles as incorporated into the Privacy Act 1988 (Cth).

We disclose customer information to other members of the Group (including overseas members), so that the Group may have an integrated view of its customers and to facilitate the integrated treatment of its customers. It also enables other members of the Group to provide you with information on their products and services.

Other disclosures

At common law, banks are permitted to disclose customer information in the following circumstances:-

- where disclosure is compelled by law; or
- where there is a duty to the public to disclose; or
- where our interests require disclosure; or
- where disclosure is made with your express or implied consent.

So that we can manage our relationships, customer information may be disclosed to:

- brokers and agents who refer your business to us;
- any person acting on your behalf, including your financial adviser, solicitor, settlement agent, accountant, executor, administrator, trustee, guardian or attorney;
- financial institutions who request information from us if you seek credit from them;
- if you have borrowed from the Bank to purchase property valuers and insurers (so that the Bank can obtain a valuation of your property, and confirm that it is insured);
- if you have insurance: medical practitioners (to verify or clarify, if necessary, any health information you may provide), claims investigators and reinsurers (so that any claim you make can be assessed and managed), insurance reference agencies (where the Bank is considering whether to accept a proposal of insurance from you and, if so, on what terms); and
- organisations to whom we may outsource certain functions.

In all circumstances where our contractors, agents and outsourced service providers become aware of customer information, confidentiality arrangements apply. Customer information may only be used by our agents, contractors and outsourced service providers for our purposes.

We may be required to disclose customer information by law, e.g. under Court Orders or Statutory Notices pursuant to taxation or social security laws or under laws relating to sanctions, anti-money laundering or counter terrorism financing.

We may send customer information overseas if:

- that is necessary to complete a transaction, or
- we outsource certain functions overseas.

We may also be permitted, as distinct from required, to disclose information in other circumstances. For more information, please refer to our Privacy Policy.

4. ACCOUNT OPERATING AUTHORITY

When you open an account, you are required to provide us with the following Account Operating Authority ('the Authority') details:

- (i) all signatories who are authorised to operate the account, and
- (ii) the method of operation e.g. any one to sign, any two to sign, the Treasurer plus one to sign etc.

We will act upon this Authority until you vary or cancel it. If you wish to vary the Authority by changing (i) or (ii) above, or cancel the Authority, you must give notice in writing to the Branch where the account is conducted. Upon receiving such notice, the Authority will be varied or cancelled. All cheques and other instruments, dated prior to and presented for payment after the receipt of such notice in writing, will be honoured for payment.

Any instructions given by you in accordance with the Authority will be relied on by the Bank. We will not be liable for any loss or damage you, or anyone else, suffers where the Bank acts on those instructions in good faith, unless it is proved that the Bank was negligent. Where the Bank agrees to supply services to you as a consumer, as defined in the Australian Securities and Investments Commission Act 2001 ('the Act'), then the Bank's liability will be determined in accordance with the Act. However, to the extent permitted by the Act, any such liability of the Bank is limited to the cost of supplying services again.

5. SCOPE OF ACCOUNT OPERATING AUTHORITY

The signatories who are authorised to operate the account in accordance with the specified method of operation, may act on the account and deal with the Bank in the following manner:

- Draw cheques;
- Overdraw to any extent permitted by the Bank;
- Withdraw moneys in any manner;
- Make arrangements with the Bank on all matters relating to the issue of Encashment Authorities, Documentary Credits and authorities to negotiate;
- Give and cancel authorities in the Bank's usual form for periodical payments;
- Use electronic banking terminals;
- Access and operate the account using an electronic banking service pursuant to the Bank's Electronic Banking Terms and Conditions;
- Obtain cheque books;
- Change the mailing address;
- Open new account(s) with the Bank, provided they have the same authorised signatories and method of operation as the Account Operating Authority;
- Obtain statements of account and any information required concerning the account(s) generally; and
- Endorse cheques, bills, promissory notes or other instruments payable to the order of the Account Holder or if this is a joint account, payable to any one or more of you and intended for collection, discount or negotiation and credit of proceeds to your account(s).

6. BUSINESS ACCOUNT PASSWORD

When you apply for a password to be linked to all existing accounts and each account in your name:

- You acknowledge that use of the Password cannot be limited to only some of your account(s).
- The Password may be used to instruct the Bank to:
 - obtain account information (including account statements);
 - update particulars of your account(s); and
 - stop cheques drawn on your account(s).
- The Password may be cancelled or changed by the Account Holder.
- Any instructions given by a person using the Password in accordance with the Account Operating Authority will be relied on by the Bank. It will not be liable for any loss or damage you, or anyone else, suffers where the Bank acts on those instructions in good faith, unless it is proved that the Bank was negligent. Where the Bank agrees to supply services to you as a consumer, as defined in the Australian Securities and Investments Commission Act 2001 ('the Act'), then the Bank's liability will be determined in accordance with the Act. However, to the extent permitted by the Act, any such liability of the Bank is limited to the cost of supplying services again.

7. DEPOSITS

- After the initial deposit, you may make deposits at any branch of the *Bank*. You may also deposit through most of the *Bank's* automatic teller machines (not coins), at selected offices of Australia Post, and at certain other authorised agencies of the *Bank*.
- You may transfer funds using the *Bank's* telephone banking services and Internet banking service. There are limits on the amount that can be transferred per customer per day. Refer to the Electronic Banking General Information and Terms and Conditions document for details.
- You may arrange to have your salary, proceeds from securities transactions or any other regular payment made direct to your account by direct credit or periodical payment.

8. WITHDRAWALS AND PAYMENTS

- Proceeds of cheques and other payment instruments, or funds transferred by direct debit, whilst credited to *your account*, are subject to clearance. If the *Bank* allows you to access the proceeds before clearance is effected, you must repay that money if the cheque, payment instrument or direct debit is dishonoured. In other cases, the money in your account is available on demand.
- For security reasons we may place a hold on funds transferred through NetBank to *your account* from an unlinked Commonwealth Bank account. The hold may apply until the next *business day* (or if the transfer occurs on a non-business day or after 11pm (Sydney time) on a *business day*, until the second following *business day*) or longer if the *Bank* needs to investigate the transaction.
- Withdrawals can be made at any branch of the *Bank*.
- Subject to a daily electronic banking withdrawal limit and the dollar note denominations available, you may make withdrawals through:
 - the *Bank's* automatic teller machines;
 - the automatic teller machines of other financial institutions that the *Bank* has made arrangements with in Australia, ASB Bank in New Zealand and PT Bank Commonwealth in Indonesia;
 - electronic funds transfer terminals;
 - the overseas Maestro, Cirrus and Visa/Plus networks of electronic terminals; and
 - those post offices and other agencies equipped with electronic banking terminals.
- The daily electronic banking withdrawal limit is a combined limit and is the total amount that can be withdrawn using a PIN from all accounts linked to a card in any one day. You can request a higher daily electronic banking withdrawal limit by contacting the *Bank* on **13 22 21** between 8am and 8pm, Monday to Friday. If you request a higher daily electronic banking withdrawal limit your liability for unauthorised transactions may increase.
- You may transfer funds through the *Bank's* telephone banking service and Internet banking service. There are limits on the amount that can be transferred per customer per day. Refer to the Electronic Banking General Information and Terms and Conditions document for details.
- Merchants, BPAY® billers and other financial institutions may impose additional restrictions.
- You may arrange to have regular payment of bills and loan repayments made direct from your account by direct debit or periodical payment.
- A direct debit authority may be cancelled or altered by you at any time by notice in writing (signed by you) to the *Bank*. The *Bank* will accept and promptly process any such notice. The *Bank* may ask that you also contact the debit user. You may cancel a periodical payment authority at any time by notice in writing (signed by you) to the *Bank*. The *Bank* may cancel or stop any direct debit or periodical payment authority when payment arrangements no longer comply with the terms of the account authority signed by you.
- The *Bank* will also accept and promptly process any complaint from you that a direct debit or periodical payment transaction was unauthorised or irregular. In case of a direct debit transaction, again, the *Bank* may suggest that you also contact the debit user.

9. AGENCY OPENING HOURS

- The *Bank* does not regulate the hours in which Australia Post offices and authorised agencies conduct banking business. You should check their banking business hours with the Australia Post office or authorised agency.

10. PAYMENT OF INTEREST

- Interest is calculated on the entire balance of your account provided the balance is \$5,000 or more.
- No interest is paid for the periods that your account balance is less than \$5,000.
- Interest rates are tiered according to the balance of your account. When your balance reaches the next tier, interest is calculated at the new tier rate on the whole of the balance for so long as it remains above the tier.
- Interest is calculated daily and is credited to your account quarterly on the first *business day* in January, April, July and October and when the account is closed.
- Rates of interest are variable at the *Bank's* discretion.
- You may obtain details of the current interest rates by telephoning *CommSec* on **13 15 19** during their business hours.

11. CHEQUE FACILITY

- You may apply to the *Bank* for issue of a cheque book to operate your account.
- You must only use the cheque forms supplied by the *Bank*.
- Stamp Duty (where applicable) is charged to your account when a cheque book is issued.
- The *Bank* may at any time withdraw your cheque facility in the event of any improper conduct of the account. The *Bank* may at its discretion require new and existing account holders to lodge a minimum opening balance or have a minimum balance before the cheque facility is provided. If you try to make any withdrawal transaction which would cause the balance of the account to be overdrawn, we are not required to honour your cheque or allow the withdrawal transaction (refer Clause 13).

12. ACCOUNT COMBINATION

- You agree that the *Bank* may combine or set-off the balance of this account with any other on demand account or with any loan account for which the *Bank* holds security that you have or may have in the future with us. The *Bank's* rights under this Clause do not extend to any account which has a facility which is regulated by the Uniform Consumer Credit Code. In such cases, the *Bank* may still exercise its banker's right of account combination.
- Please refer to 'The Better Banking Book' for information on the consequences of account combination.
- If the *Bank* elects to combine your accounts, it will observe any applicable requirements of the Code of Operation for Centrelink Direct Credit Payments.

13. DEBIT BALANCES

- If you make any withdrawal or other payment (eg by cheque) or transact on your account by any means which would cause a debit (negative) balance in your account, this is known as overdrawing your account. If you try to make any withdrawal transaction which would cause an overdraw of your account, we are not required to honour your cheque or allow the withdrawal. However, depending upon what we do in relation to the cheque or withdrawal transaction, we will be entitled to charge fees as described below.
- If we do allow you to overdraw your account:
 - the amount by which your account is overdrawn will be treated as an advance by us to you and you will owe us a debt of that amount;
 - you must repay that advance and pay us any interest charged within 62 days, unless we agree with you a different arrangement for payment;
 - interest on that advance will be calculated daily and charged to your account quarterly on the first business day in January, April, July and October and when the account is closed;
 - we apply any payments to your account first in repayment of that advance and any interest charged;
 - we are entitled to charge an Overdrawing Approval Fee (refer to 'Other Charges' on page 10 for details of this fee).
- If we do not allow you to overdraw your account, we are entitled to charge a Dishonour Fee (refer to page 10 in the Standard Fees and Charges document for this product for details of this fee) for processing the disallowed withdrawal transaction.

14. STATEMENTS OF ACCOUNT

- The *Bank* sends you a statement of account each quarter (standard cycle), unless the account is inactive (refer clause 17).
- You may request a statement to be issued at any time by telephoning the *Bank* on **13 22 21** or from any branch of the *Bank*.
- When the account is conducted jointly with another person, and where the joint account holders live at the same address, the *Bank* sends one statement of account addressed to both account holders. When the joint account holders live at different addresses, one statement of account is sent to the nominated postal address.
- The *Bank* may charge a fee for duplicate/additional/separate (outside standard cycle) statement requests. A schedule of charges for common *Bank* services is available on request.

15. ELECTRONIC BANKING

- Electronic access to your account, is governed by the terms and conditions set out in the Electronic Banking General Information and Terms and Conditions document. A copy of the *Bank's* Electronic Banking General Information and Terms and Conditions document can be obtained from any branch of the *Bank* or from **commbank.com.au/netbank**
- When opening your account you will be given a copy of the Electronic Banking General Information and Terms and Conditions document which reflects the Electronic Fund Transfer Code of Conduct.
- Information on using electronic banking is available in the *Bank's* 'Banking Made Easy' brochure.

16. BANK CHARGES**Account and transaction fees**

- A withdrawal fee is charged for each electronic or assisted withdrawal made in addition to the limits applying to the Transaction Options described in the Standard Fees and Charges document for the Commonwealth Direct Investment Account Standard Fees and Charges. If your account has a cheque facility, all cheques written by you and negotiated through the clearing system will also be charged a withdrawal fee. Any withdrawal fee(s) that accrue in a calendar month will be debited to your account on the first *business day* of the following month.
- You may be entitled to an exemption or concession on some *Bank* fees. Please refer to the *Bank's* current schedule of standard fees and charges for details.
- An access fee is charged for each withdrawal and account balance enquiry you make through the automatic teller machines of other financial institutions that the *Bank* has made arrangements with in Australia, ASB Bank in New Zealand and PT Bank Commonwealth in Indonesia. The fee is charged to the account at the time of the withdrawal or enquiry.
- Withdrawals and account balance enquiries made overseas through the Maestro, Cirrus or Visa/Plus networks of electronic terminals attract the fees applying to those services. An access fee is charged to your account at the time of the withdrawal or enquiry.
- The calculation of withdrawal fees for electronic and assisted withdrawals excludes withdrawals made through the automatic teller machines of other financial institutions the *Bank* has made arrangements with in Australia, ASB Bank in New Zealand, PT Bank Commonwealth in Indonesia and withdrawals made overseas through the Maestro, Cirrus or Visa/Plus networks of electronic terminals.

Other Charges

- You are liable to pay and the *Bank* debits to your account any charges made by the *Bank* for services that are ancillary to the operation of your account, such as a fee for purchasing a bank cheque. A schedule of charges for common *Bank* services is available on request.
- The *Bank* charges an Overdrawing Approval Fee when the *Bank* honours a transaction(s) made or authorised by you which results in the account overdraw. The fee is charged on the day the *Bank* honours such a transaction(s).
- You authorise the *Bank* to debit the account with costs associated with your dealings in *securities* through *CommSec* including brokerage and administration fees.
- For full details of the *Bank's* current fees please refer to the schedules of standard fees and charges which may be obtained by phoning *CommSec* on **13 15 19**.

17. INACTIVE ACCOUNTS

- An account becomes an inactive account when no customer initiated transactions are made on the account for six (6) consecutive complete calendar months.
- When an account becomes an inactive account, a statement of account will be sent and, until a customer initiated transaction is made, statements will thereafter be sent half-yearly.

18. GOVERNMENT CHARGES

- Government taxes and charges, where applicable, are charged to your account. The current rates are published in the Standard Fees and Charges document for the Commonwealth Direct Investment Account.
- While you are not required to provide the *Bank* with your tax file number (TFN) in relation to an account, the *Bank* is obliged by law to deduct tax from interest where a TFN or TFN Exemption has not been quoted on an account, and where interest is credited to an account of a non-resident.

19. REFUSAL OF SERVICE

Despite any right contained in these terms and conditions, in the event that you or a signatory appears to be a Proscribed Person, then we may immediately refuse to:

- process or complete any transaction or dealing of yours;
- suspend the provision of a product or service to you;
- refuse to allow or to facilitate any of your assets held by us to be used or dealt with;
- refuse to make any asset available to you to any other proscribed person or entity; or
- terminate these arrangements with you.

We will be under no liability to you if we do any or all of these things. Our rights under this clause are in addition to all other rights we may have.

If we exercise our rights under this clause you must pay us any damages, losses, costs or expenses that we incur in relation to any action taken under this clause, including without limitation our refusal of service under this clause, interest adjustments and/or administrative costs.

20. VARIATION OF TERMS AND CONDITIONS

- The *Bank* reserves the right to vary these terms and conditions.
- At least thirty days' written notice is given to you if the *Bank* intends to:
 - introduce a *Bank* fee or charge in relation to the operation or maintenance of your account; or
 - vary the method by which interest is determined or the frequency with which the interest is credited to the account; or
 - change the minimum balance to which an account keeping fee applies; or
 - vary the balance ranges within which interest rates apply to the account,

except where the *Bank* cannot locate you.

- If the *Bank* otherwise varies these terms and conditions, or varies its standard fees and charges, the *Bank* notifies you either in writing or by advertisement in the national or local media, no later than the day on which the variation takes effect.
- The *Bank* notifies you of the introduction or variation of any Government charge either in writing or by advertisement in the national or local media, unless the Government, Government agency or representative body has already publicised the introduction or variation.

21. CHANGE OF NAME OR ADDRESS

- You are required to notify the *Bank* promptly of a change to your name or address.

22. CUSTOMER INFORMATION AND PRIVACY

Customer information is information about a customer. It includes personal information. The law requires us to identify our customers. We do this by collecting and verifying information about you. We may also collect and verify information about persons who act on your behalf. The collection and verification of information helps to protect against identity theft, money-laundering and other illegal activities.

We use your customer information to manage our relationship with you, provide you with the products and services you request and also tell you about the products and services offered by the *Commonwealth Bank Group* ("Group"), affiliated providers and external providers for whom we act as agent. If you have given us your electronic contact details, we may provide marketing information to you electronically.

The collection and verification of customer information may be carried out in different ways and we will advise you of the most acceptable methods of doing this. We may disclose your customer information in carrying out verification – e.g. we may refer to public records to verify information and documentation, or we may verify with an employer that the information you have given us is accurate.

Depending on whether you are an individual or an organisation, the information we collect will vary. For instance, if you are an individual, the type of information we may collect and verify includes your full name, date of birth and residential address. If you are commonly known by 2 or more different names, you must give us full details of your other name or names.

If you are a company, we may collect and verify information, including company incorporation and registration details, as well as details of the company's officers and its major shareholders.

If you are acting as a trustee, we may ask you for, amongst other things, information on the beneficiaries of the trust and evidence of the existence of the trust.

If you are a partnership, we may require information including evidence of the fact that the partnership exists, as well as the full name of the partnership, the names of the partners and any business name owned by the partnership.

For other organisations, the kind of information we collect and verify will depend on the type of organisation you are.

In addition, during your relationship with us, we may also ask for and collect further information about you and about your dealings with us.

You must provide us with accurate and complete information. If you do not, you may be in breach of the law and also we may not be able to provide you with products and services that best suit your needs.

23. CLOSURE OF ACCOUNT

- The *Bank* is entitled to close an account on reasonable notice, or without notice if the account has a nil balance and has not been operated on for three (3) months or more. The *Bank* may charge you an amount that it considers to be a reasonable estimate of the costs of closure.
- If you do not make a deposit or withdrawal on the account for seven (7) years as required by law, the *Bank* closes the account without notice to you and transfers the credit balance to an unclaimed moneys fund where it will not earn interest (balances over a prescribed amount go to the Government's unclaimed moneys fund). You may, at any time, apply for return of the transferred balance.

Commonwealth Securities Limited (CommSec)

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Issue date: 15th July 2009