

# FIIG Securities Notice 185 Account

11 December 2017

The FIIG Securities Notice 185 Account (**Notice 185 Account**) is a deposit product issued by Bankwest, a division of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL/Australian credit licence 234945 (**Bankwest**). Bankwest has appointed Colonial First State Investments Limited (**CFSIL**), ABN 98 002 348 352 AFSL 232468 to collect information, administer and otherwise deal with matters relating to the Notice 185 Account. BWA Managed Investments (**BWAMI**) is a specialist cash management business and forms part of CFSIL.

The Product Schedule, the Notice 185 Account Terms and Conditions and the Notice Accounts and Cash Accounts Interest Rates Reference Guide, together comprise the Product Information Statement (**PIS**) for the Notice 185 Account. The Notice 185 Account Terms and Conditions are attached. The Notice Accounts and Cash Accounts Interest Rates Reference Guide is available at [http://www.colonialfirststate.com.au/prospects/rate\\_card.pdf](http://www.colonialfirststate.com.au/prospects/rate_card.pdf) and is incorporated by reference into the PIS. You should read the PIS carefully and retain it for future reference.

## Product Schedule

### 1. ABOUT THE NOTICE 185 ACCOUNT

The Notice 185 Account is a deposit account that is only offered to customers that we have determined to be 'wholesale clients' for the purposes of the Corporations Act 2001 (Cth). If you are not a wholesale client, this is not an offer to provide any financial services.

One of the features of your Notice 185 Account is that your Broker, FIIG Securities Limited must give Bankwest 185 days' advance notice before a withdrawal can be made or your Notice 185 Account can be closed.

In order to open a Notice 185 Account you must also hold a FIIG Securities Cash Account with Bankwest in the same name and capacity. Funds in the Notice 185 Account are a deposit with Bankwest and are covered by the Financial Claims Scheme.

The Notice 185 Account earns a competitive rate of credit interest (refer to clause 3 of this Product Schedule) and is operated on your behalf by your Broker to facilitate the provision of longer term cash services.

This account is intended to be used to assist your Broker in achieving its objectives, which include maximising the benefits and striving for operational efficiency, in providing their services to you.

### 2. SIGNIFICANT RISKS

You cannot make a withdrawal from or close your Notice 185 Account until the 185 days' notice period has expired.

The interest rate or notice period may be changed by us in accordance with clause 12 of the Notice 185 Terms and Conditions.

The Notice 185 Account is a variable interest rate account, and the interest rate is expected to change from time to time as market conditions change.

All fees and charges will be debited to your FIIG Securities Cash Account as and when they are incurred.

At law, we have the power to combine a customer's accounts. We can do this if one account is in credit and another is overdrawn, even if the accounts are at different locations, or managed under different brands (such as Commonwealth Bank). Further information is contained in the **Bankwest Banking Services Rights and Obligations** booklet.

### 3. INTEREST

#### Credit Interest:

Interest on your Notice 185 Account is calculated daily based on the closing balance of your Notice 185 Account and is credited monthly in arrears. The current credit interest rate tiers are set out in the Notice Accounts and Cash Accounts Interest Rates Reference Guide (incorporated by reference), available online at [http://www.colonialfirststate.com.au/prospects/rate\\_card.pdf](http://www.colonialfirststate.com.au/prospects/rate_card.pdf)

Interest will be credited to the Notice 185 Account and will be treated as a new deposit. You must provide 185 days' advance notice to make a withdrawal of any part of the balance, including interest that has been credited.

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You may choose, by contacting your Broker, to have interest credited to your FIIG Securities Cash Account. Such a direction may take us up to 5 Business Days to process.

The interest rates and interest rate tiers are subject to variation from time to time. Changes to the applicable interest rates or interest rate tiers will be notified to your Broker in accordance with clause 12 of the FIIG Securities Notice 185 Account Terms and Conditions.

Information on the current interest rates applying to the Notice 185 Account is available on request.

#### **4. COMMISSION**

The Bank pays your Broker commission on your Notice 185 Account. The amount of commission payable to your Broker will vary according to the daily closing balance of your account but will not exceed 0.50% of the funds invested.

#### **5. FEES AND CHARGES**

While there are no account-keeping fees applicable for the Notice 185 Account, the following fees and charges may become payable:

##### **Statements:**

Duplicate statements printed with the original (includes faxes) (per statement) \$4

Copy of a previously issued statement (per statement) \$7.50

**Search for transaction record:** When you wish to confirm a transaction you may request a copy of the transaction record document or voucher. Fees may be charged on the following scale:

One voucher requested \$12

Each subsequent voucher requested (per voucher) \$8.

**Note:** If the search shows a Bankwest error, the fee is waived.

#### **6. FINANCIAL CLAIMS SCHEME**

The Financial Claims Scheme, under the Banking Act, covers deposit amounts you hold in a bank in aggregate up to a statutory prescribed limit (please note that for the purposes of calculating this total joint accounts are considered to be held in equal shares). You may be entitled to a payment in some circumstances. Payments under the scheme are subject to a limit for each depositor. Information about the Financial Claim Scheme can be obtained from the APRA website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 55 88 49.

#### **7. ENQUIRIES**

Contact your Broker if you have any questions:

**Broker Name:** FIIG Securities Limited, ABN 68 085 661 632, AFSL 224659

**Broker Street Address:** Level 20, 126 Phillip Street, Sydney, NSW 2000

**Broker Postal Address:** GPO BOX 718, Sydney, NSW 2001

**Broker Contact Details:** Phone: 02 9697 8700 Fax: 02 9697 8799 Email: [info@fiig.com.au](mailto:info@fiig.com.au)

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## FIIG Securities Notice 185 Account Terms and Conditions

### 1. Definitions

The following expressions have the following meanings:

**Account Information** means information relating to your Notice 185 Account(s) which we have agreed to make available to Authorised Operators from time to time.

**Authorised Operator** means your Broker, and any other officer or employee or representative of your Broker, authorised and nominated in writing to us by your Broker, to have access to and operate your Notice 185 Account.

**Broker** means FIIG Securities Limited ABN 68 085 661 632 AFSL 224659 being the Broker you have authorised to open and operate your Notice 185 Account on your behalf.

**Business Day** means a day (other than Saturday, Sunday or public holiday) on which banks are open for general banking business:

- if a place is specified in the relevant provision, in that place; or
- if no place is specified, in Perth;

**FIIG Securities Cash Account** means the deposit product of the same name.

**Notice 185 Account** means your FIIG Securities Notice 185 Account.

**Product Schedule** means the FIIG Securities Notice 185 Product Schedule, which applies to your Notice 185 Account.

**Terms and Conditions** means these FIIG Securities Notice 185 Account Terms and Conditions, which apply to your Notice 185 Account.

**we, us, the Bank or Bankwest** means Bankwest, a division of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL 234945 and its successors and assigns.

**you and your** means the person(s) in whose name the Notice 185 Account is held, as specified in the opening instructions delivered by your Broker to us and, if more than one person comprises the account holder, means each of them separately and all of them jointly.

### 2. Your Agreement

When you open a Notice 185 Account with us, your agreement with us in relation to your Notice 185 Account comprises:

- these Terms and Conditions;
- the Product Schedule; and
- the Notice Accounts and Cash Accounts Interests Rates Reference Guide.

You should read these Terms and Conditions and the Product Schedule carefully. If there is any inconsistency between these Terms and Conditions and the Product Schedule, the Product Schedule prevails.

In order to open a Notice 185 Account you must also have a FIIG Securities Cash Account with Bankwest in the same name.

### 3. Code of Banking Practice

The Code of Banking Practice applies to your Notice 185 Account.

General information about our banking services is set out in the **Bankwest Banking Services Rights and Obligations** booklet. It includes, in particular, information about account opening procedures, our obligations regarding the confidentiality of your information and our complaint handling procedures, you can obtain a copy of the Banking Services Rights and Obligations booklet through your Broker or by visiting [bankwest.com.au](http://bankwest.com.au).

### 4. Privacy

For the purposes of this clause 4, 'we' and 'us' means Bankwest and subsidiaries of the Commonwealth Bank of Australia.

#### Privacy Statement and Consent to Use your Information

This Statement explains how we collect, use and disclose personal information.

Personal information is information about, and which identifies, an individual (such as name and contact details). Your personal information includes information about who you are and your interactions with us such as transactions on your account. It may

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also include information about you that is publicly available, for example from public registers or made available through social media. When you give us personal information about another person, you represent that you are authorised to do so and agree to inform that person of the contents of this Statement as it relates to them.

### **Purposes for which we collect and use personal information**

We collect your information because we are required to identify you in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act. You are not required to provide your Tax File Number. However, if we do not collect your Tax File Number as permitted by the Taxation Administration Act 1953 and the Income Tax Assessment Act 1936, we may be required to withhold amounts from you and remit them to the Australian Taxation Office.

We also collect your personal information to assess and process an application for any product or service that you make or for which you are a signatory, for internal processes including risk management and pricing, to administer our relationship with you, to meet our obligations in relation to external payment systems, Government bodies and funding arrangements, to identify and comply with regulatory requirements.

If you use our website or online applications we may collect information about your location or activity (including whether you have accessed third party sites) to customise your experience.

### **Exchange of personal information**

We may exchange personal information about you with: our related bodies corporate, assignees, agents, contractors and external advisers, organisations for verifying your identity, your agents, advisers, referees, executors, administrators, trustees, beneficiaries (if you are a trustee), guardians, attorneys, law enforcement, regulatory and government bodies, anyone who introduces you to us, reward program providers, third parties providing fraud detection services, your franchisor, payment system operators, your and our insurers or prospective insurers and their underwriters, any person we consider necessary to execute your instructions, other organisations for the supply of services, other persons where this is permitted by law, persons with whom you make a joint application for a product or service with us, participants in a funding scheme, and any financial institution to or from which a payment is made in relation to any account you have or operate.

In some cases, these persons or organisations may disclose your personal information for the purposes of any relationship they have with you or performing functions in relation to you.

### **Verifying your identity using a credit reporting body (CRB)**

In order to verify your identity, if you choose not to provide proof of identity under clause 6, we and our agents may provide your name, residential address and date of birth to a CRB, which may use that information and corresponding information in credit information files of individuals to prepare and provide an assessment of whether your information matches information on a credit information file held by that CRB. You agree to us and our agents requesting an assessment and providing your personal information for such an assessment.

### **Transfer of personal information overseas**

Sometimes it may be necessary to send your information overseas – for example where we outsource functions overseas, send information to related bodies corporate, where we need to complete a transaction on your behalf or where this required by laws and regulations in Australia or in another country. These countries include New Zealand, United Kingdom and Ireland. Please refer to Bankwest's Privacy Policy for more information.

### **Access to your personal information, contacting us and contacting you**

This Statement should be read in conjunction with Bankwest's Privacy Policy available on the websites of [bankwest.com.au](http://bankwest.com.au) and [bwami.com.au](http://bwami.com.au) or by calling our Client Services Team on 1300 663 117.

You have rights to access your personal information from us, to request us to correct the information, and to make a complaint to us about a breach of your privacy rights in relation to the information. The Privacy Policy includes further information about how you may do this.

### **Consent**

You agree to the terms of our Privacy Policy and consent to us collecting, using, exchanging and transferring overseas, your personal information as described and as set out above and in Bankwest's Privacy Policy.

To find out more on how we collect, use and disclose personal information, Bankwest's Privacy Policy is available on the websites of [bankwest.com.au](http://bankwest.com.au) and [bwami.com.au](http://bwami.com.au). If you would like to receive a copy of this document, please contact our Client Services Team on 1300 663 117 or contact your Broker.

The consent and agreement can be found within the Declaration section of the Notice 185 Account application form. If you do not provide the above consent, Bankwest will not be able to provide you with banking services (such as accounts).

## **5. ePayments Code**

We warrant that we will comply with the requirements of the ePayments Code, where those requirements apply to your dealings with us. Where those requirements apply, the applicable Rights and obligations are described in Parts 1, 4, 7, 8 and 10 of the Bankwest Account Access Conditions of Use which are incorporated by reference into this Product Information Statement. Any

limitation in this Product Information Statement on the kinds of transactions which may be engaged in or the way that transactions may be conducted overrides the provisions of those Conditions of Use to the extent of the inconsistency.

## 6. Anti-Money Laundering and Counter-Terrorism Financing Act 2006

When you open a Notice 185 Account you and each signatory to the account will be asked for proof of identity. Government legislation requires Bankwest to identify you before you open a new account or become a signatory to a new or existing account. Information about our identification requirements is set out in our Banking Services Rights and Obligations booklet.

## 7. Deposits and Withdrawals

We will not accept deposits nor allow withdrawals of cash or currency in connection with your Notice 185 Account.

Deposits can only be made to your Notice 185 Account electronically by you or your Broker by direct electronic credit from an account with a financial institution. Withdrawals can only be made electronically by your Broker (including on closure of your Notice 185 Account) after expiry of the notice period.

All withdrawals from your Notice 185 Account require 185 days' advance notice. Request for withdrawals should be made to your Broker. The notice period commences on the day (Perth time) that we actually receive notice from your Broker. Bankwest will complete the withdrawal request on the next Business Day following the expiry of the notice period.

## 8. Credit Interest

The Product Schedule will state whether credit interest is payable in respect of your Notice 185 Account and, if so, the applicable interest rate. Any interest payable will be credited to your Notice 185 Account. You may choose, by contacting your Broker, to have interest credited to your FIIG Securities Cash Account. Such a direction may take up to 5 Business Days to process.

Interest to which you are entitled will be calculated daily by multiplying the credit balance of your Notice 185 Account at the end of the day by the interest rate for that day and dividing the result by 365. Interest will be paid with the frequency stated in the Product Schedule and on closure of your account.

If you do not lodge your Tax File Number (TFN), your ABN (if you have one), or an appropriate exemption with us, by law we must deduct withholding tax at the highest marginal tax rate plus the Medicare Levy plus other applicable levies from the interest payable to you. If you are not an Australian resident for tax purposes, we are required by law to deduct non-resident withholding tax from the interest payable to you.

## 9. Transfers

You may in certain circumstances, transfer from your existing Notice 185 Account, to another Notice Account which has a longer notice period for withdrawals, without having to serve a notice period. You may not transfer from your existing Notice 185 Account into any account held in another name. Contact your Broker for further information.

## 10. Overdrawn Accounts

The account cannot be overdrawn.

## 11. Statements of Account

We will provide a statement of your Notice 185 Account every month. Your Broker may have a special agreement in place to issue statements more frequently. You may request statements and any additional statements from your Broker, if you request extra copies of a statement previously issued we may charge you a fee (refer to clause 5 of the Product Schedule).

You must check your statements and advise your Broker of any errors or omissions.

## 12. Changes to Terms and Conditions

We may at any time change the Terms and Conditions applying to your Notice 185 Account. We will notify you of such changes via your Broker in accordance with the timeframes set out in the table below.

Type of change	Timing	Method of giving notice
Introduce or increase a fee or charge	30 days advance notice	In writing to your Broker or via your monthly periodic statement

Change the method of calculating or paying interest or an interest rate tier	30 days advance notice	In writing to your Broker or via your monthly periodic statement
Change to Interest Rate	No later than the day of change to interest rate	In writing to your Broker
Other changes, including closing your Notice 185 Account	No later than the day of change	In writing to your Broker

### 13. Trust Accounts

If you open the Notice 185 Account as a trustee (using your Broker as your agent), you represent and warrant that you have the necessary power and authority to open and operate the account, that you are the sole trustee of the trust, that no action has been taken to remove or replace you as trustee of the trust and that you have an unrestricted right to be fully indemnified out of trust assets in respect of any liability that you may incur as trustee.

If you are the trustee of a trust, we may require you to provide additional information, so that we can comply with laws relating to Australia's international obligations in relation to tax evasion. Additional information may include whether you, the settlor or any beneficiary of the trust is a tax resident of another country other than Australia.

If you are an entity, or if the settlor or any beneficiary is an entity, this requirement will apply to all individuals who are an ultimate beneficial owner of that entity. We will require you to obtain (and/or provide on their behalf) each individual's name, address, date of birth and tax residency details. However, you are not required to provide this information if the settlor's identity is unknown, or if they have no ongoing involvement with the trust and their tax residency unknown, and after reasonable enquiry, you have no reason to believe the settlor is a tax resident in another country outside Australia.

You will promptly advise us if any information changes.

### 14. Changes in your Particulars

You must inform your Broker immediately of a change in your name or address and ensure that your Broker informs us.

We will not be responsible for any errors or losses associated with a change in your particulars if we do not receive notice or adequate notice of the change.

### 15. Service of Notices

Where, by these Terms and Conditions, we have agreed to write to you or send you a notice or statement, or should we otherwise seek to communicate with you, the communication may be sent to you by mail addressed to you at your last known address or business address as the case may be. -

If you agree to us doing so, we may provide such communications to you by sending an electronic communication to your nominated electronic address.

The consent and agreement can be found within the Declaration section of the FIIG Securities Notice 185 Account application form. Should you agree, you may at any time by notice to us terminate your agreement to receive information by electronic communication or change your electronic address.

### 16. Closing the Account

We may close your Notice 185 Account for any reason at any time. We will notify your Broker in writing should we do so.

You may instruct your Broker to provide Bankwest 185 days' notice to close your Notice 185 Account. Bankwest will close your Notice 185 Account on the next Business Day following the expiry of the notice period and transfer the account balance to your FIIG Securities Cash Account. However to the extent that the balance comprises any funds which have not been cleared, the funds will be unavailable to you until they are cleared.

If your Notice 185 Account has a debit balance at the time it is closed that balance including any outstanding fees will be due and payable by you to us upon demand.

Upon the closure of your Notice 185 Account, all liabilities owing to us in relation to the Notice 185 Account will become immediately due and payable and these Terms and Conditions will continue in full force and effect until those liabilities have been discharged in full.



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## 17. Fees and Charges

You must pay us the fees and charges that are or become payable in connection with your Notice 185 Account in the amounts and at the times set out in clause 5 of the Product Schedule or in these Terms and Conditions and you authorise us to debit them to your FIIG Securities Cash Account as and when they become payable. If the FIIG Securities Cash Account does not have a sufficient balance, you agree that we are entitled to (but need not) treat this as a request by you to overdraw the FIIG Securities Cash Account, or debit them to the Notice 185 Account, at our discretion.

If we incur any government tax, duty or other charge imposed by law in respect of your Notice 185 Account or its operation, you must pay us an amount equal to the charge calculated in accordance with the methods prescribed from time to time by the relevant legislation. You authorise us to debit any such amount to your FIIG Securities Cash Account or your Notice 185 Account, at our discretion.

Current information on fees and charges in respect of services which you may seek in relation to your Notice 185 Account (for example, a copy of a statement) is available by contacting your Broker.

## 18. Authorised Operators

You authorise Authorised Operators including your Broker, to do all or any of the following acts and transactions in respect of your Notice 185 Account:

- open and operate your Notice 185 Account;
- close the account;
- deposit to and withdraw from your Notice 185 Account; and
- act fully and effectively with Bankwest in all dealings, matters and transactions connected with your Notice 185 Account.

You remain responsible for all transactions made by an Authorised Operator until we are notified in writing that their authority is cancelled.

Each Authorised Operator is authorised to access the Account Information and to effect transactions without the need for prior notice to you. For such purpose you hereby appoint each Authorised Operator as your duly authorised attorney with the power to sign all instruments, to authorise and give effect to transactions, and to access Account Information at the discretion of the Authorised Operator, and you ratify and agree to ratify all that an Authorised Operator may do pursuant to the authority conferred by this clause.

We may rely on an instruction or authority given or purported to be given by an Authorised Operator without having to verify the authority of the Authorised Operator to act on your behalf. We and our officers, employees and agents are released from all claims, actions, liabilities and demands whatsoever of you or any person claiming in right or title of you, arising in respect of or incidental to the operation or purported operation of your Notice 185 Account, including any transactions or the accessing of any Account Information.

We are not responsible for monitoring operations, transactions, or the provision of access to any Account Information, and to the extent permitted by law we expressly disclaim any liability in connection with the operation of or access to your Notice 185 Account by the Authorised Operators.

Instructions in relation to a Notice 185 Account or any transaction on a Notice 185 Account must be sent to us by an Authorised Operators in the manner and form specified by us from time to time, and will be effective only when received by us.

## 19. Procedures for Handling Complaints

If you wish to make a complaint in relation to your Notice 185 Account, please contact your Broker in the first instance. If you are still not satisfied with the way your Broker has handled your complaint, you can contact us directly in the following ways:

- by writing to BWA Managed Investments at PO Box 2525, Perth WA 6001; or
- by calling our Client Services Team on 1300 663 117.

Our staff will do everything they can to rectify your problem immediately. We strive, wherever possible, to resolve your complaint within 5 Business Days.

If we are unable to resolve your complaint to your satisfaction, you will be advised of the details (including the timeframes) of our internal dispute resolution process and an officer with the appropriate authority to resolve the dispute will investigate your complaint thoroughly. We will do our best to resolve any complaint promptly and to your satisfaction.

### External Dispute Resolution

If you are not happy with the response we provide, you may refer your complaint to an external dispute resolution service. The Financial Ombudsman Service (FOS) offers a free, independent dispute resolution service for the Australian banking, insurance and investment industries. You can contact the FOS on 1800 367 287, or by writing to Financial Ombudsman Service, GPO Box 3, Melbourne VIC 3001, or online at [www.fos.org.au](http://www.fos.org.au)

A brochure outlining the FOS scheme is available from any of Bankwest's Customer Service Centres or by phoning 1300 663 117.

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## 20. Additional Obligations

The Bank may be subject to laws or regulations in Australia or another country that affect your relationship with the Bank (eg. laws that address tax evasion). So that we may comply with our obligations under these laws or regulations, we may:

- require you to provide information about you or your product;
- disclose any information we are required to concerning you (including sending your information overseas);

if required to do so, withhold an amount from a payment to you, and if we do, we will not reimburse you for the amount withheld; and/or take such other action as is reasonable required, including, for example, closing your account.

Bankwest, a division of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL/Australian credit licence 234945.  
For any further information visit [bankwest.com.au](http://bankwest.com.au) or call the Customer Help Centre on 13 17 19.