



IMB Ltd trading as IMB Bank
ABN 92 087 651 974
AFSL/Australian Credit Licence 237 391

253-259 Crown Street
Wollongong NSW 2500

1800 654 423

PRODUCT DISCLOSURE STATEMENT FOR IMB TREASURY PRODUCTS

This Product Disclosure Statement is an important document. It provides you with information about the products set out below so you can decide whether or not to use them and you can compare them to similar products.

This PDS was prepared on 28th July, 2015 and is effective from 1st August, 2015.

This PDS applies to the following financial products:

Call Deposits

- ***11am Deposit***
- ***24 Hour Deposit***

Fixed Rate Term Deposits

- ***Term Deposit***
- ***Certificate of Deposit***

Floating Rate Term Deposits

- ***Variable Rate Deposit***

This document does not contain all the information we must give you before you use IMB Treasury Products. This PDS consists of two documents:

- **This document**, including a **Key Features** statement, a summary of the **Costs, Benefits and Risks**, and **Terms and Conditions**
- A document named "**PDS - Interest Rates for IMB Treasury Products**".

Unless you have already accepted this agreement, the first time you use any of the Treasury Products to which this PDS applies you will automatically indicate that you understand and agree to be bound by the terms and conditions contained in this PDS which apply to each product.

You should read this PDS carefully before using any of the Treasury Products to which this PDS applies, and keep the PDS for your future reference. If you have any questions, please contact us.

Should you wish to obtain any more information about any of the Treasury Products to which this PDS applies, please contact IMB Treasury by phone on 1800 654 423 or by email at treasury@imb.com.au.

This PDS is issued by:

IMB Ltd trading as IMB Bank
ABN 92 087 651 974
AFSL 237 391

You can contact us at:

253-259 Crown Street
Wollongong NSW 2500

By Phone 1800 654 423
By Fax 02 4298 0200
By Email treasury@imb.com.au
Internet www.imb.com.au

This PDS only applies where it is received by a person in Australia.

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SECTION 1: KEY FEATURES

Using your **IMB Treasury Products**, you can:

- **deposit money into a deposit account we establish for you;**
- **earn interest on the money deposited into that deposit account;**
- **have access to money market rates;**
- **withdraw your funds after you have notified us (there are restrictions that apply to withdrawals);**
- **confirm your account balance and transactions made on your deposit account by telephoning us; and**
- **receive regular statements recording transactions on your deposit account. We will also confirm deposits, transactions and maturity interest payable on your deposit account.**

The terms and conditions set out in Section 5 explain the way in which these features operate.

SECTION 2: COSTS

The costs of using these products are set out in this document.

SECTION 3: BENEFITS AND RISKS

The **benefits** of these products include:

- **although not without risk (see below), our payment method reduces the risks associated with loss or theft of cash.**

The **risks** associated with these products will depend in part on the way you use them. Those risks include:

- **technical errors or difficulties affecting the system used for processing payments may, among other matters, prevent the timely and accurate completion of your payments;**
- **information available from us, such as deposit account balances or transaction records, may not always be complete and up-to-date due to technical errors or difficulties;**
- **as referred to in condition 3 in Part A, we may close your deposit account in certain circumstances;**
- **after we make a payment following your instruction, and that payment is an incorrect payment, it may not be possible to stop or alter that payment before it is processed.**

To reduce these risks, you should ensure that you comply with the provisions we set out in this PDS and carefully check your statements and notify us of any errors.

SECTION 4: GENERAL INFORMATION

IMB is an Authorised Deposit-Taking Institution (“ADI”) regulated by the Australian Prudential Regulation Authority.

We warrant that we will comply with the requirements of the ePayments Code.

You agree to be bound by our constitution which may be inspected or a copy obtained at any of our Sales Centres or by phoning IMB Treasury on 1800 654 423.

This PDS contains all the information you need to know and agree to before using any of our Treasury Products.

SECTION 5: TERMS AND CONDITIONS

It is very important that you read and fully understand these terms and conditions as they set out your rights and responsibilities when using any of our Treasury Products. We recommend that you keep this brochure handy for future reference.

If there is anything you do not understand, you may also obtain additional information about:

- **Deposit account opening procedures;**
- **Our confidentiality procedures;**
- **Dispute handling procedures; and**
- **Deposit account terms and conditions,**

by phoning IMB Treasury on 1800 654 423.

These terms and conditions apply as follows:

Part A: General terms and conditions which apply to all Treasury Products

Part B: Terms and conditions applying to each Treasury Product

Part C: Conditions for resolving disputes

Part A General terms and conditions

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Part A General terms and conditions

This section of these terms and conditions applies to any IMB Treasury Product you use. Any transactions on these accounts may be made on business days only.

1. Important words

business day means a day when we are open for normal business in New South Wales other than a Saturday or Sunday or New South Wales Public Holiday.

deposit means a deposit to a deposit account offered by us;

deposit account means an account we open for you into which your funds are deposited under the terms and conditions of this PDS;

"We", "us", "our" or IMB means IMB Ltd trading as IMB Bank (ABN 92 087 651 974);

you and "your" means each person named as a deposit account holder. If there is more than one account holder, you means each account holder separately and every two or more account holders jointly. You also includes your successors and assigns.

Words importing persons shall extend to and include corporations; words importing the masculine gender shall extend to and include the feminine and neuter gender; and words importing the singular or plural number shall extend to and include the plural or singular number respectively.

2. Changes to these terms and conditions

We may change any of these terms and conditions from time to time. We will give you at least 30 days written notice if we:

- (a) introduce a new fee or charge;
- (b) change the method of calculating interest;
- (c) change the frequency that interest is credited.

We will notify you of any other changes as required by law but will notify you in writing and/or newspaper advertisement either on or before the day the change takes effect.

We need not give you notice when changes are made necessary by an immediate need to restore or maintain the security of the system or individual accounts.

3. What happens if you breach any of these terms and conditions?

If you breach any of these terms and conditions, we may close the deposit account.

Also, you must pay the enforcement expenses and any other enforcement costs which we reasonably incur in enforcing the terms and conditions of this PDS.

4. Privacy Information

4.1 Personal information

IMB is committed to the protection of your personal information. We collect personal information to provide, manage and administer the products and services we provide now and in the future. For information on how IMB holds, uses and discloses personal information, and for details of how you can gain access to, or seek the correction of the personal information we hold, or how you may complain about a privacy related matter, please refer to IMB's Privacy Notice and Privacy Policy which are updated from time to time and are available on our website at www.imb.com.au/privacy or by calling IMB Treasury on 1800 654 423

4.2 Change of address

You must tell us in writing or by contacting IMB Treasury on 1800 654 423 of any changes to your residential or postal address.

5. Operating your Treasury deposit account

You may authorise any person to be your agent to give instructions for the operation of your deposit account. You should ensure that your agent has read and understood the relevant terms and conditions for the deposit account. You are responsible if your agent does not comply with those terms and conditions.

You are responsible for all transactions made by your agent as if you had made them yourself. You must tell us in writing if you wish to cancel an authority given to an agent to operate your deposit account. You consent to us giving your agent information about your deposit account.

6. Interest payments

All interest rates quoted apply to the entire balance of your account, are per annum and are exclusive of any compounding unless otherwise stated.

Interest is calculated on the daily balance at a daily rate equivalent to the annual rate divided by 365.

Generally, we pay you interest for each day you have a credit balance for the end of that day.

See Part B for details on when interest payments will be credited to your account. Unless otherwise specified, interest is credited to call deposit accounts monthly and term deposits on maturity. We credit the interest in full if you give us your tax file number or exemption status. Otherwise we may be required by law to deduct tax from it at the highest tax rate and pay it to the Australian Taxation Office.

Details of current interest rates for Treasury Products are available in a document named “**PDS - Interest Rates for IMB Treasury Products**” or by calling IMB Treasury on 1800 654 423.

7. Fees and charges

There are currently no IMB fees and charges for IMB Treasury Products. However, we reserve the right to charge you and debit your deposit account with any fees and charges, including relevant government charges, which may become payable.

If we introduce or change any IMB fees and charges we will give you notice.

8. Taxation

You may need to pay tax on interest earned on your account. You should obtain your own legal, accounting and taxation advice if you have any doubts or queries about your taxation position.

If you have not quoted a tax file number (TFN) or TFN exemption in respect of your account or are a non-resident, we may be required by law to deduct tax from interest earned on your account.

9. Unclaimed money

The Banking Act requires that where funds in excess of a specified amount are held in an account for three (3) years without any operations on the account, all of the funds in the account must be sent to the Australian Securities and Investments Commission as unclaimed monies. Where funds less than the specified amount are held in an account for three (3) years without any operations on the account, they will be held by IMB as a dormant account. We may charge a fee when such an account is closed.

10. Certificates

A certificate signed by one of our officers stating that an amount is due from you to us in respect of the account or stating any other facts will be sufficient evidence of the amount or the facts.

11. Assignment

We may assign or otherwise deal with our rights under this agreement in any way we consider appropriate. You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under this agreement.

12. Notices

We may give notice to you:

- a) personally;
- b) by sending it by post to the address nominated by you;
- c) by sending it to a fax number or electronic mail address nominated by you; or
- d) by newspaper advertisement, in certain circumstances.

If notice is sent by post, delivery of the notice is deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and the notice is deemed to have been delivered on the day after the date of its posting.

If notice is sent by facsimile or electronic transmission, delivery of the notice is deemed to be effected by properly addressing and transmitting the facsimile or electronic transmission, and the notice is deemed to have been delivered on the day following its despatch.

Part B Treasury Products

Treasury Products are only available through your Treasury representative. Notice of transaction instructions must be received by Treasury by phone or email by the time specified in the terms and conditions.

These terms and conditions apply only to the following deposits:

13. Call Deposits

11am Deposit

24 Hour Deposit

13.1 Deposits and Term

The minimum initial deposit and minimum balance is \$100,000. Additional transactions may be made on 11am and 24 Hour Deposit Accounts. The minimum transaction amount is \$10,000.

For 11am Deposits, there is no minimum term.

For 24 Hour Deposits, each deposit has a minimum term of 7 days.

If you wish to make a withdrawal from an 11am Deposit Account you will need to notify us prior to 11.00am on that day.

If you wish to make a withdrawal from a 24 Hour Deposit Account you will need to provide us with at least 24 hours' notice.

On withdrawal, your deposit will be repaid to your nominated account held in your name.

13.2 Interest Rate

The interest rate is based on the daily rate offered by IMB on the day of deposit. We will notify you in writing of the interest rate applying to your account.

Interest is calculated daily and will be paid monthly on the first day of each month and credited to your deposit account.

13.3 Early Withdrawal

For 24 Hour Deposits we will not allow any withdrawals before the expiry of the minimum 7 day term.

14 Fixed Rate Term Deposits

Term Deposit Certificate of Deposit

14.1 Deposits and Term

The minimum initial deposit and minimum balance is \$100,000. No additional principal deposits may be added during the fixed term of the deposit.

Our Term Deposit is available for a fixed term from 7 days to 5 years.

Our Certificate of Deposit is available for a fixed term from 7 days to 1 year.

If you would like us to repay your deposit, together with any interest payments, to your nominated account held in your name, you must notify us by contacting Treasury prior to 12.00 noon on the maturity date.

In the absence of contrary instructions, your deposit, together with any interest payments, will automatically be reinvested on the maturity date for a further identical fixed term. If we do this and the reinvestment term maturity date falls on a non-Business day, the maturity date for the reinvestment term will fall on the next Business day. However, if the next Business day falls in the next calendar month, the reinvestment term maturity date will be the last Business day of the current month.

14.2 Interest Rate

The interest rate is based on money market rates and will be negotiated on the day of deposit. We will notify you in writing of the interest rate applying to your deposit.

Interest is calculated daily and will be paid on maturity, monthly, quarterly, semi-annually or annually, depending on which frequency of payments you decide to use, to your nominated account held in your name or compounded to your deposit.

14.3 Early Withdrawals

Early withdrawal of funds (in full or in part) prior to maturity is at IMB's absolute discretion. For deposits made or reinvested on or after 2 January 2015 you must give us at least 31 days' notice to request an early withdrawal of funds (in full or in part) where the term is 31 days or more. If IMB agrees to the early withdrawal, repayment will not be made until after the 31 days' notice has expired.

Factors we will take into consideration include but are not limited to: IMB's cash position on the day, the amount of notice, IMB's liquidity position, current interest rates, the client relationship, the amount on deposit and to be withdrawn, the remaining balance and the term to maturity, if applicable, and any other factors that IMB may consider relevant.

14.4 Break Costs

If you make an early withdrawal an early-redemption interest adjustment will apply.

Any early-redemption interest adjustment made to your deposit will be determined by IMB at its absolute discretion based on the particular circumstances of the transaction and taking into account factors such as current interest rates, the client relationship and anything else that IMB may consider relevant.

If you make an early withdrawal you may be required to repay to us the amount of interest credited to you. We will recover this amount from your deposit account in the following order of priority:

- a) from any interest to be credited to your deposit account;
- b) as a deduction from the amount you are withdrawing.

However, we will not reduce your net principal deposit amount.

We will let you know if we have applied an early-redemption interest adjustment to your deposit.

15 Floating Rate Term Deposits

Variable Rate Deposit

15.1 Deposits and Term

The minimum initial deposit and minimum balance is \$100,000. No additional principal deposits may be added during the fixed term of the deposit.

Our Variable Rate Deposit is available for a fixed term from 1 to 5 years.

If you wish to re-invest your deposit for a further fixed term, you must notify us by contacting Treasury prior to 3.00pm on the maturity date.

In the absence of contrary instructions, your deposit, together with any interest payments will automatically be repaid to your nominated account held in your name on the maturity date.

15.2 Rollover Period

The length of the Rollover Period for the Variable Rate Deposit is 3 months. However, each new Rollover Period must commence on a Business day. If the new Rollover Period date falls on a non-Business day, the new Rollover Period date for the reinvestment term will fall on the next Business day. However, if the next Business day falls in the next calendar month, the new Rollover Period date will be the last Business day of the current month.

Your Variable Rate Deposit Interest Rate will be reset on the first day of each Rollover Period during the term of the Variable Rate Deposit.

15.3 Interest Rate

The Variable Rate Deposit Interest Rate which applies on any day during a Rollover Period is the Bank Bill Swap Rate (BBSW) applying on the first business day of the Rollover Period, plus your Rate Margin.

Your Rate Margin will be negotiated on the day of deposit and will not be changed during the term of the Variable Rate Deposit.

We will notify you in writing of your Rate Margin on the day you enter into the Variable Rate Deposit. You will be notified in writing of the Bank Bill Swap rate (BBSW) and your current Variable Rate Deposit Interest Rate at the beginning of each Rollover Period.

Interest on the Variable Rate Deposit is calculated daily and will be paid to you after the end of every Rollover Period during the term of the Variable Rate Deposit.

Interest will be paid to your nominated account held in your name.

15.4 Early Withdrawals

Early withdrawal of funds (in full or in part) prior to maturity is at IMB's absolute discretion. For deposits made or reinvested on or after 2 January 2015 you must give us at least 31 days' notice to request an early withdrawal of funds (in full or in part) where the term is 31 days or more. If IMB agrees to the early withdrawal, repayment will not be made until after the 31 days' notice has expired.

Factors we will take into consideration include but are not limited to: IMB's cash position on the day, the amount of notice, IMB's liquidity position, current interest rates, current rate margins, the client relationship, the amount on deposit and to be withdrawn, the remaining balance and the term to maturity, if applicable, and any other factors that IMB may consider relevant.

15.5 Break Costs

If you make an early withdrawal we will reduce the Rate Margin payable on any amounts withdrawn before maturity. The reduced Rate Margin will apply to the entire term of the deposit elapsed prior to withdrawal. (The Rate Margin payable on any remaining deposit will not be changed).

You will be required to repay to us the amount of interest credited to you in excess of the reduced Rate Margin. We will recover this amount from your Variable Rate Deposit in the following order of priority:

- a) from any interest to be credited to you at the end of the current Rollover Period;
- b) as a deduction from the amount you are withdrawing.

We will let you know the early-redemption interest adjustment applied to your deposit.

Part C Resolving disputes

16. Our Commitment to Customer Service

If you have a complaint

Talk to us first.

If you have a complaint, please talk to someone at IMB Treasury. If you let a staff member know what the problem is, they may be able to resolve the issue.

If not, they will be able to refer you to an appropriate manager. In this way your complaint will reach the right person.

Alternatively, you may wish to put your complaint in writing. An IMB manager will call you to discuss your concerns.

What happens then?

If we are able to resolve the issue for you we will do so immediately. If however, you are not satisfied with our response to your complaint, then you can lodge a dispute with Member Relations.

You should put your complaint in writing and send it to:

Member Relations
IMB Ltd
PO Box 2077
WOLLONGONG NSW 2500

Member Relations is responsible for resolving your complaint. If we need further information we will write to you requesting it.

Once all required information is received we will investigate your complaint and advise you of the outcome, or that we need more time to complete our investigation.

In all but exceptional cases we will take less than 45 days to complete our investigation. If it takes longer, we will advise you in writing.

In all cases we will advise you in writing of our decision and the reasons for our decision.

If you are still not satisfied with our decision, you can seek an external review of our decision by the Financial Ombudsman Service.

Financial Ombudsman Service

IMB is a member of the Financial Ombudsman Service. This is a self-regulatory scheme providing an external and impartial dispute resolution process for retail client members and customers of participating building societies, credit unions and other financial service providers.

The Ombudsman's determinations are binding upon IMB if you accept the decision.

You can contact the Ombudsman:

Telephone 1300 780 808

Facsimile (03) 9613 6399

Mail

GPO Box 3
Melbourne Vic 3001

Website www.fos.org.au

Email info@fos.org.au

This service is provided free of charge.

17. Notice of changes

If we change this Part C we will give you at least 30 days written notice.