

# ANZ Saving & Transaction Products

TERMS AND CONDITIONS | 23.02.2015



## **About this booklet**

You must read this booklet along with the 'ANZ Personal Banking Account Fees and Charges' booklet and in the case of ANZ Extras Package, the 'ANZ Extras Package Benefit Terms and Conditions' booklet. Together they form your terms and conditions for the products and services listed to the right.

If you require a copy of the 'ANZ Personal Banking Account Fees and Charges' booklet, please call 13 13 14.

## **How to use this booklet**

To the right you will see the list of products and services that the terms and conditions in this booklet cover and over the page are detailed contents, including page references.

This booklet outlines areas such as opening and using ANZ accounts, specific product terms and conditions and how to contact us (at the back of this booklet).

## **General enquiries**

If you have any general enquiries about this booklet, or the terms and conditions contained within it, or simply need more information about any ANZ account, please ask at any ANZ branch or phone our Customer Service Centre on 13 13 14.

This booklet contains terms and conditions for the following products and services:

- ANZ Access Advantage
- ANZ Access Basic
- ANZ Pensioner Advantage
- ANZ Progress Saver
- ANZ Premium Cash Management Account
- ANZ Prime Cash Management Account
- ANZ Term Deposits
- ANZ Advance Notice Term Deposits
- ANZ Online Saver
- ANZ V2 PLUS
- ANZ One
- ANZ Equity Manager
- Direct debits
- Periodical payments
- Internet Banking
- Mobile Banking
- BPAY®

Products No Longer For Sale:

- ANZ Access Select
- ANZ Access Limited
- ANZ Extras Package
- ANZ Passbook Savings
- ANZ Home Loan Interest Saver

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## Introduction

In these terms and conditions, 'we', 'us', 'our' and 'ANZ' refer to Australia and New Zealand Banking Group Limited ABN 11 005 357 522.

### Read your product terms and conditions

You should read all relevant terms and conditions you have received and ask us about any issues that concern you.

If you have, or are interested in, an ANZ Equity Manager account, you should read and keep the terms and conditions for the facility as well as the terms and conditions contained in this booklet. The ANZ Equity Manager account terms and conditions are contained in the booklet 'ANZ Consumer Lending Terms and Conditions'. This booklet is available at any ANZ branch.

If you have any questions or need more information about any ANZ account, ask at any ANZ branch or phone our Customer Service Centre on 13 13 14. Or, for information on ANZ V2 PLUS, phone the ANZ V2 PLUS Service Centre on 13 28 33 (available from 8am to 8pm Melbourne time, Monday to Friday).

### Applying these terms and conditions

If you are opening a new account, these terms and conditions will apply immediately.

Other terms and conditions, including those implied by law, also apply. To the extent permitted by law, these terms and conditions shall prevail in the event of any inconsistency.

If the law implies terms and conditions which cannot be excluded, ANZ's liability under those implied terms and conditions will be limited to the maximum extent permitted by law.

### Accepting these terms and conditions

You are deemed to accept these terms and conditions on the earlier of the date on which you first use your account or the date on which you otherwise accept these terms and conditions in a manner advised by ANZ from time to time.

### Code of Banking Practice

If you are an individual or a small business (as defined in the Code of Banking Practice) ANZ is bound by the Code of Banking Practice when it provides its products and services to you.

# Section 1

## How to open an ANZ account

There are specific terms and conditions for opening an ANZ V2 PLUS or ANZ Online Saver account. These are set out in section 6 and apply along with the conditions set out in this section 1.

### 1.1 Identification

Under Federal Government law, we must verify the identity of all account holders, and anyone authorised to act for them. For us to do this, account holders and anyone authorised to act for them must satisfactorily meet ANZ's Customer Identification Process.

You can do this by producing acceptable documents which establish your identity. One of the documents must include your photograph or signature. If you want more information on the documents you can use as proof of your identity, please ask a member of staff at any ANZ branch.

Alternatively, you may have your identity verified electronically. If you would like to be identified electronically and you satisfy the eligibility criteria for electronic identification, you will need to provide us with personal information to assist us with the verification of your identity using electronic data sources. This information may include your Medicare or Passport details.

To obtain information on the accounts on which you can be verified electronically, call us on 13 33 33. For information on the eligibility criteria for electronic verification, please visit [anz.com/identityconditions](http://anz.com/identityconditions)

If you want to open an account and you have completed the identification process with ANZ previously, you will need to tell us the account number of your ANZ account.

### 1.2 Tax File Number

Federal law requires that all accounts earning deposit interest in a tax year may be subject to Tax File Number (TFN) legislation. It is not compulsory for you to provide your TFN. However, if you choose not to do so, we must deduct withholding tax from the interest earned, unless you are in an exempt withholding tax category. If you are in an exempt category, you should tell us.

Withholding tax is calculated at the highest marginal tax rate plus Medicare Levy.



In accordance with the Privacy Act, we will keep your TFN, which we can keep a record of for all your accounts, confidential.

### 1.3 Government charges

Any Government charges or duties you must pay for using the account will be taken straight from your account and shown on your account statement. These charges may vary according to State or Territory.

With ANZ V2 PLUS accounts, Government charges will be deducted every three months from the account balance or any interest.

For more information on any applicable Government charges, call into any ANZ branch or phone 13 13 14. Or, for ANZ V2 PLUS, you can phone the ANZ V2 PLUS Service Centre on 13 28 33 (8am to 8pm Melbourne time, Monday to Friday).

### 1.4 Joint accounts

If your account is held jointly with at least one other person, the following will apply.

- We can send notices, statements or other documents, including changes to these terms and conditions, to any one of the joint account holders at their address shown in our records
- If we do this, you will be deemed to have received the notice, statement or other document the day after we send it
- If we give these terms and conditions to any one of the joint account holders, they will be considered to have been received by all joint account holders
- If a joint account holder dies, we will treat the account and the balance of the account as being owned by the surviving joint account holder or holders with effect from the time of death.

### 1.5 Trust accounts

Trust accounts can be opened on request in the following ways.

- Where one or more persons opens an account in which they are named as trustee for another person(s). For example a trustee account held by parents for children
- By trustees under a will
- By trustees for clubs and other organisations.

## 1.6 Lawful purpose

You must not use the account for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction you are in.

# Section 2

## Using an ANZ account

### 2.1 Authority to use an account

ANZ V2 PLUS and ANZ Online Saver have specific terms and conditions for authorising other people to use the account on your behalf. Please see section 6 for details.

Unless section 6 says otherwise, when you open your ANZ account, you specify who is authorised to use the account. Except where expressly provided, we can act at all times on the basis that the authorised operator or operators can act fully and effectively in all dealings relating to the account.

You are responsible to us for all liability that arises as a result of operations on the account. If you have a joint account, each joint account holder is jointly and severally responsible to us for any liability. If you want to change the details of the people authorised to use the account you must tell us in writing.

### 2.2 Deposits

ANZ Term Deposits, ANZ Advance Notice Term Deposits, ANZ Prime Cash Management Account, ANZ V2 PLUS and ANZ Online Saver have specific terms and conditions for depositing, withdrawing or transferring money. Please see section 6 for details.

Unless section 6 says otherwise, you may deposit amounts into your account in the following ways.

- By arranging to have your salary or other income (such as family allowance and pensions) paid direct to your account
- In person at any ANZ branch or agency
- At any ANZ ATM (cash machine) which accepts deposits, if you have an ANZ card for your account
- By transferring funds using ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Banking, or at any ANZ ATM (except for ANZ passbook accounts)
- By arranging a transfer from your other ANZ accounts (except for ANZ passbook accounts)

- By arranging a transfer from another financial institution
- Over the counter at another bank (the other bank may charge a fee for this service)
- In any other way we agree with you.

### 2.3 ANZ Access Visa Debit card

#### How you can use the ANZ Access Visa Debit card

We may, subject to our eligibility criteria being met, issue any account holder, or any person authorised by any account holder, with an ANZ Access Visa Debit card to give access to one of the following accounts:

- ANZ Access Advantage
- ANZ Extras Package
- ANZ Access Select
- ANZ Pensioner Advantage
- Other products as ANZ may make available.

You can nominate an eligible account (from the list above) which is to be accessed using your ANZ Access Visa Debit card. This account will always be debited when you select 'credit' at Australian ATMs or 'credit' or 'Visa debit' at an EFTPOS terminal, make purchases online and over the phone using the 16 digit ANZ Access Visa Debit card number or when you make a purchase at a contactless terminal. This account will also be debited when you select 'eftpos SAV', 'SAV' (or 'savings') at Australian ATMs or EFTPOS terminals.

#### ANZ Access Visa Debit card acceptance

An ANZ Access Visa Debit card will normally be accepted by financial institutions and merchants displaying the Visa card symbol. However, Visa card promotional material displayed on any premises cannot be taken as a warranty by the financial institution, merchant or any person carrying on business there that all goods and services available at those premises may be purchased with the Visa card. In Australia, where the particular financial institution, merchant or other person carrying on business does not accept Visa cards, they may still allow goods and services to be purchased with the ANZ Access Visa Debit card by selecting 'eftpos SAV', 'SAV' ('savings') or 'eftpos CHQ', 'CHQ' ('cheque') at an EFTPOS terminal to access funds in a linked account.

The price a merchant charges for goods and services purchased with an ANZ Access Visa Debit card may

be different from the price a merchant charges for the same goods and services purchased with cash.

Unless required to do so by law we do not accept any liability:

- if any financial institution or merchant displaying a Visa symbol refuses to accept or honour an ANZ Access Visa Debit card; and
- for goods or services purchased with an ANZ Access Visa Debit card.

If you have any complaints about goods or services purchased with an ANZ Access Visa Debit card you must resolve the complaint directly with the merchant concerned.

### **Card validity and expiry**

For security reasons, the ANZ Access Visa Debit card must be signed immediately by the person in whose name it has been issued and must only be used within the 'valid from' and 'until end' dates. Further, you must ensure that when an ANZ Access Visa Debit card expires it is destroyed, by cutting it in half diagonally, making sure you cut through any chip on the card.

## **2.4 Cheques**

### **How long does it take for a cheque to clear?**

You should allow three to seven working days for a cheque to clear.

When you deposit a cheque into an ANZ account, we may allow you to draw on the cheque before it has cleared.

However, if this would mean that your account would be overdrawn, we will only allow the drawing if both the drawing and the account holder satisfy our criteria for the Informal Overdraft facility and an Overdrawn fee may be payable (refer to Clause 2.19 for details of the Informal Overdraft facility).

### **What if your cheque is dishonoured?**

We may charge you a Dishonour fee. We will also take the amount of the cheque from your account.

### **What happens to the original cheque once it has cleared?**

For cheques drawn on us and paid prior to 1 February 2006, we will destroy the original cheque but keep a copy of it for seven years.

For cheques drawn on us and paid on or after 1 February 2006 we will destroy the original cheque but keep a copy of it for:

- 13 months if the cheque is for less than \$200; or
- seven years if the cheque is for \$200 or more.

### **When might a cheque be dishonoured or payment refused?**

We may dishonour a cheque or refuse payment for the following reasons:

- there is not enough money in the payer's account;
- the cheque has not been signed;
- the cheque is more than 15 months old;
- the cheque has a future date on it;
- the cheque has been altered in a material way and the alteration has not been signed;
- law prevents the cheque from being paid;
- the cheque has been stopped; or
- the payer's bank has been notified that the account holder is unable to manage their own affairs, is bankrupt or has died.

### **What if a cheque or my cheque book is lost or stolen?**

You should keep your cheques and cheque book safe at all times.

If a cheque is lost or stolen, you must do the following.

- If a cheque made payable to you is lost or stolen, you must tell the person who wrote the cheque
- If a cheque you have written is lost or stolen, you must ask us to stop the cheque and you must tell the person to whom the cheque is payable
- If your ANZ cheque book is lost or stolen, tell us to put a stop on the cheques in that cheque book. If you then find the cheques, you cannot use them until you have given us written authorisation.

If you don't tell us, as soon as possible, that your cheque book has been lost or stolen, you may be liable for transactions incurred by you before you notify us, even if they are made without your authority.

### **'Crossed' cheques**

A cheque with two parallel lines across it is a 'crossed cheque'. A crossed cheque must be paid into an account with a bank or other financial institution. It cannot be cashed.

### **'Not negotiable' cheques**

If the words 'Not Negotiable' are written between the two parallel lines on a crossed cheque, this protects the true owner of a cheque that is lost or stolen by making sure that the recipient of a cheque obtains no better rights to the cheque than the person who passed the cheque.

For example, if your cheque has been stolen and the thief passes it on to an innocent person, you will be able to recover the amount paid on your cheque from the innocent person (or the thief if they are found). This is because the thief had no right to the cheque and so passed no rights to it on to the innocent person.

### **'Account payee only'**

If you write these words on a cheque, you are directing the bank collecting the cheque to pay the cheque into the account of the person named on the cheque only.

### **'Or bearer' and 'or order'**

If the words 'or bearer' are on a cheque, a bank may pay the cheque to anyone who has it, not only the person it is made payable to. If you delete these words, the cheque becomes an 'or order' cheque.

With an 'or order' cheque, if the payee wants to transfer it to another person, they must first sign the back of the cheque.

### **Cashing a cheque**

If you, as the drawer, want to cash a 'crossed' or 'not negotiable' cheque at your branch, always write 'Please pay cash' instead of a name at the top of the cheque, and sign in full underneath (do not just write your initials). You also need to sign in full in the space for your signature.

If you want to cash a cheque at another branch, you will need to provide two forms of identification:

- one form must be photo ID, such as your driver's licence
- one can be your ANZ card linked to your account.

## Cheques made payable to someone else

If you try to pay in or cash a cheque that is, or appears to be, made payable to, or belong to someone else, we may refuse to accept that cheque, refuse to cash that cheque or set some conditions that you must meet before we accept it.

## Stopping a cheque

You can stop a cheque that you have written by telling us:

- the amount of the cheque;
- the cheque number and the date on it; and
- who the cheque is made payable to.

If you have lost a cheque you received from someone else, tell that person so they can stop the cheque.

## Tips for cheque security

- Don't leave gaps between words
- When writing out the amount in words, start as close as possible to the left-hand side and write 'only' at the end of the amount
- When writing out the amount in figures, start as close as possible to the dollar sign
- Never write out a cheque in pencil, or in ink that can be erased (rubbed out)
- Do not sign a cheque until it is all filled out
- Always write the amount in words as well as figures
- Check your bank statements regularly to make sure the amounts taken from your account agree with the amounts shown on the cheque book stubs.

## Bank cheques

Bank cheques are cheques instructing payment from the bank itself rather than from a customer's account. They are designed to provide an alternative to carrying large amounts of cash when personal cheques will not be accepted. Bank cheques are usually asked for because there is less chance of them not being honoured. However, bank cheques should not be considered to be an equivalent to cash.

As an ANZ account holder, you can buy a bank cheque for a fee. We can dishonour a bank cheque if:

- the bank cheque is forged or counterfeit;
- the bank cheque has been altered;

- fraud or another crime has been committed;
- we have been told that the bank cheque has been lost or stolen;
- there is a court order restraining us from paying a bank cheque;
- we have not received the fee or value for the bank cheque; or
- the bank cheque is presented by a person who is not entitled to the cheque proceeds.

If a bank cheque we have issued is lost or stolen, we will, in certain circumstances, provide a replacement cheque for a fee.

## **2.5 Special clearance of funds**

You can arrange for a cheque to be cleared more quickly than usual by asking for a 'special clearance'.

## **2.6 Withdrawing or transferring money**

ANZ Term Deposits, ANZ Advance Notice Term Deposits, ANZ Prime Cash Management Account and ANZ V2 PLUS have specific terms and conditions for withdrawing or transferring money. Please see section 6 for details.

Unless noted otherwise, you may withdraw money from your account, as long as enough funds are available, in the following ways.

- Over the counter at any ANZ branch
- By electronic debit, for example direct debit or periodical payment (unless you have an ANZ passbook account)
- By cheque, if you have a cheque book for your account
- If you have an ANZ card linked to your account:
  - over the counter at any ANZ branch;
  - at an ATM which accepts the card; and
  - through an EFTPOS terminal.
- By ANZ Phone Banking
- By ANZ Internet Banking
- By ANZ Mobile Banking (transferring money between ANZ accounts).



If you have an ANZ Access Visa Debit card you can authorise transactions in the following ways.

- By using your ANZ Access Visa Debit card, alone or together with your PIN, in conjunction with any electronic equipment or terminal
- By presenting your ANZ Access Visa Debit card to a merchant and signing a voucher or other documentation acceptable to ANZ authorising the transaction
- By giving the ANZ Access Visa Debit card details to a merchant or to any other party to whom payment is to be made, either directly or through a third party, in a manner acceptable to us, for example, over the phone or on-line
- By transferring funds electronically using ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Banking
- By arranging an electronic debit, for example a recurring transaction or periodical payment to be paid directly from your account.

You can authorise a transaction made using your ANZ Access Visa Debit card for either a particular amount or for particular goods or services. For example, if you hire a car, you may authorise a transaction for both the rental and any additional costs, such as the cost of any damage to the vehicle.

When you authorise a transaction made using your ANZ Access Visa Debit card:

- you are confirming the validity of the amount of the transaction, that is, the transaction correctly represents the purchase price of the goods or services obtained, or the amount of the cash withdrawal; and
- the account holder is agreeing to pay (in Australian dollars) the amount of that transaction.

We may allow you to make withdrawals in other ways. If we do, we can set further terms and conditions for those withdrawals. If you want to make a withdrawal at an ANZ branch that is not the one your account is held at, you may need to provide satisfactory proof of your identity, and we may set a limit on the amount you can withdraw each day.

Please note: if you make a withdrawal or balance enquiry at a non-ANZ ATM within Australia, the ATM operator may charge you a fee. These transactions do not count towards the number of free transactions you may be entitled to.

## **2.7 Stopping or altering payments for direct debits and periodical payments**

ANZ V2 PLUS has specific terms and conditions relating to direct debits and periodical payments. Please see section 6 for details.

A direct debit is an automatic payment that you have authorised a person or business to collect from your ANZ account that you arrange through a merchant or other service provider by providing your account number and branch number (BSB) (not your 16 digit ANZ Access Visa Debit card number).

A periodical payment is a payment that you have instructed us to pay from your ANZ account to the account of another person or business by providing your account number and branch number (BSB) (not your 16 digit ANZ Access Visa Debit card number).

You can tell us to:

- arrange for a direct debit or a periodical payment to be stopped if you notify us before the payment is due to be made;
- change a direct debit or periodical payment (you must contact us at least two banking days before the payment is due to be made); or
- cancel a direct debit or periodical payment facility at any time by notifying us.

### **Speed is important**

You may notify us of your request to stop a direct debit or periodical payment by phoning 13 13 14 or by visiting an ANZ branch. If you phone us, we may ask you to also send us written confirmation of your instruction to stop the direct debit or periodical payment.

## **2.8 Authorisations for transactions made using an ANZ Access Visa Debit card**

If you select 'Visa Debit' or the 'CR' ('credit') button when you use your ANZ Access Visa Debit card at an EFTPOS terminal or you use the 16 digit ANZ Access Visa Debit card number to purchase or pay for goods or services, the merchant or other person involved in the transaction may obtain an authorisation for the transaction before the transaction is made. This authorisation is for the purpose of establishing that there are sufficient funds available in the account for the transaction. This authorisation may be completed for a transaction that occurs at a later time such as car

hire, accommodation and transactions at unmanned terminals (for example, unmanned petrol stations).

Once the authorisation is obtained, it will reduce the amount of available funds in the account. If the purchase or other transaction is not completed, the amount of available funds in the account may continue to be reduced for up to six ANZ business days after the authorisation is obtained.

## **2.9 Recurring transactions and other standing authorities set up using your ANZ Access Visa Debit card number**

You can, at any time, authorise another person or company (merchant) to transact on the account by providing your 16 digit ANZ Access Visa Debit card number.

To cancel such an authority, you must notify the merchant in writing at least 15 days before the next transaction is due to be processed. Please note, unlike direct debits set up using your account number and branch number (BSB), we are not able to cancel a recurring transaction on your behalf. Until you cancel the authority, the merchant is entitled to request us to debit the account and we are obliged to process any request.

If the merchant does not comply with your request to cancel the authority, you must send us a copy of your correspondence with the merchant to enable us to dispute the relevant transaction(s) on your behalf according to the procedure in clauses 2.10 and 2.11 below.

In some circumstances, if your ANZ Access Visa Debit card number changes (for example, if your account is closed or your ANZ Access Visa Debit card is lost or stolen), or your ANZ Access Visa Debit card is cancelled, and you don't provide your new ANZ Access Visa Debit card number to the merchant, we may stop processing the transactions, after giving notice to the merchant, and this may cause the merchant to stop providing the goods and services.

## **2.10 Reversing a transaction made using your ANZ Access Visa Debit card**

Where you have authorised another person or company (merchant) to transact on the account by providing your ANZ Access Visa Debit card number or used your ANZ Access Visa Debit card to make a purchase at an EFTPOS terminal by selecting 'Visa Debit' or the 'CR' ('credit') button or used your ANZ Access Visa Debit card to make

a purchase at a contactless terminal resulting in a duplicated transaction, you may be entitled to reverse (chargeback) the transaction where you have a dispute with the merchant. For example, you may be entitled to reverse a transaction where the merchant has not provided you with the goods or service you paid for.

You must notify us if you believe you are entitled to reverse a transaction. If we are satisfied after investigation that you are entitled to reverse a transaction, we will credit your account for the amount initially debited for the transaction.

### **2.11 Time limits for reversing a transaction made using your ANZ Access Visa Debit card**

You should notify us immediately of a disputed transaction made using your ANZ Access Visa Debit card.

Visa card scheme operating rules impose time limits after the expiry of which we are not able to reverse a transaction. The minimum time limit generally applicable is 75 days after the disputed transaction but some time limits are longer. In some cases where the Electronic Funds Transfer Code of Conduct applies, the time limits may not apply. If you do not notify us in time, we may be unable to investigate your claim in which case you will be liable for the transaction.

It is your responsibility to review carefully your statements of account. We are not responsible for any loss to you if you do not ask us to reverse a transaction within an applicable time limit.

### **2.12 Verified by Visa transactions**

You are not able to reverse a transaction made using your ANZ Access Visa Debit card that is authenticated using Verified by Visa unless we are liable as provided in your Electronic Banking Conditions of Use.

### **2.13 When transactions made using your ANZ Access Visa Debit card will be applied to the account**

All transactions made using your ANZ Access Visa Debit card will be processed to the account on the date they are received by us and are effective as at the date of the transaction. The date that we receive a transaction for processing may not be the date the transaction was made. We may be provided with information concerning purchases made using your ANZ Access Visa Debit card number (for example mail or on-line purchases) a number of days after the purchase was made.

We may process transactions made using your ANZ Access Visa Debit card received by us on a particular day in any order we see fit. This means that the order of processing transactions on a day may vary from the order in which transactions are made on that day or are received by us on that day.

## 2.14 Processing withdrawals and deposits

Deposits and other credits (including credits for returns of purchased goods) will not be treated as made until the date on which those deposits or other credits are applied to the account in the ordinary course of business.

Generally, any transaction at an ANZ ATM (excluding envelope deposit transactions), ANZ EFTPOS, ANZ Phone Banking, ANZ Mobile Phone Banking, ANZ Internet Banking or ANZ Internet Banking for Business will be processed to your account on the same day, provided they are made before the following times:

- 9.45pm Melbourne time Monday to Friday (excluding national public holidays) for ANZ ATMs (excluding envelope deposit transactions);
- 10pm Melbourne time Monday to Friday (excluding national public holidays) for ANZ EFTPOS transactions;
- 10pm Melbourne time Monday to Friday (excluding national public holidays) for funds transfers made through ANZ Phone Banking, ANZ Mobile Phone Banking, ANZ Internet Banking or ANZ Internet Banking for Business; and
- 6pm Sydney time on Banking Business Days when using BPAY®.

Any transaction made after these cut-off times may be processed on the following business day or Banking Business Day. A Banking Business Day is a day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

Cash deposits made via an envelope at an ANZ ATM will usually take one to three business days to be processed to your account. Cheque deposits made via an envelope at an ANZ ATM will usually take up to seven business days to be processed to your account (and will be subject to the terms and conditions applying to cheques referred to from page 12).

Withdrawals conducted via another financial institution will be processed in accordance with the cut-off time agreed between ANZ and that financial institution (or their representative), and may be different to the above.

If a periodical payment is due to be paid on a Saturday, Sunday or non business day, the payment will be made on the next business day, unless you ask us to make the payment on a different date.

If you make a deposit at another bank or financial institution, there may be a delay of several days before that amount is shown in your account.

You will have to pay a Dishonour fee if you authorise a person or business to take a direct debit from your account and we cannot make the payment to them because there is not enough money available in your account.

You will have to pay a Periodical payment non-payment fee if you have authorised a periodical payment that we cannot pay from your account because there are insufficient cleared funds available in your account.

## **2.15 Payment procedures and insufficient funds**

We can process payments requested from your account in any order that we choose.

## **2.16 Changes to fees, charges, interest rates and these terms and conditions**

The table to the right sets out how and when we will notify you about changes to your account. You agree that we can notify you about certain changes by putting an advertisement in major daily or national newspapers.

We may make the following changes.

<b>Type of change</b>	<b>Minimum notice</b>	<b>Method of notice</b>
Introduce a new fee	30 days	In writing
Increase an existing fee or charge	30 days	In writing or in a major newspaper
Change the method by which interest is calculated or the frequency with which interest is debited or credited	30 days	In writing

Type of change	Minimum notice	Method of notice
Change the interest rate	Day of the change	In writing or in a major newspaper
Change any other term or condition, or the name of interest rates, accounts or publications	Day of the change	In writing or in a major newspaper

## 2.17 Interest

You can get details of current interest rates applicable to your account:

- by phoning the Rate Inquiry Line on 1800 033 888 (free call) between 8am and 8pm, Monday to Friday (AEST);
- for ANZ V2 PLUS account holders, by phoning the ANZ V2 PLUS rate line on 1800 033 043, 24 hours a day;
- at any ANZ branch; or
- by visiting our website at [www.anz.com](http://www.anz.com)

## 2.18 Working out the interest we pay

For ANZ Online Saver accounts, ANZ Access Advantage accounts, ANZ Equity Manager accounts, ANZ Passbook Savings accounts, ANZ Progress Saver accounts, ANZ Premium Cash Management accounts, ANZ Prime Cash Management accounts and ANZ Pensioner Advantage accounts we will work out interest on the balance of your account at the end of each day. We will work out the daily interest at a rate equal to the annual rate divided by the number of days in that year (usually 365, but 366 in a leap year).

For accounts that are paid interest on last business day of the month, if you open your account on the last business day of month, you will not be paid interest on this date. The first time your account will be paid interest will be the last business day of the next month.

Some accounts have tiered rates of interest, and others have banded rates of interest.

- A tiered rate means you will earn different rates of interest depending on the balance of your account. If your account balance is above a certain level, we will pay a higher rate of interest on the whole balance

- A banded rate of interest means that different rates of interest apply to different parts of your account balance. For example, the interest we pay on the part of your balance between \$10,000 and \$20,000 may be different from the interest we pay on the first \$9,999 of the balance.

ANZ Term Deposits, ANZ Advance Notice Term Deposits and ANZ V2 PLUS have specific terms relating to interest. Please see section 6 for details.

We do not pay interest on account balances in ANZ home loan offset accounts. See section 7 of this booklet for more information on ANZ home loan offset accounts.

## **2.19 Providing credit**

The Informal Overdraft facility is a service provided by us to give customers a convenient way to meet unplanned, short-term borrowing needs. If you need to borrow for other purposes (for example, for a longer term), you should ask us about other facilities that may be better suited to your needs. Depending on your account type, credit can be provided through an agreed ANZ Equity Manager facility, or formal overdraft facility such as an ANZ Assured facility.

ANZ Access Limited has specific terms and conditions relating to overdrawing your account. Please refer to Section 6 for details.

If a debit would mean your account is overdrawn, and both the debit and the account holder satisfy our criteria for the Informal Overdraft facility, we will allow the debit to be processed using the Informal Overdraft facility on the following terms:

- interest will be charged on the Informal Overdraft at the ANZ Retail Index Rate plus a margin (refer to 'ANZ Personal Banking Account Fees and Charges' booklet for details);
- if the balance of your Informal Overdraft facility is more than \$50, an Overdrawn Fee will be charged. This fee will be charged for each ANZ Business Day that the balance of your Informal Overdraft facility is more than \$50, up to a total of ten ANZ Business Days per calendar month (refer to 'ANZ Personal Banking Account Fees and Charges' booklet for details);
- the Informal Overdraft, any interest on that amount and any Overdrawn Fees will be debited to your account; and



- you must repay each Informal Overdraft and pay any accrued interest on that amount and any Overdrawn Fees on the earlier of:
  - our demand for repayment; and
  - the day that is 30 days after the day on which the Informal Overdraft was debited to your account.

However, if your Informal Overdraft has a debit balance for more than 60 days:

- all Informal Overdrafts (and any accrued interest on those amounts and any Overdrawn Fees) become due and payable immediately; and
- the Informal Overdraft facility will not be available to you for so long as those amounts remain outstanding.

If a debit is made while the Informal Overdraft facility is not available to you that would overdraw your account, ANZ may, in its discretion, allow the debit on the following terms:

- interest will be charged on the overdrawn amount at the ANZ Retail Index Rate plus a margin (refer to 'ANZ Personal Banking Account Fees and Charges' booklet for details);
- the overdrawn amount and any interest on that amount will be debited to your account; and
- you must repay the overdrawn amount and pay any accrued interest on that amount within one day of the overdrawn amount being debited to your account.

Any withdrawal, transfer or payment from your account will be made firstly from any positive (Cr) balance, secondly from any available credit in any line of credit you have with us (such as a Personal Overdraft facility or an ANZ Assured facility) that is linked to your account, and thirdly from any amount made available via the Informal Overdraft facility.

This Informal Overdraft facility is not available if your account is an Equity Manager account with a credit limit. However, another facility may be available to you – please refer to the 'Consumer Lending Terms and Conditions' for details.

Other than Informal Overdrafts, we do not agree to provide any credit in respect of your account without prior written agreement.

If you want to avoid using the Informal Overdraft facility, you should ask us about:

- other products which might better suit your needs;

or

- other ways in which you can monitor the balance of your account.

You should tell us as soon as possible if you are in financial difficulty.

In these terms and conditions:

**'ANZ Business Day'** – means any day from Monday to Friday on which ANZ is open for business in at least one of its branch locations in Australia.

**'Informal Overdraft'** – means an amount advanced to you under the Informal Overdraft facility.

**'Informal Overdraft facility'** – means the informal short-term credit facility we provide to you when a debit to your account would mean your account is temporarily overdrawn and you and the debit satisfy our criteria for the facility.

Note: Selecting 'Visa Debit' or the 'CR' ('credit') button at ATMs or EFTPOS terminals when using your ANZ Access Visa Debit card to make withdrawals or purchases gives you access to the funds available in your account and does not provide you with any credit in respect of the account.

ANZ Access Limited has specific terms and conditions relating to overdrafts. See section 6 for details. ANZ Equity Manager has specific terms and conditions relating to overdrafts. See section 7.2(a) for details.

## 2.20 Statements

For ANZ V2 PLUS and ANZ Online Saver accounts there are specific terms and conditions relating to statements. Please see section 6 for details.

We will provide you with a statement for your account at least once every six months (except for ANZ Term Deposits and ANZ Advance Notice Term Deposits), and more often if either you ask or we require, unless you have been issued with an ANZ Access Visa Debit card to access your account, in which case we will issue statements for your account at least once every two months. We will only issue statements for ANZ Prime Cash Management Accounts every three months.

You must carefully check your statements. If you think there are mistakes or unauthorised or disputed

withdrawals or payments shown on your statement, contact us as soon as possible. Details of our dispute resolution procedures are set out in section 2.24.

## 2.21 Privacy and confidentiality

ANZ will collect and use information about you during the course of your relationship with ANZ. We explain below when and how ANZ may collect, use and disclose this information.

It is important that the information ANZ holds about you is up to date. You must let ANZ know when information you have provided ANZ has changed.

### Collection, use and disclosure of information

ANZ may use and disclose the information we collect about you for the following purposes:

- to assist in providing information about a product or service;
- to consider your request for a product or service;
- to enable ANZ to provide a product or service;
- to tell you about other products or services that may be of interest to you;
- to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion or provision of a product or service;
- to manage accounts and perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, collecting debts and market or customer satisfaction research);
- to consider any concerns or complaints you raise against ANZ and/or to manage any legal action involving ANZ;
- to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);
- to identify you or establish your tax status under any Australian or foreign legislation, regulation or treaty or pursuant to an agreement with any tax authority; and
- as required by relevant laws, regulations, codes of practice and external payment systems.

## **Absence of relevant information**

If you do not provide some or all of the information requested, ANZ may be unable to provide you with a product or service.

## **Information required by law etc.**

ANZ may be required by relevant laws to collect certain information from you. Details of laws that require us to collect information about individuals (personal information) and why these laws require us to collect personal information are contained in ANZ's Privacy Policy and at [www.anz.com/privacy](http://www.anz.com/privacy).

## **Providing your information to others**

ANZ may provide your information to:

- any related entity of ANZ which may use the information to: carry out ANZ's functions and activities; promote its own products and services; assess your application for one of its products or services; manage your product or service; perform administrative and operational tasks (including debt recovery); or comply with regulatory requirements and prudential standards;
- an organisation that is in an arrangement with ANZ to jointly offer products and/or has an alliance with ANZ to share information for marketing purposes (and any of its outsourced service providers or agents), to enable them or ANZ to: provide you with products or services; and/or promote a product or service;
- any agent, contractor or service provider ANZ engages to carry out or assist its functions and activities (for example, mailing houses or debt collection agencies);
- an organisation that assists ANZ to identify, prevent or investigate fraud, unlawful activity or misconduct;
- regulatory bodies, government agencies, law enforcement bodies and courts;
- other parties ANZ is authorised or required by law or court/tribunal order to disclose information to;
- participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
- other credit providers;

- mortgage insurers and any reinsurer of any such mortgage insurer;
- your guarantors (and intending guarantors) and any person who has provided security for your loan;
- any person who introduces you to ANZ;
- your referee(s);
- your employer;
- your joint borrower(s) or account holder(s); and
- your adviser; your authorised agents; your executor, administrator or trustee in bankruptcy; your legal representative; your attorney; or anyone acting for you in connection with your account.

If you do not want us to tell you about products or services, phone 13 13 14 to withdraw your consent.

ANZ may disclose information to recipients (including service providers and ANZ's related entities) which are (1) located outside Australia and/or (2) not established in or do not carry on business in Australia. You can find details about the location of these recipients in ANZ's Privacy Policy and at [www.anz.com/privacy](http://www.anz.com/privacy).

### **Credit Reporting**

ANZ may also disclose personal information, including information about your other credit liabilities, repayments and defaults, to credit reporting bodies. We may also collect this information from credit reporting bodies. Information about credit reporting, including the name and contact details of these credit reporting bodies, when ANZ may disclose your personal information to them to include in a report about your credit worthiness, and how you can request credit reporting bodies not use your information in certain circumstances, is available at [www.anz.com/privacy](http://www.anz.com/privacy).

If you would like a hard copy of this information, please call 13 13 14 or visit any ANZ branch for a copy of ANZ's Privacy Policy.

### **ANZ Privacy Policy**

ANZ's Privacy Policy ([www.anz.com/privacy](http://www.anz.com/privacy)) contains information about:

- the circumstances in which ANZ may collect personal information from other sources (including from a third party);

- how to access personal information and seek correction of personal information; and
- how you can raise concerns that ANZ has breached the Privacy Act or an applicable code and how ANZ will deal with those matters.

### **Collecting sensitive information**

ANZ will not collect sensitive information about you, such as information about your health, without your consent.

### **Personal information you provide about someone else**

If you give ANZ personal information about someone else, please show them a copy of this clause so that they may understand the manner in which their personal information may be used or disclosed by ANZ in connection with your dealings with ANZ.

### **2.22 Inactive accounts**

If you fall behind with your ANZ Access account, or you do not use the account for more than six months, we can treat the account without concessions, exemptions or waivers.

If you have not used your account for three years and your account balance is greater than \$0 and less than \$500, we can close your account without giving you notice. If you do not operate your account for three years and your account balance at the time is \$500 or more, ANZ may be required by law to send your money to the Government as unclaimed money. While you can reclaim your money at any time, ANZ suggests you operate your account regularly to avoid this inconvenience.

### **2.23 Disruption to service**

When planning transactions you should bear in mind that a banking service may sometimes be disrupted because a service is temporarily unavailable, or a system or equipment is not working in a normal or satisfactory way. We will correct any incorrect or failed transaction resulting from a disruption and will adjust any fees or charges accordingly.

To the maximum extent permitted by law, we will not be liable for any loss or damage, including consequential loss or damage, suffered because of a disruption. This disclaimer of liability does not apply to electronic banking transactions – see section 8 on electronic banking.

This clause restricting our liability does not restrict any other part of these terms and conditions which limits our liability.

## 2.24 Making a complaint

If you have a complaint about any of our products or services, ANZ has established complaint resolution procedures set out below:

### Step 1 Contact Us

Your first point of contact for raising concerns or providing feedback is our staff at your local ANZ Branch, Business Centre or our Call Centre. They will do their best to help resolve any issues you may have.

- Use Locate Us on [anz.com](http://anz.com) to find your nearest Branch or Business Centre
- Call our Call Centre on 13 13 14.

### Step 2 Complaint Resolution Centre

If you are unhappy with the response you have received or you would like to escalate the matter, you can contact our Complaint Resolution Centre. Our specialists will work closely with you to address your concern quickly and amicably. We will update you regularly until the matter is resolved.

Contact details

Call our Complaint Resolution Centre toll free on: 1800 805 154 (8am - 7pm AEST/AEDT weekdays, excluding national public holidays)

Lodge online via: [anz.com](http://anz.com)

Mail: ANZ Complaint Resolution Centre

Locked Bag 4050

South Melbourne VIC 3205;

Email: [yourfeedback@anz.com](mailto:yourfeedback@anz.com)

### Step 3 ANZ's Customer Advocate

If you are not satisfied with the resolution offered by our Complaint Resolution Centre, you can have your complaint reviewed by ANZ's Customer Advocate who provides a free and impartial review to reach a resolution that is fair to you and to ANZ.

Contact details

ANZ Customer Advocate

Mail: 6A/833 Collins St

Docklands VIC 3008

Call our Customer Advocate on:

+61 3 8654 1000

Email: [customeradvocate@anz.com](mailto:customeradvocate@anz.com)

## **Further help options**

### **Financial Services dispute resolution schemes**

If you are not satisfied with the outcome of your complaint, you can contact the Financial Ombudsman Service (FOS) within 2 years of our final response.

Please note that before FOS can investigate your complaint, they generally require you to have first provided ANZ with the opportunity to address the complaint.

### **Financial Ombudsman Service Ltd (FOS)**

GPO Box 3  
Melbourne  
Victoria  
3001

Phone: 1300 780 808  
Fax: +61 3 9613 6399  
Website: [www.fos.org.au](http://www.fos.org.au)  
Email: [info@fos.org.au](mailto:info@fos.org.au)

## **2.25 Indemnity**

Each account holder and person authorised by an account holder, discharges and indemnifies us from and against all actions, proceedings, accounts, claims, demands, losses and damages arising from or in any way relating to us in good faith:

- acting on instructions received by mail or electronic means (whether by facsimile, telephone, internet, ATM or EFTPOS) which are, or are purported to be, given or signed by the account holder, the adviser, an authorised representative or an authorised third party signatory or, in the case of joint account holders, by any of them; and
- releasing information about you or the account to anyone who is, or appears to be, authorised to receive that information (including any authorised representative or third party signatory appointed by the account holder).

## **2.26 Anti-money laundering and sanctions**

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

- may break any law or regulation in Australia or any other country;



- involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country; or
- may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

You must give us all the information we reasonably need to manage anti-money laundering, or counter-terrorism financing and economic and trade sanctions risk or to comply with any law in Australia or any other country.

You agree that we may give any information about you to:

- any law enforcement, regulatory agency or court if we must do this under any law or regulation in Australia or elsewhere; and
- any correspondent (or agent) bank we use to make the payment for the purpose of compliance with any law or regulation.

Unless you have told us that you are a trustee of the account or are acting on behalf of someone else, you warrant that you are acting on your own behalf in entering into this agreement.

You declare and undertake to us that the processing of any transaction by us in accordance with your instructions will not breach any law or regulation in Australia or any other country.

## **2.27 No dealing in account**

Your rights in respect of your account are personal to you, and despite anything in these terms and conditions, a purported dealing by you in relation to those rights (including by way of assignment, transfer, mortgage, charge, security interest, declaration of trust or otherwise) will not be effective to give anybody other than you any right or interest in your account as against us.

## Section 3

# Electronic banking

### 3.1 Electronic banking

Please also see section 8 if you conduct electronic transactions on your account.

Electronic banking is not available with all ANZ accounts. For ANZ V2 PLUS, this section applies to ANZ V2 PLUS with direct banking facilities only. For more information, ask at any ANZ branch or phone us on 13 13 14 or, for ANZ V2 PLUS, phone the ANZ V2 PLUS Service Centre on 13 28 33 (8am to 8pm Melbourne time, Monday to Friday).

### 3.2 EFTPOS

EFTPOS stands for Electronic Funds Transfer at Point of Sale.

This facility allows you to pay for goods and services with a card linked to your account. Depending on the retailer, you may also be able to use the card to withdraw cash using the EFTPOS terminal.

### 3.3 Maestro and Cirrus

Maestro® and Cirrus® are international EFTPOS and ATM networks that allow you to access available funds in ANZ accounts by using your ANZ Access card (excluding ANZ Access Visa Debit) or linked ANZ MasterCard while overseas.

When you use your ANZ MasterCard card, you can usually choose (in Australia) to withdraw funds from either your linked savings or cheque account.

If you have both a savings account and a cheque account linked to your card, when you press 'debit', the ATM will automatically make the withdrawal from your linked savings account.

Some ATMs do not give you the option of choosing an account. In this case, the ATM will automatically take the withdrawal from your ANZ MasterCard credit card account as a cash advance. For these withdrawals credit card fees and charges for cash advances will apply on top of the usual fees and charges for using Maestro or Cirrus.

You cannot use your ANZ Access card or ANZ MasterCard card at Cirrus ATMs overseas to pay money into your account or transfer funds between linked accounts.

### 3.4 Fees and charges – Maestro and Cirrus

Transaction fees, overseas transaction fees, overseas ATM transaction fees and non-ANZ ATM operator fees apply for the use of Cirrus ATMs and Maestro EFTPOS overseas. If the amount of the transaction is more than your available balance (including any approved overdraft limit) and we do not agree to provide the amount under the Informal Overdraft facility (refer to Clause 2.19 for details of the Informal Overdraft facility) or in the case ANZ V2 PLUS, the transaction would reduce your balance to an amount less than \$5,000, the transaction may be rejected and no fees will be charged.

### 3.5 Surcharges – Maestro and Cirrus

You may have to pay a surcharge for making a withdrawal from some ATMs overseas. Surcharges will not appear as a separate item on your account statement. They will be included in the total amount of the withdrawal.

### 3.6 Exchange rates and conversion – Maestro and Cirrus

All charges, purchases and cash advances will be processed through MasterCard International Incorporated using the conversion rate set in accordance with its rules as at the date those transactions are processed by MasterCard International Incorporated.

This means that:

- Transactions in United States dollars will be converted into Australian dollars
- Transactions in other currencies will first be converted into United States dollars and then converted to Australian dollars.

In most cases, the conversion rate applied to a refund of a transaction will be different to the conversion rate used for the original transaction.

### 3.7 PLUS

PLUS is an international ATM network that allows you to access available funds in your accounts by using your ANZ Access Visa Debit card or other linked ANZ Visa card while overseas.

When you use your ANZ Visa card (in Australia) you can usually choose to withdraw money from either your linked savings or cheque account.

If you have both a savings account and a cheque account linked to your card, when you press 'debit' the ATM will automatically make the withdrawal from your linked savings account. If you have an ANZ Access Visa Debit card, pressing 'credit' will also select your linked savings account.

Some ATMs do not give you the option of choosing your account. In this case, when using an ANZ Access Visa Debit card the ATM will automatically select 'credit' and make the withdrawal from your linked savings account. This transaction will debit your nominated ANZ Access Visa Debit account. When using any other ANZ Visa credit card the ATM will automatically select 'credit' and this will be treated as a cash advance from your ANZ Visa credit card account. For these withdrawals, credit card fees and charges for cash advances will apply on top of the usual fees and charges for using PLUS.

You cannot use your ANZ Visa card at PLUS ATMs overseas to pay money into your account or transfer funds between linked accounts.

### **3.8 Fees and charges – PLUS**

Transaction fees, overseas transaction fees, overseas ATM transaction fees and non-ANZ ATM operator fees apply for the use of PLUS ATMs overseas. If the amount of the transaction is more than your available balance (including any approved overdraft or credit limit) and we do not agree to provide the amount under the Informal Overdraft facility (refer to Clause 2.19 for details of the Informal Overdraft facility) or in the case ANZ V2 PLUS, the transaction would reduce your balance to an amount less than \$5,000, the transaction may be rejected and no fees will be charged.

### **3.9 Surcharges – PLUS**

You may have to pay a surcharge for making a withdrawal from some ATMs overseas. Surcharges will not appear as a separate item on your account statement. They will be included in the total amount of the withdrawal.

### **3.10 Exchange rates and conversion – PLUS**

All transactions will be converted into Australian Dollars by Visa International in accordance with its rules. Transactions will either be converted directly to Australian dollars or will first be converted from the currency in which the transaction was made to United States dollars and then converted to Australian dollars. The conversion rate used is a wholesale market rate selected by Visa International from a range of

wholesale rates one day before VISA processes the transaction. In most cases, the conversion rate used for a refund of a transaction will be different to the conversion rate used for the original transaction.

### 3.11 Daily withdrawal limit

Unless you have made special arrangements with us for a different limit, your combined ATM, EFTPOS, Maestro, Cirrus and PLUS daily\* withdrawal limit is AUD\$1,000 per ANZ card. This means you can use your ANZ card to withdraw a total of AUD\$1,000 a day from the accounts linked to the card through ATMs and EFTPOS facilities, as long as the funds are available in your accounts. In the event of a system failure, the daily withdrawal limit is AUD\$200.

The daily withdrawal limit is applicable when using your ANZ Access Visa Debit card if you select the 'eftpos SAV', 'SAV' ('savings') or 'eftpos CHQ', 'CHQ' ('cheque') button at an ATM or at an EFTPOS terminal.

The daily withdrawal limit is applicable when using your ANZ Access Visa Debit card if you select the 'CR' ('credit') button at an ATM.

The daily withdrawal limit is applicable when using your ANZ Access Visa Debit card to withdraw cash if you select 'Visa Debit' or the 'CR' ('credit') button at an EFTPOS terminal.

Purchases made using your ANZ Access Visa Debit card will not count towards your daily withdrawal limit if you select the 'Visa Debit' or 'CR' ('credit') button at an EFTPOS terminal.

Contactless transactions made using your ANZ Access Visa Debit card will not count towards your daily withdrawal limit.

Please note, selecting 'Visa Debit' or the 'CR' ('credit') button at an EFTPOS terminal does not provide you with any credit in respect of the account to which your ANZ Access Visa Debit card is linked. Such withdrawals are limited only to the amount of funds available in your account.

\* A day begins at 12.00.01am (Melbourne time) and ends at 12.00.00am (Melbourne time) on the same day. If you are not in the same time zone as Melbourne, please check [www.australia.gov.au](http://www.australia.gov.au).

### 3.12 Keeping your ANZ Access Visa Debit card and PIN secure

The security of your ANZ Access Visa Debit card is very important. If you fail to observe the following security requirements you may increase the account holder's liability for any unauthorised use of the ANZ Access Visa Debit card.

In relation to your ANZ Access Visa Debit card, you must:

- sign the back of your card immediately upon receipt;
- on the expiry date destroy your card by cutting it (including any chip on the card) diagonally in half;
- not let anyone else use your card;
- take reasonable steps to protect your card from loss or theft; and
- notify us immediately if you become aware that your card has been lost or stolen, or your card or account details (for example, the number and expiry date of your ANZ Access Visa Debit card) have been used by someone else without your authority.

The Electronic Banking Conditions of Use in Section 8 set out additional security requirements in relation to electronic access processes, including your ANZ Access Visa Debit card and PIN.

### **3.13 What happens if your ANZ Access Visa Debit card is lost or stolen?**

The best way to notify us is to phone us on the numbers listed at the back of this booklet.

Alternatively, or if our telephone reporting service is unavailable, you should report the loss or theft to any ANZ branch or, if overseas, to any bank displaying the Visa card symbol. When a telephone report is made, we will give you a notification number or some other form of acknowledgement. You should retain this as evidence of the time and date of your report.

If you report that an ANZ Access Visa Debit card has been lost or stolen, or the account details have been used by someone else without your authority, the ANZ Access Visa Debit card will be cancelled as soon as the report is made. This means that you must not use the card once the report is made. For example, if you report your ANZ Access Visa Debit card has been lost or stolen and you find it after making the report, you must not use the card. You must destroy the card by cutting it (including any chip on the card) diagonally in half and return it to an ANZ branch as soon as possible.

We may issue you with a new ANZ Access Visa Debit card.

These terms and conditions will apply to your replacement ANZ Access Visa Debit card.

The account holder may be liable for transactions for which you did not give authority (including mail and telephone order transactions and internet

transactions) if they occur before the report relating to your ANZ Access Visa Debit card is received by us, but liability will not exceed \$150. However, if you have contributed to the loss by unreasonably delaying reporting to us the loss or theft of your card or the unauthorised use of the account details, the account holder may be liable for transactions for which you did not give authority (including mail and telephone order transactions and internet transactions) incurred before the report is received by us.

This liability does not apply to transactions involving the use of an electronic access process, including your card and PIN. You should read the Electronic Banking Conditions of Use in Section 8 to understand your liability in the event of unauthorised use of an electronic access process, including your card and PIN.

### **3.14 Lost and stolen card and PIN – within Australia**

If your card or PIN is lost or stolen, or if someone else has found out your PIN, you must tell us as soon as possible. The best way to minimise your liability is to phone us. Emergency phone numbers are listed at the back of this booklet.

If you replace your card for an ANZ deposit account that your ANZ Online Saver account is linked to, you will need to phone 13 13 14 to have your ANZ Online Saver account linked to your new card.

### **3.15 Lost and stolen card and PIN – while overseas**

If your card or PIN is lost or stolen, or if someone else has found out your PIN, you must tell us as soon as possible. The best way to minimise your liability is to phone us. Emergency phone numbers are listed at the back of this booklet.

- ANZ Access card (ATM/EFTPOS card) – we cannot provide an emergency replacement card and PIN until you return to Australia
- ANZ MasterCard and ANZ Visa cards (including ANZ Access Visa Debit card) we can provide an emergency replacement card while you are overseas. However, you will not be able to use it at EFTPOS terminals or ATMs until you have returned to Australia and chosen a new PIN for the card. You may still be able to make purchases and get cash advances (from your ANZ credit card account) or withdraw cash (if you have an ANZ Access Visa Debit card) over the counter at a financial institution where the MasterCard or Visa logos are displayed.

## Section 4

### Other things you need to know

#### 4.1 Change of name and address

The ANZ Prime Cash Management Account has specific terms and conditions relating to notifying us about any change of name or address. Please see section 6 for details.

You should immediately tell us about any changes to your account details, including your name, bank account or address. We will not be responsible for any mistakes or losses associated with a change of details if we had not been told about the change.

#### 4.2 Our right to combine accounts and block access

We reserve the right to block access to your account. We can combine the balances of two or more of your accounts, without giving you notice, even if the accounts are at different branches or in joint names. We may do this if one of your accounts is overdrawn or is in debit and another is in credit. We can then use the balance of the account that is in credit to repay the overdrawn amount in the other account. If we combine any of your accounts we will tell you about this as quickly as possible. We do not need to notify you in advance. You should not treat your accounts as combined unless we have agreed to such an arrangement.

#### 4.3 Closing your ANZ account

The ANZ Prime Cash Management Account and ANZ Online Saver have specific terms and conditions relating to closing accounts. Please see section 6 for details.

You or any other person authorised to close your account can close it at any time at an ANZ branch.

If your account is in credit when you close it, we will pay you the balance including any interest less any fees and charges that apply. Monthly fees will apply even if the account has been open for only part of a calendar month. If any amounts you have paid in have not cleared at the time you close the account, we will not release those amounts until they have cleared.

If your account is in debit, the balance plus any interest, fees and charges that apply at the time will be payable by you to us.

When you close the account you must return any unused passbooks, cheque books or electronic cards which operate the account. When you close your nominated account, any linked ANZ Access Visa Debit cards will



be cancelled. An account with cheque access may only be closed once all outstanding cheques have been presented. We reserve the right to return any cheques we have been asked to pay after the account has been closed.

### **When you have not used your account for more than three months**

If your account has nothing in it or is overdrawn, and you have not made any payments into or out of it for more than three months, we may close your account without giving you any notice.

### **Other times when we may close your account**

We may close your account if we think that you have not used it appropriately or for any other reason we consider appropriate. If we intend to close your account under this condition, we will send written notice to the address shown on our records along with a cheque for the balance of the account (if it is in credit).

### **ANZ Access Visa Debit and closing your account**

If you hold an ANZ Access Visa Debit card and either you or we close your nominated account, the ANZ Access Visa Debit card will be cancelled prior to the nominated account being closed. In this case you may no longer be able to:

- use your ANZ Access Visa Debit card number as your CRN to access ANZ Phone Banking or ANZ Internet Banking;
- access the nominated account or any other linked accounts with your ANZ Access Visa Debit card.

To make alternative arrangements for your other ANZ accounts, please call 13 13 14.

### **ANZ Access Visa Debit and blocking your account**

If you hold an ANZ Access Visa Debit card and we block access to your nominated account, we may cancel the ANZ Access Visa Debit card. In this case you may no longer be able to:

- use your ANZ Access Visa Debit card number as your CRN to access ANZ Phone Banking or ANZ Internet Banking;
- access the nominated account or any other linked accounts with your ANZ Access Visa Debit card.

To make alternative arrangements for your other ANZ accounts, please call 13 13 14.

## **Cancellation of an ANZ Access Visa Debit card**

ANZ Access Visa Debit cards remain our property at all times. A card holder may cancel their ANZ Access Visa Debit card at any time by notifying us.

When we cancel an ANZ Access Visa Debit card, or receive instructions to cancel an ANZ Access Visa Debit card, the card must not be used and must be returned to us cut diagonally in half (including any chip on the card).

The account holder:

- is responsible for the use of any ANZ Access Visa Debit card(s) and of the account until all cards are returned to us cut diagonally in half (including any chip on the card) or until the account holder has taken all steps to return the card(s) to us;
- is responsible for any transactions debited to the account in accordance with any recurring transaction request or other standing authority or any other authorised link to the account from an ANZ credit card, an ANZ Access card or ANZ Internet Banking, ANZ Phone Banking and ANZ Mobile Banking until the request or authority is cancelled in accordance with these terms and conditions; and
- any recurring transaction request or standing authority given by you to other parties such as monthly debits for life insurance must be cancelled directly by you with the other party. You should provide new payment details to the party if you want to continue to make payment this way.

## **4.4 Personal advice on Savings and Transactions Products**

The adviser who gives you this advice receives a salary from us. They may also be eligible to receive a reward based on their sales. This reward will not be more than \$6,000 a month.

ANZ branch staff are also eligible to receive a reward if their particular branch reaches a set target. This reward will never be more than \$12,000 every six months for each member of staff.

Each month, the adviser may also be eligible to receive other benefits, such as movie tickets and gift vouchers, for meeting targets. The value of these benefits will not be more \$2,000 a month for each target.

#### **4.5 Phone calls**

We may monitor and/or record phone calls for quality, verification, security and training purposes.

#### **4.6 ANZ Access Visa Debit card reissue and replacement**

At any time, we may issue a new ANZ Access Visa Debit card to you, provided the account holder has not previously requested us to revoke this authority. If your ANZ Access Visa Debit card becomes faulty or damaged, you may order a replacement ANZ Access Visa Debit card at any ANZ branch or by phoning the numbers listed at the back of this booklet. All such ANZ Access Visa Debit cards are issued subject to these terms and conditions. We reserve the right not to reissue an ANZ Access Visa Debit card to you.

#### **4.7 Chip**

If your ANZ Access Visa Debit card contains a chip, you must ensure that it is protected at all times from misuse (including tampering), damage, destruction or any form of unauthorised use. Only you can use the chip for any of the available services. Your ANZ Access Visa Debit card may be subject to forfeiture if the chip is used by anyone other than you.

#### **4.8 Financial Claims Scheme**

You may be entitled to payment under the Federal Government's Financial Claims Scheme. Payments under the Financial Claims Scheme are subject to a limit for each depositor. Information about the Financial Claims Scheme can be obtained from the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 55 88 49.

## Section 5

# Bank fees and charges

All ANZ accounts have specific account related fees and charges. Other general fees and charges may also apply to your account for other services or account activity. On some accounts we offer fee-free everyday banking under certain conditions. We may also decide not to charge fees under certain conditions.

If we fail to collect a fee we are entitled to, this does not remove our right to collect the fee for the same transactions in the future.

For more information, including information about:

- specific account fees and charges (including the types of transaction you can make, the number of free transactions each month and specific fees);
- when we would not charge a fee; and
- criteria for reduced fees;

see the 'ANZ Personal Banking Account Fees and Charges' and the 'ANZ Personal Banking General Fees and Charges' booklets.

You can get these booklets from any ANZ branch or online at [www.anz.com](http://www.anz.com)

## Section 6

# Specific terms and conditions for personal banking accounts

### 6.1 ANZ Access Advantage account

#### Account opening

You may only open an ANZ Access Advantage account if you are an individual and you use your account wholly and exclusively for your private or domestic use.

#### Interest

The interest rate is tiered. We will add interest to your account every three months from the date you opened the account, or any other date we choose.

### 6.2 ANZ Access Select account (Account not available to new customers from 30 November 2013)

#### Account opening

You may only open an ANZ Access Select account if you are an individual and you use your account wholly and exclusively for your private or domestic use.

#### Interest

We do not pay interest on this account.

### 6.3 ANZ Access Basic account

#### Eligibility

You are eligible for an ANZ Access Basic account if the following apply.

- You hold one of the following cards:
  - Seniors Concession card
  - Pensioner Concession card
  - Centrelink Health Care card
  - Repatriation Health card (Department of Veterans' Affairs).
- You have a regular income (which could be a salary, benefits, pensions and so on) paid direct to the account
- You provide us with your Centrelink or Veterans' Affairs number
- You allow us to get confirmation from the relevant Commonwealth agency (such as Centrelink or Veterans' Affairs) that you hold one of the cards listed above.

If you stop meeting these conditions, you will no longer be eligible for an ANZ Access Basic account.

If we think that you are no longer eligible, we will write to you and give you at least 30 days to prove to us that you are still eligible. If, within that 30 day period, you cannot show that you are still eligible, we will treat your ANZ Access Basic account as an ANZ Access Advantage account.

You cannot have more than one ANZ Access Basic account.

### **Interest**

We do not pay interest on this account.

## **6.4 ANZ Access Limited account (Account not available to new customers from 30 November 2013)**

### **Account opening**

You may only open an ANZ Access Limited account if you are an individual and you use your account wholly and exclusively for your private or domestic use.

### **Interest**

We do not pay interest on this account.

### **Payment facilities not available**

Cheque books and overdraft facilities are not available with an ANZ Access Limited account.

### **Going overdrawn**

As part of your ANZ Access Limited account, transactions that overdraw your account will be declined where possible.

However, in certain limited circumstances, your ANZ Access Limited account may overdraw (for example if a purchase is manually debited to your account if EFTPOS is not available).

You will not be charged an Overdrawn fee in relation to a transaction that overdraws your ANZ Access Limited account or a Dishonour fee for a declined transaction.

If your account becomes overdrawn, then interest will be charged on the overdrawn amount at the ANZ Retail Index Rate plus a margin (Refer to 'ANZ Personal Banking Account Fees and Charges' booklet for details). The overdrawn amount and any interest on that amount will be debited to your account.

You must repay the overdrawn amount and pay any accrued interest on that amount in accordance with section 2.19.

## **6.5 ANZ Extras Package (Account not available to new customers from 30 November 2013)**

### **Account opening**

You may only open an ANZ Extras Package account if you are an individual and you use your account wholly and exclusively for your private or domestic use.

### **Interest**

We do not pay interest on this account.

### **Benefit Terms and Conditions**

Please note that separate terms and conditions govern the benefits provided with the ANZ Extras Package. Please refer to the 'ANZ Extras Package Benefit Terms and Conditions' booklet to find out more about the benefits provided with the ANZ Extras Package.

## **6.6 ANZ Pensioner Advantage account**

### **Special features**

An ANZ Pensioner Advantage account is only available to customers who receive a Centrelink or Australian Veterans' Affairs pension or allowance (following an assessment of their financial investments for entitlement to the pension or allowance).

We take account of the following pensions or allowances from Centrelink or the Australian Department of Veterans' Affairs:

- Age pension.
- Disability Support pension
- Widow's pension/allowance
- Wife's pension
- Carer's pension
- Sole Parent's pension
- Service pension
- Incentive allowance
- New Start allowance (including Mature Age allowance and Mature Partner allowance)

- Sickness allowance
- Special Benefit allowance
- Partner allowance
- Parenting allowance.

You must have your pension or allowance paid into your ANZ Pensioner Advantage account.

If the ANZ Pensioner Advantage account is in joint names, both account holders must receive a qualifying pension or allowance from Centrelink or the Australian Department of Veterans' Affairs. You are limited to one ANZ Pensioner Advantage account, and both joint account holders must have their pension or allowance paid into this account.

If you stop receiving the pension or allowance, you must tell us immediately. In this case you will no longer be eligible for an ANZ Pensioner Advantage account.

If we think that you are no longer eligible for the account, or if any account holder's pension or allowance is not paid into the ANZ Pensioner Advantage account, we will write to you and give you at least 30 days to prove to us that you are still eligible. If, within that 30 day period, you cannot show that you are still eligible, we can refuse to pay any interest earned on your account in that period or treat your ANZ Pensioner Advantage account as an ANZ Access Advantage account.

## **Interest**

The interest rate is banded. We will add interest to your account every three months from the date you opened the account or any other date we choose.

## **6.7 ANZ Progress Saver account**

### **Account opening**

You may only open an ANZ Progress Saver account if you are an individual and you use your account wholly and exclusively for your private or domestic use.

You must always have at least \$10 in the account.

### **Savings plan**

When you open the account you can state what you are saving for (savings description) and the amount you want to save (savings target). We will use the information that you give to us to develop a savings plan.

We will make every reasonable effort to make sure the savings plan is accurate. It will be based on the



information you give us and will assume you make all payments into the account on time, that no bank fees are incurred and interest rates do not change.

You can withdraw all or part of your funds before or after you reach your savings target.

### **Using the account**

You make payments to and from the account with an ANZ Access card or other ANZ card linked to an ANZ account. You can choose to have full or partial access to your account through an ATM.

If you choose partial access, you cannot make withdrawals at an ATM. In this case you can only use an ATM to make deposits, make balance enquiries and transfer funds into your ANZ Progress Saver account from other linked ANZ accounts. You do not get a cheque book with an ANZ Progress Saver account.

### **Interest**

This account pays 'base' interest and, subject to eligibility, bonus interest.

We will pay the base interest and, if applicable, the bonus interest calculated in respect of each calendar month into your account on the last business day of that month. Interest is calculated on a daily basis based on the balance of your account as at the end of the relevant day.

The base interest rate is tiered.

Bonus interest will only be paid in respect of a particular calendar month where both of the following eligibility criteria are met:

- You have made at least one deposit of the set minimum amount (currently \$10) or more that has been processed to your account on or before the last business day of that month, and after the last business day of the previous month.
- No withdrawals, fees or charges have been processed to your account on or before the last business day of that month, and after the last business day of the previous month.

A deposit, withdrawal, fee or charge that is processed to your account after the last business day of that month will be taken into account in determining your eligibility for bonus interest in respect of the next calendar month.

Interest in respect of a particular calendar month will generally be calculated on the basis of the period up to but not including the last business day of that month, from and including the last business day of the previous month.

So, while a deposit on the last business day of a particular month will be taken into account in determining your eligibility for bonus interest in respect of that month, the deposit will not form part of any balance on which base or bonus interest is paid in respect of that month.

The method of calculating interest set out above means that, if your account is opened on the last business day of a particular calendar month, the first monthly interest payment for your account will be the last business day of the next calendar month.

That first interest payment will comprise interest calculated from and including the day your account was opened, up to but not including the date of payment. In those circumstances, any deposits, withdrawals, fees or charges processed to your account on the day it is opened are not taken into account in determining your eligibility for bonus interest in respect of your first monthly interest payment.

When you close your account, this will count as a withdrawal and you will not be eligible to receive bonus interest for the relevant month.

If you wish to meet the minimum monthly deposit requirement by way of a periodical payment or recurring transaction, we recommend you set up the deposit to occur at least a week before the last business day of each calendar month.

### **Reaching your savings target**

When you reach your savings target, you can start a new savings plan or simply withdraw your money and close the account.

### **Changing or setting up a new savings plan**

To change your savings plan or to start a new one when your old one ends, visit an ANZ branch or call 13 13 14.

If you make a withdrawal when your savings plan ends, or when you change a savings plan, you will not be eligible to receive bonus interest for the relevant month.

## Statements

We will send you a statement every six months. You can ask us if you would like to receive statements more frequently.

If you ask for an interim statement, that statement will not include the savings target graph.

You can also get information on your ANZ Progress Saver account balance and transactions through ANZ Internet Banking, ANZ Phone Banking and ANZ Mobile Banking.

## 6.8 ANZ Premium Cash Management Account

### Opening deposit and ongoing minimum balance requirements

You need to pay in at least \$10,000 to open the account.

You must keep at least \$1,000 in your ANZ Premium Cash Management Account. If the balance falls below \$1,000, we may require that the account be closed.

### Interest

The interest rate is tiered. We work out the interest every day and pay interest into your account every month on the last business day of the calendar month.

## 6.9 ANZ Prime Cash Management Account

The ANZ Prime Cash Management Account is designed to operate as an investment option offered through various superannuation master funds. If you are a retail investor, please contact your superannuation fund to see whether the ANZ Prime Cash Management Account is offered as an investment option as you cannot apply for this product through us yourself. Only the trustee of a master fund can apply for this product through us.

Your ANZ Prime Cash Management Account must be managed through the arrangement you have with the trustee of your fund.

### Account opening

The ANZ Prime Cash Management Account is opened through your superannuation fund.

For details on opening an account, contact the trustee of your superannuation fund.

### Operating the account

The trustee of your superannuation fund will be the legal owner of the ANZ Prime Cash Management

Account, and you will be appointed as the 'beneficiary' of the account (that is, the person entitled to the funds). So the trustee of your superannuation fund will hold the account in trust for you.

You can withdraw amounts from, and pay money into, your ANZ Prime Cash Management Account as allowed by superannuation law and any terms set by the trustee of your superannuation fund.

### **Withdrawing money**

If superannuation law and any conditions set by the trustee allow you to withdraw amounts from the account, you can make the withdrawals at ANZ branches, ATMs, through EFTPOS, by ANZ Phone Banking, by ANZ Internet Banking and by BPAY®.

### **Superannuation law**

Under current superannuation law, you must generally be over the preservation age and have retired to withdraw money from your ANZ Prime Cash Management Account. The preservation age depends on your date of birth, and it may change. However, there are exceptions to this general rule.

If you hold an income stream product and are over the preservation age, or are eligible to withdraw money held in your ANZ Prime Cash Management Account for another reason, you will need to withdraw a minimum amount each year (in line with the minimum payment rules set by the Federal Government). In some circumstances, a maximum annual payment amount is also set. Also, as withdrawals from the ANZ Prime Cash Management Account are considered to be income, the payment amount you take each year may be limited so it does not affect your Centrelink or Department of Veterans' Affairs entitlements.

If you are not over the preservation age, or are not otherwise eligible to take a withdrawal, under current superannuation law you can only get access to the funds in your ANZ Prime Cash Management Account by transferring the money to another investment option in your superannuation fund or another superannuation fund available to you.

You should contact your superannuation fund or financial adviser for advice relating to your particular circumstances.

### **Superannuation fund requirements**

The trustee of your particular superannuation fund will tell us about any restrictions relating to your

ability to withdraw funds held in your ANZ Prime Cash Management Account.

If you hold an income stream product and are over the preservation age, or are eligible to withdraw money held in your ANZ Prime Cash Management Account for another reason, the trustee of your superannuation fund may, depending on superannuation law, set rules on the amount you can withdraw in any particular year. As a general rule, no other restrictions will apply.

If you hold a superannuation investment product and are over the preservation age, or are eligible to withdraw the money held in your ANZ Prime Cash Management Account for another reason, the trustee of your superannuation fund may, depending on superannuation law, place restrictions on how you can take funds from the account. For example, the trustee may only allow you to withdraw money if the withdrawal is arranged through the superannuation fund and may not allow you to withdraw money direct from us.

## **Paying in money**

### **Superannuation law requirements**

Current superannuation law does not restrict the amount of money you can pay into the ANZ Prime Cash Management Account. However, concessional tax treatment on the money you pay into your superannuation fund (which the ANZ Prime Cash Management Account may be part of) may only be available up to a limit. In relation to an income stream product, once the income stream has been established, you cannot make extra contributions or deposits to the income stream.

The law does not restrict the amount of money that you may pay or transfer into your ANZ Prime Cash Management Account from your superannuation fund held in other superannuation products.

Again, you should contact your superannuation fund or financial adviser for advice relating to your particular circumstances.

### **Superannuation fund requirements**

The trustee of your particular superannuation fund will tell us about any restrictions that may apply to your ability to pay money into your ANZ Prime Cash Management Account.

If you hold an income stream product, you will only be allowed to transfer money into your ANZ Prime Cash Management Account from other investments

that you currently hold in a superannuation fund. If you try to pay in money through us, where possible we will redirect the money back to the account it came from. If this is not possible we will pay the money into another account chosen by you and will give you written confirmation that we have done this. We will not be liable for any loss of interest you suffer as a result of this money not being paid into your ANZ Prime Cash Management Account.

### **Change of name or address**

If you tell us about any change to your name or address (or, if appropriate, the name or address of any person you authorise to deal with the account), you should make sure that you also tell your superannuation fund about the change.

### **Interest**

We will work out interest on the balance of your account each day, and pay it into your account once a month from the date you opened your account.

### **Fees and charges**

We will take all the fees we charge from your ANZ Prime Cash Management Account. The fees are set out in the 'ANZ Personal Banking Account Fees and Charges' booklet.

The trustee of the superannuation fund will usually charge its own fees and other charges relating to the fund. Those fees and charges will be shown in the product disclosure statement for that fund.

### **Statements**

We will send you a statement every three months. There is more information about statements in section 2.

### **Account closing**

An ANZ Prime Cash Management Account can only be closed by the trustee of your superannuation fund. If you want to close your account, tell the trustee of your superannuation fund to do so.

## **6.10 ANZ Passbook Savings account (Account not available to new customers from 30 November 2013)**

### **Using your passbook**

We will give you a passbook as a record of the payments to and from your account. You must use the passbook when you make a withdrawal or deposit at an ANZ branch. Your passbook will then be updated. Your

passbook is an important document and you should keep it in a safe place. Please contact us immediately if your passbook is lost or stolen.

By applying for and accepting your ANZ Passbook Savings account, you agree that:

- you are responsible for having your passbook updated at regular intervals; and
- updates to your passbook confirm all transactions on your account.

You can only make payments into your passbook accounts:

- by direct credit (an arrangement to have your salary, pension, benefits or other regular amount paid direct to the account);
- at an ANZ branch; or
- by transfer from another financial institution.

You can only make withdrawals at ANZ branches. To help us check your identity when you make withdrawals, you can have a 'blacklight' record of your signature in the back of your passbook.

## Interest

The interest rate is tiered. We will add interest to your account every three months from the date you opened the account, or from any other date we choose.

## 6.11 ANZ Term Deposits and ANZ Advance Notice Term Deposits

ANZ offers two types of term deposits:

- ANZ Advance Notice Term Deposits; and
- ANZ Term Deposits.

The principal difference between the two (apart from the interest rate that applies) is that you must provide 31 days notice to ANZ if you wish to make an early withdrawal of funds from an ANZ Advance Notice Term Deposit account. Further details are set out below under the heading 'Early withdrawals from an ANZ Advance Notice Term Deposit account'.

If you may need in the future to immediately withdraw funds from your term deposit account, other deposit products may be more suitable for you than an ANZ Advance Notice Term Deposit.

## **Establishing and reinvesting in an ANZ term deposit**

You can establish a term deposit in person at any ANZ branch, by using ANZ Internet Banking, over the phone or in any other way we agree with you.

You must deposit at least \$5,000 to establish a term deposit.

When establishing a term deposit, we will normally ask you what you want to do with the funds in your term deposit account when the term ends. You may elect either to have those funds paid to you, or to reinvest those funds in another ANZ term deposit. Your instructions will apply with respect to both your original term deposit and, if applicable, any further term deposit arising as a result of the reinvestment of funds following maturity of your original term deposit.

If you have instructed us to reinvest a maturing term deposit, you can amend those instructions at any time up until the end of the seven day period beginning immediately after the maturity date of the maturing term deposit. The maturity date is the first day after the end of the term of that deposit.

You may amend the instructions so that the amount of the term deposit, or any unpaid interest on the term deposit, or both, are paid to you. Alternatively, during the seven day period you may amend your instructions by varying the reinvestment term or reducing the amount that you want to reinvest (as long as the change to the amount to be reinvested is at least \$1,000 and the amount to be reinvested remains at least \$5,000).

You can amend your instructions in person at any ANZ branch, by using ANZ Internet Banking or in any other way we agree with you.

If you have provided instructions to reinvest a maturing term deposit, and you change your instructions during the seven day period beginning immediately after the maturity date of the deposit, that change in instructions will not be treated as an 'early withdrawal' from the new deposit. Accordingly, you will not need to provide advance notice to ANZ in respect of the withdrawal (in the case of an ANZ Advance Notice Term Deposit only) and there will be no reduction to the interest in respect of the withdrawn funds.

If you have not provided relevant instructions prior to maturity of your ANZ Term Deposit, we will reinvest the relevant funds in a new ANZ Term Deposit of the



same term and with the same frequency of interest payments.

Where funds are reinvested following maturity of a term deposit, the interest rate that will apply to the new term deposit will be that advertised on the maturity date of the maturing term deposit for ANZ term deposits of the relevant type and term and with the same frequency of interest payments. This may be higher or lower than the interest rate that applies to your maturing term deposit. You can contact us on or after the maturity date of your maturing term deposit to confirm the applicable interest rate.

### **Payments in relation to an ANZ term deposit account**

All payments from, or relating to, a term deposit account (including interest payments, and the funds paid to you upon maturity or as a result of an early withdrawal) will be made, at your election, either by cheque, by the crediting of another ANZ account, or any other way we agree with you.

When opening a term deposit account, we will normally ask you how you wish payments to be made. You can change your election at any time in person at any ANZ branch, by using ANZ Internet Banking or in any other way we agree with you. ANZ may take one or more business days to process a change of election.

Where you have not elected to reinvest your Advance Notice Term Deposit following maturity, the funds in the Advance Notice Term Deposit account and any applicable interest will be paid to you on the maturity date (or, where that is a non-business day, on the next business day).

### **Term and interest**

ANZ term deposits can be invested for a range of terms of between one month and five years. In the case of term deposits of \$100,000 or more (or such other amount as ANZ may decide), we may agree to a shorter term (no less than seven days) or a longer term.

When you establish a term deposit, you must choose how often you want to receive your interest, as this will affect the interest rate that you earn. You cannot change the interest payment frequency during the term of your term deposit.

For term deposits of less than 12 months, interest is ordinarily paid upon maturity. We also offer monthly,

quarterly or half yearly interest payment options on selected terms of less than 12 months.

For term deposits of 12 months or more, interest may be paid monthly, quarterly, half yearly or yearly, with an additional final interest payment upon maturity, if applicable.

The above investment terms and interest payment arrangements apply to term deposits applied for at an ANZ branch. Not all investment terms and interest payment options may be available for term deposits applied for online or over the phone. Please contact us for details.

Interest on a term deposit account accrues daily, based on the closing balance of the term deposit account on the relevant day. Interest is not compounded (that is, it is not added to the closing balance of the account).

The rate of interest is fixed for the term of your term deposit (subject to any adjustments for early withdrawals). We will tell you the annual interest rate for the particular term that you have chosen when you establish a term deposit (and, if applicable, after a maturing term deposit is reinvested in a new term deposit). The daily interest rate is the rate fixed for the term of your deposit divided by 365.

For example, if you invest \$50,000 for one month at a rate of 4.4% p.a., the interest you will earn is as follows.

1. Divide the interest rate by 365 to get the daily interest rate  
 $4.40\% \div 365 = 0.0120547\%$ .
2. Multiply the daily interest rate by \$50,000 to get the interest that you earn each day  
 $0.0120547\% \times \$50,000 = \$6.02735$ .
3. Multiply the daily interest earned by the number of days in the term to find the interest that will be earned for the term of the deposit  
 $6.02735 \times 31 = \$186.85$   
(rounded to two decimal places).

Any interest that is to be paid upon maturity of a term deposit can be reinvested together with the term deposit. Or, if the interest amount is more than \$5,000, you can reinvest it in a separate term deposit.

### **Early withdrawals from an ANZ Advance Notice Term Deposit account**

You may make a request to withdraw all or part of the funds in your ANZ Advance Notice Term Deposit

account prior to maturity in the manner discussed under the heading 'Early withdrawals generally' below.

Where you make a valid withdrawal request, ANZ will provide the relevant funds to you on the 31st day after the request (or, where that day is a non-business day, on the next business day), in accordance with your prevailing payment arrangements.

If you make a request to withdraw funds from your ANZ Advance Notice Term Deposit account less than 31 days prior to the maturity date of the term deposit, ANZ will not be obliged to pay the funds to you any earlier than the maturity date.

Only one early withdrawal request can operate in respect of your ANZ Advance Notice Term Deposit account at any one time. You cannot change an early withdrawal request, but you may cancel the request (in person at any ANZ branch or in any other way we agree with you) at any time up to two business days prior to the day on which the early withdrawal payment is due to be made.

If you are suffering financial hardship, please contact ANZ to discuss whether funds may be withdrawn from your ANZ Advance Notice Term Deposit account on shorter notice.

### **Early withdrawals generally**

If you want to withdraw all or part of the funds in your term deposit account before the maturity date, you must make a request to ANZ in person at any ANZ branch, by using ANZ Internet Banking or in any other way we agree with you.

You may only make a partial withdrawal of funds from a term deposit account if the amount remaining after the withdrawal would be at least \$5,000.

If you make an early withdrawal from a term deposit account, we will reduce the interest in respect of the withdrawn funds in the manner described below (except where an early withdrawal is made from a term deposit account after the death of an account holder). Any funds you leave in the account will continue to earn interest at the interest rate we originally agreed.

### **ANZ Term Deposits established before 6 December 2004**

For ANZ Term Deposits established before 6 December 2004, if you make an early withdrawal, the money you

withdraw early will earn 50% of the interest rate that was originally agreed.

Example for a 5% p.a. one-year term deposit of \$10,000, where the entire account balance was withdrawn after 9 months:

1. Halve the interest rate we originally agreed to arrive at the interest rate we will apply  
 $50\% \text{ of } 5\% = 2.5\%$
2. Divide this interest rate by 365 to get the daily interest rate  
 $2.5\% \div 365 = 0.0068493\%$
3. Multiply this by the original investment to get the interest earned each day  
 $\$10,000 \times 0.0068493\% = \$0.68493$
4. Multiply this by the number of days for which the funds were deposited to get the interest you will earn  
 $\$0.68493 \times 274 \text{ days} = \$187.67$  (rounded to two decimal places).

### **ANZ Term Deposits and ANZ Advance Notice Term Deposits established on or after 6 December 2004**

For ANZ Term Deposits and ANZ Advance Notice Term Deposits established after 6 December 2004, where there is an early withdrawal, the following reduction in interest will apply. An administration fee of \$30 will be charged and the account will incur an interest reduction in respect of the money you withdraw early, based on the percentage of the original term that has elapsed, as shown below:

<b>Percentage of term elapsed</b>	<b>Interest rate reduction</b>
0 to less than 20%	90%
20% to less than 40%	80%
40% to less than 60%	60%
60% to less than 80%	40%
80% to less than 100%	20%

Example for a 5% p.a. one-year term deposit of \$10,000, where the entire account balance was withdrawn after 9 months:

1. Divide the original interest rate by 365 to get the daily interest rate  
 $5\% \div 365 = 0.0136986\%$

2. Multiply this by the amount of the term deposit to get the interest earned each day  
 $\$10,000 \times 0.0136986\% = \$1.369$
3. Multiply this by the number of days for which the funds were deposited  
 $\$1.369 \times 274 \text{ days} = \$375.11$
4. Find the percentage of the original term that has elapsed  
 $9/12 = 0.75 \text{ (75\%)}$

As 75% of the original term has passed, the interest will be reduced by 40%. Multiply the interest earned by 40% (0.40) to get the reduction

$$\$375.11 \times 0.40 \text{ (40\%)} = \$150.04$$

Add the administration fee of \$30.00 to work out the total amounts to be taken from the interest earned

$$\$150.04 + \$30 = \$180.04$$

5. Take the total deductions from the interest earned to find out the interest that you receive  
 $\$375.11 - \$180.04 = \$195.07$

You receive \$195.07 in interest.

## **6.12 ANZ V2 PLUS (only available through approved ANZ intermediaries)**

ANZ V2 PLUS is available with or without direct banking facilities. Direct banking facilities give you access to your ANZ V2 PLUS account electronically – at ATMs, by EFTPOS, through ANZ Phone and Internet Banking – as well as being able to carry out transactions at ANZ branches or through the ANZ V2 PLUS Service Centre. With ANZ V2 PLUS without direct banking facilities you can only make withdrawals through the ANZ V2 PLUS Service Centre.

### **Who can open an account?**

You can open an ANZ V2 PLUS account through an approved ANZ intermediary if you are:

- 18 or over;
- a company;
- a partnership;
- an unincorporated association; or
- a trustee.

If the ANZ V2 PLUS account is for anyone under 18, the account must be in the parent's or guardian's name.

## **How to open an account**

The minimum deposit needed to open an ANZ V2 PLUS account is \$5,000. You can pay this in cash at any ANZ branch, by cheque (crossed and not negotiable) made payable to you, or by electronic transfer.

## **Further deposits**

You can make further deposits:

- by regular payments direct to your account;
- in person at any ANZ branch;
- by sending a cheque to the ANZ V2 PLUS Service Centre;
- by using ANZ Phone, Internet or Mobile Banking to transfer funds from another ANZ account; or
- at any ANZ ATM which accepts deposits with your card linked to your ANZ V2 PLUS account.

## **Appointing an authorised representative**

An 'authorised representative' is any company, partnership or individual you appoint to access your ANZ V2 PLUS account.

To appoint an authorised representative you, together with the person you are authorising, will need to sign the relevant form (which depends on whether or not you have direct banking facilities). If the authorised representative is a company or a partnership, an authorised officer or partner of the company or partnership must sign the authority. We may ask that person for proof that they are authorised to act for the company or partnership.

Under Federal Government law we must verify the identity of all account holders and people authorised to use accounts.

At any time you can tell us that you no longer want us to let the authorised representative deal with your account. However, this instruction will not be effective until we acknowledge it in writing.

## **Using the account**

### **Requests by phone or in writing**

You can withdraw funds in the form of a cheque or by transferring funds to any other bank account by posting or faxing a request to the ANZ V2 PLUS Service Centre.

You can also phone the ANZ V2 PLUS Service Centre to get a withdrawal in the form of:

- a cheque made payable to you or a transfer to your nominated account; or
- a cheque made out to someone else or a transfer to an account other than your nominated account.

If the account you want funds transferred to is not with us, it may take longer than 24 hours.

If you ask for a cheque to be made payable to someone else, you can stop the cheque by writing to the ANZ V2 PLUS Service Centre.

Relevant taxes, duties and charges will be taken off the amount of the withdrawal.

### **Minimum withdrawal**

The minimum amount you can withdraw from the ANZ V2 PLUS Service Centre is \$500.

### **Access to funds**

The ANZ V2 PLUS Service Centre will take reasonable steps to make sure that you receive withdrawals within the specified time, but will not be responsible for delays which are beyond its control. Any deposits received from overseas in Australian dollars will take up to 30 days to clear.

Although funds can be transferred on the same day, they may not be shown on your bank account. In this situation the bank officers will contact our ANZ V2 PLUS Service Centre for confirmation of the funds.

If the ANZ V2 PLUS Service Centre receives your withdrawal request before 11am Melbourne time for a cheque withdrawal or 1pm Melbourne time for a transfer to your nominated account, same day withdrawals can be made (as long as cleared funds are available).

Where your request is received after these times, or on a day when the ANZ V2 PLUS Service Centre or we are closed for business, the payment will be made on the next banking day. Your investment will continue to earn interest until the time the withdrawal is actioned.

### **Withdrawing funds through direct banking facilities**

For ANZ V2 PLUS with direct banking facilities, as well as being able to withdraw funds through the ANZ V2 PLUS Service Centre, you can also make withdrawals:

- at any ANZ branch or ATM;

- by direct debit or periodical payment; and
- through ANZ Phone or ANZ Internet Banking, BPAY® and EFTPOS, depending on the terms and conditions for these facilities.

If you make a withdrawal or balance enquiry at a non-ANZ ATM within Australia, the operator of the ATM may charge you a fee which you will be asked to accept before you go ahead with that withdrawal or balance enquiry.

A withdrawal at a non-ANZ ATM will not be counted as one of your free withdrawal transactions each month.

### **Authorised representative**

An authorised representative may be granted the following authority to access your ANZ V2 PLUS account:

- **View-only access** - The authorised representative may only view your ANZ V2 PLUS account.
- **Trade and view-only access** - The authorised representative may make deposits into, and withdrawals from, your ANZ V2 PLUS account only via the real-time share trading interface. The authorised representative may also view your ANZ V2 PLUS account.
- **Full access** - The authorised representative has the same level of access to your ANZ V2 PLUS account as you. This includes authority to make deposits into, and withdrawals from, your ANZ V2 PLUS account and to view your ANZ V2 PLUS account.

### **Minimum balance**

You need to keep a minimum balance of \$5,000 in your account at all times. If a withdrawal would reduce your balance below \$5,000, we may make you withdraw the whole balance and/or we may close your account. If we make you withdraw the whole balance, you can only do this by contacting the ANZ V2 PLUS Service Centre. Balances of less than \$5,000 will not earn any interest.

If you have an ANZ V2 PLUS account with direct banking facilities and are making a withdrawal using EFTPOS, at an ATM, or through ANZ Phone Banking, ANZ Internet Banking or BPAY®, we may not allow the withdrawal if it would cause the balance in your account to fall below \$5,000.

### **Interest rate**

The interest rate we pay on your ANZ V2 PLUS account is determined by ANZ having regard to prevailing money market interest rates. The interest rate may



change from day to day. The daily interest rate is the annual rate divided by the number of days in a year.

All rates will apply until we advertise a new rate. You can find out the current interest rate at [anz.com](http://anz.com) or from any ANZ branch.

### **Interest payments**

We work out interest every day and pay it to your account on the first day of January, April, July and October. We will pay any interest on withdrawals on the date interest is due except where you fully withdraw your balance, in which case we will pay interest at that time. You can choose to have your interest paid to your ANZ V2 PLUS account, or to another bank account by telling the ANZ V2 PLUS Service Centre. Unless you tell us otherwise, we will pay any interest payments to your ANZ V2 PLUS account.

If the account you nominate is not an ANZ account, it may take longer than 24 hours for the interest to be paid to the account.

### **Account statements**

After each interest payment we will send you a statement showing the interest we have paid and your account balance.

If you make a withdrawal or deposit, we will send you a statement at the end of the month in which you made the withdrawal or deposit. That statement will show all transactions made during the month and your account balance. You should keep these statements for tax purposes.

You can ask for a statement showing all transactions and interest paid for a specific period, or for an audit certificate. You may have to pay a fee for this service.

You must carefully check your statements. If you think there are mistakes or transactions you have not authorised, contact the ANZ V2 PLUS Service Centre as soon as possible.

### **Joint accounts**

#### **ANZ V2 PLUS without direct banking facilities**

Funds can be withdrawn only in accordance with the instructions you and the joint account holder gave us. For example, if your joint account requires 'all parties to sign jointly', any written request for a withdrawal must be signed by all account holders. Any joint account holder can make a request by phone. However, the

ANZ V2 PLUS Service Centre will not accept such requests if any joint account holder tells the centre not to accept requests from just one account holder.

### **ANZ V2 PLUS with direct banking facilities**

If an account is opened in the names of more than one person, any of you can make transactions without permission from the other account holders. However, if you do not want any joint account holder to act alone, you can arrange this by writing to us. That arrangement will not be effective until ANZ has acknowledged it in writing. In these circumstances your account will stop having direct banking facilities.

### **Authorised representatives for ANZ V2 PLUS accounts with direct banking facilities**

To authorise someone to use ANZ Phone Banking and ANZ Internet Banking in connection with your account, you will need to fill in a separate ANZ Phone Banking and ANZ Internet Banking Authorised User Authority.

At any time you can tell us that you no longer want us to let the authorised representative deal with your account. However, this instruction will not be effective until we acknowledge it in writing.

### **Company accounts**

For ANZ V2 PLUS with direct banking facilities, each director or secretary who signs the application form will have authority to use the account alone. For ANZ V2 PLUS without direct banking facilities, authorised representatives may be appointed to also operate the account jointly. If a company wants a third party to operate the account, the company will need to appoint them.

### **Partnership, trust and unincorporated association accounts**

If a partnership or an unincorporated association wants more than one person to use the account, those people can apply jointly, or some of them can apply and the others can be appointed as authorised representatives.

Similarly, an individual trustee can appoint an authorised representative. In the case of joint trustees (individuals), they may apply jointly or just some of them may apply and the others may be appointed as an authorised representative.

## **Periodical payments for ANZ V2 PLUS with direct banking facilities**

You can set up a periodical payment from your ANZ V2 PLUS account to the account of another person or business. You will need to fill in a periodical payment request form at an ANZ Branch or call the ANZ V2 PLUS Service Centre to apply over the phone. You can only apply for a periodical payment over the phone if the periodical payment is for less than \$5,000.

If your periodical payment falls on a non-business day, we will make the payment on the next business day after the payment was due, unless you ask otherwise. If you make a deposit at another bank or financial institution, there may be a delay of several days before your deposit reaches the account.

## **Direct debits for ANZ V2 PLUS with direct banking facilities**

You can arrange for a person or business to take direct debits from your ANZ V2 PLUS account. You can arrange this to pay regular expenses such as health cover, insurance premiums and credit card payments. You will need to fill in a direct debit authority form with the person or business that will collect the payment and quote the ANZ V2 PLUS BSB and account numbers we give you. The ANZ V2 PLUS Service Centre cannot arrange direct debits for you.

We will charge a Dishonour fee if we cannot pay a direct debit because there are not enough cleared funds in your account.

## **Stopping periodical payments and direct debits for ANZ V2 PLUS**

You can arrange for a periodical payment or direct debit to be stopped if you tell the ANZ V2 PLUS Service Centre at least two banking days before the payment is due to be made.

You can alter a periodical payment or a direct debit if you tell the ANZ V2 PLUS Service Centre at least two banking days before the payment is due to be made.

You can cancel a periodical payment request or a direct debit request by telling the ANZ V2 PLUS Service Centre at least two banking days before the payment is due to be made.

You can contact the ANZ V2 PLUS Service Centre by phoning 13 28 33, 8am to 8pm Melbourne time, Monday to Friday. If you contact the ANZ V2 PLUS

Service Centre by phone, you may need to confirm your instructions in writing.

## **6.13 ANZ Online Saver account**

### **Account opening**

You may only open this account if you:

- are an individual of at least 12 years of age and you use your account wholly and exclusively for your private or domestic use;
- are the account holder of, or authorised to deal with, at least one ANZ deposit account with access to ANZ Internet Banking or Phone Banking; and
- have previously completed our Customer Identification Process (you may need to tell us the name of the branch where you provided proof of your identity and your account number). An 'ANZ deposit account' includes ANZ Access Advantage, ANZ Access Select, ANZ Access Basic, ANZ Extras Package, ANZ Pensioner Advantage, ANZ Progress Saver, ANZ V2 PLUS, ANZ Premium Cash Management Account, ANZ Everyday Visa Debit and Private Cash accounts.

The ANZ Online Saver account must be linked to your ANZ deposit account(s) at all times.

If the ANZ deposit account your ANZ Online Saver Account is linked to is a joint account, either joint account holder must be able to make transactions on that account.

### **Account enquiries**

For all enquiries about your ANZ Online Saver account, please phone our Customer Service Centre on 13 13 14.

### **Authority for dealing with the account**

For ANZ Online Saver joint accounts, each account holder will be able to operate (and enter into agreements to operate), the account and act alone. You cannot specify that more than one person needs to authorise transactions.

If you want to alter the instructions on who can make transactions on the account, you must tell us by phoning 1800 670 522, 8am to 8pm, Monday to Friday (AEST). In some cases you may need to give us notice in writing.

### **Deposits**

You can make deposits to your account:

- by electronically transferring funds from your linked ANZ account using ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Banking; or
- by arranging an electronic transfer from another financial institution; or
- by transferring funds from your linked ANZ account at an ANZ ATM in Australia (if your ANZ Online Saver account is linked to your ANZ card).

### **Withdrawing or transferring money**

You can withdraw money from your account:

- by electronically transferring funds to your linked ANZ account using ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Banking; or
- by making BPAY® bill payments via ANZ Internet Banking, ANZ Phone Banking; or
- by transferring funds to a non-ANZ bank account through ANZ Internet Banking or ANZ Mobile Banking.

Please note, you cannot withdraw money from your ANZ Online Saver account by periodical payment.

### **Statements**

We will send you a statement every six months. You can ask us if you would like to receive statements more frequently.

You can also get information on your ANZ Online Saver account balance and transactions through ANZ Internet Banking, ANZ Phone Banking and ANZ Mobile Banking.

### **Closing your account**

You can close your account by phoning us on 1800 155 261 between 8am and 8pm, Monday to Friday (AEST) You can also close your ANZ Online Saver account at an ANZ branch. Before closing your account, please make sure that you have transferred any balance out of the account through ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Banking.

We will pay any interest you have earned, less any charges that apply, into your nominated ANZ deposit account.

If the account is holding uncleared funds when you ask to close it, we will not pay these funds to you until they have cleared.

If your account is overdrawn, you must pay us the overdrawn amount plus any interest, fees and charges that apply at the time.

If your account has nothing in it or is overdrawn, and you have not made any deposits or withdrawals for more than three months, we may close your account.

If you close the ANZ deposit account that your ANZ Online Saver account is linked to, you must either:

- arrange for your ANZ Online Saver account to be linked to another ANZ deposit account of yours; or
- close your ANZ Online Saver account.

## Section 7

# Specific terms and conditions for ANZ Home Loan Offset accounts and ANZ Equity Manager accounts

### 7.1 ANZ Home Loan Offset accounts

ANZ Home Loan Offset account refers to an ANZ One account or ANZ Home Loan Interest Saver account (no longer offered).

ANZ Home Loan Offset accounts can only be used by individuals for private or domestic use, and can only be linked to an eligible ANZ loan:

- ANZ Standard Variable Rate Home Loan or Residential Investment Loan; or
- ANZ One-Year Fixed Rate Home Loan or Residential Investment Loan drawn on or after 2 March 1998 (excluding Interest in Advance Loan).

Only one ANZ Home Loan Offset account can be linked to an eligible ANZ loan, or an eligible sub-account, where you hold an ANZ Portfolio facility.

#### Eligibility criteria for linkage

We will link your ANZ Home Loan Offset account to your ANZ loan when each of the following eligibility criteria has been satisfied:

- You have an eligible ANZ loan that can be linked to the ANZ Home Loan Offset account; and
- You have asked us to link the ANZ Home Loan Offset account to the ANZ loan; and
- The ANZ Home Loan Offset account is not currently linked to an ANZ loan; and
- The ANZ Home Loan Offset account is in exactly the same name as the ANZ loan.

It may take us up to 5 days to link the ANZ Home Loan Offset account to the ANZ loan once all eligibility criteria have been satisfied. Interest offset will not apply until the accounts have been linked.

If your ANZ Home Loan Offset account is not, or is no longer, linked to an eligible ANZ loan, you acknowledge and agree that we may close the ANZ Home Loan Offset account and either return the funds to you or transfer the funds to an ANZ Access Advantage account. Before we do this, we will write to

you to confirm your instructions. If we don't hear from you within 30 days, you direct us to transfer the funds to your existing ANZ Access Advantage account or, if you don't hold one, to open a new ANZ Access Advantage account and transfer the funds to that account.

## **ANZ One**

### **Interest**

We do not pay interest on ANZ One accounts. If the ANZ One account balance is more than the balance of your linked ANZ loan, the excess amount will not be offset. It will be held in the ANZ One account but will not earn interest.

For each day when the ANZ One account is in credit we will reduce that day's interest charge on your linked ANZ loan by an 'offset amount'.

We work out the 'offset amount' as follows:

- 1 Take the balance of the ANZ One account or the balance of the ANZ loan, whichever is less.
- 2 Take the interest rate that currently applies to your ANZ loan and multiply it by the offset percentage of your ANZ One account, which (unless the letter of offer for your ANZ loan says otherwise) is 100%.
- 3 Multiply the figures from 1 and 2 and divide the result by 365 (being the number of days in the year).

An example:

1 \$5,000

2 7.3% p.a. (i.e. 0.073) x 100% = 0.073

3 (\$5,000 x 0.073) ÷ 365 = the daily offset amount

## **ANZ Home Loan Interest Saver (no longer offered)**

### **Transferring funds by telephone**

If you fill in a Funds Transfer Authority form, you can transfer funds from your ANZ Home Loan Interest Saver account to your ANZ Access account by phoning the ANZ Branch at which your ANZ Home Loan Interest Saver account is held. The ANZ Access account you transfer the funds to must be the account that you gave details of in the Funds Transfer Authority form. The Funds Transfer Authority form contains the conditions on which we will accept your instructions by phone. You can get a Funds Transfer Authority form from any ANZ branch.



## Interest

We do not pay interest on ANZ Home Loan Interest Saver accounts. If the ANZ Home Loan Interest Saver account balance is more than the balance of your linked ANZ loan, the excess amount will not be offset. It will be held in the ANZ Home Loan Interest Saver account but will not earn interest.

For each day when the balance of the ANZ Home Loan Interest Saver account is greater than \$5,000, we will reduce that day's interest charge on your linked ANZ loan by an 'offset amount'.

We work out the 'offset amount' as follows.

- 1 Take the balance of the ANZ Home Loan Interest Saver account or the balance of the ANZ loan, whichever is less.
- 2 Take the interest rate that currently applies to your ANZ loan and multiply it by the offset percentage of your ANZ Home Loan Interest Saver account, which (unless the letter of offer for your loan says otherwise) is 100%.
- 3 Multiply the figures from 1 and 2 and divide the result by 365 (being the number of days in the year).

An example:

1 \$5,000

2 7.3% p.a. (i.e. 0.073) x 100% = 0.073

3  $(\$5,000 \times 0.073) \div 365 =$  the daily offset amount

## Our right to block access to your ANZ Home Loan Offset account

We can block access to your ANZ Home Loan Offset account. If you default on your ANZ loan, we can, and without giving you notice, use all or part of the balance in your ANZ Home Loan Offset account to pay off all or part of the ANZ loan.

## Termination of offset arrangement

We will remove the linkage between your ANZ Home Loan Offset account and your ANZ loan and terminate the offset arrangement when any of the following events occur:

- You close your ANZ Home Loan Offset account; or
- Your loan becomes ineligible for an offset arrangement and we close your ANZ Home Loan Offset account; or

- You ask us to, and we do, terminate the offset arrangement; or
- We close your ANZ loan account following the repayment of the ANZ loan; or
- We provide a final payout figure for repayment of your ANZ loan. If for any reason, your ANZ loan is not repaid, it may take ANZ up to 5 days to re-link the ANZ loan to your ANZ Home Loan Offset account. Interest offset may not apply during this period.

It may take us up to 5 days to terminate your offset arrangement following the occurrence of any of the above events. Interest offset will no longer apply upon termination of the offset arrangement.

## **7.2 ANZ Equity Manager account**

### **Interest**

For information on how we work out the interest we pay, refer to section 2.18.

### **Special Conditions**

The debit account for an ANZ Equity Manager account has a different fee structure to that of other types of accounts. Details of the fee structure are set out in the 'ANZ Personal Banking Account Fees and Charges' and 'ANZ Personal Banking General Fees and Charges' booklets. Details of the terms and conditions for the credit available with this account are set out in your letter of offer.

### **Statements**

We will send you a statement for your ANZ Equity Manager account every three months unless you ask us otherwise. You can ask us to provide statements more frequently.

### **7.2(a) Providing credit – ANZ Equity Manager**

This section applies to ANZ Equity Manager only. See section 6 for terms and conditions relating to overdrawing your ANZ Access Limited account and section 2.19 for the terms and conditions applicable to overdrafts on all other accounts these ANZ Saving & Transaction Products Terms and Conditions apply to.

The Informal Overdraft facility is a service provided by us to give customers a convenient way to meet unplanned, short-term borrowing needs. If you need to borrow for other purposes (for example, for a longer term), you should ask us about other facilities that may be better suited to your needs.

If a debit would mean your account is overdrawn, and both the debit and the account holder satisfy our criteria for the Informal Overdraft facility, we will allow the debit to be processed using the Informal Overdraft facility on the following terms:

- interest will be charged on the Informal Overdraft at the ANZ Retail Index Rate plus a margin (refer to 'ANZ Personal Banking Account Fees and Charges' booklet for details);
- if the balance of your Informal Overdraft facility is more than \$50, an Overdrawn Fee will be charged. This fee will be charged for each ANZ Business Day that the balance of your Informal Overdraft facility is more than \$50, up to a total of ten ANZ Business Days per calendar month (refer to 'ANZ Personal Banking Account Fees and Charges' booklet for details);
- the Informal Overdraft, any interest on that amount and any Overdrawn Fees will be debited to your account; and
- you must repay each Informal Overdraft and pay any accrued interest on that amount and any Overdrawn Fees within 30 days of the Informal Overdraft being debited to your account.

Any withdrawal, transfer or payment from your account will be made firstly from any positive (Cr) balance, secondly from any available credit in any line of credit you have with us (such as a Personal Overdraft facility or an ANZ Assured facility) that is linked to your account, and thirdly from any amount made available via the Informal Overdraft facility.

This Informal Overdraft facility is not available if your account is an Equity Manager account with a credit limit. However, another facility may be available to you – please refer to the 'Consumer Lending Terms and Conditions' for details.

Other than Informal Overdrafts, we do not agree to provide any credit in respect of your account without prior written agreement.

If you want to avoid using the Informal Overdraft facility, you should ask us about:

- other products which might better suit your needs;
- or

- other ways in which you can monitor the balance of your account.

You should tell us as soon as possible if you are in financial difficulty.

In this clause 7.2(a):

**'ANZ Business Day'** – means any day from Monday to Friday on which ANZ is open for business in at least one of its branch locations in Australia.

**'Informal Overdraft'** – means an amount advanced to you under the Informal Overdraft facility.

**'Informal Overdraft facility'** – means the informal short-term credit facility we provide to you when a debit to your account would mean your account is temporarily overdrawn and you and the debit satisfy our criteria for the facility.

Note: Selecting 'Visa Debit' or the 'CR' ('credit') button at ATMs or EFTPOS terminals when using your ANZ Access Visa Debit card to make withdrawals or purchases gives you access to the funds available in your account and does not provide you with any credit in respect of the account.

## Section 8

# Electronic Banking Conditions of Use

ANZ warrants that it will comply with the requirements of the ePayments Code.

This section applies to payment, funds transfer and cash withdrawal transactions that are:

- (a) initiated using electronic equipment; and
- (b) not intended to be authenticated by comparing a manual signature with a specimen signature.

Unless the account services are provided or referred to you by ANZ, ANZ does not authorise, promote or endorse the use of account services offered by third parties to access your ANZ accounts (including account aggregation services, such as may be provided by other financial institutions).

### Definitions

**'Activation Code'** means the 4- to 7-digit temporary activation number issued to activate the Mobile Banking service.

**'ANZ Business Day'** means any day from Monday to Friday on which ANZ is open for business in at least one of its branch locations in Australia.

**'Authorised Deposit-taking Institution'** has the meaning given to that term in the Banking Act 1959 (Cth).

**'Banking Business Day'** refers to any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**'CRN'** means the Customer Registration Number issued by ANZ to you.

**'Extreme Carelessness'** means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

**'Mistaken Internet Payment'** means a payment made by a user through Pay Anyone where funds are paid into the account of an unintended recipient because the user enters or selects a BSB number and/or account number that does not belong to the named and/or intended recipient as a result of:

- the user's error; or

- the user being advised of the wrong BSB number and/or account number.

This does not include payments made using BPAY®.

**'Mobile Banking'** means any banking solution for your mobile device offered by ANZ that operates in a manner governed by this section.

**'PIN'** means Personal Identification Number.

**'Pay Anyone Processing Day'** means any day from Monday to Friday that is not a public holiday in both Melbourne and Sydney.

**'Receiving Bank'** means an Authorised Deposit taking Institution which has subscribed to the ePayments Code and whose customer has received an internet payment.

**'Securemail'** means the electronic messaging system which enables communications to be sent to or from ANZ as part of ANZ Internet Banking.

**'Security Requirement'** has the meaning given to that term in this section.

**'Telecode'** means the four to seven digit number issued to access ANZ Phone Banking.

**'Transaction'** means a transaction to which the ePayments Code applies.

**'Unintended recipient'** means the recipient of funds as a result of a mistaken internet payment.

**'User'** means you or an individual who is authorised to use an account.

### **Transaction limits**

ANZ or another party such as a merchant may limit the amount of any electronic transaction you can make over certain periods (e.g. during any day or in a single transaction).

ANZ may change any transaction limit or impose new transaction limits by giving you notice. You can find out current transaction limits for your accounts by phoning ANZ on 13 13 14.

### **How you can use ANZ Internet Banking**

You can use ANZ Internet Banking to make transactions on your linked accounts, as set out in your account terms and conditions. You can also use

ANZ Internet Banking to purchase and order a range of financial services and products. You can get more details by visiting the website at [www.anz.com](http://www.anz.com).

### **Fees and Charges for Mobile Banking**

ANZ reserves the right to charge an account nominated by you with fees and charges for the provision of Mobile Banking. The fees and charges applicable to Mobile Banking are those shown on [www.anz.com](http://www.anz.com) and may vary from time to time.

You may also incur charges from your mobile operator as a result of using Mobile Banking. Any such charges are solely your responsibility.

### **Access to and use of Pay Anyone and International Services**

#### **(a) Obtaining Pay Anyone**

When applying for Pay Anyone for ANZ Internet Banking, you must request a Pay Anyone daily limit which is subject to approval by ANZ. The options for the daily limits are set out at [www.anz.com](http://www.anz.com) when you apply. Restrictions apply depending on whether you are using Pay Anyone for personal or business purposes. When applying for Pay Anyone for Mobile Banking your daily limit will be as advised to you by ANZ and may not be changed by you.

If you require your password for Pay Anyone for ANZ Internet Banking to be reset or reissued ANZ may reduce your current daily Pay Anyone limit for ANZ Internet Banking. You will need to re-apply if you wish to reinstate that limit. Please allow sufficient time for the change to be made before you attempt to use the higher daily transfer limit. You can apply to increase or decrease your daily transfer limit for ANZ Internet Banking through ANZ Internet Banking.

#### **(b) Obtaining International Services**

You can apply for International Services after you have been granted Pay Anyone access. International Services are not available through Mobile Banking. The total of all Pay Anyone and International Services transfers (converted into Australian Dollars) on any day cannot exceed your Pay Anyone daily transaction limit.

Access levels for ANZ Phone Banking, ANZ Internet Banking and Mobile Banking Access levels:

- **'All transactions'** – access every function within ANZ Phone Banking and ANZ Internet Banking for the account;
- **'Transaction History Details only and BPAY®'** – includes BPAY®, account balance information transaction history details, ordering a cheque/ deposit book but excludes transfers between accounts, increasing a credit card limit, redrawing on a home loan, direct loan payments, BPAY View™, ANZ Online Investing and ANZ Online Reporting;
- **'Deposit and Transaction History Details only'** – includes transfers between accounts, transactions history details, account balance information and ordering a cheque/deposit book but excludes withdrawals from accounts, increasing credit card limit, redrawing on a home loan, direct loan payments, BPAY View™, ANZ Online Reporting, ANZ Online Investing and BPAY®;
- **Deposit only** – includes transfers between accounts but excludes withdrawals from accounts, BPAY®, increasing credit card limit, redrawing on a home loan, direct loan payments, BPAY View™, ANZ Online Reporting, ANZ Online Investing, account balance information, transaction history details and ordering a cheque/deposit book;
- **Transaction History Details only** – includes enquiries on past transactions about the account but excludes all transactions on the account, transfers between accounts, increasing credit card limit, redrawing on a home loan, direct loan payments, BPAY View™, ANZ Online Reporting, ANZ Online Investing and BPAY®.

Account holders aged 12 to 15 years, adults who have a joint account with account holders aged 12 to 15 years, and account signatories (no agents can be appointed) to accounts held by customers aged 12 to 15 years may only have restricted access levels for ANZ Phone Banking and ANZ Internet Banking. Only the account holder or account signatories can select an access level. The account holder or account signatories may authorise another person (an 'authorised user') to operate the account and that person may have a different access level to the account holder.

The account holder is responsible for the operation of the account by the authorised user within that user's level of access.



The account holder or account signatories may cancel or change any access level by sending a written request or Securemail to ANZ, or calling ANZ on the relevant number listed in this booklet. ANZ may require written confirmation. ANZ may take several days to process this change.

Authorised users, regardless of their level of access, cannot access ANZ Pay Anyone, ANZ Online Investing, International Services, increase a credit card limit, redraw on a home loan, or use Securemail to change any of the account holder's account or other personal details. However, all authorised users can use ANZ Internet Banking to change their own profile, access their own Securemail and select and change their own password and Mobile Banking to change their own password.

If you are an ANZ credit card account holder and nominate access to this account via ANZ Internet Banking, each additional card holder will be an authorised user.

### **Processing instructions – general**

The account holder authorises ANZ to act on the instructions you enter into electronic equipment.

Any electronic transaction made by you cannot be cancelled, altered or changed by you unless allowed by the applicable terms and conditions or this section.

ANZ may delay acting on or may ask you for further information before acting on an instruction. Where ANZ has instructions for more than one payment from your account(s), ANZ will determine the order of priority in which payments are made.

If you make a cash withdrawal from an account by making an electronic transaction and there is a difference between the amount of cash received and the amount shown on the receipt, you must report this to ANZ and to the merchant (if applicable) as soon as possible. You can make your report to ANZ by calling ANZ on the number listed in this booklet.

If you make a deposit of funds to an account by making an electronic transaction and there is a difference between the amount recorded as having been deposited and the amount ANZ receives, the account holder will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the account.

ANZ is not liable for the refusal of any merchant to accept an electronic transaction and, to the extent permitted by law, is not responsible for the goods and services supplied by a merchant.

ANZ may notify you of any electronic transactions (instructions for which are received through Mobile Banking) it is unable to process.

You accept that:

- not all electronic equipment from which cash can be withdrawn will always contain cash;
- any cash dispensed at electronic equipment is at your risk once it becomes visible or available for you to collect;
- not all electronic equipment will allow you to make deposits;
- future dated transfers are not available through Mobile Banking.

An immediate transfer, Pay Anyone or BPAY® payment cannot be revoked or stopped once ANZ receives your instruction. Future dated transfer, Pay Anyone or BPAY® instructions can only be revoked or changed if instructions to delete the transaction are given to ANZ through ANZ Internet Banking before midnight Sydney time on the ANZ Business Day (or, for Pay Anyone, the Pay Anyone Processing Day) before the transaction is scheduled to occur.

After this time, the instruction cannot be revoked. Processing instructions – ANZ Phone Banking, ANZ Internet Banking and Mobile Banking Any ANZ Phone Banking, ANZ Internet Banking and Mobile Banking transactions (other than a BPAY® payment) will generally be processed to your account on the same day ANZ receives your instructions, if given before 10.00pm Melbourne time Monday to Friday (except national public holidays). Any transaction made after this time may be processed on the following ANZ Business Day.

Account information accessed using ANZ Phone Banking, ANZ Internet Banking and Mobile Banking will generally reflect the position of the account at that time, except for transactions not yet processed by ANZ (including uncleared cheques and unprocessed credit card transactions) or cleared cheques and direct debits processed by ANZ that day.

## Processing instructions – Pay Anyone and International Services

ANZ will generally process Pay Anyone instructions:

- for immediate Pay Anyone transfers, on the day the instruction is given, if ANZ receives the instruction before 6pm Melbourne time on a Pay Anyone Processing Day;
- for immediate international transfers, on the day the instruction is given, if ANZ receives the instruction before 6pm Melbourne time on a Pay Anyone Processing Day;
- future dated transfers, on the relevant future day you select if it is a Pay Anyone Processing Day (or if it is not, on the Pay Anyone Processing Day after that day).

Instructions you give will be delivered to the payee's financial institution on the day that ANZ processes them except where:

- ANZ is not obliged to process your instructions;
- there is a technical failure; or
- there is a delay or error in accepting the instructions caused by the financial institution to which the transfer is to be made; or
- the instructions are for a transfer by way of an international draft or telegraphic draft.

Where your instruction is for a transfer by way of ANZ issuing an international draft:

- ANZ will send the draft by post to the delivery address notified by you;
- You acknowledge that it is your responsibility to forward the draft to the intended recipient.

ANZ cannot control (and is not responsible for) when, or if, the payee's financial institution processes your instructions or the fees that financial institutions may charge to process your instructions.

Once ANZ processes your transfer instruction, ANZ is reliant on the payee's financial institution to advise whether your instructions have been successfully processed. If the payee's financial institution advises that your transfer instruction has not been successful, it may take a number of weeks, depending on the financial institution, to reverse the relevant withdrawal from your linked account.

If the transfer is to be made from a credit card, it will be treated as a cash advance and interest and fees may apply.

### **Processing instructions – BPAY®**

ANZ is a member of the BPAY® Scheme. This is an electronic payments scheme through which ANZ can be asked to make payments on your behalf to billers. ANZ will tell you if it ceases to be a member of the BPAY® Scheme. For the purposes of the BPAY® Scheme, ANZ may also be a biller.

You must comply with the terms and conditions for the account which you ask ANZ to debit a BPAY® payment (to the extent that those terms are not inconsistent with or expressly overridden by these Conditions of Use).

To make a BPAY® payment the following information must be given to ANZ:

- your CRN and password or Telecode;
- the biller code from the bill;
- your customer reference number (e.g. your account number) with that biller;
- the amount you want to pay; and
- the account from which you want the payment to be made.

Once this information is provided, ANZ will treat your instructions as valid and will debit the relevant account. ANZ will not be obliged to effect a BPAY® instruction if it is not made in accordance with these Conditions of Use or if the information given is incomplete and/or inaccurate.

Limits apply to your use of BPAY® on both a per transaction and daily limit (per CRN) basis.

Separate daily limits apply for BPAY® Tax Payments, independent of the general BPAY® limits. For more information on available limits see [www.anz.com](http://www.anz.com).

Subject to the 'Processing Instructions' conditions set out above:

- any BPAY® payment made by you will be processed on the day you tell ANZ to make that BPAY® payment if ANZ receives your instructions before 6pm Sydney time on a Banking Business Day (ANZ's cut-off time); and
- BPAY® instructions received after 6pm Sydney time on a Banking Business Day, or on a day that is

not a Banking Business Day, will be processed on the next Banking Business Day.

A delay may occur in processing a BPAY® payment where:

- there is a public or bank holiday on the day after you tell ANZ to make a BPAY® payment;
- you tell ANZ to make a BPAY® payment after ANZ's cut-off time; or
- another participant in the BPAY® Scheme, such as another financial institution or a biller does not process a payment as soon as it receives details of the payment or does not otherwise comply with its obligations under the BPAY® Scheme.

While it is expected that any such delay will not continue for more than one Banking Business Day, it may continue for a longer period.

ANZ will attempt to ensure a BPAY® payment is processed promptly by billers and other participants in the BPAY® Scheme.

You should check your account records carefully and tell ANZ as soon as possible if you become aware of:

- a BPAY® payment which has been made from your linked account which was not authorised;
- the possibility that you have been fraudulently induced to make a BPAY® payment; or
- any delay or mistake in processing of your BPAY® payment.

If ANZ is advised by a biller that it cannot process your BPAY® payment ANZ will:

- advise you of this;
- credit your account with the amount of that BPAY® payment; and
- tell you how ANZ can assist you, if possible, in making the payment as soon as possible.

A linked ANZ credit card account can only be used to make a BPAY® payment if the biller accepts credit card payment. If the biller does not accept credit card payment but you want to pay from a credit card account, payment will be by way of a cash advance.

You are not authorised to give a biller code to any person in order to receive payments owing to you. Biller codes may only be used by authorised billers to receive payment of bills issued by that biller. The

terms and conditions of use of BPAY® will not apply to any use by you of biller codes in this way.

### **Short Message Service (SMS)**

By registering for Mobile Banking, you agree that we may send SMS messages to your nominated mobile phone. ANZ is not liable for any loss or damage you suffer as a result of any person other than you accessing those SMS messages.

### **Card Validity**

Your card remains ANZ's property at all times. A card must be signed immediately by the person in whose name it has been issued and must only be used within the 'valid from' and 'until end' dates shown on the card. For security reasons you must, as soon as the card expires, destroy it by cutting it (including any embedded microchip on the card) diagonally in half.

### **Lost or stolen cards, Password, PIN or Telecode**

If you report that a card has been lost or stolen the card will be cancelled as soon as the report is made.

You must not use the card once the report is made. If you recover the lost or stolen card, you must destroy the card by cutting it (including an embedded microchip on the card) diagonally in half and return it to an ANZ branch as soon as possible.

You must make a report to ANZ (and the relevant third party, if a third party issued the username, password, PIN or card to you) immediately you become aware or suspect that your password, username, PIN, CRN or Telecode is disclosed or used without your authority, or lost. You must not then continue to use your password, username, PIN, CRN or Telecode. ANZ will cancel it and arrange for you to select a new username, password, PIN or Telecode, or to be provided with a new CRN. The best way to make the report is to call ANZ on the telephone numbers listed in this booklet.

If ANZ's telephone reporting service is unavailable, you must report the disclosure, loss, theft or misuse to any ANZ branch. Your account terms and conditions outline how you can make a report if ANZ's telephone reporting service is unavailable or you are overseas.

### **Cancellation of cards or electronic access**

ANZ may cancel any card, CRN or electronic access at any time,

- without prior notice and in the case of credit cards, provide notice as soon as practicable after the credit card is cancelled. If the credit card account is closed, all credit cards issued in relation to that credit card account will also be cancelled; or
- without prior notice if ANZ:
- believes that use of the card or electronic access may cause loss to the account holder or to ANZ;
- the account is an inactive account;
- all the accounts which the card may access have been closed;
- the account has been overdrawn (other than by use of the Informal Overdraft facility), or you have exceeded your agreed credit limit;
- if we become aware that you do not meet, or cease to meet, our eligibility criteria for the card, CRN or electronic access; or otherwise,
- on giving you not less than three months written notice.

ANZ may also at any time suspend your right to participate in the ANZ BPAY® Scheme.

The account holder may cancel a card at any time by sending ANZ a written request or by calling ANZ on the relevant number listed in this booklet. ANZ may require written confirmation. The card must be cut diagonally in half (including any embedded microchip on the card) and returned to ANZ.

You can request ANZ to de-register you from ANZ Internet Banking at any time by Securemail or by calling the relevant number listed in this booklet.

### **Withdrawal of electronic access**

ANZ may withdraw your electronic access to accounts (including by BPAY®) without prior notice if:

- electronic equipment malfunctions or is otherwise unavailable for use;
- a merchant refuses to accept your card;
- any one of the accounts is overdrawn (other than by use of the Informal Overdraft facility, if any) or will become overdrawn, or is otherwise considered out of order by ANZ;
- ANZ believes your access to accounts through electronic equipment may cause loss to the account holder or to ANZ;

- ANZ believes that the quality or security of your electronic access process or ANZ's systems may have been compromised;
- all the accounts which you may access using ANZ Phone Banking or ANZ Internet Banking have been closed or are inactive or the account you have nominated for Mobile Banking fees and charges to be charged to is closed;
- ANZ suspects you of being fraudulent or engaging in inappropriate behaviour unless the withdrawal is prohibited by law.

ANZ may at any time change the types of accounts that may be operated, or the types of electronic transactions that may be made through particular electronic equipment.

### **Password, PIN and Telecode Security**

Users must keep their passwords, PINs and Telecodes secure. Failure to do so may increase your liability for any loss.

***Warning:** A user must not use their birth date or an alphabetical Telecode which is a recognisable part of their name as a password, PIN or Telecode, or select a Telecode which has sequential numbers, for example, '12345' or where all numbers are the same, for example, '11111'. If the user does, you may be liable for any loss suffered from an unauthorised transaction.*

A user must not:

- voluntarily disclose any of their passwords, PINs or Telecodes to anyone, including a family member or friend;
- write or record passwords, PINs or Telecodes on a card, or keep a record of the passwords, PINs or Telecodes on anything carried with the card or liable to loss or theft at the same time as the card, unless the user makes a reasonable attempt to protect the security of the passwords, PINs or Telecodes;
- keep a written record of all passwords, PINs or Telecodes required to perform transactions on one or more articles liable to be lost or stolen at the same time, without making a reasonable attempt to protect the security of the passwords, PINs or Telecodes;



- select a numeric password, PIN or Telecode that represents their birth date, or an alphabetical password, PIN or Telecode that is a recognisable part of their name;
- otherwise act with extreme carelessness in failing to protect the security of all passwords, PINs or Telecodes, (each a 'Security Requirement').

**Warning:** *Users should avoid accessing ANZ Phone Banking through telephone services which record numbers dialled – for example hotels which do this for billing purposes. In these situations users should obtain access to ANZ Phone Banking through an ANZ customer service operator.*

To assist you, ANZ publishes security guidelines. A copy of the current guidelines is available at [www.anz.com](http://www.anz.com).

### **Unauthorised transactions**

The following provisions apply to unauthorised transactions. The provisions do not apply to a transaction performed by a user or by anyone who performs a transaction with the knowledge and consent of a user.

#### **(a) When ANZ is liable**

ANZ will be liable for losses incurred by the account holder that:

- are caused by the fraudulent or negligent conduct of ANZ's employees or agents or third parties involved in networking arrangements, or of merchants or their agents or employees;
- are caused by a card, account number, password, PIN or Telecode which is forged, faulty, expired or cancelled;
- are caused by a transaction that requires the use of any card, password, PIN or Telecode that occurred before the user received or selected the card, password, PIN or Telecode (including a reissued card, password, PIN or Telecode);
- are caused by a transaction being incorrectly debited a second or subsequent times to the same account;
- an unauthorised transaction that occurs after you have notified ANZ that any card has been

misused, lost or stolen or that the security of a password, PIN or Telecode has been breached;

- arises from an unauthorised transaction that can be made using an account number without a password, PIN or Telecode or card. Where a transaction can be made using a card, or a card and an account number, but does not require a password, PIN or Telecode, you will be liable only if the user unreasonably delays reporting the loss or theft of the card;
- arise from an unauthorised transaction if it is clear that a user has not contributed to the losses; or
- occur while ANZ's process for reporting unauthorised transactions, loss, theft or misuse of a card or breach of a Security Requirement is unavailable, provided that a report is made within a reasonable time of the process again becoming generally available.

#### **(b) When the account holder is liable**

If ANZ can prove on the balance of probability that a user contributed to the loss arising from an unauthorised transaction through fraud or through breaching a Security Requirement:

- the account holder is liable in full for the actual losses that occur before ANZ is notified of the loss, theft or misuse of a card or breach of a Security Requirement, but
- the account holder will not be liable for a portion of the losses:
  - incurred on any one day that exceed any applicable daily transaction limit;
  - incurred in any period that exceed any applicable periodic transaction limit;
  - that exceed the balance of the account, including any pre-arranged credit; or
  - incurred on any account that ANZ and the account holder had not agreed could be accessed using the card or account number and/or password, PIN or Telecode used to perform the transaction.

Where:

- more than one password, PIN or Telecode is required to perform a transaction, and

- ANZ can prove that a user breached a Security Requirement for one or more (but not all) of the required passwords, PINs or Telecodes, the account holder will only be liable if ANZ can also prove that on the balance of probability that the breach of the Security Requirement was more than 50% responsible for the losses, when assessed together with all the contributing causes. The account holder is liable for losses arising from unauthorised transactions that occur because a user contributed to the losses by leaving a card in an ANZ ATM.

If ANZ can prove, on the balance of probability that a user contributed to the losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of a card or a breach of a Security Requirement, the account holder will be liable for the actual losses that occur between:

- the time when the user became aware of the security compromise, or in the case of a lost or stolen card, should reasonably have become aware; and
- the time ANZ was notified of the security compromise, however, the account holder will not be liable for that portion of the losses:
- incurred on any one day that exceeds any applicable daily transaction limit;
- incurred in any period that exceeds any applicable periodic transaction limit;
- that exceeds the balance on the account, including any pre-arranged credit; or
- incurred on any account that we and the account holder had not agreed could be accessed using the card and/or passwords, PIN or Telecode used to perform the transaction. If it is not clear whether a user has contributed to the loss caused by an unauthorised transaction and where a password, PIN or Telecode was required to perform the unauthorised transaction, the account holder is liable for the least of:
- \$150 or a lower figure determined by ANZ;
- the balance of the account or accounts (including any prearranged credit) from which ANZ and the account holder have agreed could be accessed using the card and/or password, PIN or Telecode, or

- the actual loss at the time ANZ is notified of the misuse, loss or theft of a card or breach of a Security Requirement (but not that portion of the loss incurred on any one day\* which is greater than the daily transaction limit or other periodic transaction limit (if any)); or

\* A day begins at 12.00.00am (Melbourne time) and ends at 11.59pm (Melbourne time) on the same day. If you are not in the same time zone as Melbourne, please check <http://www.australia.gov.au>

## **Additional protection**

### **Visa – Zero liability**

Subject to the section headed 'Unauthorised transactions' you will not be liable for unauthorised transactions on a Visa credit card or ANZ Access Visa Debit card.

If you notify ANZ of an unauthorised transaction(s), within 5 business days we will provide provisional credit to you to the value of the unauthorised transaction unless your prior account history is unsatisfactory or if the nature of transactions justifies a delay in crediting your account.

### **MasterCard – Zero liability**

Subject to the section headed 'Unauthorised transactions' you will not be liable for unauthorised transactions on a MasterCard credit card.

### **Equipment malfunction**

ANZ is responsible to the account holder for any loss caused by the failure of a system or equipment to complete a transaction that was accepted in accordance with your instructions.

However, if you were aware or should reasonably have been aware that the system or equipment was unavailable for use or malfunctioning, ANZ's responsibility will be limited to correcting errors in the account and refunding any charges or fees imposed as a result.

You are solely responsible for your own computer and mobile phone anti-virus and security measures, and those of any authorised user, to help prevent unauthorised access via ANZ Internet Banking or Mobile Banking to your transactions and linked accounts.

## **Liability under the BPAY® Scheme<sup>1</sup>**

### **(a) General**

You should note that:

- if you advise ANZ that a BPAY® payment made from a linked account is unauthorised, you should first give ANZ your written consent to obtain from the biller information about your account with that biller or the BPAY® payment, (including your CRN) as ANZ reasonably requires to investigate the BPAY® payment. This should be addressed to the biller who received the BPAY® payment. If you do not do this, the biller may not be permitted by law to disclose to ANZ the information ANZ needs to investigate or rectify that BPAY® payment;
- if you discover that the amount you instructed ANZ to pay was less than the amount you needed to pay, you can make another BPAY® payment for the shortfall. If you cannot make another BPAY® payment for the shortfall because the shortfall amount is less than the minimum amount the biller will accept, you can ask ANZ to arrange for a reversal of the initial payment. You can then make a second payment for the correct amount. If you discover that the amount you instructed ANZ to pay was more than the amount you needed to pay, you can ask ANZ to request a reversal of the initial payment from the biller on your behalf, and if this occurs, you can make a second payment for the correct amount.

### **(b) ANZ's liability**

If you are liable for an unauthorised or fraudulent payment under this 'Liability under the BPAY® Scheme' section or as a result of a BPAY® billing error and the ePayment Code applies, then your liability is limited to the lesser of:

- (i) the amount of that unauthorised or fraudulent payment; or
- (ii) the limit (if any) of your liability set out under 'Unauthorised transactions'.

If (ii) applies, ANZ will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.

### **BPAY® payments**

Except where a BPAY® payment is an Unauthorised payment, a Fraudulent payment or a Mistaken payment, BPAY® payments are irrevocable. No refunds will be provided through the BPAY® Scheme where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller.

## **Unauthorised payments**

If a BPAY® payment is made in accordance with a payment direction, which appeared to ANZ to be from you or on your behalf, but which you did not in fact authorise, ANZ will credit your account with the amount of that unauthorised payment. However, you must pay ANZ the amount of that payment if:

- (i) ANZ cannot recover the amount from the person who received it within 20 Banking Business Days of ANZ attempting to do so; and
- (ii) the payment was made as a result of a payment direction which did not comply with ANZ's prescribed security procedures.

## **Fraudulent Payments**

If a BPAY® payment is induced by the fraud of a person involved in the BPAY® Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you that amount, you must bear the loss unless some other person involved in the BPAY® Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

## **Mistaken Payments**

If you discover that a BPAY® payment has been made to a person, or for an amount, which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, ANZ will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and ANZ cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of ANZ attempting to do so, you must pay that amount to ANZ.

You acknowledge that the receipt by a biller of a mistaken or erroneous payment does not or will not, under any circumstances, constitute part or whole satisfaction of any underlying debt owed between you and that biller.

## **Consequential loss**

ANZ is not liable for any consequential loss or damage you suffer as a result of using the BPAY® Scheme, other than due to any loss or damage you suffer due to ANZ's negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not

be excluded, restricted or modified at all or only to a limited extent.

#### **(d) Indemnity**

To the extent permitted by law, you indemnify ANZ against any loss or damage ANZ may suffer due to any claim, demand or action of any kind brought against ANZ arising directly or indirectly because you:

- (i) did not observe your obligations under; or
- (ii) acted negligently or fraudulently in connection with these Conditions of Use.

#### **Mistaken internet payments**

A user may report a mistaken internet payment at any ANZ branch or by phoning ANZ on 13 13 14. Where a user reports a mistaken internet payment, ANZ will investigate whether a mistaken internet payment has occurred. If ANZ is satisfied that a mistaken internet payment has occurred, ANZ will send the Receiving Bank a request for return of the funds.

If ANZ is not satisfied that a mistaken internet payment has occurred, ANZ will not take any further action.

ANZ will inform the user of the outcome of a reported mistaken internet payment in writing within 30 business days of the report being made.

#### **Process where funds are available and report is made within 10 business days**

Where a user reports a mistaken internet payment within 10 business days of making the payment and:

- ANZ and the Receiving Bank are satisfied that a mistaken internet payment has occurred; and
- ANZ is advised by the Receiving Bank that there are sufficient credit funds available in the account of the unintended recipient to cover the payment, the Receiving Bank must forward the funds to ANZ no later than 10 business days after receiving our request to return the funds.

#### **Process where funds are available and report is made between 10 business days and 7 months**

Where a user reports a mistaken internet payment between 10 business days and 7 months after making the payment and:

- ANZ and the Receiving Bank are satisfied that a mistaken payment has occurred; and
- ANZ is advised by the Receiving Bank that there are sufficient credit funds available in the account

of the unintended recipient to cover the payment;  
and

- the Receiving Bank prevents the unintended recipient from withdrawing the funds for 10 business days and during this period the unintended recipient does not establish that they are entitled to the funds,
- the Receiving Bank must forward the funds to ANZ within 2 business days of the expiry of the 10 business day period referred to above.

### **Process where funds are available and report is made after 7 months**

Where a user reports a mistaken internet payment more than 7 months after making the payment and:

- ANZ and the Receiving Bank are satisfied that a mistaken payment has occurred; and
- ANZ is advised by the Receiving Bank that there are sufficient credit funds available in the account of the unintended cover the payment; and
- the unintended recipient consents to return of the funds, the Receiving Bank must forward the funds to ANZ.

### **Process following recovery of funds**

If the Receiving Bank recovers the funds from the unintended recipient and forwards the funds to ANZ, we will return the funds to the account holder as soon as practicable.

If the Receiving Bank is unable to recover the funds from the unintended recipient, the account holder will be liable for losses arising from the mistaken internet payment.

### **Complaints about mistaken internet payments**

A user who reports a mistaken internet payment can complain to ANZ about how the report is dealt with. ANZ will deal with the complaint in accordance with this booklet.

### **Unintended recipients**

If you receive a mistaken internet payment into your account and ANZ, as Receiving Bank is required to forward the funds to the payer's authorised deposit taking institution, you authorise ANZ to withdraw the funds from your account and return the funds to the payer's authorised deposit-taking institution.



## Changes to the Electronic Banking Conditions of Use

ANZ can change the Electronic Banking Conditions of Use at any time. ANZ will give you at least 30 days prior written notice of any changes which:

- impose or increase fees or charges for issuing or replacing a card, password, PIN or Telecode;
- impose or increase fees or charges for performing transactions; or
- increase your liability for losses relating to transactions; or
- change your daily transaction limit or other periodical transaction limit applying to the use of electronic equipment.
- impose, remove or change your daily or other periodic limit on transactions, an account or electronic equipment (eg limits on the number or value of ATM withdrawals).

## **Section 9**

### **Contact us**

#### **Postal addresses**

##### **ANZ Cards**

Locked Bag No. 10  
Collins Street West Post Office  
Melbourne  
Victoria  
8007

##### **ANZ Personal Banking**

Contact your nearest branch.

##### **ANZ Margin Lending**

GPO Box 4338  
Melbourne  
Victoria  
3001

##### **ANZ V2 PLUS**

Locked Bag 3000  
Collins Street West  
Melbourne  
Victoria  
8007

# Customer enquiries

## General enquiries

Phone: 13 13 14

+ 61 3 9683 9999 (international customers)

Customers with speech or hearing difficulties can use the TTY (telephone typewriter) service by phoning 1300 366 255.

## ANZ Cards

Phone: 13 22 73

## ANZ Internet Banking

Phone: 13 33 50

+ 61 3 9683 8833 (international customers)

## ANZ Margin Lending

Phone: 1800 639 330

## ANZ V2 PLUS Service Centre

Phone: 13 28 33

Fax: 1800 671 800

## ANZ V2 PLUS International Customers

Phone: +61 3 8699 6994

Fax: +61 3 9277 1315

## ANZ V2 PLUS rate line

Phone: 1800 033 043

## ANZ Mortgage Customer Service

Phone: 13 25 99

## Lost or stolen cards, suspected unauthorised transactions or passwords known by others

Phone: 1800 033 844

or

Melbourne (03) 9683 7043

or

61 3 9683 7047 (international customers)

## Passwords known by others

For passwords used on-line: 13 33 50

For all other passwords: 1800 033 844 (24 hours, 7 days a week)

or

61 3 9683 7047

(international customers)

Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522. AFSL Number 234527. 77998 02.2015 W424172



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