

# ANZ VISA DEBIT CARD TERMS AND CONDITIONS



(COOK ISLANDS, FIJI, KIRIBATI, SAMOA,  
SOLOMON ISLANDS, TONGA AND VANUATU)

EFFECTIVE JULY 2020

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## WHAT YOU NEED TO KNOW ABOUT THESE TERMS AND CONDITIONS

This document sets out the terms that apply when we provide you with an ANZ Visa Debit Card.

An ANZ Visa Debit Card lets you pay for goods or services like an ANZ Access Card, but also lets you make contactless transactions (if your card is contactless card enabled), buy goods or services online, over the phone, and overseas.

You need to be the age listed below to be eligible for an ANZ Visa Debit Card in the country from where your card is issued:

- Cook Islands – 18 or over
- Fiji – 16 or over
- Kiribati – 16 or over
- Samoa – 16 or over
- Solomon Islands – 18 or over
- Tonga – 16 or over
- Vanuatu – 18 or over.

You can also use your ANZ Visa Debit Card to access your accounts using ATMs.

When you sign or use your ANZ Visa Debit Card you agree to the following:

- You agree that the terms and conditions in this document apply to you and you'll comply with them.
- If we say we may, or can, do anything in this document, you agree we can do that.

When we exercise any of the rights we have in these Terms and Conditions, we'll comply with any laws, including laws restricting how or when we exercise those rights. We also aim to exercise our rights fairly and reasonably.

## HOW TO CONTACT US

Via our ANZ websites:

- Cook Islands: [anz.com/cookislands](http://anz.com/cookislands)
- Fiji: [anz.com/fiji](http://anz.com/fiji)
- Kiribati: [anz.com/kiribati](http://anz.com/kiribati)
- Samoa: [anz.com/samoa](http://anz.com/samoa)
- Solomon Islands: [anz.com/solomonislands](http://anz.com/solomonislands)
- Tonga: [anz.com/tonga](http://anz.com/tonga)
- Vanuatu: [anz.com/vanuatu](http://anz.com/vanuatu)

Or contact us by phoning the telephone numbers listed below:

- Cook Islands +682 21750 or +682 25750 after hours
- Fiji +679 3213 000 or +679 3316644 after hours
- Kiribati +686 21095 or +679 3316644 after hours
- Samoa +685 74021095 or +685 800199 after hours
- Solomon Islands +677 21111 or +679 3316644 after hours
- Tonga +676 20500 or +676 27931 after hours
- Vanuatu +678 26355 or +678 27213 after hours

See 'When to contact us immediately' on page 6 for how to contact us if your card is lost or stolen. Call us immediately on the telephone numbers listed above or contact your nearest ANZ branch if you know or suspect:

- someone knows or might know your PIN
- someone has used your card without your authority.

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## A GLOSSARY OF THE TERMS WE USE

### Account

An account is your designated account with ANZ that is linked to your card. The account is debited and credited with transactions, fees, charges and interest. You access your account using your card.

### ANZ

ANZ means:

- the branch of Australia and New Zealand Banking Group Limited ABN 11 005 357 operating in the jurisdiction where the account(s) is opened and held, namely either in Cook Islands, Fiji, Solomon Islands and Tonga; or
- ANZ Bank (Kiribati) Limited, if the account(s) is opened and held in Kiribati; or
- ANZ Bank (Samoa) Limited, if the account(s) is opened and held in Samoa; or
- ANZ Bank (Vanuatu) Limited, if the account(s) is opened and held in Vanuatu; and its transferees, successors and assignees.

### ATM

An ATM is an 'automated teller machine' allowing someone to complete basic banking transactions, including withdrawing cash.

### Authorised signatory

An authorised signatory is someone we've both agreed can access and use your accounts.

### Card

Unless we've made it clear otherwise in these Terms and Conditions, when we refer to 'card' we mean an ANZ Visa Debit Card.

### Contactless card

A contactless card is a card enabled with contactless technology which you can use to make contactless transactions.

### Contactless payment terminal

A contactless payment terminal is an electronic point-of-sale device with contactless technology enabled. It allows you to make contactless transactions.

### Contactless transaction

A contactless transaction is a transaction made by presenting a contactless card to a contactless payment terminal or an ATM with contactless technology enabled.

### Cross-border transaction

A cross-border transaction is either of the following:

- a transaction effected in a currency other than the Local currency; or
- a transaction effected in the Local currency with a merchant whose transactions are processed in another country.

### EFTPOS

EFTPOS or 'electronic funds transfer at point of sale' allows you to pay for goods or services without using cash. Money is electronically transferred from your account to the person selling you the goods or services.

### Law

Law means any law, legislation, regulation, proclamation, ordinance, bylaw, rule, instrument, official directive, ruling, code of practice, code of conduct or prudential requirement in force in the jurisdiction where your account is opened and held with ANZ.

### Local currency

Local currency means:

- New Zealand Dollars if your account is in the Cook Islands
- Fijian Dollars if your account is in Fiji
- Australian Dollars if your account is in Kiribati
- Samoa Tala if your account is in Samoa
- Solomon Island Dollars if your account is in the Solomon Islands
- Tongan Pa'anga if your account is in Tonga
- Vanuatu Vatu if your account is in Vanuatu.

### Our website

Our website is for:

- Cook Islands: [anz.com/cookislands](http://anz.com/cookislands)
- Fiji: [anz.com/fiji](http://anz.com/fiji)
- Kiribati: [anz.com/kiribati](http://anz.com/kiribati)
- Samoa: [anz.com/samoa](http://anz.com/samoa)
- Solomon Islands: [anz.com/solomonislands](http://anz.com/solomonislands)
- Tonga: [anz.com/tonga](http://anz.com/tonga)
- Vanuatu: [anz.com/vanuatu](http://anz.com/vanuatu)

### PIN

This is a 4-digit number you choose and then use to access certain services. Its full name is a 'personal identification number'.

### Responsibility

When we talk about 'responsibility' or 'responsible' in this document, we mean each of the following:

- The responsibility or liability someone has for debts they owe, or someone else owes.
- The responsibility or liability for someone else's losses or costs.
- The responsibility someone has to do something, or not to do something.

### Temporary block

Temporary block is a feature that you can activate to block transactions on your card.

### We

When we talk about 'we', 'us', and 'our' we mean the relevant ANZ entity.

### You

When we talk about 'you', we mean the person we've provided an ANZ Visa Debit Card. If more than one person:

- 'you' means each person individually, and any two or more of those people
- each person must comply with these Terms and Conditions
- each person must pay any amounts we're owed, by themselves or with the others who are responsible for those amounts.

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## GENERAL INFORMATION ABOUT THESE TERMS AND CONDITIONS

We can change these Terms and Conditions. We can also add, remove, or change, any of our accounts, products, services, or the fees we charge you to access or use them and the limits that apply. We'll let you know what will change and the date the change will take effect. How we'll tell you about any changes is set in our ANZ Savings & Transactions Products Terms and Conditions.

Separate terms and conditions apply, including:

- our ANZ Savings & Transactions Products Terms and Conditions, which apply to the accounts you access using your card. If any terms in our ANZ Savings & Transactions Products Terms and Conditions are inconsistent with terms in these Terms and Conditions, then the terms in these Terms and Conditions will apply
- our ANZ Visa Debit Card fees and charges. These fees and charges are contained within the following documents:
  - ANZ Fees and Charges Customer Banking Services (Cook Islands and Samoa)
  - Disclosure of Fees and Charges Customer Banking Services (Fiji)
  - Transaction and Savings Account Fees and Charges Guide (Vanuatu)
  - Disclosure of Fees and Charges Customer Service Fees & Charges (Kiribati)
  - ANZ Visa Debit Card (Solomon Islands and Tonga)

These documents (the **ANZ Visa Debit Fees and Charges Brochures**) are available on our websites or at your nearest ANZ branch.

## SETTING UP YOUR ANZ VISA DEBIT CARD

### You'll need to sign your card when you receive it

When we provide you with a card, you should sign the card immediately. Always keep the card with you or in a safe place. Your card belongs to ANZ, and you agree to return it to us if we ask you to, or if your accounts are closed. You may need to call us to activate your card. Please do not use your card until it is activated.

### You'll need a PIN for your ANZ Visa Debit Card

You'll need to have a PIN for your card and you can collect the details of your PIN from your ANZ branch. You'll need to enter this PIN when you use your card at an ATM or to buy goods and services using EFTPOS. You can change your PIN at any time at an ANZ ATM in the country from where your card was issued, or by taking your card into your ANZ branch with some photo ID. If your card is contactless enabled, you will still need to enter your PIN before making your first contactless transaction.

### You can ask us to issue a card to joint account owners or to an authorised signatory

You can ask us to issue a card to you and a separate card to an authorised signatory.

You can ask us to issue separate cards to each account owner if you've told us on your account opening authority that each account owner can access the account by themselves. The account opening authority is the agreement you signed with ANZ setting out who owns the account and who can access it.

We'll agree to issue an authorised signatory a card, if you've told us on your account opening authority they can access your account by themselves. You're responsible for transactions your authorised signatory does using their card.

### We'll send you replacement cards

We'll send you a new card just before your current one is due to expire. If you lose or damage your current card, or it's stolen, we'll issue you a new card when you ask us to. See 'Cancelling your ANZ Visa Debit Card' on page 6 of these Terms and Conditions for more information.

## USING YOUR ANZ VISA DEBIT CARD

### You agree to pay any fees we charge for using your card

You agree to pay any fees we charge for using your card and our ANZ Visa Debit Card Fees and Charges Brochures are available at your ANZ branch or on our website. We recommend you check the relevant ANZ Visa Debit Card Fees and Charges Brochure to see what is free, and what we can charge you for, before you start using your card.

### You can access selected accounts using your card at ATMs and using EFTPOS and contactless payment terminals

You'll be able to access your accounts using your card at selected ATMs, EFTPOS and contactless payment terminals (if your card is contactless enabled) locally and in some overseas countries:

- You'll be able to access most of your accounts using your card – we'll let you know which accounts.
- There will be some accounts that you won't be able to access using your card.
- When you request your card, you'll need to choose which account we'll take money from when you make contactless transactions, transactions overseas, or transactions where your card isn't present, for example, to buy goods or services online from retailers overseas.

When you use your card to buy goods or services, you give us authority to take money from your selected accounts and pay this to the merchant. You agree we don't have to seek confirmation from you before completing that transaction.

We also don't need to seek confirmation from you when you use your card to make other transactions at an ATM, like transferring money from one of your accounts to another.

We're not responsible if a merchant won't accept your card or if they won't allow you to withdraw cash using your card. We're also not responsible if you're not happy with any goods or services you buy using your card.

We can't stop or cancel a transaction you make using your card. The merchant can choose to credit your account instead, for example where you've been charged the wrong amount by a merchant.

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We may be able to charge back the transaction and may be able to give you a refund. We can only do this if you haven't received the goods or services you ordered using your card, and you haven't been able to resolve this with the merchant directly. You'll need to write to us within 120 days of the date the disputed transaction is processed to your account. You'll need to tell us who the merchant was, what goods or services you ordered but didn't receive, when that was, and what steps you've taken to resolve this yourself. Our contact details are set out in our ANZ Savings & Transactions Products Terms and Conditions or on our website.

Once we've received your letter, we'll look into your complaint with the merchant, and report back to you as soon as we can.

## Some limits apply to your transactions

Daily limits apply to the amount you can withdraw from an ATM. Daily limits also apply to the value of goods or services you buy using EFTPOS, over the phone, or online.

Depending on the country from where your card was issued, a monthly limit may apply to purchases and ATM withdrawals you make using your card, which are performed overseas or by overseas merchants (including all electronic transactions).

You can find out more information about these limits by calling us on the relevant telephone number set out in 'How to contact us' on page 1 of these Terms and Conditions. We may change these limits from time to time. Information about how we'll tell you about any changes is set out in our ANZ Savings & Transactions Products Terms and Conditions.

Retailers and non-ANZ ATMs may have lower daily limits than we apply.

## ATMs, EFTPOS and contactless payment terminals are generally available 24 hours a day – but it does depend on the merchant

You can generally use your card at ATMs, 24 hours a day. Overseas ATMs and non-ANZ ATMs may be available at different times. EFTPOS is also generally available 24 hours a day, but availability will depend on the trading hours of that merchant. Merchants also determine the availability of contactless payment terminals. The time your ATM, EFTPOS transaction or contactless transaction is processed to your account will depend on the time you completed the transaction with the merchant. Your ATM, EFTPOS transaction or contactless transaction could be processed the next day.

## Use good judgement when using an ATM, EFTPOS or contactless payment terminal

You should always use good judgement when using an ATM, EFTPOS or contactless payment terminal:

- Be aware of your surroundings. Choose a well-lit area and park close to the ATM.
- Have your card ready before you approach the ATM.
- Have someone with you when using an ATM at night, if possible.
- If you see anyone or anything suspicious, you should leave the area and do your banking another time or at another ATM.
- Take care to make sure no one can see you enter your PIN.

- Take care that your card does not leave your sight when a transaction is being completed by EFTPOS or at a contactless payment terminal.
- If possible, keep your card in your own hand when using a contactless payment terminal.
- Please report any problems to us by calling the relevant telephone numbers set out in 'How to contact us' on page 1 of these Terms and Conditions or at any ANZ branch.

## USING YOUR ANZ VISA DEBIT CARD OVERSEAS

### You can use your card overseas

You can use your ANZ Visa Debit Card overseas:

- You can use your card at overseas ATMs displaying the Plus logo.
- You can use your card to make transactions overseas where your card isn't present, for example to buy goods or services online from retailers overseas.
- You may be able to use your contactless card overseas to make contactless transactions at contactless terminals. Contactless cards may also work at some ATMs overseas. The transaction limits at which a PIN is required will depend on which country you are in. We don't set these limits.
- You can use your card to buy goods or services using EFTPOS at merchants who display the Plus logo.

Visa is a global business offering electronic payment services. Visa currently owns the Plus trademark. When you use your card overseas, you must comply with any laws that apply in that country, including those about exchange of different currencies.

See the relevant ANZ Visa Debit Card Fees and Charges Brochure for information about fees that may apply overseas which is available on our website or at your ANZ branch.

### If you use your card overseas from the country where the card was issued, your transaction will be converted into Local currency

If you use your card overseas from the country where the card was issued, Visa will convert your transaction into your Local currency:

- Visa choose from exchange rates available to them when processing the transaction.
- Visa can choose to convert from the currency you bought the item in directly to your Local currency, or from the currency you bought the item in to US dollars and then into your Local currency.
- The date the transaction is processed isn't always the day you made the transaction.
- Because Visa uses exchange rates in different ways, the exchange rates used for different transactions processed on the same day may differ.

These rules are set by Visa and they could change. We'll let you know if Visa changes their rules.

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## **We charge a cross-border transaction charge if you use your card overseas from the country where the card was issued**

We will charge you a cross-border transaction fee on any transactions you make using your card overseas. Please refer to the relevant ANZ Visa Debit Card Fees and Charges Brochure for the country from where your card was issued, for information about the cross-border transaction fee which will apply.

## **We can charge a cross-border transaction charge on some credit transactions, or refunds to your card from someone who is overseas**

A credit transaction is where someone deposits money onto your card. A refund is where you've bought goods or services using your card, but the person selling them is giving you back the money you've paid.

We currently charge a cross-border transaction charge on any credit transaction happening overseas using the Visa network. If a refund happens using the Visa network, we won't refund the cross-border transaction charge we charged on your original transaction.

## **Overseas ATM owners and non-ANZ branches could charge you a fee**

Banks and other financial institutions overseas can charge you fees for using their ATMs or withdrawing cash over the counter. When you complete your transaction, you should be told what the fee is and asked to accept the fee before you can complete your transaction. We'll include this overseas ATM or non-ANZ branch fee on your account statement. To keep fees down, or avoid fees, we recommend using overseas ATMs and non-ANZ branches as little as possible.

## **You may be able to make contactless transactions using your ANZ Visa Debit Card**

You can use your ANZ Visa Debit Card to make contactless transactions, using contactless technology if your ANZ Visa Debit Card is enabled with contactless technology. ANZ contactless technology lets you make transactions without having to swipe your card at contactless payment terminals. Contactless payment terminals and ATMs enabled with contactless payment technology usually display the following contactless symbol:



### **Making contactless transactions**

Contactless technology works by tapping or holding your contactless card over a contactless payment terminal or ATM enabled with contactless technology if your card is enabled with contactless technology.

A contactless transaction may have a transaction limit for which you won't usually need to enter your PIN at the contactless payment terminal or sign for the transaction. However you will need to enter your PIN at the contactless payment terminal if your transaction is above the transaction limit. For security reasons, some merchants may require you to enter your PIN for contactless transactions. Different contactless transaction limits may apply in different countries. For information on specific contactless transaction limits please visit our website.

By using a contactless card to make a contactless transaction, you agree that you're giving us the authority to take that amount from your account and pay it to the merchant. You can't stop or reverse the transaction. You agree that we don't have to check who is making the transaction, or whether they have your authority.

## **You can use your ANZ Visa Debit Card online**

You can use your ANZ Visa Debit Card to buy goods or services online using money in your selected account.

## **Authorisations on your ANZ Visa Debit Card will restrict money available in your account**

If you have an ANZ Visa Debit Card, a merchant can get an 'authorisation' to check that you have enough money in your account to buy those goods or services. Merchants usually get an authorisation when you will pay for those goods or services later.

Once a merchant gets an authorisation, it restricts the money that's available in your account by the amount of that authorisation. The authorisation can hold this money for up to 30 calendar days.

For example, you check into a hotel. You'll be staying at the hotel for one night, and your accommodation will cost \$180. The hotel gets an authorisation on your ANZ Visa Debit Card for this amount. You have \$300 in your Everyday Account. The authorisation means you can only access \$120 on your ANZ Visa Debit Card until you pay for your accommodation or until the end of 30 calendar days.

## **PROTECTING YOUR ANZ VISA DEBIT CARD**

### **You can help stop unauthorised use of your card by protecting your PIN**

You must do everything you can to protect your PIN for your ANZ Visa Debit Card. You must take the following steps:

- Memorise your PIN – don't write your PIN down.
- Always keep your PIN confidential. Don't tell it to others, including your family or anyone who appears to be in a position of authority, including people who claim to be our staff, or the police.
- Take all reasonable care when using your PIN so no one else sees it. For example, take care no one sees you enter it when using EFTPOS, a contactless payment terminal or an ATM and don't change your security details in a public place.
- Select a PIN that is different from your other PINs.

### **You can help stop unauthorised use of your cards by protecting your ANZ Visa Debit Card**

You must do everything you can to protect your card, including taking the following steps:

- Ensure that your card is protected at all times from misuse or any form of unauthorised use.
- Only you can use your card. We may cancel your card if it is used by anyone other than you.

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## Temporary block

You can activate a temporary block to block transactions on your card. You can activate a temporary block by calling us on the relevant telephone numbers set out in 'How to contact us' on page 1 of these Terms and Conditions.

You can remove a temporary block at any time by calling us on that same number.

Activating a temporary block does not report your card as lost or stolen. If your card is lost or stolen, you must report it to us immediately as set out below.

When you activate a temporary block:

- your card can't be used for any transactions, unless those transactions were authorised or occurred before you activated the temporary block but weren't yet processed
- you will still be able to view balances to your account using your card at ATMs
- you will still be able to make transactions on your accounts, as only your card will be blocked
- any fees will continue to be charged.

## When to contact us immediately

You must call us immediately on the relevant telephone numbers set out in 'How to contact us' on page 1 of these Terms and Conditions or contact any ANZ branch, if:

- you lose your card or it's stolen, even if you have activated a temporary block
- someone else knows, or you suspect someone might know, your PIN
- you believe someone has used or might have used your card without your authority.

If you call us, we may need you to come into a branch to confirm what has happened in person. We'll need full information about what has happened in case we need to contact the Police.

## Your responsibility for unauthorised use of your ANZ Visa Debit Card

We've explained in the table below what losses and costs you'll be responsible for if someone uses your card without your authority:

| What's happened?  | Your responsibility before you report it to us  | Your responsibility after you report it to us |
|---|---|---|
| You've acted in a way we believe is fraudulent or negligent.                                    | You're responsible for all losses and costs.  | You're responsible for all losses and costs.  |
| We believe you contributed to the unauthorised use of your card.                                | The lower of: <ul style="list-style-type: none"><li>• The loss existing when you told us.</li><li>• The maximum amount you could access using your card over that time.</li></ul> | No responsibility.                            |
| You weren't fraudulent or negligent and didn't contribute to the unauthorised use of your card. | No responsibility.  | No responsibility.                            |

We'll consider you've contributed to the unauthorised use of your card if you have breached any of:

- these Terms and Conditions; and
- the ANZ Savings & Transactions Products Terms and Conditions.

You agree that the table above applies whether or not you have loaded a temporary block on your card.

## Our responsibility for unauthorised use of your ANZ Visa Debit Card

We'll refund the amount of any unauthorised transactions on your card where we agree you didn't contribute to the unauthorised transaction and any of the following happen:

- Someone forged your card.
- We mistakenly issued your card to someone else.
- Our employees or agents acted fraudulently or negligently.
- There are faults with EFTPOS machines, a contactless payment terminal, the EFTPOS system, your card, unless those faults are obvious or we made information about those faults public. However, we are not responsible for any loss caused by events beyond our control. For example, we're not responsible if you can't use your card because the electricity, internet connection, or phone networks are down. We're not responsible if any third party services we rely on to help us provide our services, such as a temporary block, are not available. We're also not responsible for loss caused by third party products or services, or the temporary block.



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We won't refund any transaction where you or a cardholder acted in a way we believe is fraudulent or negligent, or we believe you contributed to the unauthorised use of your card.

## CANCELLING YOUR ANZ VISA DEBIT CARD

To cancel your card, please call us on the relevant telephone numbers set out in 'How to contact us' on page 1 of these Terms and Conditions or contact your ANZ branch. You should then cut your card in half through the magnetic strip and dispose safely. If we believe we have a good reason to do so, we can cancel your card. We can do this at any time and without letting you know first. We can also refuse to renew, return, or replace your card.

If your account is closed, or you don't have authority to use the account, you must call us on the relevant telephone numbers set out in 'How to contact us' on page 1 of these Terms and Conditions to cancel your card immediately. You should then cut your card in half through the magnetic strip and dispose safely. You're responsible for any transactions made using your card, until we've cancelled all the ANZ Visa Debit Cards for that account.

## CARDS YOU REPORT AS LOST OR STOLEN

When you report your card as lost or stolen:

- Your card can't be used for any transactions, unless those transactions were authorised or occurred before you reported your card as lost or stolen, but weren't yet processed.
- You will still be able to make transactions on your accounts, as only your card will be blocked.

You can ask us to issue you a replacement card. If you're overseas, and you've lost your card, or it's been stolen or damaged, we won't replace your card until you're back in the country in which the card was issued – we do this for security reasons and for your protection. If your card is lost, we charge a fee to issue you a new card. See the relevant ANZ Visa Debit Card Fees and Charges Brochure on our website or at your ANZ branch for any fees that may apply.

### Governing Law

These Terms and Conditions are governed by, and shall be construed in accordance with, the Law in force in the jurisdiction in which your nominated linked account(s) is held with ANZ. You and ANZ agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under that Law.

### APS 222 Disclosure

You acknowledge that where ANZ is a subsidiary of Australia and New Zealand Banking Group Limited:

- a) it is a separate entity to Australia and New Zealand Banking Group Limited and the obligations of ANZ under this Agreement do not constitute deposits or other liabilities of Australia and New Zealand Banking Group Limited; and
- b) ANZ is not an authorised deposit taking institution within the meaning of the laws of Australia, and Australia and New Zealand Banking Group Limited does not guarantee the obligations of ANZ.