

# ANZ VISA PAYCARD

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CONDITIONS OF USE  
17.02.2016



# ANZ Consumer Finance

## Postal address

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

## For payments

PO Box 607  
Melbourne, Victoria 3001

## Cardholder enquiries

ANZ Cards  
13 22 73

Hearing and Speech impaired customers can utilise the TTY (telephone typewriter) service by calling 1300 366 255

## Lost or stolen cards, suspected unauthorised transactions or divulged PINs

24 hours a day  
Melbourne (03) 9683 7047  
Freecall™ 1800 033 844

## Lost or stolen cards

Cards lost in Australia or overseas can be promptly reported via the numbers listed above.

## Lost, stolen or divulged PINs

If you suspect that someone else knows your PIN, contact ANZ immediately. You can request a new PIN to be mailed to you by calling 13 22 27.

Emergency telephone numbers are also displayed on, or within the immediate vicinity of, all ANZ ATMs in Australia.

## Lost, stolen or divulged passwords

For passwords used on-line, call 13 33 50.  
For all other passwords, call 1800 033 844 (24 hours a day).

*Freecall™ is a registered trademark in Australia of Telstra Corporation Limited ABN 33 051 775 556*

**Important notice**

This document does not contain all the precontractual information required to be given to you.

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## Introduction

The credit contract governs the operation of the ANZ Visa PAYCARD account and ANZ Rewards Visa PAYCARD account and your use of the card. It is important that you read and understand the credit contract.

*Please contact ANZ if you do not understand, or are unsure about any aspect of the credit contract.*

You should also read your ANZ Electronic Banking Conditions of Use in Part B which sets out your rights and obligations involving conducting electronic transactions of your account for example, ATMs, EFTPOS, credit cards, online payments, internet banking and BPAY. ANZ warrants to comply with the requirements of the ePayments Code which is applicable to all 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.

Finally, you should also read the notice **'Things you should know about your proposed credit contract'** which is included in this booklet following the Conditions of Use.

Information on current interest rates, ANZ fees and government charges is also available at any ANZ branch, at [www.anz.com](http://www.anz.com) or by calling the cardholder enquiries number at the front of this booklet.

## Meanings of words

The following definitions apply throughout these Conditions of Use unless otherwise stated:

**'account'** means any ANZ account which can be operated by a card and which the account holder has nominated for use in this way, and includes a Visa PAYCARD account;

**'account holder'** means the person in whose name the card account has been opened;

**'additional cardholder'** means a person nominated by the account holder to be issued with a card;

**'ANZ'** means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 and its successors and assigns;

**'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;



**'card or Visa PAYCARD'** means a card issued by ANZ to you for use on your ANZ Visa PAYCARD or ANZ Rewards Visa PAYCARD account;

**'card account or Visa PAYCARD account'** means the account set out in the Letter of Offer or any other account opened in accordance with this credit contract, for example, if your card is lost or stolen (see Condition (26)(d));

**'cardholder'** or **'you'** means anyone who has been issued with a card by ANZ at the account holder's request to operate an account. This includes the account holder;

**'cash advance'** means a debit to the card account (whether or not the card account is in credit or in debit):

- (a) which results in you receiving actual cash (whether at a branch or via electronic equipment or by other means and whether in Australian currency or in a foreign currency);
- (b) where the funds are used to purchase 'cash equivalent' items or substitutes including, but not limited to, traveller's cheques, money orders, wire transfers or international money transfers, or for transactions for gambling or gaming purposes;
- (c) where the funds are used to pay a bill at a bank branch or via an approved agent of the biller (for example, when funds are used to pay tertiary fees or utility bills);
- (d) where the funds are used by you to make payment to a person who does not accept credit payments from the card account. This may include payments through the BPAY<sup>®</sup> Scheme, ANZ Internet Banking and ANZ Phone Banking; or
- (e) where the funds are credited to any other account held by you or a third party with ANZ or another financial institution;

**'credit contract'** means the Letter of Offer, the ANZ Electronic Banking Conditions of Use and these Conditions of Use;

**'direct entry'** means the process that enables organisations to transfer money into your card account or debit money from your card account. The authority for the transfer is initiated by a third party under your written instructions;

**'inactive account'** means a card account that has not been operated either by deposit or withdrawal for a period of 24 months;

**'Informal Overlimit Amount'** means an amount we provide under Condition (2)(c)

**'Letter of Offer'** means the letter ANZ sends to the account holder offering a particular Visa PAYCARD account;

**'minimum repayment warning'** is a legislative requirement and appears on every statement of account. It gives you an idea of:

- (a) how long you may take to pay off the Closing Balance and an estimate of how much interest may be charged by making only the 'Minimum Monthly Payment' or an equivalent amount shown in the warning each month; and
- (b) How much you may need to pay in order to repay the Closing Balance in around 2 years, including an estimate of how much interest you will be charged and how much interest you may save (compared to only making the Minimum Monthly Payment or an equivalent amount shown in the warning) by repaying the Closing Balance in this time.

**'overdue amount'** means any 'Minimum Monthly Payment' that remains unpaid from previous statements of account;

**'overlimit amount'** means the amount by which, at any time, the outstanding balance of the Visa PAYCARD account (including any Informal Overlimit Amount) exceeds the approved emergency credit limit;

**'periodical payment'** means a regular and automatic transfer of funds from or to your card account. The authority for the transfer is initiated by you ;

**'PIN'** means personal identification number, that is, the code of numbers or letters that you use with your card through electronic terminals;

**'purchase price'** is:

- (a) the actual amount payable by you to a merchant for the supply of goods or services; or
- (b) the amount of a cash advance,

for which ANZ has made payment, or will make payment, to the merchant or the merchant's bank (whether or not the same amount is paid by ANZ to the merchant or merchant's bank); and

'transaction' means any purchase or cash advance.

## The credit contract

### (1) Agreeing to the terms of the credit contract

ANZ is the credit provider for this credit contract. The account holder accepts ANZ's offer to provide credit on the terms and conditions in the credit contract when the card account is first used (for example, when you first use your card, have a balance from a different account (being another account the account holder holds with ANZ or another financial institution) transferred to this card account or make a payment to the card account).

## The emergency credit limit

### (2) The emergency credit limit

- (a) The account holder's emergency credit limit is set out in the Letter of Offer.
- (b) From time to time, there may be a debit made to your Visa PAYCARD account which, if processed, would temporarily result in the outstanding balance exceeding your emergency credit limit. ANZ has an Informal Overlimit service to help you in these circumstances.
- (c) When a debit is initiated which, if processed, would result in the outstanding balance temporarily exceeding your emergency credit limit, you make a request for an Informal Overlimit amount. ANZ will consider your request for an Informal Overlimit amount and, if both the debit and the account holder satisfy ANZ's credit criteria for Informal Overlimit amounts, ANZ will allow the debit to be processed as an Informal Overlimit amount, on the following terms:
  - interest will be charged on the Informal Overlimit amount at the interest rate for purchases, cash advances and other payments (see Condition (19));
  - the Informal Overlimit amount and any interest on that amount will be debited to your Visa PAYCARD account; and
  - you must repay the Informal Overlimit amount on the earlier of:

- the time shown on the next statement of account after the Informal Overlimit amount is debited to your Visa PAYCARD account; and
  - the day that is 60 days after the day on which the Informal Overlimit amount is debited to your Visa PAYCARD account.
- (d) By processing a debit as an Informal Overlimit amount, ANZ is not increasing the account holder's credit limit.
- (e) Any withdrawal, transfer or payment from the Visa PAYCARD account will be made first from any positive (Cr) balance and secondly from any available emergency credit in the Visa PAYCARD account. An Informal Overlimit amount will only be provided if there is no available credit in the Visa PAYCARD account and both the debit and the account holder satisfy ANZ's criteria for Informal Overlimit amounts.
- (f) If you want to avoid exceeding your emergency credit limit, you should ask ANZ:
- how to have ANZ decline transactions you initiate that will take you over your emergency credit limit - please note that this service is not available for all transactions types (for example, it is not available for a transaction that is not electronically authorised such as a purchase that is manually debited to your Visa PAYCARD account if EFTPOS is not available). Please ask for our ANZ Visa PAYCARD Overlimit Opt Out Form; and
  - about ways in which you can monitor the balance of your Visa PAYCARD account.

## Using the card account

### (3) How you can use the card account

- (a) The card account must be used wholly and exclusively for your private and domestic use. As such, the Code of Banking Practice applies to the use of the card account.
- (b) You must not use the card account for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction you are in.

#### **(4) Allowing use by others**

- (a) ANZ may issue an additional card to any person the account holder nominates, provided that person is over the age of 16 years.
- (b) The account holder is responsible to ANZ for the operation by an additional cardholder of the card account and any other account linked to the card account. If an additional cardholder does not comply with the credit contract, the account holder will be liable to ANZ. The account holder should therefore ensure that each additional cardholder receives a copy of the credit contract and reads and understands it.
- (c) The account holder acknowledges and agrees that any additional cardholder can:
  - (i) operate the card account and any account linked to the card account in the same way that the account holder can (however, an additional cardholder can not ask ANZ to increase the emergency credit limit or nominate another person to receive an additional card); and
  - (ii) obtain information about the card account and any accounts linked to the card account in accordance with the law and with any authorisation given by the account holder. For example, certain authorisations are given by the account holder when the application form is signed.

#### **(5) Visa PAYCARD acceptance**

- (a) A card will normally be honoured by financial institutions and merchants displaying the Visa Card symbol. However, 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 card.
- (b) The price the merchant charges for goods and services purchased using the card account may vary from the price a merchant charges for the same goods and services purchased with cash.
- (c) Unless required to do so by law ANZ does not accept any liability:
  - (i) if any financial institution or merchant displaying a Visa Card symbol refuses to accept or honour a Visa PAYCARD; and

- (ii) for goods or services purchased with a Visa PAYCARD.
- (d) Any complaints about goods or services purchased with a card must be resolved directly with the merchant concerned.

## **(6) Card validity and expiry**

For security reasons, your card must immediately be signed by the person in whose name it has been issued and must only be used within the 'valid from' and 'until end' dates. Further, the account holder must ensure that as soon as any card issued in relation to the card account expires, it is destroyed, by cutting it diagonally in half.

## **(7) Using your Visa PAYCARD outside Australia**

All charges, purchases and cash advances will be converted into Australian Dollars. Transactions will either be converted directly to Australian dollars or will be first converted from the currency in which the transaction was made to US dollars and then converted to Australian dollars by Visa International. The conversion rate used is a wholesale market rate selected by Visa International from a range of wholesale rates one day before the transaction is processed by Visa. Visa determines the method of converting foreign currency transactions. In most cases the conversion rate applied to refunds of a transaction will be different to the conversion rate applied to the original transaction.

# **Transactions on your card account**

## **(8) Transactions on the card account**

- (a) The account holder agrees that ANZ can debit the card account with all transactions authorised by you. Transactions can be authorised by you by:
  - (i) using your card, alone or together with your PIN, in conjunction with any electronic equipment;
  - (ii) presenting your card to a merchant and signing a voucher or other documentation acceptable to ANZ authorising the transaction; or
  - (iii) providing the card account details to a merchant or to any other party to whom

payment is to be made, either directly or via a third party, in a manner acceptable to ANZ, for example, over the phone or on-line.

- (iv) transferring funds electronically using ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Phone Banking.
- (b) You can authorise a transaction 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.
- (c) When you authorise a transaction:
  - (i) 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 advance;
  - (ii) the account holder is agreeing to pay (in Australian Dollars) the amount of that transaction; and
  - (iii) you agree that ANZ provides you with credit equal to the amount of the emergency credit limit used, or any Informal Overlimit amount provided, when you make the transaction, on the date which you make the transaction.
- (d) Despite any other provision in these terms and conditions, ANZ may permit you to make payments to the credit card account or undertake cash advances at an agent, contractor or service provider of ANZ. Where such payments or cash advances are permitted by ANZ, the time for processing the relevant credits or debits to the credit card account may vary. Limits may also be imposed on the amount or types of payments or cash advances that may be made at an agent, contractor or service provider. Details of any processing times and limits will be published on <http://www.anz.com.au/personal/ways-bank/>

### **(8.1) Anti Money Laundering and Sanctions**

- (a) You agree that ANZ may delay, block or refuse to process any transaction without incurring any liability if ANZ suspect that the transaction:
  - (i) may breach any laws or regulations in Australia or any other country;
  - (ii) 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

- (iii) may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.
- (b) You must provide all information to ANZ which ANZ reasonably requires in order to manage anti-money laundering or counter-terrorism financing and economic and trade sanctions risk or to comply with any laws in Australia or any other country.
- (c) You agree that ANZ may disclose any information concerning yourself to:
  - (i) any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere; and
  - (ii) any Correspondent ANZ use to make the payment for the purpose of such law or regulation in Australia or elsewhere; and
- (d) Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement.
- (e) You declare and undertake to ANZ that the processing of any transaction by ANZ in accordance with your instructions will not breach any laws or regulations in Australia or any other country.

## **(9) Cash advances**

- (a) You can obtain cash advances using your Visa PAYCARD. The minimum amount for any cash advance available from ANZ ATMs is \$20. The amount may vary for cash advances obtained overseas. The minimum amount of any cash advance may also vary between financial institutions.
- (b) ANZ may impose limits on the amount you can withdraw by way of a cash advance. Any limit on the amount of a cash advance will be advised prior to or at the time the request for a cash advance is made.
- (c) You may be required to produce suitable identification which shows you are the cardholder when requesting a cash advance.



## **(10) Authorisations**

- (a) Before any transaction is made, the merchant or other person involved in the transaction may obtain an authorisation for the transaction. This authorisation is for the purpose of establishing that there are sufficient funds available in the card account for the transaction.
- (b) Once the authorisation is obtained, it will reduce the amount of available funds in the card account. If the purchase or other transaction is not completed, the amount of available funds in the card account may continue to be reduced for up to six ANZ business days after the authorisation is obtained.

## **(11) Recurring transaction and other standing authorities**

- (a) You can, at any time, authorise another person or company (merchant) to transact on the card account.
- (b) 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. Until you cancel the authority, the merchant is entitled to request ANZ to debit the card account and ANZ is obliged to process any request in the ordinary course. If the merchant does not comply with your request to cancel the authority, you must send ANZ a copy of your correspondence with the merchant to enable ANZ to dispute the relevant transaction(s) on your behalf according to the procedure in clauses 11.1 and 11.2.
- (c) In some circumstances, if your card account number changes (for example, if your card account is closed or your card is lost or stolen), or your card is cancelled and you fail to provide alternative payment details (for example, your new card account number) to the merchant, ANZ may stop processing the transactions, after giving notice to the merchant, and this may cause the merchant to stop providing the goods and services.

### **(11.1) Reversing a transaction**

You may be entitled to reverse (chargeback) a transaction where you have a dispute with a 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 ANZ if you believe you are entitled to reverse a transaction. If ANZ is satisfied after investigation that you are entitled to reverse a transaction, it will credit your account for the amount initially debited for the transaction.

### **(11.2) Time limits for reversing a transaction**

You should notify ANZ immediately of a disputed transaction. Credit card scheme operating rules impose time limits after the expiry of which ANZ is not able to reverse a transaction. The minimum time limit generally applicable is 90 days after the disputed transaction but some time limits are longer. In some cases where the ePayments Code applies, the time limits may not apply. If you do not notify ANZ in time, ANZ 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. ANZ is not responsible for any loss to you if you do not ask ANZ to reverse a transaction within an applicable time limit.

### **(11.3) Verified by Visa transactions**

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

## **Statements of account**

### **(12) When will the account holder receive a statement of account?**

- (a) ANZ will issue a statement of account to the account holder each month unless:
- (i) at the end of the statement period the card account balance is less than \$10 (or any other limit prescribed by law) and no amounts have been entered on the card account since the previous statement period;
  - (ii) the account holder has been in default during the statement period and for the last two (2) statement periods and ANZ has determined not to provide, and has not provided further credit;
  - (iii) the account holder has died or is insolvent and the account holder's personal representative or trustee in bankruptcy has not requested a statement of account; or

- (iv) ANZ is otherwise excused from sending the account holder a statement by law.
- (b) For the purposes of this condition (12), an account with a positive (credit) balance at the close of the statement period will be deemed to be an account with a balance of less than \$10.

### **(13) What will appear on the statement of account?**

- (a) The monthly statement of account will detail all amounts processed to or from the card account during the statement period, including any refunds or payments made as well as any fees and charges incurred on the card account.
- (ab) The statement of account will also include a minimum repayment warning. This information is intended as a guide only and you should always refer to the payment details contained in the 'Payment Summary' box on your statement.
- (b) Where there is an amount debited to the statement of account, it will be made up of one or more of the following:
  - (i) the purchase price (and the Australian dollar equivalent for overseas purchases) of all goods and services purchased by use of the card account;
  - (ii) the amounts of all cash advances charged to the card account (and the Australian dollar equivalent for overseas cash advances); and
  - (iii) the charges (including credit fees and charges and interest charges) set out elsewhere in the Conditions of Use or Letter of Offer (or both).
- (c) The statement of account will always be expressed in Australian dollars and must be settled in Australia with Australian dollars.
- (d) The account holder should check each statement of account carefully once it is received and immediately notify ANZ of any transaction the account holder believes to be an unauthorised or disputed transaction or any other error. Details of ANZ's dispute resolutions procedure is set out in Condition (27).

# Making payments to your Visa PAYCARD account

## (14) Repayment obligations

The statement of account shows how much the account holder must pay to ANZ and when those amounts are payable.

### 14.1 Amounts payable immediately

The greater of:

- (i) overlimit amounts; and
- (ii) overdue amount,

will be shown on statements of account as being payable immediately.

### 14.2 Amounts payable by the 'Due Date'

- (a) The account holder must make the Minimum Monthly Payment shown on a statement of account by the 'Due Date' shown on that statement of account.
- (b) The 'Due Date' is 14 days from the end of the statement period. If the 'Due Date' would fall on a day that is not an ANZ business day, the 'Due Date' will be the next ANZ business day.

If a 'Payable Immediately' amount appears on your monthly statement of account, you will need to pay this amount in full as soon as you receive your statement. This 'Payable Immediately' amount is payable in addition to the Minimum Monthly Payment.

## (15) How to make payments to the Visa PAYCARD account

- (a) You can only make payments to the card account:
  - (i) by transferring funds from a linked account using ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Phone Banking;
  - (ii) by making payment using BPAY;
  - (iii) by depositing funds, or transferring funds from a linked account, at selected ANZ ATMs;
  - (iv) by arranging for payment by direct entry or periodical payment;

- (v) by sending a cheque drawn on an Australian financial institution or money order to the address at the front of this booklet (ANZ will not accept cheques drawn on a foreign financial institution);
  - (vi) by depositing funds at any ANZ branch within Australia; and
  - (vii) in any other way ANZ agrees with you.
- (b) Please note that a reversal or refund of charges to the card account is not a payment to the card account.

## Processing of transactions by ANZ

### (16) When transactions will be applied to the card account

- (a) All transactions will be processed to the card account on the date they are received by ANZ and are effective as at the date of the transaction. The date that ANZ receives a transaction for processing may not be the date the transaction was made. For example, ANZ may be provided with information concerning a card purchase a number of days after the purchase was actually made.
- (b) ANZ may process transactions received by it on a particular day in any order it sees 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 ANZ on that day.

### (17) When payments are considered to be made

- (a) Payments and other credits (including credits for returns of purchased goods) will not be treated as made until the date on which those payments or other credits are applied to the credit card account in the ordinary course of business. The following rules generally apply:
  - (i) If the payment is made by mail, it will be credited to the card account by ANZ on the date of receipt. You should allow a suitable amount of time, for the mail to reach ANZ.
  - (ii) Payments made at ANZ ATMs and via ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Phone Banking will be credited to the card account as at the date they are made, provided they are made prior to the relevant

cut over time, Monday to Friday, excluding national public holidays. Current cut over times are as follows:

- (A) ANZ ATMs: 4pm Melbourne time.
- (B) ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Phone Banking: 10pm Melbourne time (except for BPAY payments drawn from current ANZ accounts and Pay Anyone transfers, where the cut over time is 6pm Melbourne time).

Payments made after these times will be credited as at the following ANZ business day.

Payments made from non-ANZ accounts to an ANZ card account are subject to the cut over time of the other financial institution.

- (b) Deposits made at ANZ ATMs may be subject to verification by an ANZ officer before they are processed to the card account or are otherwise available to you.
- (c) Cash payments at ANZ branches within Australia are available for use as soon as they have been credited to the account.
- (d) If you make cheque or other non-cash deposits to the card account, ANZ may defer making available the additional available funds arising from the deposit until three working days (or such longer period as notified to you) after the date of the deposit, being the general time for funds to be cleared.
- (e) ANZ may, at its discretion, allow you to use the proceeds of the cheque or other such payment before cleared funds have been credited to the card account. If ANZ does this, it will advise you if the cheque or other non-cash deposit is subsequently dishonoured, and will debit the card account by the value of the dishonour (but only if the deposit has previously been credited to the card account).

## Application of payments

### (18) How payments are applied

Payments that are made to the card account will be applied in the following order, towards the payment of:

- (a) unpaid government duties, taxes, ANZ fees, interest charges and ANZ Credit Card Insurance premiums that are shown on any statement of account;
- (b) ANZ fees that have been incurred but are yet to appear on any statement of account;
- (c) cash advances that are shown on any statement of account;
- (d) purchases that are shown on any statement of account;
- (e) cash advances that have been incurred but are yet to appear on any statement of account; and
- (f) purchases that have been incurred but are yet to appear on any statement of account.

## Interest

### **(19) The interest rate for purchases, cash advances and other payments (debit interest)**

When ANZ has approved the account holder's card application, ANZ will advise the account holder of the annual percentage rate used to calculate the interest charges on the card account. The statement of account also sets out the annual percentage rate. If any changes are made to the annual percentage rate, the account holder will be given notice in accordance with Condition (32.1).

### **(20) How debit interest is calculated**

- (a) Interest is charged on both purchases and cash advances (except to the extent that a purchase or cash advance may be drawn against credit funds). The interest charge is calculated each day by applying ANZ's daily percentage rate (the annual percentage rate divided by 365) to the account holder's daily unpaid balance relating to each unpaid purchase or cash advance from:
  - (i) the date on which you made the purchase or obtained the cash advance, if the date on which you made the purchase or obtained the cash advance was after the start of the statement period to which the statement of account relates; or
  - (ii) the first day of the statement period to which the statement of account relates, if the date on which you made the purchase or obtained

the cash advance was before the start of the statement period to which the statement of account relates, until the amount of the purchase or the cash advance is paid in full. The interest charge will be debited on the closing date of each statement period.

- (b) The total interest charge (calculated up to and including the statement date) is then included in the 'Closing Balance' on the statement of account.
- (c) Contract stamp duty, other government charges, previously billed interest charges and ANZ Fees are included in the balance on which the interest charged is calculated. Interest is charged on these fees, duties and other charges in the same way interest is charged on purchases and cash advances, as described in clauses 20(a) and (b).

## **Fees and charges**

### **(21) Bank fees and charges**

- (a) ANZ reserves the right to charge the card account with fees and charges for the provision and operation of the card account. The fees and charges applicable to the card account are those shown in the Letter of Offer and in the ANZ Personal Financial Services Fees and Charges booklet, as varied from time to time.
- (b) ANZ is irrevocably authorised to debit an annual fee and a rewards program services fee (if applicable) for operating the card account. Details of the annual fee and any rewards program services fee are disclosed in the Letter of Offer, and may be varied from time to time. Both the annual fee and the rewards program service fee will be debited to the card account on the first statement of account after acceptance of the credit contract and after that annually in advance until the card account is closed and is paid in full (except where the Letter of Offer otherwise provides). No refund of either fee is payable when the card account is closed.
- (c) ANZ is also irrevocably authorised to debit any credit fee or charge applicable to the card account.



- (d) The monthly statement of account will detail all fees and charges applied to the card account during the relevant statement period.

## **(22) Government Fees/Charges**

Any government duties, taxes, rates or other charges incurred in respect of receipts or withdrawals made to or from the card account will be payable by the account holder.

## **Commissions and related payments**

### **(23) Amounts that may be included in the purchase price**

Various amounts of commissions, fees and charges may be paid to or by ANZ when you use your Visa PAYCARD. These include an amount which may be received by ANZ from a merchant or a merchant's bank for ANZ paying debts incurred by you. This amount is unascertainable at the time of entering the credit contract.

### **(24) Other commissions**

Any commission earned by ANZ on credit-related insurance products is set out in the Letter of Offer or the Product Disclosure Statement.

## **Visa PAYCARD Security**

### **(25) Keeping your card and PIN secure**

The security of your 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 card. You must:

- (i) sign the back of your card immediately upon receipt;
- (ii) on the expiry date destroy your card by cutting it diagonally in half;
- (iii) not let anyone else use your card;
- (iv) take reasonable steps to protect your card from loss or theft; and

- (v) notify ANZ immediately you become aware that your card has been lost or stolen, or your card or the card account details (for example, the number and expiry date of your card) have been used by someone else without your authority.

**The ANZ Electronic Banking Conditions of Use in Part B set out additional security requirements in relation to electronic access processes, including your card and PIN.**

## **(26) What happens if your Visa PAYCARD is lost or stolen**

- (a) You must make a report to ANZ immediately that you become aware that:
  - (i) your card has or may have been lost or stolen; or
  - (ii) your card, or the card account details (for example, your card number and expiry date) have or may have been used by someone else without your authority.
- (b) The best way to make the report is to call ANZ on the telephone numbers listed at the front of this booklet. Alternatively, or if ANZ's 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, ANZ will give you a notification number or some other form of acknowledgment. You should retain this as evidence of the time and date of your report.
- (c) if you report that a card has been lost or stolen or the card or card account details have been used by someone else without your authority, the 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 the 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 diagonally in half and return it to an ANZ branch as soon as possible.
- (d) ANZ may:
  - (i) issue the account holder with a new card account and replacement card(s); and

- (ii) transfer the balance owing and any processed transactions, periodical payments and direct debits on the closed card account to the account holder's new card account.
- (e) This credit contract will apply to your new card account and replacement card(s).
- (f) 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 ANZ, but liability will not exceed \$150. However, if you have contributed to the loss by unreasonably delaying reporting to ANZ the loss or theft of your card or the unauthorised use of the card 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 ANZ.

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

## Error or dispute resolution

### (27) ANZ's dispute resolution procedure

- (a) If you believe that an error has occurred in any transaction, charge, refund or payment, or on the statement of account, you should contact ANZ promptly on the telephone numbers listed at the front of this booklet or by visiting any ANZ branch.
- (b) To assist with ANZ's investigations you will need to provide the following information:
  - (i) your name, address, card number and account details;
  - (ii) details of the transaction, charge, refund or payment in question; and
  - (iii) the amount of the suspected error or disputed transaction, charge, refund or payment.

ANZ will contact the account holder if ANZ needs any further information.

- (c) The account holder must notify ANZ of the details of any error you believe has occurred on a statement of account as soon as possible after the date of that statement of account.
- (d) ANZ may require you to confirm in writing the details of any error which you believe has occurred in relation to a transaction, charge, refund or payment, or to a statement of account.
- (e) If ANZ requires confirmation in writing, you must supply this within 10 ANZ business days of ANZ's request. If you do not supply the written confirmation within that time, ANZ will be entitled to assume that you have withdrawn that claim.
- (f) ANZ may, at its discretion, try to resolve disputes outside the time periods set out above. However, the operating rules applicable to credit card schemes impose time limits on reporting disputed transactions, charges, refunds or payments. This may make it difficult for ANZ to resolve a dispute made outside the above timeframes. Failure to report a disputed transaction, charge, refund or payment and/or to provide written information concerning the dispute to ANZ in accordance with this condition may result in the account holder being liable for any disputed amount.

**The ANZ Electronic Banking Conditions of Use in Part B contain further information on what to do in circumstances when you believe that there has been an error involving an electronic access process, including those involving your card and PIN.**

### **(27A) Making a complaint**

If ANZ makes a mistake, or ANZ's service doesn't meet your expectations, ANZ wants to know. For the fastest possible resolution to your complaint call us on 1800 805 154 or TTY 1300 366 255; or:

- talk to staff at your local ANZ branch or business centre; or
- send a letter to ANZ Customer Response Centre via:
  - **Mail:** Locked Bag 4050, South Melbourne VIC 3205;
  - **Email:** [yourfeedback@anz.com](mailto:yourfeedback@anz.com); or
  - **Fax:** +61 3 9683 9267.

Most often ANZ will be able to solve the problem on the spot.

If it can't be resolved promptly ANZ's specialist complaints team, ANZ Customer Response Centre, will take responsibility and work with you to fix the matter quickly. ANZ's aim is to resolve the complaint within 10 working days.

If this is not possible, ANZ will keep you informed on the progress of your matter and how long ANZ expects it will take to resolve your complaint.

## ANZ Customer Advocate

If your complaint isn't resolved to your satisfaction, you can ask to have it reviewed by ANZ's Customer Advocate who will provide a free review of more difficult complaints to help achieve a prompt solution.

### Contact details

ANZ Customer Advocate  
100 Queen Street,  
Melbourne VIC 3000

**Tel:** +61 3 9273 6523

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

## Financial Services Dispute Resolution Schemes

If you are not satisfied with the steps taken by ANZ to resolve the complaint, or with the result of ANZ's investigation, you may wish to contact an alternative dispute resolution scheme.

General banking products – credit cards, home loans, deposit products

Financial Services Ombudsman Service

GPO Box 3  
Melbourne VIC 3001

**Telephone:** 1300 780 808

**Fax:** +61 3 9613 6399

**Internet:** [www.fso.org.au](http://www.fso.org.au)

## Default, Cancellation and Termination

### (28) Default

- (a) The account holder is in default under the credit contract if you have not met any of your

obligations under this credit contract. If the account holder is in default under the credit contract, or if ANZ believes on reasonable grounds that you induced it to enter into the credit contract by fraudulent misrepresentation, the outstanding balance on the card account will, at the option of ANZ, become immediately due and payable to ANZ and the card(s) relating to this credit contract will be cancelled, by ANZ giving the account holder notice in accordance with any applicable law.

- (b) The account holder undertakes to return or arrange for the return of the account holder's card and any additional cards immediately upon the account holder being notified that the outstanding balance on the card account has become due and payable.
- (c) Any reasonable amount reasonably incurred or expended by ANZ in exercising its rights in relation to the card account arising from any default (including expenses incurred by the use of ANZ's staff and facilities) are enforcement expenses and become immediately payable by the account holder. ANZ may debit the card account for such amounts without notice.
- (d) Upon payment to ANZ, in accordance with this condition, of all amounts owing on the card account, the agreement governing the operation of the card account will be terminated without the need for any further notice.

## **(29) Cancellation by ANZ**

- (a) Visa PAYCARDs remain the property of ANZ at all times.
- (b) ANZ reserves the right to close any card account at any time:
  - (i) without prior notice if:
    - (A) ANZ believes that use of the card or the card account may cause loss to the account holder or to ANZ (for example, if you are in default under the credit contract or under the conditions of use applicable to another credit facility provided by ANZ to you);
    - (B) the card account is an inactive account;
    - (C) the emergency credit limit has been exceeded (other than by use of the Informal

Overlimit service). (Note that ANZ may elect not to close a card account for this reason but the fact that ANZ has elected not to do so on one or more previous occasions does not stop ANZ from closing a card account whenever the emergency credit limit has been exceeded); or

- (ii) upon giving you not less than three months written notice.

If the card account is closed, all cards issued in relation to that card account will also be cancelled.

- (c) If the card account has a credit balance when the card account is closed, ANZ will send the account holder a bank cheque for the closing credit balance of the account (unless those funds have been remitted as unclaimed money in accordance with the law).
- (d) ANZ will not cancel any individual card(s) without good reason. ANZ reserves the right to cancel any card at any time without prior notice if:
  - (i) ANZ believes that use of the card may cause loss to the account holder or to ANZ; or
  - (ii) the card account has been cancelled or otherwise closed.

### **(30) Cancellation by you**

- (a) The account holder may close the Visa PAYCARD account at any time by making a telephone request to ANZ for closure of the card account. If the card account is closed, all cards issued in relation to that card account will also be cancelled.
- (b) The account holder may request ANZ to cancel any card linked to the card account (including any additional card) at any time by telephone. ANZ will only cancel the card when the account holder has returned it to ANZ cut diagonally in half or has taken all reasonable steps to return it to ANZ.
- (c) Telephone requests can be made by telephoning the numbers listed at the front of this booklet. Written requests should be mailed to the postal address at the front of this booklet or submitted to any ANZ branch.
- (d) If the card account has a credit balance when the card account is closed, ANZ will send the account holder a bank cheque for the closing credit

balance of the account (unless those funds have been remitted as unclaimed money in accordance with the law).

### **(31) What happens when a Visa PAYCARD has been cancelled?**

- (a) When ANZ cancels a Visa PAYCARD or ANZ receives instructions from you to cancel a Visa PAYCARD:
  - (i) ANZ will write to confirm cancellation details with the account holder; and
  - (ii) the card must not be used and must be returned to ANZ cut diagonally in half;
- (b) the account holder:
  - (i) is responsible for the use of any card (including every additional card) and of the card account until all cards (including every additional card) are returned to ANZ cut diagonally in half or until the account holder has taken all steps to return the card(s) to ANZ.
  - (ii) is responsible for any transactions debited to the card account in accordance with any direct debit request or other standing authority or any other authorised link to the card account from another credit card issued to you by ANZ, an ANZ Access Card or ANZ Internet Banking and ANZ Phone Banking until the request or authority is cancelled in accordance with the credit contract; and
  - (iii) must continue to make payments to the card account in accordance with the credit contract.
- (c) Any standing authority given by you to other parties such as monthly debits for life insurance, Wine Club etc. 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 in this way. See Condition (11) for other important information regarding standing authorities.

## **Changes to these Conditions of Use and the Letter of Offer**

### **(32) Variation of the credit contract**

ANZ may at any time change any term of the credit contract by giving the account holder notice as



follows. This clause is subject to any requirements under the ANZ Electronic Banking Conditions of Use contained in Part B.

### **(32.1) Annual percentage rate changes**

- (a) ANZ will notify the account holder of an increase in the annual percentage rate(s) no later than the day on which the increase takes effect by:
  - (i) a notice on, or with a statement of account; or
  - (ii) an advertisement in a newspaper(s) circulating in your State or Territory.
- (b) If ANZ notifies the account holder by press advertisement it will confirm the increase before or when the next statement of account is sent after the increase has taken effect.
- (c) Where ANZ reduces the annual percentage rate(s) ANZ will notify the account holder before or when the next statement of account is sent after the change takes effect.

### **(32.2) Changes to the way in which interest is calculated or applied**

ANZ will notify the account holder in writing at least 30 days before a change takes effect if ANZ changes the manner in which interest is calculated or applied or the frequency with which it is debited or credited to the card account (unless the change reduces the account holder's obligations).

### **(32.3) Repayment Changes**

- (a) ANZ will notify the account holder in writing at least 30 days before a change takes effect if ANZ changes the amount, frequency, time for payment of or the method of calculation of repayments.
- (b) However, where the change reduces the obligations of the account holder or extends the time for payment under this credit contract ANZ will notify the account holder before or when the next statement of account is sent after the change takes effect.

### **(32.4) Changes to Credit Fees and Charges**

- (a) If ANZ increases the amount of a credit fee or charge, or changes the frequency or time for payment of a

credit fee or charge ANZ will at least 30 days before the change takes effect notify the account holder in writing of the change. Alternatively, where ANZ increases the amount of a credit fee or charge notice may be given of the change by an advertisement in a newspaper circulating in your State or Territory. If ANZ notifies the account holder by a press advertisement it will confirm the change before or when the next statement of account is sent after the change takes effect.

- (b) If ANZ reduces or abolishes a credit fee or charge or extends the time for payment of a credit fee or charge ANZ will notify the account holder before or when the next statement of account is sent after the change takes effect.
- (c) if ANZ introduces a new credit fee or charge ANZ will, at least 30 days before the new credit fee or charge is introduced, notify the account holder in writing of the change.

### **(32.5) Other changes made by ANZ**

For all other changes ANZ makes to the credit contract, ANZ will give the account holder written notice of the change at least 30 days before the change takes effect, unless the change reduces the account holder's obligations or extends time for payments. In this case, ANZ will give the account holder particulars of the change before or when the next statement of account is sent to the account holder after the change takes effect.

### **(32.6) Other changes made by agreement**

Any change to this credit contract other than a change made by ANZ in accordance with Conditions (32.1) to (32.5) cannot be made except by agreement by the account holder and ANZ.

## **Privacy and Confidentiality**

### **(33) Privacy and confidentiality**

- (a) 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.
- (b) 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.

### (c) Collection, use and disclosure of information

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

- (i) to assist in providing information about a product or service;
- (ii) to consider your request for a product or service;
- (iii) to enable ANZ to provide a product or service;
- (iv) to tell you about other products or services that may be of interest to you;
- (v) to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion or provision of a product or service;
- (vi) 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);
- (vii) to consider any concerns or complaints you raise against ANZ and/or to manage any legal action involving ANZ;
- (viii) to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);
- (ix) 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
- (x) as required by relevant laws, regulations, codes of practice and external payment systems.

### (d) 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.

### (e) 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).

**(f) Providing your information to others**

ANZ may provide your information to:

- (i) 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;
- (ii) 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;
- (iii) 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);
- (iv) an organisation that assists ANZ to identify, prevent or investigate fraud, unlawful activity or misconduct;
- (v) regulatory bodies, government agencies, law enforcement bodies and courts;
- (vi) other parties ANZ is authorised or required by law or court/tribunal order to disclose information to;
- (vii) participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
- (viii) other credit providers;
- (ix) mortgage insurers and any reinsurer of any such mortgage insurer;
- (x) your guarantors (and intending guarantors) and any person who has provided security for your loan;
- (xi) any person who introduces you to ANZ;
- (xii) your referee(s);
- (xiii) your employer;

- (xiv) your joint borrower(s) or account holder(s); and
- (xv) 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).

#### (g) 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.

#### (h) ANZ Privacy Policy

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

- (i) the circumstances in which ANZ may collect personal information from other sources (including from a third party);
- (ii) how to access personal information and seek correction of personal information; and
- (iii) how you can raise concerns that ANZ has breached the Privacy Act or an applicable code and how ANZ will deal with those matters.

### **(i) Collecting sensitive information**

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

### **(j) 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.

## **General Matters**

### **(34) Visa PAYCARD reissue and replacement**

At any time, ANZ may issue a new Visa PAYCARD to you, provided the account holder has not previously requested ANZ to revoke this authority. If your card becomes faulty or damaged, the account holder may order a replacement card at any ANZ branch or by telephoning the numbers listed at the front of this booklet. All such cards are subject to the credit contract. ANZ reserves the right not to reissue a card to any cardholder.

### **(35) Inactive accounts**

If the card account is an inactive account and has a credit balance, ANZ may, if it does not close the card account in accordance with these Conditions of Use, hold the credit balance for you in a separate account until such time as the account holder claims those funds or ANZ is required to remit those funds as unclaimed money in accordance with the law, whichever occurs first.

### **(36) Certificate of balance**

A letter signed by an officer of ANZ, stating the balance of the card account, will be prima facie evidence of the amount of the account holder's liability to ANZ at the date of the letter. This letter may not include transactions, charges (including fees), refunds or payments that have not been processed by ANZ at the time the letter is prepared.

### **(37) Change of name or address**

- (a) The account holder must notify ANZ of any change of name or address (or both) as soon as possible, by:
- (i) mailing details of the change to the address listed at the front of this booklet;
  - (ii) attending any ANZ branch and providing details of the card account and the changed details; or
  - (iii) advising the call centre by phone on the number listed at the front of this booklet of the details of any change (change of address only).
- (b) ANZ will not accept a post office box address as a valid address for the account holder.

### **(38) ANZ Employees**

ANZ may provide credit to its employees or to employees of the ANZ Group on terms that are more favourable than those available to other customers. If ANZ does so, certain parts of the Consumer Credit Code (and the notice titled 'Things you should know about your proposed continuing credit contract') will not apply to such credit. For further information, employees should telephone the Cardholder Enquiries number at the front of this booklet.

### **(39) ANZ's right to combine accounts**

ANZ can combine the balances of two or more of the account holder's accounts, even if the accounts are not both credit card accounts or if they are held at different branches. This may happen when one of the account holder's accounts is overdrawn, overlimit or is in debit and another is in credit.

This means, for example, that the credit balance in one account can be used to repay the debit balance in another account. ANZ will promptly inform the account holder if it has combined any of the account holder's accounts. ANZ does not need to give notice in advance.

The account holder should not treat his or her accounts as combined unless ANZ has agreed to such an arrangement.

### **(40) Force Majeure**

To the extent permitted by law, ANZ will not be liable to you for any loss or damage (whether direct

or consequential), nor be in default under the credit contract, for failure to observe or perform any of its obligations under the credit contract for any reason or cause which could not, with reasonable diligence, be controlled or prevented by ANZ, including acts of God, acts of nature, acts of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage.

#### **(41) Notice**

- (a) ANZ can deliver a notice to the account holder personally, in which case the date of delivery is the date on which the account holder received the notice.
- (b) If ANZ mails a notice to the account holder, notice is taken to have been given on the day it would have been delivered in the ordinary course of post, if ANZ mailed it to the account holder's last known address recorded at ANZ Cards.
- (c) Where permitted to do so by law, ANZ may provide the account holder with a notice, other documents or information:
  - (i) electronically to the email address, or other electronic mail address, of the account holder last known to ANZ; or
  - (ii) to any person nominated by the account holder to receive such notices, documents or information.

#### **(42) Waiver**

Waiver by ANZ of any rights arising from a breach of the terms of the credit contract or of any rights or powers arising under the credit contract must be in writing signed by ANZ.

A failure or delay by ANZ in exercise, or partial exercise, of a right or power under the credit contract does not result in a waiver of that right or power.

You may not rely on any conduct, representation or statement by ANZ or its employees as a defence to the exercise of a right or power conferred on ANZ by the credit contract.

This provision may not itself be waived except by ANZ in writing.



### (43) Rewards program terms and conditions

Please note that separate terms and conditions govern any rewards programs affiliated with your Visa PAYCARD. Please refer to those terms and conditions to find out more about the reward elements (if any) of your Visa PAYCARD.

## PART B

### 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 TXT Banking and any other 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, 24 hours, 7 days a week.

### **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.

- 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.

<sup>1</sup> \* Registered to BPAY Pty Ltd ABN 69 079 137 518 .

## **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).

## Information statement

### Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of yourself and your credit provider, Australia and New Zealand Banking Group Limited ABN 11 005 357 522 ("ANZ"). It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact ANZ and, if you still have concerns, your Government Consumer Agency, or get legal advice.

## The contract

### 1. How can I get details of my proposed credit contract?

ANZ must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before –

- your contract is entered into; or
- you make an offer to enter into the contract, whichever happens first.

### 2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to ANZ, you must be given a copy to keep.

Also, ANZ must give you a copy of the final contract within 14 days after it is made. This rule does not however, apply, if ANZ has previously given you a copy of the contract document to keep. If you want another copy of your contract write to ANZ and ask for one. ANZ may charge you a fee.

ANZ has to give you a copy –

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

### **3. Can I terminate the contract?**

Yes. You can terminate the contract by writing to ANZ so long as –

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by ANZ has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminate the contract.

### **4. Can I pay my credit contract out early?**

Yes. Pay ANZ the amount required to pay out your credit contract on the day you wish to end your contract.

### **5. How can I find out the pay out figure?**

You can write to ANZ at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

ANZ must give you the statement within 7 days after you give your request to ANZ. You may be charged a fee for the statement.

### **6. Will I pay less interest if I pay out my contract early?**

Yes. The interest you can be charged depends on the actual time money is owing.

### **7. Can my contract be changed by ANZ?**

Yes, but only if your contract says so.

### **8. Will I be told in advance if ANZ is going to make a change in the contract?**

That depends on the type of change. For example -

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.



- you get at least 20 days advance written notice for
- a change in the way in which interest is calculated;  
or
- a change in credit fees and charges; or
- any other changes by ANZ;

except where the change reduces what you have to pay or the change happens automatically under the contract.

### **9. Is there anything I can do if I think my contract is unjust?**

Yes. You should first talk to ANZ. Discuss the matter and see if you can come to some arrangement. If that is not successful you could apply to the court. Contact the Government Consumer Agency or get legal advice on how to go about this.

## **INSURANCE**

### **10. Do I have to take out insurance?**

You can decide if you want to take out insurance or not.

### **11. Will I get details of my insurance cover?**

Yes, if you have taken out consumer credit insurance and the premium is financed by ANZ. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

You can always ask the insurer for details of your insurance contract. If you ask in writing your insurer must give you a statement containing all the provisions of the contract.

### **12. If the insurer does not accept my proposal, will I be told?**

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

### **13. In that case, what happens to the premiums?**

ANZ must give you a refund or credit unless the insurance is to be arranged with another insurer.

## GENERAL

### 14. What do I do if I cannot make a repayment?

Get in touch with ANZ immediately. Discuss the matter and see if you can come to some arrangement. You can ask ANZ to change your contract in a number of ways, for example -

- to reduce the amount of each payment; or
- to defer payments for a specified period.

### 15. What if ANZ and I cannot agree on a suitable arrangement?

If you have been unemployed, sick or there is another good reason why you are having problems with your contract, then your contract may be able to be changed to meet your situation.

You may be able to apply to the court. Contact your Government Consumer Agency or get legal advice on how to go about this.

There are other people, such as financial counsellors, who may be able to help.

### 16. Can ANZ take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact your Government Consumer Agency or the Australian Competition and Consumer Commission, or get legal advice.

### 17. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

**IF YOU HAVE ANY DOUBTS, OR WANT MORE INFORMATION, CONTACT YOUR GOVERNMENT CONSUMER AGENCY OR GET LEGAL ADVICE.**

**PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**



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