

# **ANZ VISA PAYCARD**

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CONDITIONS OF USE

01.07.23



# **ANZ CONTACTS**

## **GENERAL ENQUIRIES**

For enquiries about your card or card account go to anz.com, call ANZ Cards on 13 22 73 or visit an ANZ branch.

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

## **LOST OR STOLEN CARDS**

For lost or stolen cards, suspected unauthorised use or lost or divulged PINs or passwords please contact ANZ straight away.

Information on how to report a lost or stolen card is available on anz.com, or you can call the following numbers:

**If you are in Australia** - Freecall™\* 1800 033 844 (24 hours a day)

**If you are overseas** - +61 3 9683 7043 (24 hours a day)

\* Free call from fixed lines only. Freecall™ is a registered trademark of Telstra Corporation Limited ABN 33 051 775 556

## **ANZ COMPLAINT RESOLUTION CENTRE**

**Phone:** 1800 805 154 (8am – 7pm AEST/AEDT weekdays excluding national public holidays)

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

**Online:** Visit anz.com (Select 'Complaints and compliments' under 'Find out more', Select 'Lodge your feedback online')

**Mail:** ANZ Complaint Resolution Centre Locked Bag 4050, South Melbourne, VIC 3205

## **AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY (AFCA)**

**Phone:** 1800 931 678

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Website:** [www.afca.org.au](http://www.afca.org.au)

**Mail:** Australian Financial Complaints Authority GPO Box 3, Melbourne, VIC 3001

## **IMPORTANT NOTICE**

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

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# PART A

## CONDITIONS OF USE

### 1 INTRODUCTION

#### 1.1 Your credit contract

- (a) Your Letter of Offer and these Conditions of Use (that is, Part A of this booklet) together form the terms of your credit contract with us. They set out the terms and conditions that apply to you and any additional cardholders.
- (b) The Electronic Banking Conditions of Use, which are included for your reference in Part B of this booklet, also apply to your card account, but do not form part of the credit contract.
- (c) Part C of this booklet gives you some information about your rights and obligations, but does not form part of the credit contract.
- (d) We can amend the credit contract without your agreement (see Clause 22). These amendments can include changes to the fees and charges that you pay. If you are not happy with any changes we make, you can ask us to close your card account and terminate the credit contract under Clause 19.1.
- (e) Information on current interest rates, fees and charges is available on request.

#### 1.2 Other terms that may apply

Other terms and conditions may also be relevant to you and will be made available separately, for example reward program terms and conditions which apply if you have a rewards card.

#### 1.3 Codes that we will comply with

The Banking Code of Practice applies to your credit contract. We also follow ASIC's ePayments Code.

#### 1.4 Identification

- (a) The law imposes obligations on us to verify the identity of anyone who is authorised to use or have access to the card account. This includes you, additional cardholders, signatories and agents.
- (b) These parties must meet our customer identification process to our satisfaction (acting reasonably) before they

use a card or the card account. They may also be required to repeat the process or update those details from time to time if we reasonably believe this is necessary.

## 2 DEFINITIONS

The following definitions apply in the credit contract unless the context requires otherwise.

**'additional cardholder'** means a person you have nominated and we have accepted as an additional cardholder on your card account.

**'ANZ business day'** means any day which is not a Saturday, Sunday or Australian national public holiday.

**'card'** means an ANZ Visa PAYCARD or an ANZ Rewards Visa PAYCARD (whether in plastic or digital form) which we have issued for use on your card account and which is subject to these Conditions of Use.

**'card account'** means the account we use to record transactions under your credit contract.

**'cash advance'** means any use of your card or card account for obtaining cash or for something we reasonably consider to be similar to obtaining cash, in any currency, including any of the following:

- paying for things we reasonably consider are equivalent to or substitutes for cash, including traveller's cheques, cheques, drafts or money orders, international money transfers, crypto-currency or stored value cards;
- transferring money, including through internet banking, phone banking or mobile banking;
- paying a bill (unless it's through BPAY and where the biller accepts a credit payment from the card account for the payment);
- paying for lottery or gambling goods or services.

It also includes any transaction which the merchant, Visa or another person involved in accepting or processing the transaction treats as a cash advance, or tells us is a cash advance.

Depending on the circumstances, we may treat any of these things as a purchase instead of a cash advance.

In deciding whether a transaction is a cash advance we may rely on information provided by the merchant, Visa or another person involved. This includes information we are given about the type of business carried on by the person accepting it.

In that case we may treat all transactions with those types of businesses as a cash advance, even if it isn't something listed above (for example, transactions with businesses that sell lottery tickets).

'**credit contract**' means the Letter of Offer and these Conditions of Use (that is, Part A of this booklet).

'**Electronic Banking Conditions of Use**' means Part B of this booklet, as amended or replaced by us from time to time.

'**event of default**' means one of the circumstances referred to in Clause 21(a).

'**Letter of Offer**' means the letter we send you offering use of a card account

'**purchase**' means

- a purchase of goods or services that is not a cash advance; or
- any other use of your card or card account that we treat as a purchase.

'**we**', '**us**' or '**ANZ**' means Australia and New Zealand Banking Group Limited ABN 11 005 357 522, Australian Credit Licence number 234527, and its successors, assigns or transferees.

'**you**' means the person in whose name the card account has been opened.

A reference in your credit contract to any agreement or document includes it as amended, assigned, transferred or replaced from time to time.

### **3 ALLOWING USE BY OTHERS**

- (a) You can nominate any person who is 16 years or older to be added as an additional cardholder on your card account. If we agree we may, if asked to do so, issue an additional card to them.
- (b) You are liable for any use by an additional cardholder of any card or the card account, or any account linked to a card, including for any debits to the card account. You can dispute liability in some circumstances. See Clause 18.

- (c) Each additional cardholder must comply with relevant provisions of the credit contract, and you will be responsible for any breach if they don't.
- (d) When nominating a person as an additional cardholder, you are authorising them to:
  - (i) operate the card account and any account linked to a card in the same way that you can; and
  - (ii) access the same information that you can about those accounts.

However, some restrictions may apply.

- (e) You, or the additional cardholder, can ask us to cancel an additional card. If that happens, or if we cancel an additional card under Clause 19.2, then the additional card must not be used and should be securely destroyed (including any chip). You are still liable for any amounts that are debited to the card account as a result of use of the additional card (including transactions that have not yet been processed or under any standing authorities that have not been cancelled).

## **4 YOUR CARD ACCOUNT**

- (a) You can use your card account for purchases and cash advances.
- (b) Purchases will be allocated to your purchases transaction balance, and cash advances will be allocated to your cash advances balance. Other debits (for example fees and charges and interest) and credits (for example payments, refunds and reversals) will also be allocated to these balances.
- (c) Clause 13 describes the debits included in each transaction balance and how we calculate and charge interest on your card account if you have a debit balance.
- (d) These transaction balances together make up your card account balance (which may be a debit or a credit balance).

## **5 THE EMERGENCY CREDIT LIMIT**

- (a) You can use your card up to your emergency credit limit. Sometimes debits may be processed to your card account which result in you exceeding your emergency

credit limit. This may happen, for example, in the case of recurring transactions, direct debits, interest, fees and charges, or where the transaction isn't electronically authorised. If this happens, those amounts will form part of the relevant transaction balance and we will charge interest on them.

- (b) You must repay any amount which is over your emergency credit limit immediately and in any case within 60 days of the day on which an overlimit amount is debited to your card account.
- (c) Your emergency credit limit is set out in your Letter of Offer, and is shared with any additional cardholders.
- (d) By processing an amount over your emergency credit limit, we are not increasing your emergency credit limit.
- (e) Your emergency credit limit will only be used to the extent there is no credit balance on your Visa PAYCARD account at the relevant time. See Clause 12.3 for how we apply a credit balance on your card account.

## 6 DEBITS AND CREDITS TO YOUR CARD ACCOUNT

### 6.1 When debits and credits will be processed to the card account

- (a) We process each debit or credit to the card account on the day determined by our business processes, acting reasonably.
- (b) There may be a difference between the time and day a debit or credit arose and the time and day on which it is processed.
- (c) Timing may be affected by cut-off or processing times (including cut-off and processing times of other parties involved), weekends and public holidays, different time zones or mail delivery times, and third party system requirements (such as Visa's). Cut-off times can vary, for example different times can apply to different payment methods. We, or someone else involved, might also need more information from you before we process a debit or credit.
- (d) The Electronic Banking Conditions of Use include additional information about cut-offs and processing times which may apply. We may also publish information

on anz.com, for example if specific rules apply to any service provider we use.

## **6.2 Dating debits and credits**

- (a) We will record each debit and credit as having a transaction date, and a processing date. The processing date may be different from the transaction date.
- (b) In some circumstances we may debit an amount (including interest or fees) before the date recorded as the transaction date or the processing date (for example because the date we would have debited it is not an ANZ Business Day). This may affect the amounts available for you to use. However, we will only charge interest on that amount (if applicable) from the transaction date.

## **6.3 When payments and other credits are effective**

- (a) Payments and other credits to your card account do not form part of your card account balance until they have been processed, even if they have an earlier transaction date. Until that time, they are not taken into account for the purposes of calculating interest (if applicable), satisfying payments, or working out if your card account is overlimit. This applies even if they are available for you to use before then.
- (b) We may require some payments (for example cheques or CardPay Direct payments) to be cleared before they will be processed and/or available for you to use (which can take around four ANZ Business Days).

## **6.4 When debits are effective and when we charge interest from**

- (a) When we charge interest, we will charge it on each debit from the transaction date.
- (b) If the processing date of the debit is after the transaction date we may make adjustments to the relevant transaction balance, for example to account for interest between those dates.

## **6.5 Processing order**

- (a) Our business processes also determine the order in which we process debits and credits on any given day. This means for example that they may not be processed in the order they were made.

- (b) The processing order can affect the amount available for you to use (see Clause 8.2) and the way any credit is applied (see Clause 12.3).

## 7 USING YOUR CARD

### 7.1 How you can use the card account

- (a) You must use your card account wholly and exclusively for your personal use.
- (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.
- (c) Unless required to do so by law we do not accept any liability if any financial institution or merchant displaying a credit card symbol refuses to accept or honour a card.

### 7.2 Authorising amounts

- (a) When you or an additional cardholder authorises any transaction, including by using a card or providing card details, you agree that we can debit the amount of the transaction from your card account.
- (b) For each transaction you or an additional cardholder authorise, you are agreeing that the amount of the transaction is correct. Depending on the circumstances, we may be able to reverse a transaction if it isn't correct, but you must raise a dispute under Clause 18 first.
- (c) Except to the extent you have a credit balance on your card account at the relevant time, we treat the amount of any transaction which you or an additional cardholder authorises, as well as any fees, interest or other amounts we can debit under your credit contract as credit that we have provided to you.
  - (a) We may rely on information from other parties involved when we debit or credit amounts to your card account. You should carefully check amounts and other details at the time you use your card, and check any receipts. Tell the person accepting your card if something isn't correct.

### 7.3 Standing authorities, recurring transactions and direct debits

- (a) You or an additional cardholder can give a merchant or other party standing authority to debit your card account. This includes for recurring transactions or direct debits where the merchant or other party may debit your card

account without getting your authorisation each time, and for future transactions where the merchant or other party uses stored card details.

- (b) We will generally keep debiting the relevant amounts from your card account until the arrangement is cancelled.
- (c) The relevant cardholder must cancel any standing authority directly with the merchant or other person. You should give plenty of notice that you want to cancel, as it may take some time for them to process the request.
- (d) If the merchant or other person does not cancel the standing authority after they have been asked to then you can ask us to help you resolve the dispute under Clause 18 (you should keep evidence of your request).
- (e) In some circumstances, we may stop processing recurring or other relevant transactions even if the relevant arrangements have not been cancelled, for example if there is an event of default, or if the card has been cancelled or suspended, or your card account has been blocked or closed.
- (f) If you or an additional cardholder gets a new card (for example if a card expires or is lost or stolen and in either case a replacement issued), existing standing authorities should be cancelled and set up with the replacement card details, or your details updated as appropriate, if you want the standing authorities to continue. In some cases an existing standing authority may automatically continue (for example, under Visa's arrangements with some merchants, there may be circumstances where card details are automatically updated when a replacement card is issued). If you don't want that to happen then you must cancel the standing authority.
- (g) Different arrangements apply to direct debits. We can request the merchant or other person to cancel a direct debit if you ask us to. Please call us for more information. In addition, we will generally stop processing direct debits if your card account has been blocked or closed, and may stop them in other circumstances, for example if there is an event of default or your card has been cancelled or suspended.

## **7.4 Exchange rates used for foreign currency amounts**

- (a) All amounts transacted in a currency other than Australian dollars will be converted into Australian dollars by Visa. Visa will determine the conversion process and rate or rates used.
- (b) In some cases, the merchant or other party involved may set the exchange rate so that you can pay in Australian dollars (in this case an overseas transaction fee may still be charged).
- (c) If any amount debited to the card account in a foreign currency is later refunded or reversed, the payments made in Australian dollars to the card account may differ from the original Australian dollar amount.

## **7.5 Related charges**

- (a) The merchant or other person involved in accepting or processing a transaction, or the recipient of any money, may impose additional related charges. These include, for example, merchant surcharges, branch fees or ATM fees.
- (b) These charges are outside our control and generally we are not able to identify them on your statement. They will (where applicable) form part of the transaction amount (including for the purposes of calculating any fee we are entitled to charge for a transaction), and will be debited to the relevant transaction balance.

# **8 TRANSACTIONS ON YOUR CARD ACCOUNT**

## **8.1 Authorisations by ANZ**

- (a) Before any transaction is made, the merchant or other person involved in the transaction may obtain an authorisation for the transaction.
- (b) We can decline or refuse to authorise a transaction where:
  - you do not have sufficient credit available on your card account;
  - ATM, cash advance or other limits apply to the transaction;
  - a card has been cancelled or suspended, or your card account has been blocked;
  - we reasonably suspect fraud on a card account;

- we reasonably consider it necessary to reduce the risk of loss to you or to ANZ.
- (c) An authorisation may reduce the amount available to you on your card account (and the transaction may be shown as 'pending'). If the transaction is not completed, the amount may continue to be reduced for a period of time, usually for around six ANZ Business Days.
- (d) The amount we process to your card account may be different from the amount we authorise. For example, if the merchant has obtained authorisation for an estimated amount it can settle for a higher amount without getting another authorisation, or if the transaction is in a foreign currency the exchange rate can change before the transaction is settled. This means you could exceed your emergency credit limit when the amount is processed.

## **8.2 Indicative amount shown**

- (a) You may be shown amounts, for example at an ATM, on internet banking or mobile banking, or on a receipt or transaction summary, which are indicative of:
- the amount you are able to use in your card account (which might, for example, be referred to as 'funds', or just a '\$' figure) - this amount may reflect some, but possibly not all, debits and credits that have been made but not yet processed; or
  - the amount you owe or that is in your card account (which might, for example, be referred to as 'balance') – this amount only reflects the debits and credits which have actually been processed by us as at a specific point in time.
- (b) This means for example that:
- it may appear that you have a positive card account balance when you make a transaction, but there may not be a positive balance when that transaction is processed, and you may have to pay interest; or
  - it may appear that you have sufficient credit available to use for a transaction, but it may be declined, or there may not be sufficient credit at the time it is processed and your card account may go over your emergency credit limit.

This might be because credits are still pending, or another debit has arisen and/or been processed first.

- (c) Please see Clause 5 for further details of what may happen if you go overlimit, and Clause 6 for more information about how we process debits and credits.

### **8.3 Anti-Money Laundering Compliance and Sanctions**

- (a) You agree that we may, without providing you with any notice and without incurring any liability delay, block or refuse to process any transaction, or close your card account, if we reasonably consider or suspect that processing the transaction or keeping the card account open:
- may break any law or regulation in Australia or any other country;
  - involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United Nations, the European Union or any country;
  - may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct; or
  - may be inconsistent with or prohibited by our anti-money laundering and counter-terrorism financing or sanctions policies.
- (b) Such policies, which can change from time to time, are designed to help ANZ comply with legal obligations and to identify, manage and mitigate money laundering, terrorism financing and sanctions risks. These policies cover matters such as ANZ's approach to:
- customer due diligence;
  - monitoring transactions for indicators of unusual behaviour and reporting suspicious activities to appropriate authorities; and
  - transactions that may be connected, directly or indirectly, with sanctioned parties, jurisdictions, products or sectors of economies in certain jurisdictions.
- (c) A summary of our anti-money laundering and counter-terrorism financing policy and our sanctions policy is available on anz.com and includes, for example, a current list of relevant jurisdictions.

- (d) You must give us all the information we reasonably need to manage anti-money laundering, counter-terrorism financing and/or economic and trade sanctions risk or to comply with any law in Australia or any other country.
- (e) You agree that we may give any information about you to:
  - any law enforcement, regulatory agency or court if we must do this under any law or regulation in Australia or elsewhere; and
  - any correspondent (or agent) bank we use to make the payment for the purpose of compliance with any law or regulation.
- (f) Unless you have told us that you are a trustee of the account or are acting on behalf of someone else, you warrant that you are acting on your own behalf in entering into this agreement.
- (g) You declare and undertake to us that the processing of any transaction by us in accordance with your instructions will not breach any law or regulation in Australia or any other country.

#### **8.4 Cash advance limits**

- (a) We may impose a minimum, or limits, on the amount of cash advances available. You may ask us to change the limit we have imposed.
- (b) Other financial institutions, ATMs, merchants or service providers may also impose their own minimum amounts or limits.
- (c) You may be required to produce suitable identification when requesting a cash advance.
- (d) See anz.com for details of the current cash advance limits that apply.
- (e) See the Electronic Banking Conditions of Use for information about other transaction limits that might apply.

### **9 STATEMENTS**

- (a) We will issue a statement to you on or before the end of each statement period unless we decide not to because it is not required by law. The statement period will generally be around 30 days, ending on or around the

same day each month (taking into account weekends and public holidays).

- (b) The statement will be available electronically if you have internet banking or use mobile banking. We will also send the statement to your mailing address unless you have asked us not to, or unless the law allows us to send it to you electronically instead (in which case we may send it to you in accordance with Clause 26). It is important that you keep your contact details up to date.
- (c) You must carefully check your statement as soon as you get them. If you think there may be mistakes or unauthorized transactions, if something doesn't look right, or if you have any questions about an entry on a statement contact us immediately.
- (d) Depending on the circumstances, we may be able to reverse a transaction if it isn't correct, but you must raise a dispute under Clause 18 first.
- (e) We may allow you to check transaction details in other ways, for example on internet banking, phone banking or mobile banking.

## 10 AMOUNTS YOU MUST PAY ON YOUR CARD ACCOUNT

### 10.1 Minimum amounts you must pay

- (a) Your statement will show a 'Closing Balance', which is your card account balance calculated on the day we issue the statement as the balance at the end of the statement period. Each month, if the 'Closing Balance' is a debit amount, you will have to repay it to us in full.
- (b) The 'Closing Balance' may be shown on your statement as a 'Payable Immediately' amount and/or a 'Minimum Monthly Payment'. You have to pay both of these amounts.

### 10.2 Amounts payable immediately

- (a) We may include amounts that are immediately due in the 'Payable Immediately' amount, including any overdue amounts and any amount by which your outstanding card account balance exceeds your emergency credit limit.
- (b) You must pay any 'Payable Immediately' amount immediately.

### **10.3 Minimum Monthly Payment**

- (a) The 'Minimum Monthly Payment' will not exceed any debit 'Closing Balance' shown on your statement less any 'Payable Immediately' amount.
- (b) You must make the 'Minimum Monthly Payment' by the 'Due Date' shown on the statement.

### **10.4 How we work out the Due Date**

- (a) Unless we have agreed otherwise, the 'Due Date' in respect of each statement period is 14 days after the end of the statement period, unless we have agreed with you, or told you, that it is 25 days.
- (b) If the 'Due Date' would fall on a day that is not an ANZ business day, the 'Due Date' may be either the previous or the next ANZ business day depending on our business processes.

### **10.5 What to do if you are in financial difficulty**

You should tell us as soon as possible if you are in financial difficulty. We will, with your agreement, try and help you overcome your difficulties with managing your card account, including for example by developing a repayment plan.

## **11 PAYMENTS TO YOUR CARD ACCOUNT**

- (a) You can make payments to your card account in any way we allow. Go to anz.com for information about the payment methods available.
- (b) All payments must be settled in Australia with Australian dollars.
- (c) Your payment won't be treated as made to your card account until we have received and processed it. You should make sure you allow time for the payment to reach us, especially if you are paying from another bank or by mail. See Clause 6 for more information about processing.
- (d) When we make adjustments to your transaction balances to account for refunds and reversals, we don't treat them in the same way as payments to the card account for the purposes of seeing whether you have met your minimum payment requirements under Clause 10.1. That means you could be in default under the credit contract and/or be charged a late payment fee even though a refund or

reversal has been processed to your card account by the 'Due Date' on your statement.

- (e) In some circumstances payments can be rejected (for example, because there is an error with them). If they are subsequently processed, we will make adjustments to your transaction balances, but they may not be treated as a payment for the purposes of Clause 10. This means you could be in default, be charged a late payment fee and/or be charged interest (unless the rejection is due to ANZ's fraud, wilful misconduct or gross negligence).
- (f) If a payment made to your card account is reversed (for example because it was paid to you in error) or dishonoured, then we will debit the transaction balances the original payment was credited to accordingly, and may make adjustments under Clause 15. The amount available for you to use will also be reduced accordingly. This may mean you incur a late payment fee, exceed your emergency credit limit and/or be charged interest.

## **12 HOW WE APPLY PAYMENTS AND OTHER CREDITS**

### **12.1 How payments are applied**

If your card account balance is in debit then once a payment has been processed we will apply it in accordance with our business processes, acting reasonably, and generally against the following outstanding amounts in this order:

- (a) any interest;
- (b) any fees and charges and any other amounts other than interest and cash advance or purchase amounts;
- (c) any cash advance and purchase amounts that appeared on your last statement;
- (d) any other cash advance and purchase amounts,

and in each case first against any amounts outstanding on your cash advances transaction balance before amounts outstanding on your purchases transaction balance.

### **12.2 How we apply credit from a refund or reversal**

After it has been processed we will generally apply any credit from a refund (for example where you have returned goods or cancelled services) or a reversal (for example where the transaction was made in error or a dispute has been resolved

in your favour) to reduce any amounts forming part of the transaction balance which the relevant transaction was originally debited from (based on information provided to us).

### **12.3 How we treat a credit balance on your card account**

- (a) If you have a credit balance on your card account, then we will apply it to subsequent debits in the order determined by our business processes, acting reasonably. This will generally be based on the order those debits are processed, or the dates on which your transaction balances were set up.
- (b) See Clause 6 for more information about when we process debits and credits and the order we process them in.

## **13 INTEREST**

### **13.1 How we calculate and charge interest**

- (a) We may charge interest if you have a debit balance on your card account.
- (b) Different interest rates may apply to your purchases and cash advance transaction balances, or the same rate may apply to both.
- (c) The annual interest rate or rates that apply are the rates that we told you when we approved your card application, or that we have since agreed with you or told you under your credit contract. Your statement will also set out the current annual interest rate or rates.
- (d) Interest is calculated separately on each transaction balance as at the end of each day, using the applicable annual interest rate divided by 365.
- (e) We debit interest for a statement period (including any adjustments under Clause 6.4 or Clause 15) to your card account as at the last day of the statement period. It will be included in your 'Closing Balance' for the statement. Any interest that is not debited may be carried forward to the next statement period.

### **13.2 Amounts included in the transaction balances**

- (a) The purchases transaction balance will include:
  - purchase amounts

- fees and charges and other amounts we debit under Clause 14 other than any that we reasonably consider relate to the cash advances transaction balance
  - any other amount we are entitled to debit under the credit contract or any other terms you have agreed to, other than an amount that we reasonably consider relates to the cash advances transaction balance
  - interest debited in respect of those amounts, and on interest we have already debited.
- (b) The cash advances transaction balance will include:
- cash advance amounts
  - fees and charges and other amounts we debit under Clause 14 that we reasonably consider relate to the cash advances transaction balance
  - interest debited in respect of those amounts, and on interest we have already debited.

## **14 FEES AND CHARGES YOU MUST PAY**

- (a) You must pay:
- the fees and charges set out in your Letter of Offer;
  - any premiums for credit card insurance you agree to take out in connection with your credit contract (ANZ Credit Card Insurance not available for new customers);
  - any enforcement expenses we may charge you under Clause 21;
  - any additional fees and charges we have agreed with you or told you about under your credit contract.
- Those fees and charges may be varied from time to time under your credit contract.
- (b) We may debit those fees and charges to your card account at any time after we become entitled to charge them.
- (c) Transaction fees (for example cash advance fees and overseas transaction fees) are payable even where the related transaction amount is drawn against a credit balance.
- (d) Any annual or other periodic fees are charged for the relevant year or period or any part of it. This means, unless we agree otherwise, that we will not refund them once paid, even if a card is cancelled or your card account is closed.

- (e) You must also pay any GST or other government duties or charges that are payable in relation to the card account or any amounts debited or credited to the card account. We may also debit those amounts to your card account.

## 15 ADJUSTMENTS ANZ MAY MAKE

- (a) We may adjust a debit or credit made to the card account to ensure that it accurately records the legal obligations under this credit contract and the law, for example because of:
- an error or processing problem;
  - a payment reversal or dishonour;
  - a resolution of a dispute;
  - you asking us to move amounts between your transaction balances or pay a credit balance to you.
- (b) If we do this we may make consequential adjustments to transaction balances, including to interest. The adjustments may relate to prior statement periods.

## 16 KEEPING YOUR VISA PAYCARD SECURE

The security of your card is very important.

You and each additional cardholder must:

- (a) sign the back of the card immediately it is received, and only use it within the 'valid from' and 'until end' dates;
- (b) securely destroy the card when it expires (including any chip);
- (c) not let anyone else use the card, or have access to the card details or the PIN;
- (d) take reasonable steps to protect the card from loss, theft or misuse;
- (e) if the card is lost or stolen, or there is any unauthorised use, immediately make a report under Clause 17; and
- (f) comply with the security and other requirements set out in the Electronic Banking Conditions of Use.

You are more likely to be liable for unauthorised transactions if you don't do these things, see Clause 18.

Credit Cards remain the property of ANZ at all times.

## **17 WHAT TO DO IF YOUR CARD IS LOST OR STOLEN**

- (a) If you or an additional cardholder suspects that a card has been lost or stolen, or that the card or card details have been used by someone else without authority, it should be reported to us immediately.
- (b) We will cancel the card when you notify us. We may also cancel any other cards on your card account. The cards must not be used once the report has been made, and if applicable must be securely destroyed (including any chip). Cancellation may not become effective immediately.
- (c) We can also cancel a card if we learn in some other way that it has been lost or stolen (for example, because a third party reports that they have found it).
- (d) We may issue replacement cards. Depending on the circumstances, we may also issue you with a new card account and transfer your card account balance to it (including any subsequent debits referred to in paragraph (f)). Your existing credit contract will apply to your new card account and/or cards.
- (e) Standing authorities or other regular payment arrangements on the old cards may need to be cancelled and set up on the replacement cards. See Clause 7.3 for more information about standing authorities, recurring transactions and direct debits.
- (f) Even if a card has been cancelled under this clause, amounts may still be processed to your card account (including transactions that have not yet been processed and transactions under a standing authority (such as recurring transactions) that have not been cancelled). You may be liable for those amounts, and any related interest and fees.
- (g) If you want to dispute a transaction which happened when your card was lost or stolen or which you didn't authorise, you will need to lodge a dispute under Clause 18.

## **18 DISPUTING TRANSACTIONS AND YOUR LIABILITY**

### **18.1 How to dispute a transaction**

- (a) You can lodge a dispute about a transaction for example, because you didn't authorise it or you didn't receive the goods or services, or you think there has been an error by a merchant or another party. For details about how to dispute a transaction (including applicable time limits and the information you will need to provide) you can call us.
- (b) To the extent permitted by law, we are not responsible for incorrect amounts debited or credited to your card account where we have relied on information from other parties involved (for example Visa, or the person accepting your card), except to the extent this arises from ANZ's fraud, wilful misconduct or gross negligence.
- (c) However, depending on the circumstances you may have rights under the scheme rules or under the ePayments Code.

### **18.2 Disputing unauthorised transactions**

- (a) If you didn't authorise a purchase or a cash advance (for example because your card was lost or stolen) then you may be entitled to a reversal under the ePayments Code, or under the applicable scheme rules even if the merchant or other party doesn't accept responsibility, or we may otherwise agree to reverse the amount.
- (b) See the Electronic Banking Conditions of Use for more information about liability for unauthorised transactions.

### **18.3 Resolving your dispute under the scheme rules**

- (a) If you have a dispute with the merchant or other person who accepted your card, then in some cases we may be able to help by referring the dispute under the applicable scheme rules. This depends on the type of dispute and the circumstances. If it is successful the transaction may be reversed (sometimes called a chargeback), and we will credit any refund to your account.
- (a) It is important to lodge a dispute as soon as possible, as there are time limits which may apply under the scheme rules. ANZ does not control the time limits imposed under scheme rules. We are not responsible if you don't meet the deadlines or provide sufficient information,

including any extra information we reasonably ask for. If you unreasonably delay in providing the required information we request, we can treat the dispute as withdrawn.

- (b) In some cases the merchant or other party may not be obliged to reverse the transaction under the applicable scheme rules, for example if it was authenticated using Visa Secure (formerly known as Verified by Visa).

#### **18.4 Other important information about disputes**

- (a) We do not accept any liability for goods or services purchased with a card, and any complaints about them must be resolved directly with the merchant concerned.
- (b) If you raise a dispute under this clause, we may make adjustments (for example when we calculate interest).

### **19 CANCELLATION AND TERMINATION**

#### **19.1 Your rights to close your card account**

- (a) You can ask us to close your card account at any time by visiting anz.com, calling us, or in any other way we allow. See anz.com for more information.
- (b) When we process your request to close your card account we will cancel all cards linked to the card account. Once we have done that, the cards can't be reinstated, and you will have to reapply.
- (c) Before we close your card account, you will need to pay your outstanding card account balance.
- (d) We will only complete the closure of your card account and terminate your credit contract when we are satisfied, acting reasonably, that all outstanding amounts have been paid in and no further transactions (including, for example, any recurring transactions or other regular payment arrangements) will be debited to the card account. Until then, you will still have to pay any amounts required under the credit contract. See Clause 19.4.

#### **19.2 Our rights to cancel or suspend your cards, close your card account and terminate your contract**

- (a) In addition to any rights we have under Clause 8.3, we may cancel or suspend any card on your card account, or block or close your card account, without notice, if:

- (i) an event of default occurs and we are entitled to take further action under Clause 21;
  - (ii) you exceed your emergency credit limit;
  - (iii) we suspect on reasonable grounds that there has been, or we reasonably believe it is necessary to prevent, fraudulent or unauthorised use of the card account or any card;
  - (iv) we reasonably believe that use of the card account or any card may cause us loss, or that the cancellation or suspension, closure or block is necessary to protect ANZ's legitimate interests;
  - (v) we reasonably believe that the use of the card account or any card may cause you hardship or loss;
  - (vi) we become aware that you do not meet, or cease to meet, our eligibility requirements for any card or the card account;
  - (vii) a card or your card account has not been used for a purchase or cash advance for 12 months or more;
  - (viii) a card is not activated within 6 months of it being issued; or
  - (ix) we decide not to reissue a card under Clause 20.
- (b) If we don't give you notice before we cancel a card under paragraph (a), then we will take reasonable steps to tell you as soon as practicable afterwards.
- (c) We can also cancel or suspend any card on your card account, or block or close your card account, without giving a reason, by giving you at least three months' notice.
- (d) If we cancel a card, then we may close your card account and terminate your credit contract. However, we may not do these things immediately, and you will still have to pay any amounts required under the credit contract. See Clause 19.4.

### **19.3 What happens after closure or cancellation?**

If your card is cancelled or your card account is closed under Clause 19.1 or Clause 19.2 then:

- your card account and the cards on your card account must not be used (other than to pay amounts under Clause 19.4);
- all cards must be securely destroyed (including any chip); and
- if you have a positive card account balance when we cancel your card then we will pay you the card account balance (unless those funds have been remitted as unclaimed money in accordance with the law).

In order to pay the balance to you, we may need you to provide us with payment details.

#### **19.4 Amounts that can still be payable after closure or cancellation**

- (a) Even if you have asked us to close your card account, or cards on your account have been cancelled, debits may still be processed to the card account. This can happen, for example, if a transaction had occurred but not been processed, or if there is a transaction where authorisation is not needed, such as a recurring transaction or a transaction where systems are offline. This will apply even if you paid your card account balance to zero. If this happens, you will have to repay those amounts, together with any related interest and fees.
- (b) Standing authorities and other regular payment arrangements may not automatically be cancelled and you should cancel them directly with the merchant or other party (see Clause 7.3).
- (c) You must also continue to pay all other amounts required under the credit contract, including fees and interest. This can include annual or other periodic fees, which may continue to apply in accordance with your credit contract if you have an outstanding card account balance at a relevant time.

#### **19.5 Suspension of cards**

- (a) This clause applies if ANZ have suspended a card under Clause 19.2.
- (b) If we have suspended a card because you haven't paid an amount due then you will generally be able to start using it again once you have made those payments (unless we have cancelled the card). In other circumstances, if

appropriate, we will tell you what you need to do for the card to be reinstated.

- (c) Even if a card has been suspended, debits may still be processed to the card account. This can include transactions under a standing authority (though some transactions under a standing authority may not be processed after suspension, for example if they require authorisation which we decline). If debits are processed to your card account, you will have to repay those amounts, together with any interest, fees and charges relating to them.
- (d) You must also continue to pay all other amounts required under the credit contract.
- (e) If we suspend a card, then in our discretion we can decide to reinstate it, or we may cancel it in accordance with our rights under Clause 19.2.

## **20 CARD REISSUE AND REPLACEMENT**

We may issue a new card to you or an additional cardholder in certain circumstances (for example, if the card is faulty, damaged, lost stolen or has expired). We reserve the right, acting reasonably, not to reissue a card. That might happen where for example we need to complete or update our customer identification process, we don't have a valid Australian address for you, or one of the circumstances in Clause 19.2(a) applies.

## **21 WHAT HAPPENS IF YOU ARE IN DEFAULT**

- (a) It is an event of default if any of the following occurs:
  - you do not pay an amount due under the credit contract when it is due;
  - you do not, or an additional cardholder does not, comply with any other obligation under the credit contract, where the failure to comply is by its nature material, or we reasonably consider it materially increases our credit risk, or gives rise to a legal or reputational risk, in connection with the credit contract;
  - we believe on reasonable grounds that you obtained the credit contract by fraudulent misrepresentation; or

- we believe on reasonable grounds that you or an additional cardholder has engaged in an unlawful purpose using funds supplied to you under the credit contract.
- (b) If an event of default occurs, then we may send you a notice requiring you to remedy the default within a specified time (at least 30 days, or any shorter timeframe permitted by law).
- (c) If an event of default occurs and:
- you don't remedy the default or the default can't be remedied in the time specified; or
  - we don't have to give you notice under applicable law, then we may do any of the following:
  - reduce your credit limit;
  - require you to repay any or all of any debit balance on your card account;
  - cancel or suspend any cards on your card account, or block your card account, under Clause 19.2 (in which case Clauses 19.3, 19.4 and 19.5 will apply);
  - report your default to any credit reporting bodies;
  - charge you any enforcement expenses we reasonably incur as a result of the default;
  - assign the debts due to us by you to a debt collection agency; and
  - commence legal proceedings against you in respect of the default.

Where required by law, we will tell you if we do any of these things.

- (d) If we charge you enforcement expenses under paragraph (c) then:
- we can debit those amounts to your card account, in which case they will form part of the purchases transaction balance and we can charge interest on them under Clause 13; and
  - they may be described on your statement other than as enforcement expenses (for example, as a 'recovery fee'), and we may include them in the 'payable immediately' amount shown on your statement.

## 22 CHANGES TO THE CREDIT CONTRACT

### 22.1 Changes to the credit contract without your agreement

We can make changes to your credit contract without your agreement. If we do we will give you notice as set out below.

Type of Change	When we will give you notice	How we will give you notice
1. A change to an interest rate or rates.**	Not later than the day the change takes effect.	By public notice*** and also giving you written notice before or when we give you your next statement after the change or by written notice.
2. A change in how we calculate or charge interest (including to any interest free period) unless it is not unfavourable to you.	Not later than 30 days* before the change takes effect.	Written notice.
3. Any change in the amount, frequency, time for payment or way we calculate instalments or minimum repayments .	Not later than 30 days before the change takes effect.	Written notice.
4. A change in the amount of any fee or charge (including any new fee or charge), or a change in the frequency or time for payment of any fee or charge (unless it is not unfavourable to you).	Not later than 30 days* before the change takes effect.	By public notice*** and also giving you written notice before or when we give you your next statement after the increase or by written notice.
5. Any other change in your contract without your agreement (unless it is not unfavourable to you).	Not later than 30 days* before the change takes effect.	Written notice.

Type of Change	When we will give you notice	How we will give you notice
6. Any change referred to in row 2, 4 or 5 which is not unfavourable to you.	Before or when we give you your next statement after the change takes effect.	Written notice.

\* Or 20 days, if the change is reasonable for us to manage a material and immediate risk, or if it relates to a change to or introduction of a government charge that you pay directly or indirectly in connection with the credit contract.

\*\*Unless the rate is determined by reference to another interest rate, in which case we may not give you notice if that rate changes and it is notified in a national newspaper by another party.

\*\*\*A public notice is a notice published in a national newspaper, or any other public notice as long as the requirements of any applicable law or Code are met.

If we make a change that you are not happy with, then you can close your card account and terminate the credit contract under Clause 19.1.

## 22.2 Changes made by agreement

Any change to this credit contract, other than a change made in the way set out above, cannot be made except by agreement between you and us.

## 23 COMPLAINTS, FEEDBACK AND ERRORS

We value your feedback and acknowledge we can sometimes make mistakes or get things wrong. If you think we have made an error, please let us know immediately. To make a complaint, provide feedback or let us know about a possible error. You can talk to staff at your local ANZ Branch or Business Centre or call us. We will do our best to help resolve any issue you may have.

If you are not satisfied with our response, or do not want to talk to the customer service team, you can contact our Complaint Resolution Centre. Our specialists will work with you to resolve your complaint quickly and amicably.

If you are not satisfied with our response you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA offers free, fair, independent and accessible financial services dispute resolution.

You can find contact details at the front of this booklet.

Time limits may apply to complaints to AFCA. Please act promptly and consult the AFCA website to find out if or when the time limit relevant to your circumstance expires.

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

## 24 PRIVACY AND CONFIDENTIALITY

### 24.1 Privacy and confidentiality

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

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

In this Clause 24, 'you' includes an additional cardholder.

### 24.2 Collection, use and disclosure of information

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

- to assist in providing information about a product or service;
- to consider your request for a product or service;
- to enable ANZ to provide a product or service;
- to tell you about other products or services that may be of interest to you;
- to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion or provision of a product or service;
- to manage accounts and perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, collecting debts and market or customer satisfaction research);
- to consider any concerns or complaints you raise against ANZ and/or to manage any legal action involving ANZ;
- to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);

- to identify you or establish your tax status under any Australian or foreign legislation, regulation or treaty or pursuant to an agreement with any tax authority; and
- as required by relevant laws, regulations, codes of practice and external payment systems.

#### **24.3 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.

#### **24.4 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 [anz.com/privacy](http://anz.com/privacy).

#### **24.5 Providing your information to others**

ANZ may provide your information to:

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

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

If you do not want us to tell you about products or services, call us 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 [anz.com/privacy](http://anz.com/privacy).

## **24.6 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 [anz.com/privacy](http://anz.com/privacy).

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

## **24.7 ANZ Privacy Policy**

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

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

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

#### **24.8 Collecting sensitive information**

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

#### **24.9 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.

### **25 COMMISSIONS AND RELATED PAYMENTS**

Various amounts of commissions, fees and charges may be paid to or by ANZ when you use your card. These include any amount which may be received by ANZ from a merchant or a merchant's bank for ANZ paying debts incurred by you.

### **26 HOW WE WILL CONTACT YOU OR SEND YOU THINGS**

- (a) We may send you notices, documents and information by mail, by personal delivery, (where permitted by law) by electronic methods or any other method permitted by law. Electronic methods include email, fax, SMS, or other electronic messaging, such as through internet banking or mobile banking. It also includes publishing the relevant notice, document or information on our website or in internet banking or mobile banking and giving you notice using any method permitted in this paragraph that it is available. Messages may include personal information.
- (b) We may send notices, documents and information to any person you have nominated to receive them.
- (c) You will be taken to have received anything sent:
  - by mail, on the day it would have been delivered in the ordinary course of post;
  - by personal delivery, on the day we deliver it to you; or

- using any electronic method, on the day we send it (or we send the notice telling you it is available, where applicable).
- (d) We are not liable for any loss or damage you suffer as a result of any person other than you accessing messages we send, except where it results from our fraud, wilful misconduct or gross negligence.

## 27 UPDATING YOUR PERSONAL DETAILS

- (a) It is important that you and any additional cardholders keep your contact details and other personal details up to date (for example, address, telephone number or email address), and you or any additional cardholder must tell us about any changes as soon as possible. Sometimes it will be necessary to provide information in writing or by visiting an ANZ branch. A PO Box cannot be used as a residential address.
- (b) If you don't keep your contact details up to date, we are not responsible if we are unable to issue statements or cards or information to you.

## 28 GENERAL MATTERS

### 28.1 ANZ Business Days

If the credit contract requires or allows us to do something or provides that any of our processes occur on a day that is not an ANZ Business Day, we may do it or the process may occur on either the preceding or the following ANZ Business Day.

### 28.2 Certificate of outstanding amount

- (a) If we give you a written notice of how much you owe us that notice can be used as evidence of the amount owing, unless you dispute the correctness of the notice including in any court or tribunal proceeding.
- (b) The notice may not include purchases or cash advances, interest, fees or charges, refunds or payments that have not been processed by us at the time the notice is prepared.

### 28.3 ANZ's rights to set off and combine accounts

To the extent permitted by any applicable law or Code, we can combine the total balance in two or more of your accounts held with us, or set off an amount in one account against an amount in another, even if they are different types of account or

if they are held at different branches. This means, for example, that the credit in one account can be used to repay all or part of the outstanding balance in another account. We do not need to give notice to you before we do this, but will promptly tell you once it has been completed. You should not treat your accounts as combined unless we have agreed to do so.

#### **28.4 Things outside ANZ's control**

To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under the credit contract, if we fail to observe or perform any of our obligations under the credit contract because of anything which we could not, with reasonable diligence, control or prevent.

This includes 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, unexpected system failure, epidemics or pandemics, or disruption by war or sabotage.

#### **28.5 Waiver**

If we delay or do not use or rely on a right or power we have under the credit contract, this does not prevent us using or relying on it later.

#### **28.6 Transfer of ANZ's rights**

We may, without telling you or obtaining your consent:

- (a) assign or transfer any of our rights under the credit contract; and
- (b) give information about this contract and your obligations under it to any assignee or transferee of our rights under this contract, or anyone who is considering becoming an assignee or transferee.

## **PART B**

# **ELECTRONIC BANKING**

## **CONDITIONS OF USE**

ANZ will comply with the requirements of the ePayments Code.

These Electronic Banking Conditions of Use apply 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 or PayID 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 or PayID.

This does not include payments made using:

- BPAY®;
- PayTo; or
- situations where the user transfer funds to the recipient as a result of a scam.

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

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

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

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

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

**'Security Requirement'** has the meaning given to that term in Clause 15(b).

**'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.

## **1 TRANSACTION LIMITS**

- (a) 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).

- (b) ANZ may change any transaction limit or impose new transaction limits by giving you notice in accordance with the requirements under 'Changes to the Electronic Banking Conditions of Use'. You can contact ANZ to find out the current transaction limits for your account.

## **2 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 anz.com.

## **3 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 anz.com and may vary from time to time in accordance with the requirements under 'Changes to the Electronic Banking Conditions of Use'.

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

## **4 ACCESS TO AND USE OF PAY ANYONE AND INTERNATIONAL SERVICES**

### **4.1 Obtaining Pay Anyone**

- (a) 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 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.
- (b) 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.

#### **4.2 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.

### **5 ACCESS LEVELS FOR ANZ PHONE BANKING, ANZ INTERNET BANKING AND MOBILE BANKING**

- (a) Access levels (other than for credit card and Visa PAYCARD accounts):
- '**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, 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, transaction history details, account balance information and ordering a cheque/deposit book but excludes withdrawals from accounts, 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®, 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, redrawing on a home loan, direct loan payments, BPAY View™, ANZ Online Reporting, ANZ Online Investing and BPAY®.

For access arrangements for credit card and Visa PAYCARD accounts, see the applicable Conditions of Use.

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.

- (b) 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.

- (c) 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. ANZ may require written confirmation. ANZ may take several days to process this change.
- (d) Authorised users, regardless of their level of access, cannot access ANZ Pay Anyone, ANZ Online Investing, International Services, 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.

## 6 PROCESSING INSTRUCTIONS - GENERAL

- (a) 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.

- (b) 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.
  - (c) 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.
  - (d) 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.
  - (e) 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.
- (f) 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.
- (g) 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 (or any other channel we

allow) 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.

- (h) If you use a credit card or credit card account to transfer money or pay a bill through electronic equipment it may be treated as a cash advance, and cash advance fees and interest may apply (unless it is through BPAY® and the biller accepts a credit card for the payment).

## **7 PROCESSING INSTRUCTIONS - ANZ PHONE BANKING, ANZ INTERNET BANKING AND MOBILE BANKING**

- (a) 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.
- (b) Account information accessed using ANZ Phone Banking, ANZ Internet Banking and Mobile Banking are indicative of the position of the account at that time. But, for example, account balances generally won't reflect 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.

## **8 PROCESSING INSTRUCTIONS - PAY ANYONE AND INTERNATIONAL SERVICES**

- (a) 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).
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.

## **9 PROCESSING INSTRUCTIONS - BPAY®**

- (a) 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.
- (b) 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).

- (c) 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.
- (d) 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.
- (e) 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 anz.com.
- (f) 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.
- (g) 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.

- (h) 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.
- (i) ANZ will attempt to ensure a BPAY® payment is processed promptly by billers and other participants in the BPAY® Scheme.
- (j) 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.
- (k) 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.
- (l) 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.

## **10 SHORT MESSAGE SERVICE (SMS) AND OTHER MESSAGES**

You agree that we may send messages (including via SMS and email) (including messages which may contain personal information) to you, including to your mobile phone.

ANZ is not liable for any loss or damage you suffer as a result of any person other than you accessing those messages, except where such loss or damage results from our fraud, wilful misconduct or gross negligence.

## **11 CARD VALIDITY**

- (a) Your card remains ANZ's property at all times.
- (b) 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, securely destroy it (including any chip).

## **12 LOST OR STOLEN CARDS, PASSWORD, PIN OR TELECODE**

- (a) You must make a report to us immediately if you suspect that your card, or another card on your account, has been lost or stolen, or that the card or card details have been used by someone else without authority. We will cancel the card when you notify us.

You must not use the card once the report is made. If you recover the lost or stolen card, you must securely destroy the card (including any chip).

- (b) 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 has been stolen, 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.
- (c) Information on how to report a lost or stolen card is available on anz.com, or you can call using the telephone numbers listed at the front of this booklet.

## **13 CANCELLATION OF CARDS OR ELECTRONIC ACCESS**

- (a) ANZ may cancel any card, CRN or electronic access at any time:
  - without prior notice if ANZ:
    - believes on reasonable grounds that use of the card or electronic access may cause loss to the account holder or to ANZ;

- the account is an inactive account or has not been activated within 6 months of the date of the relevant Letter of Offer;
- the card has not been activated within 6 months of issue;
- 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.

If a credit card or Visa PAYCARD account is closed, all cards issued in relation to that account will also be cancelled.

Any cancellation by ANZ of a credit card or Visa PAYCARD, or closure of a credit card or Visa PAYCARD account, will comply with the relevant terms in your credit contract.

- (b) ANZ may also at any time suspend your right to participate in the ANZ BPAY® Scheme.
- (c) The account holder may cancel a card at any time by sending ANZ a written request, by calling ANZ, or in any other way ANZ allows. ANZ may require written confirmation. The card must be securely destroyed (including any chip).
- (d) You can request ANZ to de-register you from ANZ Internet Banking at any time by Securemail or by calling ANZ.

## **14 WITHDRAWAL OF ELECTRONIC ACCESS**

- (a) 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 reasonably believes your access to accounts through electronic equipment may cause loss to the account holder or to ANZ;
  - ANZ reasonably 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 reasonably suspects you of being fraudulent or engaging in inappropriate behaviour,  
unless the withdrawal is prohibited by law.
- (b) 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.

## 15 PASSWORD, PIN AND TELECODE SECURITY

- (a) Users must keep their passwords (including one-time 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.

- (b) A user must not:
- voluntarily disclose any of their passwords, PINs or Telecodes to anyone, including a family member or friend;
  - write or record passwords, PINs or Telecodes on a card, or keep a record of the passwords, PINs or Telecodes on anything carried with the card or liable to loss or theft at the same time as the card, unless the user

- makes a reasonable attempt to protect the security of the passwords, PINs or Telecodes;
- keep a written record of all passwords, PINs or Telecodes required to perform transactions on one or more articles liable to be lost or stolen at the same time, without making a reasonable attempt to protect the security of the passwords, PINs or Telecodes;
- select a numeric password, PIN or Telecode that represents their birth date, or an alphabetical password, PIN or Telecode that is a recognisable part of their name; or
- otherwise act with extreme carelessness in failing to protect the security of all passwords, PINs or Telecodes, (each a '**Security Requirement**').

For the avoidance of doubt, reference to passwords in this clause 15(b) includes one-time passwords.

**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 [anz.com](http://anz.com).

## 16 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.

### 16.1 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, PayID, 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;
- arises from 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 or PayID without a password, PIN or Telecode or card. Where a transaction can be made using a card, or a card and an account number or PayID, 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.

## **16.2 When the account holder is liable**

- (a) 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 exceeds 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, account number or PayID and/or

password, PIN or Telecode used to perform the transaction.

(b) 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.

(c) 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.

- (d) Where a loss arises from an unauthorised transaction otherwise than as described above 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)).

## **17 ADDITIONAL PROTECTION VISA - ZERO LIABILITY**

Your liability for unauthorised transactions on a Visa credit card, Visa PAYCARD or ANZ Access Visa Debit card may be limited by the Visa scheme rules, and you may be entitled to provisional credit, subject to those rules.

## **18 EQUIPMENT MALFUNCTION**

- (a) 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.
- (b) However, and subject to applicable laws (including any implied statutory warranties), 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.
- (c) 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

\* 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>

access via ANZ Internet Banking or Mobile Banking to your transactions and linked accounts.

## 19 LIABILITY UNDER THE BPAY® SCHEME

### 19.1 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.

### 19.2 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.

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### **19.3 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.

### **19.4 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:

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

### **19.5 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.

### **19.6 Mistaken payments**

- (a) 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.
- (b) 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.

### **19.7 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, fraud or wilful misconduct 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.

## **20 INDEMNITY**

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

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

You are not required to discharge or indemnify us under this clause in relation to any loss or damage to the extent it arises from negligence, fraud or wilful default by ANZ or its officers, employees, contractors or agents.

## **21 MISTAKEN INTERNET PAYMENTS**

A user may report a mistaken internet payment at any ANZ branch or by calling ANZ.

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.

## **21.1 Process where some or all 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 funds available in the account of the unintended recipient to cover some or all of the payment and the Receiving Bank has recovered those funds,

the Receiving Bank must forward those funds to ANZ no later than 10 business days after receiving our request to return those funds.

## **21.2 Process where some or all 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 funds available in the account of the unintended recipient to cover some or all the payment; and
- the Receiving Bank prevents the unintended recipient from withdrawing those funds for 10 business days and during this period the unintended recipient does not establish that they are entitled to those funds, and the Receiving Bank has recovered those funds,

the Receiving Bank must forward those funds to ANZ within 2 business days of the expiry of the 10 business day period referred to above.

## **21.3 Process where some or all 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 funds available in the account of the unintended recipient to cover some or all; and

- the unintended recipient consents to return of those funds, the Receiving Bank must forward those funds to ANZ.

## **21.4 Process following report of a mistaken internet payment**

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

It may not be possible to recover any funds in certain circumstances, for example where:

- the Receiving Bank is not satisfied that a mistaken internet payment has occurred; or
- there are insufficient funds in the unintended recipient's account. In this case, the amount that may be recovered will depend on the Receiving Bank's exercise of discretion to pursue all, some or none of the funds.

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.

## **21.5 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.

The user is unable to complain to ANZ about the conduct of the Receiving Bank in dealing with their report of a mistaken internet payment.

## **21.6 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:

- block your access to some or all of your funds; and
- withdraw the some or all of those funds from your account without notice and return the funds to the payer's authorised deposit-taking institution.

## **22 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 20 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;
- increase your liability for losses relating to transactions;
- 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); or
- are otherwise unfavourable.

We will give you notice of any other change to the Electronic Banking Conditions of Use as soon as reasonably practicable and in any case, before the change takes effect. We will give you notice in the manner required by applicable law, or if there are no such requirements in a way that the notice is likely to come to your attention (for example, by publishing notice of the change in internet banking).

We are not required to give you advance notice of a change to the Electronic Banking Conditions of Use if the change is required to immediately restore or maintain the security of a system or an individual facility (for example, the prevention of systemic or individual criminal activity including fraud).

If we make a change that you are not happy with, then you can exercise rights to terminate your contract with ANZ under and in accordance with the terms and conditions of the contract.

## PART C

# 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, the AFCA scheme, 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 one 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 seven 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 may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted by phone on 1800 931 678, by email at [info@afca.org.au](mailto:info@afca.org.au), or by writing to:

Australian Financial Complaints Authority,  
GPO Box 3,  
Melbourne 3001.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

## **INSURANCE**

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

You can decide if you want to take out insurance or not. If you take out insurance, ANZ can not insist that you use any particular insurance company.

### **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 -

- to reduce payments; or
- to delay payments for a set time.

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

If ANZ refuses your request to change the repayments, you can ask ANZ to review this decision if you think it is wrong.

If ANZ still refuses your request you can complain to the AFCA scheme. Further details about this scheme are set out below in question 17.

### **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 the AFCA scheme or ASIC, 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 COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT ANZ. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH ANZ BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO ANZ YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.**

**THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED BY PHONE ON 1800 931 678, BY EMAIL AT [INFO@AFCA.ORG.AU](mailto:INFO@AFCA.ORG.AU) OR BY WRITING TO: AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY, GPO BOX 3, MELBOURNE 3001.**

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



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