



# ANZ Saving & Transaction Products

Terms and Conditions

## About these T&Cs

These terms (other than *'How to contact us'*), together with the *'ANZ Personal Banking Account Fees and Charges'* booklet, are the terms that apply to your ANZ Account. You can find that booklet online at [www.anz.com/accounttermsconditions](http://www.anz.com/accounttermsconditions)

In addition to the fees and charges set out in the *'ANZ Personal Banking Account Fees and Charges'* booklet, other fees and charges can apply for specific services or account activities. These are set out in the *'ANZ Personal Banking General Fees and Charges'* booklet, which is available online at [www.anz.com/accounttermsconditions](http://www.anz.com/accounttermsconditions) and are also part of the terms that apply to your account. Read *'Fees'* for more information.

A contract is made between you and us on these terms on the earlier of:

- the date on which you first use your ANZ Account or
- the date on which you otherwise accept these terms and conditions in a manner advised by us from time to time.

We call the terms of the contract the T&Cs.

The T&Cs are important. You should read them. The T&Cs can change. Read *'Things can change...'*

If you have an ANZ Equity Manager account, a Personal Overdraft facility or an ANZ Assured facility linked to your ANZ Account, additional terms and conditions apply. Refer to your credit contract for details.

Information on current fees, charges and interest rates is available on request.

### Not independent

We are not independent, impartial or unbiased in relation to any personal advice we give you in relation to your ANZ Account. This is because:

- we are the issuer of each ANZ Account and receive remuneration in relation to them
- our advisers can only advise on products and services we approve and
- ANZ may receive remuneration from product issuers in respect of some products or services.

## Products covered by these T&Cs

These T&Cs apply to the following products:

- ANZ Access Advantage
- ANZ Access Basic
- ANZ Pensioner Advantage
- ANZ Progress Saver
- ANZ Premium Cash Management Account
- ANZ SMSF Cash Hub
- ANZ Term Deposit
- ANZ Advance Notice Term Deposit
- ANZ Online Saver
- ANZ V2 PLUS
- ANZ One

Products No Longer For Sale

- ANZ Passbook Savings
- ANZ Passbook Pensioner Advantage
- ANZ Equity Manager

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## Almost there... before we open your ANZ Account

We may need some more things to happen before we open your ANZ Account for you – like getting more information from you so we can get your details right and know who you are.

Once you accept these T&Cs, you must give us the details and information about you that we reasonably need to open your ANZ Account as quickly as possible.

If you don't, or if we, acting reasonably, are unable to open your ANZ Account(s) (such as where we are not able to identify you as required by law), withdrawals and/or deposits can be blocked until the requirements are met and we may end our contract with you. We will not give you notice if we do this.

Until we open your ANZ Account, we won't have any obligations to you in relation to your ANZ Account under our contract – like giving you statements – other than obligations about your information (read '*Privacy & your information*') and whatever the law says applies to us. Once your ANZ Account is open, these T&Cs apply to you and us.

## Joint Accounts

If your ANZ Account is held jointly with at least one other person, to the extent permitted by law:

- you agree that we may provide any statement, notice or other document to the holders of a Joint Account by giving it to any one of the Joint Account holders in accordance with these T&Cs and
- if an account holder dies, the balance of the account is owned by any surviving Joint Account holder(s).

### Individual and joint responsibility

Each Joint Account holder is responsible for everything about their Joint Account both on their own and together with the other Joint Account holders, and is bound by anything the other Joint Account holders do in connection with the Joint Account.

## Authority

By default, an ANZ Account can generally be managed by any account holder. This means each account holder is authorised to do most things in connection with the ANZ Account without any other account holder. For e.g.,

withdrawals, transfers and requests to close the ANZ Account can generally be made by any account holder, not all of them.

You may ask us to change this so that the ANZ Account can generally only be managed by all account holders or more than one of you. We'll do this as soon as we reasonably can.

Changing the management of the ANZ Account in this way:

- will restrict who can do things in relation to the ANZ Account and
- may mean that all account holders have to contact ANZ or otherwise do something in order to authorise things in connection with the Joint Account.

You can ask us for more details of the restrictions that will apply.

We may also restrict an ANZ Account in this way if we think it's reasonably necessary to do so (e.g., to prevent financial abuse).

## ANZ Internet Banking, ANZ Mobile Banking and ANZ Phone Banking

Where available with your ANZ Account and subject to eligibility requirements, you may be able to use ANZ Internet Banking, ANZ Mobile Banking or ANZ Phone Banking to access and/or transact on your ANZ Account. You will need to register for ANZ Internet Banking, ANZ Mobile Banking and ANZ Phone Banking with more information available on [anz.com](http://anz.com)

Eligibility requirements apply to the use of ANZ Internet Banking and ANZ Mobile Banking, e.g., minimum software requirements. To complete the registration process, you may be required to authenticate yourself and enter or create a Passcode. From time to time, we may require you to update your Passcode, re-register or provide further authentication, e.g., before processing a transaction, accessing or using your ANZ Account or your money. You may not be able to access your ANZ Account using ANZ Internet Banking or ANZ Mobile Banking if you don't. Additionally, some features or functionality may not be available for certain types of mobile phone, mobile device or operating systems.

You are responsible for anti-virus and security measures for your computer and mobile phone or mobile device, and those of any Authorised Person or Authorised User,

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

## Who's eligible

To be eligible for most ANZ Accounts you must:

- have an Australian residential address and
- be an individual and use your ANZ Accounts for mainly personal use (not business).

Additional eligibility requirements (including minimum age requirements) may apply. Further information is available at [anz.com](http://anz.com)

Different eligibility requirements apply for ANZ SMSF Cash Hub, ANZ V2 PLUS and ANZ One offset accounts. Read '*Specific terms for specific accounts*' for details of those eligibility requirements.

We can change our eligibility rules.

We can close your ANZ Account if our eligibility rules for it aren't met. We must give you reasonable prior notice.

## Authorising others to use your account

Acting reasonably, we may allow you to authorise other people to use your ANZ Account on your behalf.

You can contact us at any time to include an Authorised Person to your ANZ Account or if you want to change the details of who is authorised. We may require you to confirm the change in writing. We will need to verify the identity of any Authorised Person on your ANZ Account.

Unless these T&Cs say otherwise, we will act on the basis that the Authorised Person is fully authorised to do all things relating to your ANZ Account permitted at the access level for which they are authorised.

Where someone you have authorised has access or authorisation to ANZ Internet Banking or ANZ Mobile Banking in relation to your ANZ Account, that person can access your statements, notices and other documents. This includes information provided before you gave that person authorisation.

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

Your ANZ Account has different access levels that only you or an Authorised Person can set for Authorised Users.

Restrictions may apply for access levels in some cases.

Information about different access levels and applicable restrictions is available at [www.anz.com/accounttermsconditions](http://www.anz.com/accounttermsconditions)

You or your Authorised Persons may cancel or change any access level by:

- contacting us on any relevant number listed in 'How to contact us' in 'Getting in touch' or
- any other way we allow.

We may require written confirmation of a cancellation or change. It may take several days to process a change.

You are responsible for the operation of your ANZ Account by any Authorised User within the user's access level.

## Money in

### Putting money in

You can generally put money into your ANZ Account in the following ways:

- transfer between your accounts:
  - via ANZ Internet Banking, ANZ Mobile Banking or ANZ Phone Banking for accounts linked to your CRN or
  - using an ANZ Card that is linked to those accounts at any ANZ ATM in Australia
- transfer from another account in Australia
- transfer from another account outside Australia
- deposit cash at an ANZ ATM or ANZ branch in Australia that accepts cash deposits
- deposit an Australian Cheque at an ANZ ATM or ANZ branch in Australia that accepts cheque deposits or
- arrange for another person to make a direct credit.

We may also allow other ways to put money into your ANZ Account.

Some options are not available with particular products. Read 'Specific terms for specific accounts'.

Limits may apply. Read 'Limits'.

# Money out

## Taking money out

You can generally take money out of your ANZ Account in the following ways:

- transfer between your accounts:
  - via ANZ Internet Banking, ANZ Mobile Banking or ANZ Phone Banking for accounts linked to your CRN or
  - using an ANZ Card that is linked to those accounts at any ANZ ATM in Australia
- transfer to another account in Australia (e.g., using Pay Anyone) via ANZ Internet Banking or ANZ Mobile Banking
- using your ANZ Card (e.g., at an ATM, point of sale machine or online)
- make a BPAY Payment via ANZ Internet Banking, ANZ Mobile Banking or ANZ Phone Banking
- arrange for another person to make a direct debit
- arrange for another person to take a PayTo Payment
- transfer to another account outside Australia via ANZ Internet Banking (subject to application for International Services)
- withdraw cash from an ANZ branch that allows such cash withdrawals
- make a payment by cheque if you have a cheque book or
- arranging an AFT through a Visa Direct enabled merchant or other person.

We may also allow other ways to take money out of your ANZ Account.

Some options are not available with particular products. Read '*Specific terms for specific accounts*'.

Limits may apply. Read '*Limits*'.

Sometimes transactions are made in foreign currencies. If a transaction is made in a foreign currency, it'll be converted to Australian dollars through a currency conversion process and at rates determined by a third party payment network operator. Sometimes it may first be converted to another currency and then converted to Australian dollars. Refunds and reversals may use different conversion rates to those used for the original transaction.

## Money in or out through agents, contractors or service providers

Where we allow you to put money in or take money out of an ANZ Account at an agent, contractor or service provider of us, the time for processing these transactions may vary.

We may restrict the amount of any money or particular denominations you put in or take out at an agent, contractor or service provider without prior notice where it is reasonably necessary in order to protect our legitimate interests (e.g., to protect us or you from suffering financial loss, such as if we suspect fraudulent activity). Any transaction limits that apply are also subject to our rights to take this action.

## Direct debits, recurring payments and periodical payments

ANZ V2 PLUS accounts have specific T&Cs relating to direct debits, recurring payments and periodical payments. Read '*ANZ V2 PLUS account*'.

Direct debits are a payment you have authorised a merchant to collect from your ANZ Account by giving the merchant your BSB and account number (not your ANZ Access Visa Debit Card number).

A recurring payment is a payment you have arranged through ANZ Internet Banking or ANZ Mobile Banking to be paid on a repeating basis from your ANZ Account.

A periodical payment is a payment (other than a recurring payment) you have arranged with us, through one of our branches or our Contact Centre or any other way we have allowed, to be paid on a repeating basis from your ANZ Account by reference to your BSB and account number (not your ANZ Access Visa Debit Card number).

**You will generally not be able to set up new periodical payments or make changes to existing periodical payments after 14 January 2025.** Existing periodical payments set up prior to that time will otherwise continue in accordance with these T&Cs, unless you cancel them. You can cancel your existing periodical payments by contacting our Contact Centre or visiting an ANZ branch, at least two Business Days before the relevant periodical payment is due to be made.

If you wish to make a change to an existing periodical payment after 14 January 2025, you will generally need to

cancel your periodical payment and set up an alternative payment option in its place. Please contact us if you would like to discuss these options.

Direct Loan Payments are excluded from these changes.

## Keep enough \$ in your account

Your ANZ Account doesn't have an overdraft feature unless we have previously agreed to provide you with a formal overdraft. Subject to that, we don't agree to provide you with credit on your ANZ Account. If you don't want your account to be overdrawn, you need to make sure there's more money put in than taken out of your ANZ Account (because if you don't, your ANZ Account may be 'overdrawn').

Additionally, in some cases, money you have put in your ANZ Account may not be available to be used straight away. If you try to take money out that is not yet available to be used, your ANZ Account may still become overdrawn even if you have put more money in than you have taken out. We determine whether your ANZ Account will become overdrawn based on whether our system records that there are sufficient funds available for immediate use to meet a transaction, which may be different to amounts that are presented to you in relation to your ANZ Account. Read '*Amounts shown are indicative and may not be what is actually available*' for more details.

We don't have to process a transaction if it would cause your ANZ Account to be overdrawn or if it's already overdrawn. However, we might choose to. For e.g., by:

- allowing a direct debit
- making a scheduled payment
- making an adjustment
- charging applicable fees or charges or
- processing a payment made with your ANZ Card.

For ANZ Access Basic, ANZ Pensioner Advantage, ANZ Passbook Savings, ANZ Passbook Pensioner Advantage and ANZ SMSF Cash Hub Accounts we will decline transactions that overdraw your ANZ Account, where possible. However, in certain limited circumstances those accounts may still become overdrawn.

However, if your ANZ Account is overdrawn (known as an Informal Overdraft) you owe us that overdrawn amount and must put enough money into your ANZ Account so that it is no longer overdrawn within 30 days after the

day it became overdrawn or earlier upon reasonable prior demand by us (this may need to cover debit interest we have charged on the overdrawn amount). You can let us know at any time if you are in financial difficulty.

If we don't overdraw your ANZ Account, we may charge you a Dishonour Fee if you authorise someone to take a direct debit from your ANZ Account or a cheque that you have drawn is presented and there are insufficient cleared funds to make the payment.

There are specific terms and conditions that apply in relation to overdrawing an ANZ Equity Manager account with a formal credit limit – read our '*Consumer Lending Terms and Conditions*' booklet. For ANZ Equity Manager accounts, this '*Keep enough \$ in your account*' section only applies to accounts without a formal credit limit.

### **Debit interest charged**

If you overdraw your ANZ Account, debit interest accrues daily on that part of the overdrawn balance of your ANZ Account that is referable to your Informal Overdraft as at the end of the day at the applicable daily interest rate, which is as follows:

- other than ANZ Equity Manager accounts, the daily interest rate applicable to your Informal Overdraft will be the ANZ Retail Index Rate plus a margin (read the '*ANZ Personal Banking Account Fees and Charges*' booklet for details), divided by 365
- for ANZ Equity Manager accounts, the daily interest rate applicable to your Informal Overdraft will be the ANZ Equity Manager Rate plus or minus any applicable margin, divided by 365. The applicable margin, if any, will be the margin that formed part of the annual interest rate that applies to any credit provided within the formal credit limit for your ANZ Account as set out in the letter of offer for your account (subject to any amendment by us in accordance with the T&Cs which apply to the account).

Accrued debit interest will be debited to your ANZ Account:

- for ANZ Online Saver accounts, ANZ Progress Saver accounts and ANZ Premium Cash Management Accounts, on the last Business Day of each month
- for all other ANZ Account product types, monthly from the date on which your ANZ Account was opened or

- any other frequency set out in the confirmation we sent relating to the opening of your ANZ Account, or as agreed by you or determined by us in accordance with *'Changes we can make'*.

The interest that is debited to your ANZ Account on a particular day won't generally include the debit interest accrued on that day.

If the day on which interest is to be debited is a day which:

- is the 29th, 30th or 31st of a month which doesn't have that date - like February - it will, subject to the next bullet point, generally be debited on the last day of that month
- isn't a Business Day, we'll generally debit it on the Business Day before. The debit will exclude debit interest accruing on that previous Business Day or any subsequent day. However, where that previous Business Day is not in the same month as the scheduled date, the interest debit will instead be made to your ANZ Account on the next Business Day. The debit will include interest accrued up to, but not including or after, the scheduled date and will be made with effect from the scheduled date.

No debit interest is charged for ANZ Access Basic, ANZ Pensioner Advantage, ANZ Passbook Savings, ANZ Passbook Pensioner Advantage and ANZ SMSF Cash Hub accounts that are overdrawn.

## Limits

### Limits that apply

This section sets out what limits apply to your ANZ Account.

The following limits will apply if the transaction type applies to your ANZ Account:

- for cash withdrawals, the limit is:
  - \$2,500 a day per card for ANZ Access Visa Debit Cards or any other limit that we allow you to set and
  - \$1,000 a day per card for ANZ Access Cards or any other limit that we allow you to set
- for cash deposits at ATMs in Australia, the limit is:
  - \$10,000 per account per day where you use an ANZ Card and
  - \$2,500 per account per day without an ANZ Card

- for Australian cheque deposits at an ANZ ATM that accepts cheque deposits, transaction limits apply. You can find more information on limits at [www.anz.com/accounttermsconditions](http://www.anz.com/accounttermsconditions)
- for BPAY Payments, there are limits that apply on both a per transaction and daily limit (per CRN) basis for each of ANZ Internet Banking, ANZ Mobile Banking and ANZ Phone Banking. Separate daily limits apply to payments made to the Australian Taxation Office using the 'Pay Australian Taxation Office' feature in ANZ Internet Banking
- for Pay Anyone:
  - you will be granted a daily limit (per CRN) upon registering for each of ANZ Internet Banking and ANZ Mobile Banking. You may be able to increase these daily limits
  - international money transfers (converted into Australian dollars) form part of your Pay Anyone daily limit. Limits may also apply to International Money Transfers on a transaction basis and
  - restrictions also apply depending on whether your use is personal or business
- for a PayTo Payment, you can find the limit at [www.anz.com/accounttermsconditions](http://www.anz.com/accounttermsconditions)
- if you use a third party service (such as Visa Direct) to make a payment from, or receive a payment into your ANZ Account, we may apply other limits to those transactions and
- transaction limits apply for deposits and withdrawals at Bank@Post (when available), you can find the limits at [www.anz.com/accounttermsconditions](http://www.anz.com/accounttermsconditions)

For more information on limits, including for BPAY Payments, Pay Anyone and third party services, refer to [www.anz.com/accounttermsconditions](http://www.anz.com/accounttermsconditions)

Lower limits may sometimes apply. For e.g., lower limits may apply if a system is unavailable.

For daily card limits, the limit represents the maximum amount that can be withdrawn across all account(s) linked to the card.

Acting reasonably, we can change these limits, including any limit that we've allowed you to set which differs to the default limits. If we do this, we will give you reasonable prior notice of at least 20 days. However, we are not required to provide you with prior notice if the reduction

or cancellation of a limit is required to immediately restore or maintain the security of a system or your account.

Merchants or other people involved in a transaction may apply limits and charge fees if a limit is exceeded.

Acting reasonably, we may also set a limit on the amount of cash you can withdraw over the counter at a branch each day. Please ask at the branch or call our Contact Centre for details of any limits that apply.

It's your responsibility to make sure you don't exceed the limits.

We don't have to process a transaction if a limit is exceeded, or if it would cause a limit to be exceeded or your ANZ Account to be overdrawn. However we might choose to.

## About amounts shown

### Amounts shown are indicative and may not be what is actually available

There are reasons for this and this section explains them.

An amount shown for your ANZ Account is only indicative of the amount you may be able to use.

You typically will see an amount for your ANZ Account in your ANZ Mobile Banking, ANZ Internet Banking, on a receipt, statement or at an ATM. It can be called things like 'Funds', 'Available Balance', 'Balance', 'Amount in your Account' (or similar terms) or just a \$ figure.

Some or all of the amount shown might not be available straight away (or at all) even though it may be called those things. In addition, some of the amount that should be available may not actually be available.

This can be because, for example:

- a transaction may not have updated the amount shown – e.g., reversals
- a transaction may have updated the amount shown but is not yet fully processed – e.g., a pending transaction
- we may not process transactions at the time, on the day or in the order that they're made or
- some transactions may have been processed and updated the amount shown, but are later adjusted.

You should not go ahead with a transaction if you think there is a risk that there may not be sufficient funds

that are available straight away to meet that transaction, taking into account that the amount presented to you for your ANZ Account may not reflect amounts that are actually available for immediate use.

If you go ahead with a transaction or payment when there may be insufficient funds available straight away:

- you may overdraw your ANZ Account or exceed the credit limit (where applicable) or
- we may decline or not process a transaction,

and in either case fees, charges and interest may be applied in accordance with these T&Cs or any other applicable terms and conditions.

## About transactions

### Things don't always happen straight away

We may not process or apply transactions at the time, on the day or in the order they're made.

This is generally because there are cut-off times and processing times for different types of transactions because some transactions aren't processed on weekends or public holidays and because some transactions may happen across different time zones. We might need you to provide us with more information before we can process a transaction.

Others involved in the transaction – like someone you buy something from or the bank of the person you make a payment to – may also have similar or other things that affect the time and order of transactions.

The day that someone receives a payment from you might not be the day that you make or schedule it or the day that it's processed or applied to your ANZ Account.

### We can make adjustments

Sometimes something happens that affects a transaction that we have processed or applied to your ANZ Account – like if a payment that we processed or applied is later reversed or not received by us. If that happens, we'll generally adjust the transaction and the things it impacted – like your effective daily balance. However, we may not make adjustments if the transaction is more than 60 days old.

This may affect the amount of interest we pay or have already paid or, if your ANZ Account is overdrawn, the

amount of interest we may charge or that we have charged. Read 'Adjustments' in 'Earning interest'.

## Be careful!

We rely on you to get it right.

It's your responsibility to make sure that all transaction details are correct. We rely on them and may not check them and might use one detail but not others. For e.g., we'll generally rely on the BSB and account number you give us in processing a transfer to another account, person or bank and won't check the account name you give us matches the name of the holder of the account you transfer money to.

## Changing or stopping transactions may not be possible and sometimes isn't in our control

Some types of transactions don't involve us. Instead, they are authorities that you give someone else to transact on your ANZ Account - like a monthly direct debit you have agreed someone can make from your ANZ Account for a product or service they provide you.

In some cases - like direct debits - we may be able to stop a particular transaction if you ask us to at least two Business Days before the payment is due by contacting our Contact Centre or visiting an ANZ branch. You may also ask the person with the direct debit authority to stop using it.

In other cases (like standing authorities where you give a merchant your Visa Debit Card number and authorise them to use it to transact on your ANZ Account or where you give us valid BPAY Payment instructions) we can't stop or cancel the transaction for you. You must ask the person with the authority to stop using it.

Until the authority is blocked or removed, we may be obliged to process the transactions they ask us to.

## Your ANZ Access Card\*

We may:

- issue an ANZ Access Card, which gives access to your ANZ Account, to you or any person authorised to use your ANZ Account if our eligibility criteria are met

\* ANZ is phasing out ANZ Access Cards and they generally will not be issued from 29 June 2024

- let you link the ANZ Access Card to an additional eligible ANZ Account (ANZ Passbook Savings accounts, ANZ Passbook Pensioner Advantage accounts, ANZ Term Deposits, ANZ Advance Notice Term Deposits and ANZ Online Saver accounts are not eligible) on which you are authorised to operate if our eligibility criteria are met and
- let you use your ANZ Access Card through a Digital Wallet.

When you use your ANZ Access Card at an ATM or EFTPOS terminal (other than for contactless EFTPOS transactions) in Australia, you can usually choose to withdraw funds from your linked accounts by selecting 'eftpos sav' or 'SAV' ('savings') or by selecting 'eftpos CHQ' or 'CHQ' ('cheque').

If you have more than one account linked to the ANZ Access Card, you can choose which account is linked to the 'eftpos SAV' or 'SAV' ('savings') and 'eftpos CHQ' or 'CHQ' ('cheque'). If you have not made a choice, your oldest account will be assigned to 'cheque' and next oldest to 'savings'.

In some circumstances you may not be able to select which account you would like to use and we will choose your Nominated Account. You can choose your Nominated Account. If you have not chosen a Nominated Account, it will be the account assigned to 'cheque'. If you are unsure, you can call our Contact Centre to find out which account is your Nominated Account and to change it.

Your Nominated Account will always be debited when you use your physical ANZ Access Card to process a contactless EFTPOS transaction (if your card has a chip). The same applies if you use your ANZ Access Card through a Digital Wallet unless the Digital Wallet itself lets you choose which account will be debited.

If you use your ANZ Access Card at an overseas ATM, the funds will be withdrawn from your Nominated Account.

## Your ANZ Access Visa Debit Card

We may issue you or someone authorised to use your ANZ Account with an ANZ Access Visa Debit Card, if our eligibility criteria are met, to give access to one of the following types of accounts, which will be the Nominated Account on your ANZ Access Visa Debit Card:

- ANZ Access Advantage
- ANZ One

- ANZ Pensioner Advantage
- ANZ Access Basic
- ANZ Premium Cash Management Account
- ANZ Equity Manager and
- other products that we allow.

We may let you link your ANZ Access Visa Debit Card to another ANZ Account which you can access to operate either as the account holder or an Authorised Person as a secondary account if our eligibility criteria are met. There are some types of accounts which aren't able to be linked to an ANZ Access Visa Debit Card as a secondary account including ANZ Passbook Savings accounts, ANZ Passbook Pensioner Advantage accounts, ANZ Term Deposits, ANZ Advance Notice Term Deposits and ANZ Online Saver accounts.

You'll need to activate your ANZ Access Visa Debit Card before you can use all of its features (including using the physical card and adding it to some Digital Wallets).

When you use your ANZ Access Visa Debit Card (including through a Digital Wallet), your Nominated Account will always be debited other than when you access your linked secondary account by choosing 'eftpos CHQ' or 'CHQ' ('cheque') at an ATM or EFTPOS terminal in Australia.

## Standing authorities on ANZ Access Visa Debit Cards

If you have given a merchant a standing authority to use your ANZ Access Visa Debit Card to transact on your ANZ Account – like to pay your subscription to a streaming service – that authority may automatically continue even if your ANZ Access Visa Debit Card details have changed (e.g., when you're issued with a replacement card, we may provide your updated ANZ Access Visa Debit Card details to Visa for the merchants to access and use). This means some merchants may use your new ANZ Access Visa Debit Card details without you directly giving those details to them.

If you don't want this to happen, you can opt out of these automatic updates at any time. Contact us using one of the contact methods listed in '*How to contact us*' in '*Getting in touch*'. You can also check with merchants if they will receive automatic updates to your ANZ Access Visa Debit Card details.

## Your ANZ Access Card and ANZ Access Visa Debit Card

### Replacing your ANZ Access Card or ANZ Access Visa Debit Card

You need to tell us immediately if you become aware that your ANZ Card has been lost or stolen (including any card added to a digital wallet on a mobile device that has been lost or stolen) or your ANZ Card or ANZ Account details - e.g., the number and expiry date of your ANZ Access Visa Debit Card - have been used by someone else without your authority. Read *'How to contact us'* in *'Getting in touch'* for more details about how to make a report.

If you tell us that your ANZ Card has been lost or stolen or your card details have been misused:

- we'll cancel your card as soon as the report is made. You must not use the card after the report is made. If you subsequently find it, you need to securely destroy it
- we can provide you a replacement card if you ask us for one
- if the card was part of a Digital Wallet, we can update the Digital Wallet with the details of the replacement card and
- if the card was not part of a Digital Wallet, you may need to receive the physical replacement card before you can add it to a Digital Wallet.

### Reissuing or replacing your ANZ Access Card\* or ANZ Access Visa Debit Card

At any time we may issue a new ANZ Card in renewal, replacement or substitution of your current ANZ Card, provided you haven't revoked this authority.

If your ANZ Card becomes faulty or damaged, contact us to order a replacement card on the relevant numbers listed in *'How to contact us'* in *'Getting in touch'*.

All ANZ Access Cards or ANZ Access Visa Debit Cards are issued subject to these T&Cs.

We can choose not to reissue an ANZ Card to you where that is reasonably necessary to protect our legitimate interests.

\* ANZ is phasing out ANZ Access Cards and they generally will not be issued from 29 June 2024

## Cheques

Cheque books are generally only available for accounts opened prior to 16 June 2024 which had a cheque book issued prior to that date.

Cheques take a longer time to process than other transactions. It generally takes between 3-7 Business Days for a cheque to clear (but could take longer).

### **Dishonoured cheques or refused cheque payments**

If a cheque you have drawn on your ANZ Account is dishonoured, we may charge you a Dishonour Fee. If a cheque you deposit to your ANZ Account is dishonoured, we'll take any credited amount of the cheque from your ANZ Account.

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

- there is not enough money in the payer's account
- the cheque isn't signed
- the cheque is older than 15 months
- the cheque has a future date on it
- the cheque has been altered and the alterations have not been signed
- law prevents us from paying the cheque
- the cheque has been stopped or
- the payer's bank has been notified that the account holder is unable to manage their own affairs, is bankrupt or has died.

### **Lost or stolen cheque books**

You should keep your cheques and cheque book safe at all times. If a cheque is lost or stolen, you must do the following:

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

If you don't tell us, as soon as possible, that your cheque book or cheques have been lost or stolen, you may be liable for transactions incurred by you before we are

able to put a stop on the cheques, even if they are made without your authority.

## **Key cheque terms**

### **‘Crossed’ cheques**

A cheque with two parallel lines across it is a ‘crossed cheque’.

A crossed cheque must be paid into an account with a bank or other financial institution.

It can’t be cashed.

### **‘Not Negotiable’ cheques**

If the words ‘Not Negotiable’ are written between the two parallel lines on a crossed cheque, the person who gets the cheque has no better right to the cheque than the person who passed the cheque.

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

### **‘Account payee only’**

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

### **‘Or bearer’ and ‘or order’**

If the words ‘or bearer’ are on a cheque, a bank may pay the cheque to anyone who has it, not only the person who is written on the cheque.

If you delete these words, the cheque becomes an ‘or order’ cheque.

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

## **Stopping a cheque**

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

- how much the cheque is for
- the cheque number and date on it and
- who the cheque is payable to.

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

### **Cheque security tips**

- don't leave gaps between words
- when writing out the amount in words, start as close as possible to the left-hand side and write 'only' at the end of the amount
- when writing out the amount in figures, start as close as possible to the dollar sign
- never write out a cheque in pencil or ink that can be rubbed out
- do not sign a cheque until it is all filled out
- always write the amount in words as well as figures
- check your bank statements to make sure the amounts taken from your ANZ Account are the same as the cheque book stubs.

### **Bank cheques**

Bank cheques are cheques instructing payment from the bank rather than a customer's account.

You can request a bank cheque from us for a fee. Refer to the '*ANZ Personal Banking General Fees and Charges*' booklet for details about the applicable fee, available at [www.anz.com/accounttermsconditions](http://www.anz.com/accounttermsconditions). We can dishonour a bank cheque if:

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

If a bank cheque issued by us is lost or stolen, we may provide a replacement cheque for a fee.

## **BPAY**

We're a member of the BPAY®\* scheme. If BPAY Payments are available on your ANZ Account we can make

\* BPAY is a registered trademark of BPAY Pty Ltd.

payments on your behalf to billers, and we may also be a biller under the BPAY scheme.

We'll tell you if we're no longer a member of the BPAY scheme.

To make a BPAY Payment you must give us:

- the biller code (this is usually on your bill)
- your customer reference number (this is usually on your bill)
- the payment amount
- the account you want to pay from and
- for scheduled payments, the date you want to make the payment.

When we receive a valid payment direction from you, we'll debit your ANZ Account with the amount of the payment set out in it.

We may not process a BPAY Payment if you don't give us all of the required information, if any of the information that you give us is wrong or if you don't comply with the Security Requirements.

We also may not process a BPAY Payment if the biller no longer accepts BPAY Payments.

Our cut-off time for BPAY Payments is 6pm Melbourne time on Business Days.

Generally, if you make a BPAY Payment:

- before the cut-off time on a Business Day, the biller will treat it as received on that day or
- after the cut-off time on a Business Day or on a day that isn't a Business Day, the biller will treat it as received on the next Business Day.

There might be processing delays for some BPAY Payments. For e.g., if:

- you make a BPAY Payment after the cut-off time on a Business Day or on a day that isn't a Business Day or
- someone involved in the BPAY scheme (like a biller) does not comply with their obligations.

Generally, a processing delay won't last more than one Business Day, but might be longer.

We can suspend or block BPAY Payments on your ANZ Account if:

- we or BPAY reasonably think that you:

- are using BPAY Payments fraudulently or illegally
- haven't complied with your BPAY Payments obligations under these T&Cs or
- are using BPAY Payments in a way that could harm the integrity, stability or reputation of BPAY Payments, the BPAY scheme, or the quality of BPAY services offered generally
- BPAY or a regulator requires or requests us to do so or
- our BPAY scheme membership or our subscription to BPAY Payments is suspended or ends.

We don't have to tell you before we do this, but we will where possible. We may also block BPAY Payments for other reasons - read '*Stopping & Closing*'.

## Confirmation of Payee

This clause applies when Confirmation of Payee is available for your ANZ Account and in your digital channel (either in part or in full).

For more information about Confirmation of Payee, please refer to [anz.com](https://anz.com)

In this clause:

- **Account Details** means our record of your ANZ Account including the date your ANZ Account was opened, BSB, account number, account name, your full legal account name and any alternative name recorded on your account (where permitted).
- **Confirmation of Payee** is an initiative of Australian Payments Plus. It is the industry-wide service which allows payers to check whether the bank account details entered by a payer match the account details held by the payee's bank.

### Making payments: conducting a Confirmation of Payee check

When you transfer money to a new payee or add, update or edit a saved payee (and in other circumstances, as we make available from time to time), the Confirmation of Payee may check the payee name you enter against the name and account details held by the payee's bank.

### Match outcomes

Confirmation of Payee may provide you with a match outcome.

A match outcome is provided to help you make a decision about what to do next – for e.g., continue with

the payment, check the details again or choose not to proceed with the payment altogether.

More detail about what the match outcome means can be found on [anz.com](https://anz.com)

### **It's your responsibility to enter the right details**

To enable Confirmation of Payee to check the details you have entered and provide a match outcome, you must accurately enter the account name and BSB and account number as provided by the payee.

Confirmation of Payee will not stop you from making a payment (unless Confirmation of Payee shows that the account you are trying to pay has been closed). We rely on you to make sure that all transaction details are correct. Read '*Be careful!*' in '*About transactions*'.

### **Misuse of Confirmation of Payee**

You must only use Confirmation of Payee to check that the account details you enter match the details of the person you want to transfer money to. You must comply with these T&Cs when you are using it.

We may limit or suspend your use of Confirmation of Payee if we believe it is reasonably necessary to protect you or us or anyone else from possible fraudulent activity, scams or other activities that might cause you or us or anyone else to lose money.

### **Use and disclosure of your Account Details**

You acknowledge and authorise:

- us to use and disclose your Account Details to Confirmation of Payee; and
- other financial institutions to use your Account Details for the purposes of Confirmation of Payee when someone wants to make a payment to you.

If you do not want your information made available in this way, you can contact us to request to opt-out. See '*How to contact us*' in '*Getting in touch*'.

Notwithstanding any such request made to ANZ, you acknowledge and authorise us to confirm, disclose, store and use your Account Details through Confirmation of Payee to government agencies making a payment to you.

To the extent your Account Details and the use of your Account Details constitutes disclosure, storage and use of your personal information within the meaning of the Privacy Act, you acknowledge and agree that you consent to that disclosure, storage and use.

Further information about how we handle your personal information can be found in our Privacy Policy which is available on the ANZ Privacy website.

## PayID

A PayID®\* is an optional address you can use to receive payments, or have another person take PayTo Payments, instead of using the BSB and account number of your ANZ Account.

We may allow you to create a PayID by linking your eligible ANZ Account to your mobile phone number or email address. If you have a Joint Account, each Joint Account holder can set up their own PayID this way. Not all ANZ Accounts are eligible. You must own or have authority to use any PayID you create and to link it to your ANZ Account, and we may require proof of this.

You can only link one account to a PayID at a time, but you can create multiple unique PayIDs for your ANZ Account.

Your PayID must be associated with a name (your PayID name) which reasonably represents you. We'll generally use your linked ANZ Account name as your PayID name. When someone looks up your PayID to start to make a payment to you or take a PayTo Payment from you they may see your PayID name (but not your other account details). You agree that we can show your PayID name to anyone who looks up your PayID.

If you've created a PayID for your ANZ Account, you will be able to use ANZ Internet Banking to close a PayID.

You can generally transfer a PayID to a different account, including an account held with another bank. You can do this through ANZ Internet Banking or in any other way we make available. If you are transferring your PayID to an account held with another bank, your PayID will remain linked to your existing ANZ Account until the transfer to the other bank is completed.

We'll action your request to transfer or close a PayID within 24 hours unless we tell you otherwise. However, if you are transferring a PayID to another bank, they may require you to take steps to link the PayID to the account you have with them.

You must tell us if your PayID details change (e.g., if you get a new mobile number or your name changes) or you no longer own or are authorised to use the PayID or link it to your ANZ Account.

\* PayID is a registered trademark of NPP Australia Limited.

We can lock a PayID if:

- we think it's being used to obtain fraudulent payments
- we're required to by law, court order or a direction of a regulator or
- it is otherwise reasonably necessary to protect our legitimate interests.

You won't be able to receive payments, have another person take PayTo Payments using a PayID, or transfer or update a PayID while it's locked.

If a PayID has been inactive for 3 years, we can close or lock that PayID. We can also close a PayID if there is a dispute about the PayID, and you can't confirm you have the right to use it.

We may require you to reconfirm that you have the right to use a PayID. If there is a dispute about who has the right to use a PayID you have created, we will contact you and may ask you for additional proof of your authority. If you are unable to provide that proof within the time limit we specify, your PayID may be closed.

If your PayID changes or is closed, you are responsible for letting other people know, including anyone who makes payments to you or takes PayTo Payments from you using the PayID. If your PayID is closed:

- your PayID may be registered by someone else if they can show they have the right to use it, and payments using this PayID will then be made to their account and
- we may pause or cancel your PayTo Payment Agreements.

By creating a PayID, you consent to us storing, using and disclosing your PayID information to third parties, including NPP Australia Limited and BPAY and other financial institutions, for the purposes of registering your PayID and to enable NPP®\* payments to be sent and received and for other reasonable purposes – like tracing and investigations.

## **Your PayID responsibilities**

In addition to the other responsibilities set out above:

- when using your PayID you must ensure that the correct PayID details are provided and that the PayID is owned by you and

\* NPP is a registered trademark of NPP Australia Limited.

- you must immediately notify ANZ if you become aware of any suspicious and/or fraudulent activity in connection with your PayID.

## PayTo

We may allow you to authorise and maintain PayTo Payment Agreements with Payees who offer PayTo®\* as a payment option.

### Creating a PayTo Payment Agreement

To establish a PayTo Payment Agreement, you will need to have an eligible ANZ Account, and the Payee will need to offer PayTo Payment services. You will be required to provide the Payee with your personal information including your BSB and account number or PayID. You are responsible for ensuring that any information you provide the Payee when establishing a PayTo Payment Agreement is correct. In respect of the collection, use and disclosure of any personal information or data you provide to the Payee, the terms and conditions of the Payee, and their privacy policy (if any) will apply.

Details of your PayTo Payment Agreement will be submitted by the Payee to their financial institution for their record and inclusion in the Mandate Management Service. The Mandate Management Service will record details of your PayTo Payment Agreement to ensure that payments are processed in line with the PayTo Payment Agreement and to notify us of the creation of the PayTo Payment Agreement.

We will notify you of the creation of a PayTo Payment Agreement. You must review all details within the PayTo Payment Agreement to verify whether they are correct. If you believe that any details contained within a PayTo Payment Agreement are incorrect (such as payment amount, frequency or any other detail presented), you may decline the PayTo Payment Agreement and contact the Payee, who may amend and resubmit it.

After reviewing the details of the PayTo Payment Agreement, you may authorise or decline it. If you authorise the PayTo Payment Agreement, we will record this instruction, update the Mandate Management Service and the PayTo Payment Agreement will become active. If you decline a PayTo Payment Agreement, we will record this instruction, update the Mandate Management Service and the PayTo Payment Agreement will be cancelled.

\* PayTo is a registered trademark of NPP Australia Limited.

If the Payee has specified a timeframe (up to a maximum of 5 days) within which you must action the PayTo Payment Agreement authorisation request, you must action the request within that timeframe. If no timeframe is specified by the Payee, the request will automatically expire after 6 days. Expired authorisation requests will be considered declined PayTo Payment Agreements.

A PayTo Payment Agreement may be withdrawn by the Payee at any time before you action an authorisation request.

### **Amending a PayTo Payment Agreement**

Your PayTo Payment Agreement may be amended by you, by the Payee or, by us.

By Payee:

Where an amendment to your PayTo Payment Agreement proposed by the Payee requires your authorisation, we will be notified of these amendments by the Mandate Management Service and will notify you of the proposed amendments. This could include, e.g., changes to the payment amount, payment frequency or date.

You must authorise or decline any amendment request that requires your approval. If you authorise the amendment we will record this instruction, update the Mandate Management Service and the amendment will become effective. If you decline the amendment we will record this instruction, notify the Mandate Management Service and the amendment will not be made. A declined amendment request will not otherwise affect the PayTo Payment Agreement.

If you decline the amendment request because it does not reflect the updated terms of the PayTo Payment Agreement that you have with the Payee, you may contact the Payee and have them resubmit the amendment request with the correct details. We are not authorised to vary the details in an amendment request submitted by the Payee.

Amendment requests which are not authorised or declined within 6 days of being sent to you will expire. If you do not authorise or decline the amendment request within this period of time, the amendment request will be deemed to be declined. This will not affect the existing terms of the PayTo Payment Agreement.

By you:

Once a PayTo Payment Agreement has been established, you can amend certain details of your PayTo Payment

Agreement (such as changing the linked ANZ Account) via ANZ Internet Banking, or in any other way we make available.

If your ANZ Account is no longer eligible for PayTo, you will be unable to make or authorise amendment requests on your agreement. You may:

- contact the Payee and request that they cancel the existing agreement and create a new PayTo Payment Agreement with an eligible BSB and account number or PayID or
- you may instruct us to cancel the agreement and request the Payee to submit a new PayTo Payment Agreement on an eligible ANZ Account.

If you instruct us to amend your PayTo Payment Agreement, we may decide, acting reasonably, not to act on your instruction, e.g., if:

- it is not possible for us to do so or
- we, acting reasonably, suspect fraud, the instruction has not been authorised by you or another account holder, the instruction has been provided by mistake or the instruction contains material mistakes or omissions.

By us:

We may, in our reasonable discretion, amend your PayTo Payment Agreement, on your instructions, but we will only do this in limited circumstances (e.g., if you are temporarily unable to access your ANZ Account).

## **Pausing a PayTo Payment Agreement**

By you:

Via ANZ Internet Banking, or in any other way we make available:

- you may instruct us to pause your PayTo Payment Agreement and
- where you have paused a PayTo Payment Agreement, you will also be able to resume that PayTo Payment Agreement.

We will act on such an instruction by updating your PayTo Payment Agreement and notifying the Mandate Management Service to update your record. The Mandate Management Service will notify the Payee's financial institution of this update.

If your ANZ Account is no longer eligible for PayTo, you will be unable to pause or resume your PayTo Payment Agreement. If this happens, you may instruct:

- the Payee to pause and resume the agreement on your behalf or
- us to cancel the agreement and request the Payee to submit a new PayTo Payment Agreement on an eligible account.

Before pausing a PayTo Payment Agreement you should consider if this action may cause you to breach any contractual obligations between you and the Payee. We will not be liable for any loss you suffer if you breach any agreement you have with the Payee.

By the Payee:

A Payee may pause and resume their PayTo Payment Agreement with you. If the Payee pauses or resumes a PayTo Payment Agreement, they will notify their financial institution for their record and update the Mandate Management Service. We will be notified of a pause/resume update by the Mandate Management Service. You can view the status and details of your PayTo Payment Agreement in ANZ Internet Banking (or in any other way we make available).

By us:

We may pause and resume your PayTo Payment Agreement to prevent or investigate any suspected fraud, unlawful activity, misconduct, or any suspicious activity.

We may also pause your PayTo Payment Agreement if your ANZ Account is no longer eligible to be used to process a payment initiation request provided we have given you reasonable prior notice of the change in eligibility.

We will notify the Mandate Management Service to update your record and the Mandate Management Service will notify the Payee's financial institution of this update. We will notify you of this, unless we pause your PayTo Agreement because we have exercised our rights to block your account without telling you first (read '*When we can block accounts and transactions*').

While your PayTo Payment Agreement is paused, we will not process payment instructions in connection with it.

If your PayTo Payment Agreement has been paused because your ANZ Account is no longer eligible for PayTo,

and you amend the agreement to link it to an eligible BSB and account number, your PayTo Payment Agreement will automatically resume.

## **Cancelling a PayTo Payment Agreement**

By you:

You may instruct us to cancel a PayTo Payment Agreement on your behalf via ANZ Internet Banking (or in any other way we make available). We will act on this instruction by updating your PayTo Payment Agreement and notifying the Mandate Management Service to update your record. The Mandate Management Service will notify the Payee's financial institution of this update.

Cancelling a PayTo Payment Agreement will take effect immediately and it cannot be re-activated. Before cancelling a PayTo Payment Agreement you should consider if this action will cause you to breach any contractual obligations between you and the Payee. We will not be liable for any loss you suffer if you breach any agreement you have with the Payee other than to the extent that the loss is caused by our negligence, fraud, wilful misconduct or mistake (including our employees, contractors, agents, officers and receivers).

If your ANZ Account is no longer eligible for PayTo, you will be unable to cancel your PayTo Payment Agreement. In that event, you can contact us to cancel the PayTo Payment Agreement on your behalf.

By the Payee:

A Payee may cancel their PayTo Payment Agreement with you. If the Payee cancels your PayTo Payment Agreement, they will notify their financial institution for their record and update the Mandate Management Service. We will be notified of this cancellation by the Mandate Management Service. You can view the status and details of your PayTo Payment Agreement in ANZ Internet Banking (or in any other way we make available).

By us:

We may cancel your PayTo Payment Agreement to prevent or investigate any suspected fraud, unlawful activity, misconduct, or any suspicious activity.

We may also cancel your PayTo Payment Agreement if your ANZ Account is no longer eligible for PayTo provided we have given you reasonable prior notice of the change in eligibility.

You may also request us to cancel a PayTo Payment Agreement on your behalf if you do not have access to do so yourself via ANZ Internet Banking (or in any other way we make available). We will notify the Mandate Management Service to update your record. The Mandate Management Service will notify the Payee's financial institution of this update. We will notify you of this, unless we cancel your PayTo Payment Agreement because we have exercised our rights to close your account without telling you first (read '*Closing accounts*').

### **Unauthorised PayTo Payments**

Once a payment has been made under a PayTo Payment Agreement it is irrevocable. Refunds and reversals will not be provided by us, PayTo or the NPP where you have a dispute with a Payee about any goods or services you have agreed to or acquired from the Payee under a PayTo Payment Agreement. If you have any complaints about goods or services purchased using a PayTo Payment Agreement you must resolve the complaint directly with the Payee concerned.

If you become aware of a payment being made from your ANZ Account, that is not permitted under the terms of your PayTo Payment Agreement (such as the payment frequency or the amount debited) or was not authorised by you, you can contact the Payee to resolve this matter directly with them. You can also ask us to, raise an enquiry with the Payee's financial institution in an attempt to recover funds on your behalf.

### **Your responsibilities**

- You must comply with all applicable laws in connection with your use of PayTo
- You are responsible for ensuring that:
  - you comply with the terms of any agreement that you have made with a Payee, including adhering to any termination notice periods
  - all data you provide to us or to any Payee that subscribes to PayTo is accurate and up to date
  - you do not use PayTo to send threatening, harassing or offensive messages to a Payee or any other person and
  - any Passcodes needed to access the facilities we provide are kept confidential and are not disclosed to any other person

- You acknowledge that you are responsible for any loss that you or any other person suffer in connection with the cancellation or pausing of a PayTo Payment Agreement which is in breach of any agreement that you have with that Payee. This could include (but is not limited to) any termination notice periods that have not been adhered to, any payments that may still be due and any cancellation fees or charges that may apply
- You must immediately notify us if you no longer hold or have authority to operate an account or PayID that is linked to a PayTo Payment Agreement
- You must promptly respond to any communication that you receive from us regarding a PayTo Payment Agreement, and within any reasonably specified time period. To the extent permitted by law, and subject to the provisions relating to liability in the '*Unauthorised transactions*' section of these T&Cs, we will not be liable for any loss that you may incur as a result of your delay in responding to such communication and
- If you become aware of any activity that appears suspicious or fraudulent in relation to a PayTo Payment Agreement, for example, if you receive a PayTo Payment Agreement authorisation request that you are not expecting or become aware of a fraudulent PayTo Payment being processed from your account, you must immediately:
  - pause your PayTo Payment Agreement and
  - notify us.

### **Migrated direct debit arrangements**

This clause applies when migrated direct debit functionality is offered by both us and the Payee's financial institution.

Payees who have an existing direct debit arrangement with you may establish a PayTo Payment Agreement to replace it. This is called a **migrated direct debit arrangement** and will be used to process payments under those arrangements via the NPP rather than BECS (Bulk Electronic Clearing System).

If you have an existing direct debit arrangement with a Payee, you may be notified by them that future payments will be processed from your account under PayTo. The Payee (and not ANZ) should give you prior written notice about the migration and changed processing arrangements. If you do not consent to the migration of your direct debit arrangement to PayTo, you must advise the Payee.

We are not obliged to provide notice to you of a migrated direct debit arrangement for you to authorise or decline.

We will process instructions received from a Payee on the basis of a migrated direct debit arrangement.

A migrated direct debit arrangement will be a PayTo Payment Agreement under these T&Cs.

You can view the full details of a migrated direct debit arrangement in ANZ Internet Banking, or in any other way we make available. You can maintain a migrated direct debit arrangement in the same way as any other PayTo Payment Agreement.

You should pause or cancel the PayTo Payment Agreement and contact the Payee if you do not agree with the terms of the PayTo Payment Agreement.

### **PayTo Payment instructions**

Once a PayTo Payment Agreement has been authorised by you (and is not paused):

- PayTo Payments are processed through the NPP
- payments made under a PayTo Payment Agreement will be subject to any associated terms, conditions and codes of practice that apply to PayTo (for example, payment processing timeframes and dispute processes)
- we will process payments as instructed by the Payee, via their financial institution or payment processor in connection with a PayTo Payment Agreement once it is authorised by you and
- you are responsible for ensuring that you have sufficient funds available to meet the requirements of all PayTo Payment Agreements you have authorised and which remain active. If a payment instruction received by us is unable to be processed due to an issue with your ANZ Account (such as insufficient funds), the Payee, via their financial institution or payment processor, can re-attempt the payment instruction. We will not be liable for any loss that you suffer as a result of your ANZ Account having insufficient funds.

### **Our rights and responsibilities**

- We will accurately reflect any instruction you provide to us in connection with a PayTo Payment Agreement in the Mandate Management Service
- We may, in our discretion, delay acting on or decline to act on any of your instructions in relation to your PayTo

Payment Agreement where we reasonably consider this necessary to protect us or you from suffering financial loss (e.g., as a result of suspected fraudulent activity on your ANZ Account)

- If you or we close your ANZ Account that is linked to a PayTo Payment Agreement, we may cancel that PayTo Payment Agreement. In this event, we will not be liable for any loss you suffer if you breach any agreement you have with the Payee.

### **Our liability under PayTo**

In addition to and without limiting any other section in these T&Cs, we will not be liable for any loss that you suffer as a result of, or in connection with the following:

- any payments processed by the Payee in accordance with the terms of a PayTo Payment Agreement you have authorised
- any payments processed by the Payee outside the payment frequency you have authorised
- any payments processed by the Payee that do not reflect the amount you owe the Payee (but which are within any “Maximum” amount specified in the PayTo Payment Agreement)
- acting on any instruction from you in relation to your PayTo Payment Agreement
- acting on your request to transfer a PayTo Payment Agreement to an account held at another financial institution
- your failure to respond within the relevant time period to any notice or instruction from us or
- acting on a notice or an instruction from the Mandate Management Service, a Payee (via their financial institution or payment processor) in relation to you or a PayTo Payment Agreement,

unless such loss is directly caused by a processing error by us, or our negligence, fraud, wilful misconduct or mistake (including our employees, contractors, agents, officers and receivers).

Neither party is liable for any consequential loss or damage suffered as a result of using PayTo, other than any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

## Earning interest

### Interest rates

Details of the current interest rates (including applicable bands or tiers) for the ANZ Accounts are available online at [www.anz.com/auxiliary/rates-fees-terms/interest-rates](http://www.anz.com/auxiliary/rates-fees-terms/interest-rates) and are part of these T&Cs (subject to any agreement we have with you, which is also part of these T&Cs). You can also find the current interest rates by:

- calling our Rate Inquiry Line (Read '*How to Contact us*' in '*Getting in touch*') or
- visiting an ANZ branch.

This '*Earning interest*' section does not apply to:

- ANZ Term Deposits and ANZ Advance Notice Term Deposits, which have their own specific terms about interest. Read '*ANZ Term Deposit and ANZ Advance Notice Term Deposit*'
- accounts for which we do not pay interest, currently being:
  - ANZ Access Advantage. Read '*ANZ Access Advantage account*'
  - ANZ Access Basic. Read '*ANZ Access Basic account*'
  - ANZ One. Read '*ANZ One offset account*'

Interest rates are annual rates. They may change and may be zero.

### How and when we pay interest

Interest will be paid to your ANZ Account with the frequency indicated in the '*Specific terms for specific accounts*' section that is applicable to your ANZ Account, unless:

- another frequency is set out in a confirmation letter relating to the opening of your ANZ Account
- we have agreed another frequency with you or
- we have notified you of a different frequency in accordance with our rights as set out in '*Changes we can make*'.

Interest paid will generally include interest earned up to (but excluding) the day on which the interest is paid.

Where an interest payment is scheduled to be paid on the 29th, 30th or 31st of a month which doesn't have that date, it will, subject to the following, be paid on the last day of that month.

Except for ANZ Passbook Savings accounts, ANZ Passbook Pensioner Advantage accounts and ANZ V2 PLUS accounts, where an interest payment is scheduled to be paid on a non-Business Day:

- if the previous Business Day is in the same month as the scheduled date, it will be paid on the previous Business Day. The payment will exclude interest accruing in respect of that previous Business Day or
- if the previous Business Day is not in the same month as the scheduled date, the interest payment will instead be paid to your ANZ Account on the next Business Day. The payment will include interest accrued up to, but not including or after, the scheduled date. The payment will be paid with effect from the scheduled date.

Read ‘ANZ Passbook Savings account and ANZ Passbook Pensioner Advantage account’ and ‘ANZ V2 PLUS account’ for the rules that apply to ANZ Passbook Savings accounts, ANZ Passbook Pensioner Advantage accounts and ANZ V2 PLUS accounts.

We may credit interest to your ANZ Account on an earlier date than the scheduled date, being:

- any date we change the frequency that interest is paid to your ANZ Account or
- any other date we reasonably consider is appropriate, such as where your product type has changed at your request or as part of a process to discontinue or replace a product or migrate a product.

In the case of ANZ Term Deposit accounts, ANZ Advance Notice Term Deposit accounts and ANZ Equity Manager accounts, you can choose to have your interest paid to another eligible ANZ deposit account, rather than being paid to the ANZ Account on which the interest accrues. Unless you tell us otherwise, we’ll pay any interest to your ANZ Account on which the interest accrues.

## How interest is calculated

We calculate interest for each day by dividing the applicable annual interest rate by 365 (or 366 in a leap year) and multiplying this rate by the effective daily balance above \$0 (or the relevant part of it) for your ANZ Account at the end of that day.

Where we pay interest on your ANZ Account, standard interest will apply unless the ‘*Specific terms for specific accounts*’ say that a tiered or banded interest rate applies to your ANZ Account.

## Types of interest rates

Different types of interest rates may apply for a day if your ANZ Account earns interest – e.g.:

- standard interest - this is when one interest rate will apply to the entire effective daily balance of your ANZ Account
- tiered interest - this is when different interest rates may apply to the entire effective daily balance depending on what the effective daily balance for your ANZ Account is
- banded interest - this is when different interest rates may apply to different parts of the effective daily balance for your ANZ Account.

## Adjustments

We will generally make an adjustment if something happens that changes the effective daily balance that we used to calculate interest – like if a payment that was included in your effective daily balance is later reversed. However, we might not make an adjustment if the transaction is more than 60 days old. If we make an adjustment, we may use either the current interest rate or the rate that would have applied at the date of the transaction.

This may affect the amount of interest we pay or have already paid.

An adjustment may mean that a different interest rate applies to your effective daily balance (or the relevant part of it) for tiered or banded interest (if it applies) or change whether or not you qualified for bonus interest (if it applies).

## Specific terms for specific accounts

### ANZ Access Advantage account

We do not pay interest on this account.

### ANZ Access Basic account

To be eligible for this account, you must hold either a Seniors Concession card, Pensioner Concession card, Centrelink Health Care card or Repatriation Health card (Department of Veterans' Affairs). We may decide you are eligible in other circumstances.

We may require that you:

- provide us with your Centrelink or Veterans' Affairs number or
- allow us to confirm with the relevant Commonwealth agency that you hold one of the cards listed above.

If we think you no longer meet the eligibility criteria for this account, we may contact you. If you cannot show you are still eligible within at least 30 days, we may treat this account as an ANZ Access Advantage account from the end of that period.

You cannot have more than one ANZ Access Basic account.

We do not pay interest on this account.

## ANZ Pensioner Advantage account

To be eligible for this account, you must receive a Centrelink pension or Australian Veterans' Affairs pension or allowance. This applies for both account holders if this account is in joint names. If you stop receiving the pension or allowance, you must tell us immediately.

If we think you no longer meet the eligibility criteria for this account, we'll contact you. If you cannot show that you are still eligible within at least 30 days, we may refuse to pay any interest earned on your ANZ Pensioner Advantage account in that period or treat your ANZ Pensioner Advantage account as an ANZ Access Advantage account from the end of that period.

You can generally only hold one of these accounts.

The credit interest rate is banded.

Interest is paid to your ANZ Pensioner Advantage account every three months from the date your ANZ Pensioner Advantage account was opened.

## ANZ Progress Saver account

This account earns two types of interest:

- base interest, which is tiered and
- subject to qualifying, bonus interest.

Both base and bonus interest for each month are paid to your ANZ Progress Saver account on the last Business Day of that month in accordance with the rules set out in '*Earning interest*'.

You qualify for bonus interest in a month if you:

- make at least one deposit of the set minimum amount (currently \$10) or more during that month and
- have no withdrawals, fees, or charges during that month.

In relation to qualification for bonus interest and calculation of interest earned:

- for the purposes of determining whether you qualify for bonus interest for a particular month, deposits, withdrawals, fees and charges are only taken to have occurred during a month if they have an effective date that is after the last Business Day of the previous month and on or before the last Business Day of that month (**the Eligibility Period**) and
- interest for a specific month is generally calculated for the period from and including the last Business Day of the previous month up to the end of the day before the last Business Day of that month (that is, it does not include interest for the last Business Day of that month),

except that where the effective date of a transaction is prior to the Eligibility Period in which the processing date occurs and:

- the effective date is:
  - the last Business Day of the previous Eligibility Period (**the Prior EP**), the transaction will be treated as having been made in the current Eligibility Period
  - the last Business Day of the Eligibility Period that is two Eligibility Periods before the current Eligibility Period (**the Prior-Prior EP**), the transaction will be treated as having been made in the Prior EP

for the purposes of determining qualification for bonus interest

- the effective date is in the Prior-Prior EP other than the last Business Day of that period and limited to 60 days before the processing date:
  - for the purposes of determining qualification for bonus interest, it will be treated as having been made in the Prior EP and
  - for the purposes of calculating bonus interest earned, it will be treated as having been made on the last Business Day of the Prior-Prior EP.

In accordance with our rights under '*Adjustments*' above, we generally will not make an adjustment (to eligibility for bonus interest or the calculation of bonus interest earned) where the effective date of the transaction is in

an Eligibility Period that is more than two Eligibility Periods before the Processing Eligibility Period.

For the purposes of this clause, the effective date is the date we assign to the transaction in our system (which is generally the date it actually occurred, which may differ from the date it was processed by our systems). The processing date is the date the entry is made. These two dates may differ. Read *‘Things don’t always happen straight away’* and *‘We can make adjustments’*.

The method of calculating interest means that if you open your ANZ Progress Saver account on the last Business Day of a month, your first interest payment will be on the last Business Day of the next month. This payment covers interest from the day your ANZ Progress Saver account was opened up to but not including the payment date. In that circumstance, any transactions (including fees or charges) effective on the day your ANZ Progress Saver account is opened don’t count towards your eligibility for bonus interest on your first monthly interest payment.

When you close your ANZ Progress Saver account, we treat it as a withdrawal, and you won’t get bonus interest for that month.

If you wish to meet the minimum monthly deposit requirement by way of a recurring payment, we recommend you set up the deposit to occur at least a week before the last Business Day of each month.

## ANZ Premium Cash Management Account

The credit interest rate is tiered.

We credit interest to your ANZ Premium Cash Management Account on the last Business Day of every month in accordance with the rules set out in *‘Earning interest’*.

## ANZ SMSF Cash Hub account

To be eligible for this account, you must be a trustee of an Australian Self-Managed Superannuation Fund (SMSFs) registered with the Australian Tax Office.

The credit interest rate is tiered.

We credit interest to your ANZ SMSF Cash Hub account on the last Business Day of every month in accordance with the rules set out in *‘Earning interest’*.

## ANZ Passbook Savings account and ANZ Passbook Pensioner Advantage account (no longer available to new customers) (your ANZ Passbook account)

We'll give you a passbook which must be used when you make a withdrawal or deposit at an ANZ branch which accepts such withdrawals and deposits.

Your passbook is important and must be kept in a safe place. Contact us immediately if your passbook is lost or stolen.

You're responsible for having your passbook updated regularly and agree that updates to your passbook confirm all transactions on your ANZ Passbook account.

You can put money into your ANZ Passbook account:

- by direct credit
- at an ANZ branch which accepts such deposits
- by transfer from another financial institution or
- any other way we allow.

You can take money out at an ANZ branch that allows such withdrawals. We may also allow other withdrawal methods.

To help verify your identity during withdrawals, you can have a 'blacklight' record of your signature in the back of your passbook.

Some ANZ branches can't process deposits or withdrawals for ANZ Passbook accounts. You can identify these branches using the '*Find a branch/ATM*' tool on [www.anz.com](http://www.anz.com), by asking at any branch, or by calling our Contact Centre.

For ANZ Passbook Savings accounts, the credit interest rate is tiered.

For ANZ Passbook Pensioner Advantage accounts, the credit interest rate is banded.

We credit interest to your ANZ Passbook account every three months from the date on which your ANZ Passbook account was opened in accordance with the rules set out in '*Earning interest*' except that, where an interest payment is scheduled to be paid to your ANZ Passbook account on a non-Business Day:

- it will generally be paid on the previous Business Day (if in the same month)

- however, where that preceding Business Day is not in the same month as the scheduled date, the interest payment will instead be paid to your ANZ Passbook account on the next Business Day.

In each case, the payment covers interest accrued (or expected to accrue) up to, but not including or after, the scheduled date. The payment will also be paid from the scheduled date.

## ANZ Term Deposit and ANZ Advance Notice Term Deposit

We offer two types of personal term deposits:

- ANZ Advance Notice Term Deposit and
- ANZ Term Deposit.

The main difference between the two (apart from the credit interest rate) is that you must provide 31 days' notice if you wish to withdraw funds early from an ANZ Advance Notice Term Deposit.

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

### Establishing your term deposit

You can establish a term deposit:

- by putting money in at an ANZ branch that accepts such deposits
- by requesting a transfer of funds from another of your ANZ accounts via ANZ Internet Banking or over the phone or
- in any other way we allow.

The minimum term deposit amount is \$5,000.

### Term

A range of terms are available. You can ask us about available terms or find out more on [anz.com](http://anz.com)

### End of term options

When establishing a term deposit, we will normally ask you what you want to do with the funds in your term deposit when the term ends.

Upon maturity, you can choose whether the funds are paid to you or reinvested in another ANZ term deposit. You can choose different options to apply to each of the principal payment and interest payment.

Your instructions apply to both the original term deposit and, if applicable, any further term deposit arising from reinvestment.

You have up to the end of the period of seven days beginning immediately after the maturity date (the last day of the term) to change your mind for the reinvestment option. You can also choose to have the amount of the term deposit, or any unpaid interest on the term deposit, or both, paid to you. Within that seven-day time period, you can change your instructions by:

- changing the reinvestment term and/or
- changing the reinvestment amount (as long as the change is at least \$1,000 and the amount to be reinvested is at least \$5,000) and/or
- choosing a different type of ANZ term deposit if we allow you to do so and/or
- changing the frequency of interest payments for the new term deposit.

The interest rate will be determined based on these changes.

If you opened your ANZ term deposit directly with us, you can change your instructions at any ANZ branch, via ANZ Internet Banking or in any other way we allow. If you opened your ANZ term deposit through an approved ANZ intermediary, you can change your instructions through the intermediary.

You can change reinvestment instructions within seven days after maturity, and if you do so this will not be treated as an early withdrawal under the section '*Consequences of early withdrawals from your term deposit*'.

Instructions changed in ANZ Internet Banking may take 2 Business Days to be processed and need to be provided in time to be processed within the seven-day period.

If you have not provided relevant instructions prior to maturity, and the balance of your term deposit is \$5,000 or more, we will reinvest the funds into a new ANZ term deposit with the same term and interest payment frequency (subject to our right to not reinvest if we have been managing your term deposit for a period of more than 3 years without receiving instructions from you). If the balance of your term deposit on maturity is less than \$5,000 we may not reinvest the funds into a new ANZ term deposit and may instead pay you the balance,

regardless of whether you have provided instructions to reinvest the funds into a new ANZ term deposit.

If funds are reinvested, unless otherwise agreed with us, the interest rate for the new term deposit will be the one advertised at the beginning of the seven-day period mentioned above for ANZ term deposits of the same type, term and amount and with the same frequency of interest payments. This interest rate may be higher or lower than the rate on your maturing term deposit. You can contact us to confirm the rate that applies.

If we have been managing your term deposit for a period of more than 3 years (including reinvesting) without receiving instructions from you, we may not reinvest the funds on maturity and instead:

- we will make reasonable efforts to pay you the funds and
- if we are unable to pay the funds to you, the funds will be a debt owed to you by us which, subject to law, you are legally entitled to claim from us.

We will only do this if we have made reasonable efforts to contact you at least 3 months prior to maturity and have not received your instructions.

### **Receiving payments from your term deposit account**

When opening a term deposit, we will normally ask you how you wish payments to be made. You can choose the same way for both principal and interest payments, or choose different options. You can change this any time at an ANZ branch, through ANZ Internet Banking, or any other way we allow. It might take us a day or more to process your change.

You can choose to have term deposit account payments made:

- by paying them into another eligible ANZ Account
- by bank cheque (which may incur a fee - read the 'ANZ *Personal Banking General Fees and Charges*' booklet) or
- any other way we agree to.

If at any time your payment instructions are no longer valid or able to be followed by us (acting reasonably) (for e.g., because the eligible ANZ Account you have nominated has been closed) we will take reasonable steps to contact you to receive revised instructions. If we can't get in touch with you, we may pay the funds into another eligible ANZ account you hold or if there is no such account, will pay the funds to you in any other way we can. If we are not able to pay you the funds after

making reasonable attempts to contact you and to pay them to you, you agree that we may reinvest the funds into a new ANZ term deposit with the same term and interest payment frequency.

If funds are not to be reinvested when your term deposit matures, we'll pay the funds to you on or before the maturity date or the next Business Day if the maturity date falls on a non-Business Day.

### **Interest payments**

You must choose how often you'll receive your interest when you establish your term deposit as this will affect the interest rate you earn. Interest is usually paid on maturity, however, where available, you can choose monthly, quarterly, semi-annually or annually, with a final interest payment on maturity. If you opened your term deposit through an approved ANZ intermediary, you can provide that intermediary with those instructions. Otherwise, you can provide those instructions in an ANZ branch.

Once set, you can't change the frequency during the term.

If you've chosen to receive interest more frequently and your final interest payment date doesn't match the maturity date, we may make the final interest payment upon maturity, combined with the maturity interest payment, instead of on the scheduled interest payment date.

An interest payment made on a day typically doesn't include the interest earned on that same day.

Interest will accrue daily on the principal balance of your term deposit as at the end of each day of the term, including the first day of the term but not including the maturity date. This interest is calculated at the applicable daily rate (the annual interest rate divided by 365). It's important to note that the interest isn't compounded, meaning it's not added to your principal balance, and won't be factored into future interest calculations.

If an interest payment is scheduled for the 29th, 30th, or 31st of a month that doesn't have those dates, it will generally be made on the last day of that month instead. However, if an interest payment is due on a non-Business Day, it will be made on or before the next Business Day. This payment covers the interest accrued up to but not including the scheduled date and beyond it.

The interest rate remains unchanged throughout the term of your term deposit, except for adjustments due to early

withdrawals. When you open or rollover a term deposit, we'll inform you of the applicable annual interest rate.

Any interest that is to be paid upon maturity of a term deposit can be reinvested together with the term deposit.

If at any time your instructions to make interest payments are no longer valid or able to be followed by us (acting reasonably) (for e.g., because the ANZ Account you instructed us to pay the interest to has been closed) and we have made reasonable attempts to contact you to obtain revised instructions without success and we cannot reasonably pay the funds to you by some other method, you agree that we may reinvest the interest with the funds that are otherwise to be reinvested into a new ANZ term deposit on maturity.

### **Early withdrawals for ANZ Advance Notice Term Deposits**

You can ask to withdraw all or part of your funds from your ANZ Advance Notice Term Deposit before it matures. If your request is valid, we'll give you the money on or before the 31st day after you requested, or the next Business Day if the 31st day falls on a non-Business Day. However, if you request a withdrawal less than 31 days before the deposit matures, we do not have to give you the money earlier than the maturity date.

You can only have one early withdrawal request at any time. While you can't change an early withdrawal request, you can cancel it in person at any ANZ branch or through other methods we allow, up to two Business Days before the scheduled early withdrawal date.

If you're experiencing financial hardship, contact us to discuss the possibility of withdrawing funds from your ANZ Advance Notice Term Deposit with shorter notice.

### **Consequences of early withdrawals from your term deposit**

Except where your term deposit is managed through an ANZ approved intermediary, to withdraw part or all of your funds in your term deposit before it matures, you need to request it:

- in person at an ANZ branch
- through ANZ Internet Banking or
- using any other method we allow.

If your term deposit is managed through an approved ANZ intermediary, you must make the request through the intermediary.

Unless you're withdrawing all the funds, the minimum withdrawal amount is \$1,000. Also, if you're making a partial withdrawal, the remaining balance must be at least \$5,000.

When you withdraw early (except after the death of an account holder), we'll charge a \$30 administration fee and reduce the interest on the withdrawn amount based on the percentage of the original term that has passed, as detailed below.

Percentage of term elapsed	Interest reduction
0 to less than 20%	90%
20% to less than 40%	80%
40% to less than 60%	60%
60% to less than 80%	40%
80% to less than 100%	20%

For e.g., if you have a \$10,000 term deposit invested at 5.00% p.a. for a 12-month term (i.e. 365 days) with interest being paid at maturity, and you terminate the term deposit and withdraw the entire balance 9 months (i.e. 274 days) into the term, we determine the reduction in interest as follows:

**Step 1**

We divide the original interest rate by 365 to get the daily interest rate:  $5\% \div 365 = 0.0136986\%$

**Step 2**

We multiply that daily interest rate by the amount of the term deposit to get the interest earned each day:  $\$10,000 \times 0.0136986\% = \$1.36986$

**Step 3**

We multiply the amount determined under Step 2 by the number of days for which the funds were deposited:  $\$1.36986 \times 274 \text{ days} = \$375.34$

**Step 4**

We determine the percentage of the original term that has elapsed:  $274/365 \text{ (days)} = 0.75 \text{ (75\%)}$ . As 75% of the original term has passed, the interest will be reduced by 40%. We then multiply the interest earned as determined

in Step 3 by 40% (0.40) to get the interest reduction:  
 $\$375.34 \times 0.40 \text{ (40\%)} = \$150.13$

## Step 5

We then take the interest reduction amount from the interest earned amount to determine the interest that you will receive:  $\$375.34 - \$150.13 = \$225.21$

In this example, you would receive \$225.21 in interest.

This calculation is a general guide and actual interest and reduction may slightly differ due to rounding used in the example.

If a partial early withdrawal is made, any amount to be deducted will first be taken from interest earned but not yet paid. If the amount is more than the interest earned, the balance will be taken from the principal balance of the term deposit account.

## ANZ V2 PLUS account

**ANZ V2 PLUS accounts are only available through approved ANZ intermediaries from 29 September 2012.**

ANZ V2 PLUS accounts can come with or without direct banking facilities:

- direct banking facilities give you electronic access through ATMs, EFTPOS, ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Banking. You can also transact at ANZ branches or through the ANZ V2 PLUS Service Centre and
- without direct banking facilities generally withdrawals are only allowed through the ANZ V2 PLUS Service Centre. There are also restrictions on how deposits can be made to these accounts.

Contact details for the ANZ V2 PLUS Service Centre appear at '*How to contact us*' in '*Getting in touch*'.

## ANZ V2 PLUS account features

### Who's eligible

You're eligible if you open the account through an approved ANZ intermediary and are:

- an individual who is 18 or over (if the account is for an individual who is under 18, the account must be in the parent's or guardian's name) or
- a company or other entity types that we allow (excluding financial institutions).

## **Putting money in**

You can put money into your ANZ V2 PLUS account as set out in *'Money in'* except that cheques should be sent to the ANZ V2 PLUS Service Centre and depositing cash and transferring funds at any ANZ ATM is only available in the case of ANZ V2 PLUS accounts with direct banking facilities.

## **Minimum balance**

You must maintain a minimum balance of \$5,000 in your ANZ V2 PLUS account, unless we agree otherwise. This does not apply to accounts opened through an approved ANZ intermediary after 29 September 2012. If a withdrawal brings your balance below this amount, or further reduces the balance below this amount:

- we may not allow the withdrawal or
- we may ask you to withdraw the full balance and/or we may close your ANZ V2 PLUS account. If we require you to withdraw the full balance, you must contact the ANZ V2 PLUS Service Centre to do this.

## **Taking money out of your ANZ V2 PLUS account**

As long as funds are available, you can withdraw funds from your ANZ V2 PLUS account in the following ways:

- by bank cheque
- by transferring funds to another ANZ account or another financial institution or
- by any other way we allow.

You can request to make a withdrawal by:

- posting or faxing a request with the required signatures to the ANZ V2 PLUS Service Centre
- if we have approved telephone withdrawal facilities for your ANZ V2 PLUS account, by calling the ANZ V2 PLUS Service Centre or
- any other method we allow.

Same day withdrawals are possible (as long as there are sufficient cleared funds immediately available for use) if the ANZ V2 PLUS Service Centre receives your request:

- before 11 am Melbourne time for cheque withdrawals or transfers to a validly nominated account or
- before 1 pm Melbourne time, for other withdrawals.

Where your request is received after these times, or on a day when the ANZ V2 PLUS Service Centre or we are

closed for business, the withdrawal will generally be made on the next Business Day.

For ANZ V2 PLUS accounts opened directly with ANZ (i.e. not through an approved intermediary) the minimum amount you can withdraw through the ANZ V2 PLUS Service Centre is \$500, unless we allow otherwise. If you have an account with direct banking facilities (or if we otherwise allow) you can also make withdrawals (as long as funds are available) in any other ways set out in *'Money out'*.

For assistance stopping/cancelling periodical payments, cheques and blocking specific direct debits or those from certain merchants, contact the ANZ V2 PLUS Service Centre.

### **About transactions and amounts shown**

The ANZ V2 PLUS Service Centre will take reasonable steps to make sure that you receive withdrawals within the specified time, but will not be responsible for delays which are beyond its control.

Funds deposited into your ANZ V2 PLUS account can be transferred on the same day as the deposit is effective but they might not appear immediately as part of your balance.

Withdrawn amounts will still be shown as part of your ANZ V2 PLUS account balance, earning interest, until a withdrawal is processed by us.

Subject to terms for payments processed through the NPP, transactions will only be processed to your ANZ V2 PLUS account on Business Days. If a transaction happens on a non-Business Day, it will be processed on the next Business Day and will take effect on that day. However, withdrawals will always decrease the available funds in your ANZ V2 PLUS account on the day they are made.

### **Earning interest on your ANZ V2 PLUS account**

For ANZ V2 PLUS accounts opened directly with us, the interest rate is ANZ V2 PLUS Retail Rate.

For ANZ V2 PLUS accounts opened through an approved intermediary, the interest rate is the ANZ V2 PLUS Intermediary Rate, plus any applicable margin as indicated in your statement of account or in a notice we provide you.

In both cases, this is subject to any notices we have provided to you which specify otherwise. Additionally, the interest rate and any applicable margin can change. Read

*'Changes we can make'*. You can check the current rates on your statement, on our website, at any ANZ branch, or by contacting the ANZ V2 PLUS Service Centre.

The daily interest rate is calculated by dividing the annual rate by the number of days in a year (usually 365, however, 366 in a leap year).

Interest accrues daily on the positive effective daily balance of your account at the end of each day at the applicable daily rate.

Subject to any alternative arrangements agreed with you by a relevant intermediary at the time of opening your ANZ V2 PLUS account, we'll pay accrued interest to you on the first day of January, April, July, and October, unless stated otherwise, in accordance with the rules set out in *'Earning interest'*. If you close your ANZ V2 PLUS account, we'll generally pay any outstanding accrued interest at that time.

However, if an interest payment is scheduled for a non-Business Day, it will be made on the previous Business Day. The payment covers interest accrued up to, but not including, the scheduled date and will be paid with effect from the scheduled date.

All interest payments will be paid to your ANZ V2 PLUS account.

### **Joint, company, partnership, trust and unincorporated association accounts**

For joint, company, partnership, trust and unincorporated association V2 PLUS accounts, withdrawals from account holders and/or Authorised Persons must follow the instructions provided by the account holders and/or Authorised Persons.

Account holders and/or Authorised Persons can withdraw or transfer funds independently without permission from the other account holders and/or Authorised Persons.

However, if you prefer that account holders and Authorised Persons jointly operate the account and consent to transactions, you can request this in writing. This request will only take effect after we confirm it in writing and additional criteria may apply depending on the account ownership type. Once implemented, your ANZ V2 PLUS account will no longer have direct banking facilities (where available).

The only exceptions to this rule are withdrawals made through direct debit and phone requests to transfer funds to a previously validly nominated account. In these cases, any Joint Account holder can arrange or make the withdrawal.

## ANZ Online Saver account

To be eligible for this account, you must open, have or be authorised to deal with at least one ANZ deposit account with access to ANZ Phone Banking or ANZ Internet Banking. This ANZ deposit account must be linked to your ANZ Online Saver account at all times and if your linked account is a Joint Account, either Joint Account holder must be able to transact on it.

ANZ deposit account includes ANZ Access Advantage, ANZ Access Basic, ANZ Pensioner Advantage, ANZ Progress Saver, ANZ V2 PLUS and ANZ Premium Cash Management Account.

For Joint Accounts, each account holder has full authority to operate the account and act independently. You can't specify that more than one account holder needs to authorise transactions.

If you want to change instructions on who can make transactions, you can phone our Contact Centre. We may request this notice in writing.

You may put money into your ANZ Online Saver account in the following ways:

- deposit cash at any ANZ ATM in Australia that accepts cash deposits
- transfer between your accounts via ANZ Internet Banking, ANZ Mobile Banking or ANZ Phone Banking for accounts linked to your CRN
- transfer from another account in Australia
- transfer from another account outside Australia or
- any other way we allow.

You may take money out of your ANZ Online Saver account in the following ways:

- transfer between your accounts via ANZ Internet Banking, ANZ Mobile Banking or ANZ Phone Banking for accounts linked to your CRN
- transfer to another account in Australia (e.g., using Pay Anyone) via ANZ Internet Banking or ANZ Mobile Banking

- make a BPAY Payment via ANZ Internet Banking, ANZ Mobile Banking or ANZ Phone Banking
- arrange for another person to take a direct debit or PayTo Payment from your ANZ Account
- transfer to another account outside Australia via ANZ Internet Banking or
- by any other way we allow.

We will credit interest to your ANZ Online Saver account on the last Business Day of every month in accordance with the rules set out in *'Earning interest'*.

If you close your linked ANZ deposit account, you must either link another ANZ deposit account or close your ANZ Online Saver account.

## ANZ One offset account

To be eligible for this offset account, you must:

- have an Australian residential address
- be an individual or non-trading entity and use it solely for private or domestic purposes and
- hold an eligible ANZ home loan. Details of eligible loans are available on our website (anz.com) or by contacting us.

Only one ANZ One offset account can be linked to an eligible ANZ loan.

We will link your offset account to your ANZ loan when the following conditions are met:

- you have an eligible ANZ loan
- you have submitted a written request (in approved form) to link the offset account to the ANZ loan (note if you have an unlinked offset account and an eligible ANZ loan, ANZ may decide to link them)
- the offset account is not currently linked to any ANZ loan and
- the offset account is under the exact same name as the ANZ loan.

It can take up to 5 Business Days for us to link the offset account and the ANZ loan and, until linked, interest offsets will not apply.

If your offset account is no longer linked to an eligible ANZ loan or doesn't meet the above conditions for linking, we may close it. Before taking this step, we will contact you to ask how you want the funds in the offset account to be applied. If we do not hear from you within

30 days, we may deal with the funds according to 'If your ANZ Account is closed' or transfer them to another ANZ deposit account held by you.

## **Offset amounts**

We do not pay interest on this offset account. However, an 'offset amount' is calculated for each day when an offset arrangement applies and the account is in credit at the end of that day. This 'offset amount' will then be applied to reduce the interest charge on your linked ANZ loan as follows.

The steps we take to work out the 'offset amount' for a particular day are as follows:

### **Step 1**

We compare the effective daily balance of the ANZ One offset account and your linked ANZ loan at the end of the day. We use the lower balance in Step 3.

For example, if the effective daily balance of your ANZ One offset account is \$5,000 and the effective daily balance of your ANZ loan is \$150,000, we use the lower amount of \$5,000.

### **Step 2**

We multiply the interest rate applicable to your linked ANZ loan by the offset percentage of your account, which (unless the letter of offer we provided for your ANZ loan says otherwise) is 100%

For example, if the interest rate is 7.3% (i.e. 0.073) and the offset percentage of your account is 100% (100/100), we multiple those together to get 0.073.

### **Step 3**

We multiply the results from the two steps above, and then divide the outcome by 365

Using the examples above:  $(\$5,000 \times 0.073) \div 365 = \$1$  (the offset amount for that day).

In working out the 'offset amount' for a particular day, transactions on your offset account or linked ANZ loan are usually considered effective on the date they occur (e.g., the date a deposit is made). However, in some circumstances, acting reasonably, we may treat certain transactions as effective on another date for the purpose of the offset amount calculation (e.g., if a loan has been closed or refinanced or if a historic transaction is reversed).

On each day we debit interest to your linked ANZ loan, we add the daily 'offset amounts' accrued for the period over which that interest charge accrued and apply them to reduce the amount of interest we debit on that day. Any excess accrued offset amounts are forfeited and will not reduce future interest charges.

### **Terminating your offset arrangement**

We can unlink your offset account and your ANZ loan and terminate the offset arrangement, if:

- your offset account is closed
- your ANZ loan becomes ineligible for an offset arrangement
- you ask us to
- we close your ANZ loan account after the loan has been repaid or
- we provide a final payout figure for the repayment of your ANZ loan. If your ANZ loan is not repaid for any reason, it may take up to 5 Business Days to re-link the ANZ loan to your account and interest offset may not apply during that period.

When we terminate the offset arrangement, interest offset will no longer apply.

### **ANZ Equity Manager account**

The credit interest rate is tiered. We'll credit interest to your ANZ Equity Manager account or another eligible ANZ account nominated by you every month from the date you opened your ANZ Equity Manager account in accordance with the rules set out in '*Earning interest*'.

This account has a different fee structure compared to other types of accounts.

Read the '*ANZ Personal Banking Account Fees and Charges*' and '*ANZ Personal Banking General Fees and Charges*' booklets for details of this fee structure. We may allow you to choose an alternative eligible nominated ANZ account to which certain fees and charges are debited and if we do, you authorise us to debit your ANZ Equity Manager Account or alternative nominated ANZ account (as applicable) with all relevant fees and charges. A reference in these T&Cs to a fee or charge being debited to your account includes a reference to the fee or charge being debited to your alternative nominated ANZ account, unless the context requires otherwise.

Additionally, the T&Cs for the credit available with this account, excluding the Informal Overdraft mentioned in 'Keep enough \$ in your account', are contained in our 'Consumer Lending Terms and Conditions' booklet and in your letter of offer.

## Fees

### Fees that apply

Your ANZ Account has specific fees and charges which apply to it. Read the 'ANZ Personal Banking Account Fees and Charges' booklet (which together with these T&Cs makes up the terms and conditions for your ANZ Account) for more information about those fees and charges.

Other general fees and charges may apply for specific services or account activities. Details of those fees and charges and their amounts are set out in the 'ANZ Personal Banking General Fees and Charges' booklet, which is available at [www.anz.com/accounttermsconditions](http://www.anz.com/accounttermsconditions). You agree that we may debit those fees and charges to your ANZ Account if we provide you with relevant services or account activities.

You can ask us to provide you with information about current fees.

If we are entitled to a fee that we fail to collect, we have a right to collect that fee at a later date or for future transactions of the same type.

Choosing an alternative eligible nominated ANZ deposit account to which certain fees and charges are debited may apply for some eligible products. Read 'ANZ Equity Manager account'.

### More about fees

We can change and add fees. Read 'Things can change...'

Other people (such as merchants) may also apply fees and charges.

## If things go wrong

### Security Requirements

You must keep your ANZ Mobile Banking, ANZ Internet Banking, ANZ Phone Banking, ANZ Access Card, ANZ Access Visa Debit Card, your mobile phone or mobile device, and your Passcode secure by:

- setting a secure Passcode for your ANZ Cards, ANZ Account, ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Banking. The Passcode must not be your birth date or be a recognisable part of your name or include sequential or repetitive numbers
- keeping each Passcode secret – don't tell anyone what they are and don't store them on or with your ANZ Cards or mobile phone or mobile device, or keep a written record unless you can reasonably protect them and
- not otherwise acting with extreme carelessness in failing to protect the security of all Passcodes.

We call these steps the Security Requirements and you must comply with them. If you don't, you may be liable for your losses (including if someone takes money out of your ANZ Account without your permission).

Notwithstanding any other clause in these T&Cs, what you're liable for will be determined by the ePayments Code.

You must keep your CRN secret and not disclose it to any other person.

You must tell us if:

- your ANZ Access Card, ANZ Access Visa Debit Card or mobile phone or mobile device is misused, lost or stolen
- an unauthorised transaction happens or
- if you become aware or suspect that your username or Passcode has been lost, disclosed or used without your authority. You must not continue to use your username or Passcode. We will cancel it and arrange for you to select a new username or Passcode (including a new CRN if applicable).

You must tell us by using one of the contact methods listed in 'How to contact us' in 'Getting in touch'.

You shouldn't access ANZ Phone Banking through telephone services which record numbers dialled (for e.g., a hotel may record numbers dialled for billing purposes). You should obtain access to ANZ Phone Banking through an ANZ customer service operator in this situation.

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

### **Additional authentication requirements**

Acting reasonably, we may require additional authentication from you before we process some electronic transactions, including for higher limit payments.

If you are unable to comply with an authentication request or if the system through which the authentication is done malfunctions or is unavailable for any reason, ANZ may not be able to process an electronic transaction. In this instance, you can contact us using one of the contact methods listed in *'How to contact us'* in *'Getting in touch'*.

## Unauthorised transactions

You must contact us immediately if:

- you become aware of a transaction on your ANZ Account that you didn't make or that you didn't agree another person could make (this is an 'unauthorised transaction')
- you suspect someone has unauthorised access to your ANZ Account or ANZ Cards, or knows your Passcode (including your CRN) or
- your ANZ Card or mobile phone or mobile device is misused, lost or stolen.

In some circumstances, we may be able to get back the money that was paid out of your ANZ Account without your authorisation, or we may have to pay you that money back. We may not have to if you don't contact us or if you unreasonably delay in contacting us about certain items. Read *'When you'll be liable for loss'* and the specific sections that follow it.

You may also be able to obtain a refund through us if you have a dispute with a merchant (e.g., because goods were not provided) and you used your ANZ Card. You need to tell us as soon as possible, as time limits apply. You can contact us by using one of the relevant contact methods listed in *'How to contact us'* in *'Getting in touch'*.

### **When you won't be liable for loss**

You won't be liable for loss that arises from an unauthorised transaction if:

- it's clear that you didn't contribute to the loss
- the loss happens because your account number or PayID was used without a Passcode or card
- the loss happens because your physical or digital ANZ Access Card or ANZ Access Visa Debit Card, or a card and an account number or PayID, was used without requiring a Passcode, and you do not unreasonably delay in telling us that your physical or virtual ANZ Access Card or ANZ Access Visa Debit Card was lost or stolen

- the loss happens while ANZ's process for reporting unauthorised transactions, loss, theft or misuse of a card or breach of a Security Requirement is unavailable and you report loss, theft or misuse of a card or breach of a Security Requirement within a reasonable time of the process becoming available or
- the loss happens because of:
  - fraud or negligence of our employees or agents
  - fraud or negligence of a third party involved in networking arrangements or of a merchant or their employee or agent
  - a forged, faulty, expired or cancelled ANZ Access Card, ANZ Access Visa Debit Card, account number, PayID, or Passcode
  - a transaction being debited to your ANZ Account more than once by mistake
  - a transaction requiring an ANZ Access Card, ANZ Access Visa Debit Card, or Passcode that happened before you received the ANZ Access Card or ANZ Access Visa Debit Card, or selected the Passcode (including a reissued ANZ Access Card, ANZ Access Visa Debit Card, or Passcode) or
  - an unauthorised transaction that was processed after you told us that your mobile phone, mobile device, ANZ Access Card or ANZ Access Visa Debit Card was misused, lost or stolen, or that your Passcode was no longer secure.

### **When you'll be liable for loss**

You'll be liable for a loss that arises from an unauthorised transaction when:

- you act fraudulently
- you don't follow our Security Requirements
- you leave your ANZ Access Card or ANZ Access Visa Debit Card in an ATM or
- you take too long to tell us that:
  - your mobile phone, mobile device, ANZ Access Card or ANZ Access Visa Debit Card has been stolen, lost, or misused
  - all of your Passcodes are no longer secure or
  - an unauthorised transaction happens and a Passcode was needed to perform the transaction,

subject to different rules which apply to each of these situations, and, because it's important, they're explained in more detail below.

If you report an unauthorised transaction on your ANZ Access Visa Debit Card, you'll only be liable for losses up to your liability under the Visa rules.

### **You acted fraudulently or didn't follow our Security Requirements**

If we can prove that it was more likely than not you contributed to the loss through fraud or by not following our Security Requirements, you'll be liable for the actual loss that arises before you tell us that:

- your mobile phone, mobile device, ANZ Access Card or ANZ Access Visa Debit Card was misused, lost or stolen or
- there has been a breach of a Security Requirement, including that your Passcode is no longer secure,

except for the portion of the loss that:

- was incurred on any one day that exceeded a daily transaction limit. Read '*Limits*'
- was incurred in any period that exceeded any applicable periodic transaction limit. Read '*Limits*'
- exceeded the balance of your ANZ Account, taking into account any approved overdraft or other pre-arranged credit or
- was incurred on your ANZ Account that we both agreed could not be accessed to perform a transaction using the ANZ Access Card or ANZ Access Visa Debit Card, account number or PayID and/or Passcode.

For you to be liable for losses for a transaction which required more than one Passcode (e.g., one for the ANZ App and one for your ANZ Access Visa Debit Card) we must:

- prove you didn't follow the Security Requirements for each and every Passcode, or
- if we can't do that, prove it was more likely than not that your failure to follow the Security Requirements was the main cause of the losses.

If we can't, you won't be liable for the losses.

## **You left your ANZ Access Card or ANZ Access Visa Debit Card in an ATM**

You'll be liable for a loss that arises from an unauthorised transaction that happens because you leave your ANZ Access Card or ANZ Access Visa Debit Card in an ATM, provided that the ATM has reasonable safety standards that reduce the risk you'll leave your ANZ Access Card or ANZ Access Visa Debit Card in it.

## **You unreasonably delayed telling us that your mobile phone, mobile device or ANZ Card was misused, lost or stolen, or that your Passcode was no longer secure**

If we can prove it is more likely than not that you contributed to losses resulting from an unauthorised transaction by unreasonably delaying in telling us your mobile phone or mobile device, ANZ Access Card or ANZ Access Visa Debit Card was misused, lost or stolen or that your Passcode was no longer secure, you'll be liable for the actual losses that occur between when you became aware or should have been reasonably aware of these problems, and when you told us about them, except for any portion of the losses that:

- were incurred on any one day that exceeded a daily limit. Read '*Limits*'
- were incurred in any period that exceeded any applicable periodic transaction limit. Read '*Limits*'
- exceeded the balance of your ANZ Account, taking into account any approved overdraft or other pre-arranged credit
- were incurred on your ANZ Account that we both agreed could not be accessed to perform a transaction using the ANZ Access Card or ANZ Access Visa Debit Card, account number or PayID and/or Passcode or
- we recover under the Visa rules when an ANZ Access Visa Debit Card is used.

## **If an unauthorised transaction happens in any other circumstances and a Passcode was needed to perform the transaction**

If an unauthorised transaction happens in any other circumstances and a Passcode was needed to perform the transaction, you'll be liable for the lesser of:

- \$150 or any lower amount we decide
- the balance of your ANZ Account(s) including any approved overdraft or other pre-arranged credit, from which we have agreed could be accessed using an ANZ Access Card or ANZ Access Visa Debit Card and/

or Passcode, at the time the unauthorised transaction happened or

- the actual loss at the time you told us that your ANZ Access Card, ANZ Access Visa Debit Card or mobile phone or mobile device was lost, stolen or misused, or that a Passcode was not secure, excluding that portion of the losses incurred on any one day that exceeded any daily limit or other periodic transaction limit (if any). Read '*Limits*'.

## Not always available

There might be times when all or part of your ANZ Account or your money isn't available – e.g.:

- if we do maintenance or upgrades
- there's an outage or
- something outside of our control happens (e.g., a physical or cyber-attack or someone we rely on doesn't do something they're supposed to).

We won't breach this contract, or be liable to you, if we use reasonable efforts to avoid it but this happens and it affects you (unless the law or a code we have agreed to says otherwise, or to the extent it's because of our negligence, fraud or wilful misconduct or that of someone acting for us).

## Mistaken Internet Payments and Misdirected Payments

### If you pay the wrong person

If a Mistaken Internet Payment or Misdirected Payment happens, tell us and we'll investigate it. We'll tell you the outcome of the investigation within 30 days. If we think a Mistaken Internet Payment or Misdirected Payment:

- hasn't happened, we won't try to get your money back or
- has happened, we'll try to get your money back.

We can't guarantee we'll be successful in trying to get your money back. This is because the Receiving Bank may not agree that a Mistaken Internet Payment or Misdirected Payment has occurred. There are rules which apply if we think a Mistaken Internet Payment or Misdirected Payment has happened. We cover these in the next section.

You can complain to us if you're unhappy with how we have dealt with your report about a Mistaken Internet Payment or Misdirected Payment. Read '*Complaints?*'.

This section on ‘*Mistaken Internet Payments and Misdirected Payments*’ does not apply to:

- mistaken BPAY Payments. Read ‘*Problems with BPAY*’ in this section for how we handle mistakes and other problems with BPAY Payments
- payments that you have made as the result of a scam or
- PayTo Payments. Read ‘*PayTo*’ for how to handle problems with PayTo Payments.

### **If we think a Mistaken Internet Payment or Misdirected Payment has happened**

It may not be possible to retrieve any or all of your money where:

- we and the Receiving Bank think that a Mistaken Internet Payment or Misdirected Payment has happened, but the balance of the recipient’s account is less than the amount of the Mistaken Internet Payment or Misdirected Payment or
- the Receiving Bank thinks that a Mistaken Internet Payment or Misdirected Payment has not happened.

If you tell us about a Mistaken Internet Payment or Misdirected Payment and we think the Mistaken Internet Payment or Misdirected Payment has happened, we’ll ask the Receiving Bank to return your money. The Receiving Bank must return it to us if they agree a Mistaken Internet Payment or Misdirected Payment has happened. Once the Receiving Bank returns the money to us, we will return your money to you as soon as practicable.

It’s important you tell us quickly because different rules apply depending on how soon you tell us.

If you tell us about the Mistaken Internet Payment or Misdirected Payment:

- within 10 Business Days of making it and we think the Mistaken Internet Payment or Misdirected Payment has happened – we’ll ask the Receiving Bank to return your money. The Receiving Bank must return it to us if they agree a Mistaken Internet Payment or Misdirected Payment has happened and the full amount of the money is available in the account of the person who received it (we call this person the ‘recipient’). If the Receiving Bank:
  - agrees that a Mistaken Internet Payment or Misdirected Payment has happened but there isn’t

enough money available in the recipient's account, the Receiving Bank must return as much of the money as it thinks is appropriate in the circumstances or

- doesn't agree that a Mistaken Internet Payment or Misdirected Payment has happened they will need the recipient's consent to return your money
- more than 10 Business Days but within 7 months of making it and we think the Mistaken Internet Payment or Misdirected Payment has happened – we'll ask the Receiving Bank to return your money. The Receiving Bank must return it if after investigating it they agree a Mistaken Internet Payment or Misdirected Payment has happened and the full amount of the money is available in the recipient's account, unless the recipient provides some proof that they are entitled to the money. If the Receiving Bank:
  - agrees that a Mistaken Internet Payment or Misdirected Payment has happened but there isn't enough money available in the recipient's account, the Receiving Bank must return as much of the money as it thinks is appropriate unless the recipient provides some proof that they are entitled to the money or
  - doesn't agree that a Mistaken Internet Payment or Misdirected Payment has happened, they will need the recipient's consent to return your money, or
- more than 7 months after making it and we think the Mistaken Internet Payment or Misdirected Payment has happened – we'll ask the Receiving Bank to return your money. However, the Receiving Bank will need the recipient's consent to do so.

### **If you receive a payment by mistake**

You might receive money in your ANZ Account that was meant for someone else.

If this is a Mistaken Internet Payment or Misdirected Payment, you're the recipient and we're the Receiving Bank. The Sending Bank may ask us to return the money and if we're required to return the money:

- we may block your access to the money or, where the balance of your ANZ Account is less than the amount of the Mistaken Internet Payment or Misdirected Payment, as much of the money as we determine should be returned, in our discretion, based on an appropriate weighing of interests of both the sending consumer and unintended recipient and information reasonably available to it about the circumstances of the mistake and

- you authorise us to take the money from your ANZ Account and we can do so without notice. If you're receiving income support payments from Centrelink or Department of Veterans' Affairs payments, we'll withdraw funds in accordance with the Code of Operation.

## Problems with BPAY

### Mistakes

When you make a BPAY Payment we'll treat it as if you have instructed us to pay the amount from your ANZ Account to the biller you have identified.

If you make a mistake and pay the wrong BPAY biller and you contact us immediately, we'll try and retrieve your money but we may not be successful.

This is because the biller decides whether it will return it to us. We won't give your money back to you unless the biller returns it to us.

If you pay a biller more than you owe, you can contact the biller and ask for a refund of the overpayment. You can also raise a dispute by contacting us. Read '*How to contact us*' in '*Getting in touch*' if you want to do this.

If you pay a biller less than you owe, you can make another BPAY Payment for the amount you still owe. If this amount is less than the biller's minimum payment, you can ask us to arrange for a reversal of the initial payment so you can then make the payment again for the correct amount.

If a biller receives a BPAY Payment by mistake or in error, this won't count as a payment by you of any amount you owe the biller.

### Incorrect or failed processing

We'll attempt to make sure that your BPAY Payments are processed promptly by the participants in BPAY Payments, including billers to whom your payments are to be made.

You must tell us immediately if you become aware of any delays or mistakes in processing your BPAY Payment.

If a BPAY Payment is made:

- to a person or for an amount that is not in accordance with your instructions (and your ANZ Account was debited for that amount) (Mistaken BPAY Payment) or
- in accordance with a payment direction that appeared to be from you or on your behalf but that you didn't in fact authorise (Unauthorised BPAY Payment),

you must tell us immediately and we'll credit your ANZ Account for the amount of the Unauthorised BPAY Payment or Mistaken BPAY Payment.

However, you agree that we can recover this money (or part of it) back from you by debiting your account if:

- you were responsible for a mistake that led to the BPAY Payment (in the case of a Mistaken BPAY Payment) or you didn't follow our Security Requirements for giving payment directions (in the case of an Unauthorised BPAY Payment) and
- we cannot recover that amount (or part of it) from the person who received it within 20 Business Days of attempting to do so.

We'll tell you if your BPAY Payment cannot be processed and will credit your ANZ Account for the amount of the BPAY Payment. We'll tell you how we can help you (if possible) to make the BPAY Payment again.

## **Fraud**

You must tell us immediately if you think that you have been fraudulently induced to make a BPAY Payment. If a BPAY Payment is induced by the fraud of someone involved in the BPAY scheme (like a biller) (Fraudulent BPAY Payment), you can ask that person to return your money.

You'll be liable for the loss if that person does not return your money, unless another person involved in the BPAY scheme knew of the fraud (or would have, with reasonable diligence), in which case that person must return the money to you.

## **Treatment of BPAY Payments**

We will attempt to rectify any Mistaken BPAY Payments, Unauthorised BPAY Payments or Fraudulent BPAY Payments as set out in this '*Problems with BPAY*' section.

If a BPAY Payment you have made:

- is an Unauthorised BPAY Payment, and is also a Mistaken BPAY Payment or a Fraudulent BPAY Payment, then we will treat it as an Unauthorised BPAY Payment or
- is both a Mistaken BPAY Payment and a Fraudulent BPAY Payment, then we will treat it as a Fraudulent BPAY Payment.

It might be more difficult for us to investigate or recover the BPAY Payment if you delay telling us what happened.

You must help us investigate these types of BPAY Payments. If the biller doesn't have sufficient records to

help our investigation, you may need to resolve the issue directly with them.

For an Unauthorised BPAY Payment, we may ask for your consent to obtain information from the biller about that payment. If you don't consent, the biller may not be allowed to give us the information we need to investigate or resolve the payment.

A BPAY Payment can't be reversed unless it's:

- a Mistaken BPAY Payment
- an Unauthorised BPAY Payment or
- a Fraudulent BPAY Payment.

BPAY Payments won't be refunded through the BPAY scheme where you have a dispute with the biller about goods or services you have agreed to buy from them. You must resolve these disputes directly with the biller.

### **Your liability**

If you're liable for a BPAY Payment under this '*Problems with BPAY*' section and the ePayments Code applies, your liability will be limited to the lesser of:

- the amount of the relevant BPAY Payment or
- the limit (if any) of your liability under '*Unauthorised transactions*', and we'll be liable to you for the difference between the amount for which you're liable and the amount of the relevant BPAY Payment.

You must pay us any costs we reasonably incur because of your negligence or fraud in relation to BPAY Payments.

### **Our liability**

We'll use reasonable efforts to resolve issues in relation to your BPAY Payments in the way described in this section. We won't be in breach of this contract or liable to you if, despite using reasonable efforts, you suffer loss or damage as a result of using BPAY Payments (unless the law or a code we have agreed to says otherwise, or to the extent it's because of our negligence, fraud or wilful misconduct or that of someone acting for us).

## Stopping & Closing

### Stopping access or use

#### **When we can block accounts and transactions**

We can block access to and use of your ANZ Account, delay, block or refuse to act on your instructions or process transactions without telling you first if:

- any of the reasons that would let us close your ANZ Account applies
- we reasonably think or suspect a transaction or instruction may be the result of fraudulent activity or a scam, be a mistake, contain material errors, or not be authorised by you or
- where we consider this is reasonably necessary to protect us or you from suffering financial loss (e.g., as a result of suspected fraudulent activity on the account or if there is a dispute over ownership of the account).

We can also restrict the amount of any deposit to your ANZ Account or the denominations in which a deposit may be made where it is reasonably necessary to protect our legitimate interests.

Account blocks may block:

- transactions out of your ANZ Accounts only (but we may still choose to process transactions – like certain direct debits) or
- both transactions in and out of your ANZ Accounts.

#### **When we can withdraw your electronic access**

Without limiting any other rights we have under applicable terms and conditions, we may withdraw your electronic access to your ANZ Account (including by BPAY Payments) without prior notice if:

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

- we believe that the quality or security of your electronic access process or our systems may have been compromised
- your ANZ Account, which you may access using ANZ Phone Banking or ANZ Internet Banking, has been closed or are inactive or
- we suspect you of being fraudulent or engaging in inappropriate behaviour unless the withdrawal is prohibited by law.

### **Cancelling your ANZ Card**

Without limiting any of our rights under these T&Cs, we can cancel, suspend, block, limit or change your ANZ Card or Card Linkages:

- without notice (unless required by law) where:
  - all of your ANZ Accounts which the card may access have been closed
  - the Nominated Account for an ANZ Access Visa Debit Card has been closed
  - we reasonably consider that immediate cancellation, suspension, block, change or limit (as applicable) is necessary to protect us, the card holder or the account holder from suffering financial loss or
  - you have not activated your ANZ Card within 90 days after we issued it to you, or
- with reasonable notice of at least 30 days where it is reasonably necessary in order to protect our legitimate interests to do so. For e.g., we may do this as part of a process to discontinue, replace or migrate certain card types or to reflect changes in our business processes or systems.

You, as an account holder or a card holder, can cancel an ANZ Card at any time by contacting us (read '*How to contact us*' in '*Getting in touch*'). We may need written confirmation from you.

When an ANZ Card is cancelled:

- the ANZ Card must not be used and must be securely destroyed
- you will no longer be able to access any linked ANZ Accounts or products with the ANZ Card and
- if you use the card number as your CRN, you may no longer be able to use your CRN to access electronic channels, including ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking.

If your ANZ Card or Card Linkage is cancelled, you can contact us to make alternative arrangements. Read ‘How to contact us’ in ‘Getting in touch’.

As the account holder, you’re responsible for:

- the use of any ANZ Card and of your ANZ Account until all cards have been destroyed and securely disposed of and
- any transactions debited to your ANZ Account in accordance with any standing authority on any ANZ Card or any other authorised link to your ANZ Account until the authority is cancelled by you or the cardholder or other person who established the standing authority or authorised link in accordance with these T&Cs.

If you’ve given another party a standing authority to use your ANZ Card to transact on your ANZ Account, like to pay monthly debits for life insurance, you must cancel them directly with the other party. You should provide new payment details to the other party if you want to continue to make payment this way.

If the Nominated Account for your ANZ Card is to be closed, we may, acting reasonably, cancel your ANZ Card before we close your ANZ Account. We may also, acting reasonably, cancel your ANZ Card if we have blocked access to your linked Nominated Account.

## Closing accounts

We can close your ANZ Account without telling you first if:

- we reasonably think that you haven’t complied with these T&Cs in a material way and you haven’t fixed the non-compliance in a reasonable time after we ask you to do so
- we think there is a Regulatory Risk
- we’re required to by law, court order or a direction of a regulator
- we reasonably think your ANZ Account is being used fraudulently or illegally
- you are no longer eligible to have your ANZ Account
- we reasonably think that something you told us or a confirmation that you gave us is or becomes incorrect and that is material to us
- we reasonably think you are using any account and/or product you have with us, or using any channel provided by us, inappropriately or to engage in financial or other abuse, unlawful behaviour or to engage

in offensive, threatening, defamatory, harassing or controlling behaviour

- you haven't operated your ANZ Account for seven years and your account balance is more than \$0 and less than \$500
- you don't operate your ANZ Account for seven years and the balance is over \$500, we may be required by law to send your money to the Government as unclaimed money. While you can reclaim this money at any time, you should operate your ANZ Account regularly to avoid this or
- we think it is reasonably necessary in our legitimate business interests.

We can also close your ANZ Account if you owe us any money and haven't paid us after receiving a request from us asking you to and we reasonably consider it is in our legitimate interests to do so. We'll try to tell you before we do this, but unless the law requires us to, we don't have to.

We can close your ANZ Account:

- if you haven't operated it for more than 3 months and the balance is:
  - \$0 or negative - without telling you first
  - greater than \$0, by telling you at least 30 days prior to closing, and
- without reason if we tell you a reasonable time before we close it.

### **You can ask to close your accounts**

You, or any Authorised Person, can ask us to close your ANZ Account at an ANZ branch or by contacting our Contact Centre. Read '*How to contact us*' in '*Getting in touch*' if you want to do this.

To close your ANZ Account:

- all transactions (including pending ones) must be complete
- all authorities (like direct debits) must be cancelled or stopped and
- you must ensure that all outstanding cheques have been presented where your ANZ Account has cheque access.

### **If your ANZ Account is closed**

If your ANZ Account is in credit when we close it:

- you must not use your ANZ Account or your ANZ Cards and
- we'll pay you any interest earned, less any fees and charges that apply and any amount that we owe you but haven't paid yet. You might need to give us details of another ANZ account that we can pay this money into unless we pay you another way.

Periodical fees and charges may still apply even if your ANZ Account has been open for only part of a period.

When your ANZ Account is closed, you must:

- destroy and securely dispose of any unused cheque books and
- destroy and securely dispose of any ANZ Cards.

We can choose to return any cheques we have been asked to pay after your ANZ Account has been closed, rather than paying those cheques.

In some circumstances, closed ANZ Accounts can be reopened or transacted on if there is a transaction after they're closed – like if you had set up a direct debit but didn't cancel or stop it in time.

You're responsible for any transactions on your ANZ Account before and after it is closed, including the amounts of any transactions and fees that are processed even though your ANZ Account is closed.

You're still responsible to pay us any money you owe us (whether you owed us before your ANZ Account was closed or after, even if the amounts get added after your ANZ Account was closed).

When your ANZ Accounts are closed and we think that you and we have performed all of our obligations under our contract, we can tell you that our contract has ended.

Subject to the requirements set out in this section, we will not unreasonably delay in closing your ANZ Account.

# Privacy & your information

## Privacy

As part of providing your ANZ Account, we'll collect, store, use and disclose information about you.

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

### Collection, use and disclosure of information

We may use and disclose the information we collect about you:

- to assist in providing information about a product or service
- to consider your request for a product or service
- to enable us to provide a product or service or tell you about other products or services
- 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 us and/or to manage any legal action involving us
- to identify, prevent or investigate any suspected or actual fraud, unlawful activity or misconduct
- to identify you or establish your tax status under any Australian or foreign legislation, regulation or treaty or pursuant to an agreement with any tax authority and
- as required by relevant laws, regulations, codes of practice and external payment systems.

### Absence of relevant information

If you don't provide some or all of the information requested, we might be unable to provide you with a product or service.

## **Information required by law**

We may be required by relevant laws to collect certain information from you.

Our Privacy Policy ([www.anz.com/privacy](http://www.anz.com/privacy)) sets out more information on those laws and why they require us to collect personal information.

## **Providing your information to others**

We may provide your information to:

- any of our related entities which may use the information to:
  - carry out our functions and activities
  - promote their own products and services
  - assess your application for one of their products or services
  - manage your product or service
  - perform administrative and operational tasks or
  - comply with regulatory requirements and prudential standards
- an organisation that we jointly offer products with and/or have an alliance to share information for marketing purposes (and any of its outsourced service providers or agents). This is to enable them or us to provide you with products or services and/or promote a product or service
- any agent, contractor or service provider we engage to carry out or assist our functions and activities
- an organisation that assists us to identify, prevent or investigate fraud, unlawful activity or misconduct
- regulatory bodies, government agencies, law enforcement bodies and courts
- other parties we are authorised or required by law to disclose information to
- participants in the payments system (including payment organisations and merchants) and other financial institutions
- 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 us
- your referee(s)

- your employer
- your joint borrower(s) or account holder(s) and
- your adviser, authorised agents, executor, administrator or trustee in bankruptcy, legal representative or anyone acting for you in connection with your ANZ Account.

If you don't want us to tell you about products or services, phone our Contact Centre to withdraw your consent.

## Disclosures outside Australia

We may disclose your personal information to recipients (including service providers and our related entities) who are located outside Australia and/or not established in or do not carry on business in Australia. Our Privacy Policy ([www.anz.com/privacy](http://www.anz.com/privacy)) sets out more information on the location of these recipients.

## Personal information you provide about someone else

If you give us personal information about someone else, please show them a copy of this section of the T&Cs. They should read it to understand how their personal information may be used or disclosed by us in connection with your dealings with us.

## Our Privacy Policy

You should also read our Privacy Policy ([www.anz.com/privacy](http://www.anz.com/privacy)). It contains information about:

- the circumstances in which we 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 - like if we have not complied with the privacy laws that apply - and how we'll respond.

## Consents

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

You agree that we may give 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.

## Credit reporting

We 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 we may disclose your personal information to them to include in a report about your credit worthiness, and how you can request credit reporting bodies not use your information in certain circumstances, is available at [www.anz.com/privacy](http://www.anz.com/privacy). If you want a hard copy of this information, please call our Contact Centre or visit any ANZ branch.

## You must tell us...

### About changes

You must tell us if you change:

- your name and
- any of your contact details.

We won't be responsible for any mistakes or losses associated with a change of details if we have not been told about the change.

You should make sure you can receive and retrieve notifications at your contact address, including your nominated email address or mobile telephone number.

You must provide us information we reasonably ask for to verify the change.

### If we ask for information

You must give us 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.

## We rely on you

We rely on what you tell us – like the information you gave us and confirmations you made when you applied for your ANZ Account.

We can stop transactions, block your ANZ Account or close it where we reasonably think that something you told us

or a confirmation that you gave us is or becomes incorrect and that is material to us. Read 'Stopping & Closing'.

## Your tax residency

To comply with Australian tax law for the Automatic Exchange of Information (AEOI), we need to collect your self-certification including all your countries of tax residency. If you are unsure of your tax residency, please check with an independent advisor, as ANZ cannot provide tax advice.

As the account holder, you confirm the information you provide is true, correct and complete. If any of your information changes, you agree to notify us within 30 days of the change occurring and to provide updated documents and information as required. You understand providing false information may constitute an offence and penalties may apply under law.

## Things can change...

### Changes we can make

We can make the following changes to these T&Cs without your consent. Any change:

- that is beneficial to you
- to interest rates, the method of calculation of interest or when, how often or how interest is payable by us or by you
- to add a fee or charge, or change the amount or the method of calculation of a fee or charge or when, how often or how a fee or charge is payable
- to the name or description of any rate, account or publication
- to ensure that the product is, or these T&Cs are, consistent with our business, communication, technological or operational systems or processes
- to reflect changes to the features of the product or how it works
- to change, discontinue or replace a product or migrate a product to a new system, or as part of a process to do these things, and for this purpose we may change your product to a different product with similar features to the discontinued or replaced product, or change your existing product

- that in our reasonable opinion is needed or appropriate to protect any person (including us) from the risk of fraud or illegal activity
- that enhances the security of our products or services
- that is administrative or corrects a mistake, inconsistency or omission
- to simplify these T&Cs
- that reflects current industry or market practice or conditions or that we reasonably think is appropriate in light of changes to community standards or expectations in respect of bank or environmental, social and governance practices
- to comply with, or reduce the risk of non-compliance with any law or decision, recommendation, regulatory guidance or standard of any court, tribunal, regulator, ombudsman service or similar
- that in our reasonable opinion is reasonably needed to prudently manage a material credit, operational or compliance risk or
- that is reasonably necessary in order to protect our legitimate business interests.

For the avoidance of doubt, we may exercise our rights under this clause to change, replace or remove features of your ANZ Account, including access methods. However, if we exercise our rights in this way, we will only do so for legitimate business purposes and otherwise reasonably.

If you are unhappy with a proposed change, removal or replacement, you have the right to close your ANZ Account in accordance with these T&Cs.

We'll tell you about a change:

- to the interest rate – no later than the day we make the change, in writing or by Press Advertisement
- to the name or description of any rate, account or publication – no later than the day we make the change in writing or by Press Advertisement
- that adds or changes a government fee or charge – no later than the day of the change (unless the government tells you or publicises the change instead)
- we reasonably consider is unfavourable to you, like adding a fee or charge, increasing the amount of a fee, or charge or changing the method we use to calculate interest – a reasonable time before we make the change (which will be at least 30 days). We may give

you less notice if it is reasonably necessary to manage a material and immediate risk or

- we reasonably consider reduces your obligations, or has a positive or neutral effect on you – a reasonable time before we make the change (which will be no later than the day we make the change) in writing or by Press Advertisement.

Unless this section says otherwise, we'll give you notice of the change:

- in one of the ways set out in '*How we'll contact you*' in '*Getting in touch*' or
- by Press Advertisement.

Regardless of what this section says, we will give you notice in accordance with any applicable laws or industry codes (such as the Banking Code of Practice), or any other T&Cs applicable to your ANZ Account, which require any minimum notice periods or specific methods of notification.

We don't have to tell you about a change to the T&Cs before we make it where we think the change is needed to immediately restore or maintain the security of our banking processes and systems or your ANZ Account. We'll tell you about these changes after we make them. We also don't have to tell you about a change to a term that does not apply to your existing ANZ Account (for example, we don't have to tell you about changes that only impact term deposits if you do not hold a term deposit).

We cannot change the rate of interest that applies to a term deposit during the term of the term deposit (subject to any adjustment for early withdrawals. Read '*ANZ Term Deposit and ANZ Advance Notice Term Deposit*').

## Don't like a change?

You can close your ANZ Account if you don't like a change we make. Read '*Closing accounts*' in '*Stopping & Closing*'.

## Getting in touch

### How to contact us

You can contact ANZ by using the ANZ App to message us. You may also phone our Contact Centre or visit any ANZ branch.

The contact details below may change. The best way to check the most updated contact details is to visit [anz.com](https://anz.com)

## **Customer enquiries**

### **General enquiries – Contact Centre**

13 13 14

+61 3 9683 9999 (international customers)

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

### **ANZ Cards**

13 22 73

### **ANZ Internet Banking**

13 33 50

+61 3 9683 8833 (international customers)

### **ANZ V2 PLUS Service Centre**

Phone

13 28 33 (for ANZ V2 PLUS accounts opened directly with us)

1800 282 345 (for ANZ V2 PLUS accounts opened through an approved ANZ intermediary)

+61 3 8699 6994 (international customers)

Fax

1800 671 800

+61 3 8699 6927 (international customers)

### **ANZ Home Loan Customer Service**

13 25 99

### **Rate Inquiry Line**

1800 033 888

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

1800 033 844

Melbourne (03) 9683 7043

+61 3 9683 7047 (international customers)

### **Passwords known by others**

For passwords used online, call 13 33 50

For all other passwords, call 1800 033 844

+61 3 9683 7047 (international customers)

## **Postal addresses**

### **ANZ Cards**

Locked Bag No. 10

Collins Street West Post Office

Melbourne VIC 8007

### **ANZ Personal Banking**

Contact your nearest branch

### **ANZ V2 PLUS**

Locked Bag 3000

Collins Street West Post Office

Melbourne VIC 8007

## How we'll contact you

Without limiting any other provision of these T&Cs that allow for other forms of notice, we can give you notices, statements or other documents in writing by:

- giving it to you in person
- sending it by mail or
- sending it to you electronically (unless that is prohibited by law).

If we notify you in person, you're taken to have received that notice on the day we notify you.

If we send you a document by mail (including a notice that the document has been published on our website or in ANZ Internet Banking or ANZ Mobile Banking), you're taken to have received the document 7 Business Days after we mail the document or the notice.

If we send you a document electronically (including a notice that the document has been published on our website or in ANZ Internet Banking or ANZ Mobile Banking), you're taken to have received the document on the day after we send the document or the notice to your Electronic Address.

When we say we can send you a document, notice or statement electronically, this includes that we may, without limitation:

- send it to your Electronic Address
- publish it on our website or in ANZ Internet Banking or ANZ Mobile Banking and give you notice that it has been so published personally or by mail or by notice sent to your Electronic Address or
- by making them available for you to view and download in ANZ Internet Banking or ANZ Mobile Banking.

You need to make sure that your contact details are kept up to date with us because we will rely on them to give you notices under these T&Cs.

## Statements

Unless these terms and conditions say otherwise, we will provide you with a statement for your account every six months other than for ANZ Equity Manager accounts or accounts with a formal overdraft, for which we will provide statements every three months. However:

- if you ask us, we will provide you with statements more frequently, but the available options may be limited to every one or three months
- if we previously agreed to provide statements at a particular frequency (being more frequently than every six months or three months where that is the standard frequency for your account), or to provide multiple different statement frequencies, that arrangement will continue subject to our rights under this clause
- acting reasonably, we can change your statement frequency to one of the options that are available by giving you reasonable prior notice of at least 30 days and
- for term deposits with a term of more than six months, we will only provide an interim statement every six months, in the first week of January and the first week of July.

We will not generally provide statements for ANZ Passbook Savings accounts and ANZ Passbook Pensioner Advantage accounts.

You must check your statements carefully. Contact us immediately if you have any queries about something in a statement, e.g., an error or unauthorised or disputed transaction. This is important because there are time limits for disputing transactions, and you may be liable if you delay or don't contact us (read '*If things go wrong*' and '*Unauthorised transactions*').

Read '*We want your feedback*' in '*Complaints*' for information on how to raise issues with us.

## Complaints?

### We want your feedback

We strive to get things right, but we don't guarantee that information presented is always accurate, or that our systems will work perfectly.

If you have a complaint, please contact us. Our customer service team is your first point of contact for raising complaints. You can use the ANZ App to message us or talk to staff at your local ANZ branch or Business Centre (use Find a branch/ATM on anz.com) (or, for ANZ V2 PLUS account holders, the ANZ V2 PLUS Service Centre). Other ways of contacting us are listed in '*How to contact us*' in '*Getting in touch*'.

For most complaints, we will need to identify you and the relevant account so that we can help.

## Other ways to make a complaint

- Online:
  - Visit [anz.com](http://anz.com)
  - Search for “complaints”
  - Select ‘online complaint form’
- Mail: ANZ Customer Resolution Locked Bag 4050, South Melbourne VIC 3205

If you are not satisfied with the response to your complaint please let the person handling your complaint know. They may review their decision or escalate your complaint to another internal team for review (any other team will have to confirm your identity as well).

Our staff will work closely with you to resolve any complaint you may have quickly and amicably.

### Further help

If you are not satisfied with the resolution offered by ANZ, you can have your complaint reviewed free of charge by the Australian Financial Complaints Authority, an external dispute resolution scheme.

### The Australian Financial Complaints Authority (AFCA)

AFCA is external to ANZ. AFCA provides a free and independent dispute resolution service for individual and small business customers who are unable to resolve their complaints directly with ANZ.

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

Phone: +61 1800 931 678

Mail:

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

## Other terms

### Deductions

Sometimes the law or an authority requires us to take money or to reduce an amount we would otherwise pay into your ANZ Account and pay it as directed by that law or authority – like:

- government fees and charges. These fees and charges associated with using the account will be automatically

deducted from your ANZ Account balance and shown on your statement

- garnishee or freezing orders (where someone you owe money gets a judgment against you and we're required to pay) or
- reductions from interest for withholding tax (e.g., the tax law requires us to withhold tax if we don't have your tax file number or you are not an Australian tax resident). The need to withhold tax from interest is based on the information you provide to us (or for joint ANZ Accounts, you and the other joint ANZ Account holders). You don't have to give us your tax file number or tax file number exemption, but if you (or the other Joint Account holders) choose not to, we are required to withhold tax from the interest we pay at the applicable rate determined by the tax law

We'll use the tax file number you give us in accordance with tax laws. The laws that allow us to request, collect, and use this information are referred to on the ANZ Privacy website.

If you have already provided us with your tax file number (e.g., because you have other products with us), we may update your details for your ANZ Account to include this information.

If we reasonably think we're required to, we'll take the money from an ANZ Account or from an amount we owe you and pay it as we think we're required to. We'll tell you if we do this by including it in your statement.

## Set-off and combining accounts

If you owe us money or we otherwise think it is reasonably necessary in our legitimate interests to do so, we can:

- use the money in your ANZ Account or from another ANZ account you have with us to pay any amounts you owe us (including amounts you owe us with someone else) – like a loan, credit card or overdrawn account and/or
- combine your ANZ Account with any other accounts you have with us (including a Joint Account with someone else and under any other name or brand ANZ use).

We won't do these things if it would breach the terms of the other account you have with us.

Unless the law or Banking Code of Practice requires us to, we can do this without telling you.

## Dealings

Your rights in relation to your ANZ Account, under the T&Cs and our contract are personal to you. This means that you cannot, without first getting our consent, transfer or assign these rights to someone else, or otherwise allow someone else to benefit from these rights. We will not unreasonably withhold consent if the transfer or assignment is part of a sale or transfer of a business.

We can assign, transfer, or otherwise allow someone else to benefit from our rights in relation to your ANZ Account, under the T&Cs or our contract without telling you and without first getting your consent. You can't claim any right of set-off or other rights against any person we transfer or assign our rights to or any other person who otherwise benefits from our rights.

## ePayments Code and the Banking Code of Practice

We'll comply with the ePayments Code and are bound by the Banking Code of Practice. Relevant provisions of the Banking Code of Practice apply to your ANZ Account if you are an individual or small business under the Banking Code of Practice.

## Financial abuse and inappropriate behaviour

Bank accounts are no place for financial or other types of abuse and using them to do so can have serious impacts. You must not use your ANZ Account or ANZ Mobile Banking, ANZ Internet Banking or ANZ Phone Banking to engage in financial or other abuse, unlawful behaviour or to engage in offensive, threatening, defamatory, harassing or controlling behaviour. If you do you may be warned and we may take other action, including closing or withdrawing electronic access to your ANZ Accounts. Read *'Stopping & Closing'*.

If you are experiencing financial abuse and would like to discuss your options with us, you can contact us using one of the contact methods listed in *'How to contact us'* in *'Getting in touch'*. We also provide information about financial abuse on [anz.com](http://anz.com)

## You act on your own behalf

You agree that you're acting on your own behalf, unless you have told us you're a trustee or are acting on behalf of someone else.

## Financial Claims Scheme

You may be entitled to payment under the Federal Government's Financial Claims Scheme. Payments under the Financial Claims Scheme are subject to a limit for each depositor. Information about the Financial Claims Scheme can be obtained from <http://www.fcs.gov.au>

## The law that governs our contract

The law of Victoria governs the T&Cs and our contract. You agree that any court with official power to make legal decisions and judgments in Victoria can hear proceedings in relation to our contract.

## Information provided to you

Any of our employees who provides information to you in connection with an ANZ product to which these T&Cs apply is a salaried representative of ANZ and is therefore not independent, impartial or unbiased.

In addition to their salary, they may also be eligible to receive an individual reward based on their overall role performance. Individual rewards may vary based on:

- demonstration of ANZ Values, including acceptable behaviours
- performance against a balanced scorecard of measures
- business unit/divisional performance and
- ANZ overall performance.

## What some words mean

### Words that have a special meaning

Some words have a special meaning when they're used in the T&Cs, the following definitions apply unless the context requires otherwise:

**AFT** is an Account Funding Transaction initiated by a Visa Direct enabled merchant or other person to debit a nominated account linked to an ANZ Access Visa Debit Card to transfer funds to a further nominated account or digital wallet.

**ANZ** is us! We're Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) Australian Financial Services Licence Number 234527. We are the issuer of your ANZ Account.

**ANZ Access Card** is a physical or digital card named 'ANZ Access Card' that we issue you (including any relevant chip), which is linked to your ANZ Account.

**ANZ Access Visa Debit Card** is a physical or digital card named 'ANZ Access Visa Debit Card' that we issue you (including any relevant chip), which is linked to your ANZ Account.

**ANZ Account** is any account(s) to which these T&Cs apply.

**ANZ App** means the ANZ mobile banking application through which you can access, use and manage your ANZ Account.

**ANZ Card** is a physical or digital card we issue you which is linked to your ANZ Account including an ANZ Access Card or ANZ Access Visa Debit Card.

**ANZ Internet Banking** means an online banking website that we provide through which you can access, use and manage your ANZ Account accessible at [anz.com](http://anz.com)

**ANZ Mobile Banking** means the ANZ App or any ANZ mobile banking application that succeeds or replaces that application.

**ANZ Phone Banking** means self-service banking services that we provide over the phone.

**ANZ Privacy website** means [www.anz.com/privacy](http://www.anz.com/privacy) or other website we tell you.

**Australian Cheque** is a cheque that is issued by an Australian bank, from an Australian branch, in Australian dollars.

**Authorised Person** is an authorised representative, authorised third party signatory or any other person, company or partnership, authorised by you to operate and use your ANZ Account.

**Authorised User** is an individual nominated by the account holder or an Authorised person to access your ANZ Account(s) through ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking in accordance with these T&Cs.

**Bank@Post** is an agency service provided by Australia Post which ANZ may make available to customers with ANZ Visa Debit cards. For details of this service, including when it will be available, see [anz.com](http://anz.com)

**Banking Code of Practice** is the relevant version of the code with that name published by the Australian Banking Association that applies to us (or, if it's replaced, it means its replacement).

**BPAY** is the bill payment scheme service provided by BPAY Pty Ltd.

**BPAY Payment** is a payment made via the BPAY Payments service (excluding Osko®\*) provided by BPAY.

**Business Day** is a day that isn't a Saturday, a Sunday or an Australian national public holiday.

**Card Linkage** is the link that enables you to use the ANZ Access Card or the ANZ Access Visa Debit Card to access an ANZ account. Different types of access apply depending on the linkage.

**Code of Operation** is the '*Code of Operation: Recovery of Debts from Customer Nominated Bank Accounts in receipt of Services Australia income support payments or Department of Veterans' Affairs payments*' published by Services Australia (or, if it's replaced, it means its replacement).

**CRN** is any Customer Registration Number issued by us to you.

**Day** or day means calendar day. A day begins at 12:00am (Melbourne time) and ends at the end of that same day.

**Digital Wallet** is a mobile application that allows details of an eligible card to be added so that the application can be used in place of the physical card.

**EFTPOS** stands for Electronic Funds Transfer at Point of Sale. EFTPOS is an electronic payment system that lets you pay for goods and services, and withdraw cash, with a card linked to your ANZ Account. In these T&Cs, a reference to EFTPOS is to any electronic funds transfer at point of sale facility, not just a facility operated by eftpos Payments Australia Ltd.

**Electronic Address** means an electronic method of contact which includes mobile phone, email, text or push notification sent in ANZ Internet Banking or ANZ Mobile Banking.

\* Osko is a registered trademark of BPAY Pty Ltd.

**ePayments Code** is the relevant version of the code with that name published by ASIC that applies to us (or, if it's replaced, it means its replacement).

**Informal Overdraft** has the meaning given to it under *'Keep enough \$ in your account'*.

**Joint Account** is any ANZ Account you hold jointly with one or more person(s).

**Mandate Management Service** means the central database used to store PayTo Payment Agreement details operated by NPP Australia Limited.

**Merchant** means a merchant with which you have established a PayTo Payment Agreement, or who seeks to establish a PayTo Payment Agreement with you.

**Misdirected Payment** is a payment processed using a PayID where money is transferred to an account of an unintended recipient because the PayID wasn't correctly created or maintained by the recipient's financial institution.

**Mistaken Internet Payment** is a Pay Anyone payment processed using a BSB and account number or PayID that does not belong to the intended recipient as a result of your error, or the recipient advising you of the wrong BSB and account number or PayID details.

a **month** is calendar month – like Jan, Feb or Mar.

**Nominated Account** means the default account that you have chosen for your ANZ Access Card or ANZ Access Visa Debit Card or, if you have not chosen one, the default account we chose in accordance with the *'Your ANZ Access Card'* and *'Your ANZ Access Visa Debit Card'* sections of these T&Cs.

**NPP** is the new payments platform, enabling Osko, PayID and PayTo .

**OCT** means an Original Credit Transaction initiated by a Visa Direct enabled merchant or other person which credits funds to an ANZ Account linked to the account holder's ANZ Access Visa Debit Card number.

**Osko** is the Osko payment service provided by BPAY Pty Ltd using the NPP.

**Passcode** means a password or code that the user must keep secret, that may be required to authenticate a transaction or user. For e.g., a password, PIN, Telecode, CRN or a passcode for a mobile device, if that device is used to access digital banking or access or add a

card to a digital wallet. A Passcode includes single-use passwords or codes, as well as passwords or codes that are used more than once.

**Pay Anyone** is a way to make a payment from your ANZ Account to another account using the BSB and account number or PayID of the recipient.

**Payee** means Merchant or Payment Initiator.

**PayID** is a smart address used to send and receive payments through the NPP instead of using a BSB and account number.

**Payment Initiator** means a payment service provider who, acting on behalf of a Merchant, is authorised by the Merchant to establish PayTo Payment Agreements and/or initiate PayTo Payments from your ANZ Account.

**PayTo** means the service which allows us to process payments through the NPP from your ANZ Account on the terms set out in a PayTo Payment Agreement.

**PayTo Payment Agreement** means an agreement between you and an approved Payee under PayTo, where you authorise us to make payments from your ANZ Account.

**PayTo Payment** means a payment made under a PayTo Payment Agreement.

**PIN** is a personal identification number that may be required to authenticate a payment – like your ANZ Access Visa Debit Card PIN.

**Policies** are our anti-money laundering and counter-terrorism and sanctions policies, and can change from time to time. For e.g., the policies require that we generally don't enter into or remain involved in transactions that have any connection to certain countries or regions or have any connection with some sectors of the economy in some jurisdictions. A summary of our Policies is available on [anz.com](https://anz.com)

**Press Advertisement** means publication in a national newspaper or any other public notice, as long as the requirements of any applicable law or industry code that we are a signatory of are met.

**Privacy Policy** is the document by that name which can be found on the ANZ Privacy website.

**Receiving Bank** is a bank who has subscribed to the ePayments Code, or which receives payments processed through the NPP.

**Regulatory Risk** refers to a circumstance where we reasonably consider or suspect that keeping your ANZ Account open or processing a transaction may cause us to break any law or regulation, involve a Sanctioned Person, involve the proceeds of unlawful conduct or be inconsistent with or prohibited by our Policies.

**Sanctioned Person** is a person (natural, corporate or governmental) that is itself sanctioned or is connected to any person that is sanctioned under economic and trade sanctions imposed by the United Nations, the European Union or any country.

**Sending Bank** is a bank who has subscribed to the ePayments Code, or which sends payments to be processed through the NPP.

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

**Transfer ID** means a unique identification number generated by the Mandate Management Service in connection with a request to transfer one or more PayTo Payment Agreements.

**We / us / our** is us! We're ANZ.

**You** is you! You're the holder of the ANZ Account and, unless the context otherwise requires, it means you individually and you jointly with any person with whom you hold a joint ANZ Account and any Authorised Person or Authorised User of your ANZ Accounts.





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Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522.  
Australian Financial Services Licence and Australian Credit Licence Number  
234527. Item 77998 12.2025 WZ158295