

# ANZ SAVING & TRANSACTION PRODUCTS

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TERMS AND CONDITIONS  
08.11.2023



## **ABOUT THIS BOOKLET**

You must read this booklet along with the 'ANZ Personal Banking Account Fees and Charges' booklet.

Together they form your terms and conditions for the products and services listed to the right (with the exception of section 9 (Contact Us) at the back of this booklet, which does not form part of your terms and conditions). In the case of ANZ Equity Manager accounts, your terms and conditions also include the 'Consumer Lending Terms and Conditions' booklet (to the extent provided in that booklet) and your relevant letter of offer.

This booklet does not set out terms and conditions for ANZ Plus products or services. You can find the 'ANZ Plus and ANZ Save Accounts T&Cs' at [anz.com/plus](http://anz.com/plus)

If you require a copy of the 'ANZ Personal Banking Account Fees and Charges' booklet, please ask at any ANZ branch or phone our Contact Centre.

## **HOW TO USE THIS BOOKLET**

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

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

## **GENERAL ENQUIRIES**

If you have any general enquiries about this booklet, or the terms and conditions contained within it, or simply need more information about any ANZ account, please ask at any ANZ branch or phone our Contact Centre. Information on current fees, charges and interest rates is available on request.

If you want to know more about ANZ Plus products and services, please visit [anz.com/plus](http://anz.com/plus)

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

- ANZ Access Advantage
- ANZ Access Basic
- ANZ Pensioner Advantage
- ANZ Progress Saver
- ANZ Premium Cash Management Account
- ANZ SMSF Cash Hub
- ANZ Term Deposits
- ANZ Advance Notice Term Deposits
- ANZ Online Saver
- ANZ V2 PLUS
- ANZ One
- ANZ Equity Manager
- Direct debits
- Recurring payments
- Periodical payments
- Internet Banking
- ANZ Mobile Banking
- BPAY® Payments
- PayTo Payment Agreements

Products No Longer For Sale:

- ANZ Passbook Savings
- ANZ Home Loan Interest Saver

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## INTRODUCTION

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

## READ YOUR PRODUCT TERMS AND CONDITIONS

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

If you have any questions or need more information about any ANZ account, ask at any ANZ branch or phone our Contact Centre. Or, for information on ANZ V2 PLUS accounts, phone the ANZ V2 PLUS Service Centre. If you want to know more about ANZ Plus products and services, please visit [anz.com/plus](http://anz.com/plus)

## APPLYING THESE TERMS AND CONDITIONS

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

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

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

## ACCEPTING THESE TERMS AND CONDITIONS

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

## BANKING CODE OF PRACTICE

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

**The Banking Code of Practice** means the relevant version of the industry code published from time to time by the Australian Banking Association as it applies to ANZ.

## NOT INDEPENDENT

ANZ cannot refer to itself as 'independent', 'impartial' or 'unbiased' in relation to personal advice it provides because:

- ANZ is the issuer of some of the financial products it advises on;
- ANZ advisers can only advise on products and services approved by ANZ (which includes products issued by ANZ); and
- ANZ may receive remuneration from product issuers in respect of some products or services.

## **SECTION 1 HOW TO OPEN AN ANZ ACCOUNT**

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

Our credit approval criteria also apply in relation to opening an ANZ Equity Manager account. Those criteria must be satisfied, in addition to the conditions set out in this section 1.

### **1.1 IDENTIFICATION**

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

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

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

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

If you, or signatories to the account, are not identified in terms of the law, the account will be blocked for all withdrawals and/or deposits (or all withdrawals and/or deposits by the relevant signatories) until the requirements are satisfied.

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

### **1.2 TAX FILE NUMBER**

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



Withholding tax is generally calculated at the highest marginal tax rate plus applicable Commonwealth tax levies, including the Medicare Levy.

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

### **1.3 GOVERNMENT CHARGES**

Any Government charges or duties you must pay for using the account will be taken straight from your account and shown on your account statement.

These charges may vary according to State or Territory.

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

For more information on any applicable Government charges, call into any ANZ branch or phone our Contact Centre. Or, for ANZ V2 PLUS account holders, you can phone the ANZ V2 PLUS Service Centre.

### **1.4 JOINT ACCOUNTS**

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

- We may give any statement, notice or other document (including a statement of account, a notice about your account or notice of a change to the terms and conditions of your account) to the holders of a joint account by giving the document to any one of the joint account holders in any manner allowed under these terms and conditions (in which case we will be deemed to have given the document to all joint account holders);
- If an account holder dies, we may in our discretion treat the balance of the account as owned by any surviving account holder(s).

### **1.5 TRUST ACCOUNTS**

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

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

### **1.6 LAWFUL PURPOSE**

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

## SECTION 2 USING AN ANZ ACCOUNT

### 2.1 AUTHORITY TO USE AN ACCOUNT

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

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

If anyone has access or authorisation to ANZ Internet Banking or ANZ Mobile Banking in respect of an account, that person may access account statements, notices and other documents that were delivered through that platform before they were given access rights to that account on ANZ Internet Banking or ANZ Mobile Banking.

You are responsible to us for all liability that arises as a result of operations on the account. If you have a joint account, each joint account holder is jointly and severally responsible to us for any liability. To avoid doubt, you are responsible for:

- the transactions of each authorised person;
- ensuring the conduct of each authorised person complies with these terms and conditions and ANZ's terms and conditions applicable to any means of operating your account used by an authorised person including ANZ Mobile Banking or any application or a digital wallet; and
- each authorised person's registration for, and use of, any means of operating your account including ANZ Mobile Banking or any application or digital wallet, including responsibility for ensuring no other person can access any SMS sent to the authorised person.

You must ensure that each authorised person receives a copy of these terms and conditions. You must require each authorised person to notify you immediately upon the authorised person acquiring another means of operating your account, such as ANZ Mobile Banking or any application or digital wallet. You must ensure that you read and understand ANZ's terms and conditions applicable to such other means of operating the account acquired by an authorised person.

In this clause 2.1 'authorised person' means an authorised representative, authorised third party signatory or any other person authorised by you to use the account.

For the purposes of these terms and conditions, 'ANZ Mobile Banking' means the ANZ App or any ANZ mobile banking application that succeeds or replaces that application (other than the ANZ Plus App).

## 2.2 DEPOSITS

ANZ Term Deposits, ANZ Advance Notice Term Deposits, ANZ V2 PLUS accounts and ANZ Online Saver accounts have specific terms and conditions for depositing money. Please see section 6 for details.

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

- By depositing cash or a cheque over the counter at any ANZ branch
- (Except for an ANZ Passbook Savings account) by depositing cash or a cheque at any ANZ ATM that accepts such deposits
- (Except for an ANZ Passbook Savings account) by transferring funds from another of your ANZ accounts using ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking (if this funds transfer functionality is available on your version of ANZ Mobile Banking), or (where you have an ANZ card to which both accounts are linked) using the card (either in physical form or via a digital wallet) at any ANZ ATM in Australia
- (Except for an ANZ Passbook Savings account) by arranging another electronic transfer from another of your accounts with us, or another person's account with us
- By arranging a periodical payment from another of your accounts with us, or another person's account with us
- By arranging an electronic transfer from your account with another financial institution
- By arranging an electronic transfer from another person's account with another financial institution (e.g. by arranging to have your salary or other income (such as a family allowance or pension) paid directly to your account)
- By depositing cash over the counter at another financial institution (the other financial institution may charge a fee for this service)
- In any other way we allow

In processing deposits to your account, we will rely on your account number only. We will not check the account name received with the deposit instructions.

### 2.2A ANZ ACCESS CARD

#### **How you can use an ANZ Access card**

We may, subject to our eligibility criteria being met, issue any account holder, or any person authorised by any account holder, with an ANZ Access card to give access to an account held by the account holder.

We may, subject to our eligibility criteria being met, permit the holder of an ANZ Access card to link that card so as to give access to an eligible additional ANZ account on which the holder of the card is authorised to operate.

We may from time to time allow your ANZ Access card to be used via a digital wallet. A digital wallet is a mobile application (for example, on a smartphone or wearable device) that allows details of an eligible card to be added so that the application can be used in place of the physical card at EFTPOS terminals (as well as at ATMs in the case of ANZ Access Visa Debit cards).

When you use your ANZ Access card at an ATM in Australia, you can usually choose to withdraw funds from your linked accounts by selecting 'SAV' ('savings') or by selecting 'CHQ' ('cheque').

Similarly, when you use your physical ANZ Access card at an EFTPOS terminal (other than a contactless EFTPOS terminal) in Australia, you can usually choose to withdraw funds from your linked accounts by selecting 'eftpos SAV' or 'SAV' ('savings'), or 'eftpos CHQ' or 'CHQ' ('cheque').

Where you have more than one account linked to an ANZ Access card, you may select which account is linked to the 'eftpos SAV' or 'SAV' ('savings') and 'eftpos CHQ' or 'CHQ' ('cheque') at ATMs and EFTPOS terminals. If you do not make such a selection, we will do so for you.

One of your linked accounts will also be treated as your default account. Again, you may nominate your default account, and we will nominate the default account if you do not do so. You can find out which is the nominated default account or change the nominated default account by calling our Contact Centre.

The nominated default account will always be debited when you present your physical ANZ Access card at a contactless EFTPOS terminal (if your card has a chip). The same applies when you present your ANZ Access card via a digital wallet at a contactless EFTPOS terminal, unless the digital wallet itself allows you to select which account will be debited, in which case that account selection will apply.

Refer also to section 3 in relation to the use of your ANZ Access card at international ATMs.

### **Card validity and expiry**

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

## 2.3 ANZ ACCESS VISA DEBIT CARD

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

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

- ANZ Access Advantage
- ANZ One
- ANZ Pensioner Advantage
- ANZ Access Basic
- Other products as ANZ may make available.

We may, subject to our eligibility criteria being met, permit the holder of an ANZ Access Visa Debit card to link that card so as to give access to an additional ANZ account, as a secondary account on which the holder of the card is authorised to operate. Certain types of accounts (including ANZ Passbook Savings accounts, ANZ Term Deposits, ANZ Advance Notice Term Deposits and ANZ Online Saver accounts) are not able to be linked to an ANZ Access Visa Debit card as a secondary account.

We may from time to time allow your ANZ Access Visa Debit card to be used via a digital wallet (refer to section 2.2A for further details).

When using your ANZ Access Visa Debit card (either in physical form or via a digital wallet), your nominated account will always be debited when you:

- select 'CR' ('credit') or 'Visa Debit' at an EFTPOS terminal;
- present your physical ANZ Access Visa Debit card at a contactless EFTPOS terminal;
- present your ANZ Access Visa Debit card via a digital wallet at a contactless EFTPOS terminal (unless the digital wallet itself allows you to select which account will be debited, and you have selected 'eftpos CHQ' or 'CHQ' ('cheque'));
- use the 16 digit ANZ Access Visa Debit card number to purchase or pay for goods or services; or
- permit a Visa Direct enabled merchant or other person to use your ANZ Access Visa Debit card number to originate an AFT (where available).

Each of these uses of your ANZ Access Visa Debit card (other than where you or the merchant effectively choose to process the transaction through the EFTPOS network rather than the Visa network), together with any other transaction made using your ANZ Access Visa Debit card that is processed through the Visa network, is referred to in these terms and conditions as a 'Visa enabled transaction'.

You may also be able to access your nominated account using your ANZ Access Visa Debit card (either in physical form or via

a digital wallet) by selecting 'eftpos SAV' or 'SAV' ('savings') at an ATM or EFTPOS terminal.

If you have a secondary account linked to your ANZ Access Visa Debit card, you may be able to access that account at an ATM or EFTPOS terminal by selecting 'eftpos CHQ' or 'CHQ' ('cheque') at the ATM or terminal or via a digital wallet.

### **ANZ Access Visa Debit card acceptance**

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

The price a merchant charges for goods and services purchased with an ANZ Access Visa Debit card may be different from the price a merchant charges for the same goods and services purchased with cash.

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

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

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

### **Card validity and expiry**

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

### **Card Controls**

ANZ may make certain Card Controls available for use from time to time.

ANZ may publish guidelines on anz.com from time to time outlining the Card Control(s) that are currently available for relevant cards and the types of transactions which may be

blocked or which ANZ may refuse to process when the relevant Card Control(s) is applied.

In this clause, 'Card Controls' means a function that ANZ may make available for use in connection with an ANZ Access Visa Debit card as may be described on anz.com, which when applied, may block or cause ANZ to refuse to process a certain transaction(s) or type of transaction(s) on the ANZ Access Visa Debit card or the account (as applicable) the Card Control is applied to.

## 2.4 CHEQUES

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

You should allow three to seven business days for a cheque that you deposit to your account to clear.

We may allow you to draw on the cheque before it has cleared. However, if this would mean that your account would be overdrawn, we will generally only allow the drawing if there is available credit under any formal overdraft facilities or other formal credit facilities applicable to your account. We may also (but we do not have to) provide you with an informal overdraft for the overdrawn amount. See section 2.19 for further details.

### **What if a cheque that you have drawn on or that is deposited to your account is dishonoured?**

Where a cheque that you have drawn on your account is dishonoured, we may charge you a Dishonour Fee.

Where a cheque that is deposited to your account is dishonoured, we will take the amount of the cheque from your account (to the extent it has been credited to your account).

### **What happens to an original cheque that is drawn on us once it has cleared?**

We will destroy the original cheque but keep a copy of it for:

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

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

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

- there is not enough money in the payer's account;
- the cheque has not been signed;
- the cheque is more than 15 months old;
- the cheque has a future date on it;
- the cheque has been altered in a material way and the alteration has not been signed;
- law prevents the cheque from being paid;
- the cheque has been stopped; or

- the payer's bank has been notified that the account holder is unable to manage their own affairs, is bankrupt or has died.

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

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

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

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

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

### **'Crossed' cheques**

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

### **'Not Negotiable' cheques**

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

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

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

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

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

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



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

### **Cashing a cheque**

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

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

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

### **Cheques made payable to someone else**

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

### **Stopping a cheque**

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

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

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

### **Tips for cheque security**

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

### **Bank cheques**

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

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

- the bank cheque is forged or counterfeit;

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

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

## 2.5 SPECIAL CLEARANCE OF FUNDS

Special clearance of cheques that are deposited into your account are no longer available.

## 2.6 WITHDRAWING OR TRANSFERRING MONEY

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

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

- By withdrawing cash over the counter at any ANZ branch
- By cheque, if you have a cheque book for your account
- (Except for an ANZ Passbook Savings account) by transferring funds to another account with us or another financial institution, or making a BPAY® Payment<sup>1</sup>, via ANZ Internet Banking or ANZ Mobile Banking (if this funds transfer functionality is available on your version of ANZ Mobile Banking), including by arranging a recurring payment, or a PayTo payment (where eligible) (see section 2.7)
- (Except for an ANZ Passbook Savings account) by transferring funds to a linked account, or making a BPAY® Payment, via ANZ Phone Banking;
- (Except for an ANZ Passbook Savings account) by arranging a direct debit or periodical payment (see section 2.7) or other electronic transfer to another account with us or another financial institution
- For an ANZ Passbook Savings account, by arranging a periodical payment (see section 2.7) to another of your eligible accounts with us

<sup>1</sup> BPAY® Payment means a payment made via the BPAY® Payments service provided by BPAY Pty Ltd.

- (Except for an ANZ Passbook Savings account) if you have an ANZ card linked to your account, by using the card (either in physical form or via a digital wallet):
  - to withdraw cash at an ATM;
  - (where the other account is also linked to the card) to transfer funds to another ANZ account at an ANZ ATM in Australia;
  - to make a cash withdrawal or purchase via EFTPOS where permitted by the operator of the terminal; or
  - to initiate an AFT through a Visa Direct enabled merchant or other person (where available).
- In any other way we allow.

If you have an ANZ Access card or ANZ Access Visa Debit card linked to your account you can authorise transactions in the following ways (as applicable).

- By using your ANZ Access card or ANZ Access Visa Debit card, alone or together with your PIN and either in physical form or via a digital wallet, in conjunction with any electronic equipment or terminal (including a contactless EFTPOS terminal)
- By presenting your ANZ Access Visa Debit card to a merchant and signing a voucher or other documentation acceptable to us authorising the transaction
- By giving the ANZ Access Visa Debit card details to a merchant or to any other party to whom payment is to be made, either directly or through a third party, in a manner acceptable to us, for example, over the phone or online
- By arranging an electronic debit on your ANZ Access Visa Debit card by providing a standing authority to have payments made directly from your linked nominated account.

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

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

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

It is your responsibility to ensure that all the information you have provided to ANZ to facilitate a withdrawal or transfer is correct. For instance, where applicable ANZ will rely in the

account number and branch number (BSB) you provide in your instruction to process a transfer to another account or another financial institution (including direct debit, recurring payment and periodical payment). ANZ will not check that the details provided by you are correct or that the account name matches the account number.

If we allow you to make withdrawals in other ways, we can set further terms and conditions for those withdrawals. If you want to make a withdrawal at an ANZ branch that is not the one your account is held at, we may set a limit on the amount you can withdraw each day. We may also otherwise impose limits on the amount of cash withdrawals that may be made over the counter at any ANZ branch. Please ask at the branch or call our Contact Centre for details of any limits that apply.

If a withdrawal would mean that your account would be overdrawn, we will generally only allow the withdrawal if there is available credit under any formal overdraft facilities or other formal credit facilities applicable to your account. We may also (but we do not have to) provide you with an informal overdraft amount. See section 2.19 for further details.

You may have to pay a Dishonour Fee if you authorise a person or company to take a direct debit from your account and we cannot make the payment to them because there are insufficient cleared funds available in your account. As noted above, you may also have to pay a Dishonour Fee where a cheque that you have drawn on your account is dishonoured.

You may have to pay a Periodical Payment Non-Payment Fee if you have authorised a periodical payment that we cannot pay from your account because there are insufficient cleared funds available in your account.

## **2.6A OTHER WAYS YOU CAN TRANSACT**

Despite any other provision in these terms and conditions, we may permit you to make deposits to or withdrawals from your ANZ account at an agent, contractor or service provider of us. Where such deposits or withdrawals are permitted by us, the time for processing the relevant credits or debits to your account may vary. We reserve the right to restrict the amount, or the amount of each denomination, of any deposits or withdrawals that may be made at an agent, contractor or service provider, without notice where we consider that it is in our legitimate interests to do so. For example, we may do so where we consider this necessary to protect us or you from suffering financial loss (e.g. as a result of suspected fraudulent activity on the account). Any transaction limits that would otherwise apply are subject to our rights to take these actions. Details of any processing times and limits may be published on [www.anz.com.au/ways-to-bank/](http://www.anz.com.au/ways-to-bank/)

## 2.7 DIRECT DEBITS, RECURRING PAYMENTS AND PERIODICAL PAYMENTS

ANZ V2 PLUS accounts have specific terms and conditions relating to direct debits, recurring payments and periodical payments. Please see section 6.9 for details.

Please see section 8 for details about PayTo Payment Agreements.

A direct debit is a payment that you have authorised a merchant to collect from your ANZ account and that you arrange through the merchant by providing your account number and branch number (BSB) (not your 16 digit ANZ Access Visa Debit card number).

A recurring payment is a payment that you have arranged via ANZ Internet Banking to be paid on a repeating basis from your ANZ account.

A periodical payment is a payment (other than a recurring payment) that you have arranged with us to be paid on a repeating basis from your ANZ account by reference to your account number and branch number (BSB) (not your 16 digit ANZ Access Visa Debit card number). You may establish a periodical payment facility at an ANZ branch, by contacting our Contact Centre or by any other means that we allow.

If you have established a recurring payment facility, you may use ANZ Internet Banking to stop or change a recurring payment on the facility, or cancel the facility, at any time before the relevant recurring payment is made.

If you have established a periodical payment facility, you can tell us to stop or change a periodical payment on the facility, or cancel the facility, 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 phone us, we may ask you to send us written confirmation of your instruction before implementing it.

In certain cases we may be able to block a particular direct debit, or direct debits by a particular merchant, at your request, provided the request is made at least two business days before the payment is due to be made.

You may notify us of your request to block a direct debit by contacting our Contact Centre or by visiting an ANZ branch. If you phone us, we may ask you to send us written confirmation of your instruction before implementing it.

Blocking one or more direct debits may cause the merchant concerned to stop providing the relevant goods and services or may result in liability for you under any contract between you and the merchant. You should make alternative payment arrangements with the merchant if necessary.

For the purposes of these terms and conditions, a 'business day' means a day that is not a Saturday, a Sunday or an Australian national public holiday.

## **2.8 AUTHORISATIONS FOR TRANSACTIONS MADE USING AN ANZ ACCESS VISA DEBIT CARD**

When you use your ANZ Access Visa Debit card for a Visa enabled transaction at an EFTPOS terminal or by using the 16 digit ANZ Access Visa Debit card number to purchase or pay for goods or services, or to permit a Visa Direct enabled merchant or other person to complete an AFT (where available), the merchant or other person involved in the transaction may obtain an authorisation for the transaction before the transaction is made. This authorisation is for the purpose of establishing that there are sufficient funds available in the account for the transaction. This authorisation may be completed for a transaction that occurs at a later time such as car hire, accommodation and transactions at unmanned terminals (for example, unmanned petrol stations).

An authorisation may reduce the amount of available funds in the linked nominated account (and the Transaction may be shown as 'pending'). If the purchase or other transaction is not completed, the amount of available funds in the account may continue to be reduced for a period of time, usually for around six business days.

## **2.9 STANDING AUTHORITIES SET UP USING YOUR ANZ ACCESS VISA DEBIT CARD NUMBER**

You can, at any time, provide a standing authority to a merchant to transact on your linked nominated account, by providing your 16 digit ANZ Access Visa Debit card number.

To cancel such a standing authority, you must notify the merchant in writing before the next transaction is due to be processed. The period of notice required will be determined by the relevant merchant. As a standing authority involves an agreement between you and the relevant merchant, we are not able to cancel a standing authority on your behalf. Further, unlike direct debits set up using your account number and branch number (BSB), we are not able to block a future payment made pursuant to a standing authority. Until you cancel the standing authority, the merchant is entitled to request us to debit the account and we are obliged to process any request.

If the merchant does not comply with your request to cancel the standing authority, you must send us a copy of your correspondence with the merchant to enable us to dispute

the relevant transaction(s) on your behalf according to the procedure in sections 2.10 and 2.11 below.

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

In some cases, an existing standing authority may automatically continue (for example, under Visa's arrangements with some merchants, there may be circumstances where your ANZ Access Visa Debit card details are automatically updated when a replacement card is issued). If you do not want that to happen then you must cancel the standing authority.

## **2.10 REVERSING A TRANSACTION MADE USING YOUR ANZ ACCESS CARD OR ANZ ACCESS VISA DEBIT CARD**

Where you have used your ANZ Access card or ANZ Access Visa Debit Card to purchase goods or services, or to complete an AFT (where available), you may be entitled to reverse (chargeback) the transaction where you have a dispute with the merchant. For example, you may be entitled to reverse a transaction where the merchant has not provided you with the goods or service you paid for or has not completed an AFT.

You must notify us promptly if you believe you are entitled to reverse a transaction. If it is determined that you are entitled to reverse a transaction, we will credit your account for the amount initially debited for the transaction.

You can also dispute any transaction that you did not authorise. Please see section 8, Electronic Banking Conditions of Use, for details of when ANZ will be liable for unauthorised transactions.

## **2.11 TIME LIMITS FOR REVERSING A TRANSACTION MADE USING YOUR ANZ ACCESS CARD OR ANZ ACCESS VISA DEBIT CARD**

It is your responsibility to review carefully your statements of account. You should notify us immediately of a disputed transaction made using your ANZ Access card or ANZ Access Visa Debit card.

Scheme operating rules impose time limits for raising a dispute. Generally under these scheme rules ANZ must lodge a fully detailed claim on your behalf within 120 days. For transactions executed using the EFTPOS system (which will include all ANZ Access card transactions and may include some ANZ Access

Visa Debit card transactions), longer time limits may apply. We recommend that you raise your dispute with us as soon as possible, so that we have sufficient time to get all of the information and documents ready to lodge a claim within the time limit. If you do not notify us of your disputed transaction and provide us with all necessary details in time for ANZ to meet this deadline, ANZ may not be able to assist you in having the disputed transaction reversed.

If you're disputing a transaction on the basis that you did not authorise the transaction, then your dispute will usually be governed by the ePayments Code and the time limits within the card scheme operating rules may not apply. However, you should still let us know about your dispute as soon as you can. If you unreasonably delay in reporting an unauthorised transaction, this may affect ANZ's liability for any losses resulting from the transaction.

## **2.12 VISA SECURE AND EFTPOS SECURE TRANSACTIONS**

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

## **2.13 WHEN A VISA ENABLED TRANSACTION MADE USING YOUR ANZ ACCESS VISA DEBIT CARD WILL BE APPLIED TO THE ACCOUNT**

All transactions made using your ANZ Access Visa Debit card (except for transactions made at an EFTPOS terminal or using your card via a digital wallet, which are not Visa enabled transactions) will be processed to the account on the date they are received by us and are effective as at the date of the transaction (or, if later, the date assigned to the transaction by the financial institution that initially processed the transaction). The date that we receive a transaction for processing may not be the date the transaction was made or that has been assigned to it. We may be provided with information concerning a transaction made using your ANZ Access Visa Debit card number (excluding transactions made at an EFTPOS terminal or using your card via a digital wallet, which are not Visa enabled transactions), for example mail or online purchases, a number of days after the transaction was made or initially processed.

## **2.14 PROCESSING OF WITHDRAWALS AND DEPOSITS GENERALLY**

The date on which withdrawals and deposits are applied to your account may differ, depending on the nature of the withdrawal or deposit. Deposits and other credits (including credits for returns of purchased goods) will not be treated as made until the date on



which those deposits or other credits are applied to your account in the ordinary course of business (referred to as the 'effective date'). Generally, deposits and withdrawals will be applied to your account (i.e. 'be effective') on the date of processing but, in some cases, they may be applied as at a different date.

Generally, and except as otherwise noted in these terms and conditions (including in section 2.13), the rules below will apply.

Any withdrawal or deposit made via an ANZ ATM in Australia (excluding cheque deposit transactions), ANZ EFTPOS, ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking will be applied to your account effective on the date on which it is made, provided the transaction is made before the following times, as relevant:

- 9.45pm Melbourne time for ANZ ATMs in Australia (excluding cash deposits and transfers between ANZ accounts (for which there is no cut-off time) and cheque deposit transactions); and
- 9.30pm Melbourne time for ANZ EFTPOS transactions (unless the relevant merchant elects an earlier cut-off time).

Any relevant transaction made after the applicable time may be applied to your account effective on the following day. However, in the case of ANZ V2 PLUS accounts, any relevant transaction that occurs after the applicable time, or that occurs on a non-business day, will be processed and applied to your account on the next business day. However, a withdrawal will generally reduce the amount of available funds in the account on the day it is made, even if it is only processed or effective on a later date.

Withdrawals conducted via another financial institution (including via a non-ANZ ATM or non-ANZ EFTPOS terminal) will be processed and applied to your account in accordance with the cut-off time agreed between us and that financial institution (or their representative), and may be different to the above. The date on which withdrawals conducted at ANZ ATMs outside of Australia will be processed and applied to your account may be different to the above.

If a recurring payment or periodical payment is due to be paid on a non-business day, the payment will be made on the next business day, unless you ask us to make the payment on a later business day.

Cheque deposits made at an ANZ ATM will usually take up to seven business days to be applied to your account (and will be subject to the terms and conditions applying to cheques referred to in section 2.4).

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

You should note that the effective date at which a payment from your account is applied to your account may be different from the date on which it is processed as a payment to the payee. Generally, and except as otherwise noted in these terms and conditions, any payment made via an ANZ ATM, ANZ EFTPOS, ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking will be processed as a payment to the payee on the date on which it is made, provided the transaction is made before the following times, as relevant:

- the times listed above on a business day for ANZ ATMs and ANZ EFTPOS;
- the following times on a business day for funds transfers made via ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking:
  - 8pm Melbourne time for funds transfers to a non-ANZ account in Australia (i.e. Pay Anyone payments);
  - 9.30pm Melbourne time for international money transfers;
  - 10.30pm Melbourne time for funds transfers to a linked ANZ credit card account; and
  - 6pm Melbourne time on a business day when making a BPAY® Payment.

Any relevant payment made after the applicable time on a business day, or at any time on a non-business day, may not be processed by us as a payment to the payee until the following business day.

If we receive a message through the New Payments Platform<sup>2</sup> that a payment will be made to your account, we may credit the amount of the payment to your account even if we have not yet received the payment. If the payment is not received for any reason, we will reverse the transaction by taking the amount from your account.

If a payment from your account is eligible to be processed through the New Payments Platform, including through Osko®<sup>3</sup>, it may be processed as a payment to the payee in near real time, including on a non-business day, and in that case will be applied to your account effective on the date on which it is processed. In the case of a recurring payment that is due to be paid on a non-business day, this means that the payment will be made on that day if processed in near real time through the New Payments Platform.

If the New Payments Platform cannot be used for any reason, we will try to make the relevant payment from your account through other available payments systems, and the other terms

<sup>2</sup> New Payments Platform means the new payments platform operated by NPP Australia Limited.

<sup>3</sup> Osko® means the Osko® payment service provided by BPAY Pty Ltd using the New Payments Platform.

of this section 2.14 will generally apply. You should always allow sufficient time for payments from your account to be received by the payee if they cannot be made using the New Payments Platform or Osko®.

## **2.14A ADJUSTMENTS TO YOUR ACCOUNT BALANCE**

The date on which a transaction is processed to your account may differ from the date on which the transaction occurred or is regarded as effective. For example, where we are provided with information concerning a purchase made using your account a number of days after the purchase was made, we may treat the transaction as being effective on the date on which it was made.

We may also subsequently adjust a debit or credit to your account so as to accurately reflect our and your legal obligations (for example, because of an error, a dishonour of a cheque or a resolution against you of a dispute).

In both circumstances, we may make consequential adjustments to the balance of your account, including with respect to accrued interest or interest that has already been credited or debited to your account. For example, we may debit your account to recover excess interest credited to your account as a result of a transaction which was effective before a particular interest payment date, but that was processed to your account after that interest payment date.

We generally won't make adjustments in respect of interest on your account for a transaction which has an effective date more than 60 days prior to the date on which the transaction was processed.

## **2.15 PAYMENT PROCEDURES**

The order in which we process transactions on a day may vary from the order in which transactions are made on that day or are received by us on that day. For example, we may process transactions involving debits to your account before processing transactions involving credits.

## **2.16 CHANGES WE CAN MAKE TO FEES, CHARGES AND INTEREST**

We may make changes to the terms and conditions of your account relating to fees, charges and interest without your agreement. The table sets out these changes and how and when we will give you notice of them. In the table, a reference to notice in writing is to notice by any notification method allowed by these terms and conditions and a reference to notice by press advertisement is to notice by advertisement in a national newspaper or in two or more major metropolitan newspapers that in combination circulate generally in each State and Territory of Australia.

| Type of change  | Minimum number of days notice | Method of notice                     |
|---|-------------------------------|--------------------------------------|
| Introduce a new fee or charge   | 30 days                       | In writing                           |
| Increase an existing fee or charge  | 30 days                       | In writing or by press advertisement |
| Change the method by which interest is calculated or the frequency with which interest is debited or credited | 30 days                       | In writing                           |
| Change the interest rate that applies to your account   | Day of the change             | In writing or by press advertisement |
| Change the name of interest rates, accounts or publications   | Day of the change             | In writing or by press advertisement |

The rights mentioned above should be read as if they are each a separate right even though they are set out in the one table.

Despite this clause:

- 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 as described in clause 6.10); and
- we will always give you notice of any change to the terms and conditions of your account in accordance with any applicable laws or industry codes (such as the Banking Code of Practice), or any other terms and conditions applicable to your account, which require any minimum notice periods or specific methods of notification.

If you are unhappy with a proposed change to the terms and conditions, you have the right to close your account in accordance with the applicable terms and conditions in this booklet.

## 2.16A CHANGES WE CAN MAKE TO OTHER TERMS AND CONDITIONS

We may make the following changes to the terms and conditions of your account without your agreement:

- changes that ensure that the product is, or the terms of the account are consistent with our business, communication, technological or operational systems or processes;
- changes to comply with, or reduce the risk of non-compliance with any law, or decision, recommendation, regulatory

guidance or standard of any court, tribunal, ombudsman service, regulator or any other similar body;

- changes that are in our reasonable opinion, required or appropriate to protect any person (including ANZ) from the risk of fraud or illegal activity;
- changes that enhance the security of our products or services;
- changes that are administrative;
- changes to simplify the terms of your account;
- changes to correct a mistake, inconsistency or omission;
- changes to reflect changes or improvements to the features of the product or how it works;
- to change, or as part of a process to, discontinue or replace a product or migrate a product to a new system, 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;
- changes that are beneficial to you;
- changes that reflect current industry or market practice or conditions or that we reasonably consider are appropriate in light of changes to community standards or expectations in respect of bank or environmental, social and governance practices;
- changes that in our reasonable opinion are reasonably required to prudently manage a material credit, operational or compliance risk; and
- any other changes that are reasonably necessary to protect our legitimate business interests.

We will give you reasonable notice of these changes. If we reasonably consider a change is unfavourable to you, we will give you prior notice of at least 30 days. We may give you a shorter notice period, which may include notice on the day the change takes effect if we reasonably consider:

- the change has a positive or neutral effect on you; or
- providing a shorter notice period is necessary for us to:
  - avoid or reduce a material increase in our credit risk or loss; or
  - comply with legal or regulatory requirements.

We may give you notice of the change by any notification method allowed by these terms and conditions or by advertisement in a national newspaper or in two or more major metropolitan newspapers that in combination circulate generally in each State and Territory of Australia.

Despite this clause, we will always give you notice in accordance with any applicable laws or industry codes (such as the Banking Code of Practice), or any other terms and conditions applicable to your account, which require any minimum notice periods or specific methods of notification.

If you are unhappy with a proposed change to the terms and conditions, you have the right to close your account in accordance with the applicable terms and conditions in this booklet.

## 2.17 INTEREST RATES

You can generally get details of current interest rates:

- by phoning the Rate Inquiry Line using the contact details at the back of this booklet;
- at any ANZ branch; or
- by visiting our website at [www.anz.com](http://www.anz.com)

## 2.18 WORKING OUT THE INTEREST WE PAY

For ANZ Online Saver accounts, ANZ Access Advantage accounts, ANZ Equity Manager accounts, ANZ Passbook Savings accounts, ANZ Progress Saver accounts, ANZ Premium Cash Management Accounts, ANZ SMSF Cash Hub accounts, ANZ Pensioner Advantage accounts and ANZ V2 PLUS accounts we will work out the credit interest that accrues on the positive balance of your account at the end of each day, in the manner set out below. This should be read together with section 6, which contains further detail regarding how we work out interest (including bonus interest in the case of ANZ Progress Saver accounts) on some of the different types of accounts referred to above.

ANZ Term Deposits and ANZ Advance Notice Term Deposits have specific terms relating to interest. These are set out in section 6.8.

We do not pay interest on account balances in ANZ Home Loan Offset accounts (that is, ANZ One accounts and ANZ Home Loan Interest Saver accounts). See section 7 of this booklet for more information on ANZ Home Loan Offset accounts. We also do not pay interest on account balances in ANZ Access Basic accounts.

### **Types of interest rates**

Credit interest will accrue daily on the positive balance of your account as at the end of the day at the applicable daily interest rate, as explained below.

Unless sections 6 and 7 provide that a tiered interest rate or banded interest rates apply to your account, credit interest on your account will be calculated for a particular day by applying a single annual interest rate, regardless of the balance of your account.

A tiered interest rate means that the annual interest rate applicable to your account for a particular day will vary depending on the balance of your account on that day. If your account balance is above a certain level, we will pay a different rate of interest on the whole balance.

For an account with banded interest rates, different annual interest rates for a particular day will apply to different parts of your account balance on that day. For example, the interest

that accrues on the part of your balance between \$10,000 and \$20,000 may be different from the interest that accrues on the first \$9,999.99 of the balance.

In all cases, we will work out the interest that accrues on your account for a particular day at a rate (or rates, as applicable) equal to the applicable annual interest rate (or rates, as applicable) divided by the number of days in that year (usually 365, but 366 in a leap year).

### **When interest is credited**

Accrued interest will be credited to your account with the frequency indicated in sections 6 and 7, or with such other frequency as set out in the confirmation letter relating to the opening of your account or subsequently agreed by you or determined by us in accordance with section 2.16. The interest that is credited to your account on a particular day will not generally include the interest accrued in respect of that day.

Where an interest payment is scheduled to be credited on the 29th, 30th or 31st of a month which does not contain such a date, it will, subject to the comments below, be credited on the last day of that month.

Except in the case of ANZ Passbook Savings accounts (see section 6.7) and ANZ V2 PLUS accounts (see section 6.9), where an interest payment is scheduled to be credited to your account on a non-business day, it will generally be credited on the preceding business day. The payment will exclude interest accruing in respect of that preceding business day or any subsequent day. However, where that preceding business day is not in the same calendar month as the scheduled date, the interest payment will instead be credited to your account on the next business day. The payment will relate to interest accrued up to, but not including or following, the scheduled date. The payment will be credited with effect from the scheduled date.

When you close your account, we will generally pay any outstanding credit interest to you. We may also credit interest to your account on any date on which we change the frequency with which interest is credited to your account.

Except in the case of ANZ Passbook Savings accounts and ANZ V2 PLUS accounts, you can choose to have your interest paid to another eligible ANZ deposit account, rather than being credited to the account on which the interest accrues. Unless you tell us otherwise, we will pay any interest to the account on which the interest accrues.

## **2.19 PROVIDING CREDIT**

If your account is overdrawn for any reason and you do not have available credit under any formal overdraft facilities or other formal credit facilities applicable to your account then we may

(but we do not have to) provide you with an informal overdraft facility for the overdrawn amount (the Informal Overdraft).

Specific terms and conditions apply in relation to overdrawing:

- an ANZ SMSF Cash Hub account - refer to section 6.6 for details; and
- an ANZ Equity Manager account with a formal credit limit - refer to our 'Consumer Lending Terms and Conditions' booklet. In the case of ANZ Equity Manager accounts, this section only applies to such accounts without a formal credit limit.

### **Debit interest charged**

Debit interest will accrue daily on that part of the overdrawn balance of your account that is referable to your Informal Overdraft as at the end of the day at the applicable daily interest rate.

Except in the case of ANZ Equity Manager accounts, the daily interest rate applicable to your Informal Overdraft will be the ANZ Retail Index Rate plus a margin (refer to the 'ANZ Personal Banking Account Fees and Charges' booklet for details), divided by 365.

For an ANZ Equity Manager account, 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 will be that, if any, disclosed in the letter of offer for the account as being the margin that formed part of the annual interest rate applicable to any credit provided within the formal credit limit for the account (subject to any subsequent amendment by ANZ in accordance with the terms and conditions applicable to the account).

Accrued debit interest will be debited to your account monthly from the date on which your account was opened or (in the case of ANZ Online Saver accounts, ANZ Progress Saver accounts and ANZ Premium Cash Management Accounts) on the last business day of each month, or with such other frequency as set out in the confirmation letter relating to the opening of your account or subsequently agreed by you or determined by us in accordance with section 2.16. The interest that is debited to your account on a particular day will not generally include the debit interest accrued in respect of that day.

Where an interest debit is scheduled to be debited on the 29th, 30th or 31st of a month which does not contain such a date, it will, subject to the comments below, be debited on the last day of that month.

Where an interest debit is scheduled to be made on a non-business day, the debit will generally be made on the preceding business day. The debit will exclude debit interest accruing in respect of that preceding business day or any subsequent day.



However, where that preceding business day is not in the same calendar month as the scheduled date, the interest debit will instead be made to your account on the next business day. The debit will relate to interest accrued up to, but not including or following, the scheduled date. The debit will be made with effect from the scheduled date.

## **Repayment**

Where you have obtained an Informal Overdraft, you must repay in full that part of the overdrawn balance of your account that is referable to your Informal Overdraft (including as a result of any subsequent Informal Overdrafts) by the day that is 30 days after the day on which the Informal Overdraft was debited or treated as being advanced to your account, or earlier upon demand by us. The overdrawn amount may include any interest debited to your account during the relevant period in relation to any relevant Informal Overdraft.

## **General**

Although we may consider providing an Informal Overdraft to you in certain circumstances, we do not agree to provide any credit in respect of your account without prior agreement.

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

- other products which might better suit your needs; or
- other ways in which you can monitor the balance of your account.

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

## **2.20 STATEMENTS**

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

Except as noted below or where we agree with you otherwise, we will generally provide you with a statement for your account at least once every six months. We will provide statements more frequently for some types of accounts (including accounts that you may access using an ANZ Access Visa Debit card that has been issued to you, in respect of which we will issue statements at least once every two months).

We will not generally provide you with any statements for an ANZ Passbook Savings account.

You must carefully check your statements. If you think there are mistakes or unauthorised or disputed transactions shown on a statement, contact us as soon as possible. Details of our dispute resolution procedures are set out in section 2.24.

## 2.21 PRIVACY AND CONFIDENTIALITY

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

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 for the following purposes:

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

### **Absence of relevant information**

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

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

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

### **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 its own

products and services; assess your application for one of its products or services; manage your product or service; perform administrative and operational tasks (including debt recovery); or comply with regulatory requirements and prudential standards;

- an organisation that is in an arrangement with us to jointly offer products and/or has an alliance with us to share information for marketing purposes (and any of its outsourced service providers or agents), 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 (for example, mailing houses or debt collection agencies);
- 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 or court/tribunal order to disclose information to;
- participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
- other credit providers;
- mortgage insurers and any reinsurer of any such mortgage insurer;
- your guarantors (and intending guarantors) and any person who has provided security for your loan;
- any person who introduces you to us;
- your referee(s);
- your employer;
- your joint borrower(s) or account holder(s); and
- your adviser; your authorised agents; your executor, administrator or trustee in bankruptcy; your legal representative; your attorney; or anyone acting for you in connection with your account.

If you do not want us to tell you about products or services, phone our Contact Centre to withdraw your consent.

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

## **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 would like a hard copy of this information, please call our Contact Centre or visit any ANZ branch for a copy of our Privacy Policy.

## **Our Privacy Policy**

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

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

## **Collecting sensitive information**

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

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

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

## **2.22 INACTIVE ACCOUNTS**

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

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

While you can reclaim your money at any time, we suggest you operate your account regularly to avoid this inconvenience.

## 2.23 DISRUPTION TO SERVICE

To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these terms and conditions, if we fail to observe or perform any of our obligations under these terms and conditions because of anything which we could not, with reasonable diligence, control or prevent. This includes acts of God, acts of nature, acts of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power or network shortages or failures, unexpected system or equipment failure by ANZ or third party, epidemics or pandemics, or disruption by war or sabotage.

## 2.24 COMPLIMENTS, SUGGESTIONS AND COMPLAINTS

### We value your feedback

We are committed to ensuring our products and services meet your expectations and value your feedback regarding our performance. If you would like to compliment members of our team, or you have a suggestion on how we can improve, please tell us. Perhaps we have made a mistake, or our service hasn't met your expectations. Whatever the reason, we want you to let us know.

### Providing feedback

#### Step 1 Customer Service area

Our customer service team is your first point of contact for raising complaints or providing feedback. Talk to staff at your local ANZ branch or Business Centre, or call our Contact Centre (or, for ANZ V2 PLUS account holders, the ANZ V2 PLUS Service Centre). We will do our best to help resolve any issues you may have.

- **Phone:** our Contact Centre (or, for ANZ V2 PLUS account holders, the ANZ V2 PLUS Service Centre) using the contact details at the back of this booklet
- **In person:** use 'Find a branch/ATM' on [www.anz.com](http://www.anz.com) to find your nearest ANZ branch or Business Centre

#### Step 2 Complaint Resolution Centre

If you are not satisfied with the response to your complaint or feedback, you can contact our Complaint Resolution Centre. Our specialists will work closely with you to resolve any complaint you may have quickly and amicably. If you have a compliment or suggestion, they will ensure your feedback is shared with the relevant teams.

- **Phone:** 1800 805 154 (8am - 7pm Melbourne time, weekdays excluding national public holidays)
- **Email:** [yourfeedback@anz.com](mailto:yourfeedback@anz.com)
- **Mail:** ANZ Complaint Resolution Centre  
Locked Bag 4050, South Melbourne VIC 3205

- **Online:**
  - Visit [www.anz.com](http://www.anz.com)
  - Select 'Complaints and compliments' under 'Find out more'
  - Select 'Lodge your feedback online'

### **Further help**

If you are not satisfied with the resolution offered by our Complaint Resolution Centre, 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

## **2.25 ACTING ON YOUR INSTRUCTIONS**

We may decide not to act on instructions where we reasonably consider or suspect those instructions either:

- have not been authorised by the account holder(s) or are otherwise fraudulent;
- have been provided by mistake; or
- contain material omissions or errors.

## **2.26 ANTI-MONEY LAUNDERING AND SANCTIONS**

You agree that we may, without providing you with any notice and without incurring any liability delay, block or refuse to process any transaction, or close your account, if we reasonably consider or suspect that processing the transaction or keeping your account open:

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

- may be inconsistent with or prohibited by our anti-money laundering and counter-terrorism financing or sanctions policies. Such policies, which can change from time to time, are designed to help ANZ comply with legal obligations and to identify, manage and mitigate money laundering, terrorism financing and sanctions risks. These policies cover matters such as ANZ's approach to:
  1. customer due diligence;
  2. monitoring transactions for indicators of unusual behaviour and reporting suspicious activities to appropriate authorities; and
  3. transactions that may be connected, directly or indirectly, with sanctioned parties, jurisdictions, products or sectors of economies in certain jurisdictions.

A summary of our anti-money laundering and counter-terrorism financing policy and our sanctions policy is available on [anz.com](http://anz.com) and includes, for example, a current list of relevant jurisdictions.

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

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

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

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

## **2.27 NO DEALING IN ACCOUNT**

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

## **2.28 LAW AND JURISDICTION**

These terms and conditions are governed by the laws of the State of Victoria. In relation to any proceedings about or in connection with your account, we and you agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under that law.

## **2.29 FINANCIAL ABUSE AND INAPPROPRIATE BEHAVIOUR**

If you are experiencing financial abuse and would like to discuss your options with us, you can call ANZ using the contact details at the end of this booklet (see section 9). ANZ also provides information about financial abuse on [anz.com](http://anz.com)

You must not use an account to engage in financial abuse or unlawful behaviour, or use our services to engage in offensive, threatening, defamatory, harassing or controlling behaviour. These are examples of behaviour ANZ considers inappropriate. ANZ has rights under the Electronic Banking Conditions of Use (see section 8) to withdraw electronic access to accounts where it suspects a person has engaged in inappropriate behaviour (see Withdrawal of Electronic Access). We can also close an account in certain circumstances if we think it has been used inappropriately (see clause 4.3.1).

## **SECTION 3 ELECTRONIC BANKING**

### **3.1 ELECTRONIC BANKING**

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

Electronic banking is not available with all ANZ accounts. For ANZ V2 PLUS accounts, this section applies to those accounts with direct banking facilities only. For more information, ask at any ANZ branch or phone our Contact Centre or, for ANZ V2 PLUS account holders, phone the ANZ V2 PLUS Service Centre.

### **3.2 EFTPOS**

EFTPOS stands for Electronic Funds Transfer at Point of Sale.

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

In the terms and conditions relating to your account, a reference to EFTPOS is to any electronic funds transfer at point of sale facility (whether or not operated by EFTPOS Payments Australia Ltd).

### **3.3 MAESTRO AND CIRRUS**

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

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



If you have both a savings account and a cheque account linked to your ANZ MasterCard card, when you press 'debit', the ATM will automatically make the withdrawal from your linked savings account. If you have both a savings account and a cheque account linked to your ANZ Access card, when you press 'debit', the ATM will automatically make the withdrawal from the nominated default savings or cheque account. If you have not nominated a default account, we will nominate the default account. You can find out which account is the nominated default account or change the nominated default account by calling our Contact Centre.

Some ATMs do not give you the option of choosing an account. In this case, when you use your ANZ MasterCard card the ATM will automatically take withdrawals from your ANZ MasterCard credit card account as a cash advance. For these withdrawals credit card fees and charges for cash advances will apply on top of the usual fees and charges for using Maestro or Cirrus. When you use your ANZ Access card, the ATM will automatically take withdrawals from the nominated default savings or cheque account. If you have not nominated a default account, we will nominate the default account. You can find out which account is the nominated default account or change the nominated default account by calling our Contact Centre.

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

### **3.4 FEES AND CHARGES - MAESTRO AND CIRRUS**

Transaction fees, overseas transaction fees, overseas ATM transaction fees and non-ANZ ATM operator fees apply for the use of Cirrus ATMs and Maestro EFTPOS overseas. If the amount of the transaction is more than your available balance (including any approved overdraft or credit limit) and we do not provide the amount under the Informal Overdraft (refer to section 2.19 for details of the Informal Overdraft) or, in the case of ANZ V2 PLUS accounts, the transaction would reduce your balance to an amount less than \$5,000, the transaction may be rejected and the fees referred to above will not be charged.

### **3.5 SURCHARGES - MAESTRO AND CIRRUS**

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

### 3.6 EXCHANGE RATES AND CONVERSION - MAESTRO AND CIRRUS

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

This means that:

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

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

### 3.7 PLUS

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

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

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

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

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

### 3.8 FEES AND CHARGES - PLUS

Transaction fees, overseas transaction fees, overseas ATM transaction fees and non-ANZ ATM operator fees apply for the use of PLUS ATMs overseas. If the amount of the transaction is more than your available balance (including any approved overdraft or credit limit) and we do not provide the amount

under the Informal Overdraft (refer to section 2.19 for details of the Informal Overdraft) or, in the case of ANZ V2 PLUS accounts, the transaction would reduce your balance to an amount less than \$5,000, the transaction may be rejected and the fees referred to above will not be charged.

### **3.9 SURCHARGES - PLUS**

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

### **3.10 EXCHANGE RATES AND CONVERSION - PLUS**

All transactions in a currency other than Australian dollars will be converted into Australian dollars by Visa International. Visa International will determine the conversion process and rate or rates used. In the case of a refund, the conversion rate or rates used for a refund may be different to the conversion rate or rates used for the original transaction.

### **3.11 DAILY WITHDRAWAL LIMIT**

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

Non cash transactions, including purchases made at an EFTPOS terminal will not count towards your daily cash withdrawal limit.

Contactless transactions made at an EFTPOS terminal will not count towards your daily cash withdrawal limit.

\* A day begins at 12.00.00am (Melbourne time) and ends at 11.59.59pm (Melbourne time) on the same day. If you are not in the same timezone as Melbourne, please check [www.australia.gov.au](http://www.australia.gov.au).

### **3.12 KEEPING YOUR ANZ ACCESS CARD, ANZ ACCESS VISA DEBIT CARD AND PIN SECURE**

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

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

- sign the back of your card immediately upon receipt;

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

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

### **3.13 WHAT HAPPENS IF YOUR ANZ ACCESS CARD OR ANZ ACCESS VISA DEBIT CARD IS LOST OR STOLEN?**

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

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

If you report that an ANZ Access card or ANZ Access Visa Debit card has been lost or stolen, or the account details for an ANZ Access Visa Debit card have been used by someone else without your authority, the card will be cancelled as soon as the report is made. This means that you must not use the card once the report is made. For example, if you report your ANZ Access card or ANZ Access Visa Debit card has been lost or stolen and you find it after making the report, you must not use the card. The card must be securely destroyed (including any chip).

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

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

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

theft of your card or the unauthorised use of the account details for an ANZ Access Visa Debit card, the account holder may be liable for transactions for which you did not give authority (including, in the case of ANZ Access Visa Debit cards, mail and telephone order transactions and internet transactions) incurred before the report is received by us.

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

### **3.14 LOST AND STOLEN CARD AND PIN - WITHIN AUSTRALIA**

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

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

### **3.15 LOST AND STOLEN CARD AND PIN - WHILE OVERSEAS**

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

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

## **SECTION 4 OTHER THINGS YOU NEED TO KNOW**

### **4.1 CHANGE OF NAME AND ADDRESS**

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

You must ensure notifications are capable of being received and retrieved at your contact addresses, including any nominated email address or mobile telephone number.

### **4.2 OUR RIGHT TO COMBINE ACCOUNTS**

Subject to compliance with the Banking Code of Practice, where we reasonably consider that it is in our legitimate interests to do so, we can combine the balances of two or more of your accounts, without giving you notice, even if the accounts are in joint names. For example, we may do this if one of your accounts is overdrawn or otherwise in debit and another is in credit. We can then use the balance of the account that is in credit to repay the overdrawn or debit amount in the other account. If we combine any of your accounts we will tell you about this as quickly as possible. We do not need to notify you in advance. You should not treat your accounts as combined unless we have agreed to such an arrangement.

### **4.3 CLOSING OR BLOCKING ACCESS TO YOUR ANZ ACCOUNT**

#### **4.3.1 Closing your ANZ account**

ANZ Online Saver accounts have specific terms and conditions relating to closing accounts. Please see section 6 for details.

You or any other person authorised to close your account can ask us to close it at any time at an ANZ branch or by contacting our Contact Centre.

If your account is in credit when we close it, we will pay you the balance, including any accrued credit interest, less any fees and charges that apply. Periodical fees may apply even if the account has been open for only part of a period. If any amounts deposited to your account have not cleared at the time you ask us to close the account, we will keep the account open until those deposits have cleared or until the deposits are dishonoured or refused. At this time we will close the account and pay you any credit balance.

If your account is in debit, you must pay, or make arrangements satisfactory to us for the payment of, the outstanding balance plus any accrued debit interest, fees and other charges (including contingent fees and charges) that apply at the time, before we will close your account.

When you close the account you must return any unused passbooks or cheque books which operate the account. An account with cheque access may only be closed once all outstanding cheques have been presented. We reserve the right to return any cheques we have been asked to pay after the account has been closed. For any electronic cards which operate the account, the card must be securely destroyed (including any chip).

Subject to these requirements, ANZ will not unreasonably delay in closing your account following your request that we do so.

### **When your account is overdrawn or has nothing in it, and you have not used your account, for more than three months**

If your account is overdrawn for more than three months, or your account has nothing in it and you have not made any payments into or out of it for more than three months, we may, where we reasonably consider that it is in our legitimate business interests to do so, close your account. If we intend to close your account on this basis, we will use reasonable endeavours to give you prior notice.

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

In addition to the circumstances referred to in section 2.22, we may close your account if we, acting reasonably, consider that you have not used it appropriately or for any other reason we, acting reasonably, consider appropriate. If we intend to close your account on this basis, we will give you notice in writing. However, we will not give you prior notice before closing your account if we consider that immediate closure is necessary to protect us or you from suffering financial loss (for example, as a result of suspected fraudulent activity on the account). When the account is closed, we will send you the net credit balance of the account by way of a cheque or by any other method we consider appropriate.

### **Reopening of account**

An account that has been closed may be reopened where a deferred transaction (such as a transaction made pursuant to an authorisation described in section 2.8 given prior to the account being closed) is subsequently processed to the account.

### **4.3.2 Blocking access to your ANZ account**

We reserve the right to restrict the amount, or the amount of each denomination, of any deposits that may be made to your account, to block access to your account, and prevent all or specific transactions from being processed to your account, without notice where we consider that it is in our legitimate interests to do so. For example, we may do so where we consider this necessary to protect us or you from suffering financial loss (e.g. as a result of suspected fraudulent activity on the account). Any transaction limits that would otherwise apply are subject to our rights to take these actions. Please ask at the branch or call our Contact Centre (or for ANZ V2 PLUS accounts, call our ANZ V2 PLUS Service Centre) for details of any limits that apply.

### **4.3.3 General**

#### **ANZ Access Visa Debit and closing or blocking access to your account**

If you hold an ANZ Access Visa Debit card and either you or we close your linked nominated account, the ANZ Access Visa Debit card will be cancelled prior to the linked nominated account being closed. We may also cancel the ANZ Access Visa Debit card where we block access to your linked nominated account. In these cases you may no longer be able to:

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

To make alternative arrangements for your other ANZ accounts, please call our Contact Centre.

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

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

When we cancel an ANZ Access card or ANZ Access Visa Debit card, or receive instructions to cancel an ANZ Access card or ANZ Access Visa Debit card, the card must not be used and must be securely destroyed (including any chip).

The account holder:

- is responsible for the use of any ANZ Access card(s) and ANZ Access Visa Debit card(s) and of the account until all cards are returned to us cut diagonally in half (including any chip on the card) or until the account holder has taken all steps to return the card(s) to us; and
- is responsible for any transactions debited to the account in accordance with any standing authority or any other authorised link to the account from an ANZ credit card, an ANZ Access card or ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking until the authority is cancelled in accordance with these terms and conditions.

Any standing authority given by you to other parties such as monthly debits for life insurance must be cancelled directly by you with the other party. You should provide new payment details to the party if you want to continue to make payment this way.



## 4.4 PROVISION OF INFORMATION RELATING TO SAVINGS AND TRANSACTIONS PRODUCTS

Any ANZ employee who provided information to you in connection with a product to which these terms and conditions apply is a salaried representative of ANZ. 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 (incorporating Customer, Financial, Risk/Process and People), business unit/divisional performance and ANZ overall performance.

## 4.5 PHONE CALLS

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

## 4.6 NOTICES

Without limiting any other provision of the terms and conditions of your account that allow for another form of notice, we may give any statement, notice or other document (including a statement of account, a notice about your account or notice of a change to the terms and conditions of your account) to you in connection with your account personally, or by sending it by mail or, unless prohibited by law, by electronic methods. Each of these methods of delivery will be considered to constitute written notice.

For the purposes of providing such written notice, we will rely on your contact information shown in our records.

Electronic methods used may include (but are not limited to) sending the document to your Electronic Address, or publishing the document on our website or in ANZ Internet Banking or ANZ Mobile Banking and giving you notice personally, or by sending the notice to you by mail or to your Electronic Address, when the document is available.

Where we send you a document by mail, or send notice to you by mail that a document has been published on our website or in ANZ Internet Banking or ANZ Mobile Banking, you are deemed to have received the document on the seventh day after mailing.

Where we give a document to you by sending the document to your Electronic Address, or by sending a notice to your Electronic Address that the document has been published on our website or in ANZ Internet Banking or ANZ Mobile Banking, you are deemed to have received the document on the day after the day on which the document or notice is sent to your Electronic Address.

For the purpose of these terms and conditions, 'Electronic Address' includes your email address or mobile telephone number as shown in our records, or a notification or message sent in ANZ Internet Banking or ANZ Mobile Banking.

## **4.7 ANZ ACCESS CARD AND ANZ ACCESS VISA DEBIT CARD REISSUE AND REPLACEMENT**

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

## **4.8 CHIP**

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

## **4.9 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>

# **SECTION 5 BANK FEES AND CHARGES**

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

If we fail to collect a fee to which we are entitled, this does not remove our right to collect the fee at a later date, or for future transactions of the same nature.

We may allow you to elect that certain fees and charges be debited to an alternative eligible nominated ANZ account. A reference in the terms and conditions for your account to a fee or charge being debited to your account includes a reference to the fee or charge being debited to your alternative nominated account, unless the context requires otherwise. You authorise us to debit your account or alternative nominated account (as applicable) with all relevant fees and charges.

For more information, including information about:

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

see the 'ANZ Personal Banking Account Fees and Charges' booklet. Other general fees and charges may also apply to your account for other services or account activity. For information on those other fees and charges, see the 'ANZ Personal Banking General Fees and Charges' booklet.

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

## SECTION 6 SPECIFIC TERMS AND CONDITIONS FOR PERSONAL BANKING ACCOUNTS

### 6.1 ANZ ACCESS ADVANTAGE ACCOUNT

#### **Account opening**

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

#### **Interest**

The credit interest rate is tiered. Subject to section 2.18, we will credit interest to your account every three months from the date on which your account was opened.

### 6.2 ANZ ACCESS BASIC ACCOUNT

#### **Eligibility**

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

- You hold one of the following cards:
  - Seniors Concession card
  - Pensioner Concession card
  - Centrelink Health Care card
  - Repatriation Health card (Department of Veterans' Affairs).
- You provide us with your Centrelink or Veterans' Affairs number
- You allow us to get confirmation from the relevant Commonwealth agency (such as Centrelink or Veterans' Affairs) that you hold one of the cards listed above.

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

If we think that you are no longer eligible, we will contact you and give you at least 30 days to prove to us that you are still

eligible. If, within that 30 day period, you cannot show that you are still eligible, we will treat your ANZ Access Basic account as an ANZ Access Advantage account from the end of that period.

You cannot have more than one ANZ Access Basic account.

### **Interest**

We do not pay interest on this account.

## **6.3 ANZ PENSIONER ADVANTAGE ACCOUNT**

### **Special features**

An ANZ Pensioner Advantage account is only available to customers who receive an ongoing Australian Centrelink pension or Australian Veterans' Affairs pension or allowance (following an assessment of their financial investments for entitlement to the pension or allowance). Information about eligible Australian pensions or allowances can be obtained from relevant government body websites.

If the ANZ Pensioner Advantage account is in joint names, both account holders must receive a qualifying pension or allowance from Centrelink or the Australian Department of Veterans' Affairs. Generally you are limited to one ANZ Pensioner Advantage account.

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

If we think that you are no longer eligible for the account, we will contact you and give you at least 30 days to prove to us that you are still eligible. If, within that 30 day period, you cannot show that you are still eligible, we can refuse to pay any interest earned on your account in that period or treat your ANZ Pensioner Advantage account as an ANZ Access Advantage account from the end of that period.

### **Interest**

The credit interest rate is banded. Subject to section 2.18, we will credit interest to your account every three months from the date on which your account was opened.

## **6.4 ANZ PROGRESS SAVER ACCOUNT**

### **Account opening and ongoing minimum balance requirements**

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

### **Using the account**

Subject to the comments below, you may make deposits to, and withdrawals or transfers from, your account in the manner described in sections 2.2 and 2.6.

You can choose to have full or partial access to your account through an ATM.

If you choose partial access, you can only use an ATM to make balance enquiries and cannot make withdrawals, deposits or funds transfers at an ATM.

You do not get a cheque book with an ANZ Progress Saver account.

## **Interest**

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

Subject to section 2.18, we will credit the base interest and, if applicable, the bonus interest calculated in respect of each calendar month to your account on the last business day of that month.

The base interest rate is tiered.

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

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

See sections 2.13 to 2.14A for details regarding circumstances in which there may be a difference between the processing and effective dates for transactions on your account, and our right to make an adjustment to your account balance in such circumstances.

An adjustment in respect of a particular transaction will be calculated from the effective date of the transaction, unless the effective date is earlier than the last business day of the month prior to the month during which the transaction was processed, in which case the adjustment will be calculated from that day.

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

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

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

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

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

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

### **Statements**

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

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

## **6.5 ANZ PREMIUM CASH MANAGEMENT ACCOUNT**

### **Interest**

The credit interest rate is tiered. Subject to section 2.18, we will credit interest to your account on the last business day of every month.

## **6.6 ANZ SMSF CASH HUB ACCOUNT (ONLY AVAILABLE TO SELF MANAGED SUPERANNUATION FUNDS)**

### **Account opening**

You may only open this account if you are a trustee of an Australian Self Managed Superannuation Fund registered with the Australian Taxation Office.

### **Trustee obligations**

It is the responsibility of the trustee(s) to comply with all relevant obligations, including superannuation and tax laws. The trustee(s) need to be aware of their obligations, including as they relate to deposits and withdrawals from their SMSF Cash Hub account. We recommend that you seek independent financial, legal and taxation advice.

### **Interest**

The credit interest rate is tiered. Subject to section 2.18, we will credit interest to your account on the last business day of every month.

## Going overdrawn

As part of your ANZ SMSF Cash Hub account, transactions that overdraw your account will be declined where possible.

However, in certain limited circumstances, your ANZ SMSF Cash Hub account may become overdrawn.

You will not be charged debit interest on the overdrawn balance of your account.

If your account does become overdrawn we will provide you with an Informal Overdraft. See section 2.19 for further details on when you must repay your Informal Overdraft.

## 6.7 ANZ PASSBOOK SAVINGS ACCOUNT (ACCOUNT NOT AVAILABLE TO NEW CUSTOMERS FROM 30 NOVEMBER 2013)

### Using your passbook

We will give you a passbook as a record of the payments to and from your account. You must use the passbook when you make a withdrawal or deposit at an ANZ branch. Your passbook will then be updated. Your passbook is an important document and you should keep it in a safe place. Please contact us immediately if your passbook is lost or stolen.

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

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

You can only make payments into your passbook account:

- by direct credit (an arrangement to have your salary, pension, benefits or other regular amount paid directly to the account);
- at an ANZ branch;
- by transfer from another financial institution; or
- by arranging a periodical payment from another of your accounts with us, or another person's account with us.

You can only make withdrawals at ANZ branches or by arranging a periodical payment to another of your eligible accounts with us or in any other way we allow. To help us check your identity when you make withdrawals, you can have a 'blacklight' record of your signature in the back of your passbook.

Certain ANZ branches, known as 'cashless' or 'sales only' branches, are not able to process deposits to, or withdrawals from, your passbook account. To identify those branches, use 'Find a branch/ATM' on [www.anz.com](http://www.anz.com), enquire at any branch or call our Contact Centre.

## Interest

The credit interest rate is tiered. Subject to section 2.18, we will credit interest to your account every three months from the date on which your account was opened.

Where an interest payment is scheduled to be credited to your account on a non-business day, it will generally be credited on the preceding business day. However, where that preceding business day is not in the same calendar month as the scheduled date, the interest payment will instead be credited to your account on the next business day. In each case, the payment will relate to interest accrued (or expected to accrue) up to, but not including or following, the scheduled date. The payment will also be credited with effect from the scheduled date.

## 6.8 ANZ TERM DEPOSIT AND ANZ ADVANCE NOTICE TERM DEPOSIT

ANZ offers two types of personal term deposits:

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

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

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

We may waive minimum amounts (including minimum deposit, reinvestment and withdrawal amounts) referred to in this section 6.8 in some circumstances.

### Establishing and reinvesting in an ANZ term deposit

You can establish a term deposit:

- by depositing cash or a cheque over the counter at any ANZ branch;
- 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.

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

When establishing a term deposit, we will normally ask you what you want to do with the funds in your term deposit account when the term ends. You may elect either to have those funds paid to you, or to reinvest those funds in another ANZ term deposit. You may make the same election, or instead different elections, in relation to payments of principal and payments of interest upon maturity.



Your instructions will apply with respect to both your original term deposit and, if applicable, any further term deposit arising as a result of the reinvestment of funds upon maturity of your original term deposit.

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

You may also amend the instructions so that the amount of the term deposit, or any unpaid interest on the term deposit, or both, are paid to you. Before the expiry of the seven day period you may amend your instructions by varying the reinvestment term, the amount that you want to reinvest (as long as the change to the amount to be reinvested is at least \$1,000 and the amount to be reinvested remains at least \$5,000), the type of ANZ term deposit in which you want to reinvest, or the frequency of interest payments for the new term deposit. The applicable interest rate will be determined by reference to the applicable amendments.

You can amend your instructions in person at any ANZ branch, via ANZ Internet Banking or in any other way we allow.

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

If you have not provided relevant instructions prior to maturity of your ANZ term deposit, we will reinvest the relevant funds in a new ANZ term deposit of the same term and with the same frequency of interest payments.

Where funds are reinvested upon maturity of a term deposit, the interest rate that will apply to the new term deposit will be (unless otherwise agreed with us) that advertised at the beginning of the seven day period referred to above, for ANZ term deposits of the relevant type, term and amount and with the same frequency of interest payments (in each case, having regard to any changes to your instructions regarding the new term deposit during that seven day period). This may be higher or lower than the interest rate that applies to your maturing term deposit. You can contact us after the maturity date of your maturing term deposit to confirm the applicable interest rate.

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

All payments from, or relating to, a term deposit account (including interest payments, and the funds paid to you upon maturity or as a result of an early withdrawal) will be made, at your election, either by bank cheque, by the crediting of another eligible ANZ account, or in any other way we allow. Note that we may charge a fee when you elect to receive a payment by bank cheque. Please see section 5 for details about fees and charges that may apply.

When opening a term deposit account, we will normally ask you how you wish payments to be made. You may make the same election, or instead different elections, in relation to payments of principal and payments of interest. You can change your elections at any time in person at any ANZ branch, by using ANZ Internet Banking or in any other way we allow. We may take one or more business days to process a change of election.

Where funds are not reinvested upon maturity of a term deposit, they will be paid to you on or before the maturity date (or, where that is a non-business day, on or before the next business day).

### **Term and interest**

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

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

For term deposits of less than 12 months, interest is ordinarily paid upon maturity. We may also offer monthly, quarterly or half yearly interest payment options on selected terms of less than 12 months.

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

If you have elected to receive more frequent interest payments and your final scheduled interest payment date does not align with the maturity date, we may make the final scheduled interest payment upon maturity (along with any additional final interest payment payable upon maturity) instead of the scheduled interest payment date.

An interest payment made on a particular day will not generally include the interest accrued in respect of that day.

The above investment terms and interest payment arrangements apply to term deposits applied for at an ANZ branch. Not all investment terms and interest payment options may be available

for term deposits applied for online or over the phone. Please contact us for details.

Credit interest will accrue daily on the principal balance of a term deposit account as at the end of each day of the term, including the first day of the term but excluding the maturity date, at the applicable daily interest rate, as explained below. Interest is not compounded (that is, it is not added to the principal closing balance of the account and is therefore not taken into account when calculating further interest on the account).

Where an interest payment is scheduled to be made on the 29th, 30th or 31st of a month which does not contain such a date, it will, subject to the comments below, be made on the last day of that month.

Where an interest payment is scheduled to be made to you on a non-business day, it will instead be made on or before the next business day. The payment will relate to interest accrued up to, but not including or following, the scheduled date.

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

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

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

Note that the calculation above is intended as a guide only, and may vary slightly from your actual interest earned due to the rounding used in the example.

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

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

You may make a request to withdraw all or part of the funds in your ANZ Advance Notice Term Deposit account prior to maturity in the manner discussed under the heading 'Early withdrawals generally' below.

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

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

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

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

### **Fees and interest – consequences of early withdrawals generally**

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

Except where all of the funds in your term deposit account are withdrawn, the minimum amount of a withdrawal is \$1,000. In addition, you may only make a partial withdrawal of funds from a term deposit account if the amount remaining after the withdrawal would be at least \$5,000.

If you make an early withdrawal from a term deposit account (except after the death of an account holder), an administration fee of \$30 will be charged and we will reduce the interest in respect of the withdrawn funds based on the percentage of the original term that has elapsed, as shown below.

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

| Percentage of term elapsed | Interest reduction |
|----------------------------|--------------------|
| 60% to less than 80%       | 40%                |
| 80% to less than 100%      | 20%                |

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

1. Divide the original interest rate by 365 to get the daily interest rate  $5\% \div 365 = 0.0136986\%$
2. Multiply this by the amount of the term deposit to get the interest earned each day  
 $\$10,000 \times 0.0136986\% = \$1.36986$
3. Multiply this by the number of days for which the funds were deposited  
 $\$1.36986 \times 274 \text{ days} = \$375.34$
4. Find 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%. Multiply the interest earned by 40% (0.40) to get the reduction

$$\$375.34 \times 0.40 \text{ (40\%)} = \$150.13$$

5. Take the interest reduction from the interest earned to find out the interest that you receive

$$\$375.34 - \$150.13 = \$225.21$$

You receive \$225.21 in interest.

In the case of a partial early withdrawal, any amount to be deducted will first be applied against interest accrued but not yet paid. If the amount exceeds such accrued interest, the balance will be applied against the principal balance of the term deposit account.

Note that the calculation above is intended as a guide only, and may vary slightly from your actual interest earned due to the rounding used in the example.

## **6.9 ANZ V2 PLUS ACCOUNT (ONLY AVAILABLE THROUGH APPROVED ANZ INTERMEDIARIES SINCE 29 SEPTEMBER 2012)**

ANZ V2 PLUS accounts are available with or without direct banking facilities. Direct banking facilities give you access to your ANZ V2 PLUS account electronically - at ATMs, by EFTPOS, and via ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Banking - as well as being able to carry out transactions at ANZ branches or through the ANZ V2 PLUS Service Centre. ANZ V2 PLUS without direct banking facilities generally only allows withdrawals to be made through the ANZ V2 PLUS

Service Centre, and certain restrictions apply to the way in which deposits can be made to the accounts.

Contact details for the ANZ V2 PLUS Service Centre appear at the back of this booklet. Certain telephone details for the Service Centre differ depending on whether an ANZ V2 PLUS account was opened directly with ANZ or instead through an approved ANZ intermediary.

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

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

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

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

### **How to open an account**

The minimum deposit needed to open an ANZ V2 PLUS account is \$5,000. You can pay this in cash at any ANZ branch, by cheque (crossed and Not Negotiable) made payable to you and delivered at any ANZ branch, by arranging an electronic transfer from another financial institution or by using ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking to transfer funds from another ANZ account.

### **Deposits**

After an account has been opened, you can make further deposits:

- by depositing cash over the counter at any ANZ branch;
- by sending a cheque to the ANZ V2 PLUS Service Centre;
- in the case of ANZ V2 PLUS accounts with direct banking facilities, by depositing cash at any ANZ ATM that accepts such deposits;
- by transferring funds from another of your ANZ accounts using ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking (if this funds transfer functionality is available on your version of ANZ Mobile Banking) or (in the case of ANZ V2 PLUS accounts with direct banking facilities, and where you have an ANZ card to which both accounts are linked) at any ANZ ATM in Australia;
- by arranging a periodical payment or other electronic transfer from another of your accounts with us or another financial institution;
- by arranging an electronic transfer from another person's account with us or another financial institution (e.g. by

arranging to have your salary or other income (such as family allowance and pensions) paid directly to your account); or

- in any other way we allow.

In processing deposits to your account, we will rely on your account number only. We will not check the account name received with the deposit instructions.

Any deposits received from overseas in Australian dollars will take up to 30 days to clear.

### **Appointing an authorised representative**

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

To appoint an authorised representative you will need to provide a signed authority in a manner approved by us.

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

If an authorised representative is not identified in terms of the law, the account will be blocked for all withdrawals and/or deposits by the authorised representative until the requirements are satisfied.

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

### **Withdrawing or transferring money**

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

As long as enough funds are available, you can withdraw funds from your ANZ V2 PLUS account in the form of a cheque, by transferring funds to another account with us or another financial institution or by any other method we allow, in each case by posting or faxing a request with the required signatures to the ANZ V2 PLUS Service Centre, or by any other method we allow.

If you have requested and we have approved telephone withdrawal facilities for your account, you may also make a request to withdraw funds in those ways by phone to the ANZ V2 PLUS Service Centre.

If the account you want funds transferred to is with another financial institution, it may take longer than 24 hours.

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

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

#### **Minimum withdrawal**

In the case of ANZ V2 PLUS accounts opened directly with ANZ (and not through an approved ANZ intermediary), the minimum amount you can withdraw through the ANZ V2 PLUS Service Centre is \$500.

## **Access to funds**

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

Although funds deposited to your account can be transferred on the same day as the deposit is effective, they may not immediately appear as part of your balance. In this situation the bank officers will contact the ANZ V2 PLUS Service Centre for confirmation of the funds.

Same day withdrawals can be made (as long as cleared funds are available) if the ANZ V2 PLUS Service Centre receives your withdrawal request before 11am Melbourne time for a cheque withdrawal or a transfer to an account which has previously been validly nominated as an account to which funds may be transferred from your V2 PLUS account, or before 1pm Melbourne time for any other withdrawal.

Where your request is received after these times, or on a day when the ANZ V2 PLUS Service Centre or we are closed for business, the payment will be made on the next business day. The amount of the withdrawal will continue to form part of the balance of your account, in respect of which interest accrues, until the time the withdrawal is processed.

## **Withdrawing by periodical payment or direct debit**

For ANZ V2 PLUS accounts with direct banking facilities or if we otherwise allow, you can also make withdrawals, as long as enough funds are available, by arranging a periodical payment, direct debit or PayTo payment from your ANZ V2 PLUS account to another account with us or another financial institution.

Only some ANZ V2 PLUS accounts are eligible for PayTo. If yours is eligible, please see section 8 for details about PayTo Payment Agreements.

Periodical payments can be arranged via the ANZ V2 PLUS Service Centre (either directly or through any ANZ branch). Direct debits must be established directly with the merchant receiving the payment. See below for details.

You may have to pay a Periodical Payment Non-Payment Fee if you have authorised a periodical payment that we cannot pay from your account because there are insufficient cleared funds available in your account.

You may have to pay a Dishonour Fee if you authorise a person or company to take a direct debit from your account and we cannot make the payment to them because there are insufficient cleared funds available in your account.



## **Withdrawing or transferring through direct banking facilities**

For ANZ V2 PLUS accounts with direct banking facilities, as well as being able to withdraw funds through the ANZ V2 PLUS Service Centre or by direct debit, you can also make withdrawals, as long as enough funds are available:

- by withdrawing cash over the counter at any ANZ branch;
- by transferring funds to another account with us or another financial institution, or making a BPAY® Payment, via ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking (if this funds transfer functionality is available on your version of ANZ Mobile Banking), including by arranging a recurring payment (see below for details);
- if you have an ANZ card linked to your ANZ V2 PLUS account:
  - by withdrawing cash at an ATM that accepts the card;
  - (where the other account is also linked to the card) by transferring funds to another ANZ account at an ANZ ATM in Australia; or
  - by making a cash withdrawal or purchase via EFTPOS where permitted by the operator of the terminal; or
- in any other way we allow.

If we allow you to make withdrawals in other ways, we can set further terms and conditions for those withdrawals. If you want to make a withdrawal at an ANZ branch that is not the one your account is held at, we may set a limit on the amount you can withdraw each day. We may also otherwise impose limits on the amount of cash withdrawals that may be made over the counter at any ANZ branch. Please ask at the branch or phone the ANZ V2 PLUS Service Centre for details of any limits that apply.

## **Authorised representative**

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

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

## **Minimum balance**

Unless we agree otherwise, you need to keep a minimum balance of \$5,000 in your account at all times. If a withdrawal would reduce your balance below \$5,000, we may require you to

withdraw the whole balance and/or we may close your account. If we require you to withdraw the whole balance, you can only do this by contacting the ANZ V2 PLUS Service Centre. Unless we agree otherwise, interest will not be earned in respect of any day on which the closing balance of your account is less than \$5,000.

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

The above minimum balance requirements and restrictions on withdrawals are not applicable to any ANZ V2 Plus accounts opened through an approved ANZ Intermediary on and from 29 September 2012.

### **Processing transactions**

Subject to the terms of section 2.14 in relation to payments processed through the New Payments Platform, transactions will only be processed to your account on business days, and any transaction that occurs on a non-business day will be processed to your account on the next business day and will be effective on the date of processing. However, a withdrawal will in all cases reduce the amount of available funds in the account on the day it is made.

### **Interest rate**

The annual credit interest rate which will apply to your ANZ V2 PLUS account will depend on whether you opened your account directly with us or through an approved ANZ intermediary. ANZ V2 PLUS accounts were only able to be opened directly with us before 29 September 2012. Unless otherwise specified in a notice by us to you, or subsequently amended by us in accordance with these terms and conditions, the annual interest rate is as indicated below.

If you opened your account directly with us, the annual interest rate will be the ANZ V2 PLUS Retail Rate.

If you opened your account through an approved intermediary, the annual interest rate will be the ANZ V2 PLUS Intermediary Rate, plus any applicable margin (as indicated in your statement of account from time to time, as otherwise indicated in a notice by us to you, or as subsequently amended by us in accordance with these terms and conditions). Please contact the V2 PLUS Service Centre for details of your current annual interest rate.

The daily interest rate is the applicable annual interest rate divided by the number of days in a year (usually 365, but 366 in a leap year).

We may make changes to the interest rate applicable to your ANZ V2 PLUS account (including by making changes to the ANZ V2 PLUS Retail Rate, the ANZ V2 PLUS Intermediary Rate or any applicable margin) in accordance with section 2.16.

You can find out the current ANZ V2 PLUS Retail Rate and ANZ V2 PLUS Intermediary Rate at [www.anz.com](http://www.anz.com) or from any ANZ branch.

### **Interest payments**

Credit interest will accrue daily on the positive balance of your ANZ V2 PLUS account as at the end of the day at the applicable daily interest rate, as explained above. However, unless we agree otherwise, interest will not accrue in respect of any day on which the closing balance of your account is less than \$5,000.

Subject to section 2.18 and to any alternative arrangements provided for by a relevant intermediary at or about the time of opening your account, we will pay accrued interest to you on the first day of January, April, July and October. We will also generally pay any outstanding accrued interest to you when you close or withdraw all funds from your account.

Where an interest payment is scheduled to be made on a non-business day, it will instead be made on the preceding business day. The payment will relate to interest accrued (or expected to accrue) up to, but not including, the scheduled date. The payment will be credited with effect from the scheduled date.

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

### **Account statements**

We will provide you with a statement for your account at least once every six months and more often (quarterly or monthly) if either you ask or we require. You should keep these statements for tax purposes.

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

You must carefully check your statements. If you think there are mistakes or unauthorised or disputed transactions shown on a statement, contact the ANZ V2 PLUS Service Centre as soon as possible.

### **Joint accounts**

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

For ANZ V2 PLUS accounts without direct banking facilities, funds can be withdrawn only in accordance with the instructions the joint account holders have given us. For example, if your joint account requires 'all parties to sign jointly', any written request for a withdrawal (including a periodical payment) must be signed by all account holders. Similarly, telephone requests to the ANZ V2 PLUS Service Centre must be authorised by all joint account holders. The only exceptions to this are a withdrawal by way of direct debit, and a withdrawal by a phone request for a transfer of funds to the account that has previously been validly nominated as an account to which funds may be transferred

from your ANZ V2 PLUS account, either of which any joint account holder can arrange or make.

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

For ANZ V2 PLUS accounts with direct banking facilities, any of the joint holders can withdraw or transfer funds from the account without permission from the other account holders. However, if you do not want any joint account holder to act alone, you can arrange this by writing to us.

That arrangement will not be effective until we have acknowledged it in writing. In these circumstances your account will stop having direct banking facilities.

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

At any time you can tell us that you no longer want us to let a person who has been appointed as an authorised representative in respect of your account continue to deal with your account. However, this instruction will not be effective until we acknowledge it in writing.

### **Company accounts**

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

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

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

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

### **Recurring payments and periodical payments for ANZ V2 PLUS accounts**

A recurring payment is a payment that you have arranged via ANZ Internet Banking to be paid on a repeating basis from your ANZ V2 PLUS account. A recurring payment facility can only be established for ANZ V2 PLUS accounts with direct banking facilities.

A periodical payment is a payment (other than a recurring payment) that you have arranged with us to be paid on a repeating basis from your ANZ V2 PLUS account by reference to your account number and branch number (BSB).

You may establish a periodical payment facility for an ANZ V2 PLUS account with direct banking facilities by completing a periodical payment request form and posting or faxing it to the ANZ V2 PLUS Service Centre or lodging it at an ANZ branch (which will forward it to the ANZ V2 PLUS Service Centre), or by any other means that we allow. If you have an ANZ V2 PLUS account without direct banking facilities, we may, in our discretion, allow you to establish a periodical payment facility for your account, in which case you will be able to do so in the manner outlined above.

### **Direct debits for ANZ V2 PLUS accounts**

A direct debit is a payment that you have authorised a merchant to collect from your ANZ V2 PLUS account and that you arrange through the merchant by providing your account number and branch number (BSB).

You will need to establish any direct debit arrangements directly with the relevant merchant. The ANZ V2 PLUS Service Centre cannot arrange direct debits for you.

Direct debits are able to be set up for ANZ V2 PLUS accounts with direct banking facilities. We may, in our discretion, also allow direct debits to be set up for ANZ V2 PLUS accounts without direct banking facilities.

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

If you have established a recurring payment facility, you may use ANZ Internet Banking to stop or change a recurring payment on the facility, or cancel the facility, at any time before the relevant recurring payment is made.

If you have established a periodical payment facility, you can tell us to stop or change a periodical payment on the facility, or cancel the facility, by contacting the ANZ V2 PLUS Service Centre by phone at least two business days before the relevant periodical payment is due to be made. We may ask you to send us written confirmation of your instruction before implementing it.

In certain cases we may be able to block a particular direct debit, or direct debits by a particular merchant, at your request, provided the request is made at least two banking days before the payment is due to be made.

You may notify us of your request to block a direct debit by contacting the ANZ V2 PLUS Service Centre by phone. We may ask you to send us written confirmation of your instruction before implementing it.

Blocking one or more direct debits may cause the merchant concerned to stop providing the relevant goods and services or may result in liability for you under any contract between

you and the merchant. You should make alternative payment arrangements with the merchant if necessary.

Please see section 8 for details about stopping PayTo Payment Agreements.

## 6.10 ANZ ONLINE SAVER ACCOUNT

### Account opening

You may only open this account if you:

- use your account wholly and exclusively for your private or domestic use; and
- open, or are the account holder of, or are authorised to deal with, at least one ANZ deposit account with access to ANZ Phone Banking or ANZ Internet Banking.

An '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.

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

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

### Authority for dealing with the account

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

If you want to alter the instructions on who can make transactions on the account, you must tell us by phoning our Contact Centre. In some cases you may need to give us notice in writing.

### Deposits

You can make deposits to your account:

- by depositing cash at any ANZ ATM that accepts such deposits;
- by transferring funds from your linked ANZ account using ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking (if this funds transfer functionality is available on your version of ANZ Mobile Banking), or (where you have an ANZ card to which both accounts are linked) at any ANZ ATM in Australia;
- by arranging an electronic transfer from your account with another financial institution;
- by arranging an electronic transfer from another person's account with another financial institution (e.g. by arranging to have your salary or other income (such as family allowance and pensions) paid directly to your account); or
- in any other way we allow.

## **Withdrawing or transferring money**

You may withdraw or transfer money from your account, as long as enough funds are available:

- by transferring funds to your linked ANZ account (excluding by way of a periodical payment), or making a BPAY® Payment, through ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking (if this funds transfer functionality is available on your version of ANZ Mobile Banking);
- by transferring funds to an account with another financial institution through ANZ Internet Banking or ANZ Mobile Banking (if this funds transfer functionality is available on your version of ANZ Mobile Banking), including by arranging a recurring payment (see section 2.7);
- by arranging a direct debit that is credited to another account with us or another financial institution; or
- in any other way we allow.

## **Interest**

Subject to section 2.18, we will credit interest to your account on the last business day of every month.

## **Statements**

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

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

## **Closing your account**

You can ask us to close your account by phoning our Contact Centre. You can also ask us to close your ANZ Online Saver account at an ANZ branch. Before asking us to close your account, please make sure that you have transferred any balance out of the account through ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking.

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

If any amounts deposited to your ANZ Online Saver account have not cleared at the time you ask to close your account, we will keep the account open until those deposits have cleared or until the deposits are dishonoured or refused. At this time we will close the account and pay you any credit balance.

If your account is in debit, you must pay, or make arrangements satisfactory to us for the payment of, the outstanding balance plus any accrued debit interest, fees and charges (including contingent fees and charges) that apply at the time, before we will close your account.

Subject to these requirements, ANZ will not unreasonably delay in closing your account following your request that we do so.

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

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

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

## **SECTION 7 SPECIFIC TERMS AND CONDITIONS FOR ANZ HOME LOAN OFFSET ACCOUNT AND ANZ EQUITY MANAGER ACCOUNT**

### **7.1 ANZ HOME LOAN OFFSET ACCOUNT**

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

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

- an ANZ Standard Variable Rate Home Loan or ANZ Standard Variable Rate Residential Investment Loan; or
- an ANZ Standard Variable Rate Home Loan in a Company Name, or ANZ Standard Variable Rate Residential Investment Loan in a Company Name
- an ANZ 1 Year Fixed Rate Home Loan or ANZ 1 Year Fixed Rate Residential Investment Loan drawn on or after 2 March 1998 (excluding Interest in Advance Loan); or
- an ANZ 1 Year Fixed Rate Home Loan in a Company Name, or ANZ 1 year Fixed Rate Residential Investment Loan in a Company Name (excluding Interest in Advance Loan).

We may, in our discretion, treat another loan as an eligible ANZ loan. Only one ANZ Home Loan Offset account can be linked to an eligible ANZ loan, or an eligible sub-account, where you hold an ANZ Portfolio facility.

#### **Eligibility criteria for linkage**

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

- You have an eligible ANZ loan that can be linked to the ANZ Home Loan Offset account; and



- You have asked us in writing in an approved form to link the ANZ Home Loan Offset account to the ANZ loan; or you have an unlinked eligible ANZ Home Loan Offset account and an eligible ANZ loan and ANZ has determined to link that ANZ Home Loan Offset account to the eligible ANZ loan; and
- The ANZ Home Loan Offset account is not currently linked to an ANZ loan; and
- The ANZ Home Loan Offset account is in exactly the same name as the ANZ loan.

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

If your ANZ Home Loan Offset account is not, or is no longer, linked to an eligible ANZ loan, or does not meet the eligibility criteria to be linked to a loan, you acknowledge and agree that we may close the ANZ Home Loan Offset account. Before we do this, we will contact you to seek your instructions as to how funds in the ANZ Home Loan Offset account should be applied. If we are unable to obtain your instructions within 30 days, we may deal with any funds in accordance with section 4.3.1 or may transfer those funds to another ANZ deposit account that is already held by you.

### **Offset amounts**

We do not pay interest on ANZ Home Loan Offset accounts.

However, an 'offset amount' will accrue for each day on which the offset arrangement applies and where, at the end of that day:

- in the case of an ANZ One account – the account is in credit; and
- in the case of an ANZ Home Loan Interest Saver account – the positive balance of the account is at least \$5,000.

Accrued offset amounts will subsequently be applied to reduce the interest charge on your linked ANZ loan in the manner set out below.

We work out the 'offset amount' for a particular day as follows:

1. Take the balance of the ANZ Home Loan Offset account or of your linked ANZ loan (as determined in the manner described below), whichever is less, for that day.
2. Take the interest rate that applies to your linked ANZ loan on that day and multiply it by the offset percentage of your ANZ Home Loan Offset account, which (unless the letter of offer for your ANZ loan says otherwise) is 100%.
3. Multiply the figures from 1 and 2 and divide the result by 365 (being the number of days in a non-leap year).

An example:

1. \$5,000
2. 7.3% p.a. (i.e. 0.073) x 100% = 0.073
3.  $(\$5,000 \times 0.073) \div 365 = \$1$  (the offset amount for that day)

For the purpose of calculating the offset

amount for a given day, we will generally treat a transaction on your ANZ Home Loan Offset account or linked ANZ loan as effective on the date it occurs (for example, the date a deposit is made). However, in some limited cases, ANZ may, in its reasonable discretion, treat a transaction as effective for the purpose of calculating the offset amount on another date, such as the date it is processed to your account (for example, if a loan has been closed or refinanced or if a historic transaction is reversed).

Each interest charge that would otherwise be debited to your linked ANZ loan will be reduced by the aggregate accrued offset amounts for each day in the period over which that interest charge accrued. Any excess accrued offset amounts are then lost, and so will not reduce any further interest charge subsequently calculated for that period or any later period.

### **Our right to set off or combine accounts**

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

### **Termination of offset arrangement**

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

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

Interest offset will no longer apply upon termination of the offset arrangement.

## 7.2 ANZ EQUITY MANAGER ACCOUNT

### Interest

The credit interest rate is tiered. Subject to section 2.18, we will credit interest to your account every month from the date on which your account was opened.

### Special conditions

ANZ Equity Manager accounts have a different fee structure to that of other types of accounts. Details of the fee structure are set out in the 'ANZ Personal Banking Account Fees and Charges' and 'ANZ Personal Banking General Fees and Charges' booklets. Details of the terms and conditions for the credit available with this account (other than the Informal Overdraft referred to in section 2.19) are set out in our 'Consumer Lending Terms and Conditions' booklet and your letter of offer.

## SECTION 8 ELECTRONIC BANKING CONDITIONS OF USE

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

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

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

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

### Definitions

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

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

**'BPAY® Payment'** means the BPAY® Payments service provided by BPAY Pty Ltd.

**'business day'** means a day that is not a Saturday, a Sunday or an Australian national public holiday.

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

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

**'Misdirected Payment'** means a payment made by a user using a PayID® where funds are paid into the account of an unintended recipient because the PayID wasn't correctly created or maintained by the recipient's financial institution. This does not include PayTo.

**'Mistaken Internet Payment'** means a payment made by a user through Pay Anyone where:

- if the payment is not processed through the New Payments Platform, funds are paid into the account of an unintended recipient because the user enters or selects a BSB number and/or account number that does not belong to the named and/or intended recipient as a result of the user's error or the user being advised of the wrong BSB number and/or account number; or
- if the payment is processed through the New Payments Platform (including Osko®), a payment initiated by a user where the payment is directed to the wrong account as a result of the user's error or the user being advised of the wrong BSB number, account number or PayID.

This does not include:

- BPAY® Payments;
- PayTo Payments; or
- Situations where the user transfers funds to the recipient as a result of a scam.

**'New Payments Platform'** or **'NPP'** means the new payments platform operated by NPPA.

**'NPPA'** means NPP Australia Limited.

**'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®'** means the Osko® payment service provided by BPAY Pty Ltd using the New Payments Platform.

**'PayID®'** means the identifier selected by you (with our approval) to allow others to send NPP payments to you and/or take NPP payments from you instead of using a BSB and account number.

**'PayTo®'** means the service which enables us to process NPP payments from your account in accordance with and on the terms set out in a PayTo Payment Agreement.

**'PayTo Payment Agreement'** means an agreement between you and an approved Merchant or Payment Initiator, by which you authorise us to process PayTo payments from your account.

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

**'Receiving Bank'** means an Authorised Deposit taking Institution which has subscribed to the ePayments Code or which receives payments processed through the New Payments Platform (including Osko®) and whose customer has received an internet payment.

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

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

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

**'Transaction'** means a transaction to which the ePayments Code applies or which was processed through the New Payments Platform.

**'Unintended recipient'** means the recipient of funds as a result of a Mistaken Internet Payment or Misdirected Payment.

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

**'you'** means the holder of a relevant account and, unless the context indicates otherwise, any authorised user in respect of that account.

### **Transaction limits**

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

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

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

You can use ANZ Internet Banking to make transactions on your linked accounts, as set out in your account terms and conditions. You can also use ANZ Internet Banking to purchase and order a range of financial services and products. You can get more details by visiting the website at [www.anz.com](http://www.anz.com)

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

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

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

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

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

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

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

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

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

### **(c) Availability of PayTo**

PayTo is available on eligible accounts if you have Pay Anyone access and your account has access to "All transactions" (see below). For more information about the availability of PayTo please refer to [ANZ.com](http://ANZ.com).

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

Access levels:

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

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

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

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

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

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

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

### **Processing instructions – general**

The account holder authorises ANZ to act on the instructions any authorised user enters into electronic equipment.

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

ANZ may delay acting on or may ask you for further information before acting on an instruction.

ANZ is not obliged to process a future dated or recurring transfer or Pay Anyone to a PayID that has changed since ANZ received your instructions. You must monitor your recurring and future transfers and Pay Anyone instructions and update the payee details if required.

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

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

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

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

You accept that:

- not all electronic equipment from which cash can be withdrawn will always contain cash;
- any cash dispensed at electronic equipment is at your risk once it becomes visible or available for you to collect;
- not all electronic equipment will allow you to make deposits;
- future dated transfers, Pay Anyone or BPAY® Payment instructions can only be revoked or changed by you if instructions to delete the transaction are given to ANZ through ANZ Internet Banking (or any other channel we allow) before midnight Sydney time on the business day before the transaction is scheduled to occur.

An immediate transfer, Pay Anyone or BPAY® Payment cannot be revoked or stopped once ANZ receives your instruction. It is your responsibility to ensure that all the information you have provided is correct. For instance, if you enter an incorrect BSB and/or account number in your instructions for



an immediate transfer or Pay Anyone, your funds may be paid to an unintended recipient and may not be recovered. ANZ does not check that the details provided by you are correct or that the account name matches the account number. Future dated transfer, Pay Anyone or BPAY® Payment instructions can only be revoked or changed by you if instructions to delete the transaction are given to ANZ through ANZ Internet Banking before midnight Sydney time on the business day before the transaction is scheduled to occur. After this time, the instruction cannot be revoked by you.

### **Processing instructions – cut-off times**

Refer to your account terms and conditions for details regarding when transactions made using ANZ Phone Banking, ANZ Internet Banking, ANZ Mobile Banking, Pay Anyone and International Services, BPAY® Payments and PayTo payments, will be applied to your account and processed as a payment to the payee.

### **Processing instructions – Pay Anyone and International Services**

Pay Anyone instructions will generally be delivered to the payee's financial institution on the day that ANZ processes them except where:

- you tell ANZ to make a Pay Anyone payment after ANZ's cut-off time (other than in the case of a Pay Anyone payment processed through the New Payments Platform); or
- ANZ is not obliged to process your instructions; or
- there is a technical failure; or
- there is a technical or payment infrastructure-related delay that is outside of our control; or
- there is a delay or error in accepting the instructions caused by the financial institution to which the transfer is to be made.

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

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

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

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

ANZ is a member of the BPAY® Scheme. This is an electronic payments scheme through which ANZ can be asked to make BPAY® Payments on your behalf to billers. ANZ will tell you if it

ceases to offer BPAY® Payments or be a member of the BPAY® Scheme. For the purposes of the BPAY® Scheme, ANZ may also be a biller. This section applies only to BPAY® Payments and does not apply to payments processed using Osko®, which is another service provided by BPAY®.

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

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

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

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

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

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

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

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

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

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

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

- a BPAY® Payment which has been made from your linked account which was not authorised;

- the possibility that you have been fraudulently induced to make a BPAY® Payment; or
- any delay or mistake in processing of your BPAY® Payment.

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

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

A linked ANZ credit card account can only be used to make a BPAY® Payment if the biller accepts credit card payment.

If the biller does not accept credit card payment but you want to pay from a credit card account, payment will be by way of a cash advance.

You are not authorised to give a biller code to any person in order to receive payments owing to you. Biller codes may only be used by authorised billers to receive payment of bills issued by that biller. The terms and conditions of use of BPAY® Payments will not apply to any use by you of biller codes in this way.

### **Short Message Service (SMS) and other messages**

By registering for ANZ Mobile Banking, you agree that ANZ may send SMS messages to your nominated mobile phone.

ANZ is not liable for any loss or damage you suffer as a result of any person other than you accessing those messages, except where such loss or damage arise from negligence, fraud or wilful misconduct by ANZ or its officers, employees, contractors or agents, or in respect of any consequential loss or damage.

### **Card Validity**

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

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

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

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

You must make a report to ANZ (and the relevant third party, if a third party issued the username, password, PIN or card to you) immediately you become aware or suspect that your password, username, PIN, CRN or Telecode is disclosed or used without your authority, or lost. You must not then continue to use your

password, username, PIN, CRN or Telecode. ANZ will cancel it and arrange for you to select a new username, password, PIN or Telecode, or to be provided with a new CRN. The best way to make the report is to call ANZ on the telephone numbers listed in this booklet.

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

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

If ANZ cancels or suspends your card or CRN in accordance with the terms of your contract, ANZ may, without notice, cancel any associated CRN or electronic access.

ANZ may also at any time suspend your ability to make BPAY® Payments in the following circumstances:

- We, or BPAY®, suspect on reasonable grounds that you, or a person acting on your behalf is:
  - being fraudulent;
  - in breach, or will cause you to be in breach, of these terms and conditions;
  - using BPAY® Payments in a manner that will, or is likely to, adversely affect the integrity, stability or reputation of BPAY® Payments, the BPAY® Scheme, or the quality of services offered to you or to other customers; or
  - using BPAY® Payments in connection with any activities which are unlawful;
- BPAY® or any regulatory authority requires or requests us to do so; or
- our membership to the BPAY® Scheme or our subscription to BPAY® Payments is suspended, ceases or is cancelled for any reason.

The account holder may cancel a card at any time by sending ANZ a written request or by calling ANZ on the relevant number listed in this booklet. ANZ may require written confirmation. The card must be securely destroyed (including any chip).

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

### **Withdrawal of electronic access**

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

- electronic equipment malfunctions or is otherwise unavailable for use;

- a merchant refuses to accept your card;
- any one of the accounts is overdrawn (other than by use of the Informal Overdraft, if any) or will become overdrawn, or is otherwise considered out of order by ANZ;
- ANZ believes your access to accounts through electronic equipment may cause loss to the account holder or to ANZ;
- ANZ believes that the quality or security of your electronic access process or ANZ's systems may have been compromised;
- all the accounts which you may access using ANZ Phone Banking or ANZ Internet Banking have been closed or are inactive or the account you have nominated for ANZ Mobile Banking fees and charges to be charged to is closed;
- ANZ suspects you of being fraudulent or engaging in inappropriate behaviour unless the withdrawal is prohibited by law.

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

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

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

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

A user must not:

- voluntarily disclose any of their passwords, PINs or Telecodes to anyone, including a family member or friend;
- write or record passwords, PINs or Telecodes on a card, or keep a record of the passwords, PINs or Telecodes on anything carried with the card or liable to loss or theft at the same time as the card, unless the user makes a reasonable attempt to protect the security of the passwords, PINs or Telecodes;
- keep a written record of all passwords, PINs or Telecodes required to perform transactions on one or more articles liable to be lost or stolen at the same time, without making a reasonable attempt to protect the security of the passwords, PINs or Telecodes;
- select a numeric password, PIN or Telecode that represents their birth date, or an alphabetical password, PIN or Telecode that is a recognisable part of their name;

- otherwise act with extreme carelessness in failing to protect the security of all passwords, PINs or Telecodes, (each a 'Security Requirement').

For the avoidance of doubt, reference to passwords in this clause (Password, PIN and Telecode Security) includes one-time passwords.

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

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

### **Additional authentication requirements**

To help protect the security of your account, ANZ may require you to comply with additional authentication requirements before processing a transaction (for example, by requiring you to enter a security code sent to your mobile before processing a withdrawal). ANZ will decide in its discretion which transactions require additional authentication. 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 a transaction. In this instance, you can contact ANZ for assistance.

### **Unauthorised transactions**

The following provisions apply to unauthorised transactions.

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

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

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

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

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

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

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

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

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

Where:

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

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

- the time when the user became aware of the security compromise, or in the case of a lost or stolen card, should reasonably have become aware; and
- the time ANZ was notified of the security compromise.

However, the account holder will not be liable for that portion of the losses:

- incurred on any one day that exceeds any applicable daily transaction limit;
- incurred in any period that exceeds any applicable periodic transaction limit;
- that exceeds the balance on the account, including any pre-arranged credit; or
- incurred on any account that we and the account holder had not agreed could be accessed using the card and/or passwords, PIN or Telecode used to perform the transaction.

If it is not clear whether a user has contributed to the loss caused by an unauthorised transaction and where a password, PIN or Telecode was required to perform the unauthorised transaction, the account holder is liable for the least of:

- \$150 or a lower figure determined by ANZ;
- the balance of the account or accounts (including any prearranged credit) from which ANZ and the account holder have agreed could be accessed using the card and/or password, PIN or Telecode, and
- the actual loss at the time ANZ is notified of the misuse, loss or theft of a card or breach of a Security Requirement (but not that portion of the loss incurred on any one day\* which is greater than the daily transaction limit or other periodic transaction limit (if any)).

## **Additional protection**

### **Visa – Zero liability**

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

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

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



## **MasterCard – Zero liability**

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

## **Equipment malfunction**

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

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

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

## **Liability under the BPAY® Scheme**

### **(a) General**

You should note that:

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

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

If you are liable for an unauthorised or fraudulent payment under this 'Liability under the BPAY® Scheme' section or as a

result of a BPAY® billing error and the ePayment Code applies, then your liability is limited to the lesser of:

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

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

### **BPAY® Payments**

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

### **Unauthorised payments**

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

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

### **Fraudulent Payments**

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

### **Mistaken Payments**

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

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

### **Consequential loss**

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

### **(c) Indemnity**

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

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

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

### **Mistaken Internet Payments**

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

If ANZ is not satisfied that a Mistaken Internet Payment has occurred, ANZ will not take any further action.

ANZ will inform the user of the outcome of a reported Mistaken Internet Payment in writing within 30 business days of the report being made.

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

Where a user reports a Mistaken Internet Payment or Misdirected Payment within 10 business days of making the payment and:

- ANZ and the Receiving Bank are satisfied that a Mistaken Internet Payment or Misdirected Payment has occurred; and
- ANZ is advised by the Receiving Bank that there are funds available in the account of the unintended recipient to cover some or all of the payment and the Receiving Bank has recovered those funds,

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

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

Where a user reports a Mistaken Internet Payment or Misdirected Payment between 10 business days and 7 months after making the payment and:

- ANZ and the Receiving Bank are satisfied that a Mistaken Internet Payment or Misdirected Payment has occurred; and
- ANZ is advised by the Receiving Bank that there are funds available in the account of the unintended recipient to cover some or all of the payment; and
- the Receiving Bank prevents the unintended recipient from withdrawing those funds for 10 business days, and during this period the unintended recipient does not establish that they are entitled to those funds, and the Receiving Bank has recovered those funds,

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

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

Where a user reports a Mistaken Internet Payment or Misdirected Payment more than 7 months after making the payment and:

- ANZ and the Receiving Bank are satisfied that a Mistaken Internet Payment or Misdirected Payment has occurred; and
- ANZ is advised by the Receiving Bank that there are funds available in the account of the unintended recipient to cover some or all of the payment; and
- the unintended recipient consents to return of those funds, the Receiving Bank must forward those funds to ANZ.

### **Misdirected Payments**

A user may report a Misdirected Payment using ANZ Internet Banking. Where a user reports a Misdirected Payment, ANZ will investigate whether a Misdirected Payment has occurred. If ANZ is satisfied that a Misdirected Payment has occurred, ANZ will send the Receiving Bank a request for return of the funds.

### **Process following report of a Mistaken Internet Payment or Misdirected Payment**

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

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

- the Receiving Bank is not satisfied that a Mistaken Internet Payment or Misdirected Payment has occurred; or

- there are insufficient funds in the unintended recipient's account. In this case, the amount that may be recovered will depend on the Receiving Bank's exercise of discretion to pursue all, some or none of the funds.

If the Receiving Bank is unable to recover the funds from the unintended recipient, the account holder will be liable for losses arising from the Mistaken Internet Payment or Misdirected Payment.

### **Complaints about Mistaken Internet Payments and Misdirected Payments**

A user who reports a Mistaken Internet Payment or Misdirected Payment can complain to ANZ about how the report is dealt with. ANZ will deal with the complaint in accordance with this booklet.

The user is unable to complain to ANZ about the conduct of the Receiving Bank in dealing with their report of a Mistaken Internet Payment.

### **Unintended recipients**

If you receive a Mistaken Internet Payment or Misdirected Payment into your account and ANZ, as Receiving Bank, is required to forward the funds to the payer's authorised deposit taking institution, you authorise ANZ to:

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

If you are receiving Services Australia income support payments or Department of Veterans' Affairs payments, we will withdraw funds in accordance with 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.*

### **Changes to the Electronic Banking Conditions of Use**

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

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

For any other change we will notify you in accordance with your deposit product contract.

### **PayTo® Payment Agreements**

PayTo® allows you to authorise and maintain PayTo Payment Agreements with Payees who offer PayTo as a payment option.

For the purpose of this clause:

**'Mandate Management Service'** means the central database used to store PayTo Payment Agreement details operated by NPPA.

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

**'Payee'** means Merchant or Payment Initiator.

**'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 account.

**'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.

### **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/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 this agreement and to notify ANZ of the creation of this agreement.

ANZ 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 the agreement.

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

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 or by the Payee.

- **By Payee**

Where an amendment to your PayTo Payment Agreement proposed by the Payee requires your authorisation, ANZ will be notified of these amendments by the Mandate Management Service and will notify you of the proposed amendments. This could include, for example, 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 ANZ will record this instruction, update the Mandate Management Service and the amendment will become effective. If you decline the amendment ANZ 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. ANZ is 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 account) via ANZ Internet Banking, or in any other way we make available.

In the event that your 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/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 account.

- **By ANZ**

ANZ will not ordinarily amend a PayTo Payment Agreement on your behalf but we may do so in limited circumstances (e.g. if you are temporarily unable to access your account). If you instruct us to amend your PayTo Payment Agreement, we may, acting reasonably, decide not to act on your instructions, for example, where it is not possible for us to do so, or where we reasonably consider or suspect those instructions either:

- have not been authorised by the account holder(s) or are otherwise fraudulent;
- have been provided by mistake; or
- contain material omissions or errors.

## **Pausing a PayTo Payment Agreement**

- **By you**

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

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

ANZ will act on such an instruction by updating your 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.

In the event that your account is no longer eligible for PayTo, you will be unable to pause or resume your agreement. You may request the Payee to pause and resume the agreement



on your behalf or you may instruct 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. ANZ 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 an agreement, they will notify their financial institution for their record and update to the Mandate Management Service. ANZ will be notified of a pause/resume update by the Mandate Management Service and will notify you of this.

- **By ANZ**

ANZ may pause and resume your PayTo Payment Agreement where we reasonably consider or suspect fraud, unlawful activity, misconduct, or any suspicious activity.

We may also pause your PayTo Payment Agreement if your account is no longer eligible to be used to process a payment initiation request. See clause titled Availability of PayTo for details of the eligibility criteria.

ANZ 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. ANZ will notify you of this.

While your PayTo Payment Agreement is paused, ANZ will not process payment instructions in connection with this agreement.

If your PayTo Payment Agreement has been paused because your account is no longer eligible for PayTo, and you amend the agreement to link it to an eligible BSB/Account number, your PayTo Payment Agreement will automatically resume.

### **Transferring a PayTo Payment Agreement**

Where this functionality is offered by both ANZ and the other financial institution, you may instruct us (via ANZ Internet Banking or in any other way we make available) to transfer your PayTo Payment Agreement to an account held with another financial institution. ANZ will provide you with a Transfer ID to provide to your new financial institution to enable them to complete the transfer.

Your new financial institution will be responsible for ensuring that you authorise the transfer of your PayTo Payment Agreement and that the details stored in the Mandate

Management Service are updated. Your updated PayTo Payment Agreement will become effective once this transfer process is complete.

Until a transfer is complete, your PayTo Payment Agreement and any payments under this agreement will remain linked to and processed from your ANZ account. If the other financial institution does not complete the transfer within 14 days of the date on which the relevant Transfer ID was issued, the transfer will be deemed to be ineffective and payments under the Payment Agreement will continue to be made from your account with us. You may need to start the transfer process again.

If you decide to transfer a PayTo Payment Agreement held with another financial institution to an eligible ANZ account, you will need to obtain a Transfer ID from that financial institution and provide this information when completing a transfer instruction via ANZ Internet Banking (or in any other way we make available). ANZ does not guarantee that all Payment Agreements will be transferrable but will make reasonable endeavours to process your instruction within 14 days. If ANZ is unable to complete a transfer request, we will notify you of this.

### **Cancelling a PayTo Payment Agreement**

- **By you**

You may instruct ANZ to cancel a PayTo Payment Agreement on your behalf via ANZ Internet Banking (or in any other way we make available). ANZ will act on this instruction by updating your 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 the agreement 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. ANZ will not be liable for any loss you suffer if you breach any agreement you have with the Payee.

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

- **By the Payee**

A Payee may cancel their PayTo Payment Agreement with you. If the Payee cancels your agreement, they will notify their financial institution for their record and update the Mandate Management Service. ANZ will be notified of this cancellation by the Mandate Management Service and notify you of this.

- **By ANZ**

ANZ may cancel your PayTo Payment Agreement where we reasonably consider or suspect fraud, unlawful activity, misconduct, or any other suspicious activity. We may also cancel your agreement if your account is no longer eligible for PayTo. See clause titled Availability of PayTo for details of eligibility criteria. You may also request ANZ 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). ANZ will notify the Mandate Management Service to update your record. The Mandate Management Service will notify the Payee's financial institution of this update. ANZ will notify you of this cancellation.

### **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 ANZ, PayTo or the New Payments Platform 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 account, that is not permitted under the terms of your PayTo Payment Agreement (such as the payment frequency or the amount debited) you should contact the Payee to resolve this matter directly with them. If you have made reasonable attempts to resolve this matter, ANZ may, at its discretion, raise an enquiry with the Payee's financial institution in an attempt to recover funds on your behalf.

### **Your Responsibilities**

- 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.
- 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 ANZ 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 ANZ regarding a PayTo Payment Agreement, and

within the specified time period. ANZ will not be liable for any loss that you may incur as a result of your delay in responding to such communication.

- 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 (a) pause your PayTo Payment Agreement, and (b) notify us.

### **Existing Direct Debits**

This clause applies when this functionality is offered by both ANZ and the Payee's financial institution.

You may have an existing direct debit set up with a Payee. Where a Payee wants to start processing these payments through PayTo instead, a PayTo Payment Agreement will be created by the Payee and submitted to their financial institution for their record and for 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 this agreement and to notify ANZ of the creation of this agreement.

ANZ will notify you of the creation of a PayTo Payment Agreement and you will need to review and action the request in the usual way (please refer to "Creating a PayTo Payment Agreement", above), except the timeframe for an authorisation request under this paragraph will be 5 days.

Authorisation requests that are not actioned by you within 5 days of being sent to you, will be rejected by ANZ. Rejected authorisation requests will be considered declined PayTo Payment Agreements.

If you authorise the PayTo Payment Agreement referred to in this paragraph, all the other clauses in this section ("PayTo Payment Agreements") will apply to that 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 New Payments Platform.
- 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).
- ANZ 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.

- 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 ANZ is unable to be processed due to an issue with your account (such as insufficient funds), the Payee, via their financial institution or payment processor, can re-attempt the payment instruction. ANZ will not be liable for any loss that you suffer as a result of your account having insufficient funds.

### **ANZ's Rights and Responsibilities**

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

### **ANZ's Liability Under PayTo**

In addition to and without limiting any other clause in these conditions, ANZ will not be liable for any loss that you suffer as a result of, or in connection with the following:

- any payments processed in accordance with the terms of a PayTo Payment Agreement you have authorised;
- any payments processed outside the payment frequency you have authorised;
- any payments processed 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 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;
- 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 ANZ, or ANZ's negligence, fraud, wilful misconduct or mistake.

ANZ is not liable for any consequential loss or damage you suffer as a result of using PayTo, other than due to any loss or damage you suffer due to ANZ's negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

### **PayID® Conditions**

A PayID® is an identifier chosen by you that can be used instead of your BSB and account number, as set out below.

You may be able to create an optional PayID by linking your eligible ANZ account to an eligible PayID type (such as your mobile number, email address or ABN (if eligible)). A PayID linked to your ANZ account can be used by others to:

- send payments to you, where they are permitted to do so by their financial institution; and/or
- take payments from you, where you have authorised permission to do so (such as a PayTo Payment Agreement), through the New Payments Platform.

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 (or someone authorised by you) will be able to view details of your PayID and may be able to create, update, or close a PayID linked to your eligible ANZ account through Internet Banking, or in any other way we make available. We may rely on any instruction received from a person authorised to manage PayIDs for your account.

Only one account can be linked to a specific PayID at a time.

Once a PayID is created and linked to your account, it may not be used in relation to any other account with us or with any other financial institution, as the PayID service does not support duplicate PayIDs. You can create multiple PayIDs and link them to an eligible account, provided that each PayID is unique.

Your PayID must be associated with a name (your PayID Name) which reasonably represents you. When you create a PayID, ANZ will generally use the account name of your linked account as your PayID Name. By creating a PayID, you agree that your PayID Name may be shown to anyone who looks up your PayID (for example, to send a payment to you or take a payment from you).

You can generally transfer a PayID to another eligible account that you own (including an account with another financial institution). You will need to tell us that you want to transfer the PayID through Internet Banking or in any other way we make available. Once the PayID is linked to your new account, payments using the PayID will be sent to, or taken from, that account.

If you are transferring your PayID to another financial institution, they may also require you to take steps to complete the transfer.

We will complete a request to transfer or close a PayID within 24 hours. However, if you are transferring a PayID to another financial institution, you will also need to request that financial institution to link the PayID to your account with that financial institution and the other financial institution may take longer to process the request. If the other financial institution does not complete the transfer within 14 days, the transfer will be deemed to be ineffective and your PayID will remain linked to your current account. You may need to start the transfer process again.

Your PayID will remain linked to your existing account until the transfer to the other financial institution is complete.

When transferring a PayID, you are responsible for any associated updates required by you such as updating any PayTo Payment Agreements established by you using this PayID.

You must update or close your PayID if you:

- change the mobile number or email address you are using as your PayID;
- no longer have authority to use that PayID; and/or
- no longer have authority to link that PayID to the relevant account.

You must tell us if;

- your PayID Name no longer reasonably represents the account holder's name;
- any other PayID information changes; and/or
- you are no longer authorised to use the relevant linked account.

We monitor the use of PayIDs and confirm regularly that they remain correct. We may lock or close your PayID if:

- we become aware of suspicious activities relating to your PayID or your linked account, or we suspect that it has been used for fraudulent purposes, or
- you cannot verify that you continue to be authorised to use your PayID, or
- your PayID has not been used or validated for 3 years or more, or
- someone attempts to register the PayID for another account, we are unable to contact you, and your PayID has been inactive for 6 months or more, or
- you close your linked account or cease to be authorised to operate the account.

When your PayID is locked, it cannot be updated or used to send payments to you or take payments from you, and you may be prevented from transferring it to another account. It may also be closed.

We may require you to re-confirm that you have authority to use a PayID at any time. If there is a dispute about who has authority to use any 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 or linked to an account held by another person.

If your PayID changes or is closed, you are responsible for informing those who send payments to you or take payments from you using the PayID.

When your PayID is changed or closed:

- The PayID may be registered by another user if they can demonstrate they have the right to use it, and payments using this PayID will then be made to the other user's account; and
- Payment agreements (such as PayTo Payment Agreements) will be paused or cancelled, and you will remain responsible for any applicable contractual obligations.

### **When we may not allow you to create a PayID**

We may not to allow you to create a PayID if:

- your account is unable to use the New Payments Platform, or
- you cannot verify that you have authority to use the PayID or the relevant account, or
- we become aware of suspicious activities relating to the account, or
- electronic equipment or systems malfunction or are otherwise unavailable for use, or we believe that their quality or security have been compromised, or
- we believe your access to PayID may cause loss to the account holder or to ANZ.

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

### **Who will receive your information and how is it used**

By creating a PayID, you consent to us collecting, storing, using and disclosing information about you (including your PayID, your PayID Name and your account number) to NPP Australia Limited, the operator of the PayID service. You also consent to us



and/or NPP Australia Limited sharing this information with other financial institutions, BPAY® Pty Ltd and their service providers to allow the PayID service to operate, including for example:

- for users of the PayID service to make payments to you or create PayTo Payment Agreements with you and to process authorised payments from your account; and
- for other reasonable activities, such as tracing lost transactions, investigating fraud or where required by law.

When someone searches for your PayID or uses your PayID to send a payment to you or take a payment from you, they may see your PayID Name (but not your other account details).

The collection, use and disclosure of information about you is also governed by the ANZ Privacy Policy available at [anz.com](http://anz.com).

## SECTION 9 CONTACT US

The postal addresses and other contact details in this section 9 are subject to change from time to time. You can check [www.anz.com](http://www.anz.com) for the latest information.

### 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

### 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 or  
Melbourne (03) 9683 7043 or  
+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 or  
+61 3 9683 7047 (international customers)

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