

# ANZ EVERYDAY VISA DEBIT PRODUCT DISCLOSURE STATEMENT

TERMS AND CONDITIONS  
01.11.2019



**Containing terms and conditions for:**

- **ANZ Everyday Visa Debit**
- **Direct Debits/Recurring Payments**
- **Periodical Payments**
- **Internet Banking**
- **Phone Banking**
- **Mobile Phone Banking**
- **BPAY®**

® Registered to BPAY Pty Ltd ABN 69 079 137 518

## ANZ Contact Details

### Postal address

Locked Bag 10  
Collins Street West  
Melbourne, Victoria 8007

### For payments

PO Box 607  
Melbourne, Victoria 3001

### Cardholder enquiries

ANZ Cards  
13 22 73

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

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

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

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

### Lost, stolen or divulged PINs

Your PIN can be easily and quickly replaced by simply calling 13 22 73 at any time and we'll send a new one to you. If you'd like to change it to something that's easier to remember, you can now change your PIN at any ANZ ATM in Australia.

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

### Lost, stolen or divulged passwords

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

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

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# Contents

Introduction	8
<b>PART A: Meanings of words</b>	<b>9</b>
<b>Application of this PDS</b>	<b>10</b>
(1) Agreeing to the terms of this PDS	10
<b>Opening an account</b>	<b>10</b>
(1.1) Identification	10
(1.2) Tax File Number	10
<b>Fees and Charges</b>	<b>11</b>
(2) Bank fees and charges	11
(2.1) ANZ Everyday Visa Debit Account Fees and Charges	11
(2.2) Domestic ATM/Electronic Transactions	12
(2.3) Overseas Transactions	12
(2.4) Associated Account Fees and Charges	13
(2.5) Government fees and charges	14
<b>Using ANZ Everyday Visa Debit</b>	<b>14</b>
(3) How you can use the account	14
(4) Allowing use by others	14
(5) ANZ Everyday Visa Debit card acceptance	15
(6) Card validity and expiry	16
(7) EFTPOS	16
(8) Daily withdrawal limit	16
(9) Using your card outside Australia	17
<b>Transactions on your ANZ Everyday Visa Debit account</b>	<b>18</b>
(10) Transactions on the account	18
(10.1) Anti Money Laundering and Sanctions	19
(11) Stopping or altering payments for Direct Debits and Periodical Payments set up using your account number and BSB	20
(12) Authorisations	20
(13) Recurring transactions and other standing authorities set up using your card number	21
(13.1) Reversing a transaction	22
(13.2) Time limits for reversing a transaction	22
(13.3) Verified by Visa transactions	22

<b>Statements of account</b>	<b>23</b>
(14) When will the account holder receive a statement of account?	23
(15) Check your statement of account	23
<b>Making deposits to your account</b>	<b>23</b>
(16) How to make deposits to ANZ Everyday Visa Debit	23
(16.A) Other ways you can transact	24
(17) Cheques	24
<b>Processing of transactions by ANZ</b>	<b>26</b>
(18) When transactions will be applied to the account	26
(19) When deposits and other credits are considered to be made	26
<b>Provision of Credit</b>	<b>27</b>
(20) No Credit on ANZ Everyday Visa Debit	27
(21) Overdrawing on ANZ Everyday Visa Debit	27
<b>ANZ Everyday Visa Debit card security</b>	<b>28</b>
(22) Keeping your ANZ Everyday Visa Debit card and PIN secure	28
(23) What happens if your card is lost or stolen?	29
(24) Lost and stolen card and PIN while overseas	30
<b>Error or dispute resolution</b>	<b>30</b>
(25) Making a complaint	30
<b>Cancellation and termination</b>	<b>32</b>
(26) Cancellation by ANZ	32
(27) Cancellation by you	33
(28) What happens when a card has been cancelled or the authorisation of transactions is refused?	34
(28.1) When a card has been cancelled	34
(28.2) What happens when ANZ refuses to authorise transactions?	34
<b>Changes to this PDS</b>	<b>35</b>
(29) Variation of these terms and conditions	35
<b>Privacy and confidentiality</b>	<b>36</b>
(30) Privacy	36
(30.1) Collection, use and disclosure of information	36

(30.2) Absence of relevant information	36
(30.3) Information required by law etc.	37
(30.4) Providing your information to others	37
(30.5) Credit Reporting	38
(30.6) ANZ Privacy Policy	38
(30.7) Collecting sensitive information	38
(30.8) Personal information you provide about someone else	39
<b>General matters</b>	<b>39</b>
(31) Code of Banking Practice	39
(32) Card reissue and replacement	39
(33) Inactive accounts	39
(34) Disruption to service	39
(35) Personal advice on ANZ Everyday Visa Debit	40
(36) Change of name or address	40
(37) ANZ's right to combine accounts	40
(38) Force majeure	41
(39) Notice	41
(40) Waiver	41
(41) Chip	42
<b>PART B</b>	<b>42</b>
<b>Electronic Banking Conditions of Use</b>	<b>42</b>
<b>Definitions</b>	<b>42</b>
(1) Transaction limits	44
(2) How you can use ANZ Internet Banking	44
(3) Fees and Charges for Mobile Banking	44
(4) Access to and use of Pay Anyone and International Services	44
(5) Access levels for ANZ Phone Banking, ANZ Internet Banking and Mobile Banking	45
(6) Processing instructions – general	46
(7) Processing instructions – ANZ Phone Banking, ANZ Internet Banking and Mobile Banking	48
(8) Processing instructions – Pay Anyone and International Services	48
(9) Processing instructions – BPAY®	49
(10) Short Message Service (SMS)	51
(11) Card Validity	51

(12)	Lost or stolen cards, Password, PIN or Telecode	52
(13)	Cancellation of cards or electronic access	52
(14)	Withdrawal of electronic access	53
(15)	Password, PIN and Telecode Security	54
	<b>Unauthorised transactions</b>	<b>55</b>
(16)	When ANZ is liable	55
(17)	When the account holder is liable	56
(18)	Additional protection	58
(19)	Visa – Zero liability	58
(20)	MasterCard – Zero liability	58
(21)	Equipment malfunction	58
	<b>Liability under the BPAY® Scheme<sup>1</sup></b>	<b>58</b>
(22)	General	58
(23)	ANZ's liability	59
(24)	BPAY® payments	59
(25)	Unauthorised payments	60
(26)	Fraudulent Payments	60
(27)	Mistaken Payments	60
(28)	Consequential loss	61
(29)	Indemnity	61
(30)	Mistaken internet payments	61
(31)	Process where funds are available and report is made within 10 business days	61
(32)	Process where funds are available and report is made between 10 business days and 7 months	62
(33)	Process where funds are available and report is made after 7 months	62
(34)	Process following recovery of funds	62
(35)	Complaints about mistaken internet payments	63
(36)	Unintended recipients	63
(37)	Changes to the Electronic Banking Conditions of Use	63

## Introduction

This Product Disclosure Statement ('PDS') governs the operation of the ANZ Everyday Visa Debit account and your use of the ANZ Everyday Visa Debit card. It is important that you read and understand this PDS.

*Please contact ANZ if you do not understand, or are unsure about any aspect of this PDS.*

The Electronic Banking Conditions of Use in Part B set out your rights and obligations in relation to conducting electronic transactions on your account, for example, ANZ Phone Banking, ANZ Internet Banking, ANZ Mobile Phone Banking, EFTPOS, ATM or the purchase of goods or services from a merchant by providing, either over the phone or on-line, account details to a merchant (or to any other party to whom payment is to be made), either directly or via a third party.

ANZ complies with the requirements of the ePayments Code which is applicable to all consumer electronic transactions, except where your signature is also required.



## PART A

### Meanings of words

The following definitions apply throughout this PDS, unless otherwise stated:

**'account'** means any ANZ account which can be operated by a card and which you have nominated for use in this way, and includes an ANZ Everyday Visa Debit account;

**'account holder'** means the person in whose name the ANZ Everyday Visa Debit account has been opened;

**'additional cardholder'** means a person nominated by you to be issued with an ANZ Everyday Visa Debit card;

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

**'ANZ business day'** means any day from Monday to Friday on which ANZ is open for business in at least one of its branch locations in Australia;

**'card'** means the card issued to you by ANZ for use on your ANZ Everyday Visa Debit account;

**'chip'** means any electronic microchip embedded in the card;

**'direct debit'** means a debit from your ANZ Everyday Visa Debit account that you arrange through a merchant or other service provider by providing your account number and branch number (BSB) on the reverse of your card;

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

**'Informal Overdraft'** means an amount advanced to you under the Informal Overdraft facility;

**'Informal Overdraft facility'** means the informal short-term credit facility we provide to you when a debit to your ANZ Everyday Visa Debit account would mean your ANZ Everyday Visa Debit account is temporarily overdrawn and you and the debit satisfy our criteria for the facility;

**'periodical payment'** means a regular and automatic transfer of funds from or to your ANZ Everyday Visa Debit account that you instruct ANZ to make by providing your account number and branch number (BSB) on the reverse of your card.

**'PIN'** means personal identification number, that is, the code of numbers or letters that you use with your ANZ Everyday Visa Debit card through electronic equipment and includes an action number;

**'purchase price'** is the actual amount payable by you to a merchant for the supply of goods or services.

**'recurring transaction'** or **'standing authority'** means a regular transaction on your account that you have authorised another person or company (merchant) to make by providing your 16 digit ANZ Everyday Visa Debit card number.

**'transaction'** means any purchase or withdrawal.

**'you'** means the person in whose name the ANZ Everyday Visa Debit account has been opened and where relevant, also means the additional cardholder.

## Application of this PDS

### (1) Agreeing to the terms of this PDS

ANZ is the issuer of ANZ Everyday Visa Debit. The terms and conditions of this PDS apply when your ANZ Everyday Visa Debit account is first used or when you do anything else described by ANZ as indicating your acceptance of these terms and conditions.

## Opening an account

### (1.1) Identification

Federal Government legislation requires ANZ to verify the identity of all account holders, signatories and agents.

Any account holders, signatories and agents must satisfactorily meet ANZ's Customer Identification Process.

### (1.2) Tax File Number

Federal law provides that all accounts earning deposit interest in a tax year may be 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, ANZ is required to deduct withholding tax from any interest earned unless you are in an exempt category. Withholding tax is calculated at the highest marginal tax rate plus Medicare levy.

ANZ will preserve the confidentiality of your TFN, which can be recorded for all your accounts, in accordance with the Privacy Act.

## Fees and Charges

### (2) Bank fees and charges

- (a) ANZ reserves the right to charge the account with fees and charges for the provision and operation of the account. The fees and charges applicable to the account are set out below.
- (b) ANZ may waive fees under certain conditions.
- (c) If ANZ fails to collect a fee to which it is entitled, ANZ has not waived its right to collect the fee for future transactions of the same nature.
- (d) Other general fees and charges may also apply to your account for other services or account activity. For information about other general fees and charges, please refer to the ANZ Personal Banking General Fees and Charges booklet, available from any ANZ branch or on-line at [www.anz.com](http://www.anz.com)
- (e) The monthly statement of account will detail all fees and charges applied to the account during the relevant statement period.

#### (2.1) ANZ Everyday Visa Debit Account Fees and Charges

##### **Monthly account service fee** **\$6**

- A set fee for ANZ to manage and maintain your account. Charged to your account monthly based on the date of account activation or first use, unless ANZ advises you of another date.

##### **Self service transactions** **\$0**

- A cash withdrawal or transfer from one ANZ account to another ANZ account at an ANZ ATM or via ANZ Phone Banking
- A cash withdrawal or purchase via EFTPOS within Australia

**Internet Banking transactions** **\$0**

- A transfer from an ANZ account to another Australian domiciled bank account (including non-ANZ accounts) via ANZ Internet Banking including BPAY bill payments and Pay Anyone transactions but excluding international fund transfers.

**ANZ Mobile Phone Banking**

- Fees and charges may apply to ANZ Mobile Phone Banking and customers will be advised of these at the time of applying for the service or prior to the fee being charged.

**Staff-assisted transactions** **\$0**

- A cash withdrawal or transfer from one ANZ account to another ANZ account made over the counter at an ANZ branch, including cheques written by you that are cashed by you or another person, but excluding any of the fees and charges that are listed under clauses 2.2 to 2.5.
- If ANZ permits you to make a deposit (including a cheque deposit) to or a withdrawal from your account in person at the premises of an agent, contractor or service provider of ANZ, that deposit or withdrawal is also a staff assisted transaction.

**(2.2) Domestic ATM/Electronic Transactions**

**ANZ ATM balance enquiry** **\$0**

**Non-ANZ ATM balance enquiry** **\$0**

**Non-ANZ ATM withdrawals**  
(per withdrawal) **\$0**

**Non-ANZ branch withdrawal**  
(per withdrawal) **\$1.50**

**(2.3) Overseas Transactions**

**Overseas ATM Transaction Fee – Visa PLUS**

- Balance enquiries **\$0**
- Withdrawals in a foreign currency (per withdrawal) **\$5 + 3.0% of value**

**Overseas Branch Withdrawal Fee** **\$5**  
(per withdrawal)

**Overseas Transaction Fee**

ANZ will charge 3% of the value of any International Transaction charged or credited to an ANZ Everyday Visa Debit account.

It may not always be clear to you when use of your ANZ Everyday Visa Debit account is an International Transaction, for example where the merchant or financial institution processing a charge or credit is located outside of Australia.

An International Transaction is any transaction, credit or refund or reversal in respect of a transaction:

- In a currency other than Australian currency; or
- Where the merchant or financial institution accepting or processing the transaction, credit, refund or reversal is outside of Australia; or
- Which is considered by Visa to require conversion into Australian currency (for example, where the transaction, credit, refund or reversal is submitted on behalf of a merchant to a financial institution by an intermediary that is outside of Australia).

For an International Transaction using an ATM, the Overseas Transaction Fee is calculated on the value of the transaction and ATM operator fee that you accept when you proceed with the transaction at the ATM.

#### (2.4) Associated Account Fees and Charges

**Direct debit or credit and recurring transactions** **\$0**

- an arrangement you make with a third party to debit or credit your account directly

Note: although ANZ does not charge a fee for providing this service, the third party may charge a fee.

**Overdrawn Fee** **\$6**

- Payable for each ANZ business day when the balance of your Informal Overdraft facility is more than \$50 (up to a total of ten ANZ business days and a maximum amount of \$60 per statement month).

**Informal Overdraft facility interest rate** **ANZ Retail Index Rate plus a margin of 8.5% p.a**

- The ANZ Retail Index Rate is published weekly on [anz.com](http://anz.com) and in the Australian Financial Review
- Interest on Informal Overdrafts is calculated by applying the daily percentage rate (the annual percentage rate divided by 365) to the daily balance of the Informal Overdraft facility.

**Priority fee****\$50**

- when you request priority card issue

**(2.5) Government fees and charges**

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

## Using ANZ Everyday Visa Debit

**(3) How you can use the account**

- (a) The account must be used wholly and exclusively for your private and domestic use.
- (b) 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.

**(4) Allowing use by others**

- (a) ANZ may issue an additional ANZ Everyday Visa Debit card to up to 3 people nominated by the account holder, provided that each person is over the age of 16 years.
- (b) The account holder is responsible to ANZ for the operation by an additional cardholder of the ANZ Everyday Visa Debit account and any other account linked to the ANZ Everyday Visa Debit account. If an additional cardholder does not comply with these terms and conditions, the account holder will be liable to ANZ. The account holder should therefore ensure that each additional cardholder receives a copy of this document and reads and understands it.
- (c) The account holder acknowledges and agrees that any additional cardholder can:
  - (i) operate the ANZ Everyday Visa Debit account and any account linked to it in the same way that an account holder can (however, an additional cardholder cannot nominate another person to receive an additional ANZ Everyday Visa Debit card); and

- (ii) obtain information about the ANZ Everyday Visa Debit account and any accounts linked to it in accordance with the law and with any authorisation given by the account holder. For example, certain authorisations are given by the account holder when the application form is signed.
- (d) An account holder can cancel an additional card by calling ANZ or visiting any ANZ branch. ANZ will only cancel the additional card when the account holder has returned it to ANZ or has taken all reasonable steps to return it to ANZ.

#### **(5) ANZ Everyday Visa Debit card acceptance**

- (a) An ANZ Everyday Visa Debit card will normally be honoured 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 card. In Australia, where the particular financial institution, merchant or other person carrying on business does not accept Visa cards, they may still allow you to purchase goods or services with your ANZ Everyday Visa Debit card if you select the 'savings' button at an EFTPOS terminal.
- (b) The price the merchant charges for goods and services purchased with an ANZ Everyday Visa Debit card may vary from the price a merchant charges for the same goods and services purchased with cash.
- (c) Unless required to do so by law ANZ does not accept any liability:
  - (i) if any financial institution or merchant displaying a Visa symbol refuses to accept or honour an ANZ Everyday Visa Debit card; and
  - (ii) for goods or services purchased with an ANZ Everyday Visa Debit card.
- (d) Any complaints about goods or services purchased with an ANZ Everyday Visa Debit card must be resolved directly with the merchant concerned.

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

For security reasons, your ANZ Everyday 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 'valid thru' dates. Further, you must ensure that as soon as any card issued in relation to the ANZ Everyday Visa Debit account expires, it is destroyed, by cutting it (including any chip on the card) diagonally in half.

## **(7) EFTPOS**

EFTPOS is Electronic Funds Transfer at Point of Sale. This retail facility allows you to debit the cost of your purchase to your ANZ Everyday Visa Debit account. Depending on the retailer, you may also be able to withdraw cash in addition to your purchase.

## **(8) Daily withdrawal limit**

(a) Unless you have made arrangements with your branch for an increased or decreased limit, your combined purchase/withdrawal limit via:

- ATMs; and
- EFTPOS terminals when you select the 'savings' button,

is AUD\$1,000 per ANZ Everyday Visa Debit card. This means you can use your ANZ Everyday Visa Debit card to withdraw a total of AUD\$1,000 per day\* from the account(s) to which it is linked via the above access methods, provided your account(s) contain sufficient funds. In the event of a system failure, the daily\* withdrawal limit is AUD\$200.

(b) Withdrawals from your ANZ Everyday Visa Debit account via EFTPOS terminals will not count towards your daily\* withdrawal limit if you select the 'credit' button. Please note, selecting the 'credit' button at an EFTPOS terminal does not provide you with any credit in respect of your ANZ Everyday Visa Debit account. Such withdrawals are limited only to the amount of funds available in your account.



## (9) Using your card outside Australia

### (a) PLUS

- (i) PLUS is an international ATM network through which customers can access available funds in their linked ANZ accounts by using their ANZ Everyday Visa Debit card and PIN whilst overseas.
- (ii) At overseas PLUS ATMs, you cannot use your ANZ Everyday Visa Debit card to make deposits or transfer funds between linked accounts. To access funds from your ANZ Everyday Visa Debit account at overseas PLUS ATMs, select 'credit' (when the option is available). At some overseas PLUS ATMs (not in Europe) you can also use your ANZ Everyday Visa Debit card to access your primary linked 'savings' or 'cheque' accounts\* by selecting 'cheque' (when the option is available). Where the PLUS ATM has no account selection facility, the ATM will automatically select a withdrawal from any primary linked 'savings' or 'cheque' account if you proceed with the transaction. If you do not have a primary linked 'savings' or 'cheque' account, the ATM will automatically select a withdrawal from your ANZ Everyday Visa Debit account.

\* Linked primary accounts refer to ANZ accounts you have nominated as your primary savings or cheque account linked to your ANZ Everyday Visa Debit card.

\* A day begins at 12.00.01am (Melbourne time) and ends at 12.00.00am (Melbourne time) on the same day. If you are not in the same time zone as Melbourne, please check <http://www.australia.gov.au>.

### (b) Fees and Charges, PLUS

Transaction fees, ATM operator fees and overseas transaction fees may apply for the use of PLUS ATMs overseas. If the amount of the transaction is more than your available balance, the transaction may be rejected.

### (c) Surcharging, PLUS

Some overseas ATM locations may impose a surcharge when you use their ATM to make a withdrawal. Surcharges will not appear as a separate item on the account statement, but will be included in the total transaction amount shown.

(d) Exchange Rates and Conversions, PLUS

Exchange Rates and Conversions, PLUS All foreign currency transactions will be converted into Australian Dollars by Visa International in accordance with its rules.

Foreign currency transactions will either be converted directly to Australian dollars or will be first converted from the currency in which the transaction was made to US dollars and then converted to Australian dollars by Visa International.

The conversion rate used is a wholesale market rate selected by Visa International from a range of wholesale rates one day before VISA processes the transaction. In most cases, the conversion rate applied to refunds of a transaction will be different to the conversion rate applied to the original transaction.

## Transactions on your ANZ Everyday Visa Debit account

### (10) Transactions on the account

- (a) The account holder agrees that ANZ can debit the ANZ Everyday Visa Debit account with all transactions authorised by you. Transactions can be authorised by you by:
- (i) using your card, alone or together with your PIN, in conjunction with any electronic equipment;
  - (ii) presenting your card to a merchant and signing a voucher or other documentation acceptable to ANZ authorising the transaction;
  - (iii) providing the card account details to a merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to ANZ, for example, over the phone or on-line;
  - (iv) transferring funds electronically using ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Phone Banking; or
  - (v) arranging an electronic debit, for example a recurring transaction or periodical payment to be paid directly from your account.

- (b) You can authorise a transaction for either a particular amount or for particular goods or services. For example, if you hire a car, you may authorise a transaction for both the rental and any additional costs, such as the cost of any damage to the vehicle.
- (c) When you authorise a transaction:
  - (i) you are confirming the validity of the amount of the transaction, that is, the transaction correctly represents the purchase price of the goods or services obtained, or the amount of the cash withdrawal; and
  - (ii) the account holder is agreeing to pay (in Australian dollars) the amount of that transaction.

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

- (a) You agree that ANZ may delay, block or refuse to process any transaction without incurring any liability if ANZ suspect that the transaction:
  - (i) may breach any laws or regulations in Australia or any other country;
  - (ii) involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United Nations, the European Union or any country; or
  - (iii) may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.
- (b) You must provide all information to ANZ which ANZ reasonably requires in order to manage antimoney laundering or counter-terrorism financing and economic and trade sanctions risk or to comply with any laws in Australia or any other country
- (c) You agree that ANZ may disclose any information concerning yourself to:
  - (i) any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere; and
  - (ii) any Correspondent ANZ use to make the payment for the purpose of compliance with any such law or regulation.

- (d) Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement.
- (e) You declare and undertake to ANZ that the processing of any transaction by ANZ in accordance with your instructions will not breach any laws or regulations in Australia or any other country.

### **(11) Stopping or altering payments for Direct Debits and Periodical Payments set up using your account number and BSB**

- (a) A direct debit is a debit from your ANZ account that you arrange through a merchant or other service provider by providing your ANZ Everyday Visa Debit account number and branch number (BSB) (as opposed to your 16 digit card number).
- (b) A periodical payment is a debit from your ANZ Everyday Visa Debit account, which you instruct ANZ to make to the account of another person or business by providing your ANZ Everyday Visa Debit account number and branch number (BSB) (as opposed to your 16 digit card number).
- (c) You can:
  - arrange for a periodical payment to be altered if you notify ANZ in writing at least two banking days before the payment is made; or
  - cancel a direct debit request or a periodical payment facility at any time by notifying ANZ in writing.
- (d) **Speed is important.** You may notify ANZ initially by telephone. This may temporarily stop your direct debit or periodical payment until you visit your local branch or send written instructions. ANZ may charge you a fee for cancelling a direct debit or periodical payment.

### **(12) Authorisations**

- (a) If you select the 'credit' button when you use your ANZ Everyday Visa Debit card to make EFTPOS purchases or you use the 16 digit card number to purchase or pay for goods or services, 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).

- (b) Once the authorisation is obtained, it will reduce the amount of available funds in the account. If the purchase or other transaction is not completed, the amount of available funds in the account may continue to be reduced for up to six ANZ business days after the authorisation is obtained.

### **(13) Recurring transactions and other standing authorities set up using your card number**

- (a) You can, at any time, authorise another person or company (merchant) to transact on the account by providing your 16 digit ANZ Everyday Visa Debit card number.
- (b) To cancel such an authority, you must notify the merchant in writing at least 15 days before the next transaction is due to be processed. Please note, unlike direct debits set up using your account number and branch number (BSB), ANZ is not able to cancel a recurring transaction on your behalf. Until you cancel the authority, the merchant is entitled to request ANZ to debit the account and ANZ is obliged to process any request in the ordinary course. If the merchant does not comply with your request to cancel the authority, you must send ANZ a copy of your correspondence with the merchant to enable ANZ to dispute the relevant transaction(s) on your behalf according to the procedure in clauses 13.1 and 13.2 below.
- (c) In some circumstances, if your card number changes (for example, if your account is closed or your card is lost or stolen), or your card is cancelled, and you fail to provide alternative payment details (for example, your new card number) to the merchant, ANZ may stop processing the transactions, after giving notice to the merchant, and this may cause the merchant to stop providing the goods and services.

### **(13.1) Reversing a transaction**

Where you have authorised another person or company (merchant) to transact on the account by providing your ANZ Everyday Visa Debit card number or used your card to make a purchase at an EFTPOS terminal by selecting the 'credit' button, 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.

Please note, ANZ is not able to reverse (chargeback):

- periodical payments; or
- transactions at EFTPOS terminals when you have selected the 'savings' button.

You must notify ANZ if you believe you are entitled to reverse a transaction. If ANZ is satisfied after investigation that you are entitled to reverse a transaction, it will credit your account for the amount initially debited for the transaction.

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

You should notify ANZ immediately of a disputed transaction. Visa card scheme operating rules impose time limits after the expiry of which ANZ is not able to reverse a transaction. The minimum time limit generally applicable is 75 days after the disputed transaction but some time limits are longer. In some cases where the ePayments Code applies, the time limits may not apply. If you do not notify ANZ in time, ANZ may be unable to investigate your claim in which case you will be liable for the transaction.

It is your responsibility to review carefully your statements of account. ANZ is not responsible for any loss to you if you do not ask ANZ to reverse a transaction within an applicable time limit.

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

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

## Statements of account

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

ANZ will send a statement of account to the account holder each month unless:

- (i) at the end of the statement period the account balance is less than \$10 and no amounts have been entered on the account since the previous statement period (other than debits for any applicable government charges or duties on receipts or withdrawals);
- (ii) the account holder has died or is insolvent and the account holder's personal representative or trustee in bankruptcy has not requested a statement of account; or
- (iii) ANZ is otherwise excused from sending the account holder a statement by law.

### (15) Check your statement of account

The account holder should check each statement of account carefully once it is received and immediately notify ANZ of any transaction the account holder believes to be an unauthorised or disputed transaction or any other error. Details of ANZ's dispute resolution procedure are set out in clause 24.

## Making deposits to your account

### (16) How to make deposits to ANZ Everyday Visa Debit

- (a) You can make deposits to the account:
  - (i) by arranging an automatic deposit of your salary or other income (such as family allowance or pensions) to be paid directly into your account;
  - (ii) by transferring funds from a linked account using ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Phone Banking;
  - (iii) by depositing funds, or transferring funds from a linked account, at selected ANZ ATMs;
  - (iv) by depositing funds at any ANZ branch within Australia;
  - (v) by arranging an electronic credit from your other ANZ accounts;

- (vi) by arranging an electronic credit via another financial institution;
- (vii) by sending a cheque drawn on an Australian financial institution or money order to the Locked Bag address at the front of this booklet (ANZ will not accept cheques drawn on a foreign financial institution); and
- (viii) in any other way ANZ agrees with you.

### **(16.A) Other ways you can transact**

Despite any other provision in these terms and conditions, ANZ may permit you to make deposits to or withdrawals from your account at an agent, contractor or service provider of ANZ. Where such deposits or withdrawals are permitted by ANZ, the time for processing the relevant credits or debits to your account may vary. Limits may also be imposed on the amount or types of deposits or withdrawals that may be made at an agent, contractor or service provider. Details of any processing times and limits will be published on <http://www.anz.com.au/personal/ways-bank/>

### **(17) Cheques**

- (a) How long does it take to clear a cheque?

Usually five to seven working days, however you will generally be able to draw on the funds after three working days.

- (b) What if the cheque is dishonoured?

If ANZ has allowed you to draw on the cheque before it has cleared and the cheque is subsequently dishonoured, ANZ will debit your account by the amount of the cheque.

- (c) Third Party Cheques

If you present a cheque which is payable to someone else or it appears to belong to someone else (third party cheque), ANZ may, in its discretion, refuse to accept that cheque for deposit or refuse to cash it or may require you to comply with some conditions before it will accept that cheque for deposit or cash it.

- (d) When should a cheque be dishonoured or payment refused?

At the bank's discretion, a cheque may be dishonoured or payment refused where:

- there are insufficient funds in the account of the drawer;



- the cheque is unsigned;
- the cheque is more than 15 months old;
- the cheque is future dated;
- the cheque has been materially altered and the alteration has not been signed;
- there is a legal impediment to payment;
- the cheque has been stopped; or
- the paying bank has been notified of the mental incapacity, bankruptcy or death of the drawer.

#### (e) Bank cheques

Bank cheques are cheques instructing payment from the bank itself rather than from a customer's account. They are designed to provide an alternative to carrying large amounts of cash when a personal cheque is not acceptable. Bank cheques are usually requested because of the higher likelihood that they will be paid. However bank cheques should not be regarded as equivalent to cash.

Bank cheques can be purchased by holders of an ANZ account only and a fee is charged. A bank may dishonour a bank cheque if:

- the bank cheque is forged or counterfeit;
- the bank cheque has been fraudulently and materially altered;
- a fraud or other crime has been committed;
- the bank is told the bank cheque has been lost or stolen;
- there is a court order restraining the bank from paying a bank cheque;
- the bank has not received payment or value for the issue of the bank cheque; or
- if a bank cheque is presented by a person who is not entitled to the cheque proceeds.

If a bank cheque is lost or stolen, ANZ will, on certain conditions, provide a replacement cheque for a fee.

#### (f) Special clearance of funds

You can arrange for a cheque to be cleared in less than the usual time by requesting a 'special clearance'. Fees apply to this service.

## Processing of transactions by ANZ

### **(18) When transactions will be applied to the account**

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

### **(19) When deposits and other credits are considered to be made**

- (a) 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 the account in the ordinary course of business.

The following rules generally apply:

- (i) If the deposit is made by mail, it will be credited to the account by ANZ on the date of receipt. You should allow a suitable amount of time for the mail to reach ANZ.
- (ii) Deposits made at ANZ ATMs and via ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Phone Banking will be credited to the account as at the date they are made, provided they are made prior to the relevant cut off time, Monday to Friday, excluding national public holidays. Current cut off times are as follows:
  - (A) ANZ ATMs: 4pm Melbourne time.
  - (B) ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Phone Banking: 10pm Melbourne time (except for Pay Anyone transfers, where the cut off time is 6pm Melbourne time).

Deposits made after these times will be credited as at the following ANZ business day. Fund transfers from non-ANZ accounts to ANZ accounts are subject to the cut off time of the other financial institution.

- (b) Deposits made at ANZ ATMs may be subject to verification by an ANZ officer before they are processed to the account or are otherwise available to you and may take one to two ANZ business days to clear. Cheque deposits at ANZ ATMs may take five to seven ANZ Business days to clear.
- (c) Cash deposits at ANZ branches within Australia are available for use as soon as they have been credited to the account.
- (d) If a deposit is made at another bank or financial institution, there may be delay of several days before your account is credited with your deposit.

## Provision of Credit

### (20) No Credit on ANZ Everyday Visa Debit

Other than Informal Overdrafts, ANZ does not agree to provide any credit in respect of your ANZ Everyday Visa Debit account. Selecting the 'credit' button in ATMs or EFTPOS terminals when you use your ANZ Everyday Visa Debit card to make withdrawals or purchases gives you access to the funds available in your account and does not provide you with any credit in respect of the account.

### (21) Overdrawing on ANZ Everyday Visa Debit

- (a) The Informal Overdraft facility is a service provided by ANZ to give customers a convenient way to meet unplanned, short-term borrowing needs. If you need to borrow for other purposes (for example, for a longer term), you should ask ANZ about other facilities that may be better suited to your needs.
- (b) If a debit from your ANZ Everyday Visa Debit account would mean your ANZ Everyday Visa Debit account is overdrawn, and both the debit and the account holder satisfy ANZ's criteria for the Informal Overdraft facility, ANZ will allow the debit to be processed using the Informal Overdraft facility on the following terms:

- interest will be charged on the Informal Overdraft at the ANZ Retail Index Rate plus a margin;
  - if the balance of your Informal Overdraft facility is more than \$50, an Overdrawn Fee will be charged. This fee will be charged on each ANZ business day that the balance of your Informal Overdraft facility is more than \$50, up to a total of ten ANZ business days per statement month;
  - the Informal Overdraft, any interest on that amount and the Overdrawn Fee will be debited to your ANZ Everyday Visa Debit account;
  - you must repay each Informal Overdraft and pay any accrued interest on that amount and the Overdrawn Fee within 30 days of the Informal Overdraft being debited to your account; and
- (c) Other than Informal Overdrafts, ANZ does not agree to provide any credit in respect of your ANZ Everyday Visa Debit account without prior written agreement.
- If you want to avoid using the Informal Overdraft facility, you should ask ANZ about:
- other products which might better suit your needs; or
  - other ways in which you can monitor the balance of your ANZ Everyday Visa Debit account.
- (d) You should inform ANZ as soon as possible if you are in financial difficulty.

## **ANZ Everyday Visa Debit card security**

### **(22) Keeping your ANZ Everyday Visa Debit card and PIN secure**

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

You must:

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

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

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

**(23) What happens if your card is lost or stolen?**

- (a) You must make a report to ANZ immediately that you become aware that:
  - (i) your card has or may have been lost or stolen; or
  - (ii) your card or the card account details (for example, your card number and expiry date) have or may have been used by someone else without your authority.
- (b) The best way to make the report is to call ANZ on the telephone numbers listed at the front of this booklet. Alternatively, or if ANZ's telephone reporting service is unavailable, you should report the loss or theft to any ANZ branch or, if overseas, to any bank displaying the Visa card symbol. When a telephone report is made, ANZ will give you a notification number or some other form of acknowledgement. You should retain this as evidence of the time and date of your report.
- (c) If you report that a card has been lost or stolen, or the card account details have been used by someone else without your authority, the card will be cancelled as soon as the report is made. This means that you must not use the card once the report is made. For example, if the card has been lost or stolen and you find it after making the report, you must not use the card. You must destroy the card by cutting it (including any chip on the card) diagonally in half and return it to an ANZ branch as soon as possible.
- (d) ANZ may:
  - (i) issue the account holder with a new ANZ Everyday Visa Debit account and replacement card(s); and
  - (ii) transfer the balance and any processed transactions, periodical payments and recurring transactions on the closed account to the account holder's new account.

- (e) These terms and conditions will apply to your new ANZ Everyday Visa Debit account and replacement card(s).
- (f) The account holder may be liable for transactions for which you did not give authority (including mail and telephone order transactions and internet transactions) incurred before the report is received by ANZ, but liability will not exceed \$150. However, if you have contributed to the loss by unreasonably delaying reporting to ANZ the loss or theft of your card or the unauthorised use of the card account details, the account holder may be liable for transactions for which you did not give authority (including mail and telephone order transactions and internet transactions) incurred before the report is received by ANZ.

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

#### **(24) Lost and stolen card and PIN while overseas**

ANZ can provide an emergency replacement card. A replacement fee applies for replacement of a card except if damaged (and the card is returned to ANZ) or stolen and a copy of a police report is provided. However, you will not be able to use the replacement card to perform transactions that require a PIN until you have selected a new PIN for the card after you have returned to Australia. You may still be able to make purchases and obtain cash withdrawals on your ANZ Everyday Visa Debit account over the counter at institutions displaying the Visa logos/symbols.

## **Error or dispute resolution**

#### **(25) Making a complaint**

If you have a complaint about any of our products or services, ANZ has established complaint resolution procedures set out below:

#### **Step 1 Contact Us**

Your first point of contact for raising concerns or providing feedback is our staff at your local ANZ

Branch, Business Centre or our Call Centre. They will do their best to help resolve any issues you may have.

- Use Locate Us on anz.com to find your nearest ANZ Branch or Business Centre
- Call our Call Centre on 13 13 14

## Step 2 Complaint Resolution Centre

If you are unhappy with the response you have received or you would like to escalate the matter, you can contact our Complaint Resolution Centre. Our specialists will work closely with you to address your concern quickly and amicably. We will update you regularly until the matter is resolved.

### Contact details

**Call** our Complaint Resolution Centre toll free on 1800 805 154 (8am - 7pm AEST/AEDT weekdays, excluding national public holidays)

**Lodge online via:** anz.com

**Mail:** ANZ Complaint Resolution Centre  
Locked Bag 4050

South Melbourne VIC 3205;

**Email:** yourfeedback@anz.com

### 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:

- Our Customer Advocate; or
- the Australian Financial Complaints Authority, an external dispute resolution scheme.

### Our Customer Advocate

Our Customer Advocate provides an impartial review to help you reach an outcome that is fair to both you and us.

- **Phone:** +61 3 8654 1000
- **Mail:** ANZ Customer Advocate  
833 Collins St, Docklands VIC 3008
- **Email:** customeradvocate@anz.com

### Australian Financial Complaints Authority (AFCA)

The Australian Financial Complaints Authority (AFCA) is designed to offer fair, independent and accessible dispute resolution for consumers who are unable to resolve complaints directly with their financial

services provider. In most cases you have two years to submit a complaint to AFCA after you have raised it with us and received a final outcome from us. Before AFCA investigates your complaint, they will generally give us an opportunity to resolve or respond to it.

- **Phone:** 1800 931 678
- **Mail:** Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001
- **Email:** [info@afca.org.au](mailto:info@afca.org.au)
- **Website:** [www.afca.org.au](http://www.afca.org.au)

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

## **Cancellation and termination**

### **(26) Cancellation by ANZ**

- (a) Cards remain the property of ANZ at all times.
- (b) ANZ reserves the right to cancel a card or refuse authorisation of further transactions on any account at any time:
  - (i) without prior notice if:
    - (A) ANZ believes that use of the card or the account may cause loss to you or to ANZ (for example, if you have not met any of your obligations under this PDS or under the terms and conditions applicable to another credit facility provided by ANZ to you);
    - (B) The account is overdrawn (other than by use of the Informal Overdraft facility), or has insufficient funds to cover further transactions, or has a nil balance and there have been no transactions (except for fees or charges) on the account for more than three months;
    - (C) In the reasonable view of ANZ you have tampered with, misused or allowed any other person to use any chip on your card; or
  - (ii) upon giving you not less than three months written notice.
- (c) ANZ may also exercise its discretion to close an account due to unsatisfactory conduct or for any other reason it considers appropriate. In this



event, ANZ will notify you in writing at the address shown on its records.

- (d) If the account is closed, all cards issued in relation to that account will also be cancelled.
- (e) If the account has a credit balance when the account is closed, ANZ will pay the account holder the balance (unless those funds have been remitted as unclaimed money in accordance with the law).
- (f) ANZ will not cancel any individual card(s) without good reason. ANZ reserves the right to cancel any card at any time without prior notice if:
  - (i) ANZ believes that use of the card may cause loss to you or to ANZ; or
  - (ii) the account has been closed.

#### **(27) Cancellation by you**

- (a) The account holder may close the account at any time by making a telephone request to ANZ for closure of the account. If the account is closed, all cards issued in relation to that account will also be cancelled.
- (b) The account holder may request ANZ to cancel any card linked to the account (including any additional card) at any time by telephone. ANZ will only cancel the card when the account holder has returned it to ANZ cut diagonally in half (including any chip on the card) or has taken all reasonable steps to return it to ANZ.
- (c) Telephone requests can be made by telephoning the numbers listed at the front of this booklet. Written requests should be mailed to the postal address at the front of this booklet or submitted to any ANZ branch.
- (d) If the account has a credit balance when the account is closed, ANZ will pay the account holder the balance (unless those funds have been remitted as unclaimed money in accordance with the law). Monthly fees will apply even though the account has been open for only part of the calendar month. If the account is holding uncleared funds at the time of closing the account, these will not be released until the funds are cleared. If your account is in debit, the balance plus any accrued debit interest, fees and Government charges applicable to the closing date will be payable by you to ANZ.

**(28) What happens when a card has been cancelled or the authorisation of transactions is refused?**

**(28.1) When a card has been cancelled**

- (a) When ANZ cancels a card or ANZ receives instructions from you to cancel a card:
- (i) ANZ will write to confirm cancellation details with the account holder; and
  - (ii) the card must not be used and must be returned to ANZ cut diagonally in half (including any chip on the card).
- (b) The account holder:
- (i) is responsible for the use of any card (including every additional card) and of the account until all cards (including every additional card) are returned to ANZ 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 ANZ;
  - (ii) is responsible for any transactions debited to the account in accordance with any recurring transaction request or other standing authority or any other authorised link to the account from a credit card issued to you by ANZ, an ANZ Access Card or ANZ Internet Banking, ANZ Phone Banking and ANZ Mobile Phone Banking until the request or authority is cancelled in accordance with these terms and conditions.
- (c) Any recurring transaction request or standing authority given by you to other parties such as monthly debits for life insurance, Wine Club etc must be cancelled directly by you with the other party. You should provide new payment details to the party if you want to continue to make payment in this way. See clause 13 above for other important information regarding recurring transactions and other standing authorities.

**(28.2) What happens when ANZ refuses to authorise transactions?**

- (a) If ANZ refuses to authorise transactions under clause 26 (b) (i) (B), ANZ will not advise of this in writing and the card must not be used until you have repaid any overdrawn amount (including any accrued interest on that amount and any Overdrawn Fees).

- (b) The account holder is responsible for any transactions debited to the card in accordance with any recurring transaction request or other standing authority or any other authorised link to the card account from a credit card issued to you by ANZ, an ANZ Access Card or ANZ Internet Banking, ANZ Phone Banking and ANZ Mobile Phone Banking until the request or authority is cancelled in accordance with these terms and conditions.
- (c) Any recurring transaction request or standing authority given by you to other parties such as monthly debits for life insurance, Wine Club etc must be cancelled directly by you with the other party. You should provide new payment details to the party if you want to continue to make payment in this way. See clause 13 above for other important information regarding recurring transactions and other standing authorities.

## Changes to this PDS

### (29) Variation of these terms and conditions

The table below sets out how and when ANZ will notify you of changes to your account. You agree that ANZ may notify you of certain changes by advertisement in major daily or national newspapers.

ANZ may make the following changes:

	Minimum no. of days notice	Method of Notice
Introduce a new fee	30 days	In writing
Increase an existing fee or charge	30 days	In writing or by press advertisement
Change any other term or condition, the name of interest rates, accounts or publications	Day of change	In writing or by press advertisement

# Privacy and confidentiality

## **(30) Privacy**

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

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

### **(30.1) Collection, use and disclosure of information**

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

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

### **(30.2) Absence of relevant information**

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

### **(30.3) Information required by law etc.**

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

### **(30.4) Providing your information to others**

ANZ may provide your information to:

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

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

If you do not want us to tell you about products or services, phone 13 13 14 to withdraw your consent.

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

### **(30.5) Credit Reporting**

ANZ may also disclose personal information, including information about your other credit liabilities, repayments and defaults, to credit reporting bodies. We may also collect this information from credit reporting bodies. Information about credit reporting, including the name and contact details of these credit reporting bodies, when ANZ may disclose your personal information to them to include in a report about your credit worthiness, and how you can request credit reporting bodies not use your information in certain circumstances, is available at [www.anz.com/privacy](http://www.anz.com/privacy).

If you would like a hard copy of this information, please call 13 13 14 or visit any ANZ branch for a copy of ANZ's Privacy Policy.

### **(30.6) ANZ Privacy Policy**

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

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

### **(30.7) Collecting sensitive information**

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

### **(30.8) Personal information you provide about someone else**

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

## **General matters**

### **(31) Code of Banking Practice**

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

### **(32) Card reissue and replacement**

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

### **(33) Inactive accounts**

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

### **(34) Disruption to service**

When planning transactions, please allow sufficient time. You should bear in mind that occasionally a banking service may be disrupted. A 'disruption' is where a service is temporarily unavailable or where a system or equipment fails to function in a normal or satisfactory manner. ANZ will correct any incorrect entry which is made in your account as a result of a disruption and will adjust any fees or charges which have been applied as a result of that incorrect entry. To the maximum extent permitted by law, ANZ will not be liable for any loss or damage, including consequential loss or damage, suffered because of a disruption. This disclaimer of liability does not apply to electronic banking transactions (see Part B about

the conditions which apply to those transactions). This disclaimer is in addition to, and does not restrict, any other provisions contained in these terms and conditions which limit ANZ's liability.

### **(35) Personal advice on ANZ Everyday Visa Debit**

- (a) The advisor who provided you with this advice is a salaried representative of ANZ. In addition to the salary received, the advisor may also be eligible to receive a reward based on sales performance. This reward will never exceed \$6,000 per month per advisor.
- (b) Each month, the advisor may also be eligible to receive non-monetary benefits such as movie tickets, gift vouchers and recognition dinners for meeting or exceeding promotion targets. The value of non-monetary benefits received by the advisor will not exceed \$2,000 per promotion per month.

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

- (a) You must notify ANZ of any change of name or address (or both) as soon as possible, by:
  - (i) mailing details of the changes to the address listed at the front of this booklet;
  - (ii) attending any ANZ branch and providing details of the ANZ Everyday Visa Debit account and the changed details; or
  - (iii) advising the call centre by phone on the number listed at the front of this booklet of the details of the change (change of address only).
- (b) ANZ will not accept a post office box address as a valid residential address for you.
- (c) ANZ will not be responsible for any errors or losses associated with any change of name or address (or both) where ANZ has not received prior notice.

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

ANZ can combine the balances of two or more of the account holder's accounts, even if the accounts are held at different branches or in joint names. This may happen when one of the account holder's accounts is overdrawn or is in debit and another is in credit. This means, for example, that the credit balance in one account can be used to repay the debit balance in another account. ANZ will promptly inform the account holder if it has combined any of the account holder's accounts. ANZ does not need to give notice



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

### **(38) Force majeure**

To the extent permitted by law, ANZ will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under this PDS, for failure to observe or perform any of its obligations under the PDS for any reason or cause which could not, with reasonable diligence, be controlled or prevented by ANZ, including acts of God, acts of nature, acts of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage.

### **(39) Notice**

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

### **(40) Waiver**

Waiver by ANZ of any rights arising from a breach of the terms of the PDS or of any rights or powers arising under the PDS must be in writing signed by ANZ. A failure or delay by ANZ in exercise, or partial exercise, of a right or power under the PDS does not result in a waiver of that right or power. You may not rely on any conduct, representation or statement by ANZ or its employees as a defence to the exercise of a right or power conferred on ANZ by the PDS. This provision may not itself be waived except by ANZ in writing.

## **(41) Chip**

- (a) If your ANZ Everyday 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.
- (b) Only you can use the chip for any of the available services. Your card may be subject to forfeiture if the chip is used by anyone other than you.

## **PART B**

### **Electronic Banking Conditions of Use**

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

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

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

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

## **Definitions**

**'Activation Code'** means the 4- to 7-digit temporary activation number issued to activate the Mobile Banking service.

**'ANZ Business Day'** means any day from Monday to Friday on which ANZ is open for business in at least one of its branch locations in Australia.

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

**'Banking Business Day'** refers to any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

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

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

**'Mistaken Internet Payment'** means a payment made by a user through Pay Anyone where funds are paid into the account of an unintended recipient because the user enters or selects a BSB number and/or account number that does not belong to the named and/or intended recipient as a result of:

- the user's error; or
- the user being advised of the wrong BSB number and/or account number.

This does not include payments made using BPAY®.

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

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

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

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

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

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

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

**'Transaction'** means a transaction to which the ePayments Code applies.

**'Unintended recipient'** means the recipient of funds as a result of a mistaken internet payment.

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

### **(1) 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.

### **(2) How you can use ANZ Internet Banking**

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

### **(3) Fees and Charges for Mobile Banking**

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

You may also incur charges from your mobile operator as a result of using Mobile Banking.

Any such charges are solely your responsibility.

### **(4) Access to and use of Pay Anyone and International Services**

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

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

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

or decrease your daily transfer limit for ANZ Internet Banking through ANZ Internet Banking.

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

You can apply for International Services after you have been granted Pay Anyone access. International Services are not available through Mobile Banking.

The total of all Pay Anyone and International Services transfers (converted into Australian Dollars) on any day cannot exceed your Pay Anyone daily transaction limit.

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

Access levels:

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

Account holders aged 12 to 15 years, adults who have a joint account with account holders aged 12 to 15 years, and account signatories (no agents can be appointed) to accounts held by customers aged 12 to 15 years may only have restricted access levels for ANZ Phone Banking and ANZ Internet Banking.

Only the account holder or account signatories can select an access level. The account holder or account signatories may authorise another person (an 'authorised user') to operate the account and that person may have a different access level to the account holder.

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

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

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

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

## **(6) Processing instructions – general**

The account holder authorises ANZ to act on the instructions you enter into electronic equipment.

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

ANZ may delay acting on or may ask you for further information before acting on an instruction. Where ANZ has instructions for more than one payment

from your account(s), ANZ will determine the order of priority in which payments are made.

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

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

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

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

You accept that:

- not all electronic equipment from which cash can be withdrawn will always contain cash;
- any cash dispensed at electronic equipment is at your risk once it becomes visible or available for you to collect;
- not all electronic equipment will allow you to make deposits;
- future dated transfers are not available through Mobile Banking.

An immediate transfer, Pay Anyone or BPAY® payment cannot be revoked or stopped once ANZ receives your instruction. Future dated transfer, Pay Anyone or BPAY® instructions can only be revoked or changed if instructions to delete the transaction are given to ANZ through ANZ Internet Banking before midnight Sydney time on the ANZ Business Day (or, for Pay Anyone, the Pay Anyone Processing Day) before the transaction is scheduled to occur.

After this time, the instruction cannot be revoked.

### **(7) Processing instructions – ANZ Phone Banking, ANZ Internet Banking and Mobile Banking**

Any ANZ Phone Banking, ANZ Internet Banking and Mobile Banking transactions (other than a BPAY® payment) will generally be processed to your account on the same day ANZ receives your instructions, if given before 10.00pm Melbourne time Monday to Friday (except national public holidays). Any transaction made after this time may be processed on the following ANZ Business Day.

Account information accessed using ANZ Phone Banking, ANZ Internet Banking and Mobile Banking will generally reflect the position of the account at that time, except for transactions not yet processed by ANZ (including uncleared cheques and unprocessed credit card transactions) or cleared cheques and direct debits processed by ANZ that day.

### **(8) Processing instructions – Pay Anyone and International Services**

ANZ will generally process Pay Anyone instructions:

- for immediate Pay Anyone transfers, on the day the instruction is given, if ANZ receives the instruction before 6pm Melbourne time on a Pay Anyone Processing Day;
- for immediate international transfers, on the day the instruction is given, if ANZ receives the instruction before 6pm Melbourne time on a Pay Anyone Processing Day;
- future dated transfers, on the relevant future day you select if it is a Pay Anyone Processing Day (or if it is not, on the Pay Anyone Processing Day after that day).

Instructions you give will be delivered to the payee's financial institution on the day that ANZ processes them except where:

- ANZ is not obliged to process your instructions;
- there is a technical failure; or
- there is a delay or error in accepting the instructions caused by the financial institution to which the transfer is to be made; or
- the instructions are for a transfer by way of an international draft or telegraphic draft.



Where your instruction is for a transfer by way of ANZ issuing an international draft: • ANZ will send the draft by post to the delivery address notified by you;

- You acknowledge that it is your responsibility to forward the draft to the intended recipient.

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

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

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

### **(9) Processing instructions – BPAY®**

ANZ is a member of the BPAY® Scheme. This is an electronic payments scheme through which ANZ can be asked to make payments on your behalf to billers. ANZ will tell you if it ceases to be a member of the BPAY® Scheme. For the purposes of the BPAY® Scheme, ANZ may also be a biller.

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

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

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

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

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

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

Subject to the 'Processing Instructions' conditions set out above:

- any BPAY® payment made by you will be processed on the day you tell ANZ to make that BPAY® payment if ANZ receives your instructions before 6pm Sydney time on a Banking Business Day (ANZ's cut-off time); and
- BPAY® instructions received after 6pm Sydney time on a Banking Business Day, or on a day that is not a Banking Business Day, will be processed on the next Banking Business Day.

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

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

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

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

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

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

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

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

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

A linked ANZ credit card account can only be used to make a BPAY® payment if the biller accepts credit card payment. If the biller does not accept credit card payment but you want to pay from a credit card account, payment will be by way of a cash advance.

You are not authorised to give a biller code to any person in order to receive payments owing to you.

Biller codes may only be used by authorised billers to receive payment of bills issued by that biller.

The terms and conditions of use of BPAY® will not apply to any use by you of biller codes in this way.

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

You agree that we may send messages (including via SMS and email) (including messages which may contain personal information) to your mobile phone. ANZ is not liable for any loss or damage you suffer as a result of any person other than you accessing those messages.

### **(11) 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.

### **(12) Lost or stolen cards, Password, PIN or Telecode**

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

You must not use the card once the report is made. If you recover the lost or stolen card, you must destroy the card by cutting it (including an embedded microchip on the card) diagonally in half and return it to an ANZ branch as soon as possible.

You must make a report to ANZ (and the relevant third party, if a third party issued the username, password, PIN or card to you) immediately you become aware or suspect that your password, username, PIN, CRN or Telecode is disclosed or used without your authority, or lost. You must not then continue to use your password, username, PIN, CRN or Telecode. ANZ will cancel it and arrange for you to select a new username, password, PIN or Telecode, or to be provided with a new CRN. The best way to make the report is to call ANZ on the telephone numbers listed in this booklet.

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

### **(13) Cancellation of cards or electronic access**

ANZ may cancel any card, CRN or electronic access at any time,

- without prior notice and in the case of credit cards, provide notice as soon as practicable after the credit card is cancelled. If the credit card account is closed, all credit cards issued in relation to that credit card account will also be cancelled; or
- without prior notice if ANZ:
  - believes that use of the card or electronic access may cause loss to the account holder or to ANZ;
  - the account is an inactive account;
  - all the accounts which the card may access have been closed;
  - the account has been overdrawn (other than by use of the Informal Overdraft facility), or you have exceeded your agreed credit limit;
  - if we become aware that you do not meet, or cease to meet, our eligibility criteria for the card, CRN or electronic access; or otherwise,
- on giving you not less than three months written notice.

ANZ may also at any time suspend your right to participate in the ANZ BPAY® Scheme.

The account holder may cancel a card at any time by sending ANZ a written request or by calling ANZ on the relevant number listed in this booklet. ANZ may require written confirmation. The card must be cut diagonally in half (including any embedded microchip on the card) and returned to ANZ.

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

#### **(14) Withdrawal of electronic access**

ANZ may withdraw your electronic access to accounts (including by BPAY®) without prior notice if:

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

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

### (15) 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**').

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

To assist you, ANZ publishes security guidelines.

A copy of the current guidelines is available at [www.anz.com](http://www.anz.com).

### **Unauthorised transactions**

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

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

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

- are caused by the fraudulent or negligent conduct of ANZ's employees or agents or third parties involved in networking arrangements, or of merchants or their agents or employees;
- are caused by a card, account number, password, PIN or Telecode which is forged, faulty, expired or cancelled;
- are caused by a transaction that requires the use of any card, password, PIN or Telecode that occurred before the user received or selected the card, password, PIN or Telecode (including a reissued card, password, PIN or Telecode);
- are caused by a transaction being incorrectly debited a second or subsequent times to the same account;
- an unauthorised transaction that occurs after you have notified ANZ that any card has been misused, lost or stolen or that the security of a password, PIN or Telecode has been breached;
- arises from an unauthorised transaction that can be made using an account number without a password,

PIN or Telecode or card. Where a transaction can be made using a card, or a card and an account number, but does not require a password, PIN or Telecode, you will be liable only if the user unreasonably delays reporting the loss or theft of the card;

- arise from an unauthorised transaction if it is clear that a user has not contributed to the losses; or
- occur while ANZ's process for reporting unauthorised transactions, loss, theft or misuse of a card or breach of a Security Requirement is unavailable, provided that a report is made within a reasonable time of the process again becoming generally available.

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

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

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

Where:

- more than one password, PIN or Telecode is required to perform a transaction, and
- ANZ can prove that a user breached a Security Requirement for one or more (but not all) of the required passwords, PINs or Telecodes, the account holder will only be liable if ANZ can also prove that on the balance of probability that the breach of the Security Requirement was more than



50% responsible for the losses, when assessed together with all the contributing causes.

The account holder is liable for losses arising from unauthorised transactions that occur because a user contributed to the losses by leaving a card in an ANZ ATM.

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

- the time when the user became aware of the security compromise, or in the case of a lost or stolen card, should reasonably have become aware; and
- the time ANZ was notified of the security compromise, however, the account holder will not be liable for that portion of the losses:
- incurred on any one day that exceeds any applicable daily transaction limit;
- incurred in any period that exceeds any applicable periodic transaction limit;
- that exceeds the balance on the account, including any pre-arranged credit; or
- incurred on any account that we and the account holder had not agreed could be accessed using the card and/or passwords, PIN or Telecode used to perform the transaction.

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

- \$150 or a lower figure determined by ANZ;
- the balance of the account or accounts (including any prearranged credit) from which ANZ and the account holder have agreed could be accessed using the card and/or password, PIN or Telecode, or

\* 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>

- the actual loss at the time ANZ is notified of the misuse, loss or theft of a card or breach of a Security Requirement (but not that portion of the loss incurred on any one day\* which is greater than the daily transaction limit or other periodic transaction limit (if any)); or

### **(18) Additional protection**

#### **(19) 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.

#### **(20) MasterCard – Zero liability**

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

#### **(21) Equipment malfunction**

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

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

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

### **Liability under the BPAY® Scheme<sup>1</sup>**

#### **(22) 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.

### **(23) 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.

### **(24) 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.

### **(25) Unauthorised payments**

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

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

### **(26) 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.

### **(27) Mistaken Payments**

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

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

### **(28) 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.

### **(29) Indemnity**

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

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

### **(30) 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.

### **(31) Process where funds are available and report is made within 10 business days**

Where a user reports a mistaken internet payment within 10 business days of making the payment and:

- ANZ and the Receiving Bank are satisfied that a mistaken internet payment has occurred; and
- ANZ is advised by the Receiving Bank that there are sufficient credit funds available in the account of the unintended recipient to cover the payment, the Receiving Bank must forward the funds to ANZ no later than 10 business days after receiving our request to return the funds.

### **(32) Process where funds are available and report is made between 10 business days and 7 months**

Where a user reports a mistaken internet payment between 10 business days and 7 months after making the payment and:

- ANZ and the Receiving Bank are satisfied that a mistaken payment has occurred; and
- ANZ is advised by the Receiving Bank that there are sufficient credit funds available in the account of the unintended recipient to cover the payment; and
- the Receiving Bank prevents the unintended recipient from withdrawing the funds for 10 business days and during this period the unintended recipient does not establish that they are entitled to the funds,
- the Receiving Bank must forward the funds to ANZ within 2 business days of the expiry of the 10 business day period referred to above.

### **(33) Process where funds are available and report is made after 7 months**

Where a user reports a mistaken internet payment more than 7 months after making the payment and:

- ANZ and the Receiving Bank are satisfied that a mistaken payment has occurred; and
- ANZ is advised by the Receiving Bank that there are sufficient credit funds available in the account of the unintended cover the payment; and
- the unintended recipient consents to return of the funds, the Receiving Bank must forward the funds to ANZ.

### **(34) Process following recovery of funds**

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

If the Receiving Bank is unable to recover the funds from the unintended recipient, the account holder will be liable for losses arising from the mistaken internet payment.

### **(35) Complaints about mistaken internet payments**

A user who reports a mistaken internet payment can complain to ANZ about how the report is dealt with.

ANZ will deal with the complaint in accordance with this booklet.

### **(36) Unintended recipients**

If you receive a mistaken internet payment into your account and ANZ, as Receiving Bank is required to forward the funds to the payer's authorised deposit taking institution, you authorise ANZ to withdraw the funds from your account and return the funds to the payer's authorised deposit-taking institution.

### **(37) Changes to the Electronic Banking Conditions of Use**

ANZ can change the Electronic Banking Conditions of Use at any time. ANZ will give you at least 30 days prior written notice of any changes which:

- impose or increase fees or charges for issuing or replacing a card, password, PIN or Telecode;
- impose or increase fees or charges for performing transactions; or
- increase your liability for losses relating to transactions; or
- change your daily transaction limit or other periodical transaction limit applying to the use of electronic equipment.
- impose, remove or change your daily or other periodic limit on transactions, an account or electronic equipment (eg limits on the number or value of ATM withdrawals).

