

ANZ Credit Cards

Conditions of Use

Containing terms and conditions for:

- › ANZ Credit Cards
- › ANZ Internet Banking
- › ANZ Phone Banking
- › ANZ Mobile Phone Banking
- › BPAY®

July 2009



ANZ Consumer Finance – Contacts

Postal address

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

For payments

PO Box 607
Melbourne, Victoria 3001

Cardholder enquiries

ANZ Cards 13 22 73

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

Lost or stolen cards, suspected unauthorised transactions or divulged PINs

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

Lost or stolen cards

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

Lost, stolen or divulged PINs

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

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

Lost, stolen or divulged passwords

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

Important Notice

This document does not contain all the pre-contractual information required to be given to you.

These Conditions of Use do not apply to the ANZ Everyday Visa Debit. For more information about ANZ Everyday Visa Debit refer to the ANZ Everyday Visa Debit Product Disclosure Statement.

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Introduction

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

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

You should also read your Electronic Banking Conditions of Use in Part B which set out your rights and obligations involving conducting electronic transactions on your account, for example, Phone Banking, Internet Banking, 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 warrants to comply with the requirements of the Electronic Funds Transfer Code of Conduct which is applicable to all consumer electronic transactions.

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

Information on current interest rates, ANZ fees and government charges is also available at any ANZ branch, at www.anz.com or by calling ANZ Cards on 13 22 73.

Meanings of words

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

‘account’ means any ANZ account which can be operated by a credit card and which you have nominated for use in this way, and includes a credit card account;

‘account holder’ means the person in whose name the credit card account has been opened;

‘additional cardholder’ means a person nominated by you to be issued with an ANZ credit 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;

‘ANZ First’ includes the credit cards formerly known as ANZ Free Days Visa and ANZ Low Interest Visa;

'balance transfer' where the funds are credited to another credit, charge or store card account held by you or a third party which is not an ANZ account;

'Buy Now Pay Later plan' is a promotional offer that requires no repayment and no interest is charged during the deferment period on a transaction or set amount;

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

- (a) which results in you receiving actual cash (whether at a branch or via electronic equipment or by other means);
- (b) where the funds are used to purchase 'cash equivalent' items such as gambling chips or travellers cheques;
- (c) where the funds are used to pay a bill at a bank branch or via an approved agent of the biller (for example, when funds are used to pay tertiary fees or utility bills);
- (d) where the funds are used by you to make payment to a person who does not accept credit payments from the credit card account. This may include payments through the BPAY® Scheme, ANZ Internet Banking and ANZ Phone Banking; or
- (e) where the funds are credited to any other account held by you or a third party with ANZ or another financial institution.

'chip' means the electronic microchip embedded in a credit card;

'Closing Balance' is the total outstanding balance of the account as at the close of the statement period;

'Closing Balance less Instalment Plan and Buy Now Pay Later plan balances' is the 'Closing Balance' less any repayments on 'Buy Now Pay Later plans' and on 'Instalment Plans' not yet due;

'credit card' means a credit card issued by ANZ to you for use on:

- your Visa (ANZ First, ANZ Balance Visa and ANZ Rewards Visa), MasterCard (ANZ Low Rate MasterCard, ANZ Free Days MasterCard and ANZ Low Interest MasterCard), Gold (ANZ Gold, ANZ Rewards Visa Gold and ANZ Gold MasterCard) credit card account; or
- any credit card account for which ANZ issues both an American Express credit card and a Visa credit card (ANZ Frequent Flyer, ANZ Frequent Flyer Gold and ANZ Frequent Flyer Platinum); or
- any other credit card account which ANZ may advise, from time to time, as being subject to these Conditions of Use;

'credit card account' means the account set out in the Letter of Offer or any other account opened in accordance with this credit card contract, for example, if your credit card is lost or stolen (see Condition (27)(d));

'credit card contract' means the Letter of Offer and Parts A and B of these Conditions of Use;

'funds transfer' where the funds are credited to any other account held by you or a third party with ANZ or another financial institution;

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

'Instalment Plan' is a promotional offer that sets a fixed instalment (payment) on an agreed amount for a specified period. This instalment forms part of the 'Minimum Monthly Payment' as shown on the statement of account;

'Letter of Offer' means the letter ANZ sends to you offering a particular credit card account;

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

'overlimit amount' means the amount by which, at any time, the outstanding balance of the credit card account exceeds the approved credit limit;

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

'Promotional Plan' may include a plan with:

- alternative interest rate(s) or no interest that applies to certain transactions; or
- any other special terms including a 'Buy Now Pay Later plan' and 'Instalment Plan' for a defined period of time which ANZ may apply from time to time to a category of transactions. ANZ will inform you of terms and conditions of the Promotional Plan(s) applicable on your account;

'purchase price' is:

- (a) the actual amount payable by you to a merchant for the supply of goods or services; or
- (b) the amount of a cash advance, for which ANZ has made payment, or will make payment, to the merchant or the merchant's bank (whether or not the same amount is paid by ANZ to the merchant or merchant's bank);

'transaction' means any purchase, cash advance, balance transfer or funds transfer; and

'you' means the person in whose name the credit card account has been opened and where relevant, also means the additional cardholder.

PART A

The ANZ Credit Card Contract

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

ANZ is the credit provider for this credit card contract. You accept ANZ's offer to provide credit on the terms and conditions in the credit card contract when the credit card account is first used or by doing anything else described in the Letter of Offer as indicating your acceptance.

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.

The Credit Limit

(2) The Credit Limit

- (a) Your credit limit is set out in the Letter of Offer and is for the credit card account. If ANZ issues more than one credit card for use on your credit card account no separate limit applies for each credit card. The account holder can ask ANZ to increase or decrease the credit limit at any time. ANZ is not required to agree to any request to increase the credit limit. ANZ is not required to agree to any request to decrease the credit limit if the decrease would result in the outstanding balance exceeding the credit limit.
- (b) You must not exceed the credit limit unless ANZ has consented in writing or ANZ otherwise authorises the transaction which results in the account holder's outstanding balance exceeding the credit limit. By authorising a transaction which results in the account holder's outstanding balance exceeding the

credit limit, ANZ is not increasing the account holder's credit limit. If you exceed your credit limit, you must pay the amount by which the outstanding balance exceeds the credit limit immediately.

- (c) Any withdrawal, transfer or payment from the credit card account will be made firstly from any positive (Cr) balance and secondly from any available credit in the credit card account.

Using the credit card account

(3) How you can use the credit card account

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

(4) Allowing use by others

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

to ANZ or has taken all reasonable steps to return it to ANZ. If the additional card is an American Express credit card or a Visa credit card issued for use with an account where both these cards have been issued, both the American Express credit card and Visa credit card must be returned to ANZ.

(5) Credit card acceptance

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

(6) Credit card validity and expiry

For security reasons, your credit 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 (in the case of a MasterCard credit card 'valid dates' shown on the credit card). Further, you must ensure that as soon as any credit card issued in relation to the credit card account expires, it is destroyed, by cutting it (including any chip on the card) diagonally in half.

(7) Using your credit card outside Australia

Visa

- (a) All charges, purchases and cash advances will be converted into Australian Dollars. Transactions will either be converted directly to Australian dollars or will be first converted from the currency in which the transaction was made to US dollars and then converted to Australian dollars by Visa International. The conversion rate used is a wholesale market rate selected by Visa International from a range of wholesale rates one day before the transaction is processed by Visa.

MasterCard

- (b) All charges, purchases and cash advances will be processed through MasterCard International Incorporated using conversion rates set in accordance with its rules as at the date those transactions are processed by MasterCard International Incorporated. This means that:
 - (i) transactions in United States dollars will be converted into Australian dollars; and
 - (ii) transactions in other currencies will first be converted into United States dollars and then converted to Australian dollars.

American Express

- (c) All charges and purchases will be converted into Australian dollars. Transactions in:
 - (i) United States dollars will be converted into Australian dollars; and
 - (ii) other currencies will first be converted into United States dollars and then converted to Australian dollars.

The conversion rate used is an interbank rate, selected by American Express from customary banking sources on the business day prior to the day on which the transaction is processed by American Express, which rate may differ from the rate in effect on the date of the transaction.

Each card scheme has its own method of converting foreign currency transactions into Australian dollars. 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 credit card account

(8) Transactions on the credit card account

- (a) The account holder agrees that ANZ can debit the credit card account with all transactions authorised by you. Transactions can be authorised by you by:
 - (i) using your credit card, alone or together with your PIN (subject to Clause 8(d)), in conjunction with any electronic equipment;
 - (ii) presenting your credit card to a merchant and signing a voucher or other documentation acceptable to ANZ authorising the transaction;
 - (iii) providing the credit 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; or

- (iv) transferring funds electronically using ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Phone Banking.
- (b) You can authorise a transaction for either a particular amount or for particular goods or services. For example, if you hire a car, you may authorise a transaction for both the rental and any additional costs, such as the cost of any damage to the vehicle.
- (c) When you authorise a transaction:
 - (i) you are confirming the validity of the amount of the transaction, that is, the transaction correctly represents the purchase price of the goods or services obtained, or the amount of the cash advance;
 - (ii) the account holder is agreeing to pay (in Australian dollars) the amount of that transaction; and
 - (iii) you agree that ANZ provides you with credit equal to the amount of the transaction on the date on which you make the transaction.
- (d) A PIN is not allocated for, or able to be used with, ANZ Frequent Flyer American Express®, ANZ Frequent Flyer Gold American Express or ANZ Frequent Flyer Platinum American Express credit cards.

American Express® is a Registered Trademark of American Express Company. This card is issued by Australia and New Zealand Banking Group Limited pursuant to a license from American Express.

(8.1) Anti-Money Laundering and Sanctions

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

- (i) any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere; and
- (ii) any Correspondent ANZ use to make the payment for the purpose of 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.

(9) Cash advances

- (a) Subject to Clause 9(d), you can obtain cash advances using your credit card. For ANZ issued credit cards, the minimum cash advance available at ANZ ATMs is \$20. The amounts may vary for cash advances obtained overseas. The minimum amount of any cash advance may also vary between financial institutions.
- (b) ANZ may impose limits on the amount you can withdraw by way of a cash advance. Any limit on the amount of a cash advance will be advised as soon as reasonably practicable after the limit is put in place.
- (c) You may be required to produce suitable identification when requesting a cash advance.
- (d) You cannot obtain a cash advance at an ATM or branch using your ANZ Frequent Flyer American Express, ANZ Frequent Flyer Gold American Express or ANZ Frequent Flyer Platinum American Express and Clauses 9(a) to (c) do not apply to those credit cards.

(10) Authorisations

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

(11) Recurring transactions and other standing authorities

- (a) You can, at any time, authorise another person or company (merchant) to transact on the credit card account.
- (b) To cancel such an authority, you must notify the merchant in writing at least 15 days before the next transaction is due to be processed. Until you cancel the authority, the merchant is entitled to request ANZ to debit the card account and ANZ is obliged to process any request in the ordinary course. If the merchant does not comply with your request to cancel the authority, you must send ANZ a copy of your correspondence with the merchant to enable ANZ to dispute the relevant transaction(s) on your behalf according to the procedure in Clauses 11.1 and 11.2.
- (c) In some circumstances, if your credit card account number changes (for example, if your credit card account is closed or your credit card is lost or stolen), or your credit card is cancelled, and you fail to provide alternative payment details (for example, your new credit card account number) to the merchant, ANZ may stop processing the transactions, after giving notice to the merchant, and this may cause the merchant to stop providing the goods and services.

(11.1) Reversing a transaction

You may be entitled to reverse (chargeback) a transaction where you have a dispute with a merchant. For example, you may be entitled to reverse a transaction where the merchant has not provided you with the goods or service you paid for.

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

(11.2) Time limits for reversing a transaction

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

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

(11.3) MasterCard SecureCode and Verified by Visa transactions

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

Statements of account

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

- (a) ANZ will mail a statement of account to the account holder each month unless:
 - (i) at the end of the statement period the credit card account balance is less than \$10 (or any other limit prescribed by law) and no amounts have been entered on the credit card account since the previous statement period (other than debits for government charges or duties on receipts or withdrawals);
 - (ii) the account holder has been in default during the statement period and for the last two (2) statement periods and ANZ has determined not to provide, and has not provided, further credit;
 - (iii) the account holder has died or is insolvent and the account holder's personal representative or trustee in bankruptcy has not requested a statement of account; or
 - (iv) ANZ is otherwise excused from sending the account holder a statement by law.
- (b) For the purposes of this Condition (12), an account with a positive (credit) balance at the close of the statement period will be deemed to be an account with a balance of less than \$10.

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

- (a) The monthly statement of account will detail all amounts processed to or from the credit card account during the statement period, including any refunds or payments made as well as any fees and charges incurred on the credit card account.
- (b) Where there is an amount debited to the statement of account, it will be made up of one or more of the following:
 - (i) the purchase price (and the Australian dollar equivalent for overseas purchases) of all goods and services purchased by use of the credit card account;
 - (ii) the amounts of all cash advances charged to the credit card account (and the Australian dollar equivalent for overseas cash advances); and

- (iii) the charges (including credit fees and charges and interest charges) set out elsewhere in the Conditions of Use or Letter of Offer (or both).
- (c) The statement of account will always be expressed in Australian dollars and must be settled in Australia with Australian dollars.
- (d) The account holder should check each statement of account carefully once it is received and immediately notify ANZ of any transaction the account holder believes to be an unauthorised or disputed transaction or any other error. Details of ANZ's dispute resolution procedure is set out in Condition (28) and the procedure to reverse a transaction is set out in Conditions (11.1) to (11.3).

Making payments to your credit card account

(14) Repayment obligations

The statement of account shows how much the account holder must pay to ANZ and when payment is due.

(14.1) Amounts payable immediately

The greater of:

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

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

(14.2) Amounts payable by the 'DUE DATE'

- (a) The account holder must make the 'Minimum Monthly Payment' shown on each statement of account by the 'DUE DATE' shown on that statement of account. Additional payments can also be made towards the 'Closing Balance' shown on the statement of account.
- (b) (i) **For statement of account without any Buy Now Pay Later plans or Instalment Plans:**
If the 'Closing Balance' is within the credit limit, the 'Minimum Monthly Payment' is the greater of 2% of the 'Closing Balance' (rounded up to the nearest dollar) or \$10. Unless indicated otherwise, if the 'Closing Balance' is less than \$10 it must be paid in full. If the 'Closing Balance' equals or is greater than the credit limit, the 'Minimum Monthly Payment' is 2% of the credit limit.
- (ii) **For statement of account with Buy Now Pay Later plans and/or Instalment Plans:**

If the 'Closing Balance' is within the credit limit and is greater than \$10, the 'Minimum Monthly Payment' is the

greater of 2% of the total of the 'Closing Balance' less Instalment Plan and Buy Now Pay Later plan balances (rounded up to the nearest dollar), plus any 'Instalment Plan' instalments due or, \$10 as shown on the statement of account. If the total of Closing Balance less Instalment Plan and Buy Now Pay Later plan balances plus any instalments due is less than \$10 it must be paid in full.

- (c) For all types of Gold and Platinum credit card accounts, ANZ First (Low Interest option), ANZ Balance Visa, ANZ Low Rate MasterCard, ANZ Low Interest MasterCard credit card accounts, the 'DUE DATE' is 25 days from the end of the statement period. For all other credit card accounts, the 'DUE DATE' is 14 days from the end of the statement period. If the 'DUE DATE' would fall on a day that is not an ANZ business day, the 'DUE DATE' will be the next ANZ business day.

(15) How to make payments to the credit card account

- (a) You can only make payments to the credit card account:
 - (i) by transferring funds from a linked account using ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Phone Banking;
 - (ii) by making payment using BPAY®;
 - (iii) by depositing funds, or transferring funds from a linked account, at selected ANZ ATMs;
 - (iv) by sending a cheque drawn on an Australian financial institution or money order to the address at the front of this booklet (ANZ will not accept cheques drawn on a foreign financial institution);
 - (v) by depositing funds at any ANZ branch within Australia; and
 - (vi) in any other way ANZ agrees with you.
- (b) Please note that a reversal or refund of charges to the credit card account is not a payment to the credit card account.

Processing of transactions by ANZ

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

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

(b) ANZ may process transactions received by it on a particular day in any order it sees fit. This means that the order of processing transactions on a day may vary from the order in which transactions are made on that day or are received by ANZ on that day.

(17) When payments are considered to be made

(a) Payments and other credits (including credits for returns of purchased goods) will not be treated as made until the date on which those payments or other credits are applied to the credit card account in the ordinary course of business. The following rules generally apply:

(i) If the payment is made by mail, it will be credited to the credit card account by ANZ on the date of receipt. You should allow a suitable amount of time for the mail to reach ANZ.

(ii) Payments made at ANZ ATMs and via ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Phone Banking will be credited to the credit card 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 Internet Banking, ANZ Phone Banking or ANZ Mobile Phone Banking: 10pm Melbourne time (except for BPAY® payments drawn from ANZ accounts and Pay Anyone transfers, where the cut off time is 6pm Melbourne time). Payments made after these times will be credited as at the following ANZ business day. Payments made from non-ANZ accounts to an ANZ credit card account 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 credit card account or are otherwise available to you.

(c) Cash payments at ANZ branches within Australia are available for use as soon as they have been credited to the account. Generally, when a payment is made at another bank, it can take up to three days from the date the payment is made for it to be credited to the credit card account.

(d) If you make cheque or other non-cash deposits to the credit card account, ANZ may defer making available the additional available funds arising from the deposit until three working days after the date of the deposit, being the general time for funds to be cleared.

(e) ANZ may, at its discretion, allow you to use the proceeds of the cheque or other such payment before cleared funds have been credited to the credit card account. If ANZ does this, it will advise you if the cheque or other non-cash deposit is subsequently dishonoured, and will debit the credit card account by the value of the dishonour (but only if the deposit has previously been credited to the credit card account).

Application of payments

(18) How payments are applied

Payments that are made to your account will be applied in the order set out below. Within each subclause below, transactions at lower interest rates are repaid before those at higher interest rates.

(a) Any Promotional Plan instalments due as shown on any statement of account;

(b) All government duties, taxes, fees and charges that appear or have not yet appeared on a statement of account, and all other transactions that appear on any statement of account including balance transfers, cash advances, purchases, Promotional Plans (excluding any Promotional Plan on which payments are not yet due);

(c) All other transactions that have not yet appeared on your statement including, balance transfers, cash advances, and purchases and Promotional Plans (excluding any Promotional Plans on which payments are not yet due);

(d) The outstanding balance on any Promotional Plans where payment is not yet due.

Interest

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

When ANZ has approved the account holder's credit card application, ANZ will advise the account holder of the annual percentage rate used to calculate the interest charges on the credit card account. There may be more than one interest rate applied to your account and the account holder will be notified if this happens. The statement of account also sets out the annual percentage rate(s). If any changes are made to the annual percentage rate(s), the account holder will be given notice in accordance with Condition (33.1).

(20) How debit interest is calculated for MasterCard (except for ANZ Low Interest MasterCard) and Visa (except for ANZ First (Low Interest option)) card accounts and for credit

card accounts for which ANZ issues both an American Express credit card and a Visa credit card

(20.1) For all cards

Contract stamp duty, other government charges, previously billed interest charges and ANZ Fees are included in the balance on which the interest is calculated. Interest is charged on these fees, duties and other charges in the same way interest is charged on purchases, as described in Clause 20.2 below.

(20.2) Interest free period for purchases appearing on the statement of account

- (a) Interest free period for purchases appearing on the statement of account without any Buy Now Pay Later plans or Instalment Plans.
 - (i) Each statement of account shows the 'Closing Balance' and the 'DUE DATE' for that statement. To take advantage of the interest free period, the 'Closing Balance' must be paid in full by the 'DUE DATE' for each statement of account.
 - (ii) If you do not pay the 'Closing Balance' by the 'DUE DATE' on a particular statement of account interest will be charged on:
 - (A) each purchase on that statement of account (including any unpaid opening balance); and
 - (B) all subsequent purchases until the 'Closing Balance' or the 'Closing Balance' (or 'Closing Balance less Instalment Plan and Buy Now Pay Later plan balances' if applicable) on a subsequent statement of account is paid in full by its 'DUE DATE'
 - (iii) This interest charge is calculated by applying ANZ's daily percentage rate (the annual percentage rate divided by 365) to the account holder's unpaid daily balance relating to each purchase from:
 - (A) the date on which you made the purchase, if the date on which you made the purchase was after the start of the statement period to which the statement of account relates; or
 - (B) the first day of the statement period to which the statement of account relates, if the date on which you made the purchase was before the start of the statement period to which the statement of account relates, until the 'Closing Balance' or the 'Closing Balance' on a subsequent statement of account is paid in full by its 'DUE DATE'. The interest charge will be debited to the credit card account on the closing date of each statement period.

- (b) Interest free period for purchases (excluding purchases on or transferred to Promotional Plans) appearing on the statement of account with Buy Now Pay Later plans and/or Instalment Plans.

- (i) Each statement of account shows the 'Closing Balance less Instalment Plan and Buy Now Pay Later plan balances' and the 'DUE DATE' for that statement. To take advantage of the interest free period, the 'Closing Balance less Instalment Plan and Buy Now Pay Later plan balances' must be paid in full by the 'DUE DATE' for each statement of account.
- (ii) If you do not pay the 'Closing Balance less Instalment Plan and Buy Now Pay Later plan balances' by the 'DUE DATE' on a particular statement of account interest will be charged on:
 - (A) each purchase on that statement of account (including any unpaid opening balance); and
 - (B) all subsequent purchases until the 'Closing Balance less Instalment Plan and Buy Now Pay Later plan balances' or the 'Closing Balance less Instalment Plan and Buy Now Pay Later plan balances' on a subsequent statement of account is paid in full by its 'DUE DATE'.

(20.3) Interest charges on cash advances

- (a) ANZ will debit an interest charge on any cash advance and related cash advance fee from the credit card account (except to the extent that a cash advance may be drawn against credit funds).
- (b) This interest charge is calculated each day by applying ANZ's daily percentage rate (which is the annual percentage rate divided by 365) to your daily unpaid balance relating to each unpaid cash advance and related cash advance fee from:
 - (i) the date on which you obtained the cash advance and incurred the cash advance fee if the date on which you obtained the cash advance was after the start of the statement period to which the statement of account relates; or
 - (ii) the first day of the statement period to which the statement of account relates, if the date on which you obtained the cash advance and incurred cash advance fee was before the start of the statement period to which the statement of account relates, until the outstanding balance is paid in full. The interest charges will be debited on the closing date of each statement period.

(20.4) Interest charges on Promotional Plans

- (a) ANZ will debit interest charges on any Promotional Plan, and where applicable any related fees from the credit card account
- (b) (i) This interest charge on Promotional Plans excluding 'Buy Now Pay Later plans' is calculated each day by applying ANZ's daily percentage rate (which is the annual percentage rate applicable on your Promotional Plan divided by 365) to your daily unpaid Promotional Plan balance from:
 - (A) the date on which you accepted the Promotional Plan if the date on which you accepted the Promotional Plan was after the start of the statement period to which the statement of account relates; or
 - (B) the first day of the statement period to which the statement of account relates, if the date on which you accepted the Promotional Plan was before the start of the statement period to which the statement of account relates until the Promotional Plan period has expired. The interest charges will be debited on the closing date of each statement period.
- (ii) No interest is charged on 'Buy Now Pay Later plan' for the period of the 'Buy Now Pay Later plan'.

(21) How debit interest is calculated for ANZ First (Low Interest option) and ANZ Low Interest MasterCard card accounts

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

- (b) The total interest charge (calculated up to and including the closing date of each statement period) is then included in the 'Closing Balance' on the statement of account.
- (c) Contract stamp duty, other government charges, previously billed interest charges and ANZ Fees are included in the balance on which the interest charge is calculated. Interest is charged on these fees, duties and other charges in the same way interest is charged on purchases and cash advances, as described in Clauses 21(a) and (b).

Fees and charges

(22) Bank fees and charges

- (a) ANZ reserves the right to charge the credit card account with fees and charges for the provision and operation of the credit card account. The fees and charges applicable to the credit card account are those shown in the Letter of Offer and in the ANZ Personal Banking Fees and Charges booklets, as varied from time to time.
- (b) ANZ is irrevocably authorised to debit any annual or monthly fee for operating the credit card account or any Promotional Plan established on that account and any rewards program or extra services fees (if applicable). Details of the annual or monthly fee and any rewards program or extra services fees are disclosed in the Letter of Offer and may be varied from time to time. The annual or monthly fee and the rewards program and extra services fees will be debited to the credit card account on the first statement of account after acceptance of the credit card contract or on the first statement of account after any later acceptance of the rewards program or extra services fees and after that annually in advance until the credit card account is closed and is paid in full (except where the Letter of Offer otherwise provides). No refunds of these fees is payable when the credit card account is closed.
- (c) ANZ is also irrevocably authorised to debit any interest, fees or charge applicable to the credit card account.
- (d) The monthly statement of account will detail all fees and charges applied to the credit card account during the relevant statement period.

(23) Government fees and charges

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

Commissions and related payments

(24) Amounts that may be included in the purchase price

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

(25) Other commissions

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

Credit card security

(26) Keeping your credit card and PIN secure

The security of your credit 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 credit card. You must:

- (i) sign the back of your credit card immediately upon receipt;
- (ii) on the expiry date destroy your credit card by cutting it (including any chip on the card) diagonally in half;
- (iii) not let anyone else use your credit card;
- (iv) take reasonable steps to protect your credit card from loss or theft; and
- (v) notify ANZ immediately you become aware that your credit card has been lost or stolen, or your credit card or the credit card account details (for example, the number and expiry date of your credit 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.

(27) What happens if your credit card is lost or stolen

- (a) You must make a report to ANZ immediately that you become aware that:
 - (i) your credit card has or may have been lost or stolen; or
 - (ii) your credit card or the credit card account details (for example, your credit 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 appropriate credit 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 credit card has been lost or stolen, or the credit card account details have been used by someone else without your authority, the credit card will be cancelled as soon as the report is made. This means that you must not use the credit card once the report is made. For example, if the credit card has been lost or stolen and you find it after making the report, you must not use the credit card. You must destroy the credit 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 credit card account and replacement credit card(s); and
 - (ii) transfer the balance owing, Promotional Plans, any processed transactions, existing CardPay Direct and recurring transaction arrangements, on the closed credit card account to the account holder's new credit card account.
- (e) This credit card contract, including any Promotional Plan terms and conditions, will apply to your new credit card account and replacement credit 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 credit card or the unauthorised use of the credit 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.

Error or dispute resolution

(28) ANZ's dispute resolution procedure

Making a complaint

If ANZ makes a mistake, or ANZ's service doesn't meet your expectations, ANZ wants to know.

For the fastest possible resolution to your complaint call us on 1800 805 154 or TTY 1300 366 255; or:

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

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

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

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

ANZ Customer Advocate

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

Contact details

ANZ Customer Advocate
100 Queen Street,
Melbourne VIC 3000

Tel: +61 3 9273 6523

Email: customeradvocate@anz.com

Financial Services Dispute Resolution Schemes

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

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

Financial Ombudsman Service
GPO Box 3
Melbourne VIC 3001

Telephone: 1300 780 808

Fax: +61 3 9613 7345

Internet: www.fos.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.

Default, cancellation and termination

(29) Default

- (a) The account holder is in default under the credit card contract if you have not met any of your obligations under this credit card contract. If the account holder is in default under the credit card contract, or if ANZ believes on reasonable grounds that you induced it to enter into the credit card contract by fraudulent misrepresentation, the outstanding balance including the outstanding balance on any Promotional Plans on the credit card account will, at the option of ANZ, become immediately due and payable to the ANZ and the credit card(s) relating to this credit card contract will be cancelled, by ANZ giving the account holder notice in accordance with any applicable law.
- (b) The account holder undertakes to return or arrange for the return of the account holder's credit card and any additional credit cards immediately upon the account holder being notified that the outstanding balance on the credit card account has become due and payable.
- (c) Any reasonable amount reasonably incurred or expended by ANZ in exercising its rights in relation to the credit card account arising from any default (including expenses incurred by the use of ANZ's staff and facilities) are enforcement expenses and become immediately payable by the account holder. ANZ may debit the credit card account for such amounts without notice.
- (d) Upon payment to ANZ, in accordance with this condition, of all amounts owing on the credit card account, the agreement governing the operation of the credit card account will be terminated without the need for any further notice.

(30) Cancellation by ANZ

- (a) Credit cards remain the property of ANZ at all times.
- (b) ANZ reserves the right to cancel a credit card at any time without prior notice and will 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.

- (c) If the credit card account has a credit balance when the credit card account is closed, ANZ will send the account holder a bank cheque for the closing credit balance of the account (unless those funds have been remitted as unclaimed money in accordance with the law).
- (d) Examples of when ANZ may cancel a credit card include, without limitation, where a credit card has not been activated within 6 months of the date of the Letter of Offer relating to that credit card or where ANZ believes the use of the credit card account will cause loss to you or ANZ. This is not an exhaustive list of when ANZ may cancel a credit card and is a guide only.

(31) Cancellation by you

- (a) The account holder may close the credit card account at any time by making a telephone request to ANZ for closure of the credit card account. If the credit card account is closed, all credit cards issued in relation to that credit card account will also be cancelled.
- (b) The account holder may request ANZ to cancel any credit card linked to the credit card account (including any additional card) at any time by telephone. ANZ will only cancel the credit 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. If the credit card account is one for which both an American Express credit card and a Visa credit card has been issued for use, cancelling one card will result in the automatic cancellation of the other. Both the American Express credit card and Visa credit card must be returned 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 credit card account has a credit balance when the credit card account is closed, ANZ will send the account holder a bank cheque for the closing credit balance of the account (unless those funds have been remitted as unclaimed money in accordance with the law).

(32) What happens when a credit card has been cancelled?

(32.1) When a credit card has been cancelled

- (a) When ANZ cancels a credit card or ANZ receives instructions from you to cancel a credit card:

- (i) ANZ will write to confirm cancellation details with the account holder; and
- (ii) the credit 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 credit card (including every additional card) and of the credit card account until all credit 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 credit card account in accordance with any recurring transaction request or other standing authority or any other authorised link to the credit card account from another credit card issued to you by ANZ, an ANZ Access Card or ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Phone Banking until the request or authority is cancelled in accordance with the credit card contract; and
 - (iii) must continue to make payments to the credit card account in accordance with the credit card contract.
- (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 (11) for other important information regarding recurring transactions and other standing authorities.

Changes to these Conditions of Use and the Letter of Offer

(33) Variation of the credit card contract

ANZ may at any time:

- (a) Change the annual percentage rate;
- (b) Change the way in which interest is calculated or applied;
- (c) Change the amount, frequency, time for repayment or the method of calculation of repayments;
- (d) Change credit fees and charges or introduce new credit fees and charges;
- (e) Change any other term of the credit card contract;
- (f) Reduce the credit limit;
- (g) Reduce the amount of cash advance that may be debited to your account;

(h) Refuse the authorisation of further transactions.

Notice will be given to the account holder of the changes referred to in Clauses 33(a) to (e) as set out below. Unless you are in default, notice will be given to the account holder of the changes referred to in clauses 33(f) to (h) as soon as practicable after the action referred to in those clauses is taken. This clause is subject to any requirements under the Electronic Banking Conditions of Use, contained in Part B.

Examples of when ANZ may reduce the credit limit include, without limitation, where a customer is in default under the credit card contract and ANZ elects, at its option, not to cancel the credit card; where the credit card account is an inactive account; or where ANZ believes the size of the existing credit limit will cause loss to you or ANZ. This is not an exhaustive list of when ANZ may reduce the credit limit on a credit card and is a guide only.

(33.1) Annual percentage rate changes

(a) ANZ will notify the account holder of an increase in the annual percentage rate(s) no later than the day on which the increase takes effect by:

- (i) a notice on, or with a statement of account; or
- (ii) an advertisement in a newspaper(s) circulating in your State or Territory.

(b) If ANZ notifies the account holder by press advertisement it will confirm the increase before or when the next statement of account is sent after the increase has taken effect.

(c) Where ANZ reduces the annual percentage rate(s) ANZ will notify the account holder before or when the next statement of account is sent after the change takes effect.

(33.2) Changes to the way in which interest is calculated or applied

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

(33.3) Repayment changes

(a) ANZ will notify the account holder in writing at least 30 days before a change takes effect if ANZ changes the amount, frequency, time for payment of or the method of calculation of repayments.

(b) However, where the change reduces the obligations of the account holder or extends the time for payment under this credit card contract ANZ will notify the account holder before or when the next statement of account is sent after the change takes effect.

(33.4) Changes to credit fees and charges

(a) If ANZ increases the amount of a credit fee or charge, or changes the frequency or time for payment of a credit fee or charge ANZ will give the account holder at least 30 days written notice before the change takes effect. This notice may be given by an advertisement in a newspaper circulating in your State or Territory. If ANZ notifies the account holder by a press advertisement it will confirm the change before or when the next statement of account is sent after the change takes effect.

(b) If ANZ reduces or abolishes a credit fee or charge or extends the time for payment of a credit fee or charge ANZ will notify the account holder before or when the next statement of account is sent after the change takes effect.

(c) If ANZ introduces a new credit fee or charge ANZ will, at least 30 days before the new credit fee or charge is introduced, notify the account holder in writing of the change.

(33.5) Other changes made by ANZ

For all other changes ANZ makes to the credit card contract, not elsewhere covered in this clause, ANZ will give the account holder written notice of the change at least 30 days before the change takes effect, unless the change reduces the account holder's obligations or extends time for payments. In this case, ANZ will give the account holder particulars of the change by advertisement in the national or local media, or in writing to you no later than the day on which the change takes effect.

(33.6) Other changes made by agreement

Any change to this credit card contract other than a change made by ANZ in accordance with Clauses (33) and (33.1) to (33.5) cannot be made except by agreement by the account holder and ANZ.

(33.7) What happens when ANZ refuses to authorise transactions?

(a) If ANZ refuses to authorise transactions under Clause 33(h), and you are in default, ANZ will not advise you of this in writing and the credit card must not be used until all outstanding payments have been made and/or your account has been brought back within the credit limit.

ANZ will otherwise write to advise you how you can reinstate your card.

- (b) The account holder:
 - (i) is responsible for any transactions debited to the credit card in accordance with any recurring transaction request or other standing authority or any other authorised link to the credit card account from another credit card issued to you by ANZ, an ANZ Access Card or ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Phone Banking until the request or authority is cancelled in accordance with the credit card contract; and
 - (ii) must continue to make payments to the credit card account in accordance with the credit card contract.
- (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 (11) for other important information regarding recurring transactions and other standing authorities.

Privacy and confidentiality

(34) Privacy

When you deal with Australia and New Zealand Banking Group Limited (“ANZ”), ANZ is likely to collect and use some of your personal information. ANZ explains below when and how ANZ may collect and use your personal information.

(34.1) Collection of your personal information by ANZ

ANZ may collect your personal information:

- (a) to assist in providing information about a product or service;
- (b) to consider your request for a product or service;
- (c) to enable ANZ to provide a product or service;
- (d) to tell you about other products or services that may be of interest to you;
- (e) to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of a product or service;
- (f) to perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, and market or customer satisfaction research);
- (g) to prevent or investigate any fraud or crime (or a suspected fraud or crime); and

(h) as required by relevant laws, regulations, Codes and external payment systems.

(34.2) Absence of relevant personal 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.

(34.3) Disclosures by ANZ

Subject to our general duties of confidentiality towards our customers, ANZ may need to disclose your personal information to:

- (a) your referee(s);
- (b) credit reporting or debt collecting agencies;
- (c) an organisation that is in an arrangement or alliance with ANZ for the purpose of promoting or using their respective products or services (and any agents used by that organisation in administering such an arrangement or alliance);
- (d) any service provider ANZ engages to carry out or assist its functions and activities;
- (e) regulatory bodies, government agencies, law enforcement bodies and courts;
- (f) other parties ANZ is authorised or required by law to disclose information to;
- (g) other financial institutions (such as banks);
- (h) mortgage insurers and any reinsurer of any such mortgage insurer;
- (i) your guarantors (and intending guarantors);
- (j) any person who introduces you to ANZ;
- (k) your authorised agents or your executor, administrator or your legal representative.

(34.4) Accessing your personal information held by ANZ

Subject to the provisions of the Privacy Act, you may access your personal information at any time by asking to do so at any ANZ branch. ANZ may charge you a reasonable fee for access.

If you can show that information about you is not accurate, complete and up to date, ANZ must take reasonable steps to ensure it is accurate, complete and up to date.

(34.5) Collecting your sensitive information

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

(34.6) Where you supply an ANZ member with personal information about someone else

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

General matters

(34.7) 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.

(34.8) If you are in financial difficulty

You should inform us as soon as possible if you are in financial difficulty. If you have a credit card or other loan account with us, we will, with your agreement, try and help you overcome your difficulties with your facility, including for example, developing a repayment plan.

(35) Credit card reissue and replacement

At any time, ANZ may issue a new credit card to you, provided the account holder has not previously requested ANZ to revoke this authority. If your credit 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 credit cards are subject to the credit card contract. ANZ reserves the right not to reissue a credit card to you.

(36) Inactive accounts

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

(37) Certificate of balance

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

(38) 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 credit card account and the changed details; or
 - (iii) advising the call centre by phone on the number listed at the front of this booklet of the details of any change (change of address only).
- (b) ANZ will not accept a post office box address as a valid address for you.

(39) ANZ Employees

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

(40) ANZ's right to combine accounts

ANZ can combine the balances of two or more of the account holder's accounts, even if the accounts are not both credit card accounts or if they are held at different branches. This may happen when one of the account holder's accounts is overdrawn, overlimit or is in debit and another is in credit. This means, for example, that the credit balance in one account can be used to repay the debit balance in another account. ANZ will promptly inform the account holder if it has combined any of the account holder's accounts. ANZ does not need to give notice in advance. The account holder should not treat his or her accounts as combined unless ANZ has agreed to such an arrangement.

(41) Force majeure

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

(42) 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 Cards.
- (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.

(43) Waiver

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

(44) Reward program terms and conditions

Please note that separate terms and conditions govern any reward programs affiliated with ANZ credit cards. Please refer to those terms and conditions to find out more about the reward elements (if any) of ANZ credit cards.

(45) Chip

- (a) You must ensure the chip (if any) is protected at all times from misuse (including tampering), damage, destruction or any form of unauthorised use.
- (b) Only you can use the chip (if any) for any of the available services. Your credit card may be subject to forfeiture if the chip is used by anyone other than you.

(46) Promotional Plans terms and conditions

Please note that separate terms and conditions may govern any Promotional Plans on your credit card other than stated in this booklet. If you accept a Promotional Plan offer you should also refer to the applicable Promotional Plan terms and conditions for more information.

(47) Transfer of ANZ's rights

ANZ may, without telling you or obtaining your consent:

- assign any of its rights under this contract; and
- give information about this contract and your obligations under it to any assignee of ANZ's rights under this contract, or anyone who is considering becoming an assignee.

PART B

Electronic Banking Conditions of Use

ANZ warrants that it will comply with the requirements of the Electronic Funds Transfer Code of Conduct.

This section applies to all electronic transactions except those where your signature may also be required.

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 7 digit temporary activation number issued to activate M-Banking or TXT Banking.

'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.

'ANZ Mobile Phone Banking' means M-Banking and TXT Banking.

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

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

'Telecode' means the four to seven digit number issued to access ANZ Phone Banking and your ANZ Mobile Phone Banking Activation Code.

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 electronic transaction limit or impose new transaction limits by giving you notice. You can find out current electronic transaction limits for your accounts by calling ANZ on the relevant enquiries number listed at the front of this booklet.

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. Details can be found out at www.anz.com.

Fees and Charges for ANZ Mobile Phone Banking

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

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

Access to and use of Pay Anyone and International Services

(a) Obtaining Pay Anyone

When applying for Pay Anyone for 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 www.anz.com when you apply. Restrictions apply depending on whether you are using Pay Anyone for personal or business purposes. When applying for Pay Anyone for ANZ Mobile Phone 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 Internet Banking to be re-set or re-issued ANZ may reduce your current daily Pay Anyone limit for 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.

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

(b) Obtaining International Services

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

available through ANZ Mobile Phone Banking. The total of all Pay Anyone and International Services transfers (converted into Australian dollars) on any day cannot exceed your Pay Anyone daily transaction limit.

Access levels for ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Phone 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, transaction 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[®].

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 at the front

of 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 Pay Anyone, ANZ Online Investing, ANZ 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 use ANZ Mobile Phone 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 cardholder will be an authorised user.

Processing instructions – general

The account holder authorises ANZ to act on the instructions you enter into electronic equipment. Any electronic transaction made by you cannot be cancelled, altered or changed by you unless allowed by the applicable terms and conditions.

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 at the front of this booklet.

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

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

ANZ may notify you of any electronic transactions (instructions for which are received through ANZ Mobile Phone 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; and

- not all electronic equipment will allow you to make deposits.
- future dated transfers are not available through ANZ Mobile Phone Banking.

An immediate transfer, Pay Anyone or BPAY® 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 Melbourne time on the ANZ Business Day (or, for Pay Anyone, the Pay Anyone Processing Day) before the transaction is scheduled to occur. After this time, the instruction cannot be revoked.

Processing instructions – ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Phone Banking

Any ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Phone Banking transaction (other than a BPAY®) 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 ANZ Mobile Phone Banking will generally reflect the position of the account at that time, except for transactions not yet processed by ANZ (including uncleared cheques and unprocessed credit card transactions) or cleared cheques and direct debits processed by ANZ that day.

Processing instructions – Pay Anyone and International Services

ANZ will generally process Pay Anyone instructions:

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

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

- ANZ is not obliged to process your instructions;
- there is a technical failure; or

- there is a delay or error in accepting the instructions caused by the financial institution to which the transfer is to be made; or
- the instructions are for a transfer by way of an international draft or telegraphic draft.

Where your instruction is for a transfer by way of ANZ issuing an international draft:

- ANZ will send the draft by post to the delivery address notified by you;
- You acknowledge that it is your responsibility to forward the draft to the intended recipient.

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

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

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

Processing instructions – BPAY®

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

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

To make a BPAY® 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.

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

- any BPAY® made by you will be processed on the day you tell ANZ to make that BPAY® if ANZ receives your instructions before 6pm Melbourne time on a Banking Business Day (ANZ's cut-off time);
- BPAY® instructions received after 6pm Melbourne 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® where:

- there is a public or bank holiday on the day after you tell ANZ to make a BPAY®;
- you tell ANZ to make a BPAY® 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® 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® which has been made from your linked account which was not authorised;
- the possibility that you have been fraudulently induced to make a BPAY®; or
- any delay or mistake in processing of your BPAY®.

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

- advise you of this;
- credit your account with the amount of that BPAY®; 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® if the biller accepts credit card payment. If the biller does

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

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

Short Message Service (SMS)

If you have provided ANZ with your mobile phone number, unless you notify ANZ otherwise you agree that ANZ may send SMS messages to your nominated mobile phone. ANZ is not liable for any loss or damage you suffer as a result of any person other than you accessing those SMS messages.

Card Validity

Your card remains ANZ's property at all times.

A card must be signed immediately by the person in whose name it has been issued and must only be used within the 'valid from' and 'until end' or 'valid dates' dates shown on the card. For security reasons you must, as soon as the card expires, destroy it by cutting it (including an embedded microchip, where applicable, on the card) diagonally in half.

Lost or stolen cards, Password, PIN or Telecode

If you report that a card has been lost or stolen the card will be cancelled as soon as the report is made. You must not use the card once the report is made. If you recover the lost or stolen card, you must destroy the card by cutting it (including an embedded microchip, where applicable, 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 at the front of this booklet. If ANZ's telephone reporting service is unavailable, you must report the loss, theft or misuse to any ANZ branch. Your account terms and conditions outline how you can make a report if ANZ's telephone reporting service is unavailable or you are overseas.

Cancellation of Cards or Electronic Access

ANZ may cancel any card, CRN or electronic access at any time without prior notice as set out in Clause 30(b).

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 at the front of this booklet. ANZ may require written confirmation. The card must be cut diagonally in half (including an embedded microchip, where applicable, 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 at the front of this booklet.

Withdrawal of Electronic Access

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

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

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

Password, PIN and Telecode Security

You must keep your password, PIN and Telecode secure. Failure to do so may increase your liability for any loss.

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

You must not:

- disclose your password, PIN or Telecode to any other person;
- allow any other person to see you entering, or overhear you providing, your password, PIN or Telecode;

- record your password, PIN or Telecode on your card or on any article carried with or placed near your card that is liable to loss, theft or abuse at the same time as your card (unless your password, PIN or Telecode is reasonably disguised);

Warning: *You 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 you 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.

Unauthorised transactions

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 companies involved in networking arrangements or of merchants or their agents or employees;
- relate to any forged, faulty, expired or cancelled part of the electronic access process;
- arise from transactions that require the use of any card, password, PIN or Telecode that occur before you have received or selected the card, password, PIN or Telecode (including a reissued card, password, PIN or Telecode);
- result from the same electronic transaction being incorrectly debited a second or more subsequent time to the same account;
- result from an unauthorised transaction that occurs after you have notified ANZ that any card has been misused, lost or stolen or that the security of your password, PIN or Telecode has been breached; or
- result from an unauthorised transaction if it is clear that you have not contributed to the losses.

When the account holder is liable

If ANZ can prove on the balance of probability that you contributed to the loss arising from the unauthorised transaction:

- through your fraud;
- subject to the terms of any account services provided or referred to you by ANZ, by voluntarily disclosing a password, PIN or Telecode to anyone, including a family member or friend;
- by keeping a record of the password, PIN or Telecode (without making any reasonable attempt to disguise it):
 - (i) on the card or with the CRN;
 - (ii) on any article carried with the card or the CRN; or

(iii) which may be lost or stolen at the same time as the card or CRN;

- by using your birth date or an alphabetic code which is a recognisable part of your name as a password, PIN or Telecode; or
- by otherwise acting with extreme carelessness in failing to protect the security of your password, PIN or Telecode,
- by failing to secure your mobile phone or leaving your mobile phone logged into ANZ Mobile Phone Banking.

the account holder is liable for the actual losses which occur before ANZ is notified of the loss or disclosure of your password, PIN or Telecode.

Where you must use more than one of your passwords, PINs or Telecodes to perform an ANZ Internet Banking transaction, and you voluntarily disclose, or keep a record of, one or more of them (but not all of them) the account holder will only be liable under this clause if the disclosure or record was the dominant contributing cause of the losses.

If, after you become aware of the loss, theft or breach of the security of your password, PIN, Telecode or card, you unreasonably delay notifying ANZ, the account holder will be liable for losses incurred between:

- the time you first became aware of any of the events described above, or in the case of loss or theft of a card, should reasonably have become aware of the loss or theft; and
- the time ANZ is actually notified of the relevant event.

However, you are not liable for any loss:

- which, over a set period of time, is greater than the transaction limit for that period;
- caused by overdrawing your account or exceeding any agreed credit limit;
- where ANZ has agreed the account could not be accessed electronically; or
- as a result of conduct that ANZ expressly authorised you to engage in, or losses incurred as a result of you disclosing, recording or storing a password, PIN or Telecode in a way that is required or recommended by ANZ for the purposes of you using an account access service expressly or impliedly promoted, endorsed or authorised by ANZ.

If it is not clear whether you have 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 (unless the account is used for business purposes); or

- the actual loss at the time ANZ is notified of the loss, theft or unauthorised use of the card or that the security of the password, PIN or Telecode has been breached (but not any loss incurred on any one day* if the amount is greater than the daily transaction limit or other periodic transaction limit (if any)); or
- the balance of the account, including any pre-arranged credit from which value was transferred in the unauthorised transaction.

*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 same time zone as Melbourne, please check <http://www.australia.gov.au>.

Additional protection

Visa – Zero Liability

Subject to the section headed ‘Unauthorised Transactions’ you will not be liable for unauthorised transactions on a Visa credit card.

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

MasterCard – Zero Liability

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

Equipment Malfunction

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

However, if you were aware or should have been aware that the equipment, including your mobile phone with respect to ANZ Mobile Phone Banking 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 PC anti-virus and PC and mobile phone security measures, and those of any authorised user, to help prevent unauthorised access via ANZ Internet Banking or ANZ Mobile Banking to your transactions and linked accounts.

Liability Under the BPAY® Scheme

General

You should note that:

- if you advise ANZ that a BPAY® 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®. This should be addressed to the biller who received the BPAY®. 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® for the shortfall. If you cannot make another BPAY® 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.

ANZ’s liability

Where you use your account for personal purposes, ANZ’s liability under the BPAY® Scheme is as set out under ‘Unauthorised Transactions’.

Where you use your account for business purposes, ANZ will not be liable to you under the BPAY® Scheme except in the circumstances set out in this clause.

Bpay® Payments

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

Unauthorised Payments

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

- (i) ANZ cannot recover the amount from the person who received it within 20 Banking Business Days of ANZ attempting to do so; and

(ii) the payment was made as a result of a payment direction which did not comply with ANZ's prescribed security procedures.

Fraudulent Payments

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

Mistaken Payments

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

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

Consequential loss

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

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.

Changes to the Electronic Banking Conditions of Use

ANZ can change the Electronic Banking Conditions of Use at any time. ANZ will give you 20 days prior written notice of any changes which:

- impose or increase charges relating solely to the use of electronic equipment;
- increase your liability for losses relating to electronic transactions; or
- change your daily transaction limit or other periodical transaction limit applying to the use of electronic equipment.

Information statement

Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of yourself and your credit provider, Australia and New Zealand Banking Group Limited ABN 11 005 357522 ('ANZ'). It does not state the terms and conditions of your contract.

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

The contract

(1) How can I get details of my proposed credit contract?

ANZ must give you a pre-contractual statement containing certain information about your contract. The pre-contractual statement, and this document, must be given to you before:

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

(2) How can I get a copy of the final contract?

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

- (a) within 14 days of your written request if the original contract came into existence one year or less before your request; or
- (b) otherwise within 30 days of your written request.

(3) Can I terminate the contract?

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

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

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

(4) Can I pay my credit contract out early?

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

(5) How can I find out the payout figure?

You can write to ANZ at any time and ask for a statement of the payout figure as at any date you specify. You can also ask for details of how the amount is made up. ANZ must give you the statement within seven days after you give your request to ANZ. You may be charged a fee for the statement.

(6) Will I pay less interest if I pay out my contract early?

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

(7) Can my contract be changed by ANZ?

Yes, but only if your contract says so.

(8) Will I be told in advance if ANZ is going to make a change in the contract?

That depends on the type of change. For example:

- (a) you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper;
- (b) you get at least 20 days advance written notice for:
 - (i) a change in the way in which interest is calculated; or
 - (ii) a change in credit fees and charges; or
 - (iii) any other changes by ANZ;

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

(9) Is there anything I can do if I think my contract is unjust?

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

Insurance

(10) Do I have to take out insurance?

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

(11) Will I get details of my insurance cover?

Yes, if you have taken out consumer credit insurance and the premium is financed by ANZ. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal. You can always ask the insurer for details of your insurance contract. If you ask in writing your insurer must give you a statement containing all the provisions of the contract.

(12) If the insurer does not accept my proposal, will I be told?

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

(13) In that case, what happens to the premiums?

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

General

(14) What do I do if I cannot make a repayment?

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

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

(15) What if ANZ and I cannot agree on a suitable arrangement?

If you have been unemployed, sick or there is another good reason why you are having problems with your contract, then your contract may be able to be changed to meet your situation. You may be able to apply to the court. Contact your Government Consumer Agency or get legal advice on how to go about this. There are other people, such as financial counsellors, who may be able to help.

(16) Can ANZ take action against me?

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

(17) Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also read your contract carefully.

IF YOU HAVE ANY DOUBTS, OR WANT MORE INFORMATION, CONTACT YOUR GOVERNMENT CONSUMER AGENCY OR GET LEGAL ADVICE. PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

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