

*This product disclosure statement contains terms and conditions for the following:*

*ECU Links Account <*  
*Periodical Payments <*  
*Direct Debits <*  
*Internet Banking <*  
*Phone Banking <*  
*BPAY® <*

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This document must be read in conjunction with the ECU Links Account – Fees and Charges booklet. Together they form your Product Disclosure Statement for the above products.

Financial services provided by ANZ Australia and New Zealand Banking Group Limited  
ABN 11 005 357 522 AFSL 234527

*ECU Links Account*

*Product Disclosure Statement*

*October 2008*





## *Introduction*

Definitions of terms that are common throughout this PDS:

**ANZ** means Australia and New Zealand Banking Group Limited ABN 11 005 357 522

**Bank Fees and Charges Booklet** means the ECU Links Account – Fees and Charges Booklet, which is provided as a separate booklet and forms part of this Product Disclosure Statement.

**PDS** means this Product Disclosure Statement (which includes Bank Fees and Charges Booklet). Phrases specific to a particular section of this PDS will be defined at the beginning of the section to which they refer.

### **Understanding ANZ's products and services**

Your bank account is provided by ANZ. You should read the relevant product disclosure material that is provided to you and ask ANZ about any issues that concern you.

A detailed list of contact points is provided in section 7.

### **Application of this PDS**

If you are opening a new bank account this PDS will apply immediately.

In addition to this PDS, other terms and conditions, including those implied by law, apply. To the extent permitted by law, this PDS shall prevail in the event of any inconsistency.

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

### **Code of Banking Practice**

If you are an individual, or if you are using ANZ's products and services in connection with a small business, ANZ is bound by the Code of Banking Practice when it provides its products and services to you.

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# *1 How to open a bank account*

## **1.1 Identification**

To open any account, Federal law requires all account holders and signatories to be identified. One easy way to provide identification is to present current passport, or Current Photographic drivers Licence or a current Photographic ID Card.

## **1.2 Tax File Number**

Federal law provides that all bank 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 bank accounts, in accordance with the Privacy Act.

## **1.3 Government charges**

Government charges or duties, which are levied for bank account activity, are debited to your bank account and shown on your bank account statement. These charges may vary according to State or Territory. General information concerning any applicable government charges can be found in the Bank Fees and Charges booklet.

## **1.4 Joint bank accounts**

Where your bank account is held jointly with one or more persons, the following shall apply:

- ANZ can send you banking notices, bank statements or other documents including changes to this PDS by mailing them to any one of the bank account holders at their address shown in ANZ's records;
- If ANZ does this, you will be deemed to have received the bank notice, statement or other document the day after it is sent;
- If ANZ gives this PDS to any one of the joint bank account holders, it will be considered to have been received by all bank account holders; and
- If a bank account holder dies, ANZ will treat the balance of the bank account as owned by the surviving bank account holder(s).

## **1.5 Trust bank accounts**

Trust bank accounts can be opened by ANZ on request:

- Where one or more persons opens a bank account in which they are named as trustee for another person(s). For example a trustee bank account held by parents for children;
- By trustees under a will; or
- By trustees for clubs and other organisations.

## *2 Operating your bank account*

### **2.1 Authority for bank account operation**

At the time of opening your bank account, you nominate the persons who are authorised to operate the bank account. Except where expressly provided, ANZ can act at all times on the basis that the authorised operator or operators can act fully and effectively in all dealings, matters and transactions in respect of the bank account.

You are responsible to ANZ for all liability that is incurred as a result of operations on the bank account. If you hold your bank account jointly with one or more other persons then each of you is jointly and severally responsible to ANZ for any liability. If you wish to alter the bank account authorisation instructions then you must notify ANZ in writing.

### **2.2 ANZ Deposits**

You may make deposits to your bank account:

- By arranging an automatic deposit of your salary or other income (such as family allowance, pensions) to be paid directly into your bank account;
- In person at any ANZ branch or agency;
- At any ANZ ATM which accepts deposits, if your bank account is linked to a Debit Card;
- By arranging an electronic credit via another financial institution; and
- At another bank (although not at their ATMs). Please note that the other bank may charge a fee for this service.



## 2.3 Cheques

<p>How long does it take to clear a cheque?</p>	<p>Usually five to seven working days, however you will generally be able to draw on the funds after three working days.</p> <p>When you pay a cheque into your bank account, ANZ may allow you to draw on the cheque before it has cleared but you will be liable for the amount of the cheque if it is subsequently dishonoured.</p> <p>You can arrange for a cheque to be cleared in less than the usual time by requesting a 'special clearance.' ANZ fees apply to this service.</p>
<p>What happens to the original cheque once paid?</p>	<p>For cheques drawn on ANZ and paid prior to 1 October 2005, ANZ will keep a copy of the cheque for seven years but will destroy the original.</p> <p>For cheques drawn on ANZ and paid on or after 1 October 2005, ANZ will destroy the original cheque but keep a copy of the cheque for:</p> <ul style="list-style-type: none"><li>• 13 months, if the cheque amounts to less than \$200; or</li><li>• seven years, if the cheque amounts to \$200 or more.</li></ul>
<p>What if the cheque is dishonoured after I have drawn on the funds?</p>	<p>ANZ will debit your bank account by the amount of the cheque and may also charge you a fee.</p>
<p>'Crossed' cheques</p>	<p>A cheque with two parallel lines across it is a crossed cheque. When you cross a cheque, you are telling the bank that the cheque must be paid into a bank account with a financial institution and not cashed.</p>

<p>'Not negotiable' cheques</p>	<p>The words 'Not Negotiable' between two parallel lines protects the true owner of a lost or stolen cheque. They ensure that the recipient of a cheque obtains no better rights to the cheque than the person who passed the cheque.</p> <p>For example, if your cheque has been stolen and passed by the thief to an innocent person, you will be able to recover the amount paid on your cheque from the innocent person (or the thief if they are found) – this is because the thief had no right to the cheque and therefore passed no rights to the innocent person.</p>
<p>'Account payee only'</p>	<p>If you write these words on a cheque, you are directing the bank collecting the cheque to only pay the cheque into the account of the person named on the cheque.</p>
<p>'Or bearer' and 'or order'</p>	<p>The words 'or bearer' mean that a bank may pay the cheque to whomever is in possession of the cheque, not only the person named on the cheque. If you delete these words, the cheque becomes an 'or order' cheque.</p> <p>A cheque payable 'to order' means that if the payee wants to transfer the cheque to another person, they must first sign the back of the cheque. You must delete the words 'or bearer' and replace them with 'or order' to make the cheque an 'or order' cheque.</p>
<p>Third Party Cheques</p>	<p>If you present a cheque which is payable to someone else or it appears to belong to someone else (third party cheque), ANZ may, in its discretion, refuse to accept that cheque for deposit or refuse to cash it or may require you to comply with some conditions before ANZ will accept that cheque for deposit or cash it.</p>

<p>When may a cheque be dishonoured?</p>	<p>At ANZ's discretion, a cheque may be dishonoured where:</p> <ul style="list-style-type: none"> <li>• there are insufficient funds in the bank account of the drawer;</li> <li>• the cheque is unsigned;</li> <li>• the cheque is more than 15 months old;</li> <li>• the cheque is future dated;</li> <li>• the cheque has been materially altered and the alteration has not been signed;</li> <li>• there is a legal impediment to payment;</li> <li>• the cheque has been stopped; or</li> <li>• the paying bank has been notified of the mental incapacity, bankruptcy or death of the drawer.</li> </ul> <p>ANZ may charge a dishonour fee.</p>
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## Bank cheques

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

Bank cheques can be purchased and a fee is charged.

A bank may dishonour a bank cheque if:

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

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

## **2.4 Withdrawing or transferring money from your account**

Unless otherwise noted, you may withdraw money from your bank account (provided your bank account contains sufficient funds):

- Over the counter at any ANZ branch;
- Via electronic debit, for example direct debit or, from 1 May 2005, Periodical Payment;
- If your bank account is linked to a Debit Card issued by ANZ:
  - Over the counter at any branch;
  - Via ANZ ATMs;
  - Via ATMs of associated institutions;
  - Via EFTPOS terminals;
  - Via Phone Banking; and
  - Via Internet Banking

ANZ may allow you to make withdrawals or debits from your bank account in other ways. If ANZ does, it can impose further terms and conditions for those withdrawals or debit arrangements. If you wish to make a withdrawal at an ANZ branch, ANZ may require you to provide satisfactory identification and may impose a daily limit on the amount that you withdraw.

Please Note: If you make a withdrawal or balance enquiry at another financial institution's ATM within Australia, that financial institution charges ANZ for providing you with that service. A fee will be charged to your bank account for these transactions. These transactions do not count toward your fee free withdrawal limits.

## **2.5 Stopping or altering payments for Direct Debits and Periodical Payments**

A direct debit is a debit from your transaction bank account that you arrange through a merchant or other service provider.

A periodical payment is a debit from your account, which you instruct ANZ to make to the account of another person or business.

You can:

- Arrange for a direct debit or a periodical payment to be stopped if you notify ANZ in writing before the payment is made. A Stop Payment fee may be charged for this service;
- Arrange for payment of a direct debit or a periodical payment to be altered if you notify ANZ in writing at least two banking days before the payment is made; or
- Cancel a direct debit request or a periodical payment facility at any time by notifying ANZ in writing.

### **Speed is important**

You may notify ANZ initially by telephone. This may temporarily stop your direct debit or periodical payment until you send written instructions.

ANZ may charge you a fee for cancelling a direct debit or periodical payment.

## **2.6 Crediting of withdrawals and deposits**

Generally, any transaction made on your bank account will be processed to your bank account on the same day provided it is made before the following times:

- 4pm Melbourne time Monday to Friday (excluding national public holidays) for withdrawals or deposits at ANZ ATMs (or ATMs of associated financial institutions) or EFTPOS transactions;
- 10pm Melbourne time Monday to Friday (excluding national public holidays) for funds transfers made through Phone Banking or Internet Banking; and
- 6pm Sydney time on Banking Business Days (as defined in section 6 'Electronic Banking Conditions of Use') when using BPAY®.

Any transaction made after these cut-off times may be processed on the following Banking Business Day.

Cash deposits at ANZ ATMs may take one to two Banking Business Days to clear. Cheque deposits at ANZ ATMs may take five to seven Banking Business days to clear.

If your periodical payment request falls on a non-business day, your payment will be made on the next business day

following the payment date, unless you request otherwise. If a deposit is made at another bank or financial institution, there may be a delay of several days before your account is credited with your deposit.

A dishonour fee is also charged if you authorise a third party to direct debit your bank account and payment is not made because there are insufficient cleared funds in your bank account.

A Non-Payment fee is charged if you have authorised a periodical payment that is not made because there are insufficient cleared funds in your account.

## 2.7 Changes to Bank fees and charges, interest rates and this PDS

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

	Minimum number of days notice	Method of notice
Introduce a new ANZ fee or charge	30 days	In writing
Increase an ANZ existing fee or charge	30 days	In writing or by press advertisement
Change the method by which interest is calculated or the frequency with which interest is debited or credited	30 days	In writing or by press advertisement
Change the ANZ interest rate	Day of change	In writing or by press advertisement
Change any other term or condition, the name of interest rates, accounts or publications	Day of change	In writing or by press advertisement

ANZ may make the following changes:

## **2.8 ANZ Interest**

Details of current interest rates applicable to your bank account are available at the website named in Section 7 – Contact Information.

## **2.9 ANZ Credit interest calculations**

Interest will be calculated on the daily closing balance of your bank account. The daily interest rate is the annual interest rate divided by the number of calendar days in the year.

Accounts that have a tiered rate of interest will earn different rates of interest depending on the balance of your bank account. If the balance in your bank account is above a certain level, then a higher rate of interest will be paid on the whole balance.

## **2.10 Provision of Credit**

ANZ does not agree to provide any credit in respect of your bank account without prior written agreement. It is a condition of your bank account that you must not overdraw your bank account without prior arrangements being made and agreed with ANZ.

If you request a withdrawal or payment from your bank account, which would overdraw your bank account, ANZ may, in its discretion, allow the withdrawal or payment to be made on the following terms:

- Interest will be charged on the overdrawn amount at the ANZ Retail Index Rate plus a margin (refer to the Bank Fees and Charges Booklet for details);
- An Honour Fee may be charged for agreeing to honour the transaction which resulted in the overdrawn amount (refer to the Bank Fees and Charges Booklet for details);
- The overdrawn amount, any interest on that amount and the Honour Fee will be debited to your bank account; and
- You must repay the overdrawn amount and pay any accrued interest on that amount and the Honour Fee within seven days of the overdrawn amount being debited to your bank account.

You should inform ANZ as soon as possible if you are in financial difficulty.

## **2.11 Bank Statements**

ANZ will issue bank statements for your bank account at least once every six months and more often if either you or ANZ require. A fee will be charged if you require multiple bank statements or duplicate copies of bank statements.

You must carefully review your bank statements so you are aware of the status of your bank account. If you believe there are errors or unauthorised transactions shown on your statement, you must contact ANZ as soon as possible.

## **2.12 Privacy and confidentiality**

### **ANZ's collection, use and disclosure of personal information**

When you deal with ANZ, it is likely to collect and use some of your personal information. ANZ explains below when and how it may collect and use your personal information.

### **Collection of your personal information**

ANZ may collect your personal information:

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



## **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.

## **Disclosures by ANZ**

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

- Your referee(s)
- Credit reporting or debt collection agencies;
- 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);
- Any service provider ANZ engages to carry out or assist its functions and activities;
- Regulatory bodies, government agencies, law enforcement bodies and courts;
- Other parties ANZ is authorised or required by law to disclose information to;
- Other financial institutions (such as banks);
- Any person who introduces you to ANZ;
- Your authorised agents or your executor, administrator or your legal representative.

## **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 by contacting ANZ at the address mentioned in this booklet. 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.

## **Collecting your sensitive information**

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

## **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 clause so that they may understand the manner in which their personal information may be used or disclosed by ANZ in connection with your dealings with ANZ.

### **2.13 Inactive bank accounts**

If you do not operate your bank account for seven years and there is \$500 or more in your bank account, ANZ is required by law to send your money to the Government as unclaimed money.

### **2.14 Disruption to service**

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

This disclaimer of liability does not apply to electronic banking transactions (see section 6 about the conditions which apply to those transactions). This disclaimer is in addition to, and does not restrict, any other provisions contained in these terms and conditions that limit ANZ's liability.

### **2.15 If you are in financial difficulty**

You should inform ANZ as soon as possible if you are in financial difficulty. ANZ will, with your agreement, try and help you overcome your difficulties, including for example, developing a repayment plan.

## 2.16 Problem 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 ANZ on 1800 805 154, or send a letter to ANZ National Customer Liaison via:

**Mail:** 100 Queen Street, Melbourne VIC 3000

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

**Fax:** +61 3 9273 4061.

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 National Customer Liaison, 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, independent review of more difficult complaints to help achieve a prompt solution.

Contact details:

**ANZ Customer Advocate**

**Level 13 / 100 Queen Street**

**Melbourne VIC 3000**

**Tel: +61 3 9273 6523**

**Email: [customeradvocate@anz.com](mailto: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.

### **Australian Banking and Financial Services Ombudsman Limited**

GPO Box 3A

Melbourne VIC 3001

Telephone: 1300 780 808

Fax: +61 3 9613 7345

Internet: <http://www.abio.org.au/>

### **2.17 Anti Money Laundering**

You agree that ANZ may delay, block or refuse to process any transaction without incurring any liability if ANZ suspects that:

the transaction may breach any laws or regulations in Australia or any other country.

the transaction 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

the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

You must provide all information to ANZ which ANZ reasonably requires in order to manage money-laundering or terrorism-financing and economic and trade sanctions risk or to comply with any laws or regulations in Australia or any other country. You agree that ANZ may disclose any information concerning you to any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere.

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.

You declare and undertake to ANZ that the proceeding of any transaction by ANZ in accordance with the Customers instructions will not breach any laws or regulations in Australia or any other country.

## ***3 Electronic Banking***

### **3.1 Electronic Banking**

Please refer to the Electronic Banking Conditions of Use if you conduct electronic transactions on your bank account.

### **3.2 EFTPOS**

EFTPOS is Electronic Funds Transfer at Point of Sale. This retail facility allows you to debit the cost of your purchase to selected bank accounts. Depending on the retailer, you may also be able to withdraw cash.

### **3.3 MAESTRO and CIRRUS**

MAESTRO and CIRRUS are international EFTPOS and ATM networks, which enable customers to access available funds in their bank accounts by using their Debit Card while overseas.

### **3.4 Bank Fees and Charges, MAESTRO and CIRRUS**

Transaction bank fees and Overseas Transaction Fees apply for the use of CIRRUS ATMs and MAESTRO EFTPOS overseas. If the amount of the transaction is more than your available balance (including any approved overdraft limit), the transaction may be rejected and no fees will be charged. At overseas CIRRUS ATMs, you cannot use your Debit Card to make deposits or transfer funds between linked bank accounts.

### **3.5 Surcharging, MAESTRO and CIRRUS**

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

### **3.6 Exchange Rates and Conversion, MAESTRO and CIRRUS**

All transactions will be processed through MasterCard International Incorporated using conversion rates set in accordance with its rules.

- Transactions in United States Dollars will be converted into Australian Dollars as at the date they are processed by ANZ in Australia.
- Transactions in other currencies will be converted into United States Dollars as at the date they are processed in the United States by MasterCard International Incorporated, and then further converted to Australian Dollars on the same date.

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

### **3.7 Daily withdrawal limit**

Unless you have made arrangements with ANZ for an increased limit, your combined ATM, EFTPOS, MAESTRO and CIRRUS daily withdrawal limit is A\$1,000 per Debit Card. This means you can use your Debit Card to withdraw a total of A\$1,000 per day from the bank account(s) to which it is linked, provided your bank account(s) contain sufficient funds. In the event of a system failure, the daily withdrawal limit is A\$200.

### **3.8 Lost and stolen Debit Card and PIN within Australia**

If your Debit Card or PIN is lost or stolen, or if your PIN has become known to someone else, you must notify ANZ as soon as possible. The best way to minimise your liability is to contact ANZ by telephone. The emergency telephone numbers are listed in this PDS.

An ATM Debit Card replacement fee applies for replacement of a Debit Card except if damaged (and returned to us) or stolen and a copy of a police report is provided.

### **3.9 Lost and stolen Debit Card and PIN while overseas**

If your Debit Card or PIN is lost or stolen, or if your PIN has become known to someone else, you must notify ANZ as soon as possible. The best way to minimise your liability is to contact ANZ by telephone. The emergency telephone numbers are listed in this PDS.

ANZ cannot issue you with an emergency replacement Debit Card and PIN until you return to Australia. An ATM Debit Card replacement fee applies for replacement of a Debit Card except if damaged (and the Debit Card is returned to us) or stolen and a copy of a police report is provided.

## ***4 Other things you need to know***

### **4.1 Change of name and address by signatories**

You should notify ANZ promptly of any changes to your bank account details. ANZ will not be responsible for any errors or losses associated with bank account changes where ANZ have not received prior notice.

### **4.2 ANZ's right to combine bank accounts**

ANZ can combine the balances of two or more of your bank accounts, even if the bank accounts are at different branches or in joint names. This may happen when one of your bank accounts is overdrawn or is in debit and another is in credit. This means that the credit balance in one bank account can be used to repay to ANZ the debit balance in another bank account. ANZ will promptly inform you if it has combined any of your bank accounts. ANZ need not notify you in advance. You should not treat your bank accounts as combined unless ANZ has agreed to such an arrangement.

### **4.3 Closing your bank account**

You or any other authorised person can close your bank account at any time upon request to ANZ at the address shown in this booklet.

The credit balance of your bank account plus deposit interest, if any, less any accrued bank account bank fees and government charges applicable to the closing date, will be paid to you. Monthly bank fees will apply even though

the bank account has been open for only part of a calendar month. If the bank account is holding uncleared funds at the time of your request to close the bank account, these will not be released until the funds are cleared.

If your bank account is in debit, the balance plus any accrued debit interest, bank fees and government charges applicable to the closing date will be payable by you to ANZ.

Any Debit Cards that operate the bank account must be returned to ANZ upon closure of the bank account. If your bank account has either a nil or debit balance, and there have been no transactions (except for government charges and bank fees) on the bank account for more than three months, then ANZ may close your bank account. ANZ may exercise its discretion to close a bank account due to unsatisfactory conduct or for any other reason it considers appropriate. In this event, ANZ will notify you in writing at the address shown on its records and will forward a bank cheque for the net credit balance of the bank account.



## *5 Bank Fees and Charges*

Your bank account is subject to specific bank account related fees and charges. Other general bank fees and charges may also apply to your bank account for other services or bank account activity.

If ANZ fails to collect a fee to which it is entitled, ANZ has not waived its right to collect the fee for future transactions of the same nature. ANZ may waive bank fees under certain conditions.

For information about:

- specific bank account fees and charges (including the types of transactions you can make, monthly withdrawal quotas and specific fee amounts);
- fee exemptions; and
- fee concession criteria;

please refer to the Bank Fees and Charges Booklet.

For information about other general fees and charges, please refer to the 'ANZ Personal Banking General Fees and Charges' booklet. This booklet is available from any ANZ branch or online at the website address listed in Section 7 – Contact Information.

## *6 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.

### **Definitions**

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

**'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.

**'PIN'** means personal identification number and includes an action number.

**‘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 that enables communications to be sent to or from ANZ as part of Internet Banking.

**‘Telecode’** means the five digit number issued to access Phone Banking.

## **Transaction limits**

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

ANZ may change any electronic transaction limit or impose new transaction limits by giving you notice. Please contact ANZ to find out current electronic transaction limits for your bank accounts.

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

You can use Internet Banking to make transactions on your linked bank accounts, as set out in this PDS. You can also use Internet Banking to purchase and order a range of financial services and products.

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

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

When applying for Pay Anyone, you must request a Pay Anyone daily limit, which is subject to approval by ANZ. The options for the daily limits will be provided to you at the time of application. Restrictions apply depending on whether you are using Pay Anyone for personal or business purposes.

If you require your password for Pay Anyone to be re-set or re-issued ANZ may reduce your current daily Pay Anyone limit. You will need to re-apply if you wish to reinstate that limit.

Please allow sufficient time for the change to be made before you attempt to use the higher daily transfer limit.

You can increase or decrease your daily transfer limit by applying through Internet Banking.

## (b) Obtaining International Services access

You can apply for International Services after you have been granted Pay Anyone access.

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 Phone Banking and Internet Banking

Only the bank account holder or bank account signatories can select an access level. The bank account holder or bank account signatories may authorise another person (an 'authorised user') to operate the bank account and that person may have a different access level to the bank account holder. The bank account holder is responsible for the operation of the bank account by the authorised user within that user's level of access.

The bank account holder or bank account signatories may cancel or change any access level by notifying ANZ either by sending a written request to ANZ, or by calling ANZ General Enquiries on the phone number listed in Section 7. ANZ may require written confirmation of any phone request. ANZ may take several days to process this change.

The table below shows the activities that bank account holders can access through Phone and/or Internet Banking dependent on their access level.

Access Levels	Activities that bank account holders can access through Phone Banking/Internet Banking activity						
	Bank Account Balance Information	Transaction History	Order Deposit book	Transfer between Bank Accounts (deposits only)	BPAY®	BPAY® View	Withdrawals (transfer between, A/C & Pay Anyone & International Services)
All transactions	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Transaction history details and BPAY® only	Yes	Yes	Yes	No	Yes	No	No
Transaction history details & deposits only	Yes	Yes	Yes	Yes	No	No	No
Deposit Only	No	No	No	Yes	No	No	No
Transaction history details only	Yes	Yes	No	No	No	No	No

Account holders aged 12 to 16 years, adults who have a joint account with account holders aged 12 to 16 years and account signatories to accounts held by customers aged 12 to 16 years may only have restricted access levels for ANZ Phone Banking and Internet Banking.

Authorised users, regardless of their level of access, cannot access Pay Anyone, International Services, or use Securemail to change any of the bank account holder's bank account or other personal details. However, all authorised users can use Internet Banking to change their own profile, access their own Securemail and select and change their own password.

### **Processing instructions - general**

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

If you make a cash withdrawal from a bank 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 General Enquiries on the phone number listed in Section 7.

If you make a deposit of funds to a bank 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 bank 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 bank 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.

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.

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 Internet Banking before midnight Sydney time on the 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 – Phone Banking and Internet Banking**

Any Phone Banking or Internet Banking transaction (other than a BPAY®) will generally be processed to your bank 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.

Bank account information accessed using Phone Banking or Internet Banking will generally reflect the position of the bank account at that time, except for transactions not yet processed by ANZ (including uncleared cheques) 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 6.00pm Melbourne time on a Pay Anyone Processing Day;
- for 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 are not responsible for) when, or if, the payee's financial institution processes your instructions or the bank 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 bank account.

## 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 bank account that 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 us:

- your CRN and password or Telecode;
- the biller code from the bill;
- your customer reference number (eg. your bank account number) with that biller;
- the amount you want to pay; and
- the bank 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 bank 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. Contact ANZ for more information on available limits.

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 Sydney time on a Banking Business Day;
- BPAY® instructions received after 6pm Sydney time on a Banking Business Day, or on a day that is not a Banking Business Day, will be processed on the next Banking Business Day.

A delay may occur in processing a BPAY® 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 bank account records carefully and tell ANZ as soon as possible if you become aware of:

- a BPAY® which has been made from your linked bank 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 bank 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.

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.



## **Debit Card validity**

Your Debit Card remains ANZ's property at all times.

A Debit Card must be signed immediately by the person in whose name it has been issued and must only be used within the 'valid from' and 'until end' dates shown on the Debit Card. For security reasons you must, as soon as the Debit Card expires, destroy it by cutting diagonally in half.

## **Lost or stolen Debit Cards, password, PIN or Telecode**

If you report that a Debit Card has been lost or stolen the Debit Card will be cancelled as soon as the report is made. You must not use the Debit Card once the report is made. If you recover the lost or stolen Debit Card, you must destroy the Debit Card by cutting it diagonally in half and return it to ANZ 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 Debit Card to you) immediately you become aware or suspect that your password, username, PIN, CRN or Telecode is disclosed or used without your authority, or lost. You must not then continue to use your password, username, PIN, CRN or Telecode. ANZ will cancel it and arrange for you to select a new username, password, PIN or Telecode, or to be provided with a new CRN.

The best way to make the report is to call ANZ on the telephone numbers listed in this PDS. If ANZ's telephone reporting service is unavailable, you must report the loss, theft or misuse to any of ANZ's branches. Your bank 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 Debit Cards or electronic access**

ANZ may cancel any Debit Card, CRN or electronic access:

- without prior notice if:
  - ANZ believes that use of the Debit Card or electronic access may cause loss to the bank account holder or to ANZ;
  - the bank account is an inactive bank account;
  - all the bank accounts which the Debit Card may access have been closed;

- the bank account has been overdrawn, or you have exceeded your agreed credit limit; or
- on giving you not less than three months written notice.

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

The bank account holder may cancel a Debit Card at any time by sending ANZ a written request or by calling ANZ on the relevant number listed in this booklet. ANZ may require written confirmation. The Debit Card must be cut diagonally in half and returned to ANZ.

You can request ANZ to de-register you from Internet Banking at any time by Securemail or by calling ANZ.

### **Withdrawal of electronic access**

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

- electronic equipment malfunctions or is otherwise unavailable for use;
- a merchant refuses to accept your Debit Card;
- any one of the bank accounts is overdrawn or will become overdrawn, or is otherwise considered out of order by ANZ;
- ANZ believes your access to bank accounts through electronic equipment may cause loss to the bank 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 bank accounts which you may access using Phone Banking or Internet Banking have been closed or are inactive; or
- 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 bank 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 that is a recognisable part of your name as a password, or select a Telecode, which has five 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 Debit Card or on any article carried with or placed near your Debit Card that is liable to loss, theft or abuse at the same time as your Debit Card (unless your password, PIN or Telecode is reasonably disguised);

**Warning:** *You should avoid accessing 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 Phone Banking through the customer enquiry number as listed in Section 7: General Enquiries.*

To assist you, ANZ publishes security guidelines. Please contact ANZ for a copy of the current guidelines.

## Unauthorised transactions

### (a) When ANZ is liable

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

- are caused by the fraudulent or negligent conduct of ANZ 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 Debit Card, password, PIN or Telecode that occur before you have received or selected the Debit Card, password, PIN or Telecode (including a reissued Debit Card, password, PIN or Telecode);
- result from the same electronic transaction being incorrectly debited a second or more subsequent time to the same bank account;
- result from an unauthorised transaction that occurs after you have notified ANZ that any Debit 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.

#### **(b) When the bank 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;
- 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 Debit Card or with the CRN;
  - (ii) on any article carried with the Debit Card or the CRN; or
  - (iii) which may be lost or stolen at the same time as the Debit 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,

the bank account holder is liable for the actual losses that 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 Internet Banking transaction, and you voluntarily disclose or keep a record of one or more of them (but not all of them) the bank 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 Debit Card, you unreasonably delay notifying ANZ, the bank 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 Debit 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 bank account or exceeding any agreed credit limit;
- where ANZ has agreed the bank 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 a bank 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 bank account holder is liable for the least of:

- \$150 (unless the bank 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 Debit 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 bank account, including any pre-arranged credit from which value was transferred in the unauthorised transaction.

### **Equipment malfunction**

ANZ is responsible to the bank 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 was unavailable for use or malfunctioning, ANZ's responsibility will be limited to correcting errors in the bank account and refunding any charges or bank fees imposed as a result.

You are solely responsible for your own PC anti-virus and security measures and those of any authorised user to help prevent unauthorised access via Internet Banking to your transactions and linked bank accounts.

## **Liability Under the BPAY® Scheme**

### **(a) General**

You should note that:

- If you advise ANZ that a BPAY® made from a linked bank account is unauthorised, you should first give ANZ your written consent to obtain from the biller information about your linked bank 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 for any reason you cannot make a BPAY® for the shortfall, you can ask ANZ to arrange for a reversal of the initial payment and you can make a second payment for the correct amount. If you discover that the amount you instructed ANZ to pay was more than the amount you needed to pay, you can ask ANZ to request a reversal of the initial payment from the biller on your behalf, and if this occurs, you can make a second payment for the correct amount.

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

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

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

### **Unauthorised payments**

If a BPAY® 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 bank 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 that did not comply with ANZ's prescribed security procedures.

### **Fraudulent payments**

If a BPAY<sup>®</sup> is induced by the fraud of a person involved in the BPAY<sup>®</sup> 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<sup>®</sup> 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<sup>®</sup> has been made to a person, or for an amount, which is not in accordance with your instructions (if any), and your bank account was debited for the amount of that payment, ANZ will credit that amount to your bank 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.

### **(c) Consequential loss**

ANZ is not liable for any consequential loss or damage you suffer as a result of using the BPAY<sup>®</sup> 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.



#### **(d) 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.

## *7 ANZ Contact Information*

### **ANZ Postal Address**

ANZ Banking Partnership Fulfilment Team  
TPC SA  
1st floor, 118 Franklin Street  
Adelaide SA 5000

### **Website**

[www.anz.com/eculinks](http://www.anz.com/eculinks)

### **ANZ General Enquiries**

Phone 1300 556 084  
+61 3 8646 8490 for international callers  
from 8am to 8pm, Monday to Friday

### **Reporting lost or stolen Debit Cards, suspected unauthorised transactions or divulged passwords**

Phone 1800 033 844 or  
+61 3 9683 7043 for international callers  
24 hours a day, 7 days a week.

### **Internet Banking**

For assistance with technical problems with Internet Banking including password resets:  
Phone 1300 366 992  
International callers +61 3 8699 6978

### **ANZ Locations**

To locate ANZ branches and ATMs please visit [www.anz.com/eculinks](http://www.anz.com/eculinks) or call ANZ on 1300 556 084 8am to 8pm, Monday to Friday.



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

