# ANZ Business Reloadable Card (with ATM access)

PRODUCT DISCLOSURE STATEMENT | 09.06.14



# **ANZ Contact Details**

#### Postal address

Locked Bag 35006 Collins Street West, Vic, 8007 Australia

#### Cardholder enquiries

ANZ Cards
1800 773 720 in Australia
+61 (0)3 8699 6937 outside of Australia
Hearing and speech impaired customers can utilise
the TTY (telephone typewriter) service by calling
1300 366 255 within Australia.

Email prepaidcards@anz.com

SMS Enquiries +61 (0) 417 555 883

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# Product Disclosure Statement – ANZ Business Reloadable Card (with ATM access)

This Product Disclosure Statement ("PDS") sets out the Terms and Conditions for the operation and use of the ANZ Business Reloadable Card (with ATM access) ("the Card"). It is important that you read and understand this PDS.

The information in this PDS does not take into account your personal needs and financial circumstances and you should consider whether it is appropriate for you.

We recommend you read this Product Disclosure Statement before acquiring the Card. The Card will have been Activated by the Controlling Entity or an authorised ANZ employee. If the Card has not been Activated, you will need to contact the Controlling Entity or an authorised ANZ employee.

The Card is an electronic reloadable prepaid card. Value Load can only be placed on the Card by the Controlling Entity. You can then use the Card to access its Available Balance anywhere in the world where Visa is accepted electronically. Some merchants in Australia may not accept the Card. This is not a credit or charge card and the Card balance does not earn interest.

The Card is issued by Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) (AFSL 234527).

This PDS is dated March 2013.

# **Definitions**

- "Acquire / Acquisition" Acquisition of the Card is undertaken when you sign the Card; log into the Website to set your username, select a new Password and Secret Code; or do anything else we describe as indicating your acceptance of these Terms and Conditions.
- "Activate / Activation" Activation of the Card is undertaken by the Controlling Entity or an authorised ANZ employee and occurs when the Card is loaded with funds for the first time.
- "ANZ" means Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) (AFSL 234527).
- "ATM" means an automated teller machine that accepts Visa branded cards for cash withdrawals.
- "Available Balance" means the monetary value (denominated in AUD) recorded by us as available for transactions using the Card, less any purchases, authorisations, cash withdrawals, fees and charges or other amounts debited under these Terms and Conditions.
- "Card" means the ANZ Business Reloadable Card (with ATM access).
- "Controlling Entity" The organisation that orders, loads funds onto and provides the Card to you.
- "Customer Assistance" means 1800 773 720 and any additional or replacement phone number or numbers we notify to you as customer assistance numbers for the purposes of these Terms and Conditions from time to time.
- "Extreme Carelessness" means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.
- "IVR Number" means 1800 773 720 and any additional or replacement phone number or numbers we notify to you as IVR (interactive voice response) numbers for the purposes of these Terms and Conditions from time to time.
- "Limit" means \$999.99 (AUD).
- "Negative Balance" means a negative rather than positive Available Balance, arising because the debits on the Card exceed the Available Balance.

- "One Time Password" means the 8 characters/ digits printed on the welcome letter the Card is attached to.
- "Password" means the characters/digits you use to access your Card information online.
- "PIN" means the Card's personal identification number for use at ATMs and POS.
- "POS" means Point of Sale where the Card is accepted.
- "Secret Code" means the digits used to verify you when you call us.
- "Security Requirement" has the meaning given to that term in these Terms and Conditions.
- "Transaction" means a transaction to which the ePayments Code applies.
- "Terms and Conditions" means these terms and conditions.
- "Value Load" means the loading of funds available for transactions using the Card.
- "we/us/our" means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 and includes any agent or processor used by ANZ in relation to the Card.
- "Website" means anz.com/prepaidcards and any additional or replacement website we notify to you as the website for the purposes of these Terms and Conditions from time to time.
- "you/your" means the person who has been (or is to be) issued with the Card.

The singular includes the plural and vice versa.

References to days, times or periods of time in these Terms and Conditions are reckoned according to Australian (Eastern) time or, when relevant, to Melbourne Australia Time.

# Scope of agreement

Australia and New Zealand Banking Group Limited ABN 11 005 357 522 is the issuer of the Card.

No merchant or Controlling Entity has any authority on our behalf to:

- tell you anything about the Card that is inconsistent with the information in this PDS;
- give you financial advice in relation to the Card (that is, a recommendation or statement of opinion intended or that could be reasonably regarded as being intended to influence you in making a decision) about the Card; or
- do anything else on our behalf other than provide you with the Card or load value onto the Card.

We are an authorised deposit-taking institution and the holder of Australian Financial Services licence no. 234527.

ANZ is bound by the Code of Banking Practice when it provides its products and services to you.

ANZ is a subscriber to the ePayments Code. ANZ warrants that, for as long as we remain a subscriber to the ePayments Code, we will comply with it in our dealings with you relating to the Card.

ANZ can be contacted at: Locked Bag 35006 Collins Street West, Vic, 8007 Australia

Phone: 1800 773 720 in Australia

# Introduction

When you first log in at the Website you will be required to enter the Card number, the last three digits on the back of the Card (next to the signature panel) and the One Time Password. You will then be instructed to set a username and select a new Password and a Secret Code. The Secret Code is used to identify you in the event you call us.

#### Do Not:

 Select a Password that is easily identifiable or based on personal information, such as a birth date, or is a sequential number, such as 11112222 or 1234567. It must be at least 6 characters long.

- Negligently disclose your Password.
- Keep any record of your Password on or with your card, or in any other place.
- Disclose your Password to any other person, including family or bank staff.

The Card is activated by the Controlling Entity or an authorised ANZ employee prior to being issued. By signing the Card or logging into the Website and registering the Card, setting a username and selecting a new Password and Secret Code (or doing anything else we describe as indicating your acceptance of these Terms and Conditions) or using the Card, you accept these Terms and Conditions governing Card use, and you:

- Acknowledge that you have been given a copy of the Product Disclosure Statement (PDS) in which these Terms and Conditions are included;
- Acknowledge and agree to the information and disclosures contained in the PDS; and
- Agree that you are financially responsible for all uses of the Card.

## The Card

You may only hold one Card.

The Card can be loaded with funds up to the Limit and can be used to:

 purchase goods and services from merchants who accept Visa Prepaid cards (electronic transactions only).

Some merchants in Australia may not accept the Card.

Purchases can be made in-store, online, over the phone, nationally, and overseas;

- withdraw cash at ANZ ATMs and participating Visa and financial institution ATMs around the world where Visa is accepted;
- reload funds up to the Limit (done by the Controlling Entity); and
- access only the Available Balance that has been loaded onto the Card.

# **Fees and Charges**

Fees and charges related to the Card are detailed below.

3.0% of AUD amount of the transaction.
\$2.95
No Charge
\$0.50
\$4.00

<sup>\*</sup> You will not be charged the Live Operator fee when you raise a complaint, dispute a transaction or start a chargeback on the Card or request your Password to be reset.

# Fee Structure

SMS fee, charged when ANZ sends the Available Balance or last five transactions to the mobile phone registered to your Card	\$0.25
Non-ANZ ATM fee (Australia), fee charged by ANZ for using a non-ANZ ATM. Other fees may be charged by the operator of the ATM	No Charge
Non-ANZ ATM Fee (International), fee charged by ANZ for using a non-ANZ ATM overseas. Other fees may be charged by the operator of the ATM	\$5.00
ANZ ATM Fee (International)	No Charge
Electronic Statements	No Charge
Paper Statements	Not Available
Lost or stolen Card replacement fee	\$5.00
Card Reissue fee	\$5.00
Card Closure fee	\$5.00

Unless stated otherwise all fees occur at the time of the provision of the service or at the time of the transactions.

All fees and charges are expressed in Australian dollars and are inclusive of any applicable GST.

By using the Card, you agree to pay us the fees and charges provided in these Terms and Conditions.

Whenever any of those fees and charges is incurred, you authorise us to deduct it from the Available Balance and reduce the Available Balance accordingly.

# Activating and using the Card

- The Card will need to be Activated by the Controlling Entity or an authorised ANZ employee prior to first use.
- The Card can be used anywhere Visa prepaid cards are accepted to pay for goods and services electronically, including online purchase transactions.
- Some merchants in Australia may not accept the Card. For a list of these merchants, visit the Website.
- You may use the Card as often as you like provided that you do not exceed the Available Balance and the expiry date for the Card has not passed.
- If you circumvent the Negative Balance prevention controls in place on the Card and make a transaction that results in a Negative Balance, you will be liable for any Negative Balance, along with any costs or interest we incur in recovering or attempting to recover from you the amount you owe us.
- We may restrict or stop the use of the Card if we believe there are suspicious activities.
- You cannot stop payment on any transaction after it has been completed.

- 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 Card for the amount initially debited for the transaction.
- You should notify ANZ immediately of a disputed transaction. Visa operating rules impose time limits after the expiry of which ANZ is not able to reverse a transaction. The maximum time limit generally applicable is 75 days after the disputed transaction but some time limits are longer. In some cases where the ePayments Code applies, the time limits may not apply.
   If you do not notify ANZ in time, ANZ may be unable to investigate your claim in which case you will be liable for the transaction. It is your responsibility to review your transaction history. ANZ is not responsible for any loss to you if you do not ask ANZ to reverse a transaction within an
- You may start a chargeback process either online under your Card log in, or via Customer Assistance, at no charge. All updates on the progress of your chargeback will be added to your transaction history.

applicable time limit.

- If you are entitled to a refund for any reason relating to a Card transaction, you agree to accept the refund under the policy of that specific merchant. Refunds may be in the form of a credit to the Card, cash refund or in store credit. If the Card has expired or has been revoked then this may not be possible.
- We are not liable in any way when authorisation is declined for any particular transaction regardless of reason.

- The Card may be used at ANZ ATMs and ATMs that accept Visa cards. ATM transaction fees and charges will apply to ANZ ATMs and non-ANZ ATMs as set out by ANZ. These are in addition to any ATM operator fees that vary by ATM operator. All ATM fees and charges will be automatically debited against the Available Balance. After the amount available on your Card has been exhausted or if there are insufficient funds, ATM transactions will be declined.
- You are responsible for all transactions using the Card. If you permit someone else to use the Card, you will be responsible for any transactions initiated by that person with the Card.
- You may not make pre-authorised regular payments from your Card through the use of the Card.
- After 6 months of inactivity on the Card with an Available Balance at or below \$0.00 the Card will be closed.
- The Controlling Entity may, at any time, ask for the Card to be returned to them, close the Card or remove funds from the Card.

# Value Loads, Available Balance & limits

- Only the Controlling Entity can load value onto the Card.
- The maximum Available Balance that can be loaded to your Card, and the maximum Value Load that can be loaded at any one time are as follows:

Maximum Available Balance	\$999.99
Maximum single Value Load (as long as it does not cause Available Balance to exceed the Limit)	\$999.99
Maximum total Value Load during any period of 30 days	\$5,000
Maximum total Value Load during any period of 12 months	\$50,000

# Using your Card where the merchant or financial institution accepting the Card processes its transactions outside Australia

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.

# Foreign transactions

- The Available Balance is in Australian dollars.
- Transactions made in a currency other than Australian dollars will be subject to an Overseas Transaction fee.
- Transactions made in Australian dollars with merchants that process transactions outside Australia will be subject to an Overseas Transaction fee.

# **Example of Overseas Transaction fee**

### Suppose:

- You purchase goods from a merchant located in the USA (either in person or over the internet) to the value of US\$200
- Visa's current exchange rate at the time is \$1.00
   US = \$1.34 AUD
- The AUD amount is U\$\$200.00 x \$1.34 = AUD\$268.00
- The Overseas Transaction Fee is therefore \$268.00 x 3% = AUD\$8.04.

The Australian dollar amount of the transaction is calculated according to Visa's prevailing exchange rate.

# **Card usage limitations**

- · The following limitations apply to the Card:
  - When buying petrol, you must pay for the petrol purchase at the petrol station counter and not at the pump (automated fuel dispenser).
  - The Card may not be used for, and authorisation may be declined for, any illegal transactions.
     Authorisation may be declined for gambling transactions.
  - Some merchants in Australia may not accept the Card.
  - When using the Card with some merchants (such as hotels, rental cars, restaurants, cruise ships), Card "tolerance limits" may apply. This means that ANZ may obtain an authorisation or approval on the Card for an amount up to 15% or more than the total bill (or anticipated bill) to cover additional items such as tips and incidentals or to ensure that adequate funds are available to cover the final purchase. The entire amount of the authorisation or approval will be shown as a reduction in your Available Balance, although only the amount actually spent or authorised will be finally deducted from the Available Balance after the authorisation or approval clears.
- Periodic transaction limits apply as follows:
  - ATM withdrawals in a 24 hour period are limited to the lower of \$500.00 (AUD) or any withdrawal limits set by the individual ATM operator.
- The Card cannot be used to obtain cash over the counter at a financial institution or merchant.

# **Security of Card and PIN**

- You will be required to log into the Website to select your PIN.
- You may change the PIN online at the Website.
- If you forget your PIN, log into the Website for information on selecting a new PIN.
- Should an incorrect PIN be entered three times at an ATM or POS the PIN will be blocked and no further attempts can be made for 24 hours (even after a new PIN has been set). You will need to log into the Website and select a new PIN.

 Should the Card be retained by any ATM, the Card is deemed to be lost or stolen and hence cannot be recovered. In that event, you will need to immediately, either, use the Website to change the status of your Card to lost or stolen or contact Customer Assistance, in which case the Live Operator fee will not apply, and arrange to be issued with a new Card. The lost or stolen Card replacement fee will apply.

#### You must keep your Card secure

- The security of your Card is very important. If you fail to observe the following security requirements you may increase your liability for any unauthorised use of the Card.
- You must sign the back of your Card immediately upon receipt.
- On the expiry date destroy your Card by cutting it (including any chip on the Card) diagonally in half.
- Do not let anyone else use your Card.
- Take reasonable steps to protect your Card from loss or theft.
- If your Card is lost or stolen or your Card details (for example, the number or expiry date of your Card) have been used by someone else without your authority, immediately log into the Website (at no charge) to change the status of your Card to lost or stolen, or call Customer Assistance on 1800 773 720, at no charge (internationally on +61(0)386996937). When the Card is replaced, the Lost or stolen Card replacement fee of \$5.00 is deducted from your Available Balance.
- Once you have reported your Card as lost or stolen (either by logging into the Website to change the status of your Card to lost or stolen, or calling Customer Assistance), you must not use the Card. For example, if the status of your Card has been changed to lost or stolen and you find it after making the report, you must not use the Card. You must destroy the Card by cutting it (including any chip on the Card) diagonally in half.
- You 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 us. If you have contributed to the loss by

unreasonably delaying reporting to us the loss or theft of your Card or the unauthorised use of the Card details, you may be liable for transactions for which you did not give authority (including mail and telephone order transactions and internet transactions).

- If we issue you with a new Card, a lost or stolen Card replacement fee of \$5.00 is deducted from your Available Balance, and we will transfer the remaining balance and any processed transactions on the closed Card to your new Card. These Terms and Conditions will apply to your new Card.
- The new Card will be sent to the address supplied by you when you registered your details to the Card. Replacement Cards cannot be sent to an overseas address.

#### You must keep your PIN secure.

 Failure to do so may increase your liability for any loss.

**Warning:** You must not use your birth date as your PIN or select a PIN which has sequential numbers, for example, '1234' or where all numbers are the same, for example, '1111'. If you do, you may be liable for any loss suffered from an unauthorised transaction.

#### You must not:

- voluntarily disclose your PIN to anyone, including a family member or friend;
- write or record your PIN on a card, or keep a record
  of your PIN on anything carried with the card or
  liable to loss or theft at the same time as the card,
  unless you make a reasonable attempt to protect
  the security of your PIN;
- keep a written record of your PIN required to perform transactions on one or more articles liable to be lost or stolen at the same time, without making a reasonable attempt to protect the security your PIN;
- select a numeric PIN that represents your birth date;
- otherwise act with extreme carelessness in failing to protect the security of you PIN. (each a 'Security Requirement').
- To assist you, we publish security guidelines.
   A copy of the current guidelines is available at anz.com.

# Liability for Unauthorised Transactions

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

#### (a) When ANZ is liable

ANZ will be liable for losses incurred by you that:

- are caused by the fraudulent or negligent conduct of ANZ's employees or agents or third parties involved in networking arrangements, or of merchants or their agents or employees;
- are caused by a Card, Card number or PIN which is forged, faulty, expired or cancelled;
- are caused by a transaction that requires the use of the Card or PIN that occurred before you received or selected the Card, or PIN (including a reissued Card or PIN);
- are caused by a transaction being incorrectly debited a second or subsequent times to the same Card;
- an unauthorised transaction that occurs after you have notified ANZ that the Card has been misused, lost or stolen or that the security of a PIN has been breached;
- arises from an unauthorised transaction that can be made using the Card number without a PIN or Card. Where a transaction can be made using a Card, or a Card and an Card number, but does not require a PIN you will be liable only if you unreasonably delay reporting the loss or theft of the Card:
- arise from an unauthorised transaction if it is clear that you have not contributed to the losses; or
- occur while our process for reporting unauthorised transactions, loss, theft or misuse of a Card or breach of a Security Requirement is unavailable, provided that a report is made within a reasonable time of the process again becoming generally available.

#### (b) When you are liable

If we can prove on the balance of probability that you have contributed to the loss arising from an

unauthorised transaction through fraud or through breaching a Security Requirement:

- you are liable in full for the actual losses that occur before ANZ is notified of the loss, theft or misuse of the Card or breach of a Security Requirement, but
- · you will not be liable for a portion of the losses:
  - incurred in any period that exceed any applicable periodic transaction limit;
  - that exceed the Available Balance of the Card.

You are liable for losses arising from unauthorised transactions that occur because you contributed to the losses by leaving a Card in an ANZ ATM.

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

- the time when you became aware of the security compromise, or in the case of a lost or stolen Card, should reasonably have become aware; and
- the time we were notified of the security compromise, however, you will not be liable for that portion of the losses:
- incurred in any period that exceeds any applicable periodic transaction limit;
- that exceeds the Available Balance on the Card.

If it is not clear whether you have contributed to the loss caused by an unauthorised transaction and where a PIN was required to perform the unauthorised transaction, the Card holder is liable for the least of:

- \$150 or a lower figure determined by ANZ;
- the Available Balance of the Card;or
- the actual loss at the time ANZ is notified of the misuse, loss or theft of a Card or breach of a Security Requirement (but not that portion of the loss incurred on any one day\* which is greater than the periodic transaction limit (if any)); or

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

#### **Equipment malfunction**

We are responsible to you for any loss caused by the failure of a system or equipment to complete a transaction that was accepted in accordance with your instructions. However, if you were aware or should reasonably have been aware that the system or equipment was unavailable for use or malfunctioning, ANZ's responsibility will be limited to correcting errors and refunding any charges or fees imposed as a result.

# **Zero Liability**

Subject to the section headed 'Liability for Unauthorised Transactions' you will not be liable for Unauthorised Transaction on a Visa Prepaid card.

# **Transaction history**

- By using the Card you acknowledge that you
  will not receive paper statements. An electronic
  statement will be issued for the Card every six
  months or, on your request, quarterly. The
  statement may be viewed online on the Website.
- If you have provided us with your email address via the Website, you be notified by email of a statement being made available.
- You must carefully check your statements. If you
  think there are mistakes or unauthorised or
  disputed transactions shown on your statement,
  contact us as soon as possible on 1800 773 720. We
  may request you to provide additional written
  information concerning any error (or possible
  error) and you must comply with that request.
- You may check the Available Balance and Card's transaction history 24 hours a day 7 days a week:
  - At the Website (at no charge);
  - by phoning Customer Assistance, in which case the Live Operator fee of \$4.00 per call will apply;
  - by phoning the automated service via the IVR, you will be able to hear your Available Balance and the last 10 transactions for the fee of \$0.50 per call; or

 if you provided your mobile phone number when you first logged in at the Website, by sending a request to +61 (0)417 555 883, you may obtain either your Card's Available Balance or last five transactions via SMS at a fee of \$0.25 per request.

# **Card expiry**

- · The Card is valid until the expiry date shown on it.
- The Card cannot be used after expiry.
- At expiry, we will reissue your Card with the Available Balance (less Card Reissue fee) to the address last provided to us by you. If the Available Balance is less than the Card Reissue fee, your Card will not be reissued and the remaining balance will be forfeited and retained by us.

## Card revocation and cancellation

- We may revoke the Card at any time without notice.
   If we ask you to, you must surrender or destroy the revoked Card and you must not use the revoked Card. When you surrender the Card, you must give us your correct name and contact address.
- You may ask for the Card to be cancelled at any time. If you ask for the Card to be cancelled and we ask you to, you must surrender or destroy the cancelled Card and you must not use the cancelled Card.
- On the revocation or cancellation of the Card, we will pay the Available Balance to you (less Card closure fee) when:
  - we are satisfied that there are no un-cancelled or unexpired authorisations or approvals on the Card;
  - we are satisfied that there are no further amounts that we will be debiting, or that we anticipate debiting, against the Available Balance;
  - if we require it, we have received the surrendered or cancelled Card from you; and
  - you give us instructions, on any form we require, for the payment of the Available Balance.
- The Controlling Entity may, at any time, ask for the Card to be returned to them, close the Card or remove funds from the Card.

## Liabilities and disclaimers

- We are not liable for losses that incurred that:
  - occur when through no fault of our own, the Available Balance is not enough to cover a transaction;
  - result from a terminal or system not working properly;
  - arise when circumstances beyond our control prevent a transaction, despite any reasonable precautions having been taken by us;
  - result from any failure occurs due to events outside our reasonable control;
  - relate to any system failure or industrial dispute occurs;
  - relate to any ATM refusing to or being unable to accept the Card;
  - relate to the way in which any refusal to accept the Card is communicated;
  - relate to any indirect, special or consequential losses;
  - result from any infringement by you of any currency laws in the country where the Card is issued or used;
  - relate to any dispute between you and the supplier of any goods or services purchased with the Card;
  - relate to our taking any action required by any government, federal or state law or regulation or court order; or
  - relate to anything specifically excluded or limited elsewhere in these Terms and Conditions.
- Liability for Unauthorised Transactions will be determined as set out under the heading "Liability for Unauthorised Transactions".
- All conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by applicable laws and regulations.
- Any failure or delay to enforce a term of these Terms and Conditions does not mean a waiver of them.

# **Risks and Benefits of this Product**

#### Risks

- Unauthorised transactions, the Card is lost or stolen or the PIN number is revealed to an unauthorised person.
- Unintended transactions can happen if electronic equipment with which the Card is being used is operated incorrectly or incorrect details are input.
- You might not be able to get your money back if unauthorised or unintended transactions occur.

#### **Benefits**

- The Card can be used at over 29,000,000 Visa locations across the world where Visa cards are accepted electronically. Some merchants in Australia may not accept the Card.
- The Card can be used for cash withdrawals at ATMs that accept Visa cards.
- The Card is reloadable.

# Queries and complaints, and dispute resolution

For queries about the Card, call ANZ through Customer Assistance within Australia on 1800 773 720, or +61(0)386996937 internationally.

If we make a mistake or our service doesn't meet your expectations, we want to know. For the fastest possible resolution to your complaint call us on 1800 805 154 within Australia (hearing and speech impaired customers can utilise the TTY (telephone typewriter) service by calling 1300 366 255 within Australia)

or

Send a letter to ANZ Customer Response Centre via:

- Mail: Locked Bag 4050
   South Melbourne VIC 3205;
- Email: YourFeedback@anz.com; or
- Fax: 1800 269 030.

Most often we will be able to solve the problem on the spot. If it can't be resolved promptly our specialist complaints team, ANZ Customer Response Centre, will take responsibility and work with you to fix the matter quickly. Our aim is to resolve the complaint within 48 hours and within a maximum of 5 working days. If this is not possible, we will keep you informed on the progress of your matter and how long we expect 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 833 Collins Street Docklands VIC 3008 Tel: +61 (0) 3 8654 1000

Email: customeradvocate@anz.com

#### Financial Services Dispute Resolution Schemes

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

Financial Ombudsman Service GPO Box 3 Melbourne VIC 3001 Telephone: 1300 780 808

Fax: +61 (0)3 9613 6399

Internet: http://www.fos.org.au/

# **Privacy and confidentiality**

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

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

#### Collection, use and disclosure of information

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

- to assist in providing information about a product or service;
- to consider your request for a product or service;

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

#### Absence of relevant information

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

#### Information required by law etc.

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

#### Providing your information to others

ANZ may provide your information to:

 any related entity of ANZ which may use the information to: carry out ANZ's functions and activities; promote its own products and services; assess your application for one of its products or services; manage your product or service; perform administrative and operational tasks (including debt recovery); or comply with regulatory requirements and prudential standards;

- an organisation that is in an arrangement with ANZ to jointly offer products and/or has an alliance with ANZ to share information for marketing purposes (and any of its outsourced service providers or agents), to enable them or ANZ to: provide you with products or services; and/or promote a product or service;
- any agent, contractor or service provider ANZ engages to carry out or assist its functions and activities (for example, mailing houses or debt collection agencies);
- an organisation that assists ANZ to identify, prevent or investigate fraud, unlawful activity or misconduct;
- regulatory bodies, government agencies, law enforcement bodies and courts;
- other parties ANZ is authorised or required by law or court/tribunal order to disclose information to;
- participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
- other credit providers;
- mortgage insurers and any reinsurer of any such mortgage insurer;
- your guarantors (and intending guarantors) and any person who has provided security for your loan;
- any person who introduces you to ANZ;
- your referee(s);
- your employer;
- your joint borrower(s) or account holder(s); and
- your adviser; your authorised agents; your executor, administrator or trustee in bankruptcy; your legal representative; your attorney; or anyone acting for you in connection with your account.

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

ANZ may disclose information to recipients (including service providers and ANZ's related entities) which are

(1) located outside Australia and/or (2) not established in or do not carry on business in Australia. You can find details about the location of these recipients in ANZ's Privacy Policy and at www.anz.com/privacy.

#### **Credit Reporting**

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

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

#### **ANZ Privacy Policy**

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

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

## Collecting sensitive information

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

# Personal information you provide about someone else

If you give 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.

# Anti Money Laundering and Sanctions

- You agree ANZ may, in its sole and absolute discretion:
  - (a) delay, block or refuse to process any transaction: or
  - (b) refuse to perform anyone or more of its obligations under this agreement, without incurring any liability, if ANZ suspects, for any reason, that:
  - (c) an action it is required or requested to take under this agreement;
  - (d) its involvement in any transaction that is any way connected with this agreement; or
  - (e) its performance of any service for any person in connection with this agreement; might in any way cause ANZ:
  - (f) to breach any law, regulation or other legal prohibition of any place or jurisdiction (including a foreign place or jurisdiction);
  - (g) to deal in any way with any person (natural, corporate or governmental) that is sanctioned, or is connected in any way to any person that is sanctioned, under economic and trade sanctions imposed by the United Nations, the European Union or any country;
  - (h) to breach any sanction of any kind imposed by any country (including any sanction that supports a decision or resolution of the United Nations Security Council);
  - (i) to deal in any way with any person (natural, corporate or governmental) that has been listed or named by any government, or independent authority (such as the United Nations or the European Union), as a person who is in any way suspected of being involved (or potentially involved) in terrorism or in any activities connected with terrorism; or
  - (j) to be involved (whether directly or indirectly) in any transaction which involves the proceeds of unlawful conduct or which involves proceeds which might be applied for the purposes of unlawful conduct.

The circumstances listed in paragraphs (f) to (j) above are collectively described as unlawful acts.

- You must provide all information to ANZ which ANZ reasonably requires in order:
  - (a) to manage anti-money laundering, counterterrorism financing and economic and trade sanctions risk;
  - (b) to comply with any laws, regulations, or other prohibitions that may be applicable to ANZ with respect any transaction, requested action or obligation applicable to ANZ; or
  - (c) to avoid involvement in any unlawful act.
- You warrant and undertake to ANZ that you will not request ANZ to take any action, or to perform any obligation, in connection with this agreement that might cause ANZ to be involved in any unlawful act on the part of ANZ. Should you become aware that ANZ might become involved in an unlawful act in connection with this agreement, you must immediately tell ANZ of the fact or circumstance that might cause ANZ to be at risk or involvement in an unlawful act. Should you become aware that ANZ has become involved in an unlawful act, as a result of its performance of any action or obligation in connection with this agreement, you must immediately tell ANZ of the facts or circumstances that has caused this to occur.
- You agree that ANZ may disclose any information concerning you to any law enforcement agency or court where required to do so under any law or regulation (including a law or regulation of a foreign place or jurisdiction).

#### Communications

- You agree that, for the purpose of communications originated or received by us or Customer Assistance or through the Website, and for the purpose of electronic communications received by us or Customer Assistance or through the Website, we or Customer Assistance:
  - may verify your identity by reference to any or all of the information given by you or any changes made to this information; and
  - may proceed on the basis that we or they are dealing with you if satisfied by that verification.

- You must notify us immediately of any change to your contact details either through the Website or by contacting Customer Assistance. You should also contact Customer Assistance if you change your name. We will not be responsible if you do not receive any notice or correspondence that has been sent in accordance with the contact details you have provided.
- We accept no responsibility or liability for late, lost or misdirected Short Message Service (SMS) messages or emails caused by inaccurate provision of personal details by you, or by system constraints or failures experienced by your email or mobile phone service providers.
- By using the Card you agree that ANZ, its subsidiaries and corporate partners may send SMS or email messages to your mobile phone or email address. We are not liable for any loss or damage you suffer as a result of any person other than you accessing those SMS messages or email messages.
- We and our alliance partners may also contact you
  to inform you of Card updates or promotions via
  your nominated postal address, email address or
  mobile number. Any communication will be in line
  with our Privacy Policy, which can be viewed in full
  on the Website. You can choose not to receive
  these communications by letting ANZ know by
  phone, via the Website or by responding with STOP
  to communication received via mobile phone.

# Changes to these Terms & Conditions

- We may change these Terms and Conditions at any time. The table below sets out how and when we will notify you of changes to these terms and conditions. You agree that we may notify you of changes by advertisement in major daily or weekend national papers.
- · We may make the following changes.

writing or by press advert

Introduce a new fee – no less than 30 days notice in writing or by press advert
Increase an existing fee or charge – no less than 30 days notice in writing or by press advert
Change any other term or condition – as soon as practicable but no later than the day on which the day on which the change takes effect in

Any changes to the terms and conditions can also be viewed on the Website.

### **Parties**

- We have the right to transfer the agreement between you and ANZ, governed by these Terms and Conditions, at any time.
- If we do this, the party to which the agreement is transferred assumes all of ANZ's rights and obligations under the agreement. From then on, references in these Terms and Conditions "we", "ANZ", "the Issuer" or "us" are to be read as references to the party to which the agreement was transferred.
- You cannot transfer any of your rights or obligations under the agreement.
- We may use service providers or agents to perform any function under the agreement and to exercise any or all of ANZ's rights.

## The Website

- Although considerable effort is expended to make the Website and any other operating communication channels available at all times, no warranty is given that these channels will be available and error free every minute of every day.
- You agree that ANZ is not responsible for temporary interruptions in service due to failure beyond its control including, but not limited to, the failure of interconnecting operating systems, computer viruses, forces of nature, labour disputes and armed conflicts.

# **Governing law**

- Any legal questions concerning these Terms and Conditions, the agreement between you and ANZ (which is governed by these Terms and Conditions) or the Card will be decided under the laws of Victoria. Australia.
- Any legal proceedings concerning these Terms and Conditions, the agreement between you and ANZ (which is governed by these Terms and Conditions) or the Card may be conducted in the courts in Victoria, Australia.

