



ANZ Business One

*Cardholder Conditions of Use
and Transit Accident Insurance*



ANZ Commercial Card Cardholder Conditions of Use

Unless you have already agreed in writing to accept these ANZ Commercial Card Cardholder Conditions of Use, your first use of the ANZ Business One Card (‘the Commercial Card’) Account will automatically indicate your agreement to the following Conditions of Use.

Definitions

For the purposes of these Conditions of Use, the following words have the following meanings. Words defined in the ANZ Commercial Card Facility Terms and Conditions will have the same meaning in these Conditions of Use unless the context requires otherwise.

‘ANZ’ means Australia and New Zealand Banking Group Limited ABN 11 005 357 522;

‘ANZ Business Day’ means any day Monday to Friday on which ANZ is open for business in at least one (1) of its branch locations in Australia;

‘Cardholder’ or **‘you’** means the person who from time to time is issued with a Commercial Card at the request of the Principal for the purpose of accessing the Principal’s Billing Account, subject to and in accordance with these ANZ Commercial Card Cardholder Conditions of Use;

‘PIN’ means the Personal Identification Number that is the code of numbers or letters which when used with a Commercial Card at an ATM, EFTPOS terminal or with other electronic equipment, will provide access to the Principal’s Billing Account;

‘Principal’ means the Principal who applied for this Commercial Card and who is responsible to ANZ for all transactions on the Principal’s Billing Account;

‘Principal’s Billing Account’ means the Principal’s ANZ Business One Card Billing Account;

‘Unauthorised Transaction’ means an ANZ Commercial Card transaction which has been processed to the Cardholder Account but was not authorised in any way by the Cardholder.

1. Commercial Card Use

1.1

You must only use your Commercial Card wholly or predominantly for or in connection with the purposes of carrying on or establishing the Principal’s trade, business or profession and not for your private or domestic use. You must not use your Commercial Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction you are in.

1.2

The Commercial Card is only valid and can only be used if you have signed it and it has not expired. The Commercial Card expires when the ‘until end’ or ‘valid to’ date shown on the Commercial Card has passed. You must destroy your Commercial Card once it expires by cutting it diagonally in half and returning it to ANZ or the Principal.

1.3

The Commercial Card will normally be honoured by financial institutions and merchants displaying the Visa logo. However, Commercial Card promotional material displayed on any premises cannot be taken as a warranty by the financial institution or merchant or any person carrying on business there that all, or any goods and services available at those premises may be purchased with the Commercial Card.

Unless required by law, ANZ does not accept any liability if any financial institution or merchant displaying the Visa logo refuses to accept or honor the Commercial Card. Nor does ANZ accept any liability for goods or services purchased with the Commercial Card. An complaints must be resolved with the merchant, bank or other financial institution as the case may be.

1.4

International use of the Commercial Card may become subject to Australian Exchange Control requirements at any time. Details of requirements, if any, may be obtained from ANZ branches upon request.

2. Commercial Cards belong to ANZ

The Commercial Card remains the property of ANZ at all times. You must return the Commercial Card to the Principal or ANZ cut diagonally in half, upon being notified of its cancellation by ANZ or the Principal.

3. Electronic Access

3.1 Password, PIN and Telecode Security

If you have been authorised by the Principal to select a Password, PIN or Telecode to access the Principal’s Billing Account using electronic equipment, you must keep those details secure. Failure to do so may increase the Principal’s liability for any loss.

Warning: *You must not use your birth date or an alphabetical code which is a recognisable part of your name as a password, or select a Telecode which has 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 card or on any article carried with or placed near your card that is liable to loss, theft or abuse at the same time as your card (unless your password, PIN or Telecode is reasonably disguised);

Warning: *You should avoid accessing ANZ Phone Banking through telephone services which record numbers dialled –*

for example hotels which do this for billing purposes. In these situations you should obtain access to ANZ Phone Banking through an ANZ customer service operator.

To assist you, ANZ publishes security guidelines. A copy of the current guidelines is available at www.anz.com.

3.2

The maximum amount of any Cash Advance available through electronic equipment and the maximum amount which can be withdrawn at any authorised Automatic Teller Machine must not exceed the amount authorised by ANZ and notified to you by the Principal from time to time.

The minimum amount for any Cash Advance on the Principal's Billing Account when using the Commercial Card is \$20.00. You may be required to produce suitable identification which identifies you as the Cardholder when requesting a Cash Advance. This amount may vary between financial institutions.

The following sections outline processing times for transactions made through facilities available on Internet Banking. You may not have access to all or some of these facilities. Please refer to Commercial Cards Service Centre on 1800 032 481 to confirm your access details.

3.3 Processing instructions - general

Where you have been authorised to access the Principal's Billing Account using electronic equipment, the Principal 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.

If you make a cash withdrawal from an account by making an electronic transaction and there is a difference between the amount of cash received and the amount shown on the receipt, you must report this to the Principal so that the Principal can report it to ANZ and to the merchant (if applicable) as soon as possible.

If you make a deposit of funds to an account by making an

electronic transaction and there is a difference between the amount recorded as having been deposited and the amount ANZ receives, the Principal will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the account.

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 ANZ Internet Banking before midnight Sydney time on the ANZ Business Day (or, for Pay Anyone, the Pay Anyone Processing Day) before the transaction is scheduled to occur. After this time, the instruction cannot be revoked.

Processing instructions – ANZ Phone Banking and ANZ Internet Banking

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

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

Processing instructions – Pay Anyone and International Services

ANZ will generally process Pay Anyone instructions:

- for immediate Pay Anyone transfers, on the day the instruction is given, if ANZ receives the instruction before 6.00pm 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 is not responsible for) when, or if, the payee's financial institution processes your instructions or the fees that financial institutions may charge to process your instructions.

Once ANZ processes your transfer instruction, ANZ is reliant on the payee's financial institution to advise whether your instructions have been successfully processed. If the

payee's financial institution advises that your transfer instruction

has not been successful, it may take a number of weeks, depending on the financial institution, to reverse the relevant withdrawal from your linked account.

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

Processing instructions – BPAY®

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

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

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

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

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

Limits apply to your use of BPAY® on both a per transaction and daily limit (per CRN) basis. Separate daily limits apply for BPAY® Tax Payments, independent of the general BPAY® limits. For more information on available limits see www.anz.com. These limits will be subject to any limits

otherwise imposed on your access to the Principal's Billing Account.

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 (ANZ's cut-off time);
- 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 account records carefully and tell ANZ as soon as possible if you become aware of:

- a BPAY[®] which has been made from your linked account which was not authorised;
- the possibility that you have been fraudulently induced to make a BPAY[®]; or
- any delay or mistake in processing of your BPAY[®].

If ANZ is advised by a biller that it cannot process your BPAY[®],

ANZ will:

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

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

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

4. Principal's Billing Account

The Principal's Billing Account is the only account approved by ANZ to be accessed by the Commercial Card.

5. Individual Monthly Card Limit

The individual monthly card limit applicable to the Commercial Card is the amount notified to you by the Principal from time to time. The outstanding aggregate of transactions must not at any time exceed the individual monthly card limit.

6. Commercial Card Cancellation

6.1

The Commercial Card can only be used until cancelled by ANZ. ANZ reserves the right to cancel the Commercial Card at any time without notice to you if ANZ believes continued use of the Commercial Card may cause a loss to either the Principal or ANZ, or if the Principal directs ANZ to cancel the Commercial Card.

When you are notified the Commercial Card has been cancelled by ANZ or the Principal, you must return the

Commercial Card cut diagonally in half to ANZ or the Principal.

In the event the Commercial Card is cancelled, you will no longer be authorised to access the Principal's Billing Account.

6.2

You and the Principal are jointly and severally liable to ANZ for any transaction arising out of use of the Commercial Card after you have been notified by ANZ or the Principal (as the case may be) of the cancellation of the Commercial Card.

7. Reporting Lost, Stolen Commercial Cards, Unauthorised Transactions

7.1

You should immediately notify the Principal or ANZ of:

- (i) any Unauthorised Transaction(s) including any unauthorised mail, internet or telephone order transaction(s); or
- (ii) the loss or theft of your Commercial Card.

You will be required to give ANZ all the information you know about how the loss or theft occurred.

Until ANZ receives notice from you or the Principal of the loss or theft of the Commercial Card, you and the Principal are jointly and severally liable for any transaction(s) arising out of the use of the Commercial Card, but liability will not exceed \$50 in respect of such Commercial Card.

7.2 Lost or stolen cards, Password, PIN or Telecode

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

You must make a report to the ANZ (and the relevant third party, if a third party issued the username, password, PIN or card to you) immediately you become aware or suspect that your password, username, PIN, CRN or Telecode is disclosed

or used without your authority, or lost. You must not then continue to use your password, username, PIN, CRN or Telecode. ANZ will cancel it and arrange for you to select a new username, password, PIN or Telecode, or to be provided with a new CRN.

The best way to make the report is to call ANZ on the telephone numbers listed at the back of this booklet. If ANZ's telephone reporting service is unavailable, you must report the loss, theft or misuse to any ANZ branch. Your account terms and conditions outline how you can make a report if ANZ's telephone reporting service is unavailable or you are overseas.

7.3

If your Commercial Card is lost or stolen outside Australia, you must notify a bank displaying the Visa logo or contact ANZ 24 hour Emergency Service on the reverse charges number (refer to the Directory of Services brochure which will be provided to you by the Principal). The liability in respect of any Commercial Card lost/stolen outside Australia is the same as for a Commercial Card lost/stolen in Australia and described in Condition 7.1.

8. Variation of these Conditions of Use

ANZ reserves the right to vary these ANZ Commercial Card Cardholder Conditions of Use from time to time by notice to the Principal in writing. It is the responsibility of the Principal to notify you of any such variation. You will be deemed to have received any notice of the variation from ANZ five (5) business days after the Principal receives the notice.

ANZ may give you notice of a variation of these ANZ Commercial Card Cardholder Conditions of Use by notice in a daily or national newspaper and such notice will be deemed effective when the notice was first published.

9. Transaction Amount Controls and Merchant Controls

9.1

Your use of the Commercial Card may be limited by the

Principal to a specified transaction amount (“the restricted amount”). The Principal will notify you of any such restriction and in this event you must not attempt to use the Commercial Card to exceed the restricted amount.

9.2

Your use of the Commercial Card may be restricted by the Principal in such a way that it may be declined at certain merchants as payment for goods and services. The Principal will notify you of any such restriction. You must not attempt to use your Commercial Card at any restricted merchant.

9.3

You and the Principal are jointly and severally liable for any transaction amount arising from your use of the card:

- (i) in breach of this condition; or
- (ii) which exceeds the Restricted Amount in the event ANZ’s electronic banking system malfunctions, or electronic equipment malfunctions, or the transaction amount is below an amount which requires a merchant to seek authorisation; or
- (iii) at a restricted merchant in the event ANZ’s electronic banking system malfunctions or electronic equipment malfunctions, or the transaction amount is below an amount which requires a merchant to seek authorisation or because a merchant category code used by other financial institution participants involved in the transaction is different to the merchant category code used by ANZ.

10. Monitoring Enquiries and Transactions

ANZ may, at its discretion, monitor enquiries or monitor transactions made over the telephone. This is done for reasons of accuracy, security or service.

11. Governing Laws

These Conditions of Use are governed by the laws of the State of Victoria and the Commonwealth of Australia.

Transit Accident Insurance

This certificate sets out the provisions of the Transit Accident Insurance cover available to ANZ Business *One* Cardholders. Subject to the following terms and conditions, this cover can provide up to \$250,000 against the accidental loss of life, limb or eyesight of a Cardholder, their Spouse and/or Dependent children while on a journey, provided the tickets for the journey were charged to an ANZ Business *One* Card. Please make sure you read this information carefully and fully understand all your rights and responsibilities.

This is your Insurance Certificate – keep it in a safe place.

This insurance is available under Policy No. 20 ANZTA01 TRA issued to Australia and New Zealand Banking Group Limited by Zurich Australian Insurance Limited.

Definitions

For the purpose of this cover:

“**ANZ**” means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 of Level 6, 100 Queen Street, Melbourne, VIC, 3000.

“**ANZ Business *One* Card**” means an ANZ credit card which at the request of the Principal has been issued to a Cardholder authorised for the purpose of operating the Principal’s Billing Account.

“**ANZ Business *One* Card Facility**” means an ANZ Business *One* Card Facility which has been opened at the request of the Principal.

“**Accident**” means any sudden and unexpected physical force, which occurs on a trip and causes an injury that is described in the “Schedule of Benefits”.

“**Accountholder**” means any ANZ customer being a business entity or corporation, who has entered into an ANZ Business *One* Facility.

“**Act of Terrorism**” means an act, including but not limited to the use of force or violence and/or the threat, of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“**Cardholder**” means an Australian or New Zealand resident who has been nominated by the Principal and issued with an ANZ Business *One* Card.

“**Dependent child/children**” means:

- › all unmarried children of a Cardholder under the age of 16 who live with the Cardholder; or
- › unmarried children of a Cardholder from the age of 16 to the age of 23 who are full-time students attending an accredited institution of higher learning in Australia, and are dependent upon the Cardholder for their maintenance and support and always live with the Cardholder or live with the Cardholder when they are not attending the accredited institution of higher learning.

“**Injury/injured**” means the loss of life or bodily injury (but not an illness or sickness);

- › caused by an accident whilst the Policy is in force; and
- › resulting independently of any other cause.

Furthermore, Injury as used with reference to hand or foot, means complete severance through or above the wrist for the hand or through or above the ankle joint for a foot and, as used with reference to eye, means permanent, irrecoverable loss of the entire sight of the eye.

“**Principal**” means the Accountholder who has applied for an ANZ Business *One* Facility subject to the ANZ Business *One* Facility Terms and Conditions.

“**Spouse**” means:

- › a married partner of the Cardholder; or
- › a de facto spouse/partner of the Cardholder with whom the Cardholder has continuously cohabited for a period of not less than 12 months at the date of the injury.

We may ask you for proof of your relationship.

“**Trip**” means:

- › a journey by the Cardholder as a paying passenger (not as a pilot, driver or crew member etc.) in a licensed plane, tourist bus, train or ferry authorised pursuant to any statute regulation, by law or the equivalent thereof for the transportation of passengers for hire. Provided that before the journey commenced the cost of the journey was charged (after 30 June 2001) to the Cardholder’s ANZ Business *One* Card; and
- › a journey by the Spouse and/or Dependent child/children as paying passengers (not as a pilot, driver or crew members etc.) in a licensed plane, tourist bus, train or ferry authorised pursuant to any statute, regulation, law or the equivalent thereof for the transportation of passengers for hire. Provided that before the journey commenced the cost of the journey was charged (after 30 June 2001) to the Cardholder’s ANZ Business *One* Card and they are accompanying the Cardholder who is on a journey.

“**Zurich**” means Zurich Australian Insurance Limited ABN 13 000 296 640, AFS Licence No: 232507 of 5 Blue Street, North Sydney, NSW, 2060.

Coverage

ANZ is not the issuer of this insurance and neither it nor any of its related corporations, guarantee any of the benefits under this Policy. This insurance is provided at no additional cost to the Accountholder and ANZ does not receive any commission, remuneration or other benefit from Zurich in relation to this insurance.

Transit Accident Insurance is a benefit offered to current ANZ Business *One* Cardholders. This cover provides certain accidental death and injury cover for Cardholders who sustain an injury while riding as a passenger (not as a pilot, driver or crew member etc.) in, or boarding or alighting a plane, tourist bus, train or ferry as outlined in this Policy. In certain circumstances the benefits also extend to the Cardholder’s Spouse and Dependent children, provided they are travelling with the Cardholder.

The cover provided, does not include benefits as prescribed under the Insurance Contracts Act 1984 and is only available when, after 30 June 2001 and before the journey commenced, the cost of the journey was charged to the Cardholder’s ANZ Business *One* Card.

There is no obligation to accept this cover. However, if a person wishes to make a claim under this Policy, they will be bound by the provisions of this Policy. Therefore please read this document carefully and keep it in a safe place and if you require advice on this cover please see your general insurance adviser. Please also keep detailed particulars, including the credit card sales receipt and the relevant ANZ Business *One* Statement/Report showing the purchase of the trip.

ANZ is not the issuer of this cover and neither ANZ nor any of its related corporations guarantee any of the benefits under this Policy. This cover is provided at no cost to the Accountholder and ANZ does not receive any commission, remuneration or other benefit from Zurich for arranging this Policy. Neither ANZ nor any of its related corporations are Authorised Representatives of Zurich or any of its related companies.

Terms and Conditions

The benefits listed under the Schedule will be paid if the Cardholder, Spouse or Dependent child/children suffer a loss as a result of an injury suffered under the circumstances specified in points 1, 2, 3 or 4 as follows:

1. The injury is sustained on a trip while riding as a passenger or boarding or alighting the plane, tourist bus, train or ferry.
2. The injury is sustained while riding as a passenger (not as a pilot, driver or crew member etc.), or boarding, or alighting from a licensed taxi or bus or hire vehicle authorised pursuant to any statute, regulation, by-law or the equivalent thereof for the transportation of passengers for hire. Provided the Cardholder, Spouse or Dependent child/children are travelling directly to or from an airport, tourist bus depot, railway station or dock, immediately preceding or following the scheduled trip.
3. When, by reason of an accident specified in 1 or 2 above, a Cardholder, Spouse or Dependent child/children are unavoidably exposed to the elements and, as a result of such exposure, suffers an injury for which indemnity is otherwise payable hereunder such loss shall be covered under the terms of this Policy.
4. If the body of the Cardholder, Spouse or Dependent child/children has not been found within one year of the date of his/her disappearance arising out of an accident which would give rise to a loss as specified in 1, 2 or 3 above, it will be presumed that the Cardholder, Spouse or Dependent child/children suffered loss of life as a result of bodily injury caused by the accident at the time of his/her disappearance.
5. A benefit payable under this Policy will be paid to the injured Cardholder or Spouse or, in the event of their death, the benefit will be paid to their legal representative(s). In the event of an injury to a Dependent child/children, the benefit will be paid to the Cardholder.

Exclusions

This Policy does not cover any loss, fatal or non-fatal, caused by or resulting from;

- › suicide or self destruction, or any attempt at suicide or self destruction, while sane or insane;
- › a hijack or war-like hostilities;
- › any Act of Terrorism;
- › radioactive contamination;
- › consequential loss or damage or punitive damages;
- › trips purchased prior to 30 June 2001; or
- › an intentional or illegal or criminal act of;
 - the Cardholder; or
 - a person acting on the Cardholder’s behalf; or

- the Cardholder’s designated beneficiary or executor(s) or administrator(s) or legal heirs or personal legal representative(s) and is not directly attributable to such loss.

Schedule of Benefits

When an accident results in any of the following injuries within one year after the date of the accident, Zurich will pay the amount shown opposite the said injury.

If a person sustains more than one injury resulting from one accident, only the Benefit Amount for the greater injury will be paid.

<i>Injury</i>	<i>Benefit Amount</i>
Loss of Life	A\$250,000
Both hands and/or both feet	A\$250,000
One hand in conjunction with one foot	A\$250,000
The entire sight of both eyes	A\$250,000
The entire sight of one eye in conjunction with one hand and/or one foot	A\$250,000
One hand or one foot	A\$125,000
The entire sight of one eye	A\$125,000

Limits on what we pay

The most Zurich will pay in claims under this Policy, that result from one accident (e.g. bus crash) is AU\$1,000,000 regardless of the number of Cardholders, Spouses and Dependent children injured in the accident.

This means that if as a result of one (1) incident a number of Cardholders, Spouses or Dependent children were injured, Zurich would pay each person on a proportional basis (using the above schedule) up to a total of AU\$1,000,000. Therefore if five (5) Cardholders lost their lives in the same bus crash, Zurich would pay AU\$200,000 to each of their legal representatives.

Claims Procedures

Zurich shall not be liable to pay any benefit unless the following procedures and requirements have been complied with.

1. Zurich does not hold or collect information about Cardholders, Spouses or Dependent Children until a claim is made. Zurich will however need personal information to assess any claim. Zurich will, in relevant cases, disclose the personal information (other than sensitive information such as health information) to ANZ, Zurich’s service providers and business partners.

Where relevant to assess the claim, Zurich will also disclose personal information including sensitive information such as health information to medical practitioners, other health professionals, reinsurers and legal representatives.

Zurich may also disclose personal information (other than sensitive information such as health information) to ANZ in order to allow ANZ to monitor the claims service Zurich provides and to ensure persons are eligible for the insurance.

If the Cardholder, Spouse or Dependent Child does not provide the requested information, the assessment of the claim may be delayed or Zurich may not accept the claim. In most cases, Zurich will give the Cardholders, Spouses or Dependent Children access to their personal information on request.

Were relevant to assess the claim, Zurich will also disclose personal information including sensitive information such as health information to medical practitioners, other health professionals, reinsurers and legal representatives.

Zurich may also disclose personal information to ANZ (other than sensitive information such as health information) in order to allow ANZ to monitor the claims service that Zurich provides and to ensure persons are eligible for this insurance.

If a claimant does not provide the requested information, the assessment of the claim may be delayed or Zurich may not accept the claim. In most cases, Zurich will give the claimant access to their personal information on request.

2. In the event of learning of an occurrence likely to result in a claim, the Cardholder (or their legal representative) must:

› Contact Zurich on 132 687 within thirty (30) days of learning of the occurrence likely to result in a claim. A written loss report may be required and if so, should be returned within thirty (30) days of receiving the loss report.

› At his or her expense, furnish all certificates, information and evidence required by Zurich and they should be in such a form and of such a nature as Zurich may reasonably prescribe. In the event of any claim being based on the death of a person Zurich may require that a post-mortem examination be conducted at its own expense.

› Give to Zurich all necessary information and assistance they may reasonably require to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which they shall or would become entitled or subrogated upon their making payment or making good any loss or damage under this Policy.

3. Zurich as a member of the Insurance Council of Australia Limited, subscribes to the General Insurance Code of Practice, which sets out standards of best practice. Therefore, if a person is unhappy with

any service issue or the settlement of a claim, they may have the matter referred to the Internal Dispute Resolution committee of Zurich. This committee consists of senior managers who will review the decision.

If the person still disagrees with Zurich's final decision, they can ask the Insurance Enquiries and Complaints Limited (IEC) ABN 23 062 284 888 (within their terms of reference) to review Zurich's decision. This is a free service provided by an independent organisation. The person is not bound by the IEC's decision. However Zurich is bound to act immediately on their decision.

Amendment or Termination of the Policy

This Policy may be amended or terminated at any time by written agreement between Zurich and ANZ. Zurich or ANZ, may also terminate this Policy at any time by giving ninety (90) days written notice of the termination to the other party.

If the Policy is amended or terminated, ANZ will take all reasonable steps to notify the Principal of the ANZ Business *One* Facility of the amendment or termination. It is the Principal's responsibility to inform each Cardholder of the amendment or termination and the Cardholder's responsibility to determine whether or not the insurance is current at the time he or she travels.

www.anz.com



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