

ANZ Personal Financial Services Terms and Conditions

ANZ Phone Banking
Effective 1 April 2002
Version 8

Postal Addresses

ANZ Cards

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

ANZ Personal Financial Services

Contact your nearest ANZ branch.

ANZ Trustees (V2 PLUS Service Centre)

GPO Box 4028
Sydney NSW 2001

or

GPO Box 389D
Melbourne VIC 3001

Customer Enquiries

ANZ Cards

During business hours
Melbourne 13 22 73

ANZ Personal Financial Services

Phone Banking Service
13 13 14

ANZ Trustees (V2 PLUS Service Centre)

13 28 33

Lost or stolen cards, suspected unauthorised transactions or divulged passwords

Freecall™* 1800 033 844
Melbourne (03) 9643 7047
(24 hours a day)

Lost, stolen or divulged passwords

For passwords used on-line, call 13 33 50

For all other passwords, call Freecall™*
1800 033 844 (24 hours a day)

*™Trademark in Australia of Telstra Corporation Limited,
ABN 33 051 775 556*

** Calls to 1800 numbers from mobile phones are not free.*

These Terms and Conditions are effective 1 April 2002.

1. About these Terms and Conditions

1.1 When these Terms and Conditions apply

These Terms and Conditions apply to ANZ Phone Banking, including use of ANZ Phone Banking to make a BPAY®. These Terms and Conditions operate with the terms and conditions applicable to the account(s) which you have nominated to be accessed by use of ANZ Phone Banking. If there is any inconsistency between these Terms and Condition and your account terms and conditions, these Terms and Conditions prevail to the extent of the inconsistency, unless otherwise provided for in these Terms and Conditions.

Other terms and conditions may also apply to your use of this service by operation of law or as a result of the Electronic Funds Transfer Code of Conduct.

It is important that you read these Terms and Conditions before you use ANZ Phone Banking. Please keep this booklet for future reference.

If you do not understand, or are unsure about, any aspect of these Terms and Conditions, do not hesitate to ask ANZ to clarify the matter for you.

1.2 When these Terms and Conditions take effect

If you have not previously used ANZ Phone Banking, any use by the account holder or an authorised user indicates acceptance of these Terms and Conditions.

The first use of ANZ Phone Banking by the account holder or an authorised user after the account holder receives these Terms and Conditions indicates acceptance of them.

1.3 EFT Code

ANZ warrants that it will comply with the requirements of the EFT Code of Conduct for the purposes of ANZ Phone Banking, where those requirements are relevant to your dealings with ANZ.

1.4 BPAY® Scheme

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 who are members of the BPAY® Scheme. 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.

2. Definitions

The following definitions apply in these Terms and Conditions, unless otherwise stated.

‘account’ means any ANZ account from or to which ANZ permits you to conduct a phone banking transaction;

‘account holder’ means the person in whose name the account has been opened and who is responsible for all transactions on the account. If an account has more than one account holder, each of them is jointly and severally responsible for the use of the account;

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

‘ANZ’s system’ means the electronic systems, communications systems and software controlled or provided by ANZ or on ANZ’s behalf to facilitate phone banking transactions;

‘authorised user’ refers to any other person authorised by the account holder to use the ANZ Phone Banking service to access and/or operate your account(s) (which includes making BPAY®) and who is approved by ANZ;

‘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 and **‘ANZ Business Day’** refers to any day from Monday to Friday on which ANZ is open for business in at least one of its branch locations in Australia. A day is not an ANZ Business Day if ANZ is closed on that day throughout Australia;

‘biller’ refers to an organisation which tells you that you can make payments to it through the BPAY® Scheme;

‘BPAY®’ refers to a payment which you make through the BPAY® Scheme to a biller;

‘BPAY Pty Ltd’ means BPAY Pty Ltd ABN 69 079 137 518 of Level 9, 20 Berry Street, North Sydney (phone: (02) 9922 3511);

‘Cardlink Services Limited’ means Cardlink Services Limited ABN 60 003 311 644, Park Road, Corner of South Parade, Auburn, NSW (ph (02) 9646 9222);

‘Customer Registration Number’ or ‘CRN’ means the ANZ Phone Banking number of either 9, 15 or 16 digits issued by ANZ to the account holder and each authorised user;

‘EFT Code of Conduct’ means the Electronic Funds Transfer Code of Conduct published by the Australian Securities and Investments Commission on 1 April 2001;

‘EFT institution’s equipment’ means any electronic equipment controlled or provided by or on behalf of an institution that subscribes to the EFT Code of Conduct and any electronic system, communications system or software controlled by or on behalf of an institution that subscribes to the EFT Code of Conduct to facilitate EFT transactions;

‘linked or linked account’ means the account(s) which you have nominated to be accessed by use of ANZ Phone Banking;

‘Password’ means a word or number, or combination of both, selected by you and advised to ANZ and used for identification purposes. Where you are an authorised user on a small business account, your password may be selected by the account holder and advised to ANZ and to you as being your password. Your Password may also be called your “Security Code”;

‘phone banking transaction’ means a phone banking transfer initiated by you by giving ANZ an instruction through electronic equipment and using an electronic access process (either directly or indirectly) to debit or credit an account, and includes the transfer of funds to or from your account through a telephone banking system;

‘phone banking transfer’ means a transfer of value to or from an account (regardless of whether the account has a debit or credit balance before or after the transfer of value);

‘Telecode’ means the 5 digit number issued by ANZ to the account holder or to an authorised user, or selected by the account holder or authorised user, to access ANZ Phone Banking; and

‘you’ means the account holder and each authorised user (**‘your’** has a corresponding meaning).

3. Levels of access and authorised users

3.1 Account Access Levels

The account holder can select the level of access for each linked account. Each linked account can have a different access level.

The level of access that is chosen for a linked account will limit your ability to conduct transactions on that account via other access methods (eg, ATMs, EFTPOS, Internet Banking and branches). For instance, if you select “Transaction History Details only” for a linked account then this will limit access to that account to “Transaction History Details only” (ie, enquiring about past transactions only) via ATMs, EFTPOS, Internet Banking and branches.

The account holder can request a change to an access level on a linked account at any time by calling ANZ on 13 13 14 (ANZ may require written confirmation of any phone request). ANZ may take several days to process this change.

3.2 Description of Levels

The levels of access are as follows.

Level of access	Description of level of access
All Transactions	Access every function within ANZ Phone Banking allowed for the linked account.
BPAY® and Transaction History Details only	<p>BPAY® from and enquire about transactions for the linked account.</p> <p>This includes: BPAY® Account Balance Information and Transaction History Details Order a cheque/ deposit book</p> <p>This excludes: Transfer funds between linked accounts</p>
Deposit and Transaction History Details only	<p>Deposit money into and enquire about transactions for the linked account.</p> <p>This includes: Transfers funds between linked accounts (deposits only) Account Balance Information and Transaction History Details Order a cheque/ deposit book</p> <p>This excludes: Transfer funds between linked accounts (withdrawals) BPAY®</p>
Deposit only	<p>Deposit funds into the linked account.</p> <p>This includes: Transfer funds between linked accounts (deposits only)</p> <p>This excludes: Transfer funds between linked accounts (withdrawals) BPAY® Account Balance Information and Transaction History Details Order a cheque/ deposit book</p>
Transaction History Details only	<p>Enquire on past transactions about the linked account, but you cannot conduct any transactions on the account.</p> <p>This includes: Account Balance Information and Transaction History Details Order a cheque/ deposit book</p> <p>This excludes: Transfer funds between linked accounts BPAY®</p>

3.3 Authorised Users

A third party can be nominated to be an authorised user by all account holders to an account. If a person is nominated as an authorised user in relation to a linked account, the account holder(s) for that account can give that person any level of access described in the table in clause 3.2. An authorised user can be given a different level of access for a linked account to the account holder's level of access for that linked account. Each authorised user must have their own CRN and Telecode.

The account holder acknowledges that:

- (a) each authorised user with “All Transactions”, “BPAY[®] and Transaction History Details only”, “Deposit and Transaction History Enquiries only” and “Deposit only” access (“transactional access”) can use ANZ Phone Banking fully as described in the respective access levels and, by using ANZ Phone Banking, can access, operate and transact on the linked account(s) in the same way that the account holder can if the account holder had that level of access (but they cannot change the account holder's profile, Password, Telecode or CRN);
- (b) each authorised user with “Transaction History Enquiries only” access can use ANZ Phone Banking to access information about your linked account(s) or order a cheque book/deposit book. Authorised users with “Transaction History Enquiries only” access cannot use ANZ Phone Banking to perform transactions on linked account(s); and
- (c) all authorised users can use ANZ Phone Banking to change their own profile and change their own Password, Telecode or CRN.

The account holder is responsible for any use of ANZ Phone Banking by an authorised user within the access levels in clause 3.2 nominated for that authorised user by the account holder(s), including all transactions performed through ANZ Phone Banking by any authorised user who has transactional access on linked account(s), as if that use were by the account holder. The account holder is also responsible for ensuring that each authorised user complies with all obligations and responsibilities imposed on authorised users in these Terms and Conditions.

The account holder may request that ANZ cancel, or change, the level of access of an authorised user at any time by notifying ANZ. This can be done by sending ANZ a written request or by calling us on 13 13 14 (ANZ may require written confirmation of any phone request).

4. *How to use ANZ Phone Banking*

ANZ Phone Banking can be used to:

- › obtain account balances, transfer funds to and from, and use BPAY[®] from, the account holder's linked ANZ Access, Cheque, Negotiator, Progress Saver, ANZ One, credit card and ANZ V2 PLUS accounts;
- › obtain account balances, transfer funds from, and use BPAY[®] from, the account holder's linked Cash Management and Business Cash Management accounts;
- › obtain account balances or transfer funds to and from the account holder's linked Home Loan Interest Saver accounts and Home Equity Loans;
- › obtain account balances or transfer funds from the account holder's linked Equity Manager Facility;
- › obtain the balance of the account holder's linked ANZ Home Loan/Facility, Business Mortgage Loan, Residential Investment Loan, Personal Loan or Fully Drawn Advance and make extra repayments to it;
- › obtain the balance of the account holder's linked ANZ Passbook, Term Deposit or Statutory Trust accounts; and
- › do all other things authorised by ANZ from time to time.

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.

5. *Access to ANZ Phone Banking*

The account holder agrees that any person who supplies ANZ with your CRN and Telecode, or your full name and Password, will be allowed access to ANZ Phone Banking and to each account nominated by the account holder to be accessed by ANZ Phone Banking.

When you or an authorised user first use ANZ Phone Banking, you will each be required to change the ANZ issued Telecode and select a new unique 5 digit number as the Telecode. You or an authorised user will also be required to do this with first use of ANZ Phone Banking after receiving a new CRN.

Warning: You must not select a Telecode which has 5 sequential numbers (for example, “12345” or where all numbers are the same (for example, “11111”), or use your birth date or an alphabetic code which is a recognisable part of your name.

6. *Security*

(a) **Your Telecode**

Your Telecode must be kept safe. The account holder must not, and must ensure that each authorised user does not, tell or let any other person know a Telecode or show a Telecode to any other person.

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.

ANZ may cancel a Telecode at any time without notice to you if ANZ believes it is being misused. ANZ must be notified immediately if a record of your Telecode is lost or stolen, or if you are aware or suspect another person knows your Telecode or has used your Telecode without authority. ANZ will then cancel the Telecode and arrange for the account holder or the authorised user (as the case may be) to select a new Telecode.

ANZ will also cancel a Telecode where you are issued a replacement CRN (for example, where your CRN is your credit card number and that card is reported lost or stolen).

(b) Your Password

Your Password must be kept safe. The account holder must not, and must ensure that each authorised user does not, tell or let any other person know a Password or show a Password to any other person other than an officer of ANZ or, where the account is a small business account, to another authorised user.

ANZ may cancel a Password at any time without notice to you if ANZ believes it is being misused and ask you (or where the account is a small business account, the account holder) to provide a new Password.

ANZ must be notified immediately if a record of your Password is lost or stolen, or if you are aware or suspect another person (other than an ANZ officer or, where the account is a small business account, an authorised user) knows your Password or has used your Password without authority. ANZ will then cancel the Password and arrange for the account holder or the authorised user (as the case may be) to select a new Password.

(c) Your Customer Registration Number

You must also notify ANZ immediately if you are aware or suspect that another person has used your CRN. ANZ will then cancel that CRN and arrange for a new CRN to be provided to the account holder or the authorised user (as the case may be).

ANZ may cancel a CRN at any time without notice to you if ANZ believes it is being misused.

(d) Keeping your details safe

Failure to keep your Telecode or Password secure may increase the account holder's liability for any unauthorised use of ANZ Phone Banking (see condition 14).

To help you keep your details secure, ANZ publishes security guidelines. A copy of the current guidelines relating to codes (including Telecodes and Passwords) is available at www.anz.com. You can also ask for a copy by calling the phone numbers at the front of this booklet. These guidelines also give you examples of what ANZ considers is **NOT** a reasonable attempt to disguise a Telecode or Password.

(e) Making reports to ANZ

The best way to make a report is to call ANZ on the phone numbers listed at the front of this booklet. When a telephone report is made, ANZ will give you a notification number (or some other form of acknowledgment of your report) which you should write down and keep as evidence of the time and date of your report.

Alternatively, or if ANZ's telephone reporting service is unavailable, you must report the loss, theft or misuse to any ANZ branch. If ANZ's notification facilities (such as the telephone numbers listed at front of this booklet) are not available, ANZ will be liable for all losses occurring as a result of your inability to notify ANZ of the loss, theft or misuse, provided that you notify ANZ within a reasonable time of ANZ's notification facilities again becoming available.

If you report that:

- › your Telecode may have become known to someone else or may have been used by someone else;
 - › your Password may have become known to someone else or may have been used by someone else (other than an ANZ officer, or where the account is a small business account, an authorised user); or
 - › another person knows or has used your CRN,
- you must not continue to use that CRN, Telecode or Password and you must change, or arrange for ANZ to change, that CRN, Telecode or Password as soon as possible.

7. *Information You Must Give Us To Make A BPAY®*

To make a BPAY® the following information must be given to ANZ (voice prompts will guide you). Once this information is provided, ANZ will treat your instructions as valid and will debit the relevant account accordingly.

(a) When entering the ANZ Phone Banking main menu:

› your CRN and Telecode.

(b) When selecting the bill payment option

- › the biller code from the bill;
- › your customer reference number – for example your account number – with that biller;
- › the amount you want to pay; and
- › the account from which you want the payment to be made.

ANZ will not be obliged to effect a BPAY® instruction if it is not made in accordance with these Terms and Conditions or if the information given is incomplete and/or inaccurate.

You cannot use BPAY® to make any single transaction in excess of \$50,000.

8. Processing instructions

(a) When instructions will be processed

Once payment instructions are made by you they cannot be stopped. You are responsible for ensuring that you authorise payment of the correct amount of money to the correct biller/account.

ANZ may delay acting upon an instruction or may ask you for further information before acting on the instruction.

Instructions will not be acted upon by ANZ when they are not permitted by the terms and conditions of your account(s) (for example, withdrawals from certain loan accounts).

When ANZ has instructions for more than one payment from your account(s) it will determine the order of priority in which payments are made.

(b) BPAY®

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

Subject to paragraph (a) above, any BPAY® made by you will be processed on the day you tell us to make that BPAY®, if ANZ receives your instructions to make that payment before 6pm Sydney time on a Banking Business Day. If ANZ receives your instructions after 6pm Sydney time on a Banking Business Day, or on a day that is not a Banking Business Day, your BPAY® will be processed on the next Banking Business Day.

A delay may occur in processing a BPAY® where:

- (i) there is a public or bank holiday on the day after you tell ANZ to make a BPAY®;
- (ii) you tell ANZ to make a BPAY® either on a day which is not a Banking Business Day or after 6pm Sydney time on a Banking Business Day; or
- (iii) 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 in processing will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

ANZ will attempt to ensure BPAY® Payments are processed promptly by billers and other participants in the BPAY® Scheme.

(c) Other transactions

Subject to paragraph (a) above, any other transaction made on your ANZ account through ANZ Phone Banking will generally be processed to your account on the same day ANZ receives your instructions, if ANZ receives your instructions before 10pm Melbourne time Monday to Friday (excluding national public holidays). Any transaction made after this time may be processed on the following Banking Business Day.

9. Deposits to accounts using ANZ Phone Banking

If you make a deposit of funds to an account by making a phone banking transaction using ANZ Phone Banking and there is a difference between the amount recorded by the equipment used to make the phone banking transaction as having been deposited and the amount actually deposited into that account, the account holder will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the account.

10. Receipts

Where you conduct a phone banking transaction using ANZ Phone Banking, ANZ will give you receipt information, including a receipt number and confirmation of the details of the transaction, by voice communication at the time of the phone banking transaction.

The receipt number will appear on the relevant account statement. You should write down and keep all receipt information for your records and check it against the information contained in your statement of account.

If you did not receive a receipt number, or want to confirm details of your transaction, please follow the prompts within ANZ Phone Banking or alternatively contact ANZ.

11. Statement of transactions

ANZ will send statements of account to the account holder at least every 6 months, or more frequently if the account holder requires, in accordance with the terms and conditions applicable to that account and any relevant legislation.

You should check your account records carefully and promptly. You should notify ANZ immediately if you:

- (i) become aware of any errors (if you have made an underpayment or overpayment by mistake using BPAY® – please see clause 15(e)), or
- (ii) did not authorise a payment that has been made from a linked account.

12. Fees and Charges

If you use ANZ Phone Banking you may incur a fee and/or a government charge. Information on fees and charges is available from ANZ at any time.

13. Access to Account Information using ANZ Phone Banking

Account information accessed using ANZ Phone Banking will generally reflect the position of the account at that time, except for transactions not yet processed by ANZ (including uncleared cheques and unprocessed credit card transactions, as well as cleared cheques and direct debits processed by ANZ that day). In addition, if you give ANZ a transfer instruction after the relevant cut-off time, the account balance may not reflect the transaction until the close of business on the next ANZ Business Day.

14. *Liability for unauthorised transactions*

This condition deals with liability for phone banking transactions that are not authorised by you. ANZ calls these transactions **unauthorised transactions**. Unauthorised transactions do not include any phone banking transactions carried out by you or by anyone performing a phone banking transaction with your knowledge and consent.

Warning: the security of ANZ Phone Banking may be able to be compromised (for example, if your Password or Telecode is lost or stolen). If this happens, ANZ Phone Banking may be used to make unauthorised transactions on an account (including an account under which ANZ makes a line of credit available to you or allows you to redraw).

14.1 **Authorised transactions**

The account holder is responsible for any phone banking transactions carried out by you or by anyone else using the account holder's ANZ Phone Banking service with your knowledge and consent.

14.2 **Unauthorised transactions**

(a) **When ANZ is liable**

ANZ will be liable (and the account holder will not be liable) for losses incurred or suffered by the account holder that:

- › are caused by the fraudulent or negligent conduct of ANZ's employees or agents or companies involved in networking arrangements or of merchants or their agents or employees;
- › relate to any forged, faulty, expired or cancelled component or part of the ANZ Phone Banking service (for example, a CRN, Password or Telecode);
- › arise from transactions that require the use of any Password or Telecode forming part of your ANZ Phone Banking service that occur before you have received or selected the Password or Telecode (including a reissued or reselected Telecode or reselected Password);

- › result from the same phone banking transaction being incorrectly debited a second or subsequent time to the same account;
- › result from an unauthorised transaction that occurs after you have notified ANZ that the security of your Password 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 account holder has limited liability

If it is not clear whether you have contributed to the loss caused by an unauthorised transaction, the amount of the account holder’s liability arising from the unauthorised transaction (where a Password or Telecode was required to perform the transaction) will be limited to the least of:

- › \$150;
- › the actual loss at the time ANZ is notified that the security of a Password or Telecode has been breached (but not that portion of the loss incurred on any one day that exceeds the daily transaction limit or other periodic limit (if any)); or
- › the balance of the account, including any pre-arranged credit, from which value was transferred in the unauthorised transaction.

(c) When the account holder is liable

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

- › through your fraud;
- › by voluntarily disclosing your Password or Telecode to anyone, including a family member or friend;
- › by keeping a record of your Password or Telecode without making a reasonable attempt to protect the security of that record(s) on the one article, or on several articles, so that the Password or Telecode may be lost or stolen at the same time;
- › by using your birth date or an alphabetic code which is a recognisable part of your name, as a Password or Telecode; or

- › by otherwise acting with extreme carelessness in failing to protect the security of your Password or Telecode, the account holder is liable for the actual losses which occur before ANZ is notified that the security of your Password or Telecode had been breached, except for:
 - › that part of the losses incurred on any one day which is more than the applicable daily transaction limit (if any);
 - › that part of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
 - › that part of the total losses incurred on an account which is more than the balance of the account (including any prearranged credit);
 - › losses incurred on any accounts which ANZ and the account holder had not agreed could be accessed using ANZ Phone Banking;
 - › losses incurred 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 or Telecode in a way that is required or recommended by ANZ for the purposes of you using an account access service expressly or impliedly promoted, endorsed or authorised by ANZ.

(d) Liability for unreasonably delaying notification

If ANZ can prove on the balance of probability that you have contributed to a loss caused by an unauthorised transaction by unreasonably delaying notification that the security of your Telecode has been breached after you become aware of the loss, theft or breach, the account holder will be liable to ANZ for the actual losses incurred between:

- › the time you first became aware of any of the events described above; and
- › the time ANZ is actually notified of the relevant event, except for:
 - › that part of the losses incurred on any one day which is more than the applicable daily transaction limit;
 - › that part of the losses incurred in a period that exceeds any other periodic transaction limit(s) that apply to that period;

- › that part of the total losses incurred on an account which is more than the balance of the account (including any prearranged credit); and
- › all losses incurred on any accounts that the account holder and ANZ had not agreed could be accessed using ANZ Phone Banking.

(e) Unauthorised transactions on a credit card account or a charge card account

If the account holder complains of an unauthorised transaction on a credit card account or a charge card account, ANZ will not hold the account holder liable for losses under this condition 14 for an amount greater than the liability the account holder would have to ANZ if ANZ had exercised its rights under the credit card or charge card scheme at the time the complaint was made against other parties to that scheme.

14.3 Liability caused by equipment malfunctions

ANZ is responsible to the account holder for any loss caused by a failure of an EFT institution's equipment to complete a transaction accepted by an EFT institution's equipment in accordance with your instructions.

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

15. *Liability Under the BPAY[®] Scheme*

(a) Application of this Condition

This condition does not apply to the extent that it is inconsistent with, or contrary to, any applicable law or code of practice to which ANZ has subscribed (including the EFT Code of Conduct). If those laws or that code would make this condition illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this condition is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

(b) ANZ's liability

Except as described in this condition 15, ANZ will not be liable for any loss or damage you suffer as a result of using the BPAY[®] Scheme.

(c) Unauthorised Payments

If you advise ANZ that a BPAY[®] made from an account is unauthorised, you should first give ANZ your written consent, addressed to the biller who received that BPAY[®], consenting to us obtaining from the biller information about your account with that biller or the BPAY[®], including your customer reference number and such information as we reasonably require to investigate the BPAY[®]. If you do not give us this consent, the biller may not be permitted by law to disclose to ANZ the information ANZ needs to investigate or rectify that BPAY[®].

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

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

- (ii) the payment was made as a result of a payment direction, which did not comply with ANZ's prescribed security procedures (for example, keeping your Telecode secure).

(d) Fraudulent Payments

This condition 15(d) does not apply where condition 15(c) also applies to the BPAY[®]. ANZ's acceptance of your instruction to pay a biller does not generally protect you against the possibility of fraud by that biller or some other party involved in the BPAY[®] Scheme. Although ANZ will assist you to pursue a refund, you could ultimately bear the loss. The immediate and irrevocable nature of the payment instruction means that you need to exercise care about the biller you deal with, the security of your CRN and Telecode and the accuracy of your instruction to ANZ.

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

This warning does not override the protection which may be available to you if you use an ANZ credit card account to make your payment on credit.

(e) Mistaken Payments

This condition 15(e) does not apply where either condition 15(c) or condition 15(d) also applies to the BPAY[®].

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.

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

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

(f) Consequential loss

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

(g) 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 Terms and Conditions.

16. Notice of Unauthorised, Fraudulent or Mistaken Payments

You must tell ANZ as soon as possible if you become aware of:

- › a BPAY® which has been made from your 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®.

ANZ's error and dispute resolution procedures, including how to make a report to ANZ, can be found in condition 18.

17. When a Biller Cannot Process a BPAY®

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

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

18. *Error or dispute resolution*

18.1 How to contact ANZ

If you believe that an error has occurred in any phone banking transaction, you should contact ANZ promptly on the telephone numbers listed at the front of this booklet or by visiting any ANZ branch. Emergency telephone numbers are also displayed on, or within the immediate vicinity of, all ANZ ATMs in Australia, at www.anz.com and on statements of account.

To assist with ANZ's investigations, you will need to supply the following information:

- › your name, address and account details;
- › the fact that the query relates to ANZ Phone Banking;
- › details of the transactions in question; and
- › the amount of the suspected error or disputed transaction.

ANZ may also ask you to supply other information.

18.2 Preliminary acknowledgment

If you tell ANZ about the suspected error or disputed transaction verbally, ANZ may ask the account holder to send ANZ details of the complaint or question in writing. However, this request will not delay the commencement of ANZ's investigation, if you have been able to supply the information listed above.

If ANZ is unable to resolve a dispute immediately to your satisfaction, ANZ will give the account holder a written notice setting out the steps that it will follow to investigate and resolve the dispute.

18.3 ANZ's investigations

(a) ANZ's response

Within 21 ANZ Business Days of receiving all relevant details of the complaint or question from you, ANZ will notify you in writing of either the outcome of the investigation and details of the reasons for ANZ's decision or that more time is needed to complete the investigation. Unless there are exceptional circumstances, the investigation should not take more than 45 days from receipt of all the relevant details of your complaint. If there are exceptional circumstances, and the investigation takes more than 45 days, ANZ will tell you the reasons for the delay, and give you monthly updates as to the progress of the investigation and a date when a decision can reasonably be expected, unless ANZ is waiting for a response from you and has advised you that ANZ requires that response.

If your complaint relates to BPAY[®], and the BPAY[®] rules specify shorter timeframes in which ANZ must notify you as set out in this clause, then ANZ will notify you of these shorter timeframes and will comply with the BPAY[®] timeframes.

(b) Complaints relating to a credit card or charge card account

If your complaint relates to a credit card or charge card account, ANZ may seek to resolve your complaint by exercising its rights under the rules of the card scheme (for example, the Visa International card scheme rules). If ANZ does this, the time limits described above will change. ANZ will tell you, in writing, of the revised time limits and when a decision can reasonably be expected and will suspend your obligation to pay any amount which is the subject of the complaint (and any credit and other charges that relate to that amount) until the complaint is resolved.

Unless there are exceptional circumstances, ANZ should complete its investigation within 60 days of you giving it the relevant details of the complaint. If ANZ is unable to do so, ANZ will inform you of the reasons for the delay, give you updates every two months on the progress of your complaint and tell you when a decision can reasonably be expected, unless ANZ is waiting for a response from you and has advised you that such a response is required.

On completion of ANZ's investigation (or within 21 ANZ Business Days of you lodging your complaint, whichever is later), ANZ will promptly tell you of the outcome of the investigation and the reasons for that outcome. Unless the complaint is resolved completely in your favour, ANZ will also give you details of other dispute resolution avenues available to you. This advice will be in writing unless your dispute is resolved immediately to your satisfaction.

(c) Incorrect debits or credits to an account by ANZ

If, as a result of its investigation, ANZ concludes that it has incorrectly debited or credited an account, ANZ will, after taking account of the allocation of liability under condition 14, promptly make an adjustment to the account (including appropriate adjustment of the account for interest or charges) and give the account holder written details of the correction.

(d) If ANZ determines the account holder is liable

If, after completion of an investigation, ANZ concludes that the account holder is liable under conditions 14 or 18-22 (inclusive), for all or part of the disputed amount, ANZ will make copies of any document or evidence on which the decision was based available to the account holder. ANZ will also investigate ANZ's systems to establish whether there was any system or equipment malfunction at the time of the transaction and advise you in writing of the outcome of this enquiry.

(e) If the account holder is not satisfied with the result

If the account holder is not satisfied with the outcome of ANZ's investigation, the account holder may request a review of ANZ's decision by ANZ's senior management with appropriate powers to resolve the dispute.

18.4 If ANZ fails to comply with this condition

If ANZ or its agents or employees fail to observe its obligations under condition 14 or condition 18, and the failure prejudices the outcome of the complaint or results in unreasonable delay in resolving it, then ANZ or an external dispute resolution body may determine that ANZ is liable for all or part of the amount of the transaction which is the subject of the complaint.

19. *Changes to these Terms and Conditions*

ANZ may change these Terms and Conditions and any other information which it has issued about ANZ Phone Banking at any time.

ANZ will give the account holder at least 20 days (or any longer period required by law) prior written notice of any change that:

- › imposes or increases charges relating solely to the use of ANZ Phone Banking, or the issue of an additional or replacement service, Password, CRN or Telecode;
- › increases an account holder's liability for losses relating to phone banking transactions; or
- › imposes, removes or adjusts a daily transaction limit or other periodic transaction limit applying to the use of ANZ Phone Banking or an account.

In relation to other changes to these Terms and Conditions, ANZ will give the account holder notice of the change:

- › where legislation provides how and when ANZ must give the account holder notice of another type of change to these Terms and Conditions, the account holder will be given notice of that change in accordance with that legislation; or
- › otherwise, ANZ will give the account holder advance notice of any other changes to these Terms and Conditions by:
 - › written notice on or with the next statement of account;
 - › other written notice;
 - › press advertisement; or
 - › by electronic communication, if you have agreed that information can be provided to you in that way.

ANZ does not need to give you advance notice where an immediate change to these Terms and Conditions is necessary to restore or maintain the security of ANZ's systems or one or more accounts.

20. When a notice is effective

Subject to any legislative requirements (for example, regarding when you will be taken to have received notices), you are taken to have received a notice under these Terms and Conditions if:

- › it is a written notice, when it would have been delivered in the due course of post, if it is mailed to your last known address;
- › it is a notice by press advertisement, on the day the press advertisement is published; and
- › it is a notice given by electronic communication, at the time the electronic communication is sent from ANZ's information system to your last known e-mail address.

21. Termination and Suspension

You may end use of ANZ Phone Banking at any time by:

- › giving written notice to ANZ;
- › calling ANZ on 13 13 14; or
- › visiting an ANZ branch.

ANZ may withdraw or deny your access to ANZ Phone Banking or delay your access to an account using ANZ Phone Banking without prior notice to you for any good reason, including:

- › if ANZ believes that use of ANZ Phone Banking may cause loss to the account holder or to ANZ;
- › if all the accounts which you may access using ANZ Phone Banking have been closed;
- › ANZ suspects you or an authorised user of being fraudulent;
- › you or an authorised user engage in inappropriate behaviour;
- › due to the quality or security of the telephone service;
- › the account is an inactive account; or

- › the account has been overdrawn. (Note that ANZ may elect not to close an account for this reason but the fact that ANZ has elected not to do so on one or more previous occasions does not stop ANZ from closing an account whenever the account is overdrawn).

Otherwise, ANZ may withdraw or deny access to ANZ Phone Banking by giving you not less than three months' prior written notice. ANZ may also at any time suspend your right to participate in the BPAY[®] Scheme via ANZ Phone Banking for any of the reasons set out directly above.

22. *Privacy*

- (a) If you register to use the BPAY[®] Scheme, you agree to ANZ disclosing to billers nominated by you and if necessary the entity operating the BPAY[®] Scheme (BPAY Pty Ltd) and any agent appointed by it from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY[®] Scheme:
 - (i) such of your personal information (for example your name, email address and the fact that you are ANZ's customer) as is necessary to facilitate your registration for, or use of, the BPAY[®] Scheme; and
 - (ii) such of your transactional information as is necessary to process your BPAY[®]. Your BPAY[®] information will be disclosed by BPAY Pty Ltd, through its agent, to the biller's financial institution.
- (b) You must notify ANZ if any of your personal information changes and you consent to ANZ disclosing your updated personal information referred to in condition 22(a), to all other participants in the BPAY[®] Scheme, as necessary.
- (c) You can request access to your information held by us in accordance with the ANZ Privacy Policy, or held by BPAY Pty Ltd or its agent, Cardlink Services Limited, at their contact details listed in the Definitions (condition 2).

- (d) If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY®.
- (e) Subject to the EFT Code of Conduct and ANZ's obligations under law, ANZ may from time to time disclose to other persons information about your use of ANZ Phone Banking where that disclosure is necessary for the administration and security of ANZ's systems or the account or as otherwise permitted (including as permitted in the account terms and conditions) or required by law.

