

Containing terms and conditions for:  
› ANZ Travel Card

*ANZ Travel Card –  
Product Disclosure Statement*

25<sup>th</sup> May 2009



# ANZ Travel Card Contact Details

## Postal address

Locked Bag 35006  
COLLINS STREET WEST VIC 8007

## ANZ Travel Card Customer Service

Telephone 1800 094 003 within Australia (free call)  
or +613 9683 7777 when overseas (call costs apply).

Call for general enquiries – 24 hours seven days a week.

Cards lost in Australia or overseas can be promptly reported  
by calling the numbers listed above, 24 hours a day.

Email at [travelcard@anz.com](mailto:travelcard@anz.com)

## Lost, stolen or divulged PINs

Your PIN can be easily and quickly changed by calling  
ANZ Travel Card Customer Service or online by using the  
'My Account' website at My Account or via [anzfx.com](http://anzfx.com)  
(subject to verification of your identity).

## BPAY® reload

To reload your Card while you're away, contact your bank  
or financial institution to make a BPAY® payment from your  
cheque, savings, debit or transaction account (allow up to  
4 business days).

*Note: BPAY® does not accept payments from your credit card*



**BPAY Biller Code:** 25700

**Customer Reference Number:**  
Your 16-digit Card number

**You should read all sections of this Product Disclosure  
Statement before making a decision to acquire this  
financial product.**

# Contents

<b>Introduction</b>	<b>2</b>
<b>Part A – Definitions</b>	<b>3</b>
<b>Part B – Terms and conditions</b>	<b>6</b>
1. Application of these terms and conditions	6
2. Obtaining a Card and getting started	6
3. Card security and PIN security	7
4. Loading Value onto your ANZ Travel Card	8
5. Backup Cards	12
6. Using your ANZ Travel Card	12
7. Daily withdrawal limit	14
8. Processing of Transactions by ANZ	15
9. Using the Card outside Australia	15
10. No provision of credit	16
11. Fees and charges	16
12. Checking available Stored Value, Transactions, or changing your PIN or personal details	18
13. What happens if your Card is lost or stolen?	19
14. Lost and stolen Card while overseas	20
15. Replacement Card	20
16. Changes to this PDS and its terms and conditions	20
17. Expiry of the Card and redemption of Stored Value	21
18. Cancellation or suspension of Card Services by ANZ	22
19. Closure or cancellation of the Card by you	24
20. Anti-Money Laundering and Sanctions	24
21. Liability	25
22. Disclaimer of warranties	30
23. Problem resolution procedure	30
24. EFT Code of Conduct	31
25. Code of Banking Practice	31
26. Waiver	32
27. Privacy	32
28. Notices	35
29. Change of name or address	35
30. Assignments	36
31. Applicable laws	36

## *Introduction*

This Product Disclosure Statement (**PDS**) will govern the use of an ANZ Travel Card and Transactions made with the ANZ Travel Card. It is important that you read and understand this PDS. ANZ is providing you with this PDS to ensure that you receive key information about the use of the ANZ Travel Card and to help you understand the risks, benefits and costs.

*Please contact ANZ if you do not understand, or are unsure, about any aspect of this PDS.*

This PDS is not a recommendation or opinion that the ANZ Travel Card is appropriate for you. The information in this PDS does not take into account your personal objectives, financial situation or needs. Therefore, before purchasing an ANZ Travel Card, you should give consideration to your objectives, financial situation and needs, and be satisfied that they will be met if you use an ANZ Travel Card.

Upon purchase of your ANZ Travel Card you will be taken to have read and understood this PDS and you will be taken to have accepted, and will be legally bound by, the terms of this document.

# *PART A – Definitions*

## **Meaning of words**

The following definitions apply throughout this PDS, unless otherwise stated:

**ANZ** means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 and its successors and assigns;

**ANZ Branch** means any full-service banking centre or any branch known as a “Sales Only” and “In Centre” branch listed on [www.anz.com](http://www.anz.com);

**ANZ business day** means any day from Monday to Friday on which ANZ is open for business in at least one of its branch locations in Victoria, Australia;

**ANZ Travel Card Customer Service** means the ANZ Travel Card Customer Service centre that can be contacted by:

- (a) telephone 1800 094 003 within Australia (free call) or +613 9683 7777 when overseas (call costs apply); or
- (b) e-mail at [travelcard@anz.com](mailto:travelcard@anz.com);

**ANZ Travel Card Outlet** means:

- (a) any ANZ Foreign Exchange Centre;
- (b) any ANZ Branch;
- (c) if you received the Card from an ANZ representative, that person; or
- (d) any other location nominated by ANZ at [www.anz.com](http://www.anz.com) or [www.anzfx.com](http://www.anzfx.com);

**ATM** means an automatic teller machine linked to Visa at which you can use your Card and PIN to access Stored Value;

**Backup Card** means one additional Card that will be issued to you and which has a separate card number and PIN that enables you to access the funds held in the Stored Value;

**BPAY<sup>®</sup>** means the BPAY<sup>®</sup> electronic payment service;

**Card** or **ANZ Travel Card** means the card or cards (including the Backup Card) issued by ANZ to you to allow you to access Stored Value by effecting an Electronic Transaction;

**Card Expiry Date** means the expiry date printed on the *primary* Card;

**Card Services** means any service provided by ANZ or its suppliers in connection with the Card or Stored Value and includes the ability to allow you to effect Electronic Transactions;

**Customer Identification Process** means the process that ANZ has adopted in order to identify its customers in accordance with Federal law.

**Electronic Transaction** means a Transaction initiated (or apparently initiated) by your instruction to:

- (a) withdraw cash from an ATM in conjunction with the use of the Card and your PIN;
- (b) purchase goods and/or services at a Visa Merchant using the Card, and your PIN or signature (depending on the relevant authorisation requirement of the Visa Merchant); or
- (c) make a payment to a Visa Merchant using the Internet or phone using your Card number and any associated card verification code if required;

**GST** means any form of goods and services tax or similar value added tax and, without limitation, includes GST as defined in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

**IVR** means the automated ANZ Interactive Voice Response Service on 1800 094 003 within Australia (free call) or +613 9683 7777 when overseas (call costs apply) that responds to touch phone tones;

**My Account** means the internet site accessed directly at [anztravelcard.com](http://anztravelcard.com) or via [www.anzfx.com](http://www.anzfx.com), which gives access to your Stored Value details using the Security Details;

**personal information** is the information that we collect from you, or about you, when you purchase your ANZ Travel Card and when you use your Card to conduct any Transaction or Electronic Transaction;

**PIN** means your personal identification number, that is, the code of numbers that you are to use with your ANZ Travel Card when using the Card for Electronic Transactions (except for Transactions requiring a signature);

**POS** means an electronic funds transfer at Point of Sale;

**Security Code** means the four digit password nominated by you that is to be used as your Security Code among other things when you access your ANZ Travel Card details by phoning the IVR service, the ANZ Travel Card Customer Service or by using My Account;

**Security Details** means the information given by you to us that is to be used among other things as your Security Details when you access your Stored Value details at My Account or by phoning the IVR service, the ANZ Travel Card Customer Service or which may be requested from you in conjunction with any Electronic Transaction (and includes those amended Security Details that we may agree to accept from you from time to time);

**Stored Value** means the amount of Value that is available to you at a given time (expressed in the Stored Value Currency) for your use in conducting Electronic Transactions;

**Stored Value Currency** means the currency in which you have elected to purchase Stored Value from ANZ, which must be one of New Zealand Dollars, United States Dollars, Canadian Dollars, Hong Kong Dollars, British Pounds (Pound Sterling), Euro or Indian Rupee or any additional currency that we may offer from time to time;

**Transaction** means any transaction which uses or increases your Stored Value;

**Value** means the amount of value, measured in the Stored Value Currency, that you purchase from ANZ at any time for use in Electronic Transactions using the Card;

**Visa** means Visa International Service Association;

**Visa Merchant** means a business or place where Visa cards are accepted and where the Visa logo may be displayed;

**we, us, our** means ANZ or anyone to whom ANZ assigns its rights; and

**you** means the person to whom the ANZ Travel Card has been issued and your executor(s) and administrator(s).

## ***PART B – Terms and conditions***

### **1. Application of these terms and conditions**

The terms and conditions of this PDS apply to your purchase of the Card, your purchase of Value, your use of Stored Value and otherwise to the use of your ANZ Travel Card. Upon your purchase of a Card, you will be taken to have accepted, and to be legally bound by, these terms and conditions.

### **2. Obtaining a Card and getting started**

ANZ is the issuer of the ANZ Travel Card. In order to provide you with a Card, the following steps must be taken.

#### **(a) Provide identification information**

Federal Government legislation requires ANZ to verify the identity of any holder of the ANZ Travel Card. Any such holder must satisfactorily meet ANZ's Customer Identification Process. One of the documents provided must contain your photograph. Some other documents that establish your name and identity may also be accepted – please ask for advice in this regard.

If you have completed the identification process with ANZ previously, you will need to provide photo identification and advise the name of the branch where identification was originally presented and your ANZ account number. Depending on how you purchase your ANZ Travel Card, further documentation may also be required to be provided.

#### **(b) Select Stored Value Currency**

You will need to tell us the Stored Value Currency in which purchased Value is to be stored for use in conjunction with your Card.

#### **(c) The need to purchase Stored Value**

Once you have selected your Stored Value Currency, you will need to purchase and load Value onto the Card in the manner described in these terms and conditions. The purchased Value may not be used until it has been added to your Stored Value in accordance with these terms and conditions. Where Value is purchased using one of the means of payment set out in paragraph 4(a), there may be a delay (usually no more than five hours from the time of purchase, but up to the end of the

next ANZ business day) before the purchased Value is credited towards your Card by us as Stored Value and is available to you for use.

(d) Provide Security Details and Security Code

When you purchase a Card you will need to provide us with the Security Details.

You will also be required to nominate the Security Code.

(e) Cards and PINs

When you purchase an ANZ Travel Card, we will give you a primary ANZ Travel Card and a Backup Card. The primary ANZ Travel Card and Backup Card are issued to you alone and you must not provide either your primary Card or your Backup Card to any other person for their use.

We will also provide you with details of a PIN for your primary ANZ Travel Card and details of a separate PIN for your Backup Card.

If you wish to change your PIN, you can do so quickly and easily by following the process set out in clause 12 below (subject to verification of your identity).

(f) Non-collection of your Card

If and when applicable, where you have placed an order for a Card but, after a period of not less than 20 business days, have not collected that order, ANZ may cancel your Card and pay you the amount of the Stored Value (if any), less the amount of any applicable fees and charges, in accordance with clause 18 of this agreement.

### 3. Card security and PIN security

(a) The security of your ANZ Travel Card is very important. If you fail to observe the following security requirements, you may increase the risk of unauthorised use of the Card. You must:

- (i) sign the back of your Card (and Backup Card) immediately upon receipt;
- (ii) if ANZ gives you a PIN sachet or package, destroy it immediately after memorising the PIN;

- (iii) on the Card Expiry Date destroy your Card (and the Backup Card) by cutting it diagonally in half through the magnetic strip;
  - (iv) not let anyone else use your Card;
  - (v) take reasonable steps to protect your Card from loss, theft or misuse; and
  - (vi) notify us immediately after you become aware that your Card has been lost or stolen, or that your Card or the Card details (for example, the number and expiry date of your Card) have been used by someone else without your authority.
- (b) You must keep your PIN secure. Failure to do so may increase the risk of unauthorised Transactions and your liability for any loss.
- (c) You must not:
- (i) disclose your PIN or card verification code to any other person;  
*(Warning: You must not use your birth date or an alphabetical code which is a recognisable part of your name as a PIN. You should also not set your PIN and Security Code to be the same number. If you do, you may be liable for any loss suffered from any unauthorised use).*
  - (ii) allow any other person to see you entering, or overhear you providing your PIN;
  - (iii) record your PIN on your Card or on any article carried with or placed near your Card that may be liable to loss, theft or abuse at the same time as your Card (unless your PIN is reasonably disguised).

*(To assist you, ANZ publishes security guidelines. A copy is available at [www.anz.com](http://www.anz.com)).*

#### **4. Loading Value onto your ANZ Travel Card**

(a) Initial purchase of Value

When you purchase your ANZ Travel Card, your initial purchase of Value must be in accordance with the minimum initial purchase of Value and maximum initial purchase of Value amounts set out in the table in clause 4(c). Your initial purchase of Value must also be made in Australian dollars:

- (i) using cash;

- (ii) using a credit card with ANZ or with another financial institution (with representation in Australia) which is accepted by ANZ; or
- (iii) any other way that we may make available to you at that time.

If you purchase your ANZ Travel Card from an ANZ Branch known as a “Sales Only” and “In Centre” branch listed on [www.anz.com](http://www.anz.com), your initial purchase of Value may only be made by using an ANZ account or by using a credit card with ANZ or with another financial institution (with representation in Australia) which is accepted by ANZ.

We will convert the Australian dollars received by us into the Store Value Currency in the manner described in clause 4(d).

(b) Subsequent purchase of Value

After your initial purchase of Value, any subsequent purchase of Value must be made by means of a transfer of funds from an account in Australian Dollars to us by using BPAY® or by you, or your representative, visiting:

- (i) an ANZ Foreign Exchange Centre; or
- (ii) any other location nominated by ANZ (for the purpose of purchasing additional Value) at [www.anz.com](http://www.anz.com) or at [www.anzfx.com](http://www.anzfx.com).

A purchase of additional Value can be made upon presentation of your primary or Backup Card number by:

- (i) using cash
- (ii) by making a payment to us using EFTPOS facilities; or
- (iii) any other way that we make available to you from time to time.

When transferring funds using BPAY® to purchase additional Value, you must use ANZ’s biller code set out in the front of this agreement and your ANZ Travel Card number as your customer reference number. A fee will be payable each time you purchase additional Value. You cannot purchase Value for an amount that, if aggregated with your Stored Value at that time (if any), would be in excess of maximum amount of Stored Value that may be held at any one time as described in the table below.

We will convert the Australian dollars received by us into the Store Value Currency in the manner described below.

- (c) There are limits to the amount of Value you may purchase, hold, or withdraw as cash at any time, as described below.

Limits	Stored Value Currency applicable						
	New Zealand Dollar (NZD)	US Dollar (USD)	Great British Pound (GBP)	Euro (EUR)	Hong Kong Dollar (HKD)	Canadian Dollar (CAD)	Indian Rupee (INR)
Minimum initial purchase of Value*	NZD 250	USD 200	GBP 100	EUR 150	HKD 1,300	CAD 200	INR 8,700
Maximum initial purchase of Value*	NZD 20,000	USD 15,000	GBP 8,000	EUR 12,000	HKD 110,000	CAD 17,000	INR 700,000
Maximum Value that may be reloaded per day**	AUD 10,000						
Maximum number of Value loads per day	2						
Maximum Amount of Stored Value that may be held at any one time	NZD 20,000	USD 15,000	GBP 8,000	EUR 12,000	HKD 110,000	CAD 17,000	INR 700,000
24 hour ATM Cash Withdrawal Limit**	NZD 2,500	USD 1,800	GBP 1,000	EUR 1,500	HKD 13,700	CAD 2,100	INR 87,500
24 hour POS Transaction Limit**	NZD 5,000	USD 3,600	GBP 2,000	EUR 3,000	HKD 27,500	CAD 4,200	INR 175,000

\* The minimum initial purchase of Value and maximum initial purchase of Value amounts may differ depending on how the Card is purchased. Please refer to [www.anz.com](http://www.anz.com) or [www.anzfx.com](http://www.anzfx.com) for further information.

\*\* Subject to the maximum amount of Stored Value that may be held at any one time applicable to your Card.

- (d) We will convert the Australian dollars received by us into the Stored Value Currency. The conversion rate used by us will be:

- (i) for Value purchased at an ANZ Travel Card Outlet on any given day, the rate notified on ANZ's website at [www.anz.com](http://www.anz.com) as being the rate at which ANZ sells Travellers Cheques and Travel Card in the Stored Value Currency on that day; and
- (ii) for Value purchased by means of a transfer of funds using BPAY®, the rate notified on ANZ's website at [www.anz.com](http://www.anz.com) as being the rate at which ANZ sells Travellers Cheques and Travel Card in the Stored Value Currency on the day on which we have received cleared funds for the full amount of the Value purchased to your Stored Value (up to 4 ANZ business days after you initiate your BPAY® instruction to transfer the funds to us).

The converted funds will then be used to complete your purchase of Value in the Stored Value Currency. There may be a delay (typically 2 ANZ business days from the date of conversion) before funds are added to your Stored Value and are available to you.

- (e) Any amount of Value that is purchased from us will first be available to you as Stored Value only after we have received cleared funds for the full amount of the Value purchased and the Value purchased has been credited towards your Card by us as Stored Value in the Stored Value Currency.
- (f) You may not purchase Value after the Card has been cancelled or after it has expired.
- (g) If, as a result of any error or other circumstance, value is loaded on your Card which has not been purchased by you:
  - (i) we may remove that Stored Value at any time; or
  - (ii) if that Stored Value has been used, you agree to repay that amount to us within 14 days of a request from us for such repayment. Such a repayment may be made by you purchasing additional Value. If we have not received payment for the requested amount within 14 days we may pursue the amount via a collection agency or by other means.

## **5. Backup Cards**

- (a) A Backup Card will be provided to you at the time you receive your primary ANZ Travel Card.
- (b) The Backup Card may be used in the same way as your primary ANZ Travel Card but has a separate card number and PIN.
- (c) The Backup Card should only be used by you in the event that you are unable to use your primary ANZ Travel Card. You must not provide either your primary Card or your Backup Card to any other person for their use.

## **6. Using your ANZ Travel Card**

- (a) The Card (including the Backup Card) remains the property of ANZ at all times.
- (b) To make withdrawals or purchases of goods and services, select the CR (i.e. credit) button or its equivalent in your travel destination.
- (c) Your use of the Card is limited by the amount of the Stored Value that you retain at any one time, after deduction of all applicable fees. For example, you cannot spend more than the Stored Value of your Card less the fees and charges applicable to the Electronic Transaction(s).
- (d) You may be able to make a Stored Value balance enquiry at some ATMs although availability is dependent on the country and the ATM used. There may be a surcharge payable to the ATM operator for balance enquiries. The surcharge will not be shown as a separate Transaction but will be included in the total Transaction (if any) conducted using that ATM. If an ATM displays a balance for the Stored Value in a currency other than your Stored Value Currency the exchange rate applied may be different to ours and minor discrepancies can arise. An accurate Stored Value balance (excluding those Transactions not yet processed by ANZ) can be obtained through the IVR service, the ANZ Travel Card Customer Service or through My Account outlined in clause 12.
- (e) Where you use your Card to withdraw cash, you accept that:
  - (i) you cannot obtain cash as part of a purchase at a Visa Merchant or over-the-counter at a financial institution;

- (ii) not all electronic equipment from which cash can be withdrawn will always contain cash;
  - (iii) there may be limits set by different ATM operators on the amount of cash that may be withdrawn from one or more of their ATMs on a given day and these limits may be below the limits set as the 24 hour ATM Cash Withdrawal Limits by clause 4(c) of these terms and conditions;
  - (iv) some ATM operators may impose a surcharge when you use their ATM to make a withdrawal. Surcharges will not appear as a separate Transaction item but will be included in the total Transaction amount (see clause 6(d) above); and
  - (v) any cash dispensed at electronic equipment is at your risk once it becomes visible or available for you to collect.
- (f) You accept that the Card cannot be used at Visa Merchants who offer gaming and gambling services, such as betting (including lottery tickets, casinos gambling chips, off-track betting), wagers at race tracks, as well as gaming or gambling websites.
  - (g) An ANZ Travel Card will normally be honoured by financial institutions and merchants displaying the Visa card symbol. However, Visa card promotional material displayed on any premises cannot be taken as a warranty by the financial institution, merchant or any person carrying on business there, that all goods and services available at those premises may be purchased with the Card.
  - (h) The price the merchant charges for goods and services purchased with an ANZ Travel Card may vary from the price that a merchant charges for the same goods and services purchased with cash.
  - (i) Unless required to do so by law, we do not accept any liability:
    - (i) if any financial institution or merchant displaying a Visa symbol refuses to accept or honour an ANZ Travel Card; or
    - (ii) for goods and services purchased with your Card.
  - (j) In some places a business may add an anticipated service charge/tip when your Card is preauthorised (e.g. 20% at a restaurant). If your service charge/tip

is less, it may take up to 7 days from the date of the Transaction before the difference is available.

- (k) Some businesses and merchants may require pre-authorisation of the estimated final bill (e.g. hotels, car rentals etc). In some places, they may not accept the Card for pre-authorisation expenditure. Alternatively, they may accept the Card and an estimate of the final bill will be temporarily unavailable. After your final bill is paid it may take 30 days before the preauthorised amount is available again.
- (l) Any complaint about goods or services purchased with your Card must be resolved directly with the merchant concerned.
- (m) You must not use the Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction you are in.
- (n) The Card must be used solely for Electronic Transactions. When you use the Card for Electronic Transactions, we will receive details of your Electronic Transaction from Visa. We will then debit the Stored Value applicable to your Card with the value of those Electronic Transactions in the Stored Value Currency as advised to us by Visa and any applicable fees as set out in these terms and conditions.
- (o) The Card may be disabled if an incorrect PIN is used three times or if fraud is suspected. You may contact us by calling ANZ Travel Card Customer Service to reactivate the Card, although there may be a delay. Once your Card has been reactivated, it will be available for use 24 hours after the time the last incorrect PIN was used or the time the Card is reactivated (which ever is the latest). If an incorrect PIN is used three times, some ATMs will not return your Card and you must contact the ATM operator for the physical return of the Card. In these situations, you will also need to contact ANZ Travel Card Customer Service to reactivate the Card. If your Card is disabled or retained by an ATM, you may still use the Backup Card issued to you by ANZ to access Stored Value on your Card.

## **7. Daily withdrawal limit**

ANZ imposes a daily limit on the total amount of cash that you may withdraw from the Stored Value on your Card using

an ATM. Details of this limit (together with other limits on the use of the Card) are set out in the table in clause 4(c). Some ATM operators may also impose their own separate limit on the minimum and maximum amounts that can be obtained in a single ATM transaction. When using an ATM, the dispensing limit of the ATM operator will be applied first and then, subject to that limit (if any), the 24 hour ATM Cash Withdrawal Limit set out in the table in clause 4(c).

## **8. Processing of Transactions by ANZ**

- (a) All Electronic Transactions that use Stored Value will be processed on the date they are received by us and are effective as at the date of the Transaction. The date that we receive an Electronic Transaction for processing may not be the date the Transaction was made. For example, we may be provided with information concerning purchases made using your Card or Card details (for example mail or on-line purchases) a number of days after the purchase was actually made.
- (b) We may process Transactions received by us on a particular day in any order we see fit. This means that the order of processing Transactions on a day may vary from the order in which Transactions are made on that day or are received by us on that day.

## **9. Using the Card outside Australia**

- (a) Use of the Card outside Australia must comply with any exchange control requirements.
- (b) The Card cannot and must not be used in countries subject to economic and trade sanctions imposed by the United Nations, the European Union or any country.
- (c) All Electronic Transactions conducted in a currency other than the Stored Value Currency will be converted from the non-Stored Value Currency to the Stored Value Currency by Visa in accordance with its rules.

The conversion rate used by Visa is the wholesale market rate selected by Visa from a range of wholesale rates one day before Visa processes the Transaction. In most cases, the conversion rate applied to refunds of a Transaction will be different to the conversion rate applied to the original Transaction.

## **10. No provision of credit**

- (a) The Card does not entitle you to a bank account or any other banking facility.
- (b) We will not provide any credit in respect of your ANZ Travel Card. Selecting the “credit” button on ATMs or merchant terminals when you use your Card to make withdrawals or purchases gives you access to your Stored Value and does not provide you with any credit.
- (c) If, as a result of any error or other circumstance, we make a payment to you or at your direction for an amount in excess of your Stored Value at that time, you agree to repay that amount to us within 14 days of a request from us for such repayment. Such a repayment may be made by you purchasing additional Value. If we have not received payment for the requested amount within 14 days we may pursue the amount via a collection agency or by other means.

## **11. Fees and charges**

- (a) The fees and charges applicable to the use of the Card Services are set out below.
- (b) We may waive fees under certain conditions.
- (c) If we fail to collect a fee to which we are entitled, we have not waived our right to collect the fee for future Transactions of the same nature.
- (d) Other general fees and charges may also apply to your use of the Card Services.
- (e) The following standard fees and charges apply to the Card and the Card Services (except for the Card Issuance Fee and the Card Replacement Fee). These fees and charges will reduce your Stored Value by the amount of the fee (or part thereof if your Stored Value is insufficient to cover the entire amount of the fee) when incurred. The Card Issuance Fee and the Card Replacement Fee must be paid to ANZ using one of the means of payment set out in clause 4(a) of this agreement when incurred. If any fees or charges payable under or in connection with this agreement represent consideration for a taxable supply, then those fees and charges shall be taken to be inclusive of GST.
- (f) The following is an example of how the Reload Fee is calculated:

1. You hold a Euro ANZ Travel Card and wish to load AUD\$1,600 of additional Value onto the card.
2. The fee payable by you to do this will be 1.1% of the Value purchased, being AUD\$1,600.
3. Accordingly, you will be required to pay a Reload Fee of AUD\$17.60, being the sum of  $1600 \times 0.011$  ( $1.1\%$ ) = 17.6.

*Warning: The example above is illustrative only. Higher amounts of currency reloaded onto your Card will result in higher fees. While the above example uses the most popular currency reloaded onto an ANZ Travel Card as at the date of this PDS, the fee of 1.1% is applicable to each type of currency that is reloaded onto the Card.*

Fee	When payable	Amount or Stored Value Currency Amount						
<b>Card Issuance Fee</b>	On issue of a Card (inclusive of Backup Card)	AUD 11.00						
<b>Initial Load Fee</b>		Nil						
<b>ATM Withdrawal Fee*</b>	For each Electronic Transaction where you use an ATM	NZD 3.50	USD 2.20	GBP 1.25	EUR 2.10	HKD 19.25	CAD 2.80	INR 122
<b>Monthly Inactivity Fee</b>	Each month after any period of twelve (12) consecutive months in which you have not made a Transaction	NZD 4.00	USD 3.00	GBP 1.50	EUR 2.50	HKD 22.00	CAD 3.40	INR 140
<b>Reload Fee (including via BPAY®)</b>	Each time you purchase additional Value, following your initial purchase of value	1.1% of Value Purchased						
<b>Transaction fees for purchases (in-store and online)</b>		Nil						
<b>Card Replacement Fee</b>	On issue of a replacement Card (if applicable)	AUD 35.00						
<b>Balance Enquiries</b>		Nil						
<b>Any Government duties, taxes, rates or other charges incurred in respect of Transactions that increase or reduce the Stored Value will be payable by you.</b>								

\* This fee is applicable to all ATM transactions (whether performed at an ANZ ATM or otherwise).

## **12. Checking available Stored Value, Transactions, or changing your PIN or personal details**

Subject to verification of your identity (including providing your Security Code), you may visit My Account or phone the IVR service on 1800 094 003 within Australia (free call) or +613 9683 7777 when overseas (call costs apply) and follow the prompts to:

- (a) change a PIN;
- (b) change some of your personal details (via My Account only);
- (c) check your Stored Value balance; or
- (d) check all Transactions via My Account or hear the last 5 Transactions via IVR.

Information about your Stored Value or Transactions accessed using the IVR service, the ANZ Travel Card Customer Service or My Account will generally reflect the position of your Stored Value at that time, except for Transactions not yet processed by ANZ.

You may be able to make a Stored Value balance enquiry at some ATMs although availability is dependent on the country and the ATM used. There may be a surcharge payable to the ATM operator for balance enquiries. The surcharge will not be shown as a separate Transaction but will be included in the total Transaction (if any) conducted using that ATM. If an ATM displays a balance for the Stored Value in a currency other than your Stored Value Currency the exchange rate applied may be different to ours and minor discrepancies can arise. An accurate Stored Value balance (excluding those Transactions not yet processed by ANZ) can be obtained through the IVR service, the ANZ Travel Card Customer Service or through My Account. You acknowledge and agree that providing information over the internet is not a secure means of providing information.

You also acknowledge that the internet and the online systems are not controlled or owned by us so we cannot guarantee that they will function at all times and we accept no liability for unavailability or interruption. It is your responsibility to ensure that any online system you use in connection with your ANZ Travel Card is secure.

### 13. What happens if your Card is lost or stolen?

- (a) You must make a report to us by calling the ANZ Travel Card Customer Service centre immediately that you become aware that:
  - (i) your Card has become lost or stolen; or
  - (ii) your Card or the Card details (for example, your Card number and Card Expiry Date) have or may have been used by someone else without your authority.
- (b) The best way to make a report is to call the ANZ Travel Card Customer Service centre on 1800 094 003 within Australia (free call) or +61 3 9683 7777 when overseas (call costs apply). If the ANZ Travel Card Customer Service centre is unavailable, you should report the loss or theft to ANZ by calling 13 13 14 or, if overseas, to any bank displaying the Visa card symbol. When a telephone report is made to us, we will give you a notification number or some other form of acknowledgement. You should retain this as evidence of the time and date of your report.
- (c) If you report to the ANZ Travel Card Customer Service centre that a Card has been lost or stolen, or the Card details have been used by someone else without your authority, the Card will be cancelled as soon as the report is made. For example, if a Card that has been reported as lost or stolen is subsequently found, you must not use the Card. You must destroy the Card immediately by cutting it diagonally in half through the magnetic strip.
- (d) We may issue you with a replacement Card and the number of the replacement Card may be changed by us. In that event, these terms and conditions will apply to your use of the replacement Card.
- (e) If you report that your Card has been lost or stolen, you may still use the Backup Card issued to you by ANZ to access Stored Value on your Card.
- (f) You may be liable for Electronic 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. However, your liability and loss may be limited in accordance with clause 21(c). However, if you have contributed to the loss by unreasonably delaying the reporting to us of the loss or theft of your Card or the unauthorised use of your Card or

Card details, you may be liable for Electronic 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.

#### **14. Lost and stolen Card while overseas**

We can provide a replacement Card if your Card is lost or stolen while you are overseas.

However, you will not be able to use the replacement Card to perform Electronic Transactions that require a PIN until you have obtained the new PIN for the replacement Card by phoning the IVR service and verifying your identity (including providing your Security Code). You will still be able to use the replacement Card for Transactions requiring a signature only.

#### **15. Replacement Card**

At any time, we may issue a new Card to you. If your Card becomes faulty or damaged, you may order a replacement Card by calling ANZ Travel Card Customer Service. All such Cards are subject to these terms and conditions. A Card Replacement Fee may apply for replacement of a Card. Such a fee will not apply, however, where:

- (a) the Card becomes faulty (and the Card is returned to us);
- (b) the Card is stolen and a copy of a police report is provided to us; or
- (c) the replacement Card is provided to you within Australia.

We reserve the right not to reissue a Card to you.

#### **16. Changes to this PDS and its terms and conditions**

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 certain changes by advertisement in major daily or national newspapers.

We may make the following changes.

	<b>Minimum number of days notice</b>	<b>Method of Notice</b>
<b>Introduce a new fee</b>	30 days	In writing
<b>Increase an existing fee or charge</b>	30 days	In writing or by press advertisement
<b>Change any other term or condition</b>	Day of change	In writing or by press advertisement

If we give you notice of a change to these terms and conditions and, as a result, you no longer wish to receive the Card Services, you can request us to close or cancel your Card as detailed in clause 19.

### **17. Expiry of the Card and redemption of Stored Value**

- (a) Once activated, the Card is operative until the Card Expiry Date. The primary Card and the Backup Card cannot be used after the Card Expiry Date.
- (b) We require you to destroy the expired Card (and the Backup Card).
- (c) Once the Card has expired, it cannot be renewed. You may, however, obtain a new Card by following the process for requesting a new Card set out in clause 2 and upon activation of the new Card your Stored Value can be accessed using that new Card.
- (d) Before the Card Expiry Date you may redeem some or all of any Stored Value:
  - (i) for cash at an ATM (subject to the minimum ATM withdrawal amount);
  - (ii) by other means using an Electronic Transaction; or
  - (iii) by requesting the closure or cancellation of the Card by using the procedure set out in clause 19; or
- (e) Within the 6 month period before the Card Expiry Date, you may request the transfer of your Stored Value to a new Card by calling 1800 094 003 within Australia (free call) or +61 3 9683 7777 when overseas (call costs apply). Any request by you for the transfer of Stored Value will not be actioned or processed by us until all Transactions made on the Card have been settled and no Transaction is the subject of a dispute. Please note that your request will not be actioned if your Stored Value, when converted to Australian dollars at the exchange rate displayed on [www.anz.com](http://www.anz.com) as being the rate at which ANZ buys Travellers Cheques and Travel Card in the Stored Value Currency on the day that we receive your request, after deduction of any applicable fees, is less than AUD100.00.
- (f) If your Card has expired, you will need to redeem the Stored Value within 12 months of the Card Expiry Date. This may be done by requesting the closure or cancellation of the Card using the procedure set out in clause 19.

- (g) If you do not claim any Stored Value outstanding on the Card within 12 months of the Card Expiry Date, we may debit and retain any Stored Value outstanding on the Card.
- (h) Where we receive a request from you to redeem your Stored Value (if any), the amount that will be paid to you in respect of the Stored Value will be paid in Australian dollars. Your Stored Value will be converted to Australian dollars at the exchange rate displayed on [www.anz.com](http://www.anz.com) as being the rate at which ANZ buys Traveller's Cheques and Travel Card in the Stored Value Currency at the time of your request, after deduction of any applicable fees.
- (i) It is your responsibility to ensure the Stored Value is redeemed following the Card Expiry Date in accordance with these terms and conditions.

#### **18. Cancellation or suspension of Card Services by ANZ**

- (a) At any time, we may cease providing one or more Card Services, refuse authorisation of any further Transactions, or cancel the Card (or do one or more of these things):
  - (i) without prior notice if:
    - (A) you have requested us to cancel the Card;
    - (B) the Card Expiry Date has been reached;
    - (C) there are insufficient funds available on the Card to cover any monthly inactivity fee that may be payable under this agreement;
    - (D) we believe that use of the Card or the Card Services may cause loss to you or us (for example if you have not met one or more of your obligations under this PDS);
    - (E) we suspect any illegal use of the Card;
    - (F) we are directed to cancel the Card or refuse authorisation by any properly authorised government authority or by any court order;
    - (G) you gave us any false or misleading information when you purchased the Card;
    - (H) in our reasonable view you have tampered with, misused or allowed any other person to use the Card;
    - (I) as a result of an event beyond the reasonable control of ANZ, including, but not limited to, a disruption to or malfunction of any system or

equipment that is not temporary of a third party service provider on which we rely to provide the Card Services, we are unable to continue to provide one or more of the Card Services;

- (J) any of our third party service providers on which we rely to provide the Card Services, or any essential part of the Card Services, should cease or be forced to cease providing relevant support services to us, for any reason;
- (K) the continued provision of the Card Services may damage the reputation of ANZ, and in such an event, your Cards will be automatically cancelled;
- (L) (if and when applicable), you have placed an order for a Card but, after a period of not less than 20 business days, that order has not been collected by you; or

(ii) upon giving you not less than 30 days' written notice.

Where under clause 18(a) we have ceased providing Card Services, or refused authorisation of further Electronic Transactions, or cancelled the Card where you have not directly requested us to do so (or any two or more of these things), we may give you written notice ending this agreement at the address we then hold for you. ANZ may also attempt to contact you to discuss the payment to you of the Stored Value (if any) held on your Card. Then (if we have not already done so) we will cancel the Card and cease providing Card Services. Your Stored Value (if any) will be paid to you in Australian dollars and will be converted at the exchange rate described in clause 19, after deduction of any applicable fees, at the time that we cancel the Card.

(b) When we cancel a Card, or we receive instructions from you to close or cancel a Card, or the Card has reached the Card Expiry Date:

- (i) the Card (including the Backup Card) must not be used and must be cut diagonally in half through the magnetic strip (including the Backup Card); and
- (ii) you are responsible for any use of the Card until it has been cut diagonally in half through the magnetic strip.

## **19. Closure or cancellation of the Card by you**

You may request the closure or cancellation of your Card by visiting any ANZ Branch or ANZ Foreign Exchange Centre and completing a card closure form.

Any request by you for Card closure or cancellation will not be actioned or processed by us until all Transactions made on the Card have been finally settled (this may include any pre-authorisations as outlined in clause 6(j) and 6(k)) and no Transaction is the subject of a dispute. Settlement of Transactions can take up to 30 days.

The amount that will then be paid to you in respect of your Stored Value will be paid to you in Australian dollars. If all Transactions made on the Card have been settled and there are no outstanding disputes, your Stored Value will be converted to Australian dollars at the exchange rate displayed on [www.anz.com](http://www.anz.com) as being the rate at which ANZ buys Travellers Cheques and Travel Card in the Stored Value Currency on the day that we receive your card closure form, after deduction of any applicable fees. You will then receive the converted amount within two business days of the day that we receive your card closure form. If not all Transactions have been settled or there is an outstanding dispute, your Stored Value will be converted to Australian dollars using the same exchange rate described above but that which applies on the date that the last Transaction has settled or the last dispute has settled (whichever is applicable), after deduction of any applicable fees. You will then receive the converted amount within two business days of the day that the last Transaction has settled or the last dispute has settled (whichever is applicable).

The following is an example of the closure or cancellation process.

In the case where there are no outstanding disputes and all Transactions are settled, if you submit the card closure form to ANZ on a Monday, the remaining Stored Value on the Card will be converted at Monday's exchange rate, however, you will receive the converted amount by the Wednesday.

## **20. Anti-Money Laundering and Sanctions**

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

- (i) may breach any laws or regulations in Australia or in any other country;
  - (ii) involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United Nations, the European Union or any country;
  - (iii) may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.
- (b) You must provide all information to ANZ which ANZ reasonably requires in order to manage anti-money laundering or counter-terrorism financing and economic and trade sanctions risk or to comply with any laws or regulations in Australia or any other country.
- (c) You agree that ANZ may disclose any information concerning you to:
- (i) any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere; and
  - (ii) any correspondent ANZ uses to make payment for the purpose of compliance with any such law or regulation.
- (d) Unless you have disclosed to ANZ that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement.
- (e) You declare and undertake to ANZ that the processing of any transaction by ANZ in accordance with your instructions will not breach any laws or regulations in Australia or any other country.

## **21. Liability**

(a) System, equipment and malfunctions

The ATMs and merchant systems and facilities at which you seek to use the Card may not be owned by us and we are not responsible for ensuring that they will accept the Card. Although the Visa logo may be displayed in some countries the Card may not operate there (due to restrictions on Visa).

(b) Disruption to Card Services

Please allow sufficient time when planning Transactions. You should bear in mind that occasionally a service

may be disrupted. A “disruption” is where a service is temporarily unavailable or where a system or equipment fails to function in a normal or satisfactory manner. We will correct any incorrect entry which is made as a result of a disruption and will adjust any fees or charges which have been applied as a result of an incorrect entry. To the maximum extent permitted by law, we will not be liable for any loss or damage, including consequential loss or damage, suffered because of a disruption. This disclaimer is in addition to, and does not restrict, any other provisions contained in these terms and conditions which limit our liability.

(c) Unauthorised Transactions

If the Card is used for Electronic Transactions without your authority, your liability is set out below.

(i) Subject to the other provisions of these terms and conditions, you will not be liable for unauthorised Transactions:

- relating to a forged, faulty, expired or cancelled Card or PIN;
- where it is clear that you have not contributed to the loss;
- that are caused by the fraudulent or negligent conduct of our employees or agents or any organisation involved in the provision of the Card Services;
- that are caused by the same Transaction being incorrectly debited more than once;
- if we are able and are successful in exercising our rights (if any) under the Visa International Rules and Regulations against other parties to those rules and regulations;
- resulting from unauthorised use of the Card or PIN:
  - › in relation to a Transaction which does not require a PIN authorisation, before your receipt of the Card;
  - › in relation to an Electronic Transaction which requires PIN authorisation, before you have activated the Card and selected a PIN; or
- after notification to us using the ANZ Travel Card Customer Service centre that the Card has been

misused, lost or stolen, or that the PIN or card verification number security has been breached.

(ii) You will be liable for any loss of Stored Value arising from any unauthorised Transaction using the Card or PIN if:

(A) the loss occurs before notification to us using the ANZ Travel Card Customer Service centre that the Card has been misused, lost or stolen; or that the PIN has become known to someone else; and

(B) we prove, on the balance of probabilities, that you contributed to the loss through:

- fraud, or failure to look after and keep the Card, PIN or card verification number secure in accordance with the terms of these terms and conditions;
- voluntarily disclosing the PIN or card verification number to anyone, including a family member or friend;
- keeping a record of the PIN on the Card, or any article carried with the Card or which may be lost or stolen at the same time as the Card;
- using your birth date or an alphabetic code which is a recognisable part of your name as a PIN;
- unreasonable delay in notifying us using the ANZ Travel Card Customer Service centre of the misuse, loss or theft of the Card or of the PIN becoming known to someone else and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us;
- your lending the Card to another person; or
- otherwise acting with extreme carelessness in failing to protect the security of your PIN or card verification number.

However, you will not be liable for any portion of the loss in excess of the Stored Value of the Card.

(iii) Where a PIN was required to perform the unauthorised Electronic Transaction, and Clause

21(c)(ii) does not apply, your liability for any loss of Stored Value arising from an unauthorised Electronic Transaction, (if the loss occurs before notification to the ANZ Travel Card Customer Service centre that the Card has been misused, lost or stolen or the PIN has become known to someone else), is the lesser of:

- AUD150;
- the amount of the Stored Value; or
- the actual loss at the time of notification to us of the misuse, loss or theft of the Card, or of the PIN becoming known to someone else.

(d) Additional Protection: Visa – Zero Liability

Subject to clause 21(c), you will not be liable for unauthorised transactions on a Visa card.

If you notify us of an unauthorised transaction(s), within 5 ANZ business days we will provide provisional credit to you to the value of the unauthorised transaction unless your prior history is unsatisfactory or we determine that the nature of the transaction(s) justifies a delay in crediting the Stored Value on your ANZ Travel Card.

(e) Reversing a Transaction (chargeback rights)

(i) Subject to clause 21(c), where you have used your ANZ Travel Card to make a purchase at a Visa Merchant POS terminal by selecting the ‘credit’ button, you may be entitled to reverse (chargeback) the Transaction where you have a dispute with the Visa Merchant. For example, you may be entitled to reverse a Transaction where the Visa Merchant has not provided you with goods or services you paid for. Please note, ANZ is not able to reverse (chargeback) Transactions at Visa Merchant POS terminals when you have selected the ‘savings’ button.

(ii) 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, the amount initially debited for the Transaction will be credited to the Stored Value on your ANZ Travel Card in the Stored Value Currency.

(iii) You should notify ANZ immediately of a disputed Transaction. Visa card scheme 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 90 days after the disputed transaction but some limits are longer. If you do not notify ANZ in time, ANZ may be unable to investigate your claim in which case you will be liable for the Transaction. It is your responsibility to review carefully your transaction history. ANZ is not responsible for any loss to you if you do not ask ANZ to reverse a Transaction within an applicable time limit.

- (iv) To notify ANZ of a disputed Transaction, please download the Dispute Form from My Account and post to:

ANZ Travel Card  
Locked Bag 35006  
COLLINS STREET WEST VIC 8007

Please assist us by providing as much information as you can. Once we have received your completed Dispute Form, we can only investigate the Transaction on your behalf when the Transaction has settled.

Settlement of a Transaction is evident when a post date is recorded on My Account.

Our aim is to acknowledge receipt of your Dispute Form within 10 working days of receipt. Investigation of your disputed Transaction(s) may take longer.

- (f) Force majeure

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

- (g) Indemnity

To the extent permitted by law, you indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us 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.

## 22. Disclaimer of warranties

- (a) Except as expressly provided in this PDS, and to the extent permitted by law, we make no representations or warranties of any kind to you, whether express or implied, regarding the Card, the Card Services or any other subject matter of these terms and conditions, including (without limitation), any implied warranties of merchantability or fitness for a particular purpose.
- (b) We do not represent or warrant that the Card will be accepted in every ATM or at every Visa Merchant and we shall not be held liable if an ATM or a Visa Merchant does not accept the Card.
- (c) We do not represent or warrant the quality of any goods or services acquired in conjunction with your use of the Card or Stored Value and you acknowledge and accept that all complaints regarding defective goods or services should be directed to the supplier of the goods or services.

## 23. Problem resolution procedure

- (a) Making a complaint

If we make a mistake, or our services do not meet your expectations, we want to know.

For the fastest possible resolution to your complaint call the ANZ Travel Card Customer Service centre on 1800 094 003 within Australia (free call) or +613 9683 7777 when overseas (call costs apply) or if you are not satisfied with our response;

- call ANZ Customer Response Centre on 1800 805 154; or
- send a letter to ANZ Customer Response Centre via:
- **Mail:** Locked Bag 4050, SOUTH MELBOURNE VIC 3205;
- **Email:** [yourfeedback@anz.com](mailto:yourfeedback@anz.com); or
- **Fax:** +61 3 9683 9267.

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

If it can't be resolved promptly by ANZ's 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 10 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.

(b) 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 complicated complaints to help achieve a prompt solution.

**Contact details**

ANZ Customer Advocate

100 QUEEN STREET VIC 3000

**Tel:** +61 3 9273 6523

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

(c) 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

**Tel:** 1300 780 808

**Fax:** +61 3 9613 6399

**Internet:** <http://www.fos.org.au>

## 24. EFT Code of Conduct

We warrant that we will comply with the requirements of the Electronic Funds Transfer Code of Conduct where that code applies.

## 25. Code of Banking Practice

If you are an individual or a small business (as defined by the Code of Banking Practice) we are bound by the Code of Banking Practice when we provide our products or services to you.

## 26. Waiver

The waiver by us of any rights arising from a breach of the terms of the PDS, or of any rights or powers arising under the PDS, must be in writing and signed by us. A failure or delay by us in the exercise, or partial exercise, of a right or power under the PDS does not result in a waiver of that right or power. You may not rely on any conduct, representation or statement by us or our employees as a defence to the exercise of a right or power conferred on us by these terms and conditions. This provision may not itself be waived except by us in writing.

## 27. Privacy

### (a) Privacy

When you deal with ANZ, ANZ is likely to collect and use some information about you. We explain below when and how ANZ may collect and use your information. References to “ANZ Group” in this clause mean ANZ, ING Australia Limited (INGA) and their related bodies corporate. INGA is a joint venture between ANZ and ING Group.

#### (i) Collection of your information

ANZ may collect your personal information:

- (A) to provide information about a product or service;
- (B) to consider your request for a product or service;
- (C) to provide you with a product or service;
- (D) to tell you about other products or services;
- (E) to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of a product or service;
- (F) to perform administrative and operational tasks (including for ANZ Group: risk management, debt collection, systems development and testing, credit scoring, staff training, and market or customer satisfaction research);
- (G) to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- (H) as required by relevant laws, regulations, Codes and external payment systems.

(ii) Absence of relevant personal information

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

(iii) Providing your information to others

Subject to our general duties of confidentiality towards our customers, ANZ may provide your information to:

- (A) another member of ANZ Group;
- (B) any outsourced service provider to ANZ Group (for example mailing houses or debt collection agencies);
- (C) an alliance partner for the purpose of promoting or using its products or services (and any of its outsourced service providers);
- (D) credit reporting agencies;
- (E) regulatory bodies, government agencies, law enforcement bodies and courts;
- (F) other parties ANZ Group is authorised or required by law to disclose information to;
- (G) participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
- (H) insurers and reinsurers;
- (I) any person who introduces you to ANZ;
- (J) your referee(s) or your guarantor(s) (or intending guarantor(s));
- (K) your employer; or
- (L) your representative (for example, your lawyer, mortgage broker, attorney or executor).

(iv) Accessing your personal information held by ANZ

Subject to the provisions of the Privacy Act, you may access your personal information at any time by asking to do so at any ANZ Branch or by calling 13 33 50. ANZ may charge you a reasonable fee for access.

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

(v) Collecting your sensitive information

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

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

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

(vii) Your consent to ANZ's collection, use and disclosure of personal information

When you purchased your Card, you consented to:

- ANZ collecting your personal information to enable it to provide the product applied for; and
- ANZ disclosing your personal information to:
  - › any person who introduces you to ANZ;
  - › any service provider ANZ engages to carry out or assist its functions and activities;
  - › any third party providing you with a product or service in relation to your Card;
  - › credit reporting agencies;
  - › any credit provider to help you avoid a default on your obligations or to inform them of your default;
  - › to participants in the payments system (including financial institutions, merchants and payments organisations);
  - › other persons ANZ is authorised or required by law to disclose information to (and other persons where you have consent to the disclosure).

- (viii) Your consent in relation to promotion of other products or services

Unless you have told ANZ otherwise, when you purchased your Card you also consent to ANZ using your personal information to promote its products or those of its related companies and alliance partners and disclosing your personal information to its related companies or alliance partners to enable them or ANZ to market their products or services.

Where you do not want ANZ to tell you about its products or services or those of its related companies or alliance partners, you may withdraw your consent by calling 13 22 73 at any time.

Your consent to the use and disclosure of your personal information applies to any personal information collected by ANZ in the course of your relationship with ANZ.

## **28. Notices**

- (a) We can deliver a notice to you personally, in which case the date of delivery is the date on which you receive the notice.
- (b) If we mail a notice to you, notice is taken to have been given on the day it would have been delivered in the ordinary course of post, if we mailed it to your last known address recorded by us in respect of your Card.
- (c) Where permitted to do so by law, we may provide you with a notice, other documents or information:
- (i) electronically to your email address, or other electronic mail address, last known to us; or
  - (ii) to any person nominated by you to receive such notices, documents or information.

## **29. Change of name or address**

- (a) You must notify us of any change of name or address (or both) as soon as possible, by:
- (i) mailing details of the change(s) to the address listed at the front of this agreement;
  - (ii) attending an ANZ Foreign Exchange Centre and providing details of the ANZ Travel Card you hold and the changed details;

- (iii) visiting My Account and following the prompts; or
  - (iv) calling ANZ Travel Card Customer Service on 1800 094 003 within Australia (free call) or +61 3 9683 7777 when overseas (call costs apply) and advising us of the details of the change (for change of address only).
- (b) We will not accept a post office box address as a valid residential address for you.
- (c) We will not be responsible for any errors or losses associated with any change of name or address (or both) where we have not received prior notice.

### **30. Assignments**

We may assign any of our rights under this agreement to any person or business.

### **31. Applicable laws**

These terms and conditions are governed by and will be construed according to the laws of Victoria and you submit to the non-exclusive jurisdiction of the courts of that State.



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

