

# ANZ Consumer Lending Products

TERMS AND CONDITION | 06.14  
TIMOR LESTE EDITION



# Introduction

## References to ANZ

In these Terms and Conditions, 'we', 'us', 'our' and 'ANZ' refers to Australia and New Zealand Banking Group Limited ABN 11 0005 357 522.

## Read your product terms and conditions

You should read all relevant terms and conditions material that is provided to you and ask ANZ about any issues that concern you.

This document does not contain all the precontractual information required to be given to you. The rest of the information is contained in your Letter of Offer.

*Your Letter of Offer describes the annual percentage rate, repayments and credit fees and charges that apply to your loan or facility. When you accept the offer of credit from ANZ in your Letter of Offer, you agree to pay the annual percentage rate (interest) on the amount of credit provided by ANZ and to pay the credit fees and charges and to make the repayments described in the Letter of Offer (but subject to change as described in this booklet and in the Letter of Offer).*

If you accept the offer of credit made to you, the contract will be made up of (collectively, the "Agreement"):

- the terms in your Letter of Offer;
- these ANZ Consumer Lending Terms and Conditions ("Terms and Conditions"); and
- any special conditions accompanying your Letter of Offer or otherwise agreed in writing by you and ANZ to be "Special Conditions";

as may be varied, amended and supplemented from time to time.

Part or all of these Terms and Conditions that are illegal or unenforceable may be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions remain in force.

## About this booklet

You must read these Terms and Conditions along with the 'ANZ Personal Banking account Fees and Charges' booklet. These will form your terms and conditions for the products and services listed.

If you require a copy of the 'ANZ Personal Banking account Fees and Charges' booklet, please drop into one of our branches or call +670 3306100 on business days from 9:00am to 4:00pm.

## How to use this booklet

Below you will see the list of products and services that these Terms and Conditions cover and over the page are detailed contents, including page references.

This booklet outlines areas such as opening and using ANZ accounts, specific product terms and conditions and how to contact us (at the back of this booklet).

## General enquiries

If you have any general enquiries about this booklet, or the terms and conditions contained within it, or simply need more information about any ANZ account, please ask at any ANZ branch or phone our Customer Service Centre on +670 3306100 on business days from 9:00 am to 4:00 pm.

This booklet contains terms and conditions for the following consumer lending products:

- Personal Loans.

It is important that you read and understand the above mentioned documents. If you do not understand, or are unsure about any aspect of these documents, do not hesitate to ask us to clarify the matter for you.

When you are reading these ANZ Consumer Lending Products Terms and Conditions, keep in mind that some terms have a special meaning which is explained under Section 1 of this document.

# Contents

<b>Section 1: General Conditions</b>	<b>6</b>	
1.1	Definitions	6
1.2	Actual amounts you need to pay may be different from those in your Letter of Offer	8
1.3	Annual Percentage Rate (Interest Rate)	8
1.4	Processing of repayments, additional payments or other transactions	9
1.5	How fees and charges are payable	9
1.6	Changes to fees and charges	10
1.7	Government charges	10
1.8	ANZ's rights if there is a default under the Agreement	11
1.9	Enforcement expenses	12
1.10	Joint and several liability	12
1.11	Disclosure of financial information	12
1.12	Collection of information	12
1.13	Statements	14
1.14	Notices	15
1.15	Transfer of ANZ's rights	16
1.16	Waiver	17
1.17	Changes to terms and conditions	17
1.18	Availability of funds	17
1.19	Accepting your Letter of Offer	18
1.20	Disruption to service	18
1.21	Withholding	19
1.22	Changes in Government Requirements	19
1.23	Changes in the law	20
1.24	Market disturbance	20
1.25	Law and jurisdiction	21
1.26	Force Majeure	21
1.27	Dispute resolution	22
1.28	If you are in financial difficulty	22
1.29	Anti-Money Laundering and sanctions	22

1.30	Indemnity	23
1.31	Loan purpose	24
1.32	Loan disbursement	24
1.33	Drawdown confirmation	24
1.34	How interest is calculated and debited	24
1.35	Loan repayments	25
1.36	Changes to repayments of principal and interest	25
1.37	Repaying your loan early during a variable interest rate period	26
<b>Section 2: Information statement</b>		<b>27</b>
<b>The Contract</b>		<b>27</b>
2.1	How can I get details of my proposed credit contract?	27
2.2	How can I get a copy of the final contract?	27
2.3	Can I terminate the contract?	27
2.4	Can I pay my credit contract out early?	28
2.5	How can I find out the pay out figure?	28
2.6	Will I pay less interest if I pay out my contract early?	28
2.7	Can my contract be changed by ANZ?	28
2.8	Will I be told in advance if ANZ is going to make a change in the contract?	28
2.9	Is there anything I can do if I think that my contract is unjust?	29
<b>General</b>		<b>29</b>
2.10	What do I do if I cannot make a repayment?	29
2.11	What if ANZ and I cannot agree on a suitable arrangement?	30
2.12	Can ANZ take action against me?	30
2.13	Do I have any other rights and obligations?	30
<b>Customer Enquiries</b>		<b>31</b>

# Section 1: General Conditions

## 1.1 Definitions

The following definitions apply unless otherwise stated:

- **'Acceptance Period'** means the period described as such in your Letter of Offer.
- **'accrued interest'** means interest which ANZ is entitled to charge, but that has not yet been debited to your account.
- **'Agreement', 'contract' or 'credit contract'** means your Letter of Offer, these Terms and Conditions, and any special conditions accompanying your Letter of Offer or otherwise agreed in writing by you and ANZ, or as incorporated pursuant to the Terms and Conditions.
- **'annual percentage rate'** means the interest rate/s applicable to your loan or facility, as set out in your covering Letter of Offer (but subject to change as described in the Letter and these Terms and Conditions).
- **'ANZ Group Member'** means ANZ and each of its branches, representative offices, regional offices, subsidiaries, affiliates, related entities, employees, officers and agents, in any country.
- **'business day'** means any day from Monday to Friday (excluding public holidays), on which ANZ is open for business in at least one of its branch locations in Timor Leste.
- **'date of advance'** means, for full sum advance loans, the date all or any of the loan is first advanced. For progressively drawn loans, it means the date on which any part of the loan is first advanced.
- **'date of disclosure'** means the date of disclosure specified in your Letter of Offer.
- **'disruption to service'** means that a service is temporarily unavailable, or that a system or equipment fails to function in a normal or satisfactory manner.
- **'event of default'** is defined in Section 1.8 of these Terms and Conditions.
- **'facility' or 'loan'** means an ANZ Home Equity Loan, an ANZ Equity Manager facility, or an ANZ Personal Loan, or such other facility or loan provided by ANZ, the details of which are described in your Letter of Offer.

- **‘Guarantor’** means a person (other than you) who has given, gives or is to give a security for the purpose of securing any loan or facility provided to you and includes that person’s executors, administrators, successors and transferees.
- **‘law’** means any law, legislation, regulation, proclamation, ordinance, by-law, rule, instrument, official directive, ruling, order or notice of any court or government body, circular, code of practice, code of conduct, prudential requirement or licensing requirement, in any country.
- **‘Letter of Offer’** means the letter of offer provided by ANZ and accepted by you, which covers your loan or facility.
- **‘material adverse change’** is defined in Section 1.11 of these Terms and Conditions.
- **‘scheduled balance’** means the loan balance that your loan would have had, if you only ever paid the minimum repayments as they fell due on your loan.
- **‘security’** means any:
  - (a) security for the payment of money or performance of obligations, including a mortgage, charge, security interest, lien, pledge, trust or title retention or flawed deposit arrangement; or
  - (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
  - (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
  - (d) third party right or interest, or any right arising as a consequence of the enforcement of a judgment, or any agreement to create any of them or allow them to exist; or any agreement to create any of them or allow them to exist.
- **‘Terms and Conditions’** means the terms and conditions described in this booklet.
- **‘Variable Interest Rate Period’** means the period described as such in your Letter of Offer.
- **‘you’** includes any of the persons accepting the offer in your Letter of Offer.

## 1.2 Actual amounts you need to pay may be different from those in your Letter of Offer

The actual amounts you need to pay under your loan or facility, including repayments and interest rates, may be different from the amounts set out in your Letter of Offer. This is because the financial details in your Letter of Offer are based on some assumptions that may change. The financial details in your Letter of Offer:

- use interest rates and fees applicable at the date of disclosure (set out in your Letter of Offer);
- assume the loan or facility will be fully drawn on the date of advance (where relevant) unless you nominated a progressive drawdown;
- include government duties and taxes payable on foreseeable withdrawals and receipts; and
- include periodic bank fees, where applicable, except when they are to be paid from another account.

## 1.3 Annual Percentage Rate (Interest Rate)

### Interest rates can change

**Variable** reference rates (or Index rates) can be changed at any time including the period between the date of disclosure (set out in your Letter of Offer) and the date of drawdown.

If your Letter of Offer provides for an interest rate margin, that margin will, unless varied by ANZ, apply for the term of the loan or facility.

### Notifying you of changes

If there is a change in the reference rate or interest rate margin that applies to your loan or facility, you will be notified no later than the date on which the change takes effect, by notice in writing or advertisement published in a national newspaper.

Details of the change will also appear on your next statement. For further information in respect of other changes that may be made in respect of interest rates, refer to Section 1.13 below.

You can also check interest rates and reference rates by enquiring at any ANZ branch or calling +670 3306100.

## 1.4 Processing of repayments, additional payments or other transactions

If you make a request in relation to your ANZ loan or facility on a day that is not a business day, your request will generally be submitted for consideration on the following business day.

Generally, any transaction made on your ANZ loan or facility will be processed on the same day as long as it is made before the following times:

- 4pm Timor-Leste time on business days for repayments, withdrawals or deposits at ANZ branches.

Any transaction made after these cut-off times may be processed on the following business day.

If a payment is made by mail it will be credited to your account by ANZ on the date of receipt. You should allow a suitable amount of time for the mail to reach ANZ.

If a cheque used for a repayment is dishonoured, the repayment will be treated as not having been made, and interest will continue to accrue on the unpaid daily balance until actual payment is received. If a repayment or other payment is due on the 29th, 30th or 31st of a month which does not contain such a date, it is due on the last day of that month.

If a repayment or other payment is due on a day which is not a business day, it must be paid on the next business day.

A repayment or other payment made to your account on the last day of a statement period may not appear on the statement issued for that period. If so, the repayment or other payment will instead appear on your next statement, together with its effective date.

## 1.5 How fees and charges are payable

Fees and charges are payable in the following manner:

- for continuing credit facilities, they will be added to the unpaid daily balance and accrue interest at the same rate, and in the same manner, as advances; and

- in all other situations, they will be debited to your nominated ANZ account on the day they are due. Where you have not nominated an account, they will be debited to your loan. Any fee debited to your loan which is not paid immediately will be added to the unpaid daily balance and accrue interest at the same rate as the principal.

When a fee is charged in arrears and your loan or facility is repaid or terminated before the fee is due to be charged, ANZ can charge this fee on a pro-rata basis to cover the period up to the date of repayment or termination.

## 1.6 Changes to fees and charges

ANZ can do the following:

	Minimum number of days of notice	Method of notice
Introduce a new fee, change the frequency or payment dates of each fee	30 days	News media advertisement supported by internal branch communications.
Increase a fee, change the method of calculation or manner of payment of each fee	30 days	News media advertisement supported by internal branch communications.
Decrease a fee	Day of change	News media advertisement supported by internal branch communications.

If any other change reduces your obligations, ANZ can give less than 30 days notice but you will be notified with or on your next statement.

## 1.7 Government charges

Government duties, taxes and other charges incurred because of receipts and withdrawals (including

cheques) made to or from your account, are payable by you.

### **1.8 ANZ's rights if there is a default under the Agreement**

If any of the following events of default occur, ANZ can refuse to provide further credit and (subject to notice as described below) require you to make immediate repayment in full of all money you owe ANZ or will or may owe ANZ in the future under the loan or facility.

An event of default occurs:

- if you do not make a payment due under the Agreement by its due date;
- if there is any breach of any term or condition of this loan or facility, any other facility provided to you by ANZ, or any security provided to ANZ for this loan or facility or the other facility;
- if, in ANZ's opinion, any event or circumstance arises causing a material adverse change in your financial situation likely to affect your ability to meet your obligations under the loan or facility or any security for it.

A material adverse change includes, but is not limited to:

- your death; or
- termination of your employment; or
- your insolvency; or
- enforcement proceedings by any creditor against you or any property mortgaged as security for this loan or facility; or
- any reduction in the value of property mortgaged to ANZ as security for this loan or facility; or
- any insurance over the mortgaged property being cancelled or declined; or
- any information supplied by you to ANZ in connection with this loan or facility or any security for this loan or facility being found to be untrue, incorrect or incomplete; or
- a material adverse change to the effectiveness or priority of any security granted by you or a guarantor for this loan or facility.

Before ANZ requires immediate repayment in full, you will be given 30 days written notice to allow you an opportunity to remedy your default. If ANZ fails to

give you notice regarding any event of default, ANZ has not waived its right to do so later.

However ANZ will not give you such notice if:

- ANZ believes, on reasonable grounds, that it was induced by fraud on your part to enter into the loan or facility; or
- ANZ has made reasonable attempts to locate you, but without success; or
- a court authorises ANZ to require immediate repayment without giving such a notice.

### **1.9 Enforcement expenses**

If you breach the loan or facility or any security required under it, you will be required to pay expenses reasonably incurred by ANZ in enforcing or preserving its rights under the loan or facility, or the security. These expenses include those incurred by ANZ in preserving or maintaining property secured, collection expenses and expenses resulting from dishonour of a cheque or payment. Enforcement expenses resulting may be debited in the same way as other fees and charges.

### **1.10 Joint and several liability**

If there is more than one person who is party to the loan or facility, then each person is liable individually for the full amount of the loan or facility, in addition to each of you being jointly liable with each other.

### **1.11 Disclosure of financial information**

ANZ can require you to provide information about your financial circumstances at any time during the loan or facility to show there has been no material adverse change in your financial situation which may be likely to affect your ability to meet your obligations under the loan or facility.

### **1.12 Collection of information**

When you deal with ANZ, we may collect and use some of your information, including details about your transactions, your financial conditions, your relationship with us and/or your loan/s or facility/ies (collectively referred to as “**information**”). We explain below when and how we may collect, use and disclose your information.

## (1) Collection of information

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

- (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 perform internal administrative, operational and technology tasks (including technology infrastructure maintenance and support, application maintenance and support, risk to perform internal administrative, operational and technology tasks (including technology infrastructure maintenance and support, application maintenance and support, risk management, systems development and testing, credit scoring, staff training and market, customer satisfaction research and business continuity management);
- (f) to prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);
- (g) as may be required under laws and/or by agreements with government agencies or revenue authorities, whether inside or outside of the country where your facility/ies is provided and held with us, to make inquiries about your tax status; and
- (h) as required by relevant laws and external payment systems, whether inside or outside of the country where your facility/ies is provided and held with us.

## 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.

## (2) Disclosure of information by ANZ

By applying for and/or continuing to use the loan/s or facility/ies provided by us, you acknowledge and agree that any information that ANZ has collected or will collect from or about you from time to time may be disclosed to and/or collected, held, processed, stored in electronic or

virtual data storage, or used, in whole or in part, in any country by the following persons:

- (a) any ANZ Group Member;
- (b) any outsourced provider, contractors, agents, auditors and advisers which ANZ or any ANZ Group Member engages to carry out or assist with its banking functions and activities (for example mailing houses, credit reporting or debt collection agencies);
- (c) regulatory bodies, government agencies, revenue authorities, law enforcement bodies and courts, whether inside or outside of the country where your facility/ies is provided and held with us, for the purposes of complying with any law and/or disclosure obligations we may have under an agreement with such bodies, whether the disclosure is made directly or through any ANZ Group Member;
- (d) other parties ANZ Group Members are authorised or required by law to disclose information to;
- (e) participants in the payments system (including payment organisations and merchants) and other financial institutions (for example banks);
- (f) insurers and reinsurers;
- (g) your representative (for example your legal adviser, mortgage broker, attorney or executor);
- (h) any person, which in ANZ's view, the disclosure is necessary or desirable for the purpose of allowing us to perform our duties and to exercise our powers and rights under this agreement; or
- (i) any person with your prior written consent.

### **1.13 Statements**

ANZ will provide a statement for loans at least once every six months, or more often if required by either you or ANZ. This may be by way of internet statements.

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

## 1.14 Notices

### How ANZ gives you notice

Any statement of account issued and served by ANZ on you, including, without limitation, any notice relating to interest rate and interest rate payable by you for a loan or facility, shall be deemed correct and shall be conclusive and binding against you as to the matters and amounts therein stated save for manifest error.

ANZ can send a written notice, statement or demand for payment to you by sending it by post, facsimile or similar facility to your residential or business address or by leaving it at that address. ANZ can use the last address it has recorded for you. If you change your name or address, you must let ANZ know as soon as possible. If there is more than one person who is party to this loan or facility, any notice, statement or demand will be given to each one of you at your residential or business address.

A notice, statement or demand from ANZ will be considered to have been received by you:

- if left at your address, on the date delivered or the date it bears, whichever is the later;
- if sent by post, on the date it would have been delivered in the ordinary course of post or the date it bears, whichever is the later; and
- if sent by facsimile or other electronic means, on the date it bears or the date the transmitting machine reports it was sent, whichever is the later.

A demand for payment can be signed by any officer of ANZ, or any agent authorised by an officer of ANZ. Any other form of notice or statement need not be signed, unless the law requires it.

A certificate signed by any officers of ANZ as to any amount of monies and liabilities from the time being due from you to ANZ under any loan or facility shall, in the absence of manifest error, be conclusive evidence as against you that such liabilities have been properly incurred with respect to the amount or amounts certified.

## **How you give ANZ instructions and notice**

A notice that you give to ANZ must be signed by you or by your authorised representative unless otherwise agreed in writing with ANZ. You may give ANZ a notice by handing it in at any of our branches or by posting it to ANZ's address, as detailed at the back of this document. Your notice will be deemed to be received by ANZ when ANZ receives it.

If you give ANZ notice that is expressed to be, or must be read as, irrevocable, you are not able to revoke it and it binds you from the time you give it.

Subject to the prior written approval of ANZ, you may give ANZ instructions or notices via facsimile, email or telephone. However, ANZ shall be entitled to refuse to accept such instructions or notices, without explaining ANZ's reasons for doing so. If ANZ does accept instructions or notices by facsimile, email or telephone, then ANZ may conclusively rely upon them if the member of staff receiving such a notice believes at the time that they were given by you or on your behalf and are duly authorised, accurate and complete, notwithstanding that it may subsequently transpire that they are not so given or not duly authorised, accurate and complete, and notwithstanding that the confirmation subsequently received from you or any subsequent confirmation differs in any respect from such instructions or notices, and you shall keep ANZ fully indemnified from and against all actions, proceedings, claims, demands or losses which ANZ may incur or sustain by reason either directly or indirectly of acting on such instructions or notices.

Acknowledgement of your notice may be given by ANZ in writing, in person, facsimile transmission, email or telephone.

You authorise ANZ to record electronically any conversations between you and ANZ and such recording or transcripts of recordings may be produced as evidence in any proceedings.

### 1.15 Transfer of ANZ's rights

ANZ may, without telling you or obtaining your consent:

- assign any of its rights under this contract; and
- give information about this contract and your obligations under it to any assignee of ANZ's rights under this contract, or anyone who is considering becoming an assignee.

### 1.16 Waiver

The rights that ANZ has under the Terms and Conditions cannot be waived except by ANZ giving you written notice waiving the particular right.

In particular:

- a. ANZ does not waive any right that ANZ has in connection with this Agreement merely because ANZ does not exercise it, or does not exercise it as soon as it can;
- b. if ANZ exercises a right once or partly, it does not mean that ANZ cannot exercise that right again or other rights; and
- c. the rights and remedies herein are cumulative and not exclusive of any rights and remedies provided by law.

### 1.17 Changes to terms and conditions

To the maximum extent permitted by law, ANZ can vary any of the following:

- the dates on and frequency with which interest will be charged or debited, and the method of calculating interest. However, no such change will be made during any fixed interest rate period;
- the manner in which interest is to be paid or charged;
- the name of any reference rate;
- the amount, method of calculation, frequency, manner of payment and number of the repayments, together with the dates on which they are to be paid;
- the excess interest rate which applies to the loan or facility if the credit limit is exceeded; and
- the minimum amount that can be withdrawn from a continuing credit facility.

ANZ will give not less than 30 days written notice of any such variation.

## **1.18 Availability of funds**

Before any funds are made available you must:

- accept your Letter of Offer. If there is more than one person who is party to the loan or facility, each party must individually accept your Letter of Offer;
- complete a disbursement order, if this is required by your Letter of Offer;
- meet any other requirements as set out in your Letter of Offer; and
- promptly execute all documents and do all things which may be required by law for you to enter into a valid and binding contract with us.

ANZ must also be satisfied that:

- the documentation complies with legal requirements;
- you have received all statements and information required by law;
- no event of default has occurred.

## **1.19 Accepting your Letter of Offer**

To accept the offer you must do either of the following within 14 days of the date of disclosure or by the Acceptance Period, (if one is specified) whichever is earlier, appearing on the Letter of Offer:

- sign the copy of your Letter of Offer marked 'Original to Sign' and return the signed copy to ANZ; or
- fulfil the requirements described in your Letter of Offer as indicating acceptance.

If you do not accept a loan or facility offer within 14 days or by the Acceptance Period, whichever is sooner, but decide later you would like to accept it, you can contact your ANZ branch to request an extension of the Acceptance Period.

A second copy of your Letter of Offer marked 'Copy to Keep' is yours to keep along with this booklet.

## **1.20 Disruption to service**

A disruption is where a service is temporarily unavailable or where a system or equipment fails to function in a normal or satisfactory manner.

To the maximum extent permitted by law, ANZ will not be liable for any loss or damage, including consequential loss or damage, suffered because of a disruption to service. This disclaimer of liability does not apply to electronic banking transactions (see the section at the end of this booklet about the conditions which apply to those transactions). This disclaimer is in addition to, and does not restrict, any other provisions contained in these Terms and Conditions which limit ANZ's liability.

### **1.21 Withholding**

ANZ may be required to make a deduction or withholding on payments to certain account holders, and pass such amounts to a local or foreign government agency or revenue authority, by any law, legislation, regulation, order or notice of any court or government body in force in any other jurisdiction that applies to ANZ or its Group Members or under an agreement which ANZ or its Group Members has signed with a local or foreign government agency or revenue authority. Where this is required:

- (a) you agree that ANZ will make such deduction or withholding in such manner and in the minimum amount required; and
- (b) ANZ will notify you that the deduction or withholding has been made or (as applicable) any appropriate payment paid to the relevant government agency or revenue authority.

### **1.22 Changes in Government Requirements**

This section applies if:

- (a) after the date of your Letter of Offer, there is:
  - (i) a change in government requirement or a new government requirement (whether or not having the force of law);
  - (ii) a change in a tax or a new tax (for the purposes of this section 'tax' includes duties but does not include a tax on ANZ's net income in the normal course of ANZ's business); or
  - (iii) a change in the interpretation of a government requirement or a tax that affects loans or facilities of the kind contemplated in your Letter of Offer; and

- (b) its effect is, in ANZ's opinion, directly or indirectly;
  - (i) to increase the cost to ANZ of providing or maintaining the loan or facility or of providing funds under it;
  - (ii) to reduce the effective rate of return to ANZ (whether on capital, assets, deposits or otherwise) on the loan or facility. For the purposes of this section 'tax' includes duties but does not include a tax on ANZ's net income in the normal course of ANZ's business; or
  - (iii) to require ANZ to make a payment or to forgo or suffer a reduction in a return on or calculated by reference to any amount payable to it under this Agreement; and
- (c) in that event, you agree to pay to ANZ, on demand, the amount calculated by ANZ as necessary to compensate ANZ for the increase in cost or reduction in rate, attributable directly or indirectly to the changes set out in sub-section a above. The amount payable will be calculated by ANZ from the day when it first incurred the costs or suffered the reduction.

### **1.23 Changes in the law**

If ANZ gives you notice that, in ANZ's opinion, it has become illegal in a jurisdiction or otherwise impracticable for ANZ to continue to make the loan or facility available, ANZ's obligations in relation to the loan or facility will terminate and you shall on written demand by ANZ repay within the time period permitted all advances outstanding under the loan or facility, together with accrued interest thereon (calculated at the applicable rate or rates) and all other sums payable under this Agreement. Such a situation could arise because of:

- (a) a change in a government requirement or a new government requirement;
- (b) change in the law, written or unwritten, or a new law; or
- (c) a change in the interpretation of a government requirement or law.

### **1.24 Market disturbance**

If in respect of any proposed or existing advance of a particular currency ANZ is of the view that:

- (a) the relevant funds are not readily available to ANZ;

or

- (b) adequate and fair means do not exist for ascertaining the interest rate for the loan or facility;

the advance of a particular currency will not be made and if any advance in the aforesaid currency has been made, you shall on demand prepay the advance together with the accrued interest and all other sums payable under the facility to ANZ.

### **1.25 Law and jurisdiction**

- (a) The Agreement is governed by the law in force in the jurisdiction where ANZ's office is shown in your Letter of Offer.
- (b) In relation to any proceedings about or in connection with your loan or facility or any security, ANZ, you and the Guarantor (where applicable) agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under that law.
- (c) When an action is commenced in the jurisdiction where ANZ's office is shown in your Letter of Offer, it is agreed that no party shall object to such procedures and rules employed by the courts of that jurisdiction for hearing any action raised and that no references shall be made to laws and procedures emanating from a foreign court. For this purpose, all notices, services of writs, summons or court documents relating to proceedings shall be deemed served if served on the address of the party indicated in this Agreement or at the last known address indicated. This section shall not prejudice the right of parties to effect service by other means permitted by law.

### **1.26 Force Majeure**

- (a) ANZ shall not be liable for any delay in performance and/or non-performance of any of its obligations under any loan or facility or in any transaction between you and ANZ or for any losses caused by the occurrence of any contingency beyond the reasonable control of ANZ including, but not limited to:
  - (i) breakdown or failure of transmission of communication facilities; and

- (ii) sabotage, insurrection, riot or other civil disobedience, coup, act of a public enemy, failure or delay in transportation, act of any government or agency or subdivision thereof, judicial action, labour dispute, accident, fire, explosion, flood, storm or other natural cause, a shortage of labour, fuel, raw material or machinery or technical failure.
- (b) ANZ may, in its sole discretion and without liability to you, cancel any loan or facility if its performance is delayed or rendered impossible due to the occurrence of any such contingency.

## **1.27 Dispute resolution**

### **Making a complaint**

Our customer service team is your first point of contact for raising concerns or providing feedback. Talk to our staff at your local ANZ branch and they will do their best to help resolve any issues you may have.

- Call our branch on +670 3306100 (from 9.00am to 4.00pm on business days).

### **ANZ Customer Advocate**

If your complaint isn't resolved to your satisfaction, you can ask to have it reviewed by ANZ's Customer Advocate who will provide a free review of more difficult complaints to help achieve a prompt solution.

### **Contact details:**

Mail: Timor Plaza, 3rd Floor, Presidente Nicolao Lobato Dili Timor Leste

Call our Customer advocate on: +670 3306100

Email: anztimorleste@ANZ.com

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

You should inform ANZ as soon as possible if you are in financial difficulty. If you have an ANZ credit card or other ANZ loan account, ANZ will, with your agreement, try and help you overcome your difficulties with your facility, including for example, developing a repayment plan.

## **1.29 Anti-Money Laundering and sanctions**

- (1) You agree that ANZ may delay, block or refuse to process any transaction without incurring any

liability if we suspect or have reasonable grounds to suspect that:

- (a) The transaction may breach any law;
  - (b) The transaction involves or may involve any person (natural, corporate, governmental, trust, partnership or any other person) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by any supra-national organization, official body, the United States, the United Nations, the European Union or any country; or
  - (c) The transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in any country.
- (2) You must provide all information to ANZ which we reasonably require in order to manage our money-laundering, terrorism-financing or economic and trade sanctions risk and to comply with any laws in relation to these.
- (3) Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement. If you are acting on behalf of another party (such as a trustee), you agree to provide the details of the beneficial owner of the funds to ANZ, as may be required by ANZ from time to time.
- (4) You declare and undertake to ANZ that the processing of any transaction by ANZ in accordance with your instructions will not breach any laws.

### **1.30 Indemnity**

- (a) Each account holder and person authorized by an account holder discharges and indemnifies us from and against all actions, proceedings, accounts, claims, demands, loss, damage, stamp duty, registration fees, and any other direct or indirect taxes arising from or in any way related to us in good faith:
- a. acting on instructions received by mail or electronic means (whether by facsimile, telephone, internet, ATM or EFTPOS) which

- are, or are purported to be, given or signed by the account holder, the adviser, an authorised representative or an authorised third party signatory, or in the case of joint account holders, by any of them;
- b. not acting on instructions purporting to be from you where ANZ (in its opinion), considers or suspects that such instructions have been communicated to ANZ fraudulently, mistakenly or without authority or contain material omissions or errors; and
  - c. releasing information about you or the account to anyone who is, or appears to be, authorised to receive that information (including any authorised representative or third party signatory appointed by the account holder).

### **1.31 Loan purpose**

You must not use the loan funds for any purpose other than that set out in your Letter of Offer without ANZ's prior written consent.

### **1.32 Loan disbursement**

The proceeds will be paid to you or as you direct. If you want ANZ to pay money elsewhere, you must advise ANZ to whom and in what amounts the proceeds are to be paid.

If you instruct ANZ to pay out an existing ANZ account, the amount you specify may be different to the final balance owed and the actual amount payable may only be determined at the time the account is paid out. You will be required to pay any shortfall to pay out the account.

If the amount you advise ANZ to pay is more than the final balance owed on the account, no interest will be paid on the surplus.

### **1.33 Drawdown confirmation**

The annual percentage rate which initially applies to your loan will be determined at drawdown and confirmed in writing afterwards.

### 1.34 How interest is calculated and debited

Interest is calculated on the unpaid daily balance of your loan. The rate applied each day is equal to your annual percentage rate applicable at the time, divided by 365. Your Letter of Offer advises how frequently interest will be debited, but you also need to be aware that:

- if any day on which interest is due to be debited (a 'due date') is not a business day, that interest will be debited on the next business day;
- if a due date falls on the 29th, 30th or 31st of a month which does not contain such a date, the due date will be the last day of that month;
- each time interest is debited, the period covered by the interest charge will include all days (for which interest has not been previously debited) up to and including the day before the due date;
- when interest is debited after the due date, subsequent interest charges will be calculated as if the interest had been debited to your loan on the due date; and
- when interest is debited, it will be added to the unpaid balance of your loan and accrue interest at the same rate and in the same way as the principal.

If, after the loan term commences, you and ANZ agree to change the loan terms in any way, ANZ may debit any accrued interest on the day on which the change takes effect. If this occurs, your interest charging cycle will be restarted from that date.

### 1.35 Loan repayments

#### Repayments of principal and interest

You can repay the principal and interest by periodical payment from your nominated ANZ account.

### 1.36 Changes to repayments of principal and interest

#### Changes to repayment amounts before drawdown

Repayment amounts are recalculated at the date of advance to take into account your annual percentage rate at that time. Please remember that if your annual percentage rate is determined by a reference rate – this reference rate may have changed after your Letter of Offer was prepared.

If there is any change to the reference rate prior to drawdown, ANZ may recalculate your repayments and the recalculated repayments may be different to the amount detailed in your Letter of Offer. For lending for personal use following your acceptance of your Letter of Offer we will give not less than 30 days written notice of your new repayment amounts.

### **Variable Interest Rate Loans**

Variable interest rates can change at any time during the life of your loan and if this occurs, the amount of your repayments may need to change if you are to repay your loan within its agreed term.

After any increase in your interest rate, ANZ can increase your repayments so they are sufficient to pay out the scheduled balance of your loan within the agreed term. ANZ will not automatically do this every time an interest rate change occurs.

For lending for personal use we will give not less than 30 days written notice of any repayment change made by ANZ. If you wish to change the amount of your repayments, please contact ANZ.

#### **1.37 Repaying your loan early during a variable interest rate period**

If you decide to repay your loan early, you may contact ANZ to request the amount required to repay your loan on that day. The amount required to repay your loan is accurate for the day that it is provided by ANZ, and may vary depending on when you repay your loan.

## Section 2: Information statement

### Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of yourself and your credit provider, Australia and New Zealand Banking Group Limited ABN 11 005 357 522 ("ANZ").

It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact ANZ and if you still have concerns, contact ANZ's external dispute resolution scheme, or get legal advice.

## The Contract

### 2.1 How can I get details of my proposed credit contract?

ANZ must give you a pre-contractual statement containing certain information about your contract. The pre-contractual statement, and this document, must be given to you before:

- your contract is entered into; or
- you make an offer to enter into the contract, whichever happens first.

### 2.2 How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to ANZ, you must be given a copy to keep.

Also, ANZ must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if ANZ has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to ANZ and ask for one. ANZ may charge you a fee. ANZ has to give you a copy within 30 days of your written request.

### **2.3 Can I terminate the contract?**

Yes. You can terminate the contract by writing to ANZ so long as:

- you have not obtained any credit under the contract;  
or
- a card or other means of obtaining credit given to you by ANZ has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

### **2.4 Can I pay my credit contract out early?**

Yes. Pay ANZ the amount required to pay out your credit contract on the day you wish to end your contract.

### **2.5 How can I find out the pay out figure?**

You can write to ANZ at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

ANZ must give you the statement within 7 days after you give your request to ANZ. You may be charged a fee for the statement.

### **2.6 Will I pay less interest if I pay out my contract early?**

Yes. The interest you can be charged depends on the actual time money is owing.

However, you may have to pay an early termination charge (if your contract permits ANZ to charge one) and other fees.

### **2.7 Can my contract be changed by ANZ?**

Yes, but only if your contract says so.

### **2.8 Will I be told in advance if ANZ is going to make a change in the contract?**

That depends on the type of change. For example:

- you get at least same day notice for a change to an

annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.

- you get 30 days advance written notice for:
  1. a change in the way in which interest is calculated; or
  2. a change in credit fees and charges; or
  3. any other changes by ANZ; except where the change reduces what you have to pay or the change happens automatically under the contract.

## **2.9 Is there anything I can do if I think that my contract is unjust?**

Yes. You should first talk to ANZ. Discuss the matter and see if you can come to some arrangement.

Our customer service team is your first point of contact for raising concerns or providing feedback. Talk to our staff at your local ANZ branch and they will do their best to help resolve any issues you may have.

If you are not satisfied with the resolution offered by our Customer Service Area, you can have your complaint reviewed by ANZ's Customer advocate who provides a free, independent review to reach a resolution that is fair to you and ANZ.

### **Contact details**

Mail: Timor Plaza, 3rd Floor, Presidente Nicolao Lobato  
Dili Timor Leste

Call our Customer advocate on: +670 3306100

Email: [anztimorleste@ANZ.com](mailto:anztimorleste@ANZ.com)

## General

### 2.10 What do I do if I cannot make a repayment?

Get in touch with ANZ immediately. Discuss the matter and see if you can come to some arrangement. You can ask ANZ to change your contract in a number of ways, for example:

- to extend the term of your contract and reduce payments;
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

### 2.11 What if ANZ and I cannot agree on a suitable arrangement?

If ANZ refuses your request to change the repayments, you can ask ANZ to review this decision if you think it is wrong.

### 2.12 Can ANZ take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact ANZ's Customer Advocate, or get legal advice.

### 2.13 Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also read your contract carefully.

Please keep this information statement. You may want some information from it at a later date.

# Customer Enquiries

## General enquiries

Phone: +670 3306100

9.00am - 4.00pm Mon - Fri

Email: [anztimorleste@ANZ.com](mailto:anztimorleste@ANZ.com)

## Postal address

P.O. Box 264

Dili, Timor-Leste

## Main address

Timor Plaza, 3rd Floor,

Presidente Nicolao Lobato

Dili Timor Leste

