

# INTERNATIONAL MONEY TRANSFER TERMS AND CONDITIONS

## 1. USE OF A CORRESPONDENT

- 1.1 ANZ may, in certain circumstances, use a Correspondent to make the payment.
- 1.2 ANZ may terminate the use of a Correspondent to process a payment on behalf of ANZ. Should ANZ terminate a Correspondent, ANZ may not be able to process a payment instruction on your behalf. ANZ will contact you immediately should we not be able to process your payments. You acknowledge and agree that should this occur, ANZ will not be held liable for any cost, loss or liability incurred by you or the beneficiary as a result of ANZ not being able to process your payments due to ANZ terminating a Correspondent. You also acknowledge and agree that ANZ shall not be liable for any cost, loss or liability incurred by you and/or your beneficiary as a result of any delay in, or failure of processing your payment instructions by a Correspondent.
- 1.3 ANZ may receive a commission from, or enter into commission/revenue sharing arrangements with, the Correspondent, the amount of which will depend on various factors.

## 2. CORRESPONDENT COMMISSIONS, FEES OR OTHER CHARGES

- 2.1 A Correspondent may charge commissions, fees or other charges in making the payment to the beneficiary's account. Unless other arrangements are in place with the Correspondent, those commissions, fees or charges will normally either be deducted by the Correspondent from the funds paid to the beneficiary's account, or passed on to ANZ.
- 2.2 Where the deduction is made, the beneficiary will receive less than the payment amount specified in your instructions.
- 2.3 If those commissions, fees, or charges are passed on to ANZ, then you will be required to reimburse ANZ for them.
- 2.4 At your request, ANZ will seek to obtain, within ten working days, details of the commissions, fees or other charges for specified Correspondent(s) used by ANZ. You acknowledge that ANZ's ability to obtain such details is reliant upon the co-operation of the specified Correspondent(s).

## 3. DELAYED PAYMENT

- 3.1 Subject to satisfying the requirements under clause 3.3, funds transferred overseas by ANZ should be available for payment to the beneficiary's account within forty-eight hours of ANZ accepting your instructions or, in the case of International Money Transfer requests submitted via post or courier, forty-eight hours from the time ANZ receives such requests.

3.2 ANZ will not be liable for any costs losses or damages if a Delayed Payment occurs and ANZ acted in good faith on your instructions.

3.3 ANZ may contact you to confirm your instructions or your identity and may ask you to undertake further actions (such as an identification check). Without limitation to clause 6, if ANZ is unable to confirm your instructions or your identity to its satisfaction, then ANZ may decide in its absolute discretion to delay, block or refuse to make payment and in doing so will not be held liable to you for any costs, losses or damages caused or suffered as a result.

## 4. ENQUIRIES AND STOPPING OR CANCELLING A PAYMENT

- 4.1 In some limited circumstances, ANZ may be able to stop or cancel a transfer of funds.
- 4.2 Contact ANZ's International Customer Service line on 1800 681 683 (or + 61 3 8646 8923) to request ANZ to stop or cancel a payment, or request an enquiry.
- 4.3 You acknowledge that if ANZ agrees to stop or cancel a payment, ANZ will not return the funds to you until they are received by ANZ from the Correspondent. If the funds have not yet been sent by ANZ to the Correspondent, the funds will be available to you on the same day that you made the request to stop or cancel the relevant payment. If you requested the funds to be withdrawn from an ANZ bank account, the funds will be returned to this account.
- 4.4 Where you request ANZ to stop or cancel a payment or transfer of funds, ANZ will charge you fees in accordance with these terms and conditions. The fees are applicable regardless of whether or not we are successful in stopping or cancelling the payment. You acknowledge that Correspondents may also charge a fee and that this will be deducted from the returned funds. You agree to indemnify ANZ for any loss that occurs as a result of ANZ agreeing to stop or cancel a payment, which includes any loss as a result of any foreign exchange movement between and including the date of the original conversion of your funds and the date you are notified by ANZ of the return of the payment. ANZ will convert the value of the returned payment into Australian Dollars using ANZ's applicable prevailing rate on the day you are notified by ANZ of the return of the payment.

## 5. INSTRUCTIONS GIVEN BY TELEPHONE TO STOP OR CANCEL A PAYMENT

- 5.1 When giving instructions by telephone, you will need to provide ANZ with Identification Information. You acknowledge that ANZ will rely on the Identification Information. You also acknowledge that making Identification Information available to other people increases the risk of fraud. Except in the case of fraudulent or negligent conduct by an employee or agent of ANZ. ANZ is not liable for any loss that arises

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from Identification Information being available to other people. ANZ may rely on all instructions received from any person using the Identification Information.

- 5.2 You agree to indemnify ANZ for any loss, cost, expense or other liability (including any charges) sustained or incurred by ANZ as a result of ANZ acting in good faith on your verbal instructions.

## 6. ANTI-MONEYLAUNDERING AND COUNTER-TERRORISM FINANCING (AML/CTF) AND SANCTIONS

6.1 You agree that ANZ may delay, block or refuse to process any transaction without incurring any liability and without informing you of the reasons, if ANZ suspects that the transaction:

- (a) may breach any laws or regulations in Australia or in any other country;
- (b) 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 States, the European Union or any country; or
- (b) may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in Australia or any other country.

6.2 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.

6.3 You agree that ANZ may disclose any information concerning you or any person named in the payment instruction to:

- (a) any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere; and
- (b) any Correspondent ANZ uses to make payment for the purpose of compliance with any such law or regulation.

6.4 You declare and undertake to ANZ that the processing of any transaction by ANZ in accordance with your instructions will not breach any laws or regulations in Australia or any other country.

## 7. RETURN OF THE PAYMENT BY THE CORRESPONDENT

7.1 In the event that a payment cannot be applied by a Correspondent, the Correspondent will either request additional information or return the payment to ANZ, less any fees. Where additional information is requested, ANZ will attempt to contact you via the telephone number you give to ANZ to obtain the required information.

7.2 Where the payment is returned, ANZ will credit your account with the Australian Dollar equivalent of the amount received (less ANZ and/or the Correspondent's charges), at our prevailing buying rate of exchange for that currency on the date that we credit your account. Please note that this rate of exchange is likely to be different from the rates which applied when you requested your payment. This may mean that the credit to your account is of greater or lesser value than the original debit.

## 8. ANZ'S FEES

8.1 ANZ's fees for this service are as follows:

(a) Issuance:

International Money Transfer over the counter \$32.00

(b) Other additional fees and charges:

Cancelling an International Money Transfer after it has been requested \$25.00 plus any out of pocket expenses

Making enquiries regarding a payment \$25.00

Return of the payment by the Correspondent \$25.00 plus any out of pocket expenses

8.2 You agree that ANZ may debit your account for any fees, commissions or other charges and expenses as outlined in these terms and conditions.

Fees do not include Goods and Services tax as it is not applicable.

## 9. EXCHANGE RATE

Where you purchase an International Money Transfer in a currency other than Australian dollars, the exchange rate that applies to the purchase of the currency is either the ANZ published exchange rate on ANZ.com or a market based rate of exchange, depending on the value of the transaction or the method you use to request the International Money Transfer, at the time your request is submitted or accepted by ANZ.

## 10. PRIVACY AND CONFIDENTIALITY – ANZ'S COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

When you deal with ANZ, ANZ is likely to collect and use some of your personal information. ANZ explains below when and how ANZ may collect and use your 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.

10.1 ANZ may collect your personal information:

- (a) to provide you with 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;

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- (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 other administrative and operational tasks (including 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.
- 10.2 Subject to our general duties of confidentiality towards our customers, ANZ may need to disclose your personal information to:
- (a) your referee(s)
  - (b) credit reporting or debt collection agencies;
  - (c) an organisation that is in an arrangement or alliance with ANZ for the purpose of promoting or using their respective products or services (and any agents used by that organisation in administering such an arrangement or alliance);
  - (d) any service provider ANZ engages to carry out or assist its functions and activities;
  - (e) regulatory bodies, government agencies, law enforcement bodies and courts;
  - (f) other parties ANZ is authorised or required by law to disclose information to;
  - (g) other financial institutions (such as banks);
  - (h) mortgage insurers and any reinsurer of any such mortgage insurer;
  - (i) your guarantors (and intending guarantors);
  - (j) any person who introduces you to ANZ;
  - (k) your authorised agents or your executor, administrator or your legal representative.
- 10.3 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. 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.
- 10.4 ANZ will not collect sensitive information about you, such as health information, without your consent.
- 10.5 If you give ANZ personal information about someone else or direct someone else to give their personal information to ANZ, you will show that person a copy of this clause so that they may understand the manner in which their personal information may be used or disclosed by ANZ.

## 11. CODE OF BANKING PRACTICE

If you are an individual or a small business (as defined in the Code of Banking Practice), the Code of Banking Practice applies to this transaction. ANZ is required to abide by the Code of Banking Practice.

## 12. FINANCIAL SERVICES DISPUTE RESOLUTION SCHEMES

### 12.1 Making a complaint

If ANZ makes a mistake, or ANZ's service doesn't meet your expectations, ANZ wants to know.

For the fastest possible resolution to your complaint call ANZ on 1800 805 154 (TTY 1300 366 255), or:

- > talk to staff at your local ANZ branch or business centre; 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)
- > Fax: 1800 269 030

Most often ANZ will be able to solve the problem on the spot. If it can't be resolved promptly, our specialist complaints team, the ANZ Customer Response Centre, will take responsibility and work with you to fix the matter quickly. ANZ's aim is to resolve all customer complaints within ten working days. If this is not possible, ANZ will keep you informed on the progress of your matter and how long ANZ expects it will take to resolve your complaint.

### 12.2 ANZ Customer Advocate

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

Contact details:

ANZ Customer Advocate  
833 Collins st  
Docklands VIC 3008  
Tel: +61 3 8654 1000  
Email: [customeradvocate@anz.com](mailto:customeradvocate@anz.com)

### 12.3 Dispute resolution scheme

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

Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001  
Telephone: 1300 780 808  
Fax: +61 3 9613 6399  
Internet: <http://www.fos.org.au/>

# INTERNATIONAL MONEY TRANSFER TERMS AND CONDITIONS

## 13. GLOSSARY

Within these terms and conditions, the following words have the following meanings:

**You:** The person/s or entities named as the applicant in these terms and conditions. If there is more than one applicant, 'you' means all of them together and each of them individually.

**Correspondent:** Another bank or agency chosen by ANZ to effect payment of the funds including conversion of the funds if and when required) directly or indirectly to the beneficiary's bank, and includes any intermediary correspondent.

**Delayed Payment:** A transfer of funds, for reasons outside ANZ's control, occurs more than forty eight hours after ANZ has accepted your instructions.

**Identification Information:** The information ANZ requires you to provide when you are giving instructions by telephone. It will include either a security code or the balance of the ANZ account from which funds are to be withdrawn for the International Money Transfer and your address.

**SWIFT:** The Society for Worldwide Interbank Financial Telecommunication (S.W.I.F.T) that supplies standardised and secure messaging services and interface software to the financial industry worldwide.