

ANZ Credit Card Conditions of Use

CREDIT CARDS
EFFECTIVE | AUGUST 2014

FIJI EDITION



Important Notice

This document does not contain all the pre-contractual information required to be given to you.

Contact Details

Street Address:

ANZ House, 25 Victoria Parade, Suva, Fiji

Postal Address:

P.O. Box 179, Suva, Fiji

Banking Hours:

9.00am – 4.00pm

Monday to Friday (excl. Public Holidays)

Office Hours:

8.00am – 5.00pm

Monday to Friday (excl. Public Holidays)

Telephone numbers:

General Enquiries: 132 411 (local)
(679) 321 3000 (overseas)

Facsimile: (679) 321 3756

Lost or stolen cards: (679) 331 6644

Cardholder Enquiries:

By telephone: (679) 331 6644 (overseas)
0800 331 6644 (local)

By facsimile: (679) 322 3899

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Introduction

The credit card contract governs the operation of the credit card account and your use of a credit card. It is important that you read and understand the credit card contract. Please contact ANZ if you do not understand, or are unsure about any aspect of the credit card contract.

You should also read ANZ's Electronic Banking Conditions of Use in Part B which set out your rights and obligations involving conducting electronic transactions on your account and the Information Statement which are included in this booklet.

Information on current interest rates, ANZ fees and government charges is also available at any ANZ Branch, at www.anz.com/fiji or by calling ANZ on 132 411.

Definitions

The following definitions apply unless otherwise stated:

"account" means any ANZ account which can be operated by a credit card and which the account holder has nominated for use in this way, and includes a credit card account.

"account holder" means the person in whose name the credit card account has been opened.

"additional cardholder" means a person nominated by the account holder to be issued with a credit card.

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

"ANZ business day" means any day from Monday to Friday on which ANZ is open for business in at least one of its branches in Fiji.

"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 Credit Card” means a credit card issued by ANZ to a cardholder at the request of the Principal for the purposes of operating the Principal’s ANZ Visa Business Card Programme (facility) or any other card account which ANZ may advise, from time to time, as being subject to the ANZ Visa Business Credit Card Programme Terms and Conditions and these Conditions of Use.

“cash advance” means a debit to the credit card account (whether or not the credit card account is in credit or in debit):

- (a) which results in you receiving actual cash (whether at a branch or via electronic equipment or by other means);
- (b) where the funds are used to purchase ‘cash equivalent’ items such as gambling chips or travellers cheques;
- (c) where the funds are used by you to pay a bill at a bank branch or via an approved agent of the biller;
- (d) where the funds are used by you to make a payment to a person who does not accept credit payments from the credit card account. This may include payments through ANZ Internet Banking and ANZ Phone Banking; or
- (e) where the funds are credited to any other account held by you or a third party with ANZ or another financial institution.

“credit card” means a credit card issued by ANZ to you for use on your credit card account which is subject to these Conditions of Use.

“credit card account” means the account set out in the Letter of Offer or any other account opened in accordance with this credit card contract, for example, if your credit card is lost or stolen.

“credit card contract” means the Letter of Offer and Parts A and B of these Conditions of Use.

“inactive account” means a credit card account that has not been operated by you either by deposit or withdrawal for a period of 24 months.

“Letter of Offer” means the letter ANZ sends to the account holder offering a particular credit account.

“overdue amount” any minimum monthly repayment that remains unpaid from previous statements of account.

“overlimit amount” means the amount by which, at any time, the outstanding balance of the credit card account exceeds the approved credit limit.

“PIN” means personal identification number, that is the code of numbers or letters that you use with your credit card through electronic equipments.

“Principal” means the entity (i.e. usually your employer) who has applied for an ANZ Visa Business Credit Card Facility subject to the ANZ Visa Business Credit Card Programme Terms and Conditions and these Conditions of Use.

“purchase price” is the actual amount payable by you to a merchant for the supply of goods or services or the amount of a cash advance for which ANZ has made payment, or will make payment, to the merchant or the merchant’s bank (whether or not the same amount is paid by ANZ to the merchant or merchant’s bank).

“transaction” means any purchase, cash advance or funds transfer.

“you” and **“your”** means the person in whose name the credit card account has been opened and where relevant, also means the additional cardholder.

PART A

The ANZ Credit Card Contract

1. Agreeing to the terms of the credit card contract

ANZ is the credit provider for this credit card contract. You accept ANZ's offer to provide credit on the terms and conditions in the credit card contract when the credit card account is first used or by doing anything else described in the Letter of Offer as indicating your acceptance.

2. Opening an Account

ANZ shall have the sole discretion as to the opening of any account. In accordance with the law, any person opening a new account, including any additional cardholder, must be identified and verified by ANZ. The person must also comply with ANZ's requirements for identification and verification, and must complete, to ANZ's satisfaction, all account opening documentation and provide any information or documents requested by ANZ including where required for the purposes of complying with any applicable anti-money laundering or other laws, regulations and policies, or as may be required under laws and or by agreements with government agencies or revenue authorities (whether local or foreign) to make enquiries about the person's tax status.

The Credit Limit

3. The Credit Limit

Your credit limit is set out in the Letter of Offer and is for the credit card account. If ANZ issues more than one credit card for use on your credit account no separate limit applies for each credit card. The account holder can ask ANZ to increase the credit limit at any time except where the credit card is a Business Credit Card in which case only the Principal may request an increase to the credit limit pursuant to the ANZ Visa Business Credit Card Programme Terms and Conditions and these Conditions of Use. ANZ is not required to agree to such request.

You must not exceed the credit limit unless ANZ has consented in writing or ANZ otherwise authorises the transaction which results in the account holder's outstanding balance exceeding the credit limit. By

authorising a transaction which results in the account holder's outstanding balance exceeding the credit limit, ANZ is not increasing the account holder's credit limit. Any overlimit amount must be paid immediately.

Any withdrawal, transfer or payment from the credit card account will be made firstly from any positive (Cr) balance and secondly from any available credit in the credit card account.

Using the credit card account

4. How you can use the credit card account

The credit card account must be used wholly and exclusively for your private and domestic use. If your credit card is a Business Credit Card, you must use the credit card in accordance with the policy and requirements issued by your Principal (i.e. your employer). You must not use the credit card account for any unlawful purpose, including the purchase of goods and services prohibited by the laws of the jurisdiction you are in.

5. Additional Cardholders (for non-Business Credit Cards only)

ANZ may issue an additional credit card to any person the account holder nominates, provided that person is over the age of 18 years. The account holder is responsible to ANZ for the operation by an additional cardholder of the credit card account and any other account linked to the credit card account. The account holder should therefore ensure that each additional cardholder receives a copy of the credit card contract and reads and understands it.

The account holder acknowledges and agrees that any additional cardholder can:

- (a) operate the credit card account and any account linked to the credit card account in the same way that an account holder can (however an additional cardholder cannot ask ANZ to increase the credit limit or nominate another person to receive an additional credit card); and
- (b) obtain information about the credit card account and any account linked to the credit card account in accordance with the law and with any authorisation given by the account holder.

6. Credit card acceptance

A credit card will normally be honoured by financial institutions and merchants displaying the appropriate credit card symbol. However, credit 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 credit card. The price charged by merchants for goods or services purchased using a credit card may vary from the price for goods or services purchased using cash.

Unless required by law, ANZ does not accept any liability if any financial institution or merchant displaying a credit card symbol refuses to accept or honour a credit card and for goods or services purchased with a credit card. Any complaints about goods or services purchased with a credit card must be resolved directly with the merchant concerned.

7. Credit card validity and expiry

For security reasons, your credit card must be signed immediately by the person in whose name it has been issued and must only be used within the 'valid from' and 'until end' dates (in the case of a MasterCard credit card 'valid dates' shown on the credit card'). You must also ensure that as soon as any credit card issued in relation to the credit card account expires, it is destroyed, by cutting it diagonally in half.

8. Using your credit card outside Fiji

When you use your credit card outside Fiji, you must comply with all the requirements of the Reserve Bank of Fiji. The Reserve Bank of Fiji Exchange Control Regulations limits the use of Cards outside Fiji.

Visa

- (a) All purchases, cash advances and other amounts to be debited to the credit card account that are incurred in a currency other than Fijian dollars will be converted into Fijian dollars by Visa. The conversion rate used is a wholesale market rate selected by Visa from a range of wholesale rates one day before conversion of the relevant amount by Visa.

MasterCard®

- (b) All purchases, cash advances and other amounts to be debited to the credit card account that are incurred in a currency other than Fijian dollars will be converted into Fijian dollars by MasterCard International Incorporated. Where an amount is incurred:
- (i) in United States dollars – it will be converted into Fijian dollars; and
 - (ii) in another currency – it will first be converted into United States dollars and then converted to Fijian dollars, using conversion rates set in accordance with MasterCard International Incorporated's Rules as at the date of conversion.

Transactions on your credit card account

9. Transactions on the credit card account

The account holder agrees that ANZ can debit the credit card account with all transactions authorised by you. Transactions can be authorised by you by:

- (a) using your credit card, alone or together with your PIN, at any electronic terminal;
- (b) presenting your credit card to a merchant and signing a voucher or other documentation acceptable to ANZ authorising the transaction; or
- (c) providing the credit card account details to a merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to ANZ; or
- (d) (for non-Business credit cards only) transferring funds electronically using ANZ Internet Banking or ANZ Phone Banking.

You can authorise a transaction for either a particular amount or for particular goods or services. When you authorise a transaction:

- (a) you are confirming the validity of the amount of the transaction, that is, the transaction correctly represents the purchase price of the goods or services obtained, or the amount of the cash advance;
- (b) the account holder is agreeing to pay (in Fijian Dollars) the amount of that transaction; and

- (c) you agree that ANZ provides you with credit equal to the amount of the transaction on the date on which you make the transaction.

10. Anti Money Laundering and Sanctions

- (a) 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 the transaction:
 - (i) may breach any law in Fiji or any other country;
 - (ii) involves or may involve any person (natural, corporate, governmental, trust, partnership) 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
 - (iii) may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in any country.
- (b) 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 in Fiji or any other country.
- (c) You agree that ANZ may disclose any information concerning yourself to:
 - (i) any law enforcement, regulatory agency or court where required by any such law or regulation in Fiji or elsewhere; and
 - (ii) any correspondent ANZ uses to make the payment for the purpose of compliance with any such law or regulation.
- (d) 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 credit card contract. If you are acting on behalf of another party (such as a trustee), you must provide the details of the beneficial owner of the funds to ANZ, as may be required by ANZ from time to time.

- (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 in Fiji or any other country.

11. Cash Advances

You can obtain cash advances using your credit card unless you have a Business Credit Cards, in which case you should check with your Principal as to whether cash advances are permitted under your Business Credit Card. For ANZ issued credit cards that have cash advance available, the minimum cash advance available at ANZ ATMs in Fiji is FJD\$10. The amounts may vary for cash advances obtained overseas. The minimum amount of any cash advance may also vary between financial institutions.

Unless we have agreed in writing, you cannot obtain cash advances of more than FJD\$900 per transaction at ANZ ATMs in Fiji, other than as an over the counter withdrawal. The daily maximum for cash advances at an ANZ ATM is FJD\$2,000. You may be required to produce suitable identification when requesting a cash advance.

12. Authorisations

Before any transaction is made, the merchant or other person involved in the transaction may obtain an authorisation for the transaction. This authorisation is for the purpose of establishing that there are sufficient funds available in the credit card account for the transaction.

Once the authorisation is obtained, it will reduce the amount of available funds in the credit card account. If the purchase or other transaction is not completed, the amount of available funds in the credit card account may continue to be reduced for up to seven ANZ business days after the authorisation is obtained.

13. Direct Debits and other standing authorities

You can at any time, authorise another person or company ("a third party") to transact on your personal credit card account. For Business Credit Card holders, this is subject to the Principal's (i.e. your employer) instructions and you should check with the Principal regarding any requirements or restrictions.

To cancel such an authority, you must notify that third party according to any arrangements between you and that third party. Until you cancel the authority or that authority expires, the third party is entitled to request ANZ to debit the credit card account and ANZ is obliged to process any request in the ordinary course.

In some circumstances, if your credit card account number changes (for example, if your credit card account is closed or your credit card is lost or stolen), or your credit card is cancelled, and you fail to provide alternative payment details (for example, your new credit card account number) to the third party, ANZ may stop processing the transactions, after giving notice to the third party, and this may cause the third party to stop providing the goods and services.

Statements of Account

14. When will the account holder receive a statement of account

ANZ will mail a statement of account to the account holder in respect of each statement period unless:

- (a) at the end of the statement the credit card account balance is less than FJD5 (or any other limit prescribed by law) and no amounts have been entered on the credit card account since the previous statement period (other than debits for government charges or duties on receipts or withdrawals);
- (b) ANZ wrote off the balance owing under the credit card contract during the statement period and no further amounts have been debited or credited on the credit card account during the statement period;
- (c) the account holder has been in default during the statement period and for the last two (2) statement periods and ANZ has determined not to provide, and has not provided, further credit;
- (d) the account holder has died or is insolvent and the account holder's personal representative or trustee in bankruptcy has not requested a statement of account; or
- (e) ANZ is otherwise excused from sending the account holder a statement of account by law.

15. What will appear on the statement of account

The statement of account will detail all amounts processed to or from the credit card account during the statement period, including any refunds or payments made as well as any fees and charges incurred on the credit card account.

Where there is an amount debited to the statement of account, it will be made up of one or more of the following:

- (a) the purchase price (and the Fijian Dollar equivalent for overseas purchases) of all goods and services purchased by use of the credit card account;
- (b) the amounts of all cash advances charged to the credit card account (and the Fijian Dollar equivalent for overseas cash advances); and
- (c) the charges (including credit fees and charges and interest charges) set out elsewhere in the Conditions of Use or Letter of Offer (or both).

The statement of account will always be expressed in Fijian Dollars and must be settled in Fiji with Fijian Dollars.

The account holder should check each statement of account carefully once it is received and immediately notify ANZ of any transaction the account holder believes to be an unauthorised or disputed transaction or any other error. Details of ANZ's dispute resolution procedure is set out in clause 30.

Making payments to your personal credit card account

This section (conditions 16 to 19) applies to your personal credit card only and does not apply to Business Credit Cards.

16. Repayment obligations

The statement of account shows how much the account holder must pay to ANZ and when payment is due.

17. Amounts payable immediately

The following amounts will be shown on statements of account as being payable immediately:

- (i) overlimit amounts; and
- (ii) overdue amounts, and the account holder must pay that amount accordingly.

18. Amounts payable by the 'Due Date'

The account holder must make the 'Minimum Payment Required' which is the minimum monthly payment that is shown on each statement of account by the 'Due Date' shown on that statement of account. Additional payments can also be made towards the 'Closing Balance' shown on the statement of account.

If the 'Closing Balance' is within the credit limit, the 'Minimum Payment Required' is the greater of 5% of the 'Closing Balance' (rounded up to the nearest dollar) or FJD35. Unless indicated otherwise, if the 'Closing Balance' is less than FJD35 it must be paid in full. If the 'Closing Balance' equals or is greater than the credit limit, the 'Minimum Payment Required' is 5% of the credit limit.

For ANZ Gold MasterCard credit card accounts, the 'Due Date' is 25 days from the end of the statement period. For all other credit card accounts, the 'Due Date' is 15 days from the end of the statement period. If the 'Due Date' falls on a day that is not an ANZ business day, the 'Due Date' will be the next ANZ business day.

Business credit cards

The full amount of the 'Closing Balance' must be received by the Due Date shown in the Statement of Account. Payments are not treated as made until the date the payment is credited to the Principal's billing account in the ordinary course of business.

19. How to make payments on the credit card account

You can only make payments to the credit card account:

- (a) by transferring funds from a linked account using ANZ Internet Banking or ANZ Phone Banking;
- (b) by depositing funds at any ANZ branch within Fiji;

- (c) by sending a cheque drawn on a Fijian financial institution or money order to the address at the front of this booklet (ANZ will not accept cheques drawn on a foreign financial institution); or
- (d) in any other way ANZ agrees with you.

Processing of transactions by ANZ

This section (conditions 20 to 21) applies to your personal credit card only and does not apply to Business Credit Cards.

20. When transactions will be applied to your personal credit card account

All transactions will be processed to the credit card account on the date they are received by ANZ and are effective as at the date of the transaction. The date that ANZ receives a transaction for processing may not be the date the transaction was made.

ANZ may process transactions received by it on a particular day in any order it sees 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 ANZ on that day.

21. When payments are considered to be made

Payments will not be treated as made until the date on which those payments are applied to the credit card account in the ordinary course of business. The following rules generally apply:

- (a) if the payment is made by mail, it will be credited to the credit card account by ANZ on the date of receipt. You should allow a suitable amount of time for the mail to reach ANZ; and
- (b) payments made via ANZ Phone Banking will be credited to the credit card account as at the date they are made, provided that they are made prior to the relevant cut off time, Monday to Friday, excluding national public holidays. Current cut off time is 6pm Fiji time for ANZ Phone Banking.

Payments made after these cut off times will be credited as at the following ANZ business day.

Payments made from non ANZ accounts to an ANZ credit card account are subject to the cut off time of the other financial institution.

Cash payments at ANZ branches within Fiji are available for use as soon as they have been credited to the account.

Generally, when a payment is made at a branch in Fiji, the payment is credited to the account as at the following ANZ business day.

If you make cheque or other non – cash deposits to the credit card account, ANZ may defer making available to the additional available funds arising from the deposit until five (5) ANZ business days after the date of the deposit, being the general time for funds to be cleared.

ANZ may, at its discretion, allow you to use the proceeds of the cheque or other such payment before cleared funds have been credited to the credit card account. If ANZ does this, it will advise you if the cheque or other non-cash deposit is subsequently dishonoured, and will debit the credit card account by the value of the dishonour (but only if the deposit has previously been credited to the credit card account).

Application of Payments

This section applies to your personal credit card only and does not apply to Business Credit Cards

22. How payments are applied

Payments on the account are applied in the following order:

- (a) to any overlimit amount at the time of making the payment, in the following order:
 - (i) towards the payment of any interest charges, government duties and taxes and ANZ fees with respect to any cash advances;
 - (ii) which are shown on any statement of account;
 - (iii) towards the payment of any cash advances which are shown on any statement of account;
 - (iv) towards the payment of any interest charges, government duties and taxes and ANZ fees with respect to any purchases on any statement of account; and

- (v) towards the payment of purchases which are shown on any statement of account; and
- (b) to any overdue amount in the order described in Condition 22(a); and
- (c) to the 'Minimum Payment Required' described in Condition 22(a); and
- (d) to any remaining outstanding balance, in the following order:
 - (i) towards any of the items described in Condition 22(a), in the order described in that clause;
 - (ii) towards the payment of cash advances which are yet to appear on any statement of account;
 - (iii) towards the payment of purchases which are yet to appear on any statement of account; and
 - (iv) towards the payment of ANZ fees which are yet to appear on any statement of account.

Interest

This section (conditions 23 to 25) applies to your personal credit card only and does not apply to Business Credit Cards.

23. Interest rate for purchases, cash advances and other payments (debit interest)

When ANZ has approved the account holder's credit card application, ANZ will advise the account holder of the annual percentage rate used to calculate the interest charges on the credit card account. The statement of account also sets out the annual percentage rate. If any changes are made to the annual percentage rate, the account holder will be given notice in accordance with Condition 35.

24. How debit interest is calculated

For all cards

Contract stamp duty, other government charges and previously billed interest charges are excluded from the balance on which the interest charge is calculated.

Interest free period for purchases appearing on the statement of account

Each statement of account shows the 'Closing Balance' and the 'Due Date' for that statement. To take full advantage of the interest free period, the 'Closing

Balance' must be paid in full by the 'Due Date' for each statement of account.

If you do not pay the 'Closing Balance' by the 'Due Date' on a particular statement of account interest will be charged on:

- (a) each purchase still owing on that statement of account after the 'Due Date' (including any unpaid opening balance); and
- (b) each purchase on the next statement of account. ANZ retains the discretion not to charge interest where the 'Closing Balance' is not paid in full in certain situations.

The interest charge is calculated by applying ANZ's daily percentage rate (the annual percentage rate divided by 365) to the account holder's unpaid daily balance relating to each purchase from:

- (a) the date on which you made the purchase, if the date on which you made the purchase was after the statement period to which the statement of account relates; or
- (b) the first day of the statement period to which the statement of account relates, if the date on which you made the purchase was before the start of the statement period to which the statement of account relates, until the 'Closing Balance' on a subsequent statement of account is paid in full. The interest charge will be debited to the credit card account on the closing date of each statement period.

25. Interest charges on cash advances

ANZ will debit an interest charge on any cash advance from the credit card account (except to the extent that a cash advance may be drawn against credit funds). This interest charge is calculated each day by applying ANZ's daily percentage rate (which is the annual percentage rate divided by 365) to your daily unpaid balance relating to each unpaid cash advance from:

- (a) the date on which you obtained the cash advance, if the date on which you obtained the cash advance was after the start of the statement period to which the statement of account relates; or

- (b) the first day of the statement period to which the statement of account relates, if the date on which you obtained the cash advance was before the start of the statement period to which the statement of account relates, until the outstanding balance is paid in full.

The interest charge will be debited on the closing date of each statement period.

Fees and Charges

26. Bank fees and charges

ANZ reserves the right to charge the credit card account with fees and charges for the provision and operation of the credit card account. The fees and charges applicable to the credit card account are those shown in the Letter of Offer and in the ANZ Disclosure of Fees and Charges Lending and Credit Cards booklet, as varied from time to time.

ANZ is irrevocably authorised to debit an annual fee for operating the credit card account. Details of the annual fee are disclosed in the Letter of Offer and may be varied from time to time. The annual fee will be debited to the account upon acceptance of the credit card contract and after that annually in advance until the credit card account is closed and is paid in full (except provided otherwise in the Letter of Offer). No refund of the annual fee is payable when the credit card account is closed.

ANZ is also irrevocably authorised to debit any applicable credit fee or charge to the credit card account.

The statement of account will detail all fees and charges applied to the credit card account during the relevant statement period.

27. Government fees and charges

ANZ may be required to withhold on payments to certain account holders, and pass such amounts to a local or foreign government agency or revenue authority, by law or under an agreement with such authorities.

If at any time any local or foreign government agency or revenue authority requires ANZ to make a deduction or withholding on any payment due to you, the account holder agrees to immediately reimburse ANZ for the amount of any such deduction or withholding, including authorising ANZ to deduct such amounts from the account. The account holder will indemnify ANZ against any loss ANZ suffers or cost ANZ incurs as a result of such deduction or withholding.

Commissions and Related Payments

28. Amounts that may be included in the purchase price

Various amounts of commissions, fees and charges may be paid to or by ANZ when you use your credit card. These include any amount which may be received by ANZ from a merchant or a merchant's bank for ANZ paying debts incurred by you. This amount is unascertainable at the time of entering the credit card contract.

29. Other Commissions

Any commission earned by ANZ on credit related insurance products is set out in the Letter of Offer.

Error or Dispute Resolution

30. ANZ's dispute resolution procedure

If you believe that an error has occurred in any transaction, charge, refund or payment, or on the statement of account, you should contact ANZ promptly on the telephone numbers listed at the front of this booklet or by visiting your nearest ANZ branch. If your credit card is a Business Credit Card you should also notify your employer (the Principal) immediately.

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

- (a) your name, address, credit card number and account details;
- (b) details of the transaction, charge, refund or payment in question;
- (c) the amount of the suspected error or disputed transaction, charge, refund or payment;

- (d) any other information that ANZ reasonably requires to assist with ANZ's investigations.

The Electronic Banking Conditions of Use in Part B contain further information on what you can do in circumstances when you believe that there has been an error involving an electronic access process, including your card and PIN.

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 132 411 or talk to staff at your local ANZ branch.

You agree that ANZ may require you to enclose photocopies of any originals and full disclosure of all supporting documents to allow it to investigate any mistakes.

Alternatively you may also send a letter to the ANZ Contact Centre via:

Mail: ANZ Contact Centre, PO Box 179, Suva, Fiji

Email: ebusfj@anz.com

Fax: 3213 756

More often than not, ANZ will be able to solve the problem on the spot.

If it cannot be resolved in 48 hours, ANZ's specialist complaints team, at our 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 a maximum of five business days or as required by law. In cases where your complaint will take longer to resolve, we will update you progressively.

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.

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
PO Box 179, Suva, Fiji
Email: advocfj@anz.com
Fax: 3213 756

Financial services dispute resolution schemes

If you are still 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 as follows:

Reserve Bank of Fiji
Private Mail Bag
Suva, Fiji
Phone: +679 331 3611
Fax: +679 330 2094
Website: <http://www.reservebank.gov.fj/>

Default, Cancellation and Termination

31. Default (for personal credit cards only)

The account holder is in default under the credit card contract if you have not met any of your obligations under this credit card contract. If the account holder is in default under the credit card contract, or if ANZ believes on reasonable grounds that you induced it to enter into the credit card contract by fraudulent misrepresentation, the outstanding balance on the credit card account will, at the option of ANZ, become immediately due and payable to ANZ and the credit card(s) relating to this credit card contract will be cancelled, by ANZ giving the account holder notice in accordance with any applicable law.

The account holder undertakes to return or arrange for the return of the account holder's credit card and any additional credit cards immediately upon the account holder being notified that the outstanding balance on the credit card account has become due and payable.

Any amount reasonably incurred or expended by ANZ in exercising its rights in relation to the credit card account arising from any default (including expenses incurred by the use of ANZ's staff and facilities) are

enforcement expenses and become immediately payable by the account holder. ANZ may debit the credit card account for such amounts without notice.

Upon payment to ANZ, in accordance with this condition, of all amounts owing to the credit card account, the agreement governing the operation of the credit card account will be terminated without the need for any further notice.

32. Cancellation by ANZ

Credit cards remain the property of ANZ at all times.

ANZ reserves the right to cancel a credit card at any time without prior notice and will provide notice as soon as practicable after the credit card is cancelled. If the credit card account is closed, all credit cards issued in relation to that credit card account will also be cancelled.

If the credit card account has a positive (credit) balance when the credit card account is closed, ANZ will send the account holder a bank cheque for the closing credit balance of the account (unless those funds have been remitted or are required to be withheld in accordance with the law).

Examples of when ANZ may cancel a credit card include, without limitation, where a credit card has not been activated within 6 months of the date of the Letter of Offer relating to that credit card or where ANZ believes the use of the credit card account will cause loss to you or ANZ. This is not an exhaustive list of when ANZ may cancel a credit card and is a guide only.

If the credit card account is closed, all credit cards issued in relation to that credit card account will also be cancelled.

33. Cancellation by you

The account holder for personal credit cards may close the credit card account or cancel any credit card linked to that credit card account at any time by making a written request to ANZ for closure of the credit card account or cancellation of that credit card. For Business Credit Cards, the account holder

must go through the Principal if it wishes to close the credit card account or cancel any credit card. If the credit card account is closed, all credit cards issued in relation to that credit card account will be cancelled. Written requests should be mailed to the postal address at the front of this booklet or submitted to any ANZ branch. ANZ will only cancel the credit card when the account holder has returned it to ANZ cut diagonally in half or has taken all reasonable steps to return it to ANZ.

If the credit card account has a credit balance when the credit card account is closed, ANZ will send the account holder a bank cheque for the closing credit balance of the account (unless those funds have been remitted or are required to be withheld in accordance with the law).

34. What happens when a credit card has been cancelled?

When ANZ cancels a credit card or ANZ receives instructions from you or your Principal for Business Credit Cards) to cancel a credit card:

- (a) ANZ will write to confirm cancellation details with the account holder; and
- (b) the credit card must not be used and must be returned to ANZ cut diagonally in half.

The account holder:

- (i) is responsible for the use of any credit (including every additional card) and the credit card account until all credit cards (including every additional card) are returned to ANZ cut diagonally in half or until the account holder has taken all reasonable steps to return the card(s) to ANZ;
- (ii) is responsible for any transactions debited to the credit card account in accordance with any direct debit requests or other standing authority or any other authorised link to the credit card account from another credit card issued to you by ANZ, an ANZ Access Card, ANZ Internet Banking or ANZ Phone Banking until the request or authority is cancelled in accordance with the credit card contract; and
- (iii) for personal credit cards, must continue to make payments to the credit card account in accordance with the credit card contract.

Any standing authority given by you to other parties must be cancelled directly by you with the other party.

Changes to these Conditions of Use and the Letter of Offer

35. Variation of the credit card contract

ANZ may at any time change any term of the credit card contract by giving the account holder notice as follows.

Annual percentage rate changes

ANZ will notify the account holder of any increase in the annual percentage rate(s) no later than thirty (30) days before the increase takes effect by:

- (a) a notice on, or with a statement of account; or
- (b) an advertisement in a newspaper(s) circulating in Fiji.

If ANZ notifies the account holder by press advertisement, the increase will be confirmed after it has taken effect either before or when the next statement of account is sent.

Where ANZ reduces the annual percentage rate(s), ANZ will notify the account holder after the change has taken effect either before or when the next statement of account is sent.

Changes to the way in which interest is calculated or applied

ANZ will notify the account holder in writing at least thirty (30) days before a change takes effect if ANZ changes the manner in which interest is calculated or applied (including a change in or abolition of any interest free period) or the frequency with which it is debited or credited to the credit card account (unless the change reduces the account holder's obligations).

Repayment changes

ANZ will notify the account holder in writing or in the case of Business Credit Cards, to the Principal at least 30 days before a change takes effect if ANZ changes the amount, frequency, time for payment of or the method of calculation of repayments. However, where the change reduces the obligations of the account

holder or extends the time for payment under this credit card contract ANZ will notify the account holder before or when the next statement of account is sent after the change takes effect.

Changes to credit fees and charges

If ANZ increases the amount of a credit fee or charge, or changes the frequency or time for payment of a credit fee or charge or introduces a new credit fee or charge ANZ will give the account holder at least thirty (30) days written notice before the change takes effect by:

- (a) a notice on, or with a statement of account; or
- (b) an advertisement in a newspaper(s) circulating in Fiji.

If ANZ notifies the account holder by a press advertisement the change will be confirmed after it has taken effect either before or when the next statement of account is sent.

If ANZ reduces or abolishes a credit fee or charge or extends the time for payment of a credit fee or charge the change will be confirmed after it has taken effect either before or when the next statement of account is sent.

Other changes made by ANZ

For all other changes ANZ makes to the credit card contract, ANZ will give the account holder written notice of the change at least thirty (30) days before the change takes effect, unless the change reduces the account holder's obligations or extends time for payments. In this case, ANZ will give the account holder particulars of the change before or when the next statement of account is sent to the account holder after the change takes effect.

Other changes made by agreement

Any change to this credit card contract other than a change made by ANZ in accordance with this Condition set out above cannot be made except by agreement by the account holder and ANZ.

Privacy and Confidentiality

36. ANZ's collection, use and disclosure of personal information

When you deal with ANZ, ANZ may collect and use some of your information, including details about your transactions, your financial conditions, your relationship with ANZ and/or your facility/ies (collectively referred to as "information"). The following outlines when and how ANZ may collect, use and disclose your information.

Collection of information

ANZ may use and disclose the information it collects 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 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 ANZ, 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 ANZ.

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.

Disclosure of information by ANZ

By applying for and/or continuing to use the facility/ies provided by ANZ, 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 ANZ, for the purpose of complying with any law and/or disclosure obligation ANZ 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 its duties and to exercise its powers and rights under this credit card contract; or
 - (i) any person with your prior written consent.

General Matters

37. Credit card reissue and replacement

At any time, ANZ may issue a new credit card to you, provided the account holder has not previously requested ANZ to revoke this authority. If your credit card becomes faulty or damaged, the account holder may order a replacement card at any ANZ branch or by telephoning the numbers listed at the front of this

booklet. All such credit cards are subject to the credit card contract. ANZ reserves the right not to reissue a credit card to you.

38. Inactive accounts

If the credit card account is an inactive account and has a credit balance, ANZ may, if it does not close the credit card account in accordance with these Conditions of Use, hold the credit balance for you in a separate account until such time as the account holder claims those funds or ANZ is required to remit those funds as unclaimed money in accordance with the law, whichever occurs first.

39. Statement of balance

A letter sent by ANZ, stating the balance of the credit card account, will be prima facie evidence of the amount of the account holder's liability to ANZ at the date of the certificate. This letter may not include transactions, charges (including fees) or payments that have not been processed by ANZ at the time the letter is prepared. This letter will be sent to the account holder for personal credit cards and to the Principal for Business Credit Cards.

40. Change of name or address

The account holder must notify ANZ of any change of name or address (or both) as soon as possible by:

- (a) mailing details of the change to the address listed at the front of this booklet;
- (b) attending any ANZ branch and providing details of the credit card account and the changed details;
- or
- (c) advising the ANZ Cardholder Enquiries by phone on the number listed at the front of this booklet of the details of any change (change of address only).

41. ANZ Employees

ANZ may provide credit to its employees on terms that are more favourable than those available to other customers. If ANZ does so, certain parts of the Consumer Credit Act (and the notice titled "Things you should know about your proposed credit contract") will not apply to such credit. For further information, employees should contact the ANZ Cardholder Enquiries number at the front of this booklet.

42. ANZ's right to combine accounts (for personal cards only)

This section does not apply to Business Credit Cards. ANZ may combine the balances to two or more of the account holder's accounts, even if the accounts are not both credit card accounts or if they are held at different branches. This may happen when one of the account holder's accounts is overdrawn, overlimit or is in debit and another is in credit. This means, for example, that the credit balance in one account can be used to repay the debit balance in another account. ANZ will promptly inform the account holder if it has combined any of the account holder's accounts. ANZ does not need to give notice in advance. The account holder should not treat his/her accounts as combined unless ANZ has agreed to such an arrangement.

43. Force majeure

To the extent permitted by law, ANZ will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under the credit card contract, for failure to observe or perform any of its obligations under the credit card contract for any reason or cause which could not, with reasonable diligence, be controlled or prevented by ANZ, 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.

44. Notice

ANZ can deliver a notice to you personally, in which case the date of delivery is the date on which the account holder received the notice.

If ANZ mails 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 ANZ mailed it to your last known address recorded at ANZ.

Where permitted to do so by law, ANZ may provide you with a notice, other documents or information:

- (a) electronically to your email address, or other electronic mail address, last known to ANZ; or
- (b) to any person nominated by you to receive such notices, documents or information.

45. Waiver

Waiver by ANZ of any rights arising from a breach of the terms of the credit card contract or of any rights or powers arising under the credit card contract must be in writing signed by ANZ. A failure or delay by ANZ in exercise, or partial exercise, of a right or power under the credit card contract does not result in a waiver of that right or power. You may not rely on any conduct, representation or statement by ANZ or its employees as a defence to the exercise of a right or power conferred on ANZ by the credit card contract.

This provision may not itself be waived except by ANZ in writing.

46. Transfer of ANZ's rights

ANZ may, without telling you or obtaining your consent:

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

Part B: Electronic Banking Conditions of Use

47. Conditions of Use

This section applies to all electronic transactions except those where your signature may also be required. Unless the account services are provided or referred to you by us, we do not authorise, promote or endorse the use of account services offered by third parties to access your ANZ accounts (including account aggregation services, such as may be provided by other financial institutions).

48. Transaction limits

ANZ or another party such as a merchant may limit the amount of any electronic transaction you can make over certain periods (e.g. during any day or in a single transaction).

ANZ may change any electronic transaction limit or impose new transaction limits by giving you notice. You can find out current electronic transaction limits

for your accounts by calling ANZ on the relevant enquiries number listed at the back of this booklet.

For ANZ credit cards that have the cash advance feature available, the ATM cash advance limit per transaction is FJD \$900 per credit card. You can use your ANZ credit card to withdraw a total of FJD\$2,000 per day from the account(s) to which it is linked, provided your ANZ account(s) contain sufficient funds.

There is no limit on the funds that you can withdraw on your ANZ Card via EFTPOS facilities provided your account(s) contain sufficient funds.

* A day begins at 12:00.01am (Fiji time) and ends at 12:00.00am (Fiji time) on the same day.

49. How you can use ANZ internet Banking (for personal credit cards only)

For personal credit cards, you can use ANZ Internet Banking to make transactions on your linked accounts, as set out in your account terms and conditions. You can also use ANZ Internet Banking to pay your bills. Details can be found out at www.anz.com/fiji. Business Credit Card holders should check with their employer (Principal) on any ANZ Internet Banking features available on their Business Credit Card.

50. Access to and use of local transfers

When applying for local transfer for Internet Banking, you must request a local transfer daily limit which is subject to approval by us.

The options for the daily limits are set out at www.anz.com/fiji when you apply.

Restrictions apply depending on whether you are using local transfer for personal or business purposes.

The total of all local transfers (converted into Fijian dollars) on any day cannot exceed your local transfer daily transaction limit.

51. Access levels for ANZ Phone Banking and ANZ internet Banking (this applies to personal credit card holders only and for Business Credit Cards, only the Principal will have access to this feature)

Access Levels:

- **'Value transactions and BillPay service'** – access every function within ANZ Phone Banking and ANZ Internet Banking for the account including BillPay, account balance information, transaction history details, ordering a cheque/deposit book, transfers between accounts, increasing a credit card limit, redrawing on a home loan and direct loan payments;
- **'Non-value transactions'** - can only view information about the account on ANZ Internet Banking.

Only the account holder or account signatories can select an access level. The account holder or account signatories may authorise another person (an 'authorised user') to operate the account and that person may have a different access level to the account holder. The account holder is responsible for the operation of the account by the authorised user within that user's level of access.

The account holder or account signatories may cancel or change any access level by sending a written request. We may take several days to process this change. Authorised users, regardless of their level of access, cannot access or change any of the account holder's account or other personal details. However, all authorised users can use ANZ Internet Banking to change their own profile and select and change their own password.

52. Processing instructions – general

The account holder authorises ANZ to act on the instructions you enter into electronic equipment. Any electronic transaction made by you cannot be cancelled, altered or changed by you unless allowed by the applicable terms and conditions.

We may delay acting on or may ask you for further information before acting on an instruction. Where ANZ has instructions for more than one payment from your account(s), ANZ will determine the order of priority in which payments are made.

If you make a cash withdrawal from an account by making an electronic transaction and there is a difference between the amount of cash received and

the amount shown on the receipt, you must report this to ANZ and to the merchant (if applicable) as soon as possible or you can make your report to us by calling ANZ on +679 331 6644, 24 hours, 7 days a week.

If you make a deposit of funds to an account by making an electronic transaction and there is a difference between the amount recorded as having been deposited and the amount ANZ receives, the account holder will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the account.

ANZ is not liable for the refusal of any merchant to accept an electronic transaction and, to the extent permitted by law, is not responsible for the goods and services supplied by a merchant.

ANZ may refuse to process any transaction that contravenes any law or otherwise. We may notify you of electronic transactions we are unable to process.

You accept that:

- not all electronic equipment from which cash can be withdrawn will always contain cash;
- any cash dispensed at electronic equipment is at your risk once it becomes visible or available for you to collect; and
- not all electronic equipment will allow you to make deposits.

An immediate transfer, local transfer or BillPay cannot be revoked or stopped once we receive your instruction. Future dated transfer, local transfer or BillPay instructions can only be revoked or changed if instructions to delete the transaction are given to us two (2) ANZ working days before the transaction is scheduled to occur. After this time, the instruction cannot be revoked.

53. Processing instructions – ANZ Phone Banking and ANZ internet Banking (for personal credit cards only)

Any ANZ Phone Banking and ANZ Internet Banking (including BillPay) instruction will generally be processed to your account on the same day we receive your instructions, if given before 2:00pm

Fiji time Monday to Friday (except national public holidays). Any transaction made after this time may be processed on the following ANZ business day.

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

54. Processing instructions – funds transfer

ANZ will generally process funds and local transfer instructions (where applicable to the credit card account):

- for immediate local transfers, on the day the instruction is given, if ANZ receives the instruction before 2:00pm Fiji time on an ANZ working day; and
- for future dated transfers, on the relevant future day you select if it is an ANZ working day (or if it is not, on the ANZ working day after that day).

Instructions you give will be delivered to the payee's financial institution on the day that ANZ processes them except where:

- we are not obliged to process your instructions;
- there is a technical failure;
- there is a delay or error in accepting the instructions caused by the financial institution to which the transfer is to be made; or
- the instructions are for a transfer by way of an overseas draft or international draft.

Where your instruction is for a transfer by way of ANZ issuing an international draft:

- we will send the draft by post to the delivery address notified by you;
- you acknowledge that it is your responsibility to forward the draft to the intended recipient.

We cannot control (and are not responsible for) when, or if, the payee's financial institution processes your instructions or the fees that financial institutions may charge to process your instructions.

Once we process your transfer instruction, we are reliant on the payee's financial institution to advise whether your instructions have been successfully processed. If the payee's financial institution advises that your transfer instruction has not been successful, it may take a number of weeks, depending on the financial institution, to reverse the relevant withdrawal from your linked account.

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

55. Processing instructions – BillPay service (available to personal card holders and the Principal only)

BillPay is an electronic payments service through which we can be asked to make payments on your behalf to billers. For the purposes of the BillPay, we may also be a biller.

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

To make a BillPay the following information must be given to us:

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

Once this information is provided, we will treat your instructions as valid and debit the relevant account. We will not be obliged to effect a BillPay instruction if it is not made in accordance with these Electronic Banking Conditions of use, or if the information given is incomplete and/or inaccurate.

Unless advised by us, no limits apply to your use of BillPay on both a per transaction and daily limit (per CRN) basis.

Subject to the processing instructions conditions set out above:

- any BillPay made by you will be processed on the day you tell us to make that BillPay, if we receive your instructions before 6:00pm Fiji time on a bank working day (ANZ's cut-off time); and
- BillPay instructions received after 6:00pm Fiji time on a bank working day or on a day that is not a bank working day, will be processed on the next bank working day.

A delay may occur in processing a BillPay where:

- there is a public or bank holiday on the day after you tell us to make a BillPay;
- you tell us to make a BillPay after our cut-off time; or
- another participant, such as another financial institution or a biller does not process a payment as soon as it receives details of the payment or does not otherwise comply with its obligations under the BillPay service.

While it is expected that any such delay will not continue for more than one bank working day, it may continue for a longer period.

We will attempt to ensure a BillPay is processed promptly by billers and other participants in the BillPay Service.

You should check your account records carefully and tell us as soon as possible if you become aware of:

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

If we are advised by a biller that it cannot process your BillPay, we will:

- advise you of this;
- credit your account with the amount of that BillPay; and
- tell you how we can assist you, if possible, in making the payment as soon as possible.

A linked ANZ credit card account can only be used to make a BillPay payment if the biller accepts the credit

card payment. If the biller does not accept credit card payment but you want to pay from a credit card account, payment will be by way of a cash advance.

Biller codes may only be used by authorised billers to receive payment of bills issued by that biller. You are not authorised to give a biller code to any person in order to receive payments owing to you. Where you do so, any terms and conditions for the use of BillPay service will not apply to such unauthorised use of the biller codes.

56. Card validity

Your card remains ANZ's property at all times.

A card must be signed immediately by the person in whose name it has been issued and must only be used within the 'valid from' and 'until end' dates shown on the card. For security reasons you must, as soon as the card expires, destroy it by cutting it (including an embedded microchip on the card) diagonally in half.

The account holder or in the case of Business Credit Cards, the Principal may cancel an ANZ Card at any time by sending ANZ a written request or by calling ANZ on the relevant numbers listed on the back of this booklet.

57. Lost or stolen cards, password or PiN

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

You must make a report to us (and the relevant third party, if a third party issued the username, password, PIN or card to you) immediately if you become aware or suspect that your password, username, PIN, CRN or TIC is disclosed or used without your authority, or lost. You must not then continue to use your password, username, PIN, CRN or TIC. ANZ will cancel it and arrange for you to select a new username, password or PIN or to be provided with a new CRN.

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

58. Lost and stolen card and PiN – while overseas

If your ANZ card or Pin is lost or stolen, or if someone else has found out your PIN, you must tell us immediately. The best way to minimise your liability is to phone us. Emergency phone numbers are listed at the back of this booklet.

- ANZ Access card (ATM/EFTPOS card) – we cannot provide an emergency replacement card and Pin until you return to Fiji.
- ANZ MasterCard and ANZ Visa cards (including ANZ Access Visa Debit card) - we can provide an emergency replacement card while you are overseas. However, you will not be able to use it at EFTPOS terminals or ATMs until you have returned to Fiji and chosen a new PIN for the card. You may still be able to make purchases and get cash advances (from your ANZ credit card account) or withdraw cash (if you have an ANZ Access Visa Debit card) over the counter at a financial institution where the MasterCard or Visa logos are displayed.

59. Cancellation of cards or electronic access

ANZ may cancel any card, CRN or electronic access: without prior notice if:

- ANZ believes that use of the card or electronic access may cause loss to the account holder or to ANZ;
- the account is an inactive account;
- all the accounts which the card may access have been closed;
- the account has been overdrawn (other than by use of the informal overdraft facility), or you have exceeded your agreed credit limit;
- if we become aware that you do not meet, or cease to meet, our eligibility criteria for the card; or

- on giving you not less than three months written notice.

ANZ may also at any time suspend your right to participate in the ANZ BillPay service.

The account holder may cancel An ANZ card at any time by sending ANZ a written request or by calling ANZ on the relevant number listed at the back of this booklet.

You can request ANZ to de-register you from ANZ Internet Banking at any time by Securemail or by phoning the relevant number listed at the back of this booklet.

60. Withdrawal of electronic access

ANZ may withdraw your electronic access to accounts without prior notice if:

- electronic equipment malfunctions or is otherwise unavailable for use;
- a merchant refuses to accept your card;
- any one of the accounts is overdrawn or will become overdrawn (other than (if your account is an Equity Manager account) by use of the Informal Overdraft facility), or is otherwise considered out of order by ANZ;
- ANZ believes your access to accounts through electronic equipment may cause loss to the account holder or to ANZ;
- ANZ believes that the quality or security of your electronic access process or ANZ's systems may have been compromised;
- all the accounts which you may access using ANZ Internet Banking have been closed or are inactive;
or
- ANZ suspects you of being fraudulent or engaging in inappropriate behaviour, unless this is prohibited by law.

ANZ may at any time change the types of accounts that may be operated, or the types of electronic transactions that may be made through particular electronic terminals.

61. Your responsibility regarding your ANZ Card, password and PIN

You must keep your ANZ Card, password, PIN and TIC secure. Failure to do so may increase your liability for any loss.

Warning: You must not use your birth date or an alphabetical code, which is a recognisable part of your name as a password, or select a TIC which has sequential numbers, for example, '12345' or where all numbers are the same, for example, '11111'. If you do, you may be liable for any loss suffered from an unauthorised transaction.

Password, PIN and TIC security

You must not:

- disclose your password, PIN or TIC to any other person;
- allow any other person to see you entering, or overhear you providing, your password, PIN or TIC;
- record your password, PIN or TIC on your card or on any article carried with or placed near your card that is liable to loss, theft or abuse at the same time as your card (unless your password, PIN or TIC is reasonably disguised);
- choose a PIN which has an easily retrieved combination, for example repeated numbers or letters; and
- choose a PIN that is easily identified with you for example your birth date, car registration, telephone number or your name.

62. Card security

You should:

- sign the back of your ANZ Card immediately upon receipt;
- on the expiry date destroy your ANZ Card by cutting it diagonally in half;
- not let anyone else use your ANZ Card;
- take reasonable steps to protect your ANZ Card from loss or theft.

Warning: You should avoid accessing ANZ Phone Banking through telephone services which record numbers dialled – for example hotels which do this for billing purposes. In these situations you should obtain access to ANZ Phone Banking through an ANZ customer service operator.

To assist you, we publish security guidelines. A copy of the current guidelines is available at www.anz.com/fiji.

63. Unauthorised transactions

(a) When the account holder is liable

The account holder is responsible for any unauthorised use of their ANZ Card and PIN, including its use by anyone else in any way. The extent of the account holder's liability will depend on whether you have been responsible in any way for the unauthorised use of your ANZ Card and PIN.

If you have contributed to the loss arising from the unauthorised transaction:

- through your fraud;
- by voluntarily disclosing your password, PIN or TIC to anyone, including a family member or friend;
- by keeping a record of the password, PIN or TIC (without making any reasonable attempt to disguise it):
 - (i) on the card or with the CRN; or
 - (ii) on any article carried with the card or the CRN; which may be lost or stolen at the same time as the card or CRN;
- by using your birth date or an alphabetic code which is recognisable part of your name as a password or PIN; or
- by otherwise acting with extreme carelessness in failing to protect the security of your password or PIN;

the account holder is liable for the actual losses which occur before ANZ is notified of the loss or disclosure of your password, PIN or TIC.

If, after you become aware of the loss, theft, breach or misuse of your password, PIN, TIC or ANZ card, you unreasonably delay notifying ANZ, the account holder will be liable for losses between:

- the time you first became aware of the aforementioned events, or in the case of the loss or theft of a card, should reasonably have become aware of the loss or theft; and
- the time ANZ is actually notified of the relevant event.

However, you are not liable for any loss:

- which, over a set period of time, is greater than the transaction limit for that period;
- caused by overdrawing your account or exceeding any agreed credit limit;
- where ANZ has agreed the account could not be accessed electronically; or
- as a result of conduct that ANZ expressly authorised you to engage in, or losses incurred as a result of you disclosing, recording or storing a password, PIN or TIC in a way that is required or recommended by ANZ for the purposes of you using an account access service expressly or impliedly promoted, endorsed or authorised by ANZ.

If it is not clear whether you have contributed to the loss caused by an unauthorised transaction and where a password, ANZ Card or PIN was required to perform the unauthorised transaction, the account holder is liable for the least of:

- the actual loss at the time ANZ is notified of the loss, theft or unauthorised use of the card or that the security of the password, PIN or TIC has been breached (but not any loss incurred on any one day if the amount is greater than the daily transaction limit or other periodic transaction limit (if any)); or
- the balance of the account, including any prearranged credit from which value was transferred in the unauthorised transaction.

(b) When ANZ is liable

ANZ will be liable for losses incurred by the account holder that:

- are caused by the fraudulent or negligent conduct of ANZ's employees or agents or companies involved in networking arrangements or of merchants or their agents or employees;
- relate to any forged, faulty, expired or cancelled part of the electronic access process;
- arise from transactions that require the use of any ANZ Card or PIN that occur before you have received or selected the ANZ Card or PIN;
- result from the same electronic transaction being incorrectly debited a second or more subsequent time to the same account;

- result from an unauthorised transaction that occurs after you have notified ANZ that any ANZ Card has been misused, lost or stolen or that the security of your password or PIN has been breached; or
- result from an unauthorised transaction if it is clear that you have not contributed to the losses.

64. Additional protection

Visa - Zero liability

Subject to the section headed 'Unauthorised transactions' you will not be liable for unauthorised transactions on an ANZ Visa credit card.

If you notify us of an unauthorised transaction(s), within 5 business days we will provide provisional credit to you to the value of the unauthorised transaction unless your prior account history is unsatisfactory or if the nature of transactions justifies a delay in crediting your account.

65. Equipment malfunction

We are responsible to the account holder for any loss caused by the failure of equipment to complete a transaction that was accepted in accordance with your instructions.

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

You are solely responsible for your own personal computer anti-virus and PC security measures, and those of any authorised user, to help prevent unauthorised access via ANZ Internet Banking to your transactions and linked accounts.

66. Liability under BillPay

BillPay payments are irrevocable. No refunds will be provided through our BillPay service where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller.

If a BillPay payment has been made to an incorrect biller, or for an incorrect amount, and your account was debited for that amount, then you need to resolve that matter with the biller that received the payment directly.

If a BillPay payment is made in accordance with a payment direction, which appeared to ANZ to be from you or on your behalf, but which you did not in fact authorise, then you need to resolve that matter with the biller directly.

ANZ is not liable for any loss or damage you suffer as a result of using the BillPay service, including any consequential loss or damage, save for any liability that arises under Section 63(b) above.

67. Changes to the electronic Banking Conditions of Use

We can change the electronic Banking Conditions of Use at any time. We will give you 30 days prior written notice of any changes which:

- impose or increase charges relating solely to the use of electronic equipment;
- increase your liability for losses relating to electronic transactions; or
- change your daily transaction limit or other periodical transaction limit applying to the use of electronic equipment.

68. Changes to transactions made through electronic terminals

Any transactions made by you at an electronic terminal cannot be cancelled, altered or changed by you.

69. Printed transaction records

When you complete a transaction at an electronic terminal you will receive a printed transaction record. You must check your record carefully. You should retain these records for verification purposes and to aid in reconciling account statements.

70. Third party services

ANZ does not authorise, promote or endorse and shall not be responsible or liable in any way for the use of account services offered by third parties to access your ANZ accounts (including account aggregation

services, such as may be provided by other financial institutions).

71. General

ANZ is not liable for the refusal of any merchant to accept an electronic transaction and, to the extent permitted by law, is not responsible for the goods and services supplied by a merchant.

You accept that:

- not all electronic equipment from which cash can be withdrawn will always contain cash;
- any cash dispensed at electronic equipment is at your risk once it becomes visible or available to you to collect; and
- not all electronic equipment will allow you to make deposits.

72. EFTPOS

EFTPOS stands for Electronic Funds Transfer at Point of sale.

This facility allows you to pay for goods and services with a card linked to your account. Depending on the retailer, you may also be able to use the card to withdraw cash using the EFTPOS terminal.

73. Maestro and Cirrus

Maestro® and Cirrus® are international EFTPOS and ATM networks that allow you to access available funds in ANZ accounts by using your ANZ Access card (excluding ANZ Access Visa Debit and ANZ Business Visa Credit Cards and ANZ Visa Classic Credit Cards) or linked ANZ MasterCard while overseas.

If you have both a savings account and a cheque account linked to your card, when you accept the transaction to be processed you may be offered the option of selecting the account from which to make the withdrawal. Some ATMs do not give you the option of choosing an account. In this case, the ATM will automatically take the withdrawal from your linked primary account.

You cannot use your ANZ access card or ANZ MasterCard card at Cirrus ATMs overseas to pay money into your account or transfer funds between linked accounts.

Fees and charges – Maestro and Cirrus

Transaction fees apply for the use of Cirrus ATMs and Maestro EFTPOS overseas.

Surcharges - Maestro and Cirrus

You may have to pay a surcharge for making a withdrawal from some ATMs overseas. Surcharges will not appear as a separate item on your account statement. They will be included in the total amount of the withdrawal.

Exchange rates and conversion – Maestro and Cirrus

All charges, purchases and cash advances will be processed through MasterCard international incorporated using the conversion rate set in accordance with its rules as at the date those transactions are processed by MasterCard international incorporated.

This means that:

- Transactions in United States dollars will be converted into Fijian dollars.
- Transactions in other currencies will first be converted into United States dollars and then converted to the currency the account is held in. In most cases, the conversion rate applied to a refund of a transaction will be different to the conversion rate used for the original transaction.

IMPORTANT INFORMATION

Things you should know about your proposed credit contract

This section 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

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:

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

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:

- (a) within fourteen (14) days of your written request if the original contract came into existence one (1) year or less before your request; or
- (b) otherwise within thirty (30) days of your written request.

3. Can I terminate the contract?

Yes, if you are a personal credit card holder, you can terminate the contract by writing to ANZ so long as:

- (a) you have not obtained any credit under the contract; or
- (b) 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.

If you are a Business Credit Card holder, you will have to request the Principal to terminate the credit card account on your behalf. However, you will still have to pay any fees or charges incurred before you terminated the contract.

Also see Conditions 33 and 34 of these Conditions of Use for further information on termination of the contract by you.

4. Can I pay my credit contract out early? (applies to personal credit card holders and the Principal only)

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

5. How can I find out the payout figure? (applies to personal credit card holders and the Principal only)

You can write to ANZ at any time and ask for a statement of the payout 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.

6. Will I pay less interest if I pay out my contract early? (applies to personal credit card holders and the Principal only)

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

7. Can my contract be changed by ANZ?

Yes, but only if your contract says so.

8. Will I be told in advance if ANZ is going to make a change in the contract?

You get at least thirty (30) days advance written notice for:

- (a) an increase to the annual percentage rate.
- (b) a change to repayment terms or calculations;
- (c) a change in the way in which interest is calculated;
- (d) a change in credit fees and charges; or
- (e) any other changes by ANZ, except where the change reduces what you have to pay or the change happens automatically under the contract.

9. Is there anything I can do if I think my contract is unjust?

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

You may also wish to speak with the ANZ Customer Advocate (for contact details please see Section 12 below) or the Reserve Bank of Fiji (for contact details please see Condition 30 on page 23) or the Consumer Council of Fiji.

Contact details:

Consumer Council of Fiji

Private Mail Bag

Suva, Fiji

Phone: +679 330 0792 or +679 330 5478

Fax: +679 330 0115

Website: <http://www.consumersfiji.org/>

Alternatively, you can go to court. You may wish to get legal advice, for example from your solicitor.

Insurance

10. Do I have to take out insurance?

ANZ can insist you take out or pay the cost of types of insurance specifically allowed by law, for example compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage or security. Otherwise, you can decide if you want to take out insurance or not.

General

11. What do I do if I cannot make a repayment? (applies to personal credit card holders and the Principal only)

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:

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

ANZ reserves the right to agree to only agree to an arrangement at its discretion.

12. What if ANZ and I cannot agree on a suitable arrangement? (applies to personal credit card holders and the Principal only)

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

If ANZ still refuses your request, you can complain to ANZ's Customer Advocate.

Contact details:

ANZ Customer Advocate
PO Box 179, Suva, Fiji
Email: advocfj@anz.com
Fax: 321 3756

Please see Condition 30 above for more information regarding the ANZ and external dispute resolution schemes.

13. 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 external dispute resolution scheme, the Consumer Council of Fiji, the Reserve Bank of Fiji, or get legal advice.

Please see Condition 30 above for more information regarding the ANZ and external dispute resolution schemes.

14. Do I have any other legal rights and obligations?

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

Your contract means your Letter of Offer, the Conditions of Use and any terms and conditions or other special conditions attached to your facility or otherwise incorporated into your contract pursuant to the terms and conditions or agreed in writing between you and ANZ.

If you have any complaints about your credit contract, or want more information, contact ANZ. If you have a complaint which remains unresolved after speaking to ANZ you can contact ANZ's Customer Advocate, external dispute resolution scheme, the Reserve Bank of Fiji (RBF), or get legal advice.

You should ideally attempt to resolve your complaint with ANZ before contacting ANZ's external dispute resolution scheme. However, you may contact the external dispute resolution bodies at anytime if you wish.

Please see Condition 30 above for more information regarding the ANZ and external dispute resolution schemes.

Please keep information from it for use at a later date.

