

ANZ ASSURED & PERSONAL OVERDRAFT

TERMS AND CONDITIONS
07.06.2022



INTRODUCTION

If you are thinking about obtaining a personal credit facility from ANZ or have any questions about your existing credit facility, simply ask at your local ANZ branch or contact our ANZ Customer Service Centre on 13 13 14, 8am to 8pm Monday to Friday.

Information on current fees, charges and interest rates is available on request.

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This booklet contains the general terms and conditions for the following credit facilities:

- ANZ Assured; and
- Personal Overdraft¹

An ANZ Assured facility and a Personal Overdraft facility are lines of credit that allow you to incur a negative (debit) balance on a linked deposit account, up to the specified credit limit.

If you accept a credit facility offer made to you, the full contract for that credit facility will comprise the general terms, as outlined in this booklet, and any individual terms as outlined in your covering Letter of Offer.

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

Read your terms and conditions

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

Keeping your account safe and secure

Please read the ANZ Saving & Transaction Products Terms and Conditions for information about safeguarding your payment documents, cards and devices. It also includes anti-money laundering and sanctions obligations.

¹ Product not available for sale after 4 July 2021.

1. TERM AND REPAYMENT

Your ANZ Assured facility or Personal Overdraft facility (your 'credit facility') commences when ANZ links it to your linked account.

If you exceed the credit limit of your credit facility on any day, you must repay the excess amount:

- on that day; or
- if we provide the excess amount to you as an Informal Overdraft (see clause 8), by the day required under the terms and conditions of the Informal Overdraft.

The day on or by which you must repay the excess amount is the due date for payment of that amount.

You may ask us to close your facility at any time. Before we do so you will need to pay to us all amounts outstanding under the facility. We will only complete closure of the facility when we are satisfied that all outstanding amounts have been paid in full. Until then you will have to pay any amounts required under the facility contract.

ANZ can close your credit facility:

- in accordance with clause 13, if an Event of Default occurs;
- immediately, if required by law, if your linked account is closed, or if a circumstance arises that entitles ANZ to close your linked account under its terms and conditions; or
- by giving you 30 days written notice, at any time after 12 months from the start of your credit facility.

You must repay in full all money you owe us under your credit facility upon the closure of the credit facility.

2. HOW INTEREST IS CALCULATED

Debit interest will accrue daily on the overdrawn balance of your linked account as at the end of the day at the applicable daily interest rate.

If you have an Informal Overdraft, daily interest will accrue in accordance with the terms and conditions of the Informal Overdraft.

The annual interest rate for an ANZ Assured or Personal Overdraft credit facility is generally expressed as a variable reference rate (eg the ANZ Retail Index Rate) plus or less a margin. You can also check reference rates by contacting us.

Your Letter of Offer will specify the reference rate and margin (if any) that applies to your credit facility, subject to any variation of those matters in accordance with these terms and conditions or your Letter of Offer.

If the calculation of your annual interest rate would result in a figure that is less than zero then the interest rate will be zero.

The daily interest rate applicable to your credit facility will be the applicable annual interest rate divided by 365.

For the purposes of determining the overdrawn balance of your linked account:

- any debit to your linked account will initially be applied against any positive (credit) balance of your linked account; and
- to the extent that your linked account does not have any positive (credit) balance, the debit will be applied firstly against any available credit under any ANZ Assured facility or Personal Overdraft facility that is linked to your linked account, and secondly against any Informal Overdraft available in respect of your linked account.

3. CREDITING OF REPAYMENTS OR ADDITIONAL PAYMENTS

The terms and conditions relating to your linked account contain details regarding the manner in which you may deposit funds into your linked account. Any deposit into your linked account will be applied first as a repayment against any outstanding amount referable to an Informal Overdraft in respect of your linked account, and then as a repayment against any outstanding amount referable to your ANZ Assured facility or Personal Overdraft facility.

Please note that if the credit limit on your ANZ Assured facility or Personal Overdraft facility is exceeded, and you are charged fees or interest on that credit facility, these amounts could be debited to an Informal Overdraft that we make available to you on your linked account.

4. HOW FEES AND CHARGES (INCLUDING DEBIT INTEREST) ARE PAYABLE

Fees and charges (including debit interest) will be debited to your linked account, unless you ask and we agree that they may be debited to another account nominated by you.

Accrued debit interest will be debited monthly from the date on which your linked account was opened (or, in the case of ANZ Premium Cash Management Accounts, on the last business day of each month), unless otherwise specified in the terms and conditions of your linked account or in your Letter of Offer or otherwise agreed.

We may also debit accrued debit interest to your linked account when certain changes are made to your credit facility or linked account, such as closing or transferring your linked account, or as otherwise specified in the terms and conditions of your linked account.

The debit will include interest that has accrued for the period up to, but not including, the date on which the interest is

debited. Interest for the relevant period that is not debited or which accrues from and including the debit date may be carried forward to the next scheduled debit date.

Other fees and charges will be debited at the times or with the frequency specified in your Letter of Offer or as otherwise agreed.

Where a fee in respect of a period is charged in arrears and your credit facility is terminated during that period, we may charge a proportion of the fee on a pro rata basis up to the date of termination of the credit facility.

Where an amount is due to be debited on the 29th, 30th or 31st of a month which does not contain such a date, it will, subject to the paragraphs below, be debited on the last day of that month.

Where accrued debit interest is scheduled to be debited on a non-business day, we may debit it on either the scheduled day or the preceding or next business day. If we debit it on the next business day, the debit will include interest that has accrued up to, but not including, the scheduled debit date, and the debit will be made with effect from the scheduled day.

Where a fee or charge is scheduled to be debited on a non-business day, we may debit it on, and/or with effect from, either the scheduled day, or the preceding or next business day.

5. CHANGES TO FEES, CHARGES AND INTEREST RATES

ANZ can do the following:

	Minimum number of days notice	Method of notice
Introduce a new fee	30 days	In writing
Increase a fee	30 days	In writing, or by press advertisement with details provided before, with or on your next statement
Decrease a fee	Day of change	In writing, or by press advertisement with details provided before, with or on your next statement
Change method of calculation, frequency, manner of payment and payment dates of each fee	30 days	In writing, or by press advertisement with details provided before, with or on your next statement

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

ANZ will give at least same day notice of a change to the annual percentage interest rate. That notice may be a written notice to you or a notice published in a newspaper.

If you are unhappy with a change to the terms and conditions of your credit facility, you can close your credit facility and repay all amounts you owe, in accordance with the provisions of this booklet.

6. CHANGES TO OTHER TERMS AND CONDITIONS

ANZ can vary any of the following:

- the dates on and frequency with which interest will be charged or debited, and the method of calculating interest;
- the way or manner in which interest is to be paid or charged;
- the name of any variable reference rate;
- the amount, method of calculation, frequency, manner of payment and number of the repayments, together with the dates on which they are to be paid; and
- the minimum amount that may be withdrawn from a continuing credit facility.

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

If you are unhappy with a change to the terms and conditions of your credit facility, you can close your credit facility and repay all amounts you owe, in accordance with the provisions of this booklet.

7. DEPOSITING CHEQUES

You should refer to the Product Disclosure Statement or Terms and Conditions for the account to which your credit facility is attached for information about cheques.

8. EXCEEDING YOUR CREDIT LIMIT

If you would exceed your credit limit for any reason then we may (but do not have to) provide you with an informal overdraft facility for the excess amount (the Informal Overdraft).

The Informal Overdraft is a separate facility and does not increase the credit limit of your credit facility.

Refer to the terms and conditions of your linked account for more details about the Informal Overdraft.

9. GOVERNMENT CHARGES

Any government duties, taxes and other charges reasonably incurred in respect of receipts and withdrawals (including cheques) made to or from your account, will be payable by you.

10. SECURITY

Your covering Letter of Offer will detail any security required by ANZ for your facility. Please be aware:

- if any of the security has been previously provided to ANZ, by accepting this offer, you consent to that security also being held by ANZ as security for this facility;
- security documents are prepared on ANZ's normal security forms. If special circumstances exist, or if ANZ reasonably considers it necessary, these forms will be changed or new securities will be drafted to ensure there is effective security;
- if changes to securities or new security items are prepared externally, you must pay to ANZ any reasonable external fees which are incurred. You can ask for a quote or an estimate and the fees will be payable on the date they are invoiced to ANZ;
- you can obtain copies of ANZ's normal security documents through any ANZ branch before you accept any loan offer; and
- before any part of your loan is advanced, ANZ must be satisfied, acting reasonably, with the title and the security documents. Any applicable stamp duty and registration fees must be paid by the date of advance. Government fees and stamp duty may also be payable when any security you are providing is discharged. Please refer to your covering Letter of Offer for details.

11. INSURANCE

All property mortgaged to ANZ must be insured under a policy acceptable to ANZ. Please be aware that:

- this requirement does not apply to vacant land;
- the insurance policy must cover full reinstatement and/or equal value replacement of the assets;

- Australia and New Zealand Banking Group Limited must be recorded on the insurance policy as the appropriately ranked mortgagee. This is unless the security is a unit in a building, or a subdivision for which the Body Corporate has taken out insurance for the whole building or subdivision. In this case, ANZ must sight the Body Corporate insurance policy; and
- if the security is a Strata Title property and its value or purchase price is in excess of \$450,000, you must also take out Strata Title Mortgagee Protection Insurance and give a copy of the policy to ANZ. This requirement does not apply if the property is in Queensland or the Northern Territory.

12. TRUSTS

If you enter into the facility as a trustee, you agree that you are liable for the facility, both individually and as trustee of the trust. You are also assuring ANZ that:

- the facility is for a proper purpose under the trust;
- you have the power and authority under the trust to enter into the facility contract; and
- you have the right to be indemnified fully out of the trust property, before the beneficiaries of the trust, for all liabilities you incur under the facility.

13. ANZ'S RIGHTS IF THERE IS DEFAULT UNDER THIS AGREEMENT

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

An Event of Default occurs:

- if you do not make a payment to us of an amount within 30 days of its due date;
- if there is any breach of any term or condition of this facility, or any other facility provided to you by ANZ, or any security provided to ANZ for this facility or the other facility, and in

ANZ's reasonable opinion, this creates a material risk of you not making repayments as required under this facility, or of ANZ being unable to enforce its rights against any secured property;

- if, in ANZ's reasonable opinion, any event or circumstance arises that:
 - causes a material adverse change in your financial situation; and
 - is likely to affect your ability to meet your obligations under your facility or any security for it.

A 'material adverse change in your financial situation' includes, but is not limited to:

- your death;
- termination of your employment;
- your insolvency;
- enforcement proceedings by any creditor against you or any property mortgaged as security for this facility;
- any reduction in value of property mortgaged to ANZ as security for this facility;
- any insurance over the mortgaged property being cancelled or declined;
- if (being a corporation), in ANZ's opinion, there is a change in your effective control without ANZ's prior written consent (which ANZ will not unreasonably withhold); or
- any information supplied by you to ANZ in connection with this facility or any security for this facility being found to be untrue or incorrect.

Before ANZ requires immediate repayment in full, you will be given 30 days written notice to allow you an opportunity to remedy your default. If ANZ fails to give you notice regarding any Event of Default, ANZ has not waived its right to do so later.

However, ANZ will not give you such notice if:

- ANZ believes, on reasonable grounds, that it was induced by fraud on your part to enter into this facility contract; or
- ANZ has made reasonable attempts to locate you, but without success; or

- the court authorises ANZ to begin enforcement proceedings; or
- goods are mortgaged to ANZ as security for this facility, and ANZ believes on reasonable grounds that they have been or will be removed or disposed of without ANZ's permission; or
- ANZ believes on reasonable grounds that urgent action is necessary to protect property that is mortgaged as security for this facility.

If ANZ does not, for any reason, demand an immediate repayment when an event of default occurs, ANZ has not waived its right to do so later.

14. ENFORCEMENT EXPENSES

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

15. JOINT AND SEVERAL LIABILITY

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

16. UPDATING OF INFORMATION

At any time during the facility, ANZ may require you to provide information concerning your financial circumstances if ANZ believes such information is reasonably necessary to show there has been no material adverse change in your financial situation, which may be likely to affect your ability to meet your obligations under this loan or the security.

ANZ may also require a new valuation of any property provided as security for this facility if ANZ believes, on reasonable

grounds, that there may have been a material adverse change in your financial situation. If so, you may be charged a fee equal to the cost of the valuation reasonably incurred by ANZ in employing an external valuer. This will be payable and may be debited to your account on the date it is invoiced to ANZ.

17. STATEMENTS

ANZ will issue statements for your facility every 3 months and more often if either you or ANZ require.

If there are errors or unauthorised transactions shown on your statement, it is your responsibility to notify ANZ immediately.

18. NOTICES

A written notice, statement or demand for payment can be given to you by leaving it at your address, or by sending it by post, telex, facsimile or similar facility to your residential or business address. For this purpose, ANZ can use the last address it has recorded for you.

Please be aware that:

- if left at your address, it will be deemed to have been received by you on the date delivered or the date it bears, whichever is the later;
- if sent by post, it will be deemed to have been received by you on the date it would have been delivered in the ordinary course of post or the date it bears, whichever is the later;
- if sent by facsimile or other electronic means, it will be deemed to have been received by you on the date it bears or the date the transmitting machine reports it was sent, whichever is the later;
- if there is more than one of you, any notice, statement or demand will be given to each one of you at your residential or business address; and
- if you change your name or address, it is your responsibility to notify ANZ immediately.
- A demand for payment can be signed by any officer of ANZ, or any agent authorised by an officer of ANZ. Any other form of notice or statement need not be signed, unless required by law.

19. TRANSFER OF ANZ'S RIGHTS

ANZ may, without obtaining your consent:

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

You will be given notice of any such assignment.

20. BANKING CODE OF PRACTICE

If you are an individual or a small business (as defined by the Banking Code of Practice), ANZ is bound by the Banking Code of Practice when it provides its products and services to you.

The Banking Code of Practice means the relevant version of the industry code published from time to time by the Australian Banking Association as it applies to ANZ.

21. AVAILABILITY OF FUNDS

Before any funds are made available you must meet any requirements set out in the covering Letter of Offer, which may include the following:

- sign any new security documents that are required by the offer;
- arrange any new insurance required by the offer and give a copy of the policy to ANZ;
- provide any guarantee that may be required by the offer; and
- complete a disbursement order, if this is required by the offer.

ANZ must, acting reasonably, also be satisfied that:

- the documentation complies with legal requirements;
- you have received all statements and information required by law;

- no Event of Default has occurred;
- if you or a guarantor is a trustee of a trust, that all trust requirements have been properly met; and
- you understand and accept the terms and conditions for this facility.

22. DEFINITIONS

'Accrued interest' means interest which ANZ is entitled to charge, but has not yet been debited to your account.

'Annual percentage rate' means the interest rate(s) applicable to your credit facility, as set out in the Key Details section of your covering Letter of Offer.

'ANZ' means Australia and New Zealand Banking Group Limited ABN 11 005 357 522.

'Business day' means any day that is not a Saturday, Sunday or Australian national public holiday.

'Credit facility' or **'facility'** means your line of credit facility with ANZ, which could be an ANZ Assured facility, an ANZ Personal Line of Credit or an overdraft.

'Date of disclosure' means the date specified in the covering Letter of Offer.

'Reference rate' means the variable ANZ Retail Index rate or any other reference rate notified to you by ANZ from time to time.

'You' includes any of the persons accepting the facility offer.

23. IF YOU ARE IN FINANCIAL DIFFICULTY

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

INFORMATION STATEMENT - THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT.

This statement tells you about some of the rights and obligations of yourself and your credit provider 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 the Australian Financial Complaints Authority (AFCA) 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 –

- your contract is entered into; or
- 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 –

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3. Can I terminate the contract?

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

- you have not obtained any credit under the contract; or

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

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

4. Can I pay my credit contract out early?

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

5. Will I pay less interest if I pay out my contract early?

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

6. Can my contract be changed by ANZ?

Yes, but only if your contract says so.

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

That depends on the type of change.

For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get at least 20 days advance written notice for:
 - a change in the way in which interest is calculated; or
 - a change in credit fees and charges; or
 - any other changes by ANZ;

except where the change reduces what you have to pay or the change happens automatically under the contract.

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

Yes. You should first talk to ANZ. Discuss the matter and see if you can come to some arrangement. If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at 1800 931 678, www.afca.org.au or GPO Box 3, Melbourne VIC 3001 (Australia). Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at www.asic.gov.au.

INSURANCE

9. 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. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, ANZ can not insist that you use any particular insurance company.

10. Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by ANZ. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal. Also, if you acquire an interest in any such insurance policy which is taken out by ANZ then, within 14 days of that happening, ANZ must ensure you have a written notice of the particulars of that insurance. You can always ask the insurer for details of your insurance contract. If you ask in writing your insurer must give you a statement containing all the provisions of the contract.

11. If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

12. In that case, what happens to the premiums?

ANZ must give you a refund or credit unless the insurance is to be arranged with another insurer.

13. What happens if my credit contract ends before any insurance contract over mortgaged property?

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

MORTGAGES

14. If my contract says I have to give a mortgage, what does this mean?

A mortgage means that you give ANZ certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to ANZ.

15. Should I get a copy of my mortgage?

Yes. It can be part of your credit contract, or if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into. However, you need not be given a copy if ANZ has previously given you a copy of the mortgage document to keep.

16. Is there anything that I am not allowed to do with the property I have mortgaged?

The law says you cannot assign or dispose of the property unless you have ANZ's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or cannot do with the property.

17. What can I do if I find that I cannot afford my repayments and there is a mortgage over property?

See the answers to questions 21 and 22.

Otherwise you may

- if the mortgaged property is goods – give the property back to ANZ, together with a letter saying you want ANZ to sell the property for you;
- sell the property, but only if ANZ gives you permission first; or
- give the property to someone who may take over the repayments, but only if ANZ gives permission first.

If ANZ won't give permission, contact the AFCA scheme for help.

If you have a guarantor, talk to the guarantor who may be able to help you.

You should understand that you may owe money to ANZ even after mortgaged property is sold.

18. Can ANZ take or sell the mortgaged property?

Yes, if you have not carried out all of your obligations under your contract.

19. If ANZ writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. You have 7 days after receiving ANZ's request to tell ANZ. If you do not have the goods you must give ANZ all the information you have so they can be traced.

20. When can ANZ or its agent come into a residence to take possession of mortgaged goods?

ANZ can only do so if it has the court's approval or the written consent of the occupier, which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

GENERAL

21. What do I do if I cannot make a repayment?

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

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

22. What if ANZ and I cannot agree on a suitable arrangement?

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

If ANZ still refuses your request you can complain to the AFCA scheme. Further details about this scheme are set out below in question 24.

23. 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 the AFCA scheme or ASIC, or get legal advice.

24. Do I have any other rights and obligations?

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

If you have any complaints about your credit contract, or want more information, contact ANZ. You must attempt to resolve your complaint with ANZ before contacting the AFCA scheme. If you have a complaint which remains unresolved after speaking to ANZ you can contact the AFCA scheme or get legal advice. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at 1800 931 678, www.afca.org.au or GPO Box 3, Melbourne VIC 3001(Australia).

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

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