

# **ANZ CONSUMER LENDING PRODUCTS**

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**TERMS AND CONDITIONS  
EFFECTIVE SEPTEMBER 2023  
FIJI EDITION**



# INTRODUCTION

## References to ANZ

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

## Read your product terms and conditions

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

This document does not contain all the precontractual information required to be given to you. The rest of the information is contained in your Letter of Offer, including the Information Statement, which we are required to give you under the Consumer Credit Act 1999.

If you have given or intend to give Security (as defined below) to ANZ for any money that ANZ has lent to or will lend you, the terms governing such Security are set out in the relevant security documents.

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

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

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

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

If any part of these Terms and Conditions are illegal or unenforceable, such illegal and unenforceable terms may be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions remain in force.

### **How to use this booklet**

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

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

### **General enquiries**

If you have any general enquiries about this booklet, or the terms and conditions contained within it, or simply need more information about any ANZ account, please ask at any ANZ branch, or enquire via Bank Mail if you're registered for ANZ Internet Banking, or phone our Contact Centre on 132411 and (679) 3213 000 if calling from overseas, Monday to Friday from 8am to 6pm (excluding public holidays).

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

- Home Loan
- Residential Investment Property Loans
- Investment Home Loans
- Personal Loans
- Small Loans (formerly ANZ Fast Cash Loans) – Unsecured
- Personal Lines of Credit

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

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

# CONTENTS

<b>Section 1: General Conditions</b>	<b>7</b>
1.1 Definitions	7
1.2 Actual amounts you need to pay may be different from those in your Letter of Offer	9
1.3 Annual Percentage Rate (Interest Rate)	10
1.4 Processing of repayments, additional payments or other transactions	11
1.5 General fees, charges and costs	11
1.6 Specific fees and charges	13
1.7 Other costs we may incur	15
1.8 Changes to fees and charges	15
1.9 Government charges	16
1.10 Security	16
1.11 Insurance	16
1.12 Trusts	17
1.13 ANZ's rights if there is a default under the Agreement	17
1.14 Joint and several liability	19
1.15 Disclosure of financial information	19
1.16 Collection of information	19
1.17 Statements	21
1.18 Notices	21
1.19 Transfer of ANZ's rights	23
1.20 Code of Banking Practice	23
1.21 Waiver	24
1.22 Changes to terms and conditions	24
1.23 Availability of funds	24
1.24 Accepting your Letter of Offer	25
1.25 Disruption to service	25
1.26 Withholding	26
1.27 Changes in Government Requirements	26
1.28 Changes in the law	27
1.29 Market disturbance	27
1.30 Law and jurisdiction	28
1.31 Force majeure	28
1.32 Financial services dispute resolution schemes and making a complaint	29
1.33 If you are in financial difficulty	30

1.34	Anti-money laundering and sanctions	30
1.35	Indemnity	31
1.36	Date of advance (full sum advance loans)	31
1.37	Loan purpose	31
1.38	Loan disbursement	32
1.39	Drawdown confirmation	32
1.40	Specific obligations	32
1.41	How interest is calculated and debited	32
1.42	Loan repayments	33
1.43	Changes to repayments of principal and interest	34
1.44	Repaying your loan early during a variable interest rate period	34
1.45	ANZ's right to combine accounts	34
1.46	Late Payment Fee	35
	<b>Loans for construction purposes</b>	<b>35</b>
1.47	Date of first advance (progressively drawn loans)	35
1.48	Progress payments	35
1.49	Restriction on advances for construction loans	36
1.50	Valuations and surveys	36
	<b>Loans during a fixed interest rate period</b>	<b>36</b>
1.51	How interest is calculated during the fixed interest rate period for interest-in-advance loans	36
1.52	Repaying your loan early or changing your rate during a fixed interest rate period	37
	<b>Section 2: You agree to variations, and to contract out of, certain PPSA rights and provisions</b>	<b>38</b>
2.1	Waiver of notice of disposition	38
2.2	ANZ's right to apply funds	38
2.3	Reasonable care	38
2.4	ANZ's right with respect to the collateral	38
2.5	Acceleration of payment or performance	38
	<b>Section 3: Electronic Banking Conditions of Use</b>	<b>39</b>
3.1	Conditions of Use	39
3.2	Transaction limits	39
3.3	How you can use ANZ Internet Banking	39
3.4	Access to and use of local transfers	39
3.5	Access levels for ANZ Phone Banking and ANZ Internet Banking	40
3.6	Processing instructions - general	40

3.7	Processing instructions – ANZ Phone Banking and ANZ Internet Banking	41
3.8	Processing instructions – funds transfer	42
3.9	Processing instructions – BillPay service	43
3.10	Card validity	44
3.11	Lost or stolen cards, password or PIN	45
3.12	Lost and stolen card and PIN – while overseas	45
3.13	Cancellation of cards or electronic access	46
3.14	Withdrawal of electronic access	46
3.15	Your responsibility regarding your ANZ Card, password and PIN	47
3.16	Card security	47
3.17	Unauthorised transactions	48
3.18	Additional protection	50
3.19	Equipment malfunction	50
3.20	Liability under BillPay	50
3.21	Changes to the Electronic Banking Conditions of Use	51
3.22	Changes to transactions made through electronic terminals	51
3.23	Printed transaction records	51
3.24	Third party services	51
3.25	General	51
3.26	EFTPOS	52
3.27	Maestro and Cirrus	52
	<b>Customer enquiries</b>	<b>54</b>
	<b>Postal addresses</b>	<b>54</b>

# SECTION 1:

## GENERAL CONDITIONS

### 1.1 Definitions

The following definitions apply unless otherwise stated:

- **'ANZ business day'** means any day from Monday to Friday on which ANZ is open for business in at least one of its branch locations in Fiji.
- **'Acceptance Period'** means the period described as such in your Letter of Offer.
- **'Accrued interest'** means interest which ANZ is entitled to charge, but that has not yet been debited to your account.
- **'Agreement', 'contract' or 'credit contract'** means your Letter of Offer, these Terms and Conditions, and any special conditions accompanying your Letter of Offer or otherwise agreed in writing by you and ANZ, or as incorporated pursuant to the Terms and Conditions.
- **'Annual percentage rate'** means the interest rate/s applicable to your loan or facility, as set out in your covering Letter of Offer (but subject to change as described in the Letter of Offer and these Terms and Conditions).
- **'ANZ Group member'** means ANZ and each of its branches, representative offices, regional offices, subsidiaries, affiliates, related entities, employees, officers and agents, in any country.
- **'Bank Mail'** means the secure electronic messaging service available via ANZ Internet Banking that enables you to communicate with ANZ to make general account or other enquiries and/or request services, if this functionality is available in ANZ Internet Banking in your jurisdiction.
- **'Business day'** means any day from Monday to Friday (excluding public holidays), on which ANZ is open for business in at least one of its branch locations in Fiji.
- **'Charged' or 'debited'** means in relation to a bank account, that money is taken from that account by ANZ.
- **'Cleared funds'** means money in your account, available for you to use which won't be reversed or dishonoured for any reason.
- **'CRN'** means the Customer Registration Number issued by ANZ to you.

- **‘Date of advance’** means, for full sum advance loans, the date all or any of the loan is first advanced. For progressively drawn loans, it means the date on which any part of the loan is first advanced.
- **‘Date of disclosure’** means the date of disclosure specified in your Letter of Offer.
- **‘Disruption to service’** means that a service is temporarily unavailable, or that a system or equipment fails to function in a normal or satisfactory manner.
- **‘Event of default’** is defined in Section 1.13 of these Terms and Conditions.
- **‘Funds Transfer Processing day’** means any day from Monday to Friday that is not a public holiday in Fiji.
- **‘Guarantor’** means a person (other than you) who has given, gives or is to give a guarantee, and Security as the case may be, for the purpose of securing any loan or facility provided to you and includes that person’s executors, administrators, successors and transferees.
- **‘Interest only Period’** means the period described as such in your Letter of Offer.
- **‘Late Payment Fee’** means the fee charged if you don’t pay a scheduled repayment in full within 7 days of the due date.
- **‘Law’** means any law, legislation, regulation, proclamation, ordinance, by-law, rule, instrument, official directive, ruling, order or notice of any court or government body, circular, code of practice, code of conduct, prudential requirement or licensing requirement, in any country.
- **‘Letter of offer’** means the letter of offer provided by ANZ and accepted by you, which covers your loan or facility.
- **‘Loan’** and **‘facility’** means an ANZ Housing Loan, Fully Drawn Advance, Personal Loan, or such other loan or facility provided by ANZ, the terms of which are described in your Letter of offer.
- **‘Local Transfer Processing day’** means any day from Monday to Friday that is not a public holiday in Fiji.
- **‘Material adverse change’** is defined in Section 1.13 of these Terms and Conditions.
- **‘PPSA’** means the Personal Property Securities Act 2017.
- **‘PIN’** means personal identification number and includes an action number.



- **'Reference rate'** means the ANZ Reference Rate/s applicable to your loan or facility, as detailed in your Letter of Offer and which include the following rates:
  - ANZ Home Loan;
  - ANZ Residential Investment Property Loan;
  - ANZ Personal Loan.
- **'Scheduled balance'** means the loan balance that your loan would have had, if you only ever paid the minimum repayments as they fell due on your loan.
- **'Security'** means any:
  - (a) security for the payment of money or performance of obligations, including a mortgage, charge, security interest (which includes a 'security interest' as defined in the PPSA), lien, pledge, trust or title retention or flawed deposit arrangement; or
  - (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
  - (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or any agreement to create any of them or allow them to exist.
- **'Settlement'** means the process by which you repay the full amount outstanding under your Loan and your loan account is closed by ANZ.
- **'Telephone identification Code (TIC)'** means the five digit number issued to access ANZ Phone Banking.
- **'Terms and Conditions'** means the terms and conditions described in this booklet.
- **'You'** includes any of the persons accepting the offer in your Letter of Offer.

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

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

The financial details in your Letter of Offer:

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

### **1.3 Annual Percentage rate (interest rate) subject to the notification requirements below:**

- Variable reference rates (or Index rates) can be changed at any time including the period between the date of disclosure (set out in your Letter of Offer) and the date of drawdown.
- Fixed reference rates can also be changed at any time before drawdown, but not once the loan has been drawn and the fixed interest rate period has started.

At the end of any fixed interest rate period, you may apply for another fixed interest rate period, and, if ANZ agrees to your request, you will be advised of any extra or varied terms which will apply. Please note that fees may apply as set out in your covering Letter of Offer.

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

#### **Notifying you of changes**

If there is a change in the interest rate margin that applies to your loan or facility, you will be notified no later than thirty days prior to the date on which the change takes effect, by notice in writing (either by written letter, email or SMS) or advertisement published in a national newspaper.

Details of the change will also appear on your next statement. For further information in respect of other changes that may be made in respect of interest rates, refer to Section 1.21 below.

You can also check interest rates and reference rates on [anz.com/fiji](http://anz.com/fiji), by asking at any ANZ branch or calling:

- our Contact Centre on 132411 or (679) 3213 000 if calling from overseas, 8am - 6pm, on business days.

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

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

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

- 3:30pm Monday to Thursday; and
- 4pm Fridays, (excluding public holidays).

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

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

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

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

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

## **1.5 General fees, charges and costs**

We can charge you for:

- (a) fees for the products and services you receive from us;
- (b) any payments to third parties we make in relation to the loan or facility, Security or guarantee (including any government fees and charges, including taxes in relation to the loan. Security or guarantee); and
- (c) the costs we incur when we exercise our rights under these Terms and Conditions or any other agreement. See Section 1.6 for more detail.

You agree to pay all fees, charges and costs that apply to your loan.

The fees under paragraph (a) above are set out in our Disclosure of Fees and Charges Lending and Credit Cards and you can get a copy on our website, in any branch or by calling our contact centre.

You agree that the above amounts are payable in one of the following ways:

- If we've agreed to lend you the money to pay any amount we can charge you, the relevant amount will either:
  - be included in the amount of your loan; or
  - be added to the amount of your loan after you have signed the Letter of Offer; or.
- The relevant amount will be charged to your ANZ transactional account on the day that amount is due; or
- Where there are not enough Cleared Funds in your ANZ transactional account to pay for the relevant amount the relevant amount will be added to the amount of your loan.

Any amounts added to the amount of your loan will accrue interest daily at the same rate as the amount of your loan from the date it is added to the amount of your loan.

Where any amount is added to the amount of your loan after you have signed the Letter of Offer, you need to contact us about either paying that amount or changing your repayment amount.

If you don't pay that amount or agree a changed repayment amount with us, your repayments will not be enough to pay that amount and any interest that accrues on it, by the repayment date.

Information on current bank fees is also available via [anz.com/fiji](http://anz.com/fiji), at any ANZ branch or by calling our Contact Centre on 132 411 or (679-3213 000 if calling from overseas) between 8am - 6pm on business days.

## 1.6 Specific fees and charges

A description of the fees that may be applicable are detailed below:

<b>Loan approval fee</b>	We may charge a loan approval fee for assessing and documenting your Loan.
<b>Third party fees and charges</b>	These are fees charged by third parties including the government, external valuers and solicitors. They include consent fees, government charges, registration fees and valuation fees.
<b>Late payment fee</b>	We will charge this fee every time you don't pay an amount due under your loan within 7 days of the due date of that repayment.
<b>Bank cheque</b>	We charge a fee for each bank cheque issued by us.  The first bank cheque we provide on drawdown of the loan is free of charge.
<b>Certificate of balance and/or interest</b>	We charge a fee for each certificate of balance or interest that we prepare for you.
<b>Switch fee</b>	We charge this fee if you ask us if you can change from one product to another or from one interest rate to another, and we agree to that change.  This fee is charged for each product or interest rate change we agree to.
<b>Settlement fee</b>	We charge this fee when you repay your loan in full and the loan account is closed.

<b>Search fee</b>	<p><b>Company/sole trader search</b></p> <p>If a company, sole trader or similar search is required by either us or you in connection with the loan or the Security, and we arrange for this search to be done, we will charge a fee for each search.</p> <p><b>Title deed search</b></p> <p>If a certified copy of a title document is required by either us or you in connection with the loan or the Security, and we arrange for that search to be done, we will charge a fee for this search.</p>
<b>Special answer fee</b>	<p>We charge this fee when you ask for a cheque to be cleared quicker.</p>
<b>Execution of Security or guarantee related documents fee</b>	<p>We charge this fee if documents relating to Security or guarantee (other than the letter of offer), and which relate to your loan, need to be prepared and/or signed (including a discharge or release of a Security or guarantee).</p> <p>This fee is different depending on the type of Security and loan.</p>
<b>Document handling fees</b>	<p>These fees include:</p> <ul style="list-style-type: none"> <li>• Fees for the administration and production of documents (other than documents related to Security or guarantees)</li> <li>• Printing fee- bank statements You can ask for printed statements at any time but we may charge you a fee for printing and sending it to you</li> <li>• Printing fee – other documents</li> <li>• Photocopying fee</li> </ul>
<b>Insurance premium administrative fee</b>	<p>We charge this fee when we pay your insurance premium for you. We will do this only when you have not repaid some or all of the amounts you owe us under your loan.</p>

## 1.7 Other costs we may incur

You must pay any costs or losses we incur when we use or protect our rights under your loan agreement, any security, or other agreements with us.

For example, you must pay any costs or losses we incur if you or your guarantor breach your loan and we have to recover any amounts you owe under your loan agreement. You must also pay any costs if we have to sell or recover and maintain any security we hold for your loan.

Our costs will depend on the type and complexity of the transaction and your circumstances. They include any legal costs, real estate agent or registered valuer's fees, other professional advisor fees, auction fees, and taxes.

## 1.8 Changes to fees and charges

To the extent permitted by law (and subject to the approval of the Reserve Bank of Fiji, if required), ANZ can do the following:

	Minimum number of days of notice	Method of notice
Introduce a new fee, change the frequency or payment dates of each fee	30 days	By press advertisement, posters in branches, with details provided on next statement
Increase a fee, change the method of calculation or manner of payment of each fee	30 days	By press advertisement, posters in branches, with details provided on next statement
Decrease a fee	Day of change	By press advertisement, posters in branches, with details provided on next statement

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

## **1.9 Government charges**

Government duties, taxes and other charges incurred because of receipts and withdrawals (including cheques) made to or from your account, are payable by you.

## **1.10 Security**

Your Letter of Offer will tell you about any Security required by ANZ for your loan or facility. Please be aware that:

- if ANZ is holding any existing Security at the date of disclosure, and you accept your Letter of Offer, you agree to that Security also being held by ANZ as Security for the new loan or facility;
- security documents are prepared on ANZ's normal security forms. If special circumstances exist, or if ANZ 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 outside ANZ, 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 or facility offer;
- ANZ must be satisfied with the title and the security documents before it will provide any credit.

## **1.11 Insurance**

All insurable property which is the subject of Security granted to ANZ must be insured for all usual risks under a policy acceptable to ANZ, at the replacement value or an insured sum not less than the loan or facility amount as may be determined by ANZ at its sole discretion, with an insurance company approved by ANZ. ANZ or its nominees must be recorded on the insurance policy as the appropriately ranked mortgagee and coinsured. An original insurance policy is to be provided to ANZ before the loan or facility will be available for drawdown and as and when it is required by ANZ.

Annually, you must provide ANZ with either a cover note or certificate of currency, together with a receipt for the premium(s) paid, for the property which is the subject of Security granted to ANZ.



It is your responsibility to ensure that the required minimum level of cover as set from time to time is maintained throughout the term of the loan or facility.

It is your responsibility to pay the insurance premium for the insurance, regardless of whether ANZ makes any payments of your insurance premium.

If you do not pay the insurance premiums we may decide to pay any premiums on your behalf. We will do this only when you have not repaid some or all of the amounts you owe us under your loan. If so, we will charge you a fee for doing so (see Section 1.6 of these Terms and Conditions).

You will reimburse us for the full amount of any insurance premium we pay on your behalf. We will add the amount of the insurance premium to the amount of your loan. Once the amount of the insurance premium has been added to the amount of your loan, interest will accrue daily on this additional amount at the same rate as on the amount of your loan.

Where any amount is added to the amount of your loan, you need to contact us about either paying that amount or changing your repayment amount.

If you don't pay that amount or agree a changed repayment amount with us, your loan repayments will not be enough to pay that amount and any interest that accrues on it, by the repayment date.

### **1.12 Trusts**

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

- the loan or facility is for a proper purpose under the trust;
- you have the power and authority under the trust to enter into the 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 loan or facility.

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

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

An event of default occurs:

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

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

- your death; or
- termination of your employment; or
- your insolvency; or
- enforcement proceedings by any creditor against you or any property which is the subject of Security granted to ANZ for this loan or facility; or
- any reduction in the value of property which is the subject of Security granted to ANZ for this loan or facility; or
- ANZ reasonably believes that any property that is the subject of Security for this loan or facility is at risk pursuant to section 20 of the PPSA;
- ANZ reasonably believes that payment or other performance of any Security for this loan or facility is at risk pursuant to section 20 of the PPSA;
- any insurance over the property which is the subject of Security granted to ANZ being cancelled or declined; or
- any information supplied by you to ANZ in connection with this loan or facility or any Security for this loan or facility being found to be untrue, incorrect or incomplete; or
- a material adverse change to the effectiveness or priority of any Security granted by you or a guarantor for this loan or facility.

Before ANZ requires immediate repayment in full, you will be given 30 days' written notice to allow you an opportunity to remedy the default. If ANZ fails at any time to give you notice regarding an event of default, ANZ has not waived its right to do so in the future.

However, ANZ will not give you such notice if:

- ANZ believes, on reasonable grounds, that it was induced by fraud on your part to enter into the loan or facility; or
- ANZ has made reasonable attempts to locate you, but without success; or
- a court authorises ANZ to require immediate repayment without giving such a notice; or
- in relation to property over which Security has been granted to ANZ for the loan or facility, ANZ believes on reasonable grounds that such property has 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 the subject of Security granted to ANZ for the loan or facility.

#### **1.14 Joint and several liability**

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

#### **1.15 Disclosure of financial information**

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

ANZ can also require a new valuation of any property provided as Security for the loan or facility.

ANZ can charge you the costs it incurs for getting a valuation from an external valuer (as set out in further detail in Section 1.6 and Section 1.50 of these Terms and Conditions).

#### **1.16 Collection of information**

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

## **(1) Collection of information**

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

- (a) to provide information about a product or service;
- (b) to consider your request for a product or service;
- (c) to provide you with a product or service;
- (d) to tell you about other products or services;
- (e) to perform internal administrative, operational and technology tasks (including technology infrastructure maintenance and support, application maintenance and support, risk 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, registries or revenue authorities, whether inside or outside of the country where your facility/ies is provided and held with us, to make inquiries about your tax status; and
- (h) as required by relevant laws and external payment systems, whether inside or outside of the country where your facility/ies is provided and held with us.

## **Absence of relevant personal information**

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

## **(2) Disclosure of information by ANZ**

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

- (a) any ANZ Group Member;
- (b) any outsourced provider, contractors, agents, auditors and advisers which ANZ or any ANZ Group Member engages to carry out or assist with its banking functions and activities (for example mailing houses, credit reporting or debt collection agencies);

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

### **1.17 Statements**

ANZ will provide you with a periodic statement as required by law, currently at the intervals specified below (or less frequently at your discretion):

- (a) for open-ended credit - monthly; and
- (b) for closed-end credit - every three months.

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

### **1.18 Notices**

#### **How ANZ gives you notice**

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

ANZ can send a written notice, statement or demand for payment to you by sending it by post, facsimile or similar facility to your residential or business address or by leaving it at that address. ANZ can use the last address it has recorded for you.

If you change your name or address or Taxpayer Identification Number, you must let ANZ know in writing as soon as possible, and in any event, not less than 7 Business days before the change takes effect and the details of your new name, address or Taxpayer Identification Number (as applicable), as otherwise an event of default may occur. You shall keep ANZ fully indemnified from and against all actions, proceedings, claims, demands or losses which ANZ may incur or sustain by reason, either directly or indirectly, of your failure to inform ANZ of your change of name or address or taxpayer identification number. If there is more than one person who is party to this loan or facility, any notice, statement or demand will be given to each one of you at your residential or business address.

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

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

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

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

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

A notice that you give to ANZ must be signed by you or by your authorised representative unless otherwise agreed in writing with ANZ. You may give ANZ a notice by handing it

in at any of our branches or by posting it to ANZ's address, as detailed at the back of this document. Your notice will be deemed to be received by ANZ when ANZ receives it.

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

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

Acknowledgement of your notice may be given by ANZ in writing, in person, facsimile transmission, email or telephone. You authorise ANZ to record electronically any conversations between you and ANZ and such recording or transcripts of recordings may be produced as evidence in any proceedings.

### **1.19 Transfer of ANZ's rights**

ANZ may, without telling you or obtaining your consent:

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

### **1.20 Code of Banking Practice**

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

### **1.21 Waiver**

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

In particular:

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

### **1.22 Changes to terms and conditions**

To the maximum extent permitted by law (and subject to the approval of the Reserve Bank of Fiji, where required), ANZ can vary any of the following:

- the dates on and frequency with which interest will be charged or debited, and the method of calculating interest. However, no such change will be made during any fixed interest rate period;
- the manner in which interest is to be paid or charged;
- the name of any reference rate;
- the amount, method of calculation, frequency, manner of payment and number of the repayments, together with the dates on which they are to be paid;
- the excess interest rate which applies to the loan or facility if the credit limit is exceeded; and
- the minimum amount that can be withdrawn from a continuing credit facility. ANZ will give not less than 30 days written notice of any such variation (and you will be deemed to have received such notice) in accordance with Section 1.18.

### **1.23 Availability of funds**

Before any funds are made available, you must:

- accept your Letter of Offer. If there is more than one person who is party to the loan or facility, each party must individually accept your Letter of Offer;
- make sure that any new security documents that are required by your Letter of Offer are signed;



- arrange any new insurance required by your Letter of Offer and give a copy of the policy to ANZ;
- complete a disbursement order, if this is required by your Letter of Offer;
- meet any other requirements as set out in your Letter of Offer; and
- meet any other condition precedent as detailed in your Letter of Offer.

ANZ must also be satisfied that:

- the documentation complies with legal requirements;
- you have received all statements and information required by law;
- no event of default has occurred;
- any required guarantee or Security has been provided and that any guarantor has obtained independent legal and financial advice to ANZ's satisfaction;
- if you or a guarantor is a trustee of a trust, that all trust requirements have been properly met; and
- all documents, including security documents, are registrable, to the extent desirable or required by law or regulation.

### **1.24 Accepting your Letter of Offer**

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

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

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

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

### **1.25 Disruption to service**

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

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

### **1.26 Withholding**

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, you agree to immediately reimburse ANZ for the amount of any such deduction or withholding, including authorising ANZ to deduct such amounts from your ANZ transactional account. You will indemnify ANZ against any loss ANZ suffers or cost ANZ incurs as a result of such deduction or withholding.

### **1.27 Changes in Government Requirements**

This section applies if:

- (a) after the date of your Letter of Offer, there is:
  - (i) a change in government requirement or a new government requirement (whether or not having the force of law);
  - (ii) a change in a tax or a new tax (for the purposes of this section 'tax' includes duties but does not include a tax on ANZ's net income in the normal course of ANZ's business); or
  - (iii) a change in the interpretation of a government requirement or a tax that affects loans or facilities of the kind contemplated in your Letter of Offer; and
- (b) its effect is, in ANZ's opinion, directly or indirectly;
  - (i) to increase the cost to ANZ of providing or maintaining the loan or facility or of providing funds under it;
  - (ii) to reduce the effective rate of return to ANZ (whether on capital, assets, deposits or otherwise) on the loan or facility. For the purposes of this

section 'tax' includes duties but does not include a tax on ANZ's net income in the normal course of ANZ's business; or

- (iii) to require ANZ to make a payment or to forgo or suffer a reduction in a return on or calculated by reference to any amount payable to it under this Agreement; and
- (c) in that event, you agree to pay to ANZ, on demand, the amount calculated by ANZ as necessary to compensate ANZ for the increase in cost or reduction in rate, attributable directly or indirectly to the changes set out in sub-section a above. The amount payable will be calculated by ANZ from the day when it first incurred the costs or suffered the reduction.

### **1.28 Changes in the law**

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

Such a situation could arise because of:

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

### **1.29 Market disturbance**

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

- (a) the relevant funds are not readily available to ANZ; or
- (b) adequate and fair means do not exist for ascertaining the interest rate for the loan or facility;

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

### **1.30 Law and jurisdiction**

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

### **1.31 Force majeure**

- (a) ANZ shall not be liable for any delay in performance and/or non-performance of any of its obligations under any loan or facility or in any transaction between you and ANZ or for any losses caused by the occurrence of any contingency beyond the reasonable control of ANZ including, but not limited to:
  - (i) breakdown or failure of transmission of communication facilities; and
  - (ii) sabotage, insurrection, riot or other civil disobedience, coup, act of a public enemy, failure or delay in transportation, act of any government or agency or subdivision thereof, judicial action, labour dispute, accident, fire, explosion, flood, storm or other natural cause, a shortage of labour, fuel, raw material or machinery or technical failure.
- (b) ANZ may, in its sole discretion and without liability to you, cancel any loan or facility if its performance is delayed or rendered impossible due to the occurrence of any such contingency.

### **1.32 Financial services dispute resolution schemes and 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 132411 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

Most 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:** [www.reservebank.gov.fj/](http://www.reservebank.gov.fj/)

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

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

### **1.34 Anti-money laundering and sanctions**

- (1) You agree that ANZ may delay, block or refuse to process any transaction without incurring any liability if we suspect or have reasonable grounds to suspect that:
  - (a) The transaction may breach any law;
  - (b) The transaction involves or may involve any person (natural, corporate, governmental, trust, partnership or any other person) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by any supra-national organization, official body, the United States, the United Nations, the European Union or any country; or
  - (c) The transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in any country.
- (2) You must provide all information to ANZ which we reasonably require in order to manage our money-laundering, terrorism-financing or economic and trade sanctions risk and to comply with any laws in relation to these.
- (3) Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in

entering into this Agreement. If you are acting on behalf of another party (such as a trustee), you agree to provide the details of the beneficial owner of the funds to ANZ, as may be required by ANZ from time to time.

- (4) You declare and undertake to ANZ that the processing of any transaction by ANZ in accordance with your instructions will not breach any laws.

### **1.35 Indemnity**

- (1) Each account holder and person authorized by an account holder discharges and indemnifies us from and against all actions, proceedings, accounts, claims, demands, loss, damage, stamp duty, registration fees, and any other direct or indirect taxes arising from or in any way related to us in good faith:
  - (a) acting on instructions received by mail or electronic means (whether by facsimile, telephone, internet, ATM or EFTPOS) which are, or are purported to be, given or signed by the account holder, the adviser, an authorised representative or an authorised third party signatory, or in the case of joint account holders, by any of them;
  - (b) not acting on instructions purporting to be from you where ANZ (in its opinion), considers or suspects that such instructions have been communicated to ANZ fraudulently, mistakenly or without authority or contain material omissions or errors; and
  - (c) releasing information about you or the account to anyone who is, or appears to be, authorised to receive that information (including any authorised representative or third party signatory appointed by the account holder).

### **1.36 Date of advance (full sum advance loans)**

For full sum advance loans, you must draw down the full amount of the loan within three months of the date of any Letter of Offer for home loans, and within three months of the date of any Letter of Offer for personal loans, unless otherwise agreed by ANZ in writing. If the date of advance does not occur within this time period (or within any agreed extension of it), the contract will end and ANZ will not be obliged to advance the loan.

### **1.37 Loan purpose**

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

### **1.38 Loan disbursement**

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

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

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

### **1.39 Drawdown confirmation**

The annual percentage rate which initially applies to your loan will be determined at drawdown and confirmed at that time.

### **1.40 Specific obligations**

When you accept your Letter of Offer, you will be agreeing to repay to ANZ by the end of the loan term, all principal, interest and any other amounts which are or become due under the loan.

In addition, if any of the following three events occur, you must notify ANZ immediately:

#### **Occupancy of your home**

If your loan purpose is to purchase a home as your personal residence and you no longer personally occupy the property.

#### **Construction and occupancy of your home**

If construction of a home as your personal residence is not started within three years from the initial date of advance, or you no longer intend to personally occupy the property.

#### **Construction and use of investment property**

If construction of a home as an investment property is not started within one year from the initial date of advance, or you no longer intend to use the property for residential investment purposes.

ANZ may treat the occurrence of one of these events as a material adverse change.

### **1.41 How interest is calculated and debited**

Interest is calculated on the unpaid daily balance of your loan. The rate applied each day is equal to your annual



percentage rate applicable at the time, divided by 365. Your Letter of Offer advises how frequently interest will be debited, but you also need to be aware that:

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

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

## **1.42 Loan repayments**

### **Repayments of principal and interest**

Generally, you have the following options for repayment of principal and interest:

- by periodical payment from your ANZ transactional account;
- by deposit using a coupon booklet;
- by salary deduction (applicable to ANZ staff only); or
- by periodical payment from another financial institution.

If, at any time, you want to change your selected repayment method, and as long as the loan is not in a fixed interest rate period, you can notify ANZ in writing.

### **Repayments during interest only periods**

During any interest only period, ANZ will debit your repayments to your ANZ transactional account.

Repayments will be automatically adjusted if there is a change in your annual percentage rate.

### **1.43 Changes to repayments of principal and interest**

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

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

#### **Variable Interest Rate Loans**

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

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

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

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

### **1.45 ANZ's right to combine accounts**

ANZ can combine the balances of two or more of your accounts, even if the accounts are at different branches or in joint names. This may happen when one of your accounts is overdrawn or is in debit and another is in credit. This means that the credit balance in one account can be used to repay to ANZ the debit balance in another account. ANZ will promptly inform you if it has combined any of your accounts. You should not treat your accounts as combined unless ANZ has agreed to such an arrangement.

#### **1.46 Late Payment Fee**

The Late Payment Fee is payable on:

- Home Loans;
- Residential Investment Loans; and
- Personal Loans.

If the whole or any part of any payment due has been unpaid for:

- 7 days or more for Home Loans, Residential Investment Loans and Personal Loans.

The Late Payment Fee is also charged every subsequent 30 days that the loan is in arrears.

### **LOANS FOR CONSTRUCTION PURPOSES**

#### **1.47 Date of first advance (progressively drawn loans)**

For progressively drawn loans, you must make the first drawdown within three months of the date of your Letter of Offer, unless otherwise agreed by ANZ in writing. If this date of first advance does not occur within this time (or within any agreed extension of it), the contract will end and ANZ will not be obliged to advance the loan.

#### **1.48 Progress payments**

Progress payments will only be advanced if:

- the funds you are contributing towards the purchase and construction of the property have already been used to meet these costs; and
- the progress payment is due and payable under your building contract; and
- your request is accompanied by a completed Progress Payment Instruction Form.

To obtain the final progress payment, you must provide with your request:

- a builder's invoice; and
- a completed Progress Payment Instruction Form, showing disbursement details.

Please note that you are responsible for making sure that specifications of the builder's contract are completed by the builder.

### **1.49 Restriction on advances for construction loans**

If the purpose(s) of your loan includes the construction of a residence, then, in addition to the other restrictions on advances set out in Section 1.23 'Availability of funds', no part of the loan will be advanced to finance the construction of any residential building until you have given ANZ a copy of the following documents:

- a signed and enforceable fixed price contract for the construction of a residence entered into by you and a reputable licensed builder;
- plans approved by the relevant body for the construction of that residence; and
- the builder's current Builder's Risk Insurance Policy (or equivalent form of insurance) or other documentation as agreed by ANZ confirming such insurance is current.

### **1.50 Valuations and surveys**

ANZ may require a valuation or survey of the property at any time during the term of your loan, including before any progress payment is made. See Sections 1.6 and 1.7 above for further detail on the cost for a valuation or survey.

## **LOANS DURING A FIXED INTEREST RATE PERIOD**

### **1.51 How interest is calculated during the fixed interest rate period for interest-in-advance loans**

For each interest charge to be paid by you in advance in respect of a fixed interest rate period, ANZ determines the number of days to be covered by that interest charge (the "interest cycle"), the expected outstanding loan balance at the end of each day of the interest cycle, and the daily interest rate that is derived from dividing the applicable fixed annual percentage rate by 365. ANZ then uses this information to calculate the amount of the Interest-in-advance charge to be paid by you in advance in respect of that interest cycle.

When making this calculation, ANZ assumes that:

- (a) the outstanding loan balance at the commencement of the interest cycle will be the same as the outstanding loan balance at the time that it calculates the amount of the interest in advance charge (the "assumed loan balance");

- (b) the assumed loan balance will remain outstanding throughout the interest cycle; and
- (c) the applicable fixed annual percentage rate will not change throughout the interest cycle.

The calculated interest in advance charge for a forthcoming interest cycle is the total of the estimated daily interest charges for each day in that interest cycle (the "Interest-in-Advance charge").

The Interest-in-Advance charge for an interest cycle is debited to your loan account with effect from the commencement of that interest cycle. You are required to pay that Interest-in-Advance charge to ANZ on (or with effect from) that date.

During each interest cycle, ANZ will calculate the interest charge applicable to your loan account on a daily basis, based on the outstanding loan balance at the end of each day in the interest cycle and the daily interest rate that is determined by dividing the applicable fixed annual percentage rate by 365. If the aggregate of these daily interest charges for the interest cycle is less than the amount of the Interest-in-Advance charge that was debited to your loan account at the commencement of the interest cycle, ANZ will refund the difference to you. If the aggregate of these daily interest charges for the interest cycle is greater than the amount of the Interest-in-Advance charge that was debited to your loan account at the commencement of the interest cycle, the amount of the difference will be debited to your loan account on (or with effect from) the first day following the end of the relevant interest cycle. You are required to pay that additional interest charge to ANZ on (or with effect from) that date.

### **1.52 Repaying your loan early or changing your rate during a fixed interest rate period**

If ANZ's obligations in respect of a fixed rate loan are terminated:

- before the termination date for any reason; or
- because ANZ gives you notice under section 1.13, you agree to pay ANZ (if demanded) the Early Repayment Fee set out in the Fees Booklet.

## **SECTION 2: YOU AGREE TO VARIATIONS, AND TO CONTRACT OUT OF CERTAIN PPSA RIGHTS AND PROVISIONS**

### **2.1 Waiver of notice of disposition**

You waive the right to be notified of any notice of disposition of collateral under section 93(2) of the PPSA.

### **2.2 ANZ's right to apply funds**

ANZ may, at any time, apply the balance of any deposit account to the obligation secured by that deposit account, without requiring any additional agreement from you.

### **2.3 Reasonable care**

You agree that for the purposes of section 15(2) of the PPSA (in relation to any collateral that is an instrument or chattel paper), 'reasonable care' does not include taking necessary steps to preserve rights against other persons.

### **2.4 ANZ's right with respect to the collateral**

You agree that section 15(4)(b) of the PPSA (on how we must apply money or funds received from collateral), and section 15(4)(c) of the PPSA (on keeping the collateral identifiable) shall not apply to this Agreement or any Security under this agreement.

### **2.5 Acceleration of payment or performance**

ANZ may accelerate payment or performance by you if:

- (a) you are in default;
- (b) ANZ reasonably believes that the collateral is at risk; or
- (c) ANZ reasonably believes that payment or other performance is at risk.

## **SECTION 3: ELECTRONIC BANKING CONDITIONS OF USE**

### **3.1 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).

### **3.2 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.

The daily ATM limit is FJD\$1,000 per ANZ Card. This means that you can use your ANZ Access Card to withdraw a total of FJD \$1,000 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.

### **3.3 How you can use ANZ internet Banking**

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

### **3.4 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 [anz.com/fiji](http://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.

### **3.5 Access levels for ANZ Phone Banking and ANZ internet Banking**

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.

### **3.6 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.

### **3.7 Processing instructions – ANZ Phone Banking and ANZ Internet Banking**

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 2pm 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.

### **3.8 Processing instructions – funds transfer**

ANZ will generally process funds and local transfer instructions:

- 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 a telegraphic transfer.

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.

### **3.9 Processing instructions – BillPay service**

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 biller code 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 Bill Pay, 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.

### **3.10 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 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.

### **3.11 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 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.

### **3.12 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.

### **3.13 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 Bank Mail or by phoning the relevant number listed at the back of this booklet.

### **3.14 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.

### **3.15 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.

#### **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.

### **3.16 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 [anz.com/fiji](http://anz.com/fiji).

### **3.17 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;
  - (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.

### **3.18 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.

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.

### **3.19 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.

### **3.20 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 3.17 above.

### **3.21 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.

### **3.22 Changes to transactions made through electronic terminals**

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

### **3.23 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.

### **3.24 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).

### **3.25 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.

### **3.26 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.

### **3.27 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) 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 Australian 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.

## CUSTOMER ENQUIRIES

### **ANZ Contact Centre**

For enquiries about Home Loans, Residential Investment Property Loans, Personal Loans, and all Banking enquiries, call:

### **ANZ Contact Centre**

**Phone:** 132 411 local or  
+679 3213 000 if calling from overseas

Monday to Friday, 8am - 6pm  
(except on public holidays)

For enquiries about your existing Home Loans, Residential Property Investment Loans or Personal Loan, contact your nearest branch.

### **ANZ Internet Banking Support Centre**

**Phone:** 132 411 local or  
+679 3213 000 if calling from overseas

Monday to Friday, 8am - 6pm  
(except on public holidays)

### **ANZ Cards**

Lost or stolen cards, suspected unauthorised transactions or divulged passwords 679 – 331 6644 (24 hours a day)

## POSTAL ADDRESSES

### **ANZ House**

25 Victoria Parade  
Suva, Fiji

### **ANZ Cards**

ANZ Pacific Operations  
Private Mail Bag  
Suva, Fiji

### **ANZ Personal Banking**

Contact your nearest branch.

### **Personal Loans**

Contact your nearest branch.



