

# ANZ SAVINGS & TRANSACTION PRODUCTS

TERMS AND CONDITIONS  
EFFECTIVE 5 AUGUST 2024  
TONGA EDITION



## **ABOUT THIS BOOKLET**

You must read this booklet along with the 'ANZ Fees and Charges Customer Banking Services' brochure and the 'ANZ Electronic Banking Conditions' where applicable. Together they form your terms and conditions for the products and services listed on the next page.

If you require a copy of the 'ANZ Fees and Charges Customer Banking Services' brochure or the 'ANZ Electronic Banking Conditions', please call +676 20500.

## **HOW TO USE THIS BOOKLET**

Below you will see the list of products and services that the terms and conditions in this booklet 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 Customer Service Centre on +676 20500.

Details of how to contact us and hours of availability can be found on [anz.com/tonga](http://anz.com/tonga).

This booklet contains terms and conditions for the following products and services:

- Term Deposit Products
- Cheque Account
- Standing Orders
- Internet Banking
- BillPay
- Access Everyday Account
- Access Premium Account
- Pacific Savings Account
- Priority Cash Management Account
- Foreign Currency Account

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## INTRODUCTION

In these Terms and Conditions, 'we', 'us', 'our' and 'ANZ' refer to Australia and New Zealand Banking Group Limited.

### **Read your product terms and conditions**

You should read all relevant terms and conditions you have received and ask us about any issues that concern you.

If you have any questions or need more information about any ANZ account, ask at any ANZ branch, or enquire via Bank Mail if you're registered for ANZ Internet Banking, or call +676 20500.

Details of how to contact us and hours of availability can be found on [anz.com/tonga](http://anz.com/tonga).

## APPLYING THESE TERMS AND CONDITIONS

If you are opening a new account, these Terms and Conditions will apply immediately.

Other terms and conditions, including those implied by law, also apply. To the extent permitted by law, these Terms and Conditions shall prevail in the event of any inconsistency.

If the law implies terms and conditions which cannot be excluded, ANZ's liability under those implied terms and conditions will be limited to the maximum extent permitted by law.

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

## ACCEPTING THESE TERMS AND CONDITIONS

You are deemed to accept these Terms and Conditions on the earlier of the date on which you first use your account or the date on which you otherwise accept these Terms and Conditions in a manner advised by ANZ from time to time.

## DEFINITIONS

The following definitions apply unless otherwise stated:

**“account”** means an account to which these Terms and Conditions apply, being those listed on the front cover of this booklet, and include those which can be operated by an ANZ Card and PIN issued by ANZ where the account holder has nominated for use in this way.

**“account holder”** means the person or persons in whose name the account has been opened and who is responsible for the account under the relevant account signature mandate. If there is more than one account holder, then “account holder” means all of them and each of them individually.

**“ANZ”** means Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) and its transferees, successors and assigns.

**“ANZ Card”** means a card issued by ANZ to you which can be used to operate an account at an electronic terminal in Tonga.

**“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.

**“ANZ Internet Banking”** means banking services provided via the Internet and accessible at [anz.com/tonga](http://anz.com/tonga).

**“ANZ working day”** means any day from Monday to Friday on which ANZ is open for business in at least one of its branch locations in Tonga.

**“ATM”** means automated teller machine.

**“Bank Mail”** means the electronic messaging service that allows us to communicate with you by email within our secure Internet Banking system.

**“BillPay service”** means the electronic payments service through which ANZ can be asked to make payments on your behalf to billers.

**“CRN”** means the customer registration number issued by us to you.

**“Electronic Banking Conditions of Use”** means Section 3 of these Terms and Conditions.

**“electronic terminal”** means any terminal or device in which an ANZ Card and PIN issued by ANZ to you can be used and authorised by ANZ for such use. This includes:

- any of ANZ’s branch teller terminals;
- any of ANZ’s automatic teller machines;
- automatic teller machines (ATMs) of other selected banks and financial institutions;
- Point of Sale (POS) terminals;
- Electronic Funds Transfer at Point of Sale (EFTPOS) terminals;
- any other authorised terminal or device connected to ANZ’s electronic banking system from time to time.

**“law”** means any law, legislation, regulation, proclamation, ordinance, by-law, rule, instrument, official directive, ruling, circular, code of practice, code of conduct, prudential requirement or licensing requirement, in any country.

**“Local Transfer Processing Day”** means any day from Monday to Friday that is not a public holiday in Tonga.

**“merchant”** means a provider of goods or services who has an electronic terminal.

**“PIN”** means Personal Identification Number – that is, the code of numbers or letters issued with an ANZ Card by ANZ to operate an account through electronic terminals.

**“Telecode”** means the four to seven digit number issued to access ANZ Phone Banking.

**“Terms and Conditions”** means the Terms and Conditions contained in this booklet.

**“Username”** means the Customer registration number issued by us to you for ANZ Internet Banking.

**“writing”** means a physical document, and where it conveys an authority must be signed by you or your legally authorised representative.

**“you” or “your”** means as the context requires, the account holder or authorised operator and where applicable also means the account holder or authorised operator who has been issued with an ANZ Card by ANZ at the account holder’s request, to operate an account.



## **ERROR OR DISPUTE RESOLUTION PROCEDURE**

If you believe that an error has occurred in any transaction, the account holder should contact ANZ promptly on the telephone numbers listed at the back of this booklet or by visiting your nearest ANZ branch.

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

- your name, address, card number and account details;
- details of the transaction in question; and
- the amount of the suspected error or disputed transaction.

If you inform ANZ verbally, ANZ may require you to send the complaint or enquiry to ANZ in writing within 10 days.

## **NOTICES AND AGREEMENTS**

Unless ANZ agrees otherwise:

- all nominations made and notices given by you under or in relation to your account or these Terms and Conditions must be in writing and received by ANZ to be valid;
- any agreement between ANZ and you under or in relation to these Terms and Conditions must be in writing to be valid;
- any fax indemnity and email indemnity on terms acceptable to ANZ must be signed to be valid.

## SECTION 1: OPENING AN ANZ ACCOUNT

ANZ shall have the sole discretion as to the opening of any account.

### 1.1 Identification

Under Tonga law, we must verify the identity of all account holders, and anyone authorised to act for them. For us to do this, account holders and anyone authorised to act for them must satisfactorily meet ANZ's Customer Identification Process.

One of the documents provided must include your photograph and signature. If you want more information on the documents you can use as proof of your identity, please ask a member of staff at any ANZ branch. If you want to open an account and you have completed the identification process with ANZ previously, you will need to tell us the account number of your ANZ account and the name of the branch where identification was presented.

### 1.2 Tax income Number

Tonga Law requires that all accounts earning deposit interest in a tax year may be subject to Income Tax Act (2008) 2007 legislation. It is not compulsory for you to provide your TIN. However, if you choose not to do so, we must deduct withholding tax from the interest earned, unless you are in an exempt withholding tax category. If you are in an exempt category, you should tell us.

Withholding tax is calculated at the rate of 10% on all interest and deposit accounts. This is paid into the revenue department on a monthly basis automatically by ANZ on your behalf.

### 1.3 Government charges

All government charges, duties, taxes, levies or obligations whatsoever charged or falling due in connection with the operation of your account are debited from your account and shown on your account statement.

### 1.4 Joint accounts

Where your account is held jointly with one or more persons, the following shall apply:

- ANZ can provide account statements, notices, correspondence and other documents to any one of the account holders (whether by sending them by post,

or by collection from ANZ's branch, online through ANZ Internet Banking or otherwise under special agreement with ANZ);

- if ANZ provides an account statement, a notice, correspondence or any document to any one of the joint account holders, it will be considered to have been received by all account holders; and
- if an account holder dies, ANZ will treat the balance of the account as owned by the surviving account holder(s), unless ANZ is required or permitted to do otherwise by law.

### **1.5 Trust accounts**

Trust accounts can be opened on request in the following ways:

- where one or more persons opens an account in which they are named as trustee for another person(s). For example a trustee account held by parents for children;
- by trustees under a will; or
- by trustees for clubs and other organisations.

### **1.6 Term Deposit**

ANZ Term Deposits will be opened on the date of receipt of your written instruction to ANZ. ANZ Term Deposits shall have a minimum amount and minimum period which ANZ may change from time to time without prior notice.

For each ANZ Term Deposit placed with ANZ, a Term Deposit Certificate will be issued stating the principal amount deposited, maturity date, annual interest rate, interest payment frequency and interest payment method.

Unless ANZ receives written instruction from you two (2) ANZ working days upon the maturity of each ANZ Term Deposit period, the principal amount and interest earned for the ANZ Term Deposit period shall be successively rolled over for the same period at ANZ's prevailing interest rate.

## SECTION 2: USING AN ANZ ACCOUNT

### 2.1 Authority to use an account

At the time of opening your account, the account holder must nominate the person(s) who are authorised to operate the account. Except where expressly agreed otherwise by ANZ, ANZ can act at all times on the basis that the authorised operator or operators can act fully and effectively in all dealings, matters and transactions (including withdrawals) in respect of the account.

The account holder is liable to ANZ for all liability that is incurred as a result of operations on the account. If the account holder holds the account jointly with one or more other persons then each of you is jointly and severally liable to ANZ for all operations on the account.

If the account holder wishes to alter the account authorization instructions, then the account holder must notify ANZ in writing.

ANZ may refuse to open an account or accept a nomination if the account holder or any authorised operator do not comply with the law and ANZ's requirements for identification and verification of account holders and authorised operators.

### 2.2 Deposits

Unless stated otherwise, you may deposit amounts into your account in the following ways:

- by arranging to have your salary or other income (such as a government allowance or pension) paid direct to your account;
- in person at any ANZ branch, agency or selected EFTPOS merchants;
- at any ANZ ATM (cash machine) which accepts deposits, if you have an ANZ card for your account;
- by arranging an electronic credit via another financial institution;
- by transferring funds using ANZ Internet Banking; or
- at another bank (please note that the other bank may charge a fee for this service).

ANZ may accept for credit into your account (unless otherwise advised by ANZ), cheques, drafts, promissory notes, bills of exchange, postal money orders and any other instruments as ANZ may determine from time to time (Instruments).

All non-electronic deposits must be accompanied by a written instruction.

You must endorse and otherwise ensure that the required particulars are included on the Instrument and the written instruction prior to making a deposit with ANZ. ANZ is not bound to fill in any particulars which have been omitted by you, and shall not be liable for any incorrect deposits made as a result of your failure to check and complete all required particulars on the Instrument and/or the written instruction.

ANZ may refuse to accept any deposits to your account if ANZ is unable to satisfy itself as to the origin of funds. Any deposits refused by ANZ will be returned to the depositor or the remitting financial institution as determined by ANZ.

### **2.3 Currency**

With respect to accounts denominated in local currency:

- You may request withdrawals denominated in specific currencies, but ANZ reserves the right to make payment in the currency in which the relevant account was opened. Payments by ANZ may be made by cheque, credited to an account or as otherwise agreed.
- Every payment received for an account in a currency other than the currency in which the account is denominated may be converted by ANZ at such rate of exchange as it determines into the currency of the account for credit to such account and you shall bear the cost of such conversion.
- ANZ may execute currency exchange transactions on your behalf. Unless otherwise agreed, the exchange rate applicable shall be determined by ANZ.

With respect to foreign currency accounts, you acknowledge that the operation of such account and clearing of cheques will be subject to any relevant rules applicable to ANZ in respect of the foreign currency. All such foreign currency cheques and monetary instruments are accepted at the discretion of ANZ and are credited subject to being paid. ANZ shall have no obligation to either accept deposits or effect payments in cash in such foreign currency notwithstanding the fact that you may have such a foreign currency account. Any foreign exchange loss or other charges or expenses incurred by ANZ in making payments in foreign currency shall be borne by you.

In addition to the above, you agree, confirm and acknowledge that:

- Where any deposit is at any time at your request converted into another currency other than the currency of the original deposit, the value of the deposit credited into the account may diminish as a result of foreign exchange fluctuations.
- Any increase or decrease in the value of the deposits as a result of fluctuations in the exchange rate affecting such currency will be solely on your account and risk.
- You are fully aware of and understand the inherent risks in a foreign exchange transaction.
- You have not received and/or relied on any representation, warranty, undertaking or information from ANZ and/or any of ANZ's officers or employees in respect of such risks.

If the country of origin of any currency restricts the availability, credit or transfers of any funds in that currency, ANZ has no obligation to pay, from any account, such funds in that currency. ANZ may (but shall not be obliged to) discharge its obligations with respect to such funds by paying to you, at any time (if applicable, whether before or after maturity), such funds in any other currency at any exchange rate and in any manner as ANZ may determine in its absolute discretion. You agree that such payment shall constitute good, valid and complete discharge of ANZ's obligation to you with respect to such funds.

Proceeds of any cash withdrawal may be available in foreign currency notes only if such notes are available within ANZ and ANZ has sufficient foreign currency notes for the purposes of meeting cash withdrawals from accounts, having regard to all other requirements and businesses of ANZ.

## **2.4 Cheques**

Deposits other than cash, such as cheques and other paper Instruments will not be credited to your account until they are cleared. When you pay a cheque into an account, ANZ may in its discretion allow you to draw on the cheque before it has cleared.

## **What if your cheque is dishonoured?**

We will take the amount of the cheque from your account.

## **When might a cheque be dishonoured or payment refused?**

At ANZ's discretion, ANZ may dishonour or refuse payment of a cheque in various circumstances. This includes, but is not limited to the following:

- if there are insufficient funds in the account of the drawer;
- if the cheque is incorrectly completed or unsigned;
- if the cheque is more than 12 months old;
- if the cheque is future dated;
- if the cheque has been materially altered and the alteration has not been signed;
- if there is legal impediment to payment;
- if the cheque has been stopped;
- if the signature on the cheque does not match the specimen signature recorded in your account details with ANZ;
- ANZ suspects the cheque is forged;
- ANZ suspects you of being fraudulent or engaging in inappropriate behaviour; or
- the paying bank has been notified of the mental capacity, bankruptcy or death of the drawer.

## **What if a cheque or my cheque book is lost or stolen?**

You should keep your cheques and cheque book safe at all times.

If a cheque is lost or stolen, you must do the following:

- if a cheque made payable to you is lost or stolen, you must tell the person who wrote the cheque;
- if a cheque you have written is lost or stolen, you must ask us to stop the cheque and you must tell the person to whom the cheque is payable; and
- if your ANZ cheque book is lost or stolen, tell us to put a stop on the cheques in that cheque book. If you then find the cheques, you cannot use them until you have given us written authorisation.

If you don't notify us, as soon as possible, that your cheque book has been lost or stolen, you may be liable for transactions incurred by you before you notify us, even if they are made without your authority.

### **'Crossed' cheques**

A cheque with two parallel lines across it is a 'crossed cheque'. A crossed cheque must be paid into an account with a bank or other financial institution. It cannot be cashed.

### **'Not negotiable' cheques**

If the words 'not negotiable' are written between the two parallel lines on a crossed cheque, this protects the true owner of a cheque that is lost or stolen by making sure that the recipient of a cheque obtains no better rights to the cheque than the person who passed the cheque.

For example, if your cheque has been stolen and the thief passes it on to an innocent person, you will be able to recover the amount paid on your cheque from the innocent person (or the thief if they are found). This is because the thief had no right to the cheque and so passed no rights to it on to the innocent person.

### **'Account payee only'**

If you write these words on a cheque, you are directing the bank collecting the cheque to pay the cheque into the account of the person named on the cheque only.

### **'Or bearer' and 'or order'**

If the words 'or bearer' are on a cheque, a bank may pay the cheque to anyone who has it, not only the person it is made payable to. If you delete these words, the cheque becomes an 'or order' cheque. With an 'or order' cheque, if the payee wants to transfer it to another person, they must first sign the back of the cheque.



## **Cashing a cheque**

If you, as the drawer, want to cash a 'crossed' or 'not negotiable' cheque at your branch, always write 'Please pay cash' instead of a name at the top of the cheque, and sign in full underneath (do not just write your initials). You also need to sign in full in the space for your signature.

If you want to cash a cheque at another branch, you will need to provide two forms of identification:

- one form must be photo ID, such as your driver's license;
- one can be your ANZ card linked to your account.

## **Cheques made payable to someone else**

If you try to pay in or cash a cheque that is, or appears to be, made payable to, or belong to someone else, we may refuse to accept that cheque, refuse to cash that cheque or set some conditions that you must meet before we accept it.

## **Stopping a cheque**

Provided that a cheque has not been presented for payment, you may stop a cheque that you have written by telling ANZ the following:

- amount of the cheque;
- number and date of the cheque; and
- name of the payee.

If you have lost a cheque you received from someone else, notify that person so they may stop the cheque.

## **Tips for cheque security**

- don't leave gaps between words;
- when writing out the amount in words, start as close as possible to the left-hand side and write 'only' at the end of the amount;
- when writing out the amount in figures, start as close as possible to the dollar sign;
- never write out a cheque in pencil, or in ink that can be erased (rubbed out);
- do not sign a cheque until it is all filled out;
- always write the amount in words as well as figures; and
- check your bank statements regularly to make sure the amounts taken from your account agree with the amounts shown on the cheque book stubs.

## **Bank cheques**

Bank cheques are cheques instructing payment from the bank itself rather than from a customer's account. They are designed to provide an alternative to carrying large amounts of cash when personal cheques will not be accepted. Bank cheques are usually asked for because there is less chance of them not being honoured. However, bank cheques should not be considered to be an equivalent to cash.

As an ANZ account holder, you can buy a bank cheque for a fee. We can dishonour a bank cheque if:

- the bank cheque is forged or counterfeit;
- the bank cheque has been altered;
- fraud or another crime has been committed;
- we have been told that the bank cheque has been lost or stolen;
- there is a court order restraining us from paying a bank cheque;
- we have not received the fee or value for the bank cheque; or
- the bank cheque is presented by a person who is not entitled to the cheque proceeds.

If a bank cheque we have issued is lost or stolen, we will, in certain circumstances, provide a replacement cheque for a fee. We may also require you to sign an indemnity form.

### **2.5 Withdrawing or transferring money**

ANZ Term Deposits have specific terms and conditions for withdrawing or transferring money. ANZ Term Deposits may not be withdrawn in whole or in part before maturity unless otherwise agreed by ANZ, at its discretion and on such terms as ANZ may specify, including but not limited to the imposition of charges for early withdrawal. If ANZ agrees to the early withdrawal of an ANZ Term Deposit, ANZ shall have no obligation but may, at its discretion, pay interest for such periods and at such rates that ANZ determines, less any other charges ANZ may impose. The specific fees and charges are stated in the 'ANZ Fees and Charges Customer Banking Services' which is subject to change from time to time.

Unless noted otherwise, you may withdraw money from your account, as long as enough funds are available, in the following ways:

- over the counter at any ANZ branch;
- by electronic debit, for example standing order (unless you have an ANZ passbook account);
- by cheque, if you have a cheque book for your account;
- if you have an ANZ card linked to your account:
  - over the counter at an ANZ branch;
  - at an ATM which accepts the card; and
  - through an EFTPOS terminal.
- by ANZ Internet Banking;
- via non-ANZ ATMs; or
- by arranging an electronic debit, for example a recurring transaction or standing order to be paid directly from your account.

Please note, if you make a withdrawal or balance enquiry at a non-ANZ ATM within Tonga, the ATM operator may charge you a fee. These transactions do not count towards the number of free transactions you may be entitled to.

## **2.6 Stopping or altering payments for Standing Orders**

A Standing Order is a debit from your ANZ account, which you instruct ANZ to make to the account of another person or business or to yourself between ANZ accounts in your name.

If the Standing Order facilities are available to your account, you can:

- arrange for a Standing Order to be stopped if you notify ANZ in writing before the payment is made;
- arrange for payment of a Standing Order to be altered if you notify ANZ in writing at least two (2) ANZ working days before the payment is made; or
- cancel a Standing Order facility at any time by notifying ANZ in writing.

## **Speed is important**

You may notify us of your request to stop a Standing Order by phoning +676 20500 or by visiting an ANZ branch. If you phone us, we may ask you to also send us written confirmation of your instruction to stop the Standing Order.

### **2.7 Processing withdrawals and deposits**

Generally, any withdrawal, deposit or transfer made on your ANZ account will be processed to your account on the same day provided that it is made before:

- 4pm Monday to Friday (excluding public holidays).

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

Cash deposits at ANZ ATMs may take one (1) ANZ working day to clear. Cheques paid in at ANZ ATMs may take two (2) to three (3) ANZ working days to clear.

If a Standing Order is due to be paid on, or on the day after a non ANZ working day, the payment will be made on the preceding ANZ working day, unless the payment falls on the first day of the month, or unless you ask us to make the payment on a different date.

If you make a deposit at another bank or financial institution, there may be a delay of several days before that amount is shown in your account.

### **2.8 Payment procedures and insufficient funds**

ANZ reserves the right to pay transactions presented for payment in any order that ANZ chooses. Where the transactions presented for payment exceeds the funds available for payment in the account, ANZ has discretion as to whether or not it will pay the funds. ANZ will not partially pay a payment.

## **2.9 Changes to fees, charges, interest rates and these Terms and Conditions**

You agree that:

- ANZ may in its discretion at any time amend these Terms and Conditions, the fees and charges and the interest rates applicable to your account; and
- any amendment of these Terms and Conditions, the fees and charges and/or the interest rates applicable to your account, will apply immediately after you receive, or are deemed under these Terms and Conditions to have received notice of them.

You agree that to the extent permitted by law, ANZ may notify you of changes to your account, fees, charges, interest rates or these Terms and Conditions by notice displayed:

- in any of ANZ's branches; or
- by advertisement in major daily or national newspapers.

You will be deemed to have received the notice immediately after any such display or advertisement.

## **2.10 Amounts owing**

You agree that ANZ may debit directly from your account any amount that you owe to ANZ, including but not limited to, interest, discount rates and other expenses.

## **2.11 Interest**

ANZ shall pay interest on the account in accordance with its prevailing rates and in accordance with its standard procedures from time to time. You can get details of current interest rates applicable to your account:

- at any ANZ branch; or

ANZ Term Deposits have specific terms relating to interest as stated in your Term Deposit Certificate.

## **2.12 Working out the interest we pay**

We will work out interest on the balance of your account at the end of each day. We will work out the daily interest at a rate equal to the annual rate divided by the number of days in that year (usually 365, but 366 in a leap year).

Some accounts have tiered rates of interest, and others have banded rates of interest.

- a tiered rate means you will earn different rates of interest depending on the balance of your account. If your account balance is above a certain level, we will pay a higher rate of interest on the whole balance;
- a banded rate of interest means that different rates of interest apply to different parts of your account balance. For example, the interest we pay on the part of your balance between TOP10,000 and TOP20,000 may be different from the interest we pay on the first TOP9,999 of the balance.

ANZ Term Deposit interest will be calculated based on the deposit amount, interest rate and term deposit period as indicated on your Term Deposit Certificate. The interest will be calculated at the annual interest rate divided by the number of days in that year (usually 365, but 366 in a leap year). For ANZ Term Deposits withdrawn early, payment of interest (if any) will be at the discretion of ANZ and will be calculated based on the interest rate determined by ANZ.

### **2.13 Providing credit**

In the absence of any express agreement between ANZ and yourself to provide credit in respect of your ANZ account (for example through an overdraft facility), and you request a withdrawal or payment from your account which would overdraw your account, ANZ may, in its discretion, allow the withdrawal or payment to be made on the following terms:

- interest will be calculated daily on the overdrawn amount and charged to your ANZ account on the last business day of each month at the overdrawn account interest rate applicable and determined by ANZ at the time in which you overdraw your account;
- an unarranged overdraft fee may be charged for ANZ agreeing to honour the transaction which resulted in the overdrawn amount;
- the overdrawn amount, any interest on that amount and the unarranged overdraft fee will be debited to your account; and
- you must repay the overdrawn amount and pay any accrued interest on that amount and the unarranged overdraft fee upon demand by ANZ.

## 2.14 Statements and Notices

Account statements will be available for all accounts except for ANZ Term Deposits. Account statements for ANZ Term Deposits will only be available at the end of the term.

Statements can be issued by ANZ to you on a daily, fortnightly or monthly basis as elected by you.

In the event that you have not elected or requested a frequent statement, you can request your statement any time during business working hours at any ANZ branch. Please note that ANZ will not be posting out statements unless you have made special arrangement with ANZ to send your statements via post.

ANZ will post account statements to you at the address that you have nominated unless you have elected to receive your statements online through ANZ Internet Banking, or entered into a special agreement with ANZ for collection of them from ANZ's branch, or to be sent by facsimile or email at the facsimile number or email address that you have nominated.

You agree that any statements issued by ANZ to you other than for regular account statements, such as multiple statements, duplicate copies of statements, instant statement or prior statements or otherwise are subject to a printing fee.

For all other correspondences, notices and other documents which ANZ must inform you in writing, ANZ will, at its own discretion, mail, fax or email them to you at the address, facsimile number or email address that you have advised ANZ at the account opening process.

You will be deemed to have received the account statements and other correspondences from ANZ:

- in the case of delivery by post, on the date two (2) business days after posting;
- in the case of facsimile, on the day of dispatch;
- in the case of email, on the day of dispatch; and
- in the case of an email or a message via Bank Mail or an electronic statement, on the day of dispatch or posting.

If you think there are mistakes or unauthorised or disputed withdrawals or payments shown on your statement, contact us immediately. Details of our dispute resolution procedures are set out in section 2.18.

## **2.15 Privacy and confidentiality**

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 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 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.

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

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



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

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

## **2.16 Inactive accounts**

**Dormant Account:** If your account has a credit balance and you have not operated your account for six (6) months, your account will be deemed by ANZ as a dormant account.

**Unclaimed Monies:** If your account has a credit balance and you do not operate your account for 7 years and your money has not been claimed by you or your legal representative within that period, ANZ is required by law to send your money to the Government to the credit of the Unclaimed Money Fund which is kept under the National Reserve Bank of Tonga. You also authorise us to otherwise deal with such unclaimed monies as required by law.

## **2.17 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. ANZ will correct any incorrect entry which is made in your account as a result of a disruption and will adjust any fees or charges which have been applied as a result of that incorrect entry.

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.

This disclaimer is in addition to, and does not restrict, any other provisions contained in these Terms and Conditions which limit ANZ's liability.

## **2.18 Solving problems**

### **Step 1 Customer Service area**

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

### **Step 2 ANZ's Customer Advocate officer**

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

### **Contact details:**

Mail: Customer Advocate Officer  
PO Box 910 Nuku'alofa  
Kingdom of Tonga  
Call our Customer advocate on: +676 20500  
Email: ANZTonga@anz.com

## **2.19 Indemnity**

Each account holder and person authorised by an account holder, discharges and indemnifies us from and against all actions, proceedings, accounts, claims, demands, losses and damages arising from or in any way relating to us in good faith:

- 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, an authorised user or an authorised third party signatory or, in the case of joint account holders, by any of them; and
- 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).

## **2.20 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 these Terms and Conditions. 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.

## **2.21 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 account. You will indemnify ANZ against any loss ANZ suffers or cost ANZ incurs as a result of such deduction or withholding.

## **2.22 Supplemental terms and conditions relating to Renminbi accounts and services**

### **Renminbi currency risk**

- (1) Renminbi ("RMB") is subject to exchange rate risk and is currently not freely convertible. Fluctuations in exchange rates could adversely impact the amount of interest earned (if any) on RMB accounts. Provision of Renminbi conversion and other services through or by banks in Tonga is subject to the relevant regulatory and other policy requirements and restrictions applicable to Renminbi related activities and services (as may be changed from time to time). Any withdrawal from a Renminbi account (unless transferred to another Renminbi account) shall be by way of foreign exchange conversion into local currency (or such other currency as agreed to by ANZ) at ANZ's prevailing exchange rate. If any conversion of currency takes place, the returns on the Renminbi account would depend on the prevailing exchange rate.

- (2) ANZ may, at your request, agree to provide Renminbi services to you on such terms and to such extent as ANZ may decide from time to time. The provisions of this clause 2.22 (“Supplemental Terms”) shall apply to such services. For the purposes of these Supplemental Terms “RMB” means Renminbi that is traded offshore and governed by the rules and regulations imposed by the Hong Kong Monetary Authority (“HKMA”).
- (3) In opening an RMB account with ANZ, you agree to be bound by the Terms and Conditions including these Supplemental Terms (the Terms and Conditions and the Supplemental Terms are collectively the “RMB Terms and Conditions”). If there is any inconsistency between the Terms and Conditions and the Supplemental Terms, the Supplemental Terms shall prevail to the extent of such inconsistency.
- (4) All RMB services agreed to be provided by ANZ to you (including but not limited to RMB exchange and remittance services) and the operation of any RMB denominated account are subject to:
  - (a) the RMB Terms and Conditions, and any other specific terms and conditions governing the relevant RMB accounts or services (as amended from time to time);
  - (b) the applicable laws, rules, regulations, policies and guidelines issued or imposed by any regulatory authority, government agency, clearing or settlement bank or agent, or professional body governing RMB related activities and services from time to time (“Applicable Provisions”); and
  - (c) the internal policy of ANZ at the material time.
- (5) Without limiting the provisions of subsection (4) and in connection with any transactions denominated in RMB cleared or settled through the RMB clearing and settlement system established in Hong Kong you acknowledge and agree that the operation of the RMB clearing and settlement system will be subject to:
  - (a) any agreement for clearing and settlement of RMB in Hong Kong entered into between ANZ and any clearing bank or agent as amended from time to time (“Settlement Agreement”);

- (b) the Renminbi Clearing House Rules; and
  - (c) the Renminbi Operating Procedures, (collectively the "Settlement Rules and Regulations"), as the same may be modified from time to time.
- (6) You acknowledge and agree that, if there is any inconsistency between the RMB Terms and Conditions, any internal policy of ANZ, the Applicable Provisions and the provisions of the Settlement Rules and Regulations, the order of priority for the purpose of construction is as follows:
- (a) the Settlement Rules and Regulations;
  - (b) the Applicable Provisions;
  - (c) the RMB Terms and Conditions; and
  - (d) any internal policy of ANZ.
- (7) You acknowledge and agree that, without prejudice to sub-section (6), the HKMA shall not owe any duty or incur any liability to you in respect of any claim, loss, damage or expense (even if the HKMA knew or ought reasonably to have known of your existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:
- (a) anything done or omitted to be done by the HKMA bona fide or by the settlement institution of the RMB clearing and settlement system, Hong Kong Interbank Clearing Limited, any Member (as defined in the Renminbi Clearing House Rules) or any other person in the management, operation or use of the Clearing House (as defined in the Renminbi Clearing House Rules) or the Clearing Facilities (as defined in the Renminbi Clearing House Rules) or any part of them; and/or
  - (b) by the giving of any consent, notice, advice or approval in relation or pursuant to the Renminbi Clearing House Rules and the Renminbi Operating Procedures referred to therein (as the same may be modified from time to time).
- (8) The RMB Terms and Conditions and information (including fees and charges) applicable to your RMB account and services may be determined and amended by ANZ from time to time and are at all times subject the Applicable Provisions and the Settlement Rules and Regulations (as amended from time to time).

- (9) You acknowledge and agree that ANZ is entitled to:
- revise, vary or amend the RMB Terms and Conditions or introduce additional terms and conditions applicable to your RMB account and services in accordance with the notification methods prescribed in the Terms and Conditions in relation to additional terms and amendments;
  - terminate or cancel any RMB account or services you hold with ANZ and/or transfer or convert any amount in your RMB account if ANZ determines in its discretion that you do not, or have not, fulfilled and complied with the Applicable Provisions, the Settlement Rules and Regulations and the RMB Terms and Conditions applicable to RMB accounts and services (as amended from time to time), without prior notice to you; and
  - at its discretion, close any RMB account that you hold with ANZ and either issue a bank cheque in local currency (or such other currency as determined by ANZ) at ANZ's prevailing exchange rate of the outstanding balance or transfer the remaining balance to another of your accounts with ANZ without prior notice if a breach of the RMB Terms and Conditions has occurred, or with at least 7 days prior notice (or such shorter notice as ANZ may determine in its discretion) to you if breach of the RMB Terms and Conditions has not occurred;
  - (but is not obliged) reject to process or execute any transaction instructions which may, in ANZ's opinion, constitutes a breach of any Applicable Provisions or other laws or regulations; and
  - to be fully authorised (but not obliged) to reject any of your deposit/exchange/remittance or other transaction instructions if such transaction is, in ANZ's opinion, in violation of the Applicable Provisions or the ANZ's internal policies.

ANZ shall not be liable for any losses or other consequences arising from or suffered by you as a result of any action taken by ANZ under this provision and is, unless otherwise specified, under no obligation to inform you prior to taking any such action.

- (10) You acknowledge and agree that ANZ is entitled to report and disclose all and any transactions and information relating to you, your RMB account and/or services to the relevant regulatory authorities, government agencies, clearing or settlement banks or agents, professional bodies as may be required by the Settlement Rules and Regulations or the Applicable Provisions without prior notice to you.
- (11) ANZ may from time to time refuse or terminate the provision of any Services relating to your RMB account to you (including without limitation to decline any withdrawal or deposit in cash of any amount from or to any of your RMB accounts, the remittance of RMB or the exchange of RMB into or from other currencies) without giving any reasons, and without notice if a breach of these RMB Terms and Conditions has occurred, or with at least 7 days' prior notice (or such shorter notice as the Bank may determine in its discretion) to you if breach of these RMB Terms and Conditions has not occurred.
- (12) All RMB services (including but not limited to exchange and remittance services) are subject to the maximum amount per customer per day, or the maximum amount per transaction requirements imposed by ANZ from time to time in compliance with the Settlement Rules and Regulations (if applicable), the Applicable Provisions and the RMB Terms and Conditions (as the same may be modified or amended from time to time).

### **RMB savings and term deposits**

- (13) You understand and agree that in order to open and maintain a savings account or an ANZ Term Deposit in RMB you must have a local currency account (or such other account as may be agreed to by ANZ) with ANZ. Deposits into or withdrawals from your RMB savings account or RMB ANZ Term Deposit can only be made by funds transfer between your RMB savings account or RMB ANZ Term Deposit and your local currency account. Any such deposits or withdrawals will be converted at ANZ's prevailing exchange rate. The exchange rate may be the spot rate.



- (14) Where ANZ is unable to provide a firm exchange rate quotation, ANZ shall effect the transaction on the basis of a provisional exchange rate which shall be subject to adjustment when the actual exchange rate is ascertained and any resultant difference shall be debited/credited (as the case may be) to you through your local currency account or any account you have with ANZ or by such other means as determined by ANZ.
- (15) Deposit placement into any RMB account shall be valued and effected on or around 2 Business Days after the date the placement instruction is received by ANZ or such other date as determined by ANZ from time to time. For withdrawal from any RMB ANZ Term Deposit prior to maturity date, proceeds of the ANZ RMB Term Deposit shall be valued and released on or around 2 Business Days after the date the withdrawal instruction is received by ANZ or such other date as determined by ANZ from time to time. Any change of maturity instructions must be received by ANZ at least 2 Business Days before the maturity date, failing which ANZ shall not be obliged to act upon such change. For the purposes of this clause 15, "Business Day" means any day on which banks in China, Hong Kong and Tonga are open for business and excludes Saturdays, Sundays and gazetted public holidays.
- (16) Interest (if any) is payable on the credit balance on your RMB account at such rate as determined by ANZ from time to time.
- (17) ANZ may from time to time set restrictions applicable to RMB accounts and related transactions, including without limitation the setting of a cap for each transaction or account for a local (or other currency as determined by ANZ) currency deposit.
- (18) No overdrawing is permitted and no overdraft will be granted.
- (19) All inward remittances accepted by ANZ for crediting to an account are subject to final payment and confirmation from ANZ. ANZ is not required to remit funds until they have been cleared.

- (20) ANZ may from time to time determine the maximum amount acceptable to ANZ for credit to RMB accounts per day. The amount of the credit balance in the RMB account at the cut-off time (as designated by ANZ from time to time) on each day shall be subject to a maximum amount as may be specified by ANZ from time to time. ANZ is authorised to transfer any excess amount in your RMB account to any other permitted accounts maintained by you with ANZ at any time without prior notice to you.
- (21) ANZ may provide advice to you in relation to the RMB accounts and services. Notwithstanding this, you acknowledge and agree that all decisions with respect to entering into any transaction under the RMB Terms and Conditions are yours. Any such transactions entered into by you shall be in reliance upon only your own judgement and not in reliance of any representations, suggestions, recommendations or information (whether written or oral) by ANZ or any of its employees or agents or any research produced by ANZ or its affiliates. ANZ is not responsible or liable for any losses which you may incur or suffer as a result of, in connection with, or arising from any transaction or service under the RMB Terms and Conditions, or information on investments or markets (such as research reports, market trends, investment analysis or commentary) provided to you in connection with such transactions or services.

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

### **3.1 Electronic Banking 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 funds that are made available through electronic transactions, over any specific period of time for transactions that require the use of an ANZ Card and PIN.

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 in the final section of this booklet.

By default, your ATM daily limit is TOP\$2,000 per ANZ Card. This means that you can use your ANZ Access Card to withdraw a total of TOP\$2,000 per day from the account(s) to which it is linked, provided your ANZ account(s) contain sufficient funds.

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

### **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 these Terms and Conditions. You can also use ANZ Internet Banking to buy and order a range of financial services and products. You can get more details by visiting the website at [anz.com/tonga](http://anz.com/tonga).

### **3.4 Access to and use of Local transfer and international Services**

#### **(a) Obtaining Local Transfer**

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/tonga](http://anz.com/tonga) when you apply.

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

If you require your password for local transfer for Internet Banking to be reset or reissued we may reduce your current daily local transfer limit for Internet Banking. You will need to re-apply if you wish to reinstate that limit. Please allow sufficient time for the change to be made before you attempt to use the higher daily transfer limit. You can apply to increase or decrease your daily transfer limit for Internet Banking through ANZ Internet Banking.

### **(b) Obtaining international Services**

You can apply for international services after you have been granted local transfer access.

The total of all local transfer and international services transfers (converted into TOP) on any day cannot exceed your local transfer daily transaction limits.

### **3.5 Access levels for 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 or Bank Mail to us, or phoning us on the relevant number listed at the back of this booklet.

We may require written confirmation. We may take several days to process this change.

All authorised users can use ANZ Internet Banking to change their own profile, select and change their own password.

### **3.6 Processing instructions – general**

The account holder authorises us to act on the instructions you enter into electronic terminals. 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 we have instructions for more than one payment from your

account(s), we 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 us and to the merchant (if applicable) as soon as possible. You can make your report to us by calling ANZ. See 'Customer Enquiries' section for contact details or refer to [anz.com/tonga](http://anz.com/tonga).

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 we receive, 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.

We are not liable for the refusal of any merchant to accept an electronic transaction and, to the extent permitted by law, we are 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;
- 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 transfers, local transfers or BillPay instructions can only be revoked or changed if instructions to delete the transaction are given to us through ANZ Internet Banking before 4:00pm Tongan time on the ANZ working day before the transaction is scheduled to occur. After this time, the instruction cannot be revoked.

### **3.7 Processing date**

Generally, any transactions made at ANZ ATMs and ATMs at other selected banks and financial institutions or EFTPOS transactions will be processed to your account on the same day provided they are made before:

- 4pm Monday to Friday (excluding public holidays).

Transactions made after these cut-off times may be processed on the following ANZ working day.

### **3.8 Processing instructions - ANZ Internet Banking**

Any ANZ Internet Banking transactions will generally be processed to your account on the same day we receive your instructions, if given before 4pm Tongan time on an ANZ working day. Any transaction made after this time may be processed on the following ANZ working day.

Account information accessed using 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 standing orders processed by us that day.

### **3.9 Processing instructions - local transfers and international services**

We will generally process local transfer instructions:

- for immediate local transfers, on the day the instruction is given, if we receive the instruction before 4.30pm Tongan time on any ANZ working Day;
- for immediate international transfers, on the day the instruction is given, if we receive the instruction before 4pm Tongan time on an ANZ working day; or
- for future dated transfers, on the relevant future day you select if it is a Local Transfer Processing Day (or if it is not, on the Local Transfer Processing Day after that day).

Instructions you give will be delivered to the payee's financial institution on the day that we process 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.

### **3.10 Processing instructions - BillPay service**

BillPay is an electronic payments scheme set up from two of our electronic channels, our ATMs and our Internet Banking services, for both Business and Personal Accounts. BillPay Services allow customers to make payments from their Internet Banking using their value registered User ID and through our ATMs using their registered local debit card. All BillPay Service payments will directly credit the biller's account and directly debit the customer's account.

You must comply with the Terms and Conditions for our Internet Banking services and our Access Card services to have full access to our BillPay Services from these channels. Limits apply to your use of BillPay Services on both ATMs and Internet Banking per transaction and daily limit (per User ID) basis.

BillPay Services are strictly for our local business customers as a payment option for their business, and these businesses must meet our bill payment services terms and conditions to successfully register as a biller.

Subject to the processing instructions conditions set out above:

- any BillPay through online will impact immediately when submitted, where your account will be debited and the biller account will be credited immediately;
- if your payment submitted during the weekend, your payment may not be effective immediately, and your payment may not be available until our Internet Banking interface is online which should be around 2am Monday morning;

- BillPay through our ATMs must confirm immediately where your account will be debited and the biller account will be credited immediately; and
- Billpay over the weekend from our ATMs may not happen immediately.

A delay may occur in processing an electronic BillPay where:

- there is a public or bank holiday on the day after you make your BillPay; 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 BillPay.

While it is expected that any such delay will not continue for more than one ANZ 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.

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.



### **3.11 Card validity and expiry**

Your card remains our property at all times.

The ANZ 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 ANZ card expires, destroy it by cutting it (including any 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.

### **3.12 Lost or stolen cards, Password or PIN**

If you report that an ANZ card has been lost or stolen, the card will be cancelled as soon as the report is made. You must not use the ANZ card once the report is made. If you recover the lost or stolen ANZ 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 or User ID is disclosed or used without your authority, or lost. You must not then continue to use your password, username, PIN or User ID. We will cancel it and arrange for you to select a new username, password, PIN or Telecode, or to be provided with a new User ID.

You can make your report to us by calling ANZ.

See 'Customer Enquiries' section for contact details or refer to [anz.com/tonga](http://anz.com/tonga).

The best way to make the report is to phone us on the numbers listed at the back of this booklet.

If our telephone reporting service is unavailable, you must report the loss, theft or misuse to any ANZ branch.

### **3.13 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 Tonga.

### **3.14 Cancellation of cards or electronic access**

We may cancel any ANZ card, User ID or electronic access:

- without prior notice if:
- we believe that use of the card or electronic access may cause loss to the account holder or to us;
- 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.

We may also at any time suspend your right to participate in the 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 numbers listed on the back of this booklet.

You can request us 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.

### **3.15 Withdrawal of electronic access**

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

- electronic equipment malfunctions or is otherwise unavailable for use;
- a merchant refuses to accept your ANZ Card;
- any one of the accounts is overdrawn or will become overdrawn, 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; 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 electronic terminals.

### **3.16 Your responsibility regarding your ANZ Card and Password and PIN**

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

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

#### **Password and PIN**

You must not:

- disclose your password or PIN to any other person;
- allow any other person to see you entering, or overhear you providing, your password or PIN;
- record your password or PIN on your card or on an 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 or PIN 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.

## **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; and
- take reasonable steps to protect your ANZ Card from loss or theft.

To assist you, we publish security guidelines. A copy of the current guidelines is available at [anz.com/tonga](http://anz.com/tonga).

### **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 for any unauthorised transactions will depend on whether they have been responsible in any way for the unauthorised use of their ANZ Card or PIN.

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

- through your fraud;
- by voluntarily disclosing your PIN to anyone, including a family member or friend;
- by keeping a record of your PIN on your ANZ Card (even in a disguised form) on your card, any article carried with the ANZ Card or which may be lost or stolen at the same time as the ANZ Card;
- by using your birth date or an alphabetic code which is recognisable part of your name as a PIN; or
- by otherwise acting with extreme carelessness in failing to protect the security of your PIN.

Then the account holder will be liable for the actual losses which occur before ANZ is notified that your ANZ Card has been misused, lost or stolen, or that your PIN has become known to someone else.

If, after you become aware of the loss, theft, breach or misuse of your PIN 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.

If it is not clear whether you have contributed to the loss caused by an unauthorised transaction and where an ANZ Card or PIN was required to perform the unauthorised transaction, the account holder is liable for the actual loss at the time ANZ is notified of the loss, theft or unauthorised use of the ANZ Card or that the security of the PIN has been breached.

#### **(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 PIN has been breached; or
- result from an unauthorised transaction if it is clear that you have not contributed to the losses.

### **3.18 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.

### **3.19 Liability under BillPay**

#### **(a) General**

You should note that:

- if you advise us that a BillPay made from a linked account is unauthorised, you should first give us your written consent to obtain from the biller information about your account with that biller or the BillPay payment, (including your User ID) as we reasonably require to investigate the BillPay. This should be addressed to the biller who received the BillPay. If you do not do this, the biller may not be permitted by law to disclose to us the information we need to investigate or rectify that BillPay payment;
- if you discover that the amount you instructed us to pay was less than the amount you needed to pay, you can make another BillPay for the shortfall. If you cannot make another BillPay for the shortfall because the shortfall amount is less than the minimum amount the biller will accept, you can ask us to arrange for a reversal of the initial payment. You can make a second payment for the correct amount. If you discover that the amount you instructed us to pay was more than the amount you needed to pay, you can ask us to request a reversal of the initial payment from the biller on your behalf, and if this occurs, you can make a second payment for the correct amount.

## **(b) ANZ's liability**

Where you use your account for personal purposes, our liability under the BillPay Service is as set out under 'Unauthorised transactions'.

Where you use your account for business purposes, we will not be liable to you under the BillPay Service except in the circumstances set out in this clause.

### **BillPay payments**

Except where a BillPay payment is an unauthorised payment, a fraudulent payment or a mistaken payment, BillPay payments are irrevocable. No refunds will be provided through the 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.

### **Unauthorised payments**

If a BillPay is made in accordance with a payment direction, which appeared to us to be from you or on your behalf, but which you did not in fact authorise, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that payment if:

- (i) we cannot recover the amount from the person who received it within 20 ANZ working days of us attempting to do so; and
- (ii) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures.

### **(a) Fraudulent payments**

If a BillPay is induced by the fraud of a person involved in the BillPay Service, then that person should refund you the amount of the fraud-induced payment.

However, if that person does not refund you that amount, you must bear the loss unless some other person involved in the BillPay Service knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

### **(b) Mistaken payments**

If you discover that a BillPay has been made to a person, or for an amount, which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 ANZ working days of us attempting to do so, you must pay that amount to us.

You acknowledge that the receipt by a biller of a mistaken or erroneous payment does not or will not, under any circumstances, constitute part or whole satisfaction of any underlying debt owed between you and that biller.

### **(c) Consequential loss**

We are not liable for any consequential loss or damage you suffer as a result of using the BillPay Service, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

### **(d) Indemnity**

To the extent permitted by law, you indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- (i) did not observe your obligations under; or
- (ii) acted negligently or fraudulently in connection with these Terms and Conditions.

## **3.20 Changes to the Electronic Banking Conditions of Use**

We can change these Electronic Banking Conditions of Use at any time. We will give you 20 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.



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

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

### **3.22 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.

### **3.23 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).

### **3.24 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.

### **3.25 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 deposit or withdraw cash using the EFTPOS terminal.

### **3.26 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.

When you use your ANZ MasterCard card, you can usually choose (in Tonga) to withdraw funds from either your linked savings or cheque account.

If you have both a savings account and a cheque account linked to your card, when you press 'debit', the ATM will automatically make the withdrawal from your linked savings 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, overseas transaction fees and ATM operator 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 Tongan pa'anga.
- Transactions in other currencies will first be converted into United States dollars and then converted to Tongan Pa'anga. 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.

## **SECTION 4: OTHER THINGS YOU NEED TO KNOW**

### **4.1 Change of name and address**

You should notify ANZ promptly in writing of any changes to your account details. ANZ will not be responsible for any errors or losses associated with account changes where ANZ has not received prior notice.

### **4.2 Our right to combine accounts and block access**

We reserve the right to block access to your account. We can combine the balances of two or more of your accounts, without giving you notice, even if the accounts are at different branches or in joint names. We may do this if one of your accounts is overdrawn or is in debit and another is in credit. We can then use the balance of the account that is in credit to repay the overdrawn amount in the other account. If we combine any of your accounts we will tell you about this as quickly as possible. We do not need to notify you in advance. You should not treat your accounts as combined unless we have agreed to such an arrangement.

### **4.3 Closing your ANZ account**

You or any other authorised person can close your account at any time upon request at any ANZ branch.

ANZ will pay you the credit balance plus deposit interest if any, less any accrued account fees and Government charges and fees applicable at the closing date (net credit balance). Monthly fees will apply even if the account has been open for only part of a calendar month. Any uncleared funds will not be released until they are cleared.

Any unused passbooks, cheque books, or ANZ Cards which solely operate the account must be returned to ANZ upon closure of your account. An account with cheque access may only be closed once all outstanding cheques have been presented. ANZ reserves the right to return any cheques presented for payment after the account has been closed.

If your account has either a nil or debit balance, and there have been no transactions (except for Government charges and fees) on the account for more than 30 days, then ANZ may close your account without giving you prior notice.

ANZ may exercise its discretion to close an account due to unsatisfactory conduct, where the balance falls below any required ongoing minimum balance, where you fail to provide us with any information we may request under these Terms and Conditions, where required by law, a regulatory body, revenue authority or government agency (whether local or foreign), or for any other reason it considers appropriate. In this event, ANZ will notify you in writing at the address shown on its records and will forward a bank cheque for the net credit balance of the account.

## SECTION 5: BANK FEES AND CHARGES

All accounts are subject to specific account related fees and charges. Other general fees and charges may also apply to your account for other services or account activity.

Please refer to the 'ANZ Fees and Charges Customer Banking Services' as amended from time to time. You agree to pay the fees and charges and also agree that ANZ may debit these fees and charges directly from your account.

If ANZ fails to collect a fee to which it is entitled, ANZ has not waived its right to collect the fee for future transactions of the same nature.

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

Fee name	Description of the fee	How the fee is charged (unless otherwise agreed)
Monthly account fee	We may charge a fee each month to manage and maintain an account.	<p>The monthly account fee will be charged to an account on the last ANZ working day of the month or when your account is closed.</p> <p>If you change the account you have, we'll automatically change the monthly account fee to the fee for your new account type.</p> <p>The new monthly account fee will apply for the full month in which you change your account.</p>

Fee name	Description of the fee	How the fee is charged (unless otherwise agreed)
ATM withdrawal fee	<p>We charge a fee for withdrawing cash from an ANZ ATM.</p> <p>Other banks or financial institutions may charge a fee for using a non-ANZ ATM.</p>	The fee will be charged to the account you withdrew cash from at the time of the withdrawal.
Staff assisted transaction fee	<p>We charge a fee for each transaction you ask our staff to assist you with, including at a branch, by phone, or online.</p> <p>This includes:</p> <ul style="list-style-type: none"> <li>• over the counter cash withdrawals</li> <li>• transfers to ANZ bank accounts</li> <li>• transfers to non-ANZ bank accounts</li> </ul> <p>Cash deposits are not included.</p> <p>The cash handling fee may also be charged for cash withdrawals.</p>	The fee will be charged to the account used for the transaction at the time of the request.

Fee name	Description of the fee	How the fee is charged (unless otherwise agreed)
Cash handling fee	<p>We may charge a fee on the cash deposited into or withdrawn from an account. The fee is calculated as a percentage of the cash deposited or withdrawn.</p> <p>The staff assisted transaction fee also applies to over the counter cash withdrawals.</p>	The fee will be charged to the account where the cash was deposited or withdrawn at the time of the transaction.
Deposit book fee	We charge this fee when you order a deposit book for use with your account.	The fee will be charged to the relevant account at the time of the request.
Cheque book fee	<p>We charge this fee when you order a cheque book for use with your account. The fee amount may vary according to the size of the book.</p>	The fee will be charged to the cheque account at the time of the request.
Bank cheque fee	<p>We charge a fee each time you request a bank cheque service, including;</p> <ul style="list-style-type: none"> <li>• issuing a bank cheque</li> <li>• replacing an unused bank cheque</li> <li>• repurchasing an unused bank cheque</li> </ul>	The fee will be charged to your ANZ transactional account when the bank cheque is issued, replaced or repurchased.

Fee name	Description of the fee	How the fee is charged (unless otherwise agreed)
Search fee	<p>We charge a fee when you request a copy of a deposit slip, cheque, or other similar document.</p> <p>The fee is charged even if we cannot find the document.</p>	The fee will be charged to your ANZ transactional account when you make the request.
Unarranged overdraft fee	<p>We may charge a fee when you don't have enough money in your account, including any agreed overdraft limit, and we choose to let you make a withdrawal or payment.</p> <p>This fee is charged in addition to interest on the overdrawn amount.</p>	The fee will be charged to your account at the end of the ANZ working day; provided that the end of ANZ working day account balance (excluding fees, charges and interest) is more overdrawn than the previous end of ANZ working day's account balance (including fees, charges and interest).
Card replacement fee	We may charge a fee when you request a replacement card. You will not be charged a fee if your existing card is faulty or expired.	The fee will be charged to the account the card is linked to when you make the request.



Fee name	Description of the fee	How the fee is charged (unless otherwise agreed)
Cross border transaction fee	We charge a fee when you use your Visa debit card to make a purchase overseas, with an overseas merchant, or in a foreign currency. The fee applies both online and overseas. The fee is calculated as a percentage of the purchase amount.	The fee will be charged to the account the card is linked to when the transaction occurs.
Term Deposit early withdrawal fee	We charge a fee if you request to withdraw part or all of your term deposit before its maturity date, and we agree to the withdrawal.  The fee is calculated as a percentage of the interest earned on the withdrawn amount and may have a minimum amount applied to it.	The fee will be charged at the time of withdrawal and deducted from the amount being withdrawn.
Simple certificate fee	We charge a fee for each certificate of balance or interest, or bank opinion that we prepare for you.	The fee will be charged to your ANZ transactional account when you make the request.
Auditor's confirmation certificate fee	We charge a fee to prepare an auditor's confirmation certificate for you.	The fee will be charged to your ANZ transactional account when you make the request.

Fee name	Description of the fee	How the fee is charged (unless otherwise agreed)
Printing fee	<p>You can ask for the following, but we may charge you a fee for printing and/or sending it (including electronically):</p> <ul style="list-style-type: none"> <li>• copies of bank statements</li> <li>• interim bank statements</li> <li>• photocopying</li> <li>• any other document</li> </ul>	The fee will be charged to your ANZ transactional account when you ask for the printing.

## SECTION 6: CUSTOMER ENQUIRIES

### **Postal Address**

Australia and New Zealand Banking Group Limited,  
Tonga Branch  
PO Box 910  
Nuku'alofa  
Tonga

### **General Enquiries**

ANZ Nuku'alofa Branch | Va'a ANZ Nuku'alofa  
Taufa'ahau Road Nuku'alofa,  
Tonga  
Hala Taufa'ahau, Nuku'alofa,  
Tonga

Phone (Telifoni): +676 20500

Website (Peesi initaneti): [anz.com/tonga](http://anz.com/tonga)

Refer to [anz.com/tonga](http://anz.com/tonga) for hours of availability.

