

*Containing terms and conditions for:*

*› ANZ Everyday Visa Debit*

*› Direct Debits/Recurring Payments*

*› Periodical Payments*

*› Internet Banking*

*› Phone Banking*

*› Mobile Phone Banking*

*› BPAY®*

® Registered to BPAY Pty Ltd ABN 69 079 137 518

# *ANZ Everyday Visa Debit Product Disclosure Statement*

July 2008



# *ANZ Contact Details*

## **Postal address**

Locked Bag 10  
Collins Street West  
Melbourne, Victoria 8007

## **For payments**

PO Box 607  
Melbourne, Victoria 3001

## **Cardholder enquiries**

ANZ Cards  
13 22 73

Hearing and Speech impaired customers can utilise the TTY (telephone typewriter) service by calling 1300 366 255

## **Lost or stolen cards, suspected unauthorised transactions or divulged PINs**

24 hours a day  
Melbourne (03) 9683 7047  
Freecall™\* 1800 033 844

Cards lost in Australia or overseas can be promptly reported via the numbers listed above.

## **Lost, stolen or divulged PINs**

Your PIN can be easily and quickly replaced by simply calling 13 22 73 at any time and we'll send a new one to you. If you'd like to change it to something that's easier to remember, you can now change your PIN at any ANZ ATM in Australia.

Emergency telephone numbers are also displayed on, or within the immediate vicinity of, all ANZ ATMs in Australia.

## **Lost, stolen or divulged passwords**

For passwords used on-line, call 13 33 50  
For all other passwords, call 1800 033 844 (24 hours a day).

*\* Free call from fixed lines only. Freecall™ is a registered trademark of Telstra Corporation Limited ABN 33 051 775 556*

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## *Introduction*

This Product Disclosure Statement ('PDS') governs the operation of the ANZ Everyday Visa Debit account and your use of the ANZ Everyday Visa Debit card. It is important that you read and understand this PDS.

*Please contact ANZ if you do not understand, or are unsure about any aspect of this PDS.*

The Electronic Banking Conditions of Use in Part B set out your rights and obligations in relation to conducting electronic transactions on your account, for example, ANZ Phone Banking, ANZ Internet Banking, ANZ Mobile Phone Banking, EFTPOS, ATM or the purchase of goods or services from a merchant by providing, either over the phone or on-line, account details to a merchant (or to any other party to whom payment is to be made), either directly or via a third party.

ANZ complies with the requirements of the Electronic Funds Transfer Code of Conduct which is applicable to all consumer electronic transactions, except where your signature is also required.

# PART A

## Meanings of words

The following definitions apply throughout this PDS, unless otherwise stated:

**'account'** means any ANZ account which can be operated by a card and which you have nominated for use in this way, and includes an ANZ Everyday Visa Debit account;

**'account holder'** means the person in whose name the ANZ Everyday Visa Debit account has been opened;

**'additional cardholder'** means a person nominated by you to be issued with an ANZ Everyday Visa Debit card;

**'ANZ'** means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 and its successors and assigns;

**'ANZ business day'** means any day from Monday to Friday on which ANZ is open for business in at least one of its branch locations in Australia;

**'card'** means the card issued to you by ANZ for use on your ANZ Everyday Visa Debit account;

**'chip'** means any electronic microchip embedded in the card;

**'direct debit'** means a debit from your ANZ Everyday Visa Debit account that you arrange through a merchant or other service provider by providing your account number and branch number (BSB) on the reverse of your card;

**'inactive account'** means an account that has not been operated either by deposit or withdrawal for a period of 24 months;

**'periodical payment'** means a regular and automatic transfer of funds from or to your ANZ Everyday Visa Debit account that you instruct ANZ to make by providing your account number and branch number (BSB) on the reverse of your card.

**'PIN'** means personal identification number, that is, the code of numbers or letters that you use with your ANZ Everyday Visa Debit card through electronic equipment and includes an action number;

**'purchase price'** is the actual amount payable by you to a merchant for the supply of goods or services.

**'recurring transaction'** or **'standing authority'** means a regular transaction on your account that you have authorised another person or company (merchant) to make by providing your 16 digit ANZ Everyday Visa Debit card number.

**'transaction'** means any purchase or withdrawal.

**'you'** means the person in whose name the ANZ Everyday Visa Debit account has been opened and where relevant, also means the additional cardholder.



# *Application of this PDS*

## **(1) Agreeing to the terms of this PDS**

ANZ is the issuer of ANZ Everyday Visa Debit. The terms and conditions of this PDS apply when your ANZ Everyday Visa Debit account is first used or when you do anything else described by ANZ as indicating your acceptance of these terms and conditions.

## *Opening an account*

### **(1.1) Identification**

Federal Government legislation requires ANZ to verify the identity of all account holders, signatories and agents.

Any account holders, signatories and agents must satisfactorily meet ANZ's Customer Identification Process.

### **(1.2) Tax File Number**

Federal law provides that all accounts earning deposit interest in a tax year may be subject to Tax File Number (TFN) legislation. It is not compulsory for you to provide your TFN. However, if you choose not to do so, ANZ is required to deduct withholding tax from any interest earned unless you are in an exempt category. Withholding tax is calculated at the highest marginal tax rate plus Medicare levy.

ANZ will preserve the confidentiality of your TFN, which can be recorded for all your accounts, in accordance with the Privacy Act.

# Fees and Charges

## (2) Bank fees and charges

- (a) ANZ reserves the right to charge the account with fees and charges for the provision and operation of the account. The fees and charges applicable to the account are set out below.
- (b) ANZ may waive fees under certain conditions.
- (c) 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.
- (d) Other general fees and charges may also apply to your account for other services or account activity. For information about other general fees and charges, please refer to the ANZ Personal Banking General Fees and Charges booklet, available from any ANZ branch or on-line at [www.anz.com](http://www.anz.com)
- (e) The monthly statement of account will detail all fees and charges applied to the account during the relevant statement period.

### (2.1) ANZ Everyday Visa Debit Account Fees and Charges

#### **Monthly account service fee** **\$6**

- › A set fee for ANZ to manage and maintain your account. Charged to your account monthly based on the date of account activation or first use, unless ANZ advises you of another date.

#### **Self service transactions** **\$0**

- › A cash withdrawal or transfer from one account to another at an ANZ ATM
- › A cash withdrawal or purchase via EFTPOS within Australia
- › A transfer from one account to another via ANZ Phone Banking

#### **Internet Banking transactions** **\$0**

- › A transfer from one account to another via ANZ Internet Banking including BPAY bill payments.

#### **ANZ Mobile Phone Banking**

- › Fees and charges may apply to ANZ Mobile Phone Banking and customers will be advised of these at the time of applying for the service or prior to the fee being charged.

#### **Staff-assisted transactions** **\$0**

- › A cash withdrawal or transfer made over the counter at an ANZ branch.

## (2.2) Domestic ATM/Electronic Transactions

<b>ANZ ATM balance enquiry</b>	<b>\$0</b>
<b>Non-ANZ ATM balance enquiry</b>	<b>\$0</b>
<b>Non-ANZ ATM withdrawals</b> (per withdrawal)	<b>\$2</b>
<b>Non-ANZ branch withdrawal</b> (per withdrawal)	<b>\$1.50</b>

## (2.3) Overseas Transactions

### Overseas ATM Transaction Fee – Visa PLUS

- › Balance enquiries **\$0**
- › Withdrawals in a foreign currency **\$5**  
(per withdrawal)

**Overseas Branch Withdrawal Fee** **\$5**  
(per withdrawal)

**Overseas Transaction Fee#** **3.0% of value**

- › for all foreign and AUD currency withdrawals or purchases where the merchant or financial institution accepting the card is located outside of Australia

## (2.4) Associated Account Fees and Charges

**ANZ Everyday Visa Debit Card Replacement Fee** **\$15**

- › Applicable for the replacement of the card except if:
  - › card is damaged or faulty (card must be returned to an ANZ branch)
  - › card is stolen and a copy of a police report is provided

**Direct debit or credit and recurring transactions** **\$0**

- › an arrangement you make with a third party to debit or credit your account directly

*Note: although ANZ does not charge a fee for providing this service, the third party may charge a fee*

**Overdrawn Fee** **\$35**

- › charged to your account at the end of the 'statement period' shown on the statement of account if the account is overdrawn at any time/s during the statement period. This fee is charged at a maximum of once per statement period.

**Overdrawn account debit interest rate ANZ Retail Index Rate**  
plus a margin of **8.5%** p.a

- › The ANZ Retail Index Rate is published weekly in the Australian Financial Review and other major newspapers.
- › Overdrawn interest is calculated by applying the daily percentage rate (the annual percentage rate divided by 365) to the overdrawn daily balance.

*# Also known as Currency Conversion Fee.*

**Periodical Payments**

- › To other accounts within the ANZ Group of Companies **\$0**
- › To non-ANZ accounts **\$4**

**Priority fee** **\$50**

- › when you request priority card issue

**Standard periodic statement with account** **\$0**

**Replacement statements** **\$14**

**Special Clearance of Cheques**

- › By mail or telephone advice **\$15** plus costs incurred
- › By messenger or clerk for local clearance **\$70** per hour (min \$50) plus costs incurred

**Stop Payments** **\$15**

- › Applies to direct debits and periodical payments if ANZ receives a request to stop payment on a drawing

**Voucher Retrieval Fee** **\$12 per voucher**

- › Fee not charged if ANZ finds transaction is incorrect
- › You will be given a copy of the original, in most cases ANZ does not retain the original copies but stores electronic copies for seven years.

**Transfer of funds at an ANZ branch to a non-ANZ account** **\$5**

- › applies when you arrange for the transfer of funds from your account to a non-ANZ account at any ANZ branch (does not include Telegraphic Transfers)

**(2.5) Government fees and charges**

Any Government duties, taxes, rates or other charges incurred in respect of receipts or withdrawals made to or from the account will be payable by the account holder.

*Using ANZ Everyday Visa Debit*

**(3) How you can use the account**

- (a) The account must be used wholly and exclusively for your private and domestic use.
- (b) You must not use the account for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction you are in.

#### **(4) Allowing use by others**

- (a) ANZ may issue an additional ANZ Everyday Visa Debit card to up to 3 people nominated by the account holder, provided that each person is over the age of 16 years.
- (b) The account holder is responsible to ANZ for the operation by an additional cardholder of the ANZ Everyday Visa Debit account and any other account linked to the ANZ Everyday Visa Debit account. If an additional cardholder does not comply with these terms and conditions, the account holder will be liable to ANZ. The account holder should therefore ensure that each additional cardholder receives a copy of this document and reads and understands it.
- (c) The account holder acknowledges and agrees that any additional cardholder can:
  - (i) operate the ANZ Everyday Visa Debit account and any account linked to it in the same way that an account holder can (however, an additional cardholder cannot nominate another person to receive an additional ANZ Everyday Visa Debit card); and
  - (ii) obtain information about the ANZ Everyday Visa Debit account and any accounts linked to it in accordance with the law and with any authorisation given by the account holder. For example, certain authorisations are given by the account holder when the application form is signed.
- (d) An account holder can cancel an additional card by calling ANZ or visiting any ANZ branch. ANZ will only cancel the additional card when the account holder has returned it to ANZ or has taken all reasonable steps to return it to ANZ.

#### **(5) ANZ Everyday Visa Debit card acceptance**

- (a) An ANZ Everyday Visa Debit card will normally be honoured by financial institutions and merchants displaying the Visa card symbol. However, Visa card promotional material displayed on any premises cannot be taken as a warranty by the financial institution, merchant or any person carrying on business there that all goods and services available at those premises may be purchased with the card. In Australia, where the particular financial institution, merchant or other person carrying on business does not accept Visa cards, they may still allow you to purchase goods or services with your ANZ Everyday Visa Debit card if you select the 'savings' button at an EFTPOS terminal.
- (b) The price the merchant charges for goods and services purchased with an ANZ Everyday Visa Debit card may vary from the price a merchant charges for the same goods and services purchased with cash.

- (c) Unless required to do so by law ANZ does not accept any liability:
- (i) if any financial institution or merchant displaying a Visa symbol refuses to accept or honour an ANZ Everyday Visa Debit card; and
  - (ii) for goods or services purchased with an ANZ Everyday Visa Debit card.
- (d) Any complaints about goods or services purchased with an ANZ Everyday Visa Debit card must be resolved directly with the merchant concerned.

## **(6) Card validity and expiry**

For security reasons, your ANZ Everyday Visa Debit 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 'valid thru' dates. Further, you must ensure that as soon as any card issued in relation to the ANZ Everyday Visa Debit account expires, it is destroyed, by cutting it (including any chip on the card) diagonally in half.

## **(7) EFTPOS**

EFTPOS is Electronic Funds Transfer at Point of Sale. This retail facility allows you to debit the cost of your purchase to your ANZ Everyday Visa Debit account. Depending on the retailer, you may also be able to withdraw cash in addition to your purchase.

## **(8) Daily withdrawal limit**

- (a) Unless you have made arrangements with your branch for an increased or decreased limit, your combined purchase/withdrawal limit via:
- ATMs; and
  - EFTPOS terminals when you select the 'savings' button, is AUD\$1,000 per ANZ Everyday Visa Debit card. This means you can use your ANZ Everyday Visa Debit card to withdraw a total of AUD\$1,000 per day\* from the account(s) to which it is linked via the above access methods, provided your account(s) contain sufficient funds. In the event of a system failure, the daily\* withdrawal limit is AUD\$200.
- (b) Withdrawals from your ANZ Everyday Visa Debit account via EFTPOS terminals will not count towards your daily\* withdrawal limit if you select the 'credit' button. Please note, selecting the 'credit' button at an EFTPOS terminal does not provide you with any credit in respect of your ANZ Everyday Visa Debit account. Such withdrawals are limited only to the amount of funds available in your account.

*\* A day begins at 12.00.01am (Melbourne time) and ends at 12.00.00am (Melbourne time) on the same day. If you are not in the same time zone as Melbourne, please check <http://www.australia.gov.au>.*

## **(9) Using your card outside Australia**

### **(a) PLUS**

- (i) PLUS is an international ATM network through which customers can access available funds in their linked ANZ accounts by using their ANZ Everyday Visa Debit card and PIN whilst overseas.
- (ii) At overseas PLUS ATMs, you cannot use your ANZ Everyday Visa Debit card to make deposits or transfer funds between linked accounts. To access funds from your ANZ Everyday Visa Debit account at overseas PLUS ATMs, select 'credit' (when the option is available). At some overseas PLUS ATMs (not in Europe) you can also use your ANZ Everyday Visa Debit card to access your primary linked 'savings' or 'cheque' accounts\* by selecting 'cheque' (when the option is available). Where the PLUS ATM has no account selection facility, the ATM will automatically select a withdrawal from any primary linked 'savings' or 'cheque' account if you proceed with the transaction. If you do not have a primary linked 'savings' or 'cheque' account, the ATM will automatically select a withdrawal from your ANZ Everyday Visa Debit account.

*\* Linked primary accounts refer to ANZ accounts you have nominated as your primary savings or cheque account linked to your ANZ Everyday Visa Debit card.*

### **(b) Fees and Charges, PLUS**

Transaction fees and overseas transaction fees# apply for the use of PLUS ATMs overseas. If the amount of the transaction is more than your available balance, the transaction may be rejected and no fees will be charged.

### **(c) Surcharging, PLUS**

Some overseas ATM locations may impose a surcharge when you use their ATM to make a withdrawal. Surcharges will not appear as a separate item on the account statement, but will be included in the total transaction amount shown.

### **(d) Exchange Rates and Conversions, PLUS**

All foreign currency transactions will be converted into Australian Dollars by Visa International in accordance with its rules.

Foreign currency transactions will either be converted directly to Australian dollars or will be first converted from the currency in which the transaction was made to US dollars and then converted to Australian dollars by Visa International.

*# Also known as Currency Conversion Fees.*

The conversion rate used is a wholesale market rate selected by Visa International from a range of wholesale rates one day before VISA processes the transaction. In most cases, the conversion rate applied to refunds of a transaction will be different to the conversion rate applied to the original transaction.

## *Transactions on your ANZ Everyday Visa Debit account*

### **(10) Transactions on the account**

- (a) The account holder agrees that ANZ can debit the ANZ Everyday Visa Debit account with all transactions authorised by you. Transactions can be authorised by you by:
- (i) using your card, alone or together with your PIN, in conjunction with any electronic equipment;
  - (ii) presenting your card to a merchant and signing a voucher or other documentation acceptable to ANZ authorising the transaction;
  - (iii) providing the card account details to a merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to ANZ, for example, over the phone or on-line;
  - (iv) transferring funds electronically using ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Phone Banking; or
  - (v) arranging an electronic debit, for example a recurring transaction or periodical payment to be paid directly from your account.
- (b) You can authorise a transaction for either a particular amount or for particular goods or services. For example, if you hire a car, you may authorise a transaction for both the rental and any additional costs, such as the cost of any damage to the vehicle.
- (c) When you authorise a transaction:
- (i) you are confirming the validity of the amount of the transaction, that is, the transaction correctly represents the purchase price of the goods or services obtained, or the amount of the cash withdrawal; and
  - (ii) the account holder is agreeing to pay (in Australian dollars) the amount of that transaction.

#### **(10.1) Anti Money Laundering**

You agree ANZ may delay, block or refuse to process any transaction without incurring any liability if ANZ suspects that:



- (a) the transaction may breach any law in Australia or any other country;
- (b) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

You must provide all information to ANZ which ANZ reasonably requires in order to manage anti-money laundering or counter-terrorism financing risk or to comply with any laws in Australia or any other country and you agree that ANZ may disclose any information concerning you to:

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

Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement.

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

### **(11) Stopping or altering payments for Direct Debits and Periodical Payments set up using your account number and BSB**

- (a) A direct debit is a debit from your ANZ account that you arrange through a merchant or other service provider by providing your ANZ Everyday Visa Debit account number and branch number (BSB) (as opposed to your 16 digit card number).
- (b) A periodical payment is a debit from your ANZ Everyday Visa Debit account, which you instruct ANZ to make to the account of another person or business by providing your ANZ Everyday Visa Debit account number and branch number (BSB) (as opposed to your 16 digit card number).
- (c) You can:
  - arrange for a periodical payment to be altered if you notify ANZ in writing at least two banking days before the payment is made; or
  - cancel a direct debit request or a periodical payment facility at any time by notifying ANZ in writing.
- (d) **Speed is important.** You may notify ANZ initially by telephone. This may temporarily stop your direct debit or periodical payment until you visit your local branch or send written instructions. ANZ may charge you a fee for cancelling a direct debit or periodical payment.

## **(12) Authorisations**

- (a) If you select the 'credit' button when you use your ANZ Everyday Visa Debit card to make EFTPOS purchases or you use the 16 digit card number to purchase or pay for goods or services, the merchant or other person involved in the transaction may obtain an authorisation for the transaction before the transaction is made. This authorisation is for the purpose of establishing that there are sufficient funds available in the account for the transaction. This authorisation may be completed for a transaction that occurs at a later time such as car hire, accommodation and transactions at unmanned terminals (for example, unmanned petrol stations).
- (b) Once the authorisation is obtained, it will reduce the amount of available funds in the account. If the purchase or other transaction is not completed, the amount of available funds in the account may continue to be reduced for up to six ANZ business days after the authorisation is obtained.

## **(13) Recurring transactions and other standing authorities set up using your card number**

- (a) You can, at any time, authorise another person or company (merchant) to transact on the account by providing your 16 digit ANZ Everyday Visa Debit card number.
- (b) To cancel such an authority, you must notify the merchant in writing at least 15 days before the next transaction is due to be processed. Please note, unlike direct debits set up using your account number and branch number (BSB), ANZ is not able to cancel a recurring transaction on your behalf. Until you cancel the authority, the merchant is entitled to request ANZ to debit the account and ANZ is obliged to process any request in the ordinary course. If the merchant does not comply with your request to cancel the authority, you must send ANZ a copy of your correspondence with the merchant to enable ANZ to dispute the relevant transaction(s) on your behalf according to the procedure in clauses 13.1 and 13.2 below.
- (c) In some circumstances, if your card number changes (for example, if your account is closed or your card is lost or stolen), or your card is cancelled, and you fail to provide alternative payment details (for example, your new card number) to the merchant, ANZ may stop processing the transactions, after giving notice to the merchant, and this may cause the merchant to stop providing the goods and services.

### **(13.1) Reversing a transaction**

Where you have authorised another person or company (merchant) to transact on the account by providing your ANZ Everyday Visa Debit card number or used your card to make a purchase at an EFTPOS terminal by selecting the 'credit' button, you may be entitled to reverse (chargeback) the transaction where you have a dispute with the merchant. For example, you may be entitled to reverse a transaction where the merchant has not provided you with the goods or service you paid for.

Please note, ANZ is not able to reverse (chargeback):

- periodical payments; or
- transactions at EFTPOS terminals when you have selected the 'savings' button.

You must notify ANZ if you believe you are entitled to reverse a transaction. If ANZ is satisfied after investigation that you are entitled to reverse a transaction, it will credit your account for the amount initially debited for the transaction.

### **(13.2) Time limits for reversing a transaction**

You should notify ANZ immediately of a disputed transaction. Visa card scheme operating rules impose time limits after the expiry of which ANZ is not able to reverse a transaction. The minimum time limit generally applicable is 75 days after the disputed transaction but some time limits are longer. In some cases where the Electronic Funds Transfer Code of Conduct applies, the time limits may not apply. If you do not notify ANZ in time, ANZ may be unable to investigate your claim in which case you will be liable for the transaction.

It is your responsibility to review carefully your statements of account. ANZ is not responsible for any loss to you if you do not ask ANZ to reverse a transaction within an applicable time limit.

### **(13.3) Verified by Visa transactions**

You are not able to reverse a transaction authenticated using Verified by Visa unless ANZ is liable as provided in your Electronic Banking Conditions of Use.

## *Statements of account*

### **(14) When will the account holder receive a statement of account?**

ANZ will send a statement of account to the account holder each month unless:

- (i) at the end of the statement period the account balance is less than \$10 and no amounts have been entered on

the account since the previous statement period (other than debits for any applicable government charges or duties on receipts or withdrawals);

- (ii) the account holder has died or is insolvent and the account holder's personal representative or trustee in bankruptcy has not requested a statement of account; or
- (iii) ANZ is otherwise excused from sending the account holder a statement by law.

### **(15) Check your statement of account**

The account holder should check each statement of account carefully once it is received and immediately notify ANZ of any transaction the account holder believes to be an unauthorised or disputed transaction or any other error. Details of ANZ's dispute resolution procedure are set out in clause 24.

## *Making deposits to your account*

### **(16) How to make deposits to ANZ Everyday Visa Debit**

- (a) You can make deposits to the account:
  - (i) by arranging an automatic deposit of your salary or other income (such as family allowance or pensions) to be paid directly into your account;
  - (ii) by transferring funds from a linked account using ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Phone Banking;
  - (iii) by depositing funds, or transferring funds from a linked account, at selected ANZ ATMs;
  - (iv) by depositing funds at any ANZ branch within Australia;
  - (v) by arranging an electronic credit from your other ANZ accounts;
  - (vi) by arranging an electronic credit via another financial institution;
  - (vii) by sending a cheque drawn on an Australian financial institution or money order to the Locked Bag address at the front of this booklet (ANZ will not accept cheques drawn on a foreign financial institution); and
  - (viii) in any other way ANZ agrees with you.

### **(17) Cheques**

- (a) How long does it take to clear a cheque?

Usually five to seven working days, however you will generally be able to draw on the funds after three working days.

- (b) What if the cheque is dishonoured?

If ANZ has allowed you to draw on the cheque before it has cleared and the cheque is subsequently dishonoured, ANZ will debit your account by the amount of the cheque.

(c) Third Party Cheques

If you present a cheque which is payable to someone else or it appears to belong to someone else (third party cheque), ANZ may, in its discretion, refuse to accept that cheque for deposit or refuse to cash it or may require you to comply with some conditions before it will accept that cheque for deposit or cash it.

(d) When should a cheque be dishonoured or payment refused?

At the bank's discretion, a cheque may be dishonoured or payment refused where:

- there are insufficient funds in the account of the drawer;
- the cheque is unsigned;
- the cheque is more than 15 months old;
- the cheque is future dated;
- the cheque has been materially altered and the alteration has not been signed;
- there is a legal impediment to payment;
- the cheque has been stopped; or
- the paying bank has been notified of the mental incapacity, bankruptcy or death of the drawer.

(e) 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 a personal cheque is not acceptable. Bank cheques are usually requested because of the higher likelihood that they will be paid. However bank cheques should not be regarded as equivalent to cash.

Bank cheques can be purchased by ANZ and non-ANZ customers and a fee is charged. A bank may dishonour a bank cheque if:

- the bank cheque is forged or counterfeit;
- the bank cheque has been fraudulently and materially altered;
- a fraud or other crime has been committed;
- the bank is told the bank cheque has been lost or stolen;
- there is a court order restraining the bank from paying a bank cheque;

- the bank has not received payment or value for the issue of the bank cheque; or
- if a bank cheque is presented by a person who is not entitled to the cheque proceeds.

If a bank cheque is lost or stolen, ANZ will, on certain conditions, provide a replacement cheque for a fee.

(f) Special clearance of funds

You can arrange for a cheque to be cleared in less than the usual time by requesting a 'special clearance'. Fees apply to this service.

## *Processing of transactions by ANZ*

### **(18) When transactions will be applied to the account**

- (a) All transactions will be processed to the account on the date they are received by ANZ and are effective as at the date of the transaction. The date that ANZ receives a transaction for processing may not be the date the transaction was made. For example, ANZ may be provided with information concerning purchases made using your card number (for example mail or on-line purchases) a number of days after the purchase was actually made.
- (b) ANZ may process transactions received by it on a particular day in any order it sees fit. This means that the order of processing transactions on a day may vary from the order in which transactions are made on that day or are received by ANZ on that day.

### **(19) When deposits and other credits are considered to be made**

- (a) Deposits and other credits (including credits for returns of purchased goods) will not be treated as made until the date on which those deposits or other credits are applied to the account in the ordinary course of business.

The following rules generally apply:

- (i) If the deposit is made by mail, it will be credited to the account by ANZ on the date of receipt. You should allow a suitable amount of time for the mail to reach ANZ.
- (ii) Deposits made at ANZ ATMs and via ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Phone Banking will be credited to the account as at the date they are made, provided they are made prior to the relevant cut off time, Monday to Friday, excluding national public holidays. Current cut off times are as follows:
- (A) ANZ ATMs: 4pm Melbourne time.

(B) ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Phone Banking: 10pm Melbourne time (except for Pay Anyone transfers, where the cut off time is 6pm Melbourne time).

Deposits made after these times will be credited as at the following ANZ business day. Fund transfers from non-ANZ accounts to ANZ accounts are subject to the cut off time of the other financial institution.

- (b) Deposits made at ANZ ATMs may be subject to verification by an ANZ officer before they are processed to the account or are otherwise available to you and may take one to two ANZ business days to clear. Cheque deposits at ANZ ATMs may take five to seven ANZ Business days to clear.
- (c) Cash deposits at ANZ branches within Australia are available for use as soon as they have been credited to the account.
- (d) If a deposit is made at another bank or financial institution, there may be delay of several days before your account is credited with your deposit.

## *Provision of Credit*

### **(20) No Credit on ANZ Everyday Visa Debit**

- (a) ANZ does not agree to provide any credit in respect of your ANZ Everyday Visa Debit account. Selecting the 'credit' button in ATMs or EFTPOS terminals when you use your ANZ Everyday Visa Debit card to make withdrawals or purchases gives you access to the funds available in your account and does not provide you with any credit in respect of the account.
- (b) If you request or authorise 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 charged daily on the overdrawn amount (refer to clause 2 above for details as to the overdrawn account debit interest rate);
  - an Overdrawn Fee may be charged (refer to clause 2 above for details);
  - the overdrawn amount, any interest on that amount and the Overdrawn Fee will be debited to your account; and
  - you must repay the overdrawn amount and pay any accrued interest on that amount and the Overdrawn Fee immediately.
- (c) You should inform ANZ as soon as possible if you are in financial difficulty.

## *ANZ Everyday Visa Debit card security*

### **(21) Keeping your ANZ Everyday Visa Debit card and PIN secure**

The security of your card is very important. If you fail to observe the following security requirements you may increase the account holder's liability for any unauthorised use of the card.

You must:

- (i) sign the back of your card immediately upon receipt;
- (ii) on the expiry date destroy your card by cutting it (including any chip on the card) diagonally in half;
- (iii) not let anyone else use your card;
- (iv) take reasonable steps to protect your card from loss or theft; and
- (v) notify ANZ immediately you become aware that your card has been lost or stolen, or your card or the card account details (for example, the number and expiry date of your card) have been used by someone else without your authority.

**The Electronic Banking Conditions of Use in Part B set out additional security requirements in relation to electronic access processes, including your card and PIN.**

### **(22) What happens if your card is lost or stolen?**

- (a) You must make a report to ANZ immediately that you become aware that:
  - (i) your card has or may have been lost or stolen; or
  - (ii) your card or the card account details (for example, your card number and expiry date) have or may have been used by someone else without your authority.
- (b) The best way to make the report is to call ANZ on the telephone numbers listed at the front of this booklet. Alternatively, or if ANZ's telephone reporting service is unavailable, you should report the loss or theft to any ANZ branch or, if overseas, to any bank displaying the Visa card symbol. When a telephone report is made, ANZ will give you a notification number or some other form of acknowledgement. You should retain this as evidence of the time and date of your report.
- (c) If you report that a card has been lost or stolen, or the card account details have been used by someone else without your authority, the card will be cancelled as soon as the report is made. This means that you must not use the card once the report is made. For example, if the card has been lost or stolen and you find it after making the report,



you must not use the card. You must destroy the card by cutting it (including any chip on the card) diagonally in half and return it to an ANZ branch as soon as possible.

(d) ANZ may:

- (i) issue the account holder with a new ANZ Everyday Visa Debit account and replacement card(s); and
- (ii) transfer the balance and any processed transactions, periodical payments and recurring transactions on the closed account to the account holder's new account.

(e) These terms and conditions will apply to your new ANZ Everyday Visa Debit account and replacement card(s).

(f) The account holder may be liable for transactions for which you did not give authority (including mail and telephone order transactions and internet transactions) incurred before the report is received by ANZ, but liability will not exceed \$150. However, if you have contributed to the loss by unreasonably delaying reporting to ANZ the loss or theft of your card or the unauthorised use of the card account details, the account holder may be liable for transactions for which you did not give authority (including mail and telephone order transactions and internet transactions) incurred before the report is received by ANZ.

**This liability does not apply to transactions involving the use of an electronic access process, including your card and PIN. You should read the Electronic Banking Conditions of Use in Part B to understand your liability in the event of unauthorised use of an electronic access process, including your card and PIN.**

### **(23) Lost and stolen card and PIN while overseas**

ANZ can provide an emergency replacement card. A replacement fee applies for replacement of a card except if damaged (and the card is returned to ANZ) or stolen and a copy of a police report is provided. However, you will not be able to use the replacement card to perform transactions that require a PIN until you have selected a new PIN for the card after you have returned to Australia. You may still be able to make purchases and obtain cash withdrawals on your ANZ Everyday Visa Debit account over the counter at institutions displaying the Visa logos/symbols.

## *Error or dispute resolution*

### **(24) ANZ's dispute resolution procedure**

#### **Making a complaint**

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

For the fastest possible resolution to your complaint call us on 1800 805 154 (hearing and speech impaired customers can utilise the TTY (telephone typewriter) service by calling 1300 366 255) or:

- talk to staff at your local ANZ branch or business centre; or
- send a letter to ANZ Customer Response Centre via:
  - › Mail: Locked Bag 4050  
South Melbourne VIC 3205;
  - › Email: [YourFeedback@anz.com](mailto:YourFeedback@anz.com); or
  - › Fax: +61 3 9683 9267.

Most often ANZ will be able to solve the problem on the spot.

If it can't be resolved promptly ANZ's specialist complaints team, ANZ Customer Response Centre, will take responsibility and work with you to fix the matter quickly. ANZ's aim is to resolve the complaint within 48 hours and within a maximum of 5 working days.

If this is not possible, ANZ will keep you informed on the progress of your matter and how long ANZ expects it will take to resolve your complaint.

#### **ANZ Customer Advocate**

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

#### **Contact details**

ANZ Customer Advocate  
100 Queen Street Melbourne VIC 3000  
Tel: +61 3 9273 6523  
Email: [customeradvocate@anz.com](mailto:customeradvocate@anz.com)

#### **Financial Services Dispute Resolution Schemes**

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

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

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

## *Cancellation and termination*

### **(25) Cancellation by ANZ**

- (a) Cards remain the property of ANZ at all times.
- (b) ANZ reserves the right to cancel a card or refuse authorisation of further transactions on any account at any time:
  - (i) without prior notice if:
    - (A) ANZ believes that use of the card or the account may cause loss to you or to ANZ (for example, if you have not met any of your obligations under this PDS or under the terms and conditions applicable to another credit facility provided by ANZ to you);
    - (B) The account is overdrawn, or has insufficient funds to cover further transactions, or has a nil balance and there have been no transactions (except for fees or charges) on the account for more than three months;
    - (C) In the reasonable view of ANZ you have tampered with, misused or allowed any other person to use any chip on your card; or
  - (ii) upon giving you not less than three months written notice.
- (c) ANZ may also exercise its discretion to close an account due to unsatisfactory conduct or for any other reason it considers appropriate. In this event, ANZ will notify you in writing at the address shown on its records.
- (d) If the account is closed, all cards issued in relation to that account will also be cancelled.
- (e) If the account has a credit balance when the account is closed, ANZ will send the account holder a bank cheque for the closing credit balance of the account (unless those funds have been remitted as unclaimed money in accordance with the law).

- (f) ANZ will not cancel any individual card(s) without good reason. ANZ reserves the right to cancel any card at any time without prior notice if:
  - (i) ANZ believes that use of the card may cause loss to you or to ANZ; or
  - (ii) the account has been closed.

## **(26) Cancellation by you**

- (a) The account holder may close the account at any time by making a telephone request to ANZ for closure of the account. If the account is closed, all cards issued in relation to that account will also be cancelled.
- (b) The account holder may request ANZ to cancel any card linked to the account (including any additional card) at any time by telephone. ANZ will only cancel the card when the account holder has returned it to ANZ cut diagonally in half (including any chip on the card) or has taken all reasonable steps to return it to ANZ.
- (c) Telephone requests can be made by telephoning the numbers listed at the front of this booklet. Written requests should be mailed to the postal address at the front of this booklet or submitted to any ANZ branch.
- (d) If the account has a credit balance when the account is closed, ANZ will send the account holder a bank cheque for the closing credit balance of the account (unless those funds have been remitted as unclaimed money in accordance with the law). Monthly fees will apply even though the account has been open for only part of the calendar month. If the account is holding uncleared funds at the time of closing the account, these will not be released until the funds are cleared. If your account is in debit, the balance plus any accrued debit interest, fees and Government charges applicable to the closing date will be payable by you to ANZ.

## **(27) What happens when a card has been cancelled or the authorisation of transactions is refused?**

### **(27.1) When a card has been cancelled**

- (a) When ANZ cancels a card or ANZ receives instructions from you to cancel a card:
  - (i) ANZ will write to confirm cancellation details with the account holder; and
  - (ii) the card must not be used and must be returned to ANZ cut diagonally in half (including any chip on the card).

- (b) The account holder:
- (i) is responsible for the use of any card (including every additional card) and of the account until all cards (including every additional card) are returned to ANZ cut diagonally in half (including any chip on the card) or until the account holder has taken all steps to return the card(s) to ANZ;
  - (ii) is responsible for any transactions debited to the account in accordance with any recurring transaction request or other standing authority or any other authorised link to the account from a credit card issued to you by ANZ, an ANZ Access Card or ANZ Internet Banking, ANZ Phone Banking and ANZ Mobile Phone Banking until the request or authority is cancelled in accordance with these terms and conditions.
- (c) Any recurring transaction request or standing authority given by you to other parties such as monthly debits for life insurance, Wine Club etc must be cancelled directly by you with the other party. You should provide new payment details to the party if you want to continue to make payment in this way. See clause 13 above for other important information regarding recurring transactions and other standing authorities.

**(27.2) What happens when ANZ refuses to authorise transactions?**

- (a) If ANZ refuses to authorise transactions under clause 25 (b) (i) (B), ANZ will not advise of this in writing and the card must not be used until you have repaid any overdrawn amount (including any accrued interest on that amount and the Overdrawn Fee).
- (b) The account holder is responsible for any transactions debited to the card in accordance with any recurring transaction request or other standing authority or any other authorised link to the card account from a credit card issued to you by ANZ, an ANZ Access Card or ANZ Internet Banking, ANZ Phone Banking and ANZ Mobile Phone Banking until the request or authority is cancelled in accordance with these terms and conditions.
- (c) Any recurring transaction request or standing authority given by you to other parties such as monthly debits for life insurance, Wine Club etc must be cancelled directly by you with the other party. You should provide new payment details to the party if you want to continue to make payment in this way. See clause 13 above for other important information regarding recurring transactions and other standing authorities.

## Changes to this PDS

### (28) Variation of these terms and conditions

The table below sets out how and when ANZ will notify you of changes to your account. You agree that ANZ may notify you of certain changes by advertisement in major daily or national newspapers.

ANZ may make the following changes:

	<b>Minimum no. of days notice</b>	<b>Method of Notice</b>
<b>Introduce a new fee</b>	30 days	In writing
<b>Increase an existing fee or charge</b>	30 days	In writing or by press advertisement
<b>Change any other term or condition, the name of interest rates, accounts or publications</b>	Day of change	In writing or by press advertisement

# *Privacy and confidentiality*

## **(29) Privacy**

When you deal with ANZ, ANZ is likely to collect and use some of your personal information. ANZ explains below when and how ANZ may collect and use your personal information. References to 'ANZ' in this clause mean ANZ and its related bodies corporate.

### **(29.1) Collection of your personal information by ANZ**

ANZ may collect your personal information:

- (a) to assist in providing information about a product or service;
- (b) to consider your request for a product or service;
- (c) to enable ANZ to provide a product or service;
- (d) to tell you about other products or services that may be of interest to you;
- (e) to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of a product or service;
- (f) to perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, and market or customer satisfaction research);
- (g) to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- (h) as required by relevant laws, regulations, Codes and external payment systems.

### **(29.2) Absence of relevant personal information**

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

### **(29.3) Disclosures by ANZ**

Subject to our general duties of confidentiality towards our customers, ANZ may need to disclose your personal information to:

- (a) your referee(s);
- (b) credit reporting or debt collecting agencies;
- (c) an organisation that is in an arrangement or alliance with ANZ for the purpose of promoting or using their respective products or services (and any agents used by that organisation in administering such an arrangement or alliance);
- (d) any service provider ANZ engages to carry out or assist its functions and activities;

- (e) regulatory bodies, government agencies, law enforcement bodies and courts;
- (f) other parties ANZ is authorised or required by law to disclose information to;
- (g) other financial institutions (such as banks);
- (h) mortgage insurers and any reinsurer of any such mortgage insurer;
- (i) your guarantors (and intending guarantors);
- (j) any person who introduces you to ANZ;
- (k) your authorised agents or your executor, administrator or your legal representative.

#### **(29.4) Accessing your personal information held by ANZ**

Subject to the provisions of the Privacy Act, you may access your personal information at any time by asking to do so at any ANZ branch or by calling 13 13 14. ANZ may charge you a reasonable fee for access.

If you can show that information about you is not accurate, complete and up to date, ANZ must take reasonable steps to ensure it is accurate, complete and up to date.

#### **(29.5) Collecting your sensitive information**

ANZ will not collect sensitive information about you, such as health information, without your consent.

#### **(29.6) Where you supply an ANZ member with personal information about someone else**

If you give ANZ personal information about someone else, please show them a copy of this document so that they may understand the manner in which their personal information may be used or disclosed by ANZ in connection with your dealings with ANZ.

#### **(29.7) Your consent to ANZ's collection, use and disclosure of personal information**

When you opened your account, you consented to:

- ANZ collecting your personal information to enable it to provide the product applied for; and
- ANZ disclosing your personal information to:
  - › any person who introduces you to ANZ
  - › any service provider ANZ engages to carry out or assist its functions and activities
  - › any third party providing you with a product or service in relation to your account;



- › credit reporting agencies
- › any credit provider to help you avoid a default on your obligations or to inform them of your default
- › to participants in the payments system (including financial institutions, merchants and payments organisations)
- › other persons ANZ is authorised or required by law to disclose information to (and other persons where you have consented to the disclosure).

### **(29.8) Your consent in relation to promotion of other products or services**

Unless you have told ANZ otherwise, when you opened your account you also consented to ANZ using your personal information to promote its products or those of its related companies and alliance partners and disclosing your personal information to its related companies or alliance partners to enable them or ANZ to market their products or services.

Where you do not want ANZ to tell you about its products or services or those of its related companies or alliance partners, you may withdraw your consent by calling 13 22 73 at any time.

Your consent to the use and disclosure of your personal information applies to any personal information collected by ANZ in the course of your relationship with ANZ.

## *General matters*

### **(30) Code of Banking Practice**

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

### **(31) Card reissue and replacement**

At any time, ANZ may issue a new card to you, provided the account holder has not previously requested ANZ to revoke this authority. If your card becomes faulty or damaged, the account holder may order a replacement card at any ANZ branch or by telephoning the numbers listed at the front of this booklet. All such cards are subject to this PDS. ANZ reserves the right not to reissue a card to you.

### **(32) Inactive accounts**

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

### **(33) Disruption to service**

When planning transactions, please allow sufficient time. You should bear in mind that occasionally a banking service may be disrupted. 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 of liability does not apply to electronic banking transactions (see Part B about the conditions which apply to those transactions). This disclaimer is in addition to, and does not restrict, any other provisions contained in these terms and conditions which limit ANZ's liability.

### **(34) Personal advice on ANZ Everyday Visa Debit**

- (a) The advisor who provided you with this advice is a salaried representative of ANZ. In addition to the salary received, the advisor may also be eligible to receive a reward based on sales performance. This reward will never exceed \$6,000 per month per advisor.
- (b) Each month, the advisor may also be eligible to receive non-monetary benefits such as movie tickets, gift vouchers and recognition dinners for meeting or exceeding promotion targets. The value of non-monetary benefits received by the advisor will not exceed \$2,000 per promotion per month.

### **(35) Change of name or address**

- (a) You must notify ANZ of any change of name or address (or both) as soon as possible, by:
  - (i) mailing details of the changes to the address listed at the front of this booklet;
  - (ii) attending any ANZ branch and providing details of the ANZ Everyday Visa Debit account and the changed details; or

(iii) advising the call centre by phone on the number listed at the front of this booklet of the details of the change (change of address only).

(b) ANZ will not accept a post office box address as a valid residential address for you.

(c) ANZ will not be responsible for any errors or losses associated with any change of name or address (or both) where ANZ has not received prior notice.

### **(36) ANZ's right to combine accounts**

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

### **(37) Force majeure**

To the extent permitted by law, ANZ will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under this PDS, for failure to observe or perform any of its obligations under the PDS for any reason or cause which could not, with reasonable diligence, be controlled or prevented by ANZ, including acts of God, acts of nature, acts of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage.

### **(38) Notice**

(a) ANZ can deliver a notice to you personally, in which case the date of delivery is the date on which you receive the notice.

(b) If ANZ mails a notice to you, notice is taken to have been given on the day it would have been delivered in the ordinary course of post, if ANZ mailed it to your last known address recorded at ANZ in respect of this account.

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

(i) electronically to your email address, or other electronic mail address, last known to ANZ; or

(ii) to any person nominated by you to receive such notices, documents or information.

### **(39) Waiver**

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

### **(40) Chip**

- (a) If your ANZ Everyday Visa Debit card contains a chip, you must ensure that it is protected at all times from misuse (including tampering), damage, destruction or any form of unauthorised use.
- (b) Only you can use the chip for any of the available services. Your card may be subject to forfeiture if the chip is used by anyone other than you.

## PART B

### *Electronic Banking Conditions of Use*

ANZ warrants that it will comply with the requirements of the Electronic Funds Transfer Code of Conduct.

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 ANZ, ANZ does 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).

### *Definitions*

**'Activation Code'** means the 7 digit temporary activation number issued to activate M-Banking or TXT Banking Service.

**'Banking Business Day'** refers to any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**'CRN'** means the Customer Registration Number issued by ANZ to you.

**'Mobile Phone Banking'** means M-Banking, TXT-Banking and Mobile TopUp.

**'Pay Anyone Processing Day'** means any day from Monday to Friday that is not a public holiday in both Melbourne and Sydney.

**'Securemail'** means the electronic messaging system which enables communications to be sent to or from ANZ as part of ANZ Internet Banking.

**'Telecode'** means the four to seven digit number issued to access ANZ Phone Banking and your ANZ Mobile Phone Banking Activation Code.

#### **(1) Transaction limits**

- (a) ANZ or another party such as a merchant may limit the amount of any electronic transaction you can make over certain periods (e.g. during any day or in a single transaction).
- (b) 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 enquiry numbers listed at the front of this booklet.

## **(2) How you can use ANZ Internet Banking**

You can use ANZ Internet Banking to make transactions on your linked accounts, as set out in your account terms and conditions. You can also use ANZ Internet Banking to purchase and order a range of financial services and products. Details can be found out at [www.anz.com](http://www.anz.com).

## **(3) Fees and Charges for ANZ Mobile Phone Banking**

ANZ reserves the right to charge an account nominated by you with fees and charges for the provision of ANZ Mobile Phone Banking. The fees and charges applicable to ANZ Mobile Phone Banking are those shown on [www.anz.com](http://www.anz.com), as varied from time to time.

You may also incur charges from your mobile device operator as a result of using ANZ Mobile Phone Banking. Any such charges are solely your responsibility.

## **(4) Access to and use of Pay Anyone and International Services**

### **(a) Obtaining Pay Anyone**

When applying for Pay Anyone, for ANZ Internet Banking you must request a Pay Anyone daily limit which is subject to approval by ANZ. The options for the daily limits are set out on [www.anz.com](http://www.anz.com) when you apply. Restrictions apply depending on whether you are using Pay Anyone for personal or business purposes. When applying for Pay Anyone for ANZ Mobile Phone Banking your daily limit will be as advised to you by ANZ and may not be changed by you.

If you require your password for Pay Anyone for ANZ Internet Banking to be re-set or re-issued ANZ may reduce your current daily Pay Anyone limit for ANZ 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 increase or decrease your daily transfer limit for ANZ Internet Banking by applying through ANZ Internet Banking.

### **(b) Obtaining International Services**

You can apply for International Services after you have been granted Pay Anyone access. International Services are not available through ANZ Mobile Phone Banking.

The total of all Pay Anyone and International Services transfers (converted into Australian dollars) on any day cannot exceed your Pay Anyone daily transaction limit.

## **(5) Access levels for ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Phone Banking**

### **(a) Access Levels:**

- ‘All transactions’ – access every function within ANZ Phone Banking and ANZ Internet Banking for the account;
- ‘Transaction History Details only and BPAY®’ – includes BPAY® account balance information and transaction history details but excludes transfers between accounts, direct loan payments and BPAY View™;
- ‘Deposit and Transaction History Details only’ – includes transfers between accounts, transactions history details and account balance information but excludes withdrawals from accounts, direct loan payments, BPAY View™ and BPAY®;
- ‘Deposit only’ – includes transfers between accounts but excludes withdrawals from accounts, BPAY®, direct loan payments, BPAY View™, account balance information and transaction history details, and ANZ Mobile Phone Banking to change their own password;
- Transaction History Details only’ – includes enquiries on past transactions about the account but excludes all transactions on the account, transfers between accounts, direct loan payments, BPAY View™ and BPAY®.

(b) 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.

(c) The account holder or account signatories may cancel or change any access level by sending a written request or Securemail to ANZ, or calling ANZ on the relevant number listed at the front of this booklet. ANZ may require written confirmation. ANZ may take several days to process this change.

(d) Authorised users, regardless of their level of access, cannot access ANZ Pay Anyone, ANZ International Services, or use Securemail to change any of the account holder’s account or other personal details. However, all authorised users can use ANZ Internet Banking to change their own profile, access their own Securemail and select and change their own password.

(e) If you are an ANZ Everyday Visa Debit account holder and nominate access to this account via ANZ Internet Banking, each additional cardholder will be an authorised user.

## **(6) Processing instructions – general**

- (a) The account holder authorises ANZ to act on the instructions you enter into electronic equipment. Any electronic transaction made by you cannot be cancelled, altered or changed by you unless allowed by the applicable terms and conditions.
- (b) ANZ may delay acting on or may ask you for further information before acting on an instruction. Where ANZ has instructions for more than one payment from your account(s), ANZ will determine the order of priority in which payments are made.
- (c) If you make a cash withdrawal from an account by making an electronic transaction and there is a difference between the amount of cash received and the amount shown on the receipt, you must report this to ANZ and to the merchant (if applicable) as soon as possible. You can make your report to ANZ by calling ANZ on the number listed at the front of this booklet.
- (d) If you make a deposit of funds to an account by making an electronic transaction and there is a difference between the amount recorded as having been deposited and the amount ANZ receives, the account holder will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the account.
- (e) ANZ is not liable for the refusal of any merchant to accept an electronic transaction and, to the extent permitted by law, is not responsible for the goods and services supplied by a merchant. ANZ may notify you of electronic transactions (instructions for which are received through ANZ Mobile Phone Banking) it is unable to process.
- (f) 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; and
  - future dated transfers are not available through ANZ Mobile Phone Banking.
- (g) An immediate transfer, Pay Anyone or BPAY® cannot be revoked or stopped once ANZ receives your instruction. Future dated transfer, Pay Anyone or BPAY® instructions can only be revoked or changed if instructions to delete the transaction are given to ANZ through ANZ Internet Banking



before midnight Sydney time on the ANZ Business Day (or, for Pay Anyone, the Pay Anyone Processing Day) before the transaction is scheduled to occur. After this time, the instruction cannot be revoked.

### **(7) Processing instructions – ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Phone Banking**

- (a) Any ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Phone Banking transaction (other than a BPAY®) will generally be processed to your account on the same day ANZ receives your instructions, if given before 10.00pm Melbourne time Monday to Friday (except national public holidays). Any transaction made after this time may be processed on the following ANZ Business Day.
- (b) Account information accessed using ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Phone Banking will generally reflect the position of the account at that time, except for transactions not yet processed by ANZ (including uncleared cheques and unprocessed credit card transactions) or cleared cheques and direct debits processed by ANZ that day.

### **(8) Processing instructions – Pay Anyone and International Services**

- (a) ANZ will generally process Pay Anyone instructions:
  - for immediate Pay Anyone transfers, on the day the instruction is given, if ANZ receives the instruction before 6:00pm Melbourne time on a Pay Anyone Processing Day;
  - for immediate international transfers, on the day the instruction is given, if ANZ receives the instruction before 6.00pm Melbourne time on a Pay Anyone Processing Day;
  - for future dated transfers, on the relevant future day you select if it is a Pay Anyone Processing Day (or if it is not, on the Pay Anyone Processing Day after that day).
- (b) Instructions you give will be delivered to the payee's financial institution on the day that ANZ processes them except where:
  - ANZ is not obliged to process your instructions;
  - there is a technical failure; or
  - there is a delay or error in accepting the instructions caused by the financial institution to which the transfer is to be made; or
  - the instructions are for a transfer by way of an international draft or telegraphic draft.

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

- ANZ will send the draft by post to the delivery address notified by you;
  - You acknowledge that it is your responsibility to forward the draft to the intended recipient.
- (c) ANZ cannot control (and is 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.
- (d) Once ANZ processes your transfer instruction, ANZ is 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.
- (e) If the transfer is to be made from a credit card, it will be treated as a cash advance and interest and fees may apply.

#### **(9) Processing instructions – BPAY®**

- (a) ANZ is a member of the BPAY® Scheme. This is an electronic payments scheme through which ANZ can be asked to make payments on your behalf to billers. ANZ will tell you if it ceases to be a member of the BPAY® Scheme. For the purposes of the BPAY® Scheme, ANZ may also be a biller.
- (b) You must comply with the terms and conditions for the account which you ask ANZ to debit a BPAY® (to the extent that those terms are not inconsistent with or expressly overridden by these Conditions of Use).
- (c) To make a BPAY® the following information must be given to ANZ:
- your CRN and password or Telecode;
  - the biller code from the bill;
  - your customer reference number (e.g. your account number) with that biller;
  - the amount you want to pay; and
  - the account from which you want the payment to be made.
- (d) Once this information is provided, ANZ will treat your instructions as valid and will debit the relevant account. ANZ will not be obliged to effect a BPAY® instruction if it is not made in accordance with these Conditions of Use or if the information given is incomplete and/or inaccurate.

- (e) Limits apply to your use of BPAY® on both a per transaction and daily limit (per CRN) basis. Separate daily limits apply for BPAY® Tax Payments, independent of the general BPAY® limits. For more information on available limits see [www.anz.com](http://www.anz.com).
- (f) Subject to the 'Processing Instructions' conditions set out above:
- any BPAY® made by you will be processed on the day you tell ANZ to make that BPAY® if ANZ receives your instructions before 6pm Sydney time on a Banking Business Day (ANZ's cut-off time);
  - BPAY® instructions received after 6pm Sydney time on a Banking Business Day, or on a day that is not a Banking Business Day, will be processed on the next Banking Business Day.
- (g) A delay may occur in processing a BPAY® where:
- there is a public or bank holiday on the day after you tell ANZ to make a BPAY®;
  - you tell ANZ to make a BPAY® after ANZ's cut-off time; or
  - another participant in the BPAY® Scheme, such as another financial institution or a biller does not process a payment as soon as it receives details of the payment or does not otherwise comply with its obligations under the BPAY® Scheme.
- (h) While it is expected that any such delay will not continue for more than one Banking Business Day, it may continue for a longer period.
- (i) ANZ will attempt to ensure a BPAY® is processed promptly by billers and other participants in the BPAY® Scheme.
- (j) You should check your account records carefully and tell ANZ as soon as possible if you become aware of:
- a BPAY® which has been made from your linked account which was not authorised;
  - the possibility that you have been fraudulently induced to make a BPAY®; or
  - any delay or mistake in processing of your BPAY®.
- (k) If ANZ is advised by a biller that it cannot process your BPAY® ANZ will:
- advise you of this;
  - credit your account with the amount of that BPAY®; and
  - tell you how ANZ can assist you, if possible, in making the payment as soon as possible.

- (l) You are not authorised to give a biller code to any person in order to receive payments owing to you. Biller codes may only be used by authorised billers to receive payment of bills issued by that biller. The terms and conditions of use of BPAY® will not apply to any use by you of biller codes in this way.

### **(10) Short Message Service (SMS)**

You agree that, by registering for ANZ Mobile Phone Banking, ANZ may send SMS' to your nominated mobile device. ANZ is not liable for any loss or damage you suffer as a result of any person other than you accessing those SMS.

### **(11) Card Validity**

- (a) Your card remains ANZ's property at all times.
- (b) A card must be signed immediately by the person in whose name it has been issued and must only be used within the 'valid from' and 'valid thru' dates shown on the card. For security reasons you must, as soon as the card expires, destroy it by cutting it (including an embedded microchip on the card) diagonally in half.

### **(12) Lost or stolen cards, Password, PIN or Telecode**

- (a) If you report that a card has been lost or stolen the card will be cancelled as soon as the report is made.

You must not use the card once the report is made.

If you recover the lost or stolen card, you must destroy the card by cutting it (including an embedded microchip on the card) diagonally in half and return it to an ANZ branch as soon as possible.

- (b) You must make a report to ANZ (and the relevant third party, if a third party issued the username, password, PIN or card to you) immediately you become aware or suspect that your password, username, PIN, CRN or Telecode is disclosed or used without your authority, or lost. You must not then continue to use your password, username, PIN, CRN or Telecode. ANZ will cancel it and arrange for you to select a new username, password, PIN or Telecode, or to be provided with a new CRN.
- (c) The best way to make the report is to call ANZ on the telephone numbers listed at the front of this booklet. If ANZ's telephone reporting service is unavailable, you must report the loss, theft or misuse to any ANZ branch. Your account terms and conditions outline how you can make a report if ANZ's telephone reporting service is unavailable or you are overseas.

### **(13) Cancellation of Cards or Electronic Access**

- (a) ANZ may cancel any card, CRN or electronic access:
- without prior notice if:
    - › ANZ believes that use of the card or electronic access may cause loss to the account holder or to ANZ;
    - › the account is an inactive account;
    - › all the accounts which the card may access have been closed;
    - › the account has been overdrawn; or
  - on giving you not less than three months written notice.
- (b) ANZ may also at any time suspend your right to participate in the ANZ BPAY® Scheme.
- (c) The account holder may cancel a card at any time by sending ANZ a written request or by calling ANZ on the relevant number listed at the front of this booklet. ANZ may require written confirmation. The card must be cut diagonally in half (including an embedded microchip on the card) and returned to ANZ.
- (d) You can request ANZ to de-register you from ANZ Internet Banking at any time by Securemail or by calling the relevant number listed at the front of this booklet.

### **(14) Withdrawal of Electronic Access**

- (a) ANZ may withdraw your electronic access to accounts (including by BPAY®) without prior notice if:
- electronic equipment malfunctions or is otherwise unavailable for use;
  - a merchant refuses to accept your card;
  - any one of the accounts is overdrawn or will become overdrawn, or is otherwise considered out of order by ANZ;
  - ANZ believes your access to accounts through electronic equipment may cause loss to the account holder or to ANZ;
  - ANZ believes that the quality or security of your electronic access process or ANZ's systems may have been compromised;
  - all the accounts which you may access using ANZ Phone Banking or ANZ Internet Banking have been closed or are inactive or the account you have nominated for ANZ Mobile Phone Banking fees and charges to be charged to is closed; or
  - ANZ suspects you of being fraudulent or engaging in inappropriate behaviour unless this is prohibited by law.

- (b) ANZ may at any time change the types of accounts that may be operated, or the types of electronic transactions that may be made through particular electronic equipment.

### **(15) Password, PIN and Telecode Security**

- (a) You must keep your password, PIN and Telecode 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 Telecode 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.*

- (b) You must not:

- disclose your password, PIN or Telecode to any other person;
- allow any other person to see you entering, or overhear you providing, your password, PIN or Telecode;
- record your password, PIN or Telecode on your card or on any article carried with or placed near your card that is liable to loss, theft or abuse at the same time as your card (unless your password, PIN or Telecode is reasonably disguised);

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

- (c) To assist you, ANZ publishes security guidelines. A copy of the current guidelines is available at [www.anz.com](http://www.anz.com).

## ***Unauthorised transactions***

### **(16) 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 card, password, PIN or Telecode that occur before you have received or selected the card, password, PIN or Telecode (including a reissued card, password, PIN or Telecode);
- 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 card has been misused, lost or stolen or that the security of your password, PIN or Telecode has been breached; or
- result from an unauthorised transaction if it is clear that you have not contributed to the losses.

### **(17) When the account holder is liable**

- (a) If ANZ can prove on the balance of probability that you contributed to the loss arising from the unauthorised transaction:
- through your fraud;
  - subject to the terms of any account services provided or referred to you by ANZ, by voluntarily disclosing a password, PIN or Telecode to anyone, including a family member or friend;
  - by keeping a record of the password, PIN or Telecode (without making any reasonable attempt to disguise it):
    - (i) on the card or with the CRN;
    - (ii) on any article carried with the card or the CRN; or
    - (iii) which may be lost or stolen at the same time as the card or CRN;
  - by using your birth date or an alphabetic code which is a recognisable part of your name as a password, PIN or Telecode; or
  - by otherwise acting with extreme carelessness in failing to protect the security of your password, PIN or Telecode, the account holder is liable for the actual losses which occur before ANZ is notified of the loss or disclosure of your password, PIN or Telecode;
  - by failing to secure your mobile device or leaving your mobile device logged into ANZ Mobile Phone Banking.
- (b) Where you must use more than one of your passwords, PINs or Telecodes to perform an ANZ Internet Banking transaction, and you voluntarily disclose, or keep a record of, one or more of them (but not all of them) the account holder will only be liable under this clause if the disclosure or record was the dominant contributing cause of the losses.
- (c) If, after you become aware of the loss, theft or breach of the security of your password, PIN, Telecode or card, you unreasonably delay notifying ANZ, the account holder will be liable for losses incurred between:

- the time you first became aware of any of the events described above, or in the case of 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.

(d) However, you are not liable for any loss:

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

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

- \$150 (unless the account is used for business purposes); or
- the actual loss at the time ANZ is notified of the loss, theft or unauthorised use of the card or that the security of the password, PIN or Telecode has been breached (but not any loss incurred on any one day if the amount is greater than the daily transaction limit or other periodic transaction limit (if any)); or
- the balance of the account, including any prearranged credit from which value was transferred in the unauthorised transaction.

### **(18) Additional Protection: Visa – Zero Liability**

- (a) Subject to sections 14 and 15 under ‘Unauthorised Transactions’, you will not be liable for unauthorised transactions on a Visa card.
- (b) If you notify us of an unauthorised transaction(s), within 5 business days we will provide provisional credit to you to the value of the unauthorised transaction unless your prior account history is unsatisfactory or if the nature of transactions justifies a delay in crediting your account.



## **(19) Equipment Malfunction**

- (a) ANZ is 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.
- (b) However, if you were aware or should have been aware that the equipment, including your mobile device with respect to ANZ Mobile Phone Banking, was unavailable for use or malfunctioning, ANZ's responsibility will be limited to correcting errors in the account and refunding any charges or fees imposed as a result.
- (c) You are solely responsible for your own PC anti-virus and PC and mobile device security measures, and those of any authorised user, to help prevent unauthorised access via ANZ Internet Banking or ANZ Mobile Phone Banking to your transactions and linked accounts.

## ***Liability Under the BPAY<sup>®</sup> Scheme***

### **(20) General**

You should note that:

- if you advise ANZ that a BPAY<sup>®</sup> made from a linked account is unauthorised, you should first give ANZ your written consent to obtain from the biller information about your account with that biller or the BPAY<sup>®</sup> payment, (including your CRN) as ANZ reasonably requires to investigate the BPAY<sup>®</sup>. This should be addressed to the biller who received the BPAY<sup>®</sup>. If you do not do this, the biller may not be permitted by law to disclose to ANZ the information ANZ needs to investigate or rectify that BPAY<sup>®</sup> payment;
- if you discover that the amount you instructed ANZ to pay was less than the amount you needed to pay, you can make another BPAY<sup>®</sup> for the shortfall. If you cannot make another BPAY<sup>®</sup> for the shortfall because the shortfall amount is less than the minimum amount the biller will accept, you can ask ANZ to arrange for a reversal of the initial payment. You can then make a second payment for the correct amount. If you discover that the amount you instructed ANZ to pay was more than the amount you needed to pay, you can ask ANZ 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.

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

- (a) Where you use your account for personal purposes, ANZ's liability under the BPAY® Scheme is as set out under 'Unauthorised Transactions'.
- (b) Where you use your account for business purposes, ANZ will not be liable to you under the BPAY® Scheme except in the circumstances set out in this clause.

## **(22) BPAY® payments**

Except where a BPAY® payment is an Unauthorised Payment, a Fraudulent Payment or a Mistaken Payment, BPAY® payments are irrevocable. No refunds will be provided through the BPAY® Scheme 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.

## **(23) Unauthorised Payments**

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

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

## **(24) Fraudulent Payments**

If a BPAY® is induced by the fraud of a person involved in the BPAY® Scheme, 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 BPAY® Scheme 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.

## **(25) Mistaken Payments**

- (a) If you discover that a BPAY® 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, ANZ will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and ANZ cannot recover

the amount of that payment from the person who received it within 20 Banking Business Days of ANZ attempting to do so, you must pay that amount to ANZ.

- (b) 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.

### **(26) Consequential loss**

ANZ is not liable for any consequential loss or damage you suffer as a result of using the BPAY® Scheme, other than due to any loss or damage you suffer due to ANZ's 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.

### **(27) Indemnity**

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

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

### **(28) Changes to the Electronic Banking Conditions of Use**

ANZ can change the Electronic Banking Conditions of Use at any time. ANZ 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.

BPAY® and BPAY VIEW™ are registered to BPAY Pty Ltd  
ABN 69 079 137 518

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

