

# ANZ Consumer Lending Products

TERMS AND CONDITIONS | 09.13  
SAMOA EDITION



# Introduction

## References to ANZ

In these Terms and Conditions, 'we', 'us', 'our' and 'ANZ' refers to ANZ Bank (Samoa) Limited.

## Read your product terms and conditions

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

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

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

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

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

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

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

## How to use this booklet

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

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

## General enquiries

If you have any general enquiries about this booklet, or the terms and conditions contained within it, or simply need more information about any ANZ account, please ask at any ANZ branch or phone our Customer Service Centre on +685 69999 from 8am-5pm on business days. Alternatively you might also find the information on [www.anz.com/samoa](http://www.anz.com/samoa).

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

- Home Loans
- Overdraft Facility
- Investment Home Loans
- Personal Loans
- Small Loans
- Personal Lines of Credit.

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

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

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# Section 1: General Conditions

## 1.1 Definitions

The following definitions apply unless otherwise stated:

- **'Acceptance Period'** means the period described as such in your Letter of Offer.
- **'accrued interest'** means interest which ANZ is entitled to charge, but that has not yet been debited to your account.
- **'Agreement', 'contract' or 'credit contract'** means your Letter of Offer, these Terms and Conditions, and any special conditions accompanying your Letter of Offer or otherwise agreed in writing by you and ANZ, or as incorporated pursuant to the Terms and Conditions.
- **'annual percentage rate'** means the interest rate/s applicable to your loan or facility, as set out in your covering Letter of Offer (but subject to change as described in the Letter and these Terms and Conditions).
- **'ANZ Group Member'** means ANZ and each of its branches, representative offices, regional offices, subsidiaries, affiliates, related entities, employees, officers and agents, in any country.
- **'ANZBGL'** means Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) and its transferees, successors and assigns.
- **'ANZ Internet Banking'** means banking services provided via the Internet and accessible at [www.anz.com/samoa](http://www.anz.com/samoa).
- **'ANZ Phone Banking'** means an automatic telephone banking system, which utilises voice prompts to guide the customer in conducting routine banking transactions.
- **'business day'** means any day from Monday to Friday (excluding public holidays), on which ANZ is open for business in at least one of its branch locations in Samoa.
- **'CRN'** means the customer registration number issued by ANZ to you.
- **'date of advance'** means, for full sum advance loans, the date all or any of the loan is first advanced. For progressively drawn loans, it means the date on which any part of the loan is first advanced.



- **'date of disclosure'** means the date of disclosure specified in your Letter of Offer.
- **'disruption to service'** means that a service is temporarily unavailable, or that a system or equipment fails to function in a normal or satisfactory manner.
- **'event of default'** is defined in Section 1.11 of these Terms and Conditions.
- **'Guarantor'** means a person (other than you) who has given, gives or is to give a security for the purpose of securing any loan or facility provided to you and includes that person's executors, administrators, successors and transferees.
- **'Interest Only Period'** means the period described as such in your Letter of Offer.
- **'Late Payment Fee'** means the fee described as such in your Letter of Offer.
- **'law'** means any law, legislation, regulation, proclamation, ordinance, by-law, rule, instrument, official directive, ruling, order or notice of any court or government body, circular, code of practice, code of conduct, prudential requirement or licensing requirement, in any country.
- **'Letter of Offer'** means the letter of offer provided by ANZ and accepted by you, which covers your loan or facility.
- **'loan'** and **'facility'** means an ANZ Housing Loan, Fully Drawn Advance, Personal Loan, or such other loan or facility provided by ANZ, the terms of which are described in your Letter of Offer.
- **'Local Transfer Processing Day'** means any day from Monday to Friday that is not a public holiday in Samoa.
- **'material adverse change'** is defined in Section 1.11 of these Terms and Conditions.
- **'PIN'** means personal identification number and includes an action number.
- **'PPS'** means personal property securities or secured transactions legislation.
- **'scheduled balance'** means the loan balance that your loan would have had, if you only ever paid the minimum repayments as they fell due on your loan.
- **'Securemail'** means the electronic messaging system which enables communications to be sent to or from ANZ as part of ANZ Internet Banking.

- **'security'** means any:
  - (a) security for the payment of money or performance of obligations, including a mortgage, charge, security interest, lien, pledge, trust or title retention or flawed deposit arrangement; or
  - (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
  - (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
  - (d) third party right or interest, or any right arising as a consequence of the enforcement of a judgment, or any agreement to create any of them or allow them to exist;
    - or any agreement to create any of them or allow them to exist.
- **'Terms and Conditions'** means the terms and conditions described in this booklet.
- **'you'** includes any of the persons accepting the offer in your Letter of Offer.

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

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

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

### 1.3 Annual Percentage Rate (Interest Rate)

#### Interest rates can change

**Variable** reference rates (or Index rates) can be changed at any time including the period between the date of disclosure (set out in your Letter of Offer) and the date of drawdown.

**Fixed** reference rates can also be changed at any time before drawdown, but not once the loan has been drawn and the fixed interest rate period has started.

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

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

#### Notifying you of changes

If there is a change in the reference rate or interest rate margin that applies to your loan or facility, you will be notified no later than the date on which the change takes effect, by notice in writing or advertisement published in a national newspaper.

Details of the change will also appear on your next statement. For further information in respect of other changes that may be made in respect of interest rates, refer to Section 1.20 below.

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

- ANZ Home Loan +685 69999, 8am - 5pm Monday - Friday; or +685 7799999 including after office hours.
- ANZ Personal Loan Servicing and Maintenance on +685 69999 8am - 5pm weekdays.

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

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

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

- during normal opening branch hours on business days;
- before 4pm on business days for funds transfers made through ANZ Phone Banking or ANZ Internet Banking.

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

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

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

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

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

## **1.5 How fees and charges are payable**

Fees and charges are payable in the following manner:

- for continuing credit facilities, they will be added to the unpaid daily balance and accrue interest at the same rate, and in the same manner, as advances;
- for loans, during any Interest Only Period, they will be debited to your nominated ANZ account on the day they are due; and
- in all other situations, they will be debited to your nominated ANZ account on the day they are due. Where you have not nominated an account, they will be debited to your loan. Any fee debited to your loan which is not paid immediately will be added to the unpaid daily balance and accrue interest at the same rate as the principal.

When a fee is charged in arrears and your loan or facility is repaid or terminated before the fee is due to be charged, ANZ can charge this fee on a pro-rata basis to cover the period up to the date of repayment or termination.

Information on current bank fees is also available via [www.anz.com/samoa](http://www.anz.com/samoa), any ANZ branch or by calling the Customer Service Centre +685 69999, Home Loan Mobile number +685 7799999, 7 days a week.

## 1.6 Changes to fees and charges

ANZ can do the following:

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

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

## 1.7 Government charges

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

## 1.8 Security

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

- if ANZ is holding any existing security/ies at the date of disclosure, and you accept your Letter of Offer, you agree to that security also being held by ANZ as security for the new loan or facility;
- security documents are prepared on ANZ's normal security forms. If special circumstances exist, or if ANZ considers it necessary, these forms will be changed or new securities will be drafted to ensure there is effective security;
- if changes to securities or new security items are prepared outside ANZ, you must pay to ANZ any reasonable external fees which are incurred. You can ask for a quote or an estimate and the fees will be payable on the date they are invoiced to ANZ;
- you can obtain copies of ANZ's normal security documents through any ANZ branch before you accept any loan or facility offer;
- ANZ must be satisfied with the title and the security documents before it will provide any credit.

You must pay any applicable stamp duty and registration fees by the date your loan is advanced or the date that the facility starts. You may also need to pay government fees and stamp duty when any security you are providing is discharged. In addition you may also need to pay any other costs required by any legislative or regulatory provision in order for the securities to be effected (such as transfer fees, custom owner fees, land rents etc), as the registration can not proceed without these being met. Please refer to your Letter of Offer for details.

### Costs of further steps

Everything you are required to do under this section is at your expense. You agree to pay or reimburse the reasonable costs of ANZ in connection with anything you are required to do under this section.

Costs of ANZ for the purposes of this section include for example:

- ANZ's charges and commissions;
- expenses;
- fees;

- costs incurred in connection with professional advisors including legal costs (calculated on a full indemnity basis) for this loan or facility or any security for it; and
- taxes and duties (for example stamp duty).

### **PPS further steps**

If ANZ reasonably considers that your Letter of Offer or security document (or a transaction in connection with it) is or contains a security interest for the purposes of PPS, you agree to do, and you agree to ensure each Guarantor, does anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which ANZ asks and considers reasonably necessary for the purposes of:

- (a) ensuring that the security interest is enforceable, perfected and otherwise effective; or
- (b) enabling ANZ to apply for any registration, or give any notification, in connection with the security interest so that the security interest has the priority required by ANZ; or
- (c) enabling ANZ to exercise rights in connection with the security interest.

### **1.9 Insurance**

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

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

It is your responsibility to ensure that the required minimum level of cover as set from time to time is maintained throughout the term of the loan or facility. The costs of all premiums will be for your account and ANZ may pay the premiums (but shall at all times not be under the liability to) on your behalf. You shall at all

times be liable to pay the premiums notwithstanding that any earlier payments may have been made by ANZ on your behalf.

Should you fail to provide ANZ with renewed certificate of currency within 7 days from its expiry date, ANZ may, after giving you a 7 day notice to comply, debit your account for the insurance premium due to be paid.

### **1.10 Trusts**

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

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

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

In this paragraph, "**you**" includes any one of the persons accepting the loan or facility offer.

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

An event of default occurs:

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



**‘Material adverse change’** includes but is not limited to your death, termination of your employment, enforcement proceedings by any creditor against you or any property mortgaged as security for the loan or facility, any reduction in value of property mortgaged to ANZ as security for this loan or facility, any insurance over the mortgaged property is cancelled or declined, any information supplied by you to ANZ in connection with the loan or facility or any security for the loan or facility being untrue or incorrect, or a material adverse change to the effectiveness or priority of any security granted by you or a guarantor for this loan or facility.

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

However, ANZ will not give you such notice, or wait 30 days to allow you to remedy the default, and all principal, interest and other money owing in respect of this loan or facility will become immediately repayable without notice, if:

- ANZ believes, on reasonable grounds, that it was induced by fraud on your part to enter into the loan or facility; or
- ANZ has made reasonable attempts to locate you, but without success; or
- a court authorises ANZ to require immediate repayment without giving such a notice; or
- goods are mortgaged or otherwise given to ANZ as security for the loan or facility, and ANZ believes on reasonable grounds that they have been or will be removed or disposed of without ANZ’s permission; or
- ANZ believes on reasonable grounds that urgent action is necessary to protect property that is mortgaged as security for the loan or facility.

### **1.12 Enforcement expenses**

If you breach the loan or facility or any security required under it, you will be required to pay expenses reasonably incurred by ANZ in enforcing or preserving its rights under the loan or facility, or the security. These expenses include those incurred by ANZ in preserving or maintaining property secured, collection expenses and expenses resulting from dishonour of a cheque or payment. Enforcement

expenses resulting may be debited in the same way as other fees and charges.

### **1.13 Joint and several liability**

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

### **1.14 Disclosure of financial information**

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

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

If so, you may be charged:

- a fee equal to the cost of the valuation which ANZ must pay for employing an external valuer. This will be payable by you on the date it is invoiced to ANZ. It can be debited to your account on that date; or
- a valuation administration fee. This fee is payable for administration costs incurred when a valuation or price estimate is required by ANZ in connection with each security for a loan, change to security or guarantors as set out in your Letter of Offer. This will be payable by you on the date of advance or when the change is requested.

### **1.15 Privacy and confidentiality – ANZ’s collection, use and disclosure of personal information**

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

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

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

- (a) to provide information about a product or service;
- (b) to consider your request for a product or service;

- (c) to provide you with a product or service;
- (d) to tell you about other products or services;
- (e) to perform internal administrative, operational and technology tasks (including technology infrastructure maintenance and support, application maintenance and support, risk management, systems development and testing, credit scoring, staff training and market, customer satisfaction research and business continuity management);
- (f) to prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);
- (g) as may be required under laws and/or by agreements with government agencies or revenue authorities, whether inside or outside of the country where your facility/ies is provided and held with us, to make inquiries about your tax status; and
- (h) as required by relevant laws and external payment systems, whether inside or outside of the country where your facility/ies is provided and held with us.

### **Absence of relevant personal information**

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

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

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

- (a) any ANZ Group Member;

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

### **1.16 Statements**

ANZ will provide a statement for the loan or facility to every party to that loan or facility, or to a person nominated in writing signed by each party to the loan or facility, at least once every six months, and more often if either you or ANZ require. A fee may be charged if you require:

- duplicate copies of statements to be produced;
- replacement copies of statements to be produced;
- or
- a certificate of balance to be issued.

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

## 1.17 Notices

### How ANZ gives you notice

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

ANZ can send a written notice, statement or demand for payment to you by sending it by post, facsimile or similar facility to your residential or business address or by leaving it at that address. ANZ can use the last address it has recorded for you. If you change your name or address, you must let ANZ know as soon as possible. If there is more than one person who is party to this loan or facility, any notice, statement or demand will be given to each one of you at your residential or business address.

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

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

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

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

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

A notice that you give to ANZ must be signed by you or by your authorised representative unless otherwise agreed in writing with ANZ. You may give ANZ a notice by handing it in at any of our branches or by posting it to ANZ's address, as detailed at the back of this document. Your notice will be deemed to be received by ANZ when ANZ receives it.

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

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

Acknowledgement of your notice may be given by ANZ in writing, in person, facsimile transmission, email or telephone.

You authorise ANZ to record electronically any conversations between you and ANZ and such recording or transcripts of recordings may be produced as evidence in any proceedings.

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

ANZ may, without telling you or obtaining your consent:

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

### 1.19 Waiver

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

In particular:

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

### 1.20 Changes to terms and conditions

To the maximum extent permitted by law, ANZ can vary any of the following:

- the dates on and frequency with which interest will be charged or debited, and the method of calculating interest. However, no such change will be made during any fixed interest rate period;
- the manner in which interest is to be paid or charged;
- the name of any reference rate;
- the amount, method of calculation, frequency, manner of payment and number of the repayments, together with the dates on which they are to be paid;
- the excess interest rate which applies to the loan or facility if the credit limit is exceeded; and
- the minimum amount that can be withdrawn from a continuing credit facility.

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

### 1.21 Availability of funds

Before any funds are made available you must:

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

- complete a disbursement order, if this is required by your Letter of Offer;
- meet any other requirements as set out in your Letter of Offer; and
- meet any other condition precedent as detailed in your Letter of Offer.

ANZ must also be satisfied that:

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

### **1.22 Accepting your Letter of Offer**

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

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

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

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

### **1.23 Disruption to service**

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

To the maximum extent permitted by law, ANZ will not be liable for any loss or damage, including consequential loss or damage, suffered because of a



disruption to service. This disclaimer of liability does not apply to electronic banking transactions (see the section at the end of this booklet about the conditions which apply to those transactions). This disclaimer is in addition to, and does not restrict, any other provisions contained in these Terms and Conditions which limit ANZ's liability.

### **1.24 Withholding**

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

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

### **1.25 Changes in Government Requirements**

This section applies if:

- (a) after the date of your Letter of Offer, there is:
  - (i) a change in government requirement or a new government requirement (whether or not having the force of law);
  - (ii) a change in a tax or a new tax (for the purposes of this section 'tax' includes duties but does not include a tax on ANZ's net income in the normal course of ANZ's business); or
  - (iii) a change in the interpretation of a government requirement or a tax that affects loans or facilities of the kind contemplated in your Letter of Offer; and

- (b) its effect is, in ANZ's opinion, directly or indirectly;
  - (i) to increase the cost to ANZ of providing or maintaining the loan or facility or of providing funds under it;
  - (ii) to reduce the effective rate of return to ANZ (whether on capital, assets, deposits or otherwise) on the loan or facility. For the purposes of this section 'tax' includes duties but does not include a tax on ANZ's net income in the normal course of ANZ's business; or
  - (iii) to require ANZ to make a payment or to forgo or suffer a reduction in a return on or calculated by reference to any amount payable to it under this Agreement; and
- (c) in that event, you agree to pay to ANZ, on demand, the amount calculated by ANZ as necessary to compensate ANZ for the increase in cost or reduction in rate, attributable directly or indirectly to the changes set out in sub-section a above. The amount payable will be calculated by ANZ from the day when it first incurred the costs or suffered the reduction.

### **1.26 Changes in the law**

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

Such a situation could arise because of:

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

### 1.27 Market disturbance

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

(a) the relevant funds are not readily available to ANZ;  
or

(b) adequate and fair means do not exist for  
ascertaining the interest rate for the loan or facility;

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

### 1.28 Law and jurisdiction

(a) The Agreement is governed by the law in force in the jurisdiction where ANZ's office is shown in your Letter of Offer.

(b) In relation to any proceedings about or in connection with your loan or facility or any security, ANZ, you and the Guarantor (where applicable) agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under that law.

(c) When an action is commenced in the jurisdiction where ANZ's office is shown in your Letter of Offer, it is agreed that no party shall object to such procedures and rules employed by the courts of that jurisdiction for hearing any action raised and that no references shall be made to laws and procedures emanating from a foreign court. For this purpose, all notices, services of writs, summons or court documents relating to proceedings shall be deemed served if served on the address of the party indicated in this Agreement or at the last known address indicated. This section shall not prejudice the right of parties to effect service by other means permitted by law.

## 1.29 Force Majeure

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

## 1.30 Financial services dispute resolution schemes

### Making a complaint

If ANZ makes a mistake, or ANZ's service doesn't meet your expectations, ANZ wants to know. For the fastest possible resolution to your complaint call ANZ on (685 69999), or talk to staff at your local ANZ branch.

Alternatively you may also send a letter to the ANZ Branch Manager:

C/- Branch Manager  
Beach Road  
P O BOX L1855  
Apia SAMOA  
Email: [wscustadv@anz.com](mailto:wscustadv@anz.com)

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

If it cannot be resolved in 48 hours, ANZ's Customer Advocate, at our Customer Service Centre, will take responsibility and work with you to fix the matter quickly. ANZ's aim is to resolve all customer complaints within ten 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  
Beach Road  
P O BOX L1855  
Apia SAMOA  
Email: [wscustadv@anz.com](mailto:wscustadv@anz.com)  
Phone: +685 69999  
Fax: +685 24595

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

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

### **1.32 Anti-Money Laundering and sanctions**

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

- (3) Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement. If you are acting on behalf of another party (such as a trustee), you agree to provide the details of the beneficial owner of the funds to ANZ, as may be required by ANZ from time to time.
- (4) You declare and undertake to ANZ that the processing of any transaction by ANZ in accordance with your instructions will not breach any laws.

### **1.33 Indemnity**

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

### **1.34 APS222 disclosure**

ANZ is a subsidiary of ANZBGL, which is incorporated in Australia. ANZ is incorporated and licensed in Samoa with limited liability. ANZ is not an authorised deposit taking institution within the meaning of the laws of Australia. Deposits or liabilities with ANZ are not deposits or other liabilities of ANZBGL and ANZBGL is not required to meet the obligations of ANZ.

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

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

### **1.36 Loan purpose**

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

### **1.37 Loan disbursement**

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

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

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

### **1.38 Drawdown confirmation**

The annual percentage rate which initially applies to your loan will be determined at drawdown and confirmed in writing afterwards.

### **1.39 Specific obligations**

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

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

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

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

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

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

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

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

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

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

Interest is calculated on the unpaid daily balance of your loan. The rate applied each day is equal to your annual percentage rate applicable at the time, divided by 365. Your Letter of Offer advises how frequently interest will be debited, but you also need to be aware that:

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

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



## 1.41 Loan repayments

### Repayments of principal and interest

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

- by Standing Order from your nominated ANZ account;
- by deposit using a deposit slip; or
- by standard order or automatic payment from another financial institution.

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

### Repayments during interest only periods

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

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

## 1.42 Changes to repayments of principal and interest

### Changes to repayment amounts before drawdown

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

### Variable Interest Rate Loans

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

ANZ changes its variable interest rate from time to time to reflect its view of market conditions. This means that the annual interest rate for your loan can be increased or decreased by ANZ from time to time.

ANZ advertises its variable interest rate in a newspaper circulating throughout Samoa at least once each month. Currently it is advertised on the second Tuesday of each month in the Samoa Observer, but this may change from time to time at ANZ's discretion without notice to you.

When there is a change in the variable interest rate, ANZ will advertise the new rate or notify you in writing before it begins to apply to your loan. If the interest rate change is notified to you by advertisement, a note recording the change and the new rate will be shown on the next statement which is issued for your loan account.

You can also find out the annual interest rate for your loan at any time by asking at any ANZ branch in Samoa.

If a change in interest rate occurs ANZ will notify you in writing no later than the day on which the change takes effect. After any increase in your interest rate, ANZ can increase your repayments so they are sufficient to pay out the scheduled balance of your loan within the agreed term. ANZ will not automatically do this every time an interest rate change occurs.

A change in your credit rating (as determined by ANZ) will be grounds to alter the interest rate applicable to this loan.

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

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

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

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

#### **1.45 Late Payment Fee**

The Late Payment Fee is payable on:

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

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

- 30 days or more for Home Loans, and Residential Investment Loans;
- 5 days or more for Personal Loans, Student/ Graduate Loans and Balance Transfer loans.

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

## Loans for construction purposes:

### 1.46 Date of first advance (progressively drawn loans)

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

### 1.47 Progress payments

Progress payments will only be advanced if:

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

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

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

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

### 1.48 Restriction on advances for construction loans

If the purpose(s) of your loan includes the construction of a residence, then, in addition to the other restrictions on advances set out in Section 1.21 'Availability of funds', no part of the loan will be advanced to finance the construction of any residential building until you have given ANZ a copy of the following documents:

- a signed and enforceable fixed price contract for the construction of a residence entered into by you and a reputable licensed builder;

- plans approved by the relevant body for the construction of that residence; and
- the builder's current Builder's Risk Insurance Policy (or equivalent form of insurance) or other documentation as agreed by ANZ confirming such insurance is current.

### **1.49 Valuations and surveys**

ANZ may require a valuation or survey of the property before any progress payment is made. If a survey is required, you must make this available to ANZ and pay any related costs.

If a valuation is required you may be charged:

- a time based valuation fee if the valuation is completed by an ANZ employee, or the actual valuation cost if it is carried out by an external valuer. All external valuation fees are payable on the date they are invoiced to ANZ and may be debited to your account; or
- a valuation administration fee. This fee is payable for administration costs incurred when a valuation or price estimate is required by ANZ in connection with each security for a loan, change to security or guarantors as set out in your Letter of Offer. This fee is payable on the date of advance or when the change is requested.

## **Loans during a fixed interest rate period**

### **1.50 How interest is calculated during the fixed interest rate period for Interest-in-Advance loans**

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

When making this calculation, ANZ assumes that:

- (a) the outstanding loan balance at the commencement of the interest cycle will be the same as the outstanding loan balance at the time that it calculates the amount of the interest in advance charge (the “assumed loan balance”);
- (b) the assumed loan balance will remain outstanding throughout the interest cycle; and
- (c) the applicable fixed annual percentage rate will not change throughout the interest cycle.

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

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

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

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

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

- before the termination date for any reason; or
- because ANZ gives you notice under section 1.11, you agree to pay ANZ (if demanded) the Early Repayment Fee set out in the Fees Booklet.

## Section 2: Electronic Banking Conditions of Use

### 2.1 Conditions of Use

This section applies to all electronic transactions except those where your signature may also be required.

Unless the account services are provided or referred to you by us, we do not authorise, promote or endorse the use of account services offered by third parties to access your ANZ accounts (including account aggregation services, such as may be provided by other financial institutions).

### 2.2 Transaction limits

ANZ may change or impose limits on the amount of funds that are made available through electronic terminals, over any specific period of time for transactions that require the use of an ANZ Card and PIN. ANZ may also change such limits or impose new limits by giving you notice. Merchants and other financial institutions may also impose additional restrictions on transaction limits.

Unless you have made arrangements with ANZ for an increased or decreased limit, the daily ATM limit is \$1,000.00 SAT per ANZ Card. This means that you can use your ANZ Access Card to withdraw a total of \$1,000.00 SAT per day from the account(s) to which it is linked, provided your ANZ account(s) contain sufficient funds.

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

\* A day begins at 12.00.01am (Samoa time) and ends at 12:00.00am (Samoa time) on the same day.

### 2.3 How you can use ANZ Internet Banking

You can use ANZ Internet Banking to make transactions on your linked accounts, as set out in your account terms and conditions. You can also use ANZ Internet Banking to pay your bills. Details can be found out at [www.anz.com/samoa](http://www.anz.com/samoa).

## 2.4 Access levels for ANZ Phone Banking ANZ Internet Banking

Access Levels:

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

Account holders aged 12 to 15 years, adults who have a joint account with account holders aged 12 to 15 years, and account signatories (no agents can be appointed) to accounts held by customers aged 12 to 15 years may only have restricted access levels for ANZ Phone Banking and ANZ Internet Banking.

Only the account holder or account signatories can select an access level. The account holder or account signatories may authorise another person (an **'authorised user'**) to operate the account and that person may have a different access level to the account holder.

The account holder or account signatories may cancel or change any access level by sending a written request or Securemail to us, or phoning us on the relevant number listed at the back of this booklet.

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

## 2.5 Processing instructions – general

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

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

If you make a cash withdrawal from an account by making an electronic transaction and there is a

difference between the amount of cash received and the amount shown on the receipt, you must report this to ANZ and to the merchant (if applicable) as soon as possible. You can make your report to us by calling ANZ on +685 69999 8:00am – 5:00pm Mon - Fri.

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

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

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

You accept that:

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

An immediate transfer, local transfer or BillPay cannot be revoked or stopped once we receive your instruction. Future dated transfer, local transfer or BillPay instructions can only be revoked or changed if instructions to delete the transaction are given to us through ANZ Internet Banking before 4.30pm Samoa time on an ANZ working day (or in the case of a local transfer, prior to the Local Transfer Processing day) before the transaction is scheduled to occur. After this time, the instruction cannot be revoked.

## **2.6 Processing date**

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

- 3.00pm Monday to Thursday (excluding public holidays); and



- 4.00pm Friday (excluding public holidays).

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

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

Any ANZ Phone Banking and ANZ Internet Banking (other than a BillPay) instruction will generally be processed to your account on the same day we receive your instructions, if given before 4.30pm Samoa time Monday to Friday (except national public holidays). Any transaction made after this time may be processed on the following ANZ working day.

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

## **2.8 Processing instructions – local transfers and international services**

ANZ will generally process local transfer instructions:

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

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

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

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

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

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

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

## **2.9 Processing instructions – BillPay service**

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

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

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

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

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

Limits apply to your use of BillPay on both a per transaction and daily limit (per username) basis.

Subject to the processing instructions conditions set out above:

- any BillPay made by you will be processed on the day you tell us to make that BillPay, if we receive your instructions before 4.30pm Samoa time on a bank working day (ANZ's cut-off time); and
- BillPay instructions received after 4.30pm Samoa time on a banking working day, or on a day that is not a bank working day, will be processed on the next bank working day.

A delay may occur in processing a BillPay where:

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

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

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

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

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

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

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

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

## **2.10 Card validity**

Your card remains ANZ's property at all times.

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

## **2.11 Lost or stolen cards, password or PIN**

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

You must make a report to us (and the relevant third party, if a third party issued the username, password, PIN or card to you) immediately you become aware or suspect that your password, username or PIN is disclosed or used without your authority, or lost. You must not then continue to use your password, username or PIN. ANZ will cancel it and arrange for you to select a new username or PIN. The best way to make the report is to phone us on the numbers listed at the back of this booklet.

If our telephone reporting service is unavailable, you must report the loss, theft or misuse to any ANZ branch. This booklet outlines how you can make a report if our telephone reporting service is unavailable or you are overseas.

## **2.12 Lost and stolen card and PIN – while overseas**

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

- ANZ Access card (ATM/EFTPOS card) – we cannot provide an emergency replacement card and Pin until you return to Samoa.

### 2.13 Cancellation of cards or electronic access

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

- without prior notice if:
  - ANZ believes that use of the card or electronic access may cause loss to the account holder or to ANZ;
  - the account is an inactive account;
  - all the accounts which the card may access have been closed;
  - the account has been overdrawn (other than by use of the informal overdraft facility), or you have exceeded your agreed credit limit;
  - if we become aware that you do not meet, or cease to meet, our eligibility criteria for the card; or
- on giving you not less than three months written notice.

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

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

### 2.14 Withdrawal of electronic access

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

- electronic equipment malfunctions or is otherwise unavailable for use;
- a merchant refuses to accept your card;
- any one of the accounts is overdrawn or will become overdrawn (other than (if your account is an Equity Manager account) by use of the Informal Overdraft facility), or is otherwise considered out of order by ANZ;
- ANZ believes your access to accounts through electronic equipment may cause loss to the account holder or to ANZ;

- ANZ believes that the quality or security of your electronic access process or ANZ's systems may have been compromised;
- all the accounts which you may access using ANZ Internet Banking have been closed or are inactive; or
- ANZ suspects you of being fraudulent or engaging in inappropriate behaviour; unless this is prohibited by law.

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

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

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

***Warning:** You must not use your birth date or an alphabetical code, which is a recognisable part of your name as a password, or select a 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.*

### **Password and PIN**

You must not:

- disclose your password or PIN to any other person;
- allow any other person to see you entering, or overhear you providing, your password or PIN;
- record your password or PIN on your card or on 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 or PIN is reasonably disguised)
- choose a PIN which has an easily retrieved combination, for example repeated numbers or letters; and
- choose a PIN that is easily identified with you for example your birth date, car registration, telephone number or your name.

## Card security

You should:

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

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

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

### 2.16 Unauthorised transactions

#### (a) When the account holder is liable

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

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

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

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

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

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

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

#### **(b) When ANZ is liable**

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

- are caused by the fraudulent or negligent conduct of ANZ's employees or agents or companies involved in networking arrangements or of merchants or their agents or employees;
- relate to any forged, faulty, expired or cancelled part of the electronic access process;
- arise from transactions that require the use of any ANZ Card or PIN that occur before you have received or selected the ANZ Card or PIN;
- result from the same electronic transaction being incorrectly debited a second or more subsequent time to the same account;
- result from an unauthorised transaction that occurs after you have notified ANZ that any ANZ Card has been misused, lost or stolen or that the security of your PIN has been breached; or
- result from an unauthorised transaction if it is clear that you have not contributed to the losses.



## 2.17 Additional protection

### Visa – Zero liability

Subject to the section headed 'Unauthorised transactions' (section 2.16) you will not be liable for unauthorised transactions on a Visa credit card and

### ANZ Access Visa debit card

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

### MasterCard – Zero liability

Subject to the section headed 'Unauthorised transactions' (section 2.16) you will not be liable for unauthorised transactions on a MasterCard credit card or an ANZ access card.

## 2.18 Equipment malfunction

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

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

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

## 2.19 Liability under BillPay

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

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

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

ANZ is not liable for any loss or damage you suffer as a result of using the BillPay service, including any consequential loss or damage, save for any liability that arises under Section 2.16 above.

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

We can change the electronic Banking Conditions of Use at any time. We will give you 20 days prior written notice of any changes which:

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

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

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

## **2.22 Printed transaction records**

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

## **2.23 Third party services**

ANZ does not authorise, promote or endorse and shall not be responsible or liable in any way for the use of account services offered by third parties to access your ANZ accounts (including account aggregation services, such as may be provided by other financial institutions).

## **2.24 General**

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

You accept that:

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

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

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

## 2.25 EFTPOS

EFTPOS stands for Electronic Funds Transfer at Point of sale.

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

## 2.26 Maestro and Cirrus

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

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

### Fees and charges – Maestro and Cirrus

Transaction fees, overseas transaction fees and ATM operator fees apply for the use of Cirrus ATMs and Maestro EFTPOS overseas if the amount of the transaction is more than your available balance (including any approved overdraft limit) and we do not agree to provide the amount under the informal overdraft facility.

### Surcharges – Maestro and Cirrus

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

## Section 3: Information statement

### Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of yourself and your credit provider, ANZ Bank (Samoa) Limited.

It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact ANZ and if you still have concerns, contact ANZ's external dispute resolution scheme, or get legal advice.

## The Contract

### 3.1 How can I get details of my proposed credit contract?

ANZ must give you a pre-contractual statement containing certain information about your contract. The pre-contractual statement, and this document, must be given to you before:

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

### 3.2 How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to ANZ, you must be given a copy to keep.

Also, ANZ must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if ANZ has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to ANZ and ask for one. ANZ may charge you a fee. ANZ has to give you a copy:

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

### 3.3 Can I terminate the contract?

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

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

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

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

### **3.4 Can I pay my credit contract out early?**

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

### **3.5 How can I find out the pay out figure?**

You can write to ANZ at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

ANZ must give you the statement within 7 days after you give your request to ANZ. You may be charged a fee for the statement.

### **3.6 Will I pay less interest if I pay out my contract early?**

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

However, you may have to pay an early termination charge (if your contract permits ANZ to charge one) and other fees.

### **3.7 Can my contract be changed by ANZ?**

Yes, but only if your contract says so.

### **3.8 Will I be told in advance if ANZ is going to make a change in the contract?**

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for:
  1. a change in the way in which interest is calculated; or
  2. a change in credit fees and charges; or
  3. any other changes by ANZ; except where the change reduces what you have to pay or the change happens automatically under the contract.

### **3.9 Is there anything I can do if I think that my contract is unjust?**

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

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

## **Insurance**

### **3.10 Do I have to take out insurance?**

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

## **Mortgages**

### **3.11 If my contract says I have to give a mortgage, what does this mean?**

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

### **3.12 Should I get a copy of my mortgage?**

Yes. It can be part of your credit contract, or if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if ANZ has previously given you a copy of the mortgage document to keep.

### **3.13 Is there anything that I am not allowed to do with the property I have mortgaged?**

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

### **3.14 What can I do if I find that I cannot afford my repayments and there is a mortgage over property?**

See the answers in Sections 18 and 19 below.

Otherwise you may:

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

If ANZ will not give permission, you can contact ANZ's Customer Advocate for help. If you have a Guarantor, talk to the Guarantor who may be able to help you. You should understand that you may owe money to ANZ even after mortgaged property is sold.

### **3.15 Can ANZ take or sell the mortgaged property?**

To the extent permitted by law, ANZ may take or sell mortgaged property if you have not carried out all of your obligations under your contract.

### **3.16 If ANZ writes asking me where the mortgaged goods are, do I have to say where they are?**

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

### **3.17 When can ANZ or its agent come into a residence to take possession of mortgaged goods?**

Except when not required by law, ANZ can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing.

## General

### 3.18 What do I do if I cannot make a repayment?

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

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

### 3.19 What if ANZ and I cannot agree on a suitable arrangement?

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

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

### 3.20 Can ANZ take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact ANZ's Customer Advocate, or get legal advice.

### 3.21 Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also read your contract carefully.

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

### ANZ's Customer Advocate

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



**Contact details:**

Manager Customer Advocacy

Mail: Beach Road, P O Box L1855, Apia, Samoa

Phone: +685 69965

**Governor – Central Bank of Samoa**

If you are still not satisfied with the steps taken by ANZ to resolve the complaint, or with the result of our investigation, you can contact the Governor of the Central Bank of Samoa.

**Governor of CBS**

Central Bank of Samoa Building

Matafele

Apia

Samoa

Phone: +685 34100

Fax: +685 24058

Email: [centralbank@cbs.gov.ws](mailto:centralbank@cbs.gov.ws)

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

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

# Contact Us

## Postal Addresses

ANZ Bank (Samoa) Limited  
Beach Road  
P O Box L1855  
Apia SAMOA  
Phone: +685 69999

## Customer Enquiries

Phone: +685 69999  
8:00am – 5:00pm Mon - Fri

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