

ANZ COMMERCIAL CARD TERMS AND CONDITIONS

20.07.2016

ANZ CORPORATE CARD
ANZ VISA PURCHASING CARD
ANZ BUSINESS ONE



Containing Terms and Conditions for:

- **Facility Terms and Conditions**
- **Electronic Banking Conditions of Use**
- **ANZ Commercial Card Unauthorised Transactions Insurance**
- **ANZ Commercial Card Transit Accident Insurance**
- **ANZ Business One Bonus Partner Terms and Conditions**
- **ANZ Business One Reward Terms and Conditions**
- **ANZ Business One Cash Rewards Terms and Conditions**

Postal Addresses

ANZ Consumer Finance:

Locked Bag No.10

Collins Street West Post Office

Melbourne, Victoria 8007

Payments:

PO Box 607

Melbourne, Vic 3001

Customer Enquiries

ANZ Cards

1800 032 481

Lost or stolen cards, suspected unauthorised
Transactions or divulged PINs

1800 033 844; or

Melbourne (03) 9683 7047
(24 hours a day)

Lost, stolen or divulged passwords

For passwords used on-line, call 13 33 50

For all other passwords, call 1800 033 844
(24 hours a day).

Table of Contents

ANZ Commercial Card Terms and Conditions

| | |
|---|----------|
| Part A: Facility Terms and Conditions | 8 |
| Definitions | 8 |
| 1. Use of the Facility and Commercial Card | 11 |
| 2. Commercial Card Issue and Acceptance | 11 |
| 2.1 Account Opening Procedures | 12 |
| 3. Cardholders | 12 |
| 4. Commercial Card Delivery | 13 |
| 5. Commercial Cards Belong to ANZ | 13 |
| 6. Electronic Access | 13 |
| 6.1 Electronic access | 13 |
| 6.2 PIN selection | 14 |
| 6.3 Conditions of use | 14 |
| 6.4 Daily withdrawal limit | 14 |
| 6.5 Liability of Principal | 15 |
| 7. Facility Limit | 15 |
| 8. Liability of the Principal for Credit | 16 |
| 9. Statement of Account | 16 |
| 10. Anti Money Laundering and Sanctions | 17 |
| 11. Payment by the Principal | 18 |
| 11.1 ANZ Business One | 19 |
| 12. Payment to a Cardholder Account | 21 |
| 13. Bank Fees and Charges | 21 |
| 14. Interest | 23 |
| 14.1 ANZ Corporate Card and ANZ Visa Purchasing Card | 23 |
| 14.2 ANZ Business One | 23 |
| 15. Government Duties | 26 |
| 16. Amounts that may be included in the purchase price | 26 |
| 17. Use of the Commercial Card Outside Australia | 26 |
| 18. Variation of the Commercial Card Limit or Spend Cap | 27 |
| 19. Unauthorised Transactions | 27 |
| 19.1 Commercial Card or Commercial Card details only | 27 |
| 19.2 Commercial Card and PIN | 28 |
| 19.3 Reversing a Transaction | 28 |
| 19.4 Time limits for reversing a Transaction | 28 |

| | |
|---|----|
| 19.5 Verified by Visa Transactions | 28 |
| 20. Error or dispute resolution | 29 |
| 21. Commercial Card Cancellation by ANZ | 30 |
| 22. Commercial Card Cancellation by the Principal | 30 |
| 23. Termination of the ANZ Commercial Card Facility | 31 |
| 23.1 Cancellation by ANZ | 31 |
| 23.2 Cancellation by the Principal | 31 |
| 23.3 Principal's liability upon termination of the ANZ Commercial Card Facility | 31 |
| 24. Communication with the Cardholder | 32 |
| 24.1 Principal responsible for communication with the Cardholder | 32 |
| 24.2 When ANZ may communicate with a Cardholder | 33 |
| 25. Variation of Terms and Conditions | 33 |
| 26. Security | 33 |
| 27. Joint and Several Liability | 33 |
| 27A Privacy and confidentiality | 33 |
| 28. Code of Banking Practice | 37 |
| 29. Financial Difficulty | 37 |
| 30. Transaction Amount and Merchant Controls | 37 |
| 30.1 Transaction amount controls | 37 |
| 30.2 Merchant controls | 38 |
| 31. Monitoring of Telephone Enquiries and Transactions | 38 |
| 32. Inactive accounts | 38 |
| 33. Use of Name and Logo | 39 |
| 34. Governing Laws | 39 |
| 35. Default | 39 |
| 36. Promotional Plans terms and conditions | 39 |
| 37. Chip | 40 |
| 38. ANZ's rights to combine accounts | 40 |
| 39. Force Majeure | 40 |
| 40. Transfer of ANZ's rights | 40 |

| | |
|--|-----------|
| Part B: Electronic Banking Conditions of Use | 41 |
| Definitions | 41 |
| 1. Transaction Limits | 43 |
| 2. How You Can Use ANZ Internet Banking and ANZ Internet Banking for Business | 43 |
| 3. Fees and Charges for Mobile Banking | 44 |
| 4. Access to and use of Pay Anyone and International Services | 44 |
| 4.1 Obtaining Pay Anyone | 44 |
| 4.2 Obtaining International Services | 45 |
| 5. Authorised User Permission Levels for ANZ Phone Banking, ANZ Internet Banking* and Mobile Banking | 46 |
| 6. Access Control for ANZ Internet Banking for Business | 47 |
| 7. Processing Instructions – General | 49 |
| 8. Processing Instructions – ANZ Phone Banking, ANZ Internet Banking, ANZ Internet Banking for Business and Mobile Banking | 50 |
| 9. Processing Instructions – Pay Anyone, International Services and Direct Debits | 51 |
| 10. Processing Instructions – BPAY® | 52 |
| 11. Short Message Service (SMS) | 54 |
| 12. Card Validity | 54 |
| 13. Security Device Validity | 54 |
| 14. Lost or Stolen Cards, Security Device, Password, PIN or Telecode | 54 |
| 15. Cancellation of Cards, Security Devices or Electronic Access | 55 |
| 16. Withdrawal of Electronic Access | 56 |
| 17. Password, PIN, Telecode and Security Device Security | 57 |
| 18. Unauthorised Transactions | 58 |
| 18.1 When ANZ is Liable | 58 |
| 18.2 When the Account Holder is Liable | 59 |
| 19. Additional Protection | 61 |
| 19.1 Visa – Zero Liability | 61 |
| 20. Equipment Malfunction | 62 |
| 21. Access to Other Services | 62 |

| | |
|--|------------|
| 22. Liability Under the BPAY® Scheme | 63 |
| 22.1 General | 63 |
| 22.2 ANZ's Liability | 63 |
| 22.3 BPAY® Payments | 63 |
| 22.4 Unauthorised payments | 64 |
| 22.5 Fraudulent payments | 64 |
| 22.6 Mistaken payments | 64 |
| 22.7 Consequential Loss | 64 |
| 23. Indemnity | 65 |
| 24. Receipt of Mistaken Internet Payment | 65 |
| 25. Precedence of Terms | 65 |
| ANZ Commercial Card Unauthorised Transactions Insurance | 66 |
| ANZ Commercial Card Transit Accident Insurance | 77 |
| ANZ Business One Bonus Partner Terms and Conditions | 88 |
| ANZ Business One Reward Terms and Conditions | 91 |
| ANZ Business One Cash Rewards Terms & Conditions | 102 |

Except where otherwise stated, these Terms and Conditions govern the operation of an ANZ Corporate Card Facility, ANZ Visa Purchasing Card Facility and ANZ Business One Facility ('Facility Terms and Conditions').

Read your product disclosure material

ANZ recommends the Principal and any Cardholder read all relevant product disclosure material and that the Principal or Cardholder ask ANZ about any issues or concerns.

Part A

Facility Terms and Conditions

Definitions

In these Facility Terms and Conditions:

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

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

'ANZ Business One' means an ANZ Business Black account, ANZ Business Rewards Options account, ANZ Business Rewards account, ANZ Business Cash Rewards account, ANZ Business 55 Interest Free Days account, ANZ Business 44 Interest Free Days account, ANZ Business Low Rate account, or ANZ Sigma Visa account.

'ANZ Commercial Card Facility' means an ANZ Corporate Card Facility, or the ANZ Visa Purchasing Card Facility or the ANZ Business One Facility as applicable;

'Balance Transfer' means where the funds are credited to another credit, charge or store card account held by the Principal or third party which is not an ANZ account. Balance Transfers must be processed into a card but can only be authorised by an Authorised Signatory or director;

'Buy Now Pay Later plan' means a promotional offer that requires no repayment and no interest is charged during the deferment period on a Transaction or set amount;

'Cardholder' means a person to whom a Card is issued at the request of the Principal and who is authorised to transact on the Principal's Billing account. This may

include, but is not limited to, employees, contractors or consultants of the Principal;

'Cardholder Account' means the account of each person who has been nominated by the Principal and issued with a Card on the Principal's Billing Account;

'Cash Advance' means a debit to an account (whether or not the account is in debit or credit);

- which results in a Cardholder receiving actual cash (whether at a branch or via electronic equipment or by other means);
- where the funds are used to purchase "cash equivalent" items such as gambling chips and travellers' cheques;
- where the funds are used to pay a bill at a bank branch or via an approved agent of the biller (for example, when funds are used to pay tertiary fees or utility bills);
- where funds are used to make payment to a person who does not accept credit payments from a credit or charge card account. This may include payments through the BPAY[®] Scheme, ANZ Internet Banking or ANZ Phone Banking; or
- where the funds are credited to another account held by the Cardholder, the Principal or another third party with ANZ or another financial institution;

'Closing Balance' means the total outstanding balance of the account as at the close of the period of the Statement of Account;

'Closing Balance less Instalment Plan and Buy Now Pay Later plan balances' means the *'Closing Balance'* less any repayments on *'Buy Now Pay Later plans'* and on *'Instalment Plans'* not yet due;

'Commercial Card' means a card issued by ANZ to a Cardholder at the request of the Principal for the purposes of operating the Principal's ANZ Corporate Card account or an ANZ Visa Purchasing Card account or an ANZ Business One account or any other card account which ANZ may advise, from time to time, as being subject to these Facility Terms and Conditions;

'Facility Limit' means the aggregate Facility Limit approved by ANZ applicable to the Principal's Billing Account;

'Funds Transfer' means where the funds are credited to any other account held by the Principal or a third party with ANZ or another financial institution;

'Instalment Plan' means a promotional offer that sets a fixed monthly instalment (payment) on an agreed amount for a specified period. This instalment forms part of the 'Minimum Amount Due' as shown on the Statement of Account;

'Overdue Amount' means any 'Minimum Amount Due' that remains unpaid from a previous Statement of Account;

'PIN' means personal identification number which is the code of numbers or letters that a cardholder uses with a Card through an electronic terminal and includes an action number;

'Principal' means the entity who has applied for an ANZ Commercial Card Facility subject to these ANZ Commercial Card Facility Terms and Conditions;

'Principal's Billing Account' means either the Principal's ANZ Corporate Card Billing Account or ANZ Visa Purchasing Card Billing Account or ANZ Business One Billing Account as applicable;

'Promotional Plan' means a plan which may include:

- alternative interest rate(s) or no interest that applies to certain Transactions; or
- any other special terms including a 'Buy Now Pay Later plan' and 'Instalment Plan' for a defined period of time which ANZ may apply from time to time to a category of Transactions.

ANZ will inform the Principal of terms and conditions of the Promotional Plan(s) applicable on the Principal's account;

'Spend Cap' means:

- the limit of a Cardholder Account, nominated by the Principal, on an ANZ Business One Facility in each monthly statement cycle; and
- the limit can be designated as unlimited, provided the Facility Limit is not exceeded, for example, additional payments may be made to either a Principal's Billing Account or a Cardholder Account to enable further Transactions to be processed whilst not exceeding the Facility Limit;

'*Transaction*' means any purchase, deposit, Cash Advance, Balance Transfer or Funds Transfer;

'*Unauthorised Transaction*' means a Transaction which has been processed to the Cardholder Account but was not authorised in any way by either the Principal and/or the Cardholder and/or was outside the Cardholder's authority to transact; and

'*you*' means the Principal, and where relevant, also means the Cardholder.

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1. Use of the Facility and Commercial Card

This ANZ Commercial Card Facility and each card issued for use with the ANZ Commercial Card Facility must be used wholly or predominantly for business purposes and not for private or domestic purposes.

You must not use your Commercial Card or ANZ Commercial Card Facility for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction you are in.

2. Commercial Card Issue and Acceptance

A Commercial Card will only be issued to a Cardholder pursuant to a written request by the Principal or any other form of request (electronic or otherwise) which may be approved by ANZ in the future. Each request must specify the individual monthly card limit or Spend Cap required for each Commercial Card requested. The total combined card limits of all Commercial Card(s) issued pursuant to the ANZ Commercial Card Facility and the total of all combined Transactions must not exceed the Facility Limit.

ANZ reserves the right in its absolute discretion to refuse to issue a Commercial Card when requested by the Principal.

ANZ may reissue any Commercial Card from time to time, and in the case of a Commercial Card being reported as lost or stolen, may reissue the Commercial Card on the instruction of either the Principal or the Cardholder. ANZ reserves the right not to reissue a Commercial Card.

Unless you have already agreed in writing, the first use of any Commercial Card issued at the request of the Principal or the first use of the Principal's Billing Account indicates the Principal's acceptance of these ANZ Commercial Card Facility Terms and Conditions. The first use of either a Commercial Card or the Principal's Billing Account by a Cardholder indicates the Cardholder's acceptance of these ANZ Commercial Card Facility Terms and Conditions.

2.1 Account Opening Procedures

Under Federal law, any person opening a new account or being authorised to transact on an account must be identified by ANZ. Before a Commercial Card is issued to a Cardholder they must be identified at an ANZ branch.

An incorporated entity also has the option of appointing a verifying officer of the Principal to identify the Cardholder on behalf of ANZ, with reference to documents that establish the Cardholder's identity.

3. Cardholders

Each Commercial Card issued to a Cardholder will be subject to these ANZ Commercial Card Facility Terms and Conditions. The ANZ Commercial Card Facility Terms and Conditions bind both the Principal and the Cardholder. The Principal is liable for any non observance of the ANZ Commercial Card Facility Terms and Conditions by a Cardholder.

ANZ may also supply to the Principal documentation in respect of Commercial Cards which ANZ considers necessary or deems to be necessary to issue to Cardholders.

The Commercial Card is only valid and can only be used if you have signed it and it has not expired. The Commercial Card expires when the 'until end' or 'valid to' date shown on the Commercial Card has passed. You must destroy your Commercial Card once it expires by cutting it diagonally in half (including any chip on the card) and returning it to ANZ or the Principal.

The Commercial Card will normally be honoured by financial institutions and merchants displaying the Visa logo. However, Visa promotional material displayed on any premises cannot be taken as a warranty by the financial institution or merchant or

any person carrying on business there that all, or any goods and services available at those premises may be purchased with the Commercial Card.

Unless required by law, ANZ does not accept any liability if any financial institution or merchant displaying the Visa logo refuses to accept or honour the Commercial Card. Nor does ANZ accept any liability for goods or services purchased with the Commercial Card. Any complaints must be resolved with the merchant, bank or other financial institution as the case may be.

4. Commercial Card Delivery

ANZ will send Commercial Cards to the Principal in accordance with standard ANZ procedures for delivery of Commercial Cards. Every Cardholder must be identified in accordance with the applicable Federal law, including but not limited to the Financial Transaction Reports Act 1988 and/or the Anti-Money Laundering and Counter-Terrorism Financing Act 2006. The Principal or relevant Cardholder will be responsible for the delivery of Commercial Cards. The Principal may in certain circumstances (see clause 2.1) appoint a verifying officer to complete identification procedures prior to delivery of Commercial Cards. The Principal or relevant Cardholder will also be responsible for ensuring that the cardholder signs the back of the Commercial Card upon receipt.

5. Commercial Cards Belong to ANZ

All Commercial Cards issued pursuant to the ANZ Commercial Card Facility remain the property of ANZ.

6. Electronic Access

6.1 Electronic access

The use of a Commercial Card and PIN will provide access to the Principal's Billing Account through electronic equipment. Cardholders can access the Principal's Billing Account through the following forms of electronic equipment:

- ANZ branch teller terminals
- Automatic Teller Machines
- Electronic Funds Transfer at Point of Sale (EFTPOS)

- ANZ Internet Banking (ANZ Business One Facility only)
- ANZ Phone Banking (ANZ Business One Facility only)

6.2 PIN selection

No PINs are issued by ANZ with a replacement or reissued Commercial Card. Each Cardholder may select a PIN to access the Principal's Billing Account electronically by using the ANZ Customer Select PIN terminal inside any ANZ branch. Before a Customer Select PIN request can be made, the Cardholder must satisfy ANZ's standard procedure for PIN selection and any other procedures agreed between the Principal and ANZ from time-to-time.

6.3 Conditions of use

The use of a Commercial Card and PIN, and where relevant, the use of a Commercial Card in conjunction with ANZ Phone Banking, ANZ Internet Banking or BPAY to access the Principal's Billing Account is subject to the Electronic Banking Conditions of Use in Part B.

Where there is a conflict between Part A and Part B of these terms and conditions, Part B will prevail.

6.4 Daily withdrawal limit

The Principal may request in writing or by phone that ANZ restrict the availability of Cash Advances to a Cardholder using ANZ branch teller terminals, Automatic Teller Machines or Electronic Funds Transfer at Point of Sale (EFTPOS).

The Principal further acknowledges that in the event ANZ's electronic banking system malfunctions or any electronic equipment malfunctions, the limit applicable to any Cash Advance using a Commercial Card will be the daily withdrawal limit as predetermined by ANZ. In this event, subject to the Electronic Banking Conditions of Use in Part B, the Principal agrees to be liable for the amount of the Cash Advance limited to such daily withdrawal limit as predetermined by ANZ.

The maximum amount of any Cash Advance available through electronic equipment and the maximum amount which can be withdrawn at any authorised Automatic Teller Machine must not exceed the amount authorised by ANZ and notified by the Principal from time-to-time.

The minimum amount for any Cash Advance on the Principal's Billing Account when using the Commercial Card is \$20.00. You may be required to produce suitable identification which identifies you as the Cardholder when requesting a Cash Advance. This amount may vary between financial institutions.

These ANZ Commercial Card Facility Terms and Conditions outline processing times for Transactions made through facilities available on ANZ Internet Banking, ANZ Phone Banking and ATMs. You may not have access to all or some of these facilities. Please refer to Commercial Cards Service Centre on 1800 032 481 to confirm your access details.

6.5 Liability of Principal

In the event a Cardholder makes a Customer Select PIN request and satisfies the procedures referred to in condition 6.2, ANZ is not required to make any further enquiry as to the authority of the Cardholder to make the request. The Principal acknowledges liability for any use of the Commercial Card and PIN by the Cardholder.

7. Facility Limit

The Facility Limit is the amount approved in writing by ANZ and which is notified to the Principal at the time the ANZ Commercial Card Facility is offered to the Principal or such other amount as ANZ authorises from time-to-time.

The total amount of Commercial Card Transactions must not exceed the Facility Limit without ANZ's prior written approval.

The amount by which the Facility Limit is exceeded is immediately payable by the Principal and any further Transactions may be declined by ANZ in its absolute discretion until the ANZ Commercial Card Facility is brought within the Facility Limit.

The Principal can request ANZ in writing to vary the Facility Limit. If ANZ approves the request, ANZ will notify the Principal of the approval, the effective date of the approval and of any change to the fees and charges payable by the Principal as a result of the approval.

In the event the Principal does not agree to the revised fees and charges, the Principal is entitled, by notice in writing to ANZ, to cancel the request for a Facility Limit increase.

8. Liability of the Principal for Credit

The Principal is liable for all credit extended by ANZ on the Principal's Billing Account arising from any use of a Commercial Card and from any mail, internet or telephone orders or purchases, or from Transactions made pursuant to a standing authority authorised by any Cardholder to be charged to the Principal's Billing Account.

The Principal is also liable for any credit charge or other charges including government fees, duties and charges arising from any use of a Commercial Card or Transaction on the Principal's Billing Account.

9. Statement of Account

Each month ANZ will issue a Statement of Account for the Principal's Billing Account on a pre-determined statement date.

The Statement of Account will always be expressed in Australian currency and must be settled in Australia with Australian currency.

The Statement of Account will include all Transactions processed to the Principal's Billing Account during the statement period including but not limited to:

- the cash price of all goods and services purchased by the use of a Commercial Card including mail, telephone and Internet orders authorised by a Cardholder to be charged to the Principal's Billing Account;
- where the Principal has requested use of a Commercial Card for Cash Advances, the amounts of all cash withdrawals charged to the Principal's Billing Account arising from the use of a Commercial Card with electronic equipment or over-the-counter;
- any payments or refunds to the Principal's Billing Account; and
- any interest or charges set out elsewhere in these Facility Terms and Conditions or Letter of Offer (or both).

Each Statement of Account should be checked on receipt and ANZ promptly notified of any Unauthorised Transaction(s) or any other error.

10. Anti Money Laundering and Sanctions

The Principal and all Cardholders agree ANZ may delay, block or refuse to make a payment if ANZ believes on reasonable grounds that making the payment may breach any law in Australia or any other country and ANZ will incur no liability to the Principal or Cardholder if it does so.

The Principal and all Cardholders agree to provide all information to ANZ which ANZ reasonably requires to comply with any law in Australia or any other country. The Principal and all Cardholders agree ANZ may disclose information provided to ANZ where required by any law in Australia or any other country. The Principal and all Cardholders declare and undertake to ANZ that any payment of monies in accordance with instructions to ANZ will not breach any law in Australia or any other country.

The Principal and Cardholders agree that ANZ may delay, block or refuse to process any transaction without incurring any liability if ANZ suspects that:

- (a) the transaction may breach any laws or regulations in Australia or any other country;
- (b) the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, 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, unlawful conduct.

The Principal and Cardholder must provide all information to ANZ which ANZ reasonably requires in order to manage anti-money laundering or counter-terrorism financing and economic and trade sanctions risk or to comply with any laws in Australia or any other country. The Principal and Cardholder agrees that ANZ may disclose any information concerning the Principal and/or Cardholder to:

- (a) any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere; and

(b) any Correspondent ANZ uses to make the payment for the purpose of compliance with any such law or regulation.

Unless the Principal has disclosed that it is acting in a trustee capacity or on behalf of another party, the Principal warrants that it is acting on its own behalf in entering into this agreement.

The Principal and Cardholders declares and undertakes to ANZ that the processing of any transaction by ANZ in accordance with the Principal's or Cardholder's instructions will not breach any laws or regulations in Australia or any other country.

11. Payment by the Principal

The "Monthly Payment" (for ANZ Business One Facility) or the full amount of the "Closing Balance" (for ANZ Corporate Card Facility and ANZ Visa Purchasing Card Facility) must be received by the Due Date shown in the Statement of Account. Payments are not treated as made until the date the payment is credited to the Principal's Account in the ordinary course of business.

If the payment is made by mail, it will be credited to the account by ANZ on the date of receipt. The Principal should allow a suitable amount of time, at least three ANZ Business Days for the mail to reach ANZ.

Generally, a payment made to a Commercial Card at an ANZ ATM will be credited to the Commercial Card on the same day provided it is made before 9:45pm (Melbourne time) on an ANZ Business Day. Payments made after this time or not on an ANZ Business Day will be credited on the following ANZ Business Day. Payments made at ANZ ATMs to Cardholder Accounts may be subject to verification by an ANZ Officer before they are credited or otherwise made available to the Cardholder.

Any ANZ Phone Banking or ANZ Internet Banking transaction will generally be processed to the Card on the same day it is made provided it is made before 10pm Melbourne time on an ANZ Business Day (except for BPAY payments drawn from ANZ accounts and Pay Anyone transfers, where the cut off time is 6pm Melbourne time). Payments made after these times will be credited as at the following ANZ Business Day. Payments made from non-ANZ

accounts to a Card Account are subject to the cut off time of the other financial institutions.

Cash payments made to a Cardholder Account at ANZ branches within Australia are available for withdrawal as soon as they have been credited.

The proceeds of other payments to the account such as cheques whether by the Principal or a Cardholder cannot be used or withdrawn until cleared. If for any reason (whether at the Principal's request or otherwise) ANZ allows the Principal or Cardholder to withdraw or use the proceeds of the cheque or other such payment before it has been cleared, ANZ will be entitled to debit the account in the event that the cheque or other such payment is later dishonoured.

A certificate signed by an officer of ANZ, stating the balance of the account, will be prima facie evidence of the amount of the Principal's liability to ANZ at the date of the certificate.

ANZ will advise the Principal if a cheque or other non-cash deposit is subsequently dishonoured and will reduce the amount of credit available to a Cardholder by the value of the dishonour if the deposit has previously caused the amount of such available credit for that Cardholder to increase.

11.1 ANZ Business One

The amounts owing by the Principal to ANZ will be identified on the Statement of Account as follows:

Amount payable immediately

The amount on the Statement of Account that is payable immediately is the sum of:

- (i) overlimit amounts; and
- (ii) overdue amounts.

Amounts which are payable by the Due Date

(a) For a Statement of Account without any Buy Now Pay Later plans or Instalment Plans.

If the 'Closing Balance' is within the credit limit, the 'Minimum Amount Due' is the greater of 2% of the 'Closing Balance' (rounded up to the nearest dollar) or \$10. Unless indicated otherwise, if the 'Closing Balance' is less than \$10 it must be paid in full. If the 'Closing Balance' equals or is greater than the credit limit, the 'Minimum amount due' is 2% of the credit limit.

(b) For a Statement of Account with Buy Now Pay Later plans and/or Instalment Plans.

If the 'Closing Balance' shown on the Statement of Account is within the approved credit limit, the 'Minimum Amount Due' is the greater of 2% of the Closing Balance less Instalment Plan and Buy Now Pay Later plan balances (rounded up to the nearest dollar), plus any 'Instalment Plan' instalments due or, \$10 as shown on the Statement of Account. If the total of 'Closing Balance' less Instalment Plan and Buy Now Pay Later plans balances plus instalments due is less than \$10, it must be paid in full.

Minimum Payment required this Statement of Account

This amount is the total of the "Monthly Payment" plus the overdue amount and the overlimit amount as shown on the Statement of Account.

Application of payments

Payments that are made to the Principal's Account will be applied in the order set out below. Within each subclause below Transactions at lower interest rates are repaid before those at higher interest rates.

- (a) Any Promotional Plan instalments due as shown on any Statement of Account;
- (b) All government duties, taxes, fees and charges that appear or have not yet appeared on a Statement of Account, and all other Transactions that appear on any Statement of Account including Balance Transfers, purchases, Cash Advances and Promotional Plans (excluding any Promotional Plan on which payments are not yet due);
- (c) All other Transactions that have not yet appeared on the Statement of Account including, Balance Transfers, purchases, Cash Advances and Promotional Plans (excluding any Promotional Plans on which payments are not yet due);
- (d) The outstanding balance on any Promotional Plans where payment is not yet due.

12. Payment to a Cardholder Account

A Principal or Cardholder may make a payment to a Cardholder Account over the counter at any ANZ Branch, through electronic equipment, via BPAY, through the mail to the address listed on the back of any Statement of Account issued to the Principal or in any other way ANZ agrees with the Principal. Any payment made to a Cardholder Account will increase the amount of available credit to that specific Cardholder. The amount of the payment will remain on the Cardholder's Account until it is spent or a payment expiry date (if nominated) has passed, whichever occurs first.

In the event a payment to Cardholder Account or part of such a payment remains unused on a Cardholder Account at the end of a statement period and the Principal pays the Closing Balance of the account and nothing more, the Facility Limit available to Cardholder Accounts in the next statement period will be reduced by the amount of the unused payment.

If any part of the payment to the Cardholder Account remains unused at the expiry of the payment, that unused portion will be credited to the Principal's Billing Account.

For ANZ Corporate Card accounts and ANZ Visa Purchasing Card accounts the statement period is the period between the "Last Statement Issue Date" and "To Statement Issue Date" on the Statement of Account.

13. Bank Fees and Charges

ANZ reserves the right to charge the Principal's Billing Account or such other account nominated by the Principal and approved by ANZ from time to time for such purpose, with any fees and charges applicable to the ANZ Commercial Card Facility.

ANZ will notify the Principal at the time the ANZ Commercial Card Facility is offered to the Principal of any other fees and charges and when they are payable. ANZ may also vary the rate, frequency or method by which fees and charges are calculated, debited or credited to the Principal's Account and may create new fees or charges.

ANZ will also notify the Principal at the time the ANZ Commercial Card Facility is offered to the Principal of the applicable annual percentage rate used to calculate interest charges on the balance of the Principal's Account and of the applicable fees and charges. ANZ may vary the rate (including any margin on the interest rate), frequency or method by which interest is calculated, debited or credited to the Principal's Account.

These fees and charges will be shown on the monthly Statement of Account. The Principal may also request information on the current annual percentage rate(s) and fees and charges at any time and will be informed if more than one interest rate applies to their account.

ANZ may make the following changes to the ANZ Commercial Card Facility:

| Change | Timing and method of notice to Principal |
|---|--|
| Vary the interest rate | No later than the day of the change, either in writing, or by press advertisement |
| Introduce a new fee | 30 days notice in writing |
| Change an existing fee or charge | 30 days notice, either in writing or by press advertisement |
| Change the method by which interest is calculated or the frequency with which interest is debited or credited | 30 days notice in writing |
| Change any other term condition | No later than the day of the or change, either in writing, or by press advertisement |

If notification is given by press advertisement, ANZ will give the Principal particulars of the change before or when the next Statement of Account is sent after the change takes place.

14. Interest

14.1 ANZ Corporate Card and ANZ Visa Purchasing Card

Interest is charged on Cash Advances (except to the extent that a Cash Advance may be drawn against credit funds) shown or yet to appear on the Statement of Account. The interest charge is calculated by applying ANZ's daily percentage rate (the annual percentage rate divided by 365) to the balance of all outstanding Cash Advances linked to the Principal's Billing Account.

14.2 ANZ Business One

When ANZ has approved the Principal's application, ANZ will advise the Principal of the annual percentage rate used to calculate the interest charges on the Principal's Account. There may be more than one interest rate applied to the Principal's Account and the Principal will be notified if this happens.

Contract stamp duty, other government charges, previously billed interest charges and ANZ Fees are included in the balance on which the interest charge is calculated.

The total interest charge (calculated up to and including the closing date of each statement period) is then included in the "Closing Balance" on the Statement of Account.

The Statement of Account also sets out the annual percentage rate(s). If any changes are made to the annual percentage rate(s), the Principal will be given notice in accordance with condition 13 of these ANZ Commercial Card Facility Terms and Conditions.

14.2.1 How debit interest is calculated for ANZ Business One with interest free days on purchases appearing on the Statement of Account without any Buy Now Pay Later plans or Instalment Plans.

- (a) Each Statement of Account shows the 'Closing Balance' and the 'DUE DATE' for that statement period. To take advantage of the interest free period, the 'Closing Balance' must be paid in full by the 'DUE DATE' for each Statement of Account.
- (b) If the Principal does not pay the 'Closing Balance' by the 'DUE DATE' on a particular Statement of Account, interest will be charged on:

- (i) each purchase on that Statement of Account (including any unpaid opening balance); and
 - (ii) all subsequent purchases until the 'Closing Balance' or the 'Closing Balance' (or 'Closing Balance less Instalment Plan and Buy Now Pay Later plan balances' if applicable) on a subsequent Statement of Account is paid in full by its 'DUE DATE'.
- (c) This interest charge is calculated by applying ANZ's daily percentage rate (the annual percentage rate divided by 365) to the unpaid daily balance on the Principal's Account relating to each purchase from:
- (i) the date on which the Cardholder made the purchase, if this date was after the start of the period of the Statement of Account to which the statement relates; or
 - (ii) the first day of the statement period to which the Statement of Account relates, if the date on which the Cardholder made the purchase was before the start of the statement period to which the Statement of Account relates, until the 'Closing Balance' or the 'Closing Balance' on a subsequent Statement of Account is paid in full by its 'DUE DATE'.

The interest charge will be debited to the Principal's Account on the closing date of each statement period.

14.2.2 How debit interest is calculated for ANZ Business One with interest free days on purchases (excluding purchases on or transferred to Promotional Plans) appearing on the Statement of Account with Buy Now Pay Later plans and/or Instalment Plans.

- (a) Each Statement of Account shows the 'Closing Balance less Instalment Plan and Buy Now Pay Later plan balances' and the 'DUE DATE' for that statement. To take advantage of the interest free period, the 'Closing Balance less Instalment Plan and Buy Now Pay Later plan balances' must be paid in full by the 'DUE DATE' for each Statement of Account.
- (b) If the Principal does not pay the 'Closing Balance less Instalment Plan and Buy Now Pay Later plan balances' by the 'DUE DATE' on a particular Statement of Account, interest will be charged on:

- (i) each purchase on that Statement of Account (including any unpaid opening balance); and
- (ii) all subsequent purchases until the 'Closing Balance less Instalment Plan and Buy Now Pay Later plan balances' or the 'Closing Balance less Instalment Plan and Buy Now Pay Later plan balances' on a subsequent Statement of Account is paid in full by its 'DUE DATE'

14.2.3 How debit interest is calculated for ANZ Business One with no interest free days on purchases and interest charges on Cash Advances.

Interest is charged on both purchases, Cash Advances and related Cash Advance fees (except to the extent that a purchase, Cash Advance or related Cash Advance fee may be drawn against credit funds) shown, or yet to appear on the Statement of Account. The interest charge is calculated each day by applying ANZ's daily percentage rate (which is the annual percentage rate divided by 365) to the daily unpaid balance relating to each unpaid purchase, Cash Advance, or related Cash Advance fee from:

- (i) the date on which the cardholder made the purchase, or obtained the Cash Advance, if this date was after the start of the statement period to which the Statement of Account relates; or
- (ii) the first day of the statement period to which the Statement of Account relates if the date on which the cardholder made the purchase, or obtained the Cash Advance was before the start of the statement period to which the Statement of Account relates, until the amount of the purchase or the Cash Advance is paid in full. The interest charge will be debited on the closing date of each statement period.

14.2.4 How Interest is charged on Promotional Plans

- (a) ANZ will debit interest charges on any Promotional Plan, and where applicable any related fees from the Principal's Account.
- (b) Interest charged on Promotional Plans, excluding 'Buy Now Pay Later plans', is calculated each day by applying ANZ's daily percentage rate (which is the annual percentage rate applicable on the Promotional Plan divided by 365) to the daily unpaid Promotional Plan balance from:

- (i) the date on which the Principal accepted the Promotional Plan if the date on which the Principal accepted the Promotional Plan was after the start of the statement period to which the Statement of Account relates; or
 - (ii) the first day of the statement period to which the Statement of Account relates, if the date on which the Principal accepted the Promotional Plan was before the start of the statement period to which the Statement of Account relates until the Promotional Plan period has expired. The interest charges will be debited on the closing date of each statement period.
- (c) No interest is charged on a 'Buy Now Pay Later plan' for the period of the 'Buy Now Pay Later plan'.

15. Government Duties

ANZ reserves the right to charge the Principal's Billing Account with all duties which governments may impose on ANZ or the Principal arising out of the issue or use of any Commercial Card or Transaction on the Principal's Billing Account.

16. Amounts that may be included in the purchase price

Various amounts of commissions, fees and charges may be paid to or by ANZ when the Commercial Card is used or Promotional Plans are accepted. These include any amount which may be received by ANZ from a merchant or a merchant's bank for ANZ paying debts incurred by the Principal. This amount is unascertainable at the time of providing the Facility.

17. Use of the Commercial Card Outside Australia

Should a Commercial Card be used outside Australia, all foreign currency amounts will be converted into Australian Dollars by Visa International. Transactions will either be converted directly to Australian dollars or will be first converted from the currency in which the Transaction was made to US dollars and then converted to Australian dollars.

The conversion rate used is a wholesale market rate selected by Visa International from a range of

wholesale rates one day before the Transaction is processed by Visa.

In most cases, the conversion rate applied to the refund of a Transaction made using a Card will differ from the original conversion rate applied to the Transaction.

18. Variation of the Commercial Card Limit or Spend Cap

Application to vary the individual Commercial Card limit or Spend Cap applicable to any Commercial Card may be made at any time by phone or upon the written request of the Principal or any other form of request (electronic or otherwise) which may be approved by ANZ in the future.

In the event ANZ approves the application, the requested variation will be effective once the variation has been processed by ANZ. ANZ will confirm to the Principal, the variation of the Commercial Card limit or Spend Cap in the following Statement of Account. In the event ANZ does not agree to such written request, ANZ shall notify the Principal immediately.

19. Unauthorised Transactions

19.1 Commercial Card or Commercial Card details only

The Principal or the Cardholder or both must notify ANZ immediately upon becoming aware that a Commercial Card has been lost or stolen or the Commercial Card or Commercial Card details (for example, a Commercial Card number and expiry date) have or may have become known or used by someone else without the Cardholder's authority. Such notice must be confirmed by prompt written notice or any other form of notice which may be approved by ANZ from time-to-time. Until ANZ receives this notice, the Principal will be liable for all Unauthorised Transactions arising from any use of a Commercial Card (including mail, telephone and internet order Transactions) but liability will not exceed \$50 dollars in respect of such a Commercial Card.

If a Cardholder's Commercial Card is lost or stolen outside Australia, the Principal or Cardholder must notify a bank displaying the Visa logo or contact ANZ 24 hour Emergency Service on the reverse charges

number (+613 683 7043). The liability in respect of any Commercial Card lost/stolen outside Australia is the same as for a Commercial Card lost/stolen in Australia.

19.2 Commercial Card and PIN

Part B sets out the Principal's liability in the event of unauthorised use of the Commercial Card and PIN.

The requirement to report a lost or stolen PIN record or the PIN record becoming known to someone else is set out in Part B.

19.3 Reversing a Transaction

The Principal may be entitled to reverse (chargeback) a Transaction where the Principal or Cardholder has a dispute with a merchant. For example, the Principal may be entitled to reverse a Transaction where the merchant has not provided the Principal or Cardholder with the goods or service purchased with the Commercial Card.

The Principal must notify ANZ if the Principal believes they are entitled to reverse a Transaction. If ANZ is satisfied after investigation that a Transaction should be reversed, it will credit the Principal's account for the amount initially debited for the Transaction.

19.4 Time limits for reversing a Transaction

The Principal or a Cardholder should notify ANZ immediately of a disputed Transaction. Credit card scheme operating rules impose time limits after the expiry of which ANZ is not able to reverse a Transaction. The minimum time limit generally applicable is 75 days after the disputed Transaction, but some time limits may be longer. If the Principal or a Cardholder does not notify ANZ in time, ANZ may be unable to investigate the claim in which case the Principal will be liable for the Transaction.

It is the Principal's responsibility to review carefully its Statements of Account. ANZ is not responsible for any loss to the Principal if the Principal does not ask ANZ to reverse a Transaction within an applicable time limit. The liability of the Principal for unauthorised use of a Commercial Card and PIN shall be the liability as described in the Electronic Banking Conditions of Use in Part B.

19.5 Verified by Visa Transactions

You are not able to reverse a Transaction authenticated using Verified by Visa unless ANZ

is liable as provided in your Electronic Banking Conditions of Use.

20. Error or dispute resolution

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

For the fastest possible resolution to a complaint call ANZ on 1800 805 154, TTY 1300 166 255; or:

Talk to staff at your local ANZ branch or business centre, or

Send a letter to ANZ Complaint Resolution Centre via

Mail: Locked Bag 4050,
South Melbourne Vic 3205

Email: YourFeedback@anz.com

Fax: +61 3 9683 9267

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

If it can't be resolved promptly, ANZ's specialist complaints team, ANZ Complaint Resolution Centre, will take responsibility and work with the Principal or Cardholder to fix the matter quickly. ANZ's aim is to resolve the complaint within 10 working days.

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

ANZ Customer Advocate

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

Contact details

ANZ Customer Advocate
100 Queen Street
Melbourne Vic 3000

Tel: +61 3 9273 6523

Email: customeradvocate@anz.com

Financial Services Dispute Resolution Schemes

If the Principal or Cardholder is not satisfied with the steps taken by ANZ to resolve the complaint, or

with the result of ANZ's investigation, the Principal or Cardholder may wish to contact an alternative dispute resolution scheme. Please note this only applies to small business customers.

General banking products – credit cards, home loans, and deposit products

Financial Ombudsman Service
GPO Box 3
Melbourne Vic 3001

Telephone: 1300 780 808

Fax: +61 3 9613 7345

Internet: www.fos.org.au

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

21. Commercial Card Cancellation by ANZ

ANZ reserves the right to cancel a Commercial Card at any time without notice to the Principal or Cardholder if ANZ believes continued use of the Commercial Card may cause a loss to either the Principal or ANZ. All cancelled Commercial Cards must be returned to ANZ immediately, cut diagonally in half (including any chip on the card).

No further credit will be extended on the Principal's Billing Account by use of that cancelled Commercial Card. In the event a Commercial Card is used subsequent to its cancellation, the Principal's liability in respect of that Commercial Card will continue until receipt of the Commercial Card by ANZ.

22. Commercial Card Cancellation by the Principal

If the Principal requires cancellation of a Commercial Card the Principal shall immediately advise ANZ in writing or any such other electronic advice which may be approved by ANZ in the future. Any cancelled Commercial Card must be returned to ANZ immediately, cut diagonally in half (including any chip on the card). The Principal's liability for a Cardholder's use of a Commercial Card will not cease until the receipt of the Commercial Card by ANZ (or until the

Principal has taken all reasonable steps to return the Commercial Card(s) to ANZ).

The Principal will indemnify ANZ and hold it harmless from any claims, losses, damages, liabilities, costs or expenses (including all legal fees) arising from a claim against ANZ for wrongful cancellation of a Commercial Card if the Principal has requested that cancellation.

23. Termination of the ANZ Commercial Card Facility

23.1 Cancellation by ANZ

ANZ may terminate the ANZ Commercial Card Facility at any time upon thirty (30) days prior written notice to the Principal whether or not the Principal is in default of any of these ANZ Commercial Card Facility Terms and Conditions.

ANZ may terminate the ANZ Commercial Card Facility immediately on notice to the Principal if:

- (a) the Principal is, or is likely to be, insolvent; or
- (b) the Principal breaches these ANZ Commercial Card Facility Terms and Conditions; or
- (c) ANZ considers on reasonable grounds that the Principal has engaged in fraud; or
- (d) that the continued provision of the ANZ Commercial Card Facility may damage the reputation of ANZ.

In such event, all Commercial Cards will be automatically cancelled and no further credit will be extended on the Principal's Billing Account. All cancelled Commercial Cards must be returned to ANZ immediately, cut diagonally in half (including any chip on the card).

23.2 Cancellation by the Principal

The Principal may terminate the ANZ Commercial Card Facility at any time providing written notice to ANZ and returning all Commercial Cards cut diagonally in half (including any chip on the card).

23.3 Principal's liability upon termination of the ANZ Commercial Card Facility

The Principal's liability in respect of the ANZ Commercial Card Facility (including any use of any Commercial Cards) will continue until ANZ has received all Commercial Cards cut diagonally in

half (including any chip on the card) (or until the Principal has taken all reasonable steps to return the Commercial Card(s) to ANZ), and any moneys owing to ANZ are paid in full.

In the event that a Commercial Card is cancelled by ANZ or the ANZ Commercial Card Facility is terminated, whether by default or otherwise, the outstanding balance on the Principal's Billing Account will on demand be due and payable to ANZ. If the Principal is in default under the ANZ Commercial Card Facility, the Principal will also be in default under any other credit contracts that the Principal has with ANZ.

Any amount reasonably incurred or expended by ANZ in exercising its rights in relation to the ANZ Commercial Card Facility arising from any default (including expenses reasonably incurred by ANZ staff and facilities) are enforcement expenses and become immediately payable by the Principal. ANZ may debit the Principal's Billing Account for such amounts without notice.

ANZ will automatically cancel all Commercial Cards from the date the written cancellation letter is received by ANZ together with all Commercial Cards cut diagonally in half.

Termination of the ANZ Commercial Card Facility will not prejudice the rights and remedies of ANZ accruing prior to termination, including without limitation the right to recover from the Principal any moneys owing or that may become owing to ANZ under the ANZ Commercial Card Facility.

24. Communication with the Cardholder

24.1 Principal responsible for communication with the Cardholder

The Principal is responsible for the distribution and delivery of the Commercial Card to the Cardholder, returning cancelled Commercial Cards to ANZ, issue to the Cardholder of the ANZ Commercial Card Facility Terms and Conditions prior to use of the Commercial Card by the Cardholder, notification of variation of credit limit applicable to any Commercial Card or variation of Spend Cap, notification of variation of the ANZ Commercial Card Facility Terms and Conditions or Electronic Banking Conditions of Use (or both) provided such variation has been notified to the

Principal in accordance with these ANZ Commercial Card Facility Terms and Conditions and any other notification in respect of the Commercial Card which may be reasonably required by ANZ.

The Principal agrees to indemnify and hold ANZ harmless from and against any and all actions, claims, damages, losses, costs (including legal costs), and liabilities whatsoever which ANZ may suffer or incur as a result of the Principal's breach of this Condition.

24.2 When ANZ may communicate with a Cardholder

ANZ may also communicate with a Cardholder, in respect of any loss, theft or possible unauthorised use of the Commercial Card or any cancellation of the Commercial Card by ANZ.

25. Variation of Terms and Conditions

Subject to condition 13, ANZ has the right to change the ANZ Commercial Card Facility Terms and Conditions upon notifying the Principal in writing. A notice to the Principal will be deemed to have been issued to the Cardholder five ANZ Business Days after notification to the Principal pursuant to this condition.

26. Security

When ANZ holds or during the term of the ANZ Commercial Card Facility requires security of any description securing any other liability(ies) the Principal may have to ANZ, the Principal's liability to ANZ in respect of the ANZ Commercial Card Facility will also form part of the moneys secured by such security.

27. Joint and Several Liability

Where the Principal constitutes more than one party, the liability of each such party under the ANZ Commercial Card Facility shall be joint and several.

27A Privacy and confidentiality

ANZ will collect and use information about you during the course of your relationship with ANZ. We explain below when and how ANZ may collect, use and disclose this information.

It is important that the information ANZ holds about you is up to date. You must let ANZ know when information you have provided ANZ has changed.

Unless otherwise stated, this clause applies to individuals and non-individuals (e.g. companies).

27A.1 Collection, use and disclosure of information

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

- to assist in providing information about a product or service;
- to consider your request for a product or service;
- to enable ANZ to provide a product or service;
- to tell you about other products or services that may be of interest to you;
- to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion or provision of a product or service;
- to manage accounts and perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, collecting debts and market or customer satisfaction research);
- to consider any concerns or complaints you raise against ANZ and/or to manage any legal action involving ANZ;
- to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);
- to identify you or establish your tax status under any Australian or foreign legislation, regulation or treaty or pursuant to an agreement with any tax authority; and
- as required by relevant laws, regulations, codes of practice and external payment systems.

27A.1.1 Absence of relevant 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.

27A.1.2 Information required by law etc.

ANZ may be required by relevant laws to collect certain information from you. Details of laws that require us to collect information about individuals (personal information) and why these laws require us to collect personal information are contained in ANZ's Privacy Policy and at www.anz.com/privacy.

27A.2 Providing your information to others

ANZ may provide your information to:

- any related entity of ANZ which may use the information to: carry out ANZ's functions and activities; promote its own products and services; assess your application for one of its products or services; manage your product or service; perform administrative and operational tasks (including debt recovery); or comply with regulatory requirements and prudential standards;
- an organisation that is in an arrangement with ANZ to jointly offer products and/or has an alliance with ANZ to share information for marketing purposes (and any of its outsourced service providers or agents), to enable them or ANZ to: provide you with products or services; and/or promote a product or service;
- any agent, contractor or service provider ANZ engages to carry out or assist its functions and activities (for example, mailing houses or debt collection agencies);
- an organisation that assists ANZ to identify, prevent or investigate fraud, unlawful activity or misconduct;
- regulatory bodies, government agencies, law enforcement bodies and courts;
- other parties ANZ is authorised or required by law or court/tribunal order to disclose information to;
- participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
- other credit providers;
- mortgage insurers and any reinsurer of any such mortgage insurer;
- your guarantors (and intending guarantors) and any person who has provided security for your loan
- any person who introduces you to ANZ;
- your referee(s);
- your employer;
- your joint borrower(s) or account holder(s); and
- your authorised agents; your executor, administrator or trustee in bankruptcy; your legal representative; your attorney; or anyone acting for you in connection with your account.

If you are an individual Principal, director of a Principal, or a Cardholder and do not want us to tell you about products or services, phone 13 13 14 or your ANZ Manager to withdraw your consent.

ANZ may disclose information to recipients (including service providers and ANZ's related entities) which are (1) located outside Australia and/or (2) not established in or do not carry on business in Australia. You can find details about the location of these recipients in ANZ's Privacy Policy and at www.anz.com/privacy.

27A.3 Credit Reporting

If you are an individual Principal or a director of a Principal, you agree that ANZ may obtain information about your credit history and credit worthiness, including credit liabilities, repayments and defaults, from a credit reporting body (including a body that provides information on commercial activity and commercial credit worthiness) and use it to assess any application for credit, to manage your credit and for the purposes of debt collection. ANZ may also disclose information about you to credit reporting bodies.

Information about credit reporting, including the name and contact details of these credit reporting bodies, when ANZ may disclose your personal information to them to include in a report about your credit worthiness, and how you can request credit reporting bodies not use your information in certain circumstances, is available at www.anz.com/privacy.

If you would like a hard copy of this information, please call 13 13 14 or visit any ANZ branch for a copy of ANZ's Privacy Policy.

27A.4 ANZ Privacy Policy

ANZ's Privacy Policy (www.anz.com/privacy) contains information about:

- the circumstances in which ANZ may collect personal information from other sources (including from a third party);
- how to access personal information and seek correction of personal information; and
- how you can raise concerns that ANZ has breached the Privacy Act or an applicable code and how ANZ will deal with those matters.

27A.5 Collecting sensitive information

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

27A.6 Personal information you provide about someone else

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

28. Code of Banking Practice

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

29. Financial Difficulty

The Principal should inform ANZ as soon as possible if it is in financial difficulty. ANZ will, with the Principal's agreement, try and help the Principal overcome its difficulties with the ANZ Commercial Card Facility, including for example, developing a repayment plan.

30. Transaction Amount and Merchant Controls

30.1 Transaction amount controls

The Principal may request in writing, or any other form of request that ANZ approves from time-to-time, that ANZ restrict the amount of any Transaction by a Cardholder using a Commercial Card to access the Principal's Billing Account (called 'the restricted amount').

Subject to the Electronic Banking Conditions of Use, the Principal acknowledges and agrees that in the event ANZ's electronic banking system malfunctions or electronic equipment malfunctions, and the amount of any Transaction by a Cardholder is not restricted in accordance with the Principal's request, or the Transaction exceeds the restricted amount but is below an amount which requires a merchant to seek authorisation from ANZ or another financial institution, the Principal will be liable for any such

Transaction amount irrespective of the fact the amount of the Transaction exceeds the restricted amount or the amount being the difference between such Transaction and the restricted amount.

30.2 Merchant controls

The Principal may request by phone or in writing that ANZ impose a merchant category code in respect of a Commercial Card, the effect of which is to limit the type of merchant at which the Cardholder can present the Commercial Card for payments of goods or services (called a 'restricted merchant').

Subject to the Electronic Banking Conditions of Use, the Principal acknowledges and agrees that in the event ANZ's electronic banking system malfunctions or electronic equipment malfunctions and a Commercial Card is presented for payment of goods or services at a restricted merchant or the Transaction is below an amount which requires a restricted merchant to seek authorisation, or the merchant category code requested is inconsistent with the merchant category code adopted by other financial institutions involved in providing access to the Principal's Billing Account through an electronic terminal causing a restricted merchant to be identified as other than a restricted merchant, then the Principal will be liable for any Transaction amount occurring at a restricted merchant where a Commercial Card is presented for payment of goods or services and irrespective of the amount of such a Transaction.

31. Monitoring of Telephone Enquiries and Transactions

ANZ may, at its discretion, monitor or record enquiries or monitor Transactions made over the telephone. This is done for reasons of accuracy, security or service.

32. Inactive accounts

If the Principal's Billing Account is an inactive account and has a credit balance, ANZ may, if it does not close the Principal's Billing Account in accordance with these Facility Terms and Conditions, hold the credit balance for the Principal in a separate account until such time as the Principal claims those funds or ANZ is required to remit those funds as unclaimed money in accordance with the law, whichever occurs first.

33. Use of Name and Logo

The Principal will not use the name or logo of Visa International Service Association or the name or logo of ANZ in any material, including promotional or advertising material without obtaining the prior written consent of ANZ.

ANZ will at all times retain the absolute interest in the licence to use the Visa logo.

ANZ will not use the name or logo of the Principal in any material without the prior written consent of the Principal.

34. Governing Laws

These Terms and Conditions are governed by the laws of the State of Victoria and the Commonwealth of Australia.

35. Default

The Principal is in default under the ANZ Commercial Card Facility if any of the obligations under these ANZ Commercial Card Facility Terms and Conditions have been breached. If the Principal is in default under the ANZ Commercial Card Facility, or if ANZ believes on reasonable grounds that the Principal induced it to enter into the ANZ Commercial Card Facility by fraudulent misrepresentation, the outstanding balance including the outstanding balance on any Promotional Plans on the account will, at the option of ANZ, become immediately due and payable to ANZ and all Commercial Cards relating to the ANZ Commercial Card Facility will be cancelled, by ANZ giving the Principal notice in accordance with any applicable law.

36. Promotional Plans terms and conditions

Please note that separate terms and conditions may govern any Promotional Plans as part of this ANZ Commercial Card Facility other than stated in this booklet. If the Principal accepts a Promotional Plan offer the Principal should also refer to the applicable Promotional Plan terms and conditions for more information.

37. Chip

- (a) You must ensure any microchip embedded on a Commercial Card is protected at all times from misuse (including tampering), damage, destruction or any form of unauthorised use.
- (b) Only you can use any microchip embedded on a Commercial Card for any of the available services. Any Commercial Card may be subject to forfeiture if any microchip embedded on a Commercial Card is used by anyone other than you.

38. ANZ's rights to combine accounts

ANZ can combine the balances of two or more of a Principal's accounts. This may happen when one of the Principal's accounts is overdrawn, overlimit or is in debit and another is in credit. This means, for example, that the credit balance in one account can be used to repay the debit balance in another account. ANZ will promptly inform the Principal if it has combined any of the Principal's accounts. ANZ does not need to give notice in advance. The Principal should not treat accounts combined unless ANZ has agreed to such an arrangement.

39. Force Majeure

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

40. 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.

Part B

Electronic Banking Conditions of Use

This section applies to all electronic transactions except those where your signature may also be required. The Principal is liable for any non observance of the Electronic Banking Conditions of Use by the Cardholder.

These Electronic Banking Conditions of Use contain terms relevant to ANZ Internet Banking and ANZ Internet Banking for Business, comprising features such as:

- Access control
- Security Devices
- Direct Debits, and
- File uploads.

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

Definitions

'Account' means any commercial card account or commercial card facility subject to these Electronic Banking Conditions of Use and includes the Principal's billing account and any Cardholder account.

'Account Holder' means the person or entity who has applied for, or holds, an Account.

'Account Signatory' or **'user'** means a person who is authorised under an Account Authority from the Account Holder to transact on an Account Holder's Account.

'Activation Code' means the four to seven digit temporary activation number issued to activate the Mobile Banking service.

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

'Authorised User' for the purposes of ANZ Internet Banking means a person assigned a permission level in accordance with condition 5(a) and for the purposes of ANZ Internet Banking for Business means a person assigned an access control level in accordance with condition 6(a), being an Administrator, Authoriser or Operator.

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

'Cardholder' means the person to whom a Card is issued at the request of the Principal and who is authorised to transact on the Principal's billing account.

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

'extreme carelessness' means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

'Mistaken Internet Payment' means a payment made by a user through Pay Anyone where funds are paid into the Account of an unintended recipient because the user enters or selects a BSB number and/or account number that does not belong to the named and/or intended recipient as a result of:

- the user's error; or
- the user being advised of the wrong BSB number and/or account number.

This does not include payments made using BPAY®.

'Mobile Banking' means TXT Banking and any other banking solution for your mobile device offered by ANZ that operates in a manner governed by these Electronic Banking Conditions of Use.

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

'PIN' means Personal Identification Number and includes an action number and password.

'Principal' means the entity who has applied for an ANZ Commercial Card Facility subject to these Electronic Banking Conditions of Use.

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

‘Security Device’ means a physical device that generates random numbers which are used to authorise certain actions in ANZ Internet Banking for Business.

‘Security Device Code’ means a number generated by a Security Device or a substitute number provided by ANZ.

‘Security Requirement’ has the meaning given to that term in these Electronic Banking Conditions of Use.

‘Telecode’ means the four to seven digit number issued to access ANZ Phone Banking.

‘you’ means the Principal, and where relevant, also means the Cardholder

1. Transaction Limits

- (a) ANZ or another party such as a merchant may limit the amount of any electronic transaction you can make over certain periods (e.g. during any day or in a single transaction).
- (b) ANZ may change any electronic transaction limit or impose new transaction limits by giving you notice. You can find out current electronic transaction limits for your Accounts by calling ANZ on the relevant enquiries number listed at the back of this booklet.

2. How You Can Use ANZ Internet Banking and ANZ Internet Banking for Business

The following applies where the Principal and/or Cardholders can use ANZ Internet Banking and ANZ Internet Banking for Business to make transactions on your linked Accounts, as set out in your Account terms and conditions. You may not have access to all or some of these facilities. Please refer to Commercial Cards Service Centre on 1800 032 481 to confirm your access details. You can also use ANZ Internet Banking and ANZ Internet Banking for Business to purchase and order a range of financial services and products. Details can be found at anz.com

3. Fees and Charges for Mobile Banking

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

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

4. Access to and use of Pay Anyone and International Services

4.1 Obtaining Pay Anyone

- (a) If you have approved access, ANZ may place restrictions on the manner in which you are permitted to use Pay Anyone. When applying for Pay Anyone, the Principal must request a Pay Anyone daily limit which must be approved by ANZ. The options for the daily Pay Anyone limits are set out at anz.com. When applying for Pay Anyone for Mobile Banking, your daily limit will be as advised to you by ANZ and may not be changed by you.

If the Principal or Cardholder requires a password for Pay Anyone to be re-set or re-issued ANZ may reduce the current daily Pay Anyone limit. The Principal will need to re-apply if it wishes to reinstate that limit.

Please allow sufficient time for the change to be made before the Cardholder attempts to use the higher daily transfer limit.

- (b) ANZ may allow you to use a Security Device for certain transactions. You may also be required by ANZ to use a Security Device for certain transactions (including Pay Anyone, International Services, BPAY[®], and Direct Debits) for security purposes: see anz.com for further information. Use of the Security Device will be as set out at anz.com and in these Electronic Banking Conditions of Use.
- (c) ANZ may reduce your current daily Pay Anyone limit or cancel your Pay Anyone access if:
- ANZ believes that your access to Pay Anyone may cause loss to the Account Holder or to ANZ;

- the Principal or Cardholder requires a password for ANZ Internet Banking or ANZ Internet Banking for Business to be re-set or re-issued;
- The limit is not applicable to the Accounts linked to your CRN;
- ANZ changes the options for daily Pay Anyone limits;
- Your Security Device is faulty, misused, lost or stolen;
- You deregister your Security Device; or
- You do not use a Security Device when required to so do by ANZ.

ANZ will provide you with notice of such reduction or cancellation.

- (d) Any outstanding transactions subject to this limit, including future dated transactions, will not be processed by ANZ if they exceed the reduced limit. The Principal will need to re-apply if it wishes to reinstate that limit. The Principal (or, in the case of ANZ Internet Banking for Business, your Administrator) can increase or decrease the daily Pay Anyone limit by applying through ANZ Internet Banking or ANZ Internet Banking for Business. Please allow sufficient time for the change to be made before the Cardholder attempts to use the higher daily Pay Anyone limit.

4.2 Obtaining International Services

- (a) The Principal may be able to apply for International Services after Pay Anyone access has been granted. International Services are not available through Mobile Banking. The total of all Pay Anyone and International Services transfers (converted into Australian Dollars) on any day cannot exceed your daily Pay Anyone limit.
- The terms set out above in relation to Pay Anyone also apply to International Services.
- (b) If you apply for ANZ Internet Banking for Business, you may need to re-register for access to International Services after ANZ Internet Banking for Business has been implemented. Access to these International Services will not then be available until the registration process for International Services is completed.

5. Authorised User Permission Levels for ANZ Phone Banking, ANZ Internet Banking* and Mobile Banking

- (a) Permission Levels (subject to exclusions for all categories set out below these levels):
- 'All Transactions' – Access every function within ANZ Phone Banking, ANZ Internet Banking and Mobile Banking for the Account;
 - 'Transaction History Details Only and BPAY®'
 - Includes BPAY®, Account balance information, transaction history details, ordering a cheque/ deposit book but excludes transfers between Accounts, increasing a credit card limit, direct loan payments, BPAY® View, ANZ Online Investing and ANZ Online Reporting;
 - 'Deposit and Transaction History Details Only'
 - Includes transfers between Accounts, transaction history details, Account balance information and ordering a cheque/ deposit book but excludes withdrawals from Accounts, increasing a credit card limit, direct loan payments, BPAY® View, ANZ Online Investing, ANZ Online Reporting and BPAY®;
 - 'Deposit Only' – Includes transfers between Accounts but excludes withdrawals from Accounts, increasing a credit card limit, BPAY®, direct loan payments, BPAY® View, ANZ Online Investing, ANZ Online Reporting, Account balance information, transaction history details and ordering a cheque/deposit book;
 - 'Transaction History Details Only' – Includes enquiries on past transactions about the Account but excludes all transactions on the Account, transfers between Accounts, increasing a credit card limit, direct loan payments, BPAY® View, ANZ Online Investing, ANZ Online Reporting and BPAY®.
- (b) Only the Account Holder or Account Signatories can select a permission level. The Account Holder or Account Signatories may authorise another person (an 'Authorised User') to operate the

* For ANZ Internet Banking for Business, refer to condition 6.

Account and that person may have a different permission level to the Account Holder. The Account Holder is responsible for the operation of the Account by the Authorised User within that Authorised User's permission level, including proper use and storage of the Authorised User's Card, CRN and PIN.

- (c) The Account Holder or Account Signatories may cancel or change any permission level by sending a written request or Securemail to ANZ, or calling ANZ on the relevant number listed at the back of this booklet. ANZ may require written confirmation. ANZ may take several days to process this change.
- (d) Authorised Users, regardless of their permission level, cannot access Pay Anyone, ANZ Online Investing, International Services, Direct Debits, increase a credit card limit or use Securemail to change any of the Account Holder's Account or other personal details. However, all Authorised Users can use ANZ Internet Banking to change their own profile, access their own Securemail, select and change their own password and use Mobile Banking to change their own password.
- (e) Where a Principal nominates access to the Principal's billing account via ANZ Internet Banking or ANZ Internet Banking for Business, the Principal will be the Account Holder and each Cardholder will be an Authorised User.

6. Access Control for ANZ Internet Banking for Business

- (a) Provided the relevant Account Holder has approved access, an Authorised User may link one or more Accounts to ANZ Internet Banking for Business. These Accounts may be for the same Account Holder and/or for other related/unrelated Account Holders.
- (b) Access control is subject to approval by ANZ and any requirements and restrictions set out in the Account authority. An Account Holder may authorise another person to operate an Account and that person may be appointed as an Administrator, Authoriser or Operator.

These Authorised Users will be able to perform basic functions as follows.

| Function | Administrator | Authoriser | Operator |
|--|---------------|------------|----------|
| Approve transactions (e.g. Pay Anyone, International Services, BPAY®, Direct Debits, transfers between Accounts) | ✓ | ✓ | ✗ |
| Setting up transactions (but not approving transactions) | ✓ | ✓ | ✓ |
| Account enquiries (e.g. balance and transaction details) | ✓ | ✓ | ✓ |
| Administrative functions for all Authorised Users | ✓ | ✗ | ✗ |
| Setting up and managing Operators | ✓ | ✗ | ✗ |
| Register for and manage Pay Anyone, International Services and BPAY® View Bills access | ✓ | ✗ | ✗ |
| Administrative functions for self | ✓ | ✓ | ✗ |

A full list of functions each Authorised User can perform is located at anz.com

- (c) The Account Holder is responsible for the operation of the Account by Authorised Users, including proper use and storage of an Authorised User's cards, Security Devices, CRNs, PINs and Security Device Codes. The Account Holder is responsible for providing a copy of these Electronic Banking Conditions of Use to Authorised Users (if appropriate).
- (d) The Account Holder may cancel or change Administrator or Authoriser access by sending a written request to ANZ. ANZ may take several days to process this request. Administrators may cancel Operator access.
- (e) All Pay Anyone Payee details (saved in your Pay Anyone Payees List and Payroll Payment Employee List) as well as BPAY® details saved by any Authorised User of your ANZ Internet Banking for Business facility will be viewed and available to all Authorised Users of your ANZ Internet Banking for Business facility. Therefore, to ensure access is controlled, you should only save Payee and/

or BPAY® details relating to your business in ANZ Internet Banking for Business. Payee or BPAY® details relating to personal, family or household affairs should not be saved in ANZ Internet Banking for Business.

7. Processing Instructions – General

- (a) The Account Holder authorises ANZ to act on the instructions you enter into electronic equipment. Any electronic transaction made by you cannot be cancelled, altered or changed by you unless allowed by the applicable terms and conditions or these Electronic Banking Conditions of Use.
- (b) ANZ may delay acting on or may ask you for further information before acting on an instruction. Where ANZ has instructions for more than one payment from your Account, ANZ will determine the order of priority in which payments are made.
- (c) If you make a cash withdrawal from an Account by making an electronic transaction and there is a difference between the amount of cash received and the amount shown on the receipt, you must report this to ANZ and to the merchant (if applicable) as soon as possible. You can make your report to ANZ by calling ANZ on the number listed at the back of this booklet.
- (d) If you make a deposit of funds to an Account by making an electronic transaction and there is a difference between the amount recorded as having been deposited and the amount ANZ receives, the Account Holder will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the Account.
- (e) ANZ is not liable for the refusal of any merchant to accept an electronic transaction and, to the extent permitted by law, is not responsible for the goods and services supplied by a merchant. ANZ may notify you of electronic transactions (instructions for which are received through Mobile Banking) it is unable to process.
- (f) You accept that:
 - Not all electronic equipment from which cash can be withdrawn will always contain cash;

- Any cash dispensed at electronic equipment is at your risk once it becomes visible or available for you to collect;
 - Not all electronic equipment will allow you to make deposits; and
 - future dated transfers are not available through Mobile Banking.
- (g) An immediate transfer, Pay Anyone, International Services, BPAY® or Direct Debit transaction cannot be revoked or stopped once ANZ receives your instruction. Future dated transfer, Pay Anyone, International Services, BPAY® or Direct Debit instructions can only be revoked or changed if instructions to delete the transaction are given to ANZ through ANZ Internet Banking or ANZ Internet Banking for Business before midnight Sydney time on the ANZ Business Day (or, for Pay Anyone, the Pay Anyone Processing Day) before the transaction is scheduled to occur. After this time, the instruction cannot be revoked.

8. Processing Instructions – ANZ Phone Banking, ANZ Internet Banking, ANZ Internet Banking for Business and Mobile Banking

- (a) Any ANZ Phone Banking, ANZ Internet Banking, ANZ Internet Banking for Business or Mobile Banking transaction (other than a BPAY® payment) will generally be processed to your Account on the same day ANZ receives your instructions, if given before 10pm Melbourne time Monday to Friday (except national public holidays). Any transaction made after this time may be processed on the following ANZ Business Day.
- (b) Account information accessed using ANZ Phone Banking, ANZ Internet Banking, ANZ Internet Banking for Business or Mobile Banking will generally reflect the position of the Account at that time, except for transactions not yet processed by ANZ (including uncleared cheques and unprocessed credit card transactions) or cleared cheques and Direct Debits processed by ANZ that day.

9. Processing Instructions – Pay Anyone, International Services and Direct Debits

- (a) ANZ will generally process Pay Anyone instructions:
- For immediate Pay Anyone or international transfers or Direct Debits, on the day the instruction is given, if ANZ receives the instruction before 6pm Melbourne time on a Pay Anyone Processing Day;
 - For future dated transfers, on the relevant future day you select if it is a Pay Anyone Processing Day (or if it is not, on the first Pay Anyone Processing Day after that day).
- (b) Instructions you give will be delivered to the payee's or payer's financial institution on the day that ANZ processes them except where:
- ANZ is not obliged to process your instructions;
 - There is a technical failure;
 - There is a delay or error in accepting the instructions caused by the financial institution to which the transfer is to be made to or from; or
 - The instructions are for a transfer by way of an international draft or telegraphic draft.
- (c) Where your instruction is for a transfer by way of ANZ issuing an international draft:
- ANZ will send the draft by post to the delivery address notified by you;
 - You acknowledge that it is your responsibility to forward the draft to the intended recipient.
- (d) ANZ cannot control (and is not responsible for) when, or if, the payee's or payer's financial institution processes your instructions or the fees that financial institutions may charge to process your instructions.
- (e) Once ANZ processes your transfer or Direct Debit instruction, ANZ is reliant on the payee's financial institution to advise whether your instructions have been successfully processed. If a 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. Your terms and

conditions for Direct Debits outline your rights and responsibilities regarding Direct Debits.

- (f) If the transfer is to be made from a credit card, it will be treated as a cash advance and interest and fees may apply.

10. Processing Instructions – BPAY®

- (a) ANZ is a member of the BPAY® Scheme. This is an electronic payments scheme through which ANZ can be asked to make payments on your behalf to billers. ANZ will tell you if it ceases to be a member of the BPAY® Scheme. For the purposes of the BPAY® Scheme, ANZ may also be a biller.
- (b) You must comply with the terms and conditions for the Account which you ask ANZ to debit a BPAY® payment (to the extent that those terms are not inconsistent with or expressly overridden by these Electronic Banking Conditions of Use).
- (c) To make a BPAY® payment the following information must be given to ANZ:
- Your CRN and password and Security Device Code (if appropriate) or Telecode;
 - The biller code from the bill;
 - Your customer reference number (e.g. your account number) with that biller;
 - The amount you want to pay; and
 - The Account from which you want the payment to be made.
- (d) Once this information is provided, ANZ will treat your instructions as valid and will debit the relevant Account. ANZ will not be obliged to effect a BPAY® instruction if it is not made in accordance with these Electronic Banking Conditions of Use or if the information given is incomplete and/or inaccurate.
- (e) Limits apply to your use of BPAY® on both a per transaction and daily limit (per CRN) basis. Separate daily limits apply for BPAY® Tax Payments, independent of the general BPAY® limits. For more information on available limits see anz.com. These limits will be subject to any limits otherwise imposed on your access to the Principal's Billing Account.
- (f) Subject to the 'Processing Instructions' conditions set out above:

- Any BPAY® payment made by you will be processed on the day you tell ANZ to make that BPAY® payment, if ANZ receives your instructions before 6pm Sydney time on a Banking Business Day (ANZ's cut-off time);
 - BPAY® instructions received after 6pm Sydney time on a Banking Business Day, or on a day that is not a Banking Business Day, will be processed on the next Banking Business Day.
- (g) A delay may occur in processing a BPAY® payment where:
- There is a public or bank holiday on the day after you tell ANZ to make a BPAY® payment;
 - You tell ANZ to make a BPAY® payment after ANZ's cut-off time; or
 - Another participant in the BPAY® Scheme, such as another financial institution or a biller does not process a payment as soon as it receives details of the payment or does not otherwise comply with its obligations under the BPAY® Scheme.
- (h) While it is expected that any such delay will not continue for more than one Banking Business Day, it may continue for a longer period.
- (i) ANZ will attempt to ensure a BPAY® payment is processed promptly by billers and other participants in the BPAY® Scheme.
- (j) You should check your Account records carefully and tell ANZ as soon as possible if you become aware of:
- A BPAY® payment which has been made from your linked Account which was not authorised;
 - The possibility that you have been fraudulently induced to make a BPAY® payment; or
 - Any delay or mistake in processing of your BPAY® payment.
- (k) If ANZ is advised by a biller that it cannot process your BPAY® payment, ANZ will:
- Advise you of this;
 - Credit your Account with the amount of that BPAY® payment; and
 - Tell you how ANZ can assist you, if possible, in making the payment as soon as possible.
- (l) A linked ANZ credit card account can only be used to make a BPAY® payment if the biller accepts credit card payment. If the biller does not accept

credit card payment but you want to pay from a credit card account, payment will be by way of a cash advance.

(m) You are not authorised to give a biller code to any person in order to receive payments owing to you.

Biller codes may only be used by authorised billers to receive payment of bills issued by that biller. The terms and conditions of use of BPAY® will not apply to any use by you of biller codes in this way.

11. Short Message Service (SMS)

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

12. Card Validity

- (a) Your card remains ANZ's property at all times.
- (b) A card must be signed immediately by the person in whose name it has been issued and must only be used within the 'valid from' and '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.

13. Security Device Validity

Your Security Device remains ANZ's property at all times. The Security Device must be registered in the manner specified by ANZ. You must ensure that your authorised Administrators and Authorisers return the Security Device to ANZ immediately if requested by ANZ, if the relevant Security Device is deregistered, if ANZ Internet Banking for Business access is cancelled, or if ANZ cancels your right to use the Security Device. You should post the Security Device to the address indicated on anz.com

14. Lost or Stolen Cards, Security Device, Password, PIN or Telecode

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

not use the card or Security Device 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. If you recover the lost or stolen Security Device you must immediately return it to ANZ by posting it to the address indicated on anz.com

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

15. Cancellation of Cards, Security Devices or Electronic Access

- (a) ANZ may cancel or limit any card, Security Device, CRN or electronic access without prior notice if:
 - ANZ believes that use of the card, Security Device 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, or the Security Device relates to, 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, CRN, Security Device or electronic access;

- The Account or your use of the Account is otherwise out of order; or
 - On giving you not less than three months written notice.
- (b) ANZ may also at any time suspend your right to participate in the ANZ BPAY® Scheme.
- (c) The Account Holder may cancel a card at any time by sending ANZ a written request or by calling ANZ on the relevant number listed at the back of this booklet. ANZ may require written confirmation. The card must be cut diagonally in half (including an embedded microchip on the card) and returned to ANZ.
- (d) The Account Holder or Account Signatories may cancel a Security Device at any time by advising ANZ on the number at the back of this booklet. The Security Device must then be immediately returned to ANZ by posting it to the address indicated on anz.com. ANZ may limit your access to certain functions (eg, Pay Anyone) if you do not have a Security Device.
- (e) You can request ANZ to deregister you from ANZ Internet Banking or ANZ Internet Banking for Business at any time by Securemail or by calling the relevant number listed at the back of this booklet.
- (f) ANZ may cancel or limit your ANZ Internet Banking or ANZ Internet Banking for Business access, including removing access to some or all of the Accounts from your CRN.

16. Withdrawal of Electronic Access

- (a) ANZ may withdraw your electronic access to Accounts (including by BPAY®) without prior notice if:
- Electronic equipment malfunctions or is otherwise unavailable for use;
 - A merchant refuses to accept your card;
 - Any one of the Accounts is overdrawn (other than by use of the Informal Overdraft facility) or will become overdrawn;
 - Any one of the Accounts or your use of an account is otherwise considered out of order by ANZ;

- ANZ believes your access to Accounts through electronic equipment may cause loss to the Account Holder or to ANZ;
 - ANZ believes that the quality or security of your electronic access process or ANZ's systems may have been compromised;
 - All the Accounts which you may access using ANZ Phone Banking, ANZ Internet Banking or ANZ Internet Banking for Business have been closed or are inactive or the account you have nominated for Mobile Banking fees and charges to be charged to is closed; or
 - ANZ suspects you of being fraudulent or engaging in inappropriate behaviour, unless the withdrawal of access is prohibited by law.
- (b) ANZ may at any time change the types of Accounts that may be operated, or the types of electronic transactions that may be made through particular electronic equipment.

17. Password, PIN, Telecode and Security Device Security

- (a) If you have been authorised by the Principal to use a password, PIN, Telecode or Security Device to access the Principal's Billing Account using electronic equipment, you must keep those details and Security Device Codes secure. Failure to do so may increase the Principal's liability for any loss.

Warning: A user must not use their birth date or an alphabetical code which is a recognisable part of their 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 the user does, you may be liable for any loss suffered from an unauthorised transaction.

(b) A user must not:

- Voluntarily disclose any of their passwords, PINs, Security Device Codes or Telecodes to anyone, including a family member or friend;
- Write or record passwords, PINs, Security Device Codes or Telecodes on a card, or keep a record of the passwords, PINs, Security Device Codes or Telecodes on anything carried with

the card or liable to loss or theft at the same time as the card, unless the user makes a reasonable attempt to protect the security of the passwords, PINs, Security Device Codes or Telecodes;

- Keep a written record of all passwords, PINs, Security Device Codes or Telecodes required to perform transactions on one or more articles liable to be lost or stolen at the same time, without making a reasonable attempt to protect the security of the passwords, PINs, Security Device Codes or Telecodes;
- Select a numeric password, PIN or Telecode that represents your birth date, or an alphabetical password, PIN, Security Device Codes or Telecode that is a recognisable part of their name;
- Otherwise act with extreme carelessness in failing to protect the security of all passwords, PINs, Security Device Codes or Telecodes, (each a 'Security Requirement').

Warning: Users 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 users should obtain access to ANZ Phone Banking through an ANZ customer service operator.

18. Unauthorised Transactions

The following terms apply to unauthorised transactions. The terms do not apply to:

- The ANZ Direct Debit Service. The terms relating to liability for Direct Debits are set out in the terms and conditions for ANZ Direct Debits;
- A transaction performed by a user or by anyone who performs a transaction with the knowledge and consent of a user.

18.1 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 third parties involved in networking arrangements, or of merchants or their agents or employees;

- Are caused by a card, Security Device, Account number, password, PIN, Security Device Code or Telecode which is forged, faulty, expired or cancelled;
- Are caused by a transaction that requires the use of any card, Security Device, password, PIN, Security Device Code or Telecode that occurred before the user received or selected the card, Security Device, password, PIN, Security Device Code or Telecode (including a reissued card, Security Device, password, PIN, Security Device Code or Telecode);
- Are caused by an electronic transaction being incorrectly debited a second or subsequent time to the same Account;
- Are caused by an unauthorised transaction that occurs after you have notified ANZ that any card or Security Device has been misused, lost or stolen or that the security of a password, PIN, Security Device Code or Telecode has been breached;
- Arise from an unauthorised transaction that can be made using an Account number without a password, PIN, Security Device Code or Telecode or card or Security Device. Where a transaction made can be made using a card or Security Device, or a card or Security Device and an Account number, but does not require a password, PIN, Security Device Code or Telecode, you will be liable only if the user unreasonably delays reporting the loss or theft of the card;
- Arise from an unauthorised transaction if it is clear that a user has not contributed to the losses; or
- Occur while ANZ's process for reporting unauthorised transactions, loss, theft or misuse of a card or breach of a Security Requirement is unavailable, provided that a report is made within a reasonable time of the process again becoming generally available.

18.2 When the Account Holder is Liable

- (a) If ANZ can prove on the balance of probability that a user contributed to the loss arising from an unauthorised transaction:
- by failing to comply with 'Your Obligations' as detailed earlier in these Terms and Conditions or Conditions of Use;
 - Through fraud; or

- Subject to the terms of any account services provided or referred to you by ANZ, through breaching a Security Requirement, the Account Holder is liable in full for the actual losses that occur before ANZ is notified of the loss, theft or misuse of a card or Security Device or breach of a Security Requirement, but the Account Holder will not be liable for the portion of losses:
 - Incurred on any one day that exceed any applicable daily transaction limit;
 - Incurred in any period that exceed any applicable periodic transaction limit;
 - That exceed the balance of the Account, including any pre-arranged credit; or
 - Incurred on any Account that ANZ and the Account Holder had not agreed could be accessed using the card or Security Device or account number and/or password, PIN, Telecode or Security Device Code used to perform the transaction.

(b) Where:

- More than one password, PIN, Security Device Code or Telecode is required to perform a transaction; and
- ANZ can prove that a user breached a Security Requirement for one or more (but not all) of the required passwords, PINs, Security Device Codes or Telecodes, the Account Holder will only be liable if ANZ can also prove on the balance of probability that the breach of the Security Requirement was more than 50% responsible for the losses, when assessed together with all the contributing causes.

The Account Holder is liable for losses arising from unauthorised transactions that occur because a user contributed to the losses by leaving a card in an ANZ ATM.

(c) If ANZ can prove, on the balance of probability that a user contributed to the losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of a card or Security Device or a breach of a Security Requirement, the Account Holder will be liable for the actual losses that occur between:

- The time when the user became aware of the security compromise, or in the case of a

lost or stolen card or Security Device, should reasonably have become aware; and

- The time ANZ was notified of the security compromise.

However, the Account Holder will not be liable for that portion of the losses:

- Incurred on any one day that exceeds any applicable daily transaction limit;
- Incurred in any period that exceeds any applicable periodic transaction limit;
- That exceeds the balance of the Account, including any pre-arranged credit; or
- Incurred on any Account that we and the Account Holder had not agreed could be accessed using the card or Security Device and/or password, PIN, Security Device Code or Telecode used to perform the transaction.

(d) If it is not clear whether a user has contributed to the loss caused by an unauthorised transaction and where a password, PIN, Security Device Code or Telecode was required to perform the unauthorised transaction, the Account Holder is liable for the least of:

- \$150 or a lower figure determined by ANZ;
- The balance of the Account or Accounts (including any prearranged credit) from which ANZ and the Account Holder have agreed could be accessed using the card or Security Device and/or password, PIN, Security Device Code or Telecode; or
- The actual loss at the time ANZ is notified of the misuse, loss or theft of a card or Security Device or breach of a Security Requirement (but not that portion of the loss incurred on any one day* which is greater than the daily transaction limit or other periodic transaction limit (if any)).

* A day begins at 12.00.00am (Melbourne time) and ends at 11.59.59pm (Melbourne time) on the same day. If you are not in the same time zone as Melbourne, please check <http://www.australia.gov.au>.

19. Additional Protection

19.1 Visa – Zero Liability

Subject to the section headed 'Unauthorised Transactions' above, you will not be liable for an unauthorised transaction on a Visa debit or credit card.

If you notify us of an unauthorised transaction, 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 the transaction justifies a delay in crediting your account.

20. Equipment Malfunction

- (a) ANZ is responsible to the Account Holder for any loss caused by the failure of a system or equipment to complete a transaction that was accepted in accordance with your instructions.
- (b) However, if you were aware or should have been aware that the system or equipment, including your mobile phone with respect to Mobile Banking, was unavailable for use or malfunctioning, ANZ's responsibility will be limited to correcting errors in the Account and refunding any charges or fees imposed as a result.
- (c) You are responsible for the accuracy and completeness of the content that you enter into or upload to ANZ Internet Banking and ANZ Internet Banking for Business. ANZ is not responsible for any inaccuracy or incompleteness in the entering or uploading of information by you. ANZ's records of the information and data that was uploaded will be determinative and final.
- (d) You are solely responsible for your own computer and mobile phone anti-virus and security measures, and those of any Authorised User, to help prevent unauthorised access via ANZ Internet Banking, ANZ Internet Banking for Business or Mobile Banking to your transactions and linked Accounts.

21. Access to Other Services

You may use ANZ Internet Banking or ANZ Internet Banking for Business to access other ANZ services. If there is any inconsistency between these Electronic Banking Conditions of Use and your agreement for that other service, the terms of the agreement for that other service prevail when using ANZ Internet Banking or ANZ Internet Banking for Business to access or use that other service.

22. Liability Under the BPAY® Scheme

22.1 General

You should note that:

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

22.2 ANZ's Liability

ANZ will not be liable to you under the BPAY® Scheme except in the circumstances set out in this clause.

22.3 BPAY® Payments

Except where a BPAY® payment is an Unauthorised payment, a Fraudulent payment or a Mistaken payment, BPAY® payments are irrevocable. No refunds will be provided through the BPAY® Scheme where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller.

22.4 Unauthorised payments

If a BPAY® 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, ANZ will credit your Account with the amount of that unauthorised payment. However, you must pay ANZ the amount of that payment if:

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

22.5 Fraudulent payments

If a BPAY® payment is induced by the fraud of a person involved in the BPAY® Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you that amount, you must bear the loss unless some other person involved in the BPAY® Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

22.6 Mistaken payments

- (a) If you discover that a BPAY® payment has been made to a person, or for an amount, which is not in accordance with your instructions (if any), and your Account was debited for the amount of that payment, ANZ will credit that amount to your Account. However, if you were responsible for a mistake resulting in that payment and ANZ cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of ANZ attempting to do so, you must pay that amount to ANZ.
- (b) You acknowledge that the receipt by a biller of a mistaken or erroneous payment does not or will not, under any circumstances, constitute part or whole satisfaction of any underlying debt owed between you and that biller.

22.7 Consequential Loss

ANZ is not liable for any consequential loss or damage you suffer as a result of using the BPAY® Scheme, other than due to any loss or damage you suffer due to ANZ's negligence or in relation to any breach of a condition or warranty implied by law in contracts for

the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

23. Indemnity

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

- Did not observe your obligations under; or
- Acted negligently or fraudulently in connection with, these Electronic Banking Conditions of Use.

24. Receipt of Mistaken Internet Payment

Sometimes you may receive a Mistaken Internet Payment into your Account. If you discover a payment into your Account which you believe may be a Mistaken Internet Payment, you must notify ANZ as soon as practicable.

If notified of a potential Mistaken Internet Payment by you or by some other person such as the payer's financial institution, ANZ will investigate the payment. Whilst ANZ is investigating the payment, ANZ may prevent that payment from being withdrawn from the Account. If ANZ, acting reasonably, determines that a payment is a Mistaken Internet Payment, you authorise ANZ to withdraw the payment from your Account and return it to the payer's financial institution.

25. Precedence of Terms

If there is any inconsistency between these Electronic Banking Conditions of Use and your Account terms and conditions, the Account terms and conditions prevail.

ANZ Commercial Card Unauthorised Transactions Insurance

Important information about the insurance

This is your ANZ Commercial Card Unauthorised Transactions Insurance provided at no additional cost to you, and applies to Unauthorised Transactions which occur on or after 1 November 2015.

This insurance, as described below, covers you against Unauthorised Transactions incurred by your Cardholders.

If you want to make a claim, you are bound by what is set out in this document. Therefore it is important that you read this document carefully and keep it in a safe place.

You may also need to keep detailed particulars and proof of any loss including sales receipts and ANZ Commercial Card statements showing any purchases.

QBE – The Issuer of this insurance

You should be aware that the issuer of this insurance is QBE Insurance (Australia) Limited (“QBE”), ABN 78 003 191 035 AFS Licence No. 239545 of 2 Park Street, Sydney NSW 2000. In this booklet, QBE is referred to as ‘QBE’, ‘we’, ‘our’ or ‘us’.

This insurance is available under a Master Policy between QBE and Australia and New Zealand Banking Group Limited, ABN: 11 005 357 522, 833 Collins Street, Docklands, Melbourne VIC 3008 (‘ANZ’). QBE’s reference number for this booklet is QM 7105 1115. You do not hold this insurance, but you are entitled to receive benefits under the policy held by ANZ. The insurance is automatically available to you if you are the Principal, but you are not obliged to accept the insurance. However, if you want to make a claim under this insurance, you will be bound by the terms and conditions of the insurance as set out in this document.

ANZ is not the issuer of the insurance and neither it nor any of its related corporations guarantee or are liable to pay any of the benefits under this insurance.

ANZ does not receive any commission or remuneration in relation to the insurance set out in this booklet.

Neither ANZ nor any of its related corporations are Authorised Representatives of QBE or any of its related companies.

Sanctions

Notwithstanding any other terms, we shall not be deemed to provide coverage and we will not make any payments nor provide any service or benefit to any person or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the person would violate any applicable trade or economic sanctions law, or regulation.

How can this insurance be terminated or changed?

ANZ may terminate or change the insurance at any time. ANZ will take all reasonable steps to notify the Principal of the change or termination.

The existing insurance will apply to Unauthorised Transactions made before the date of the change or termination.

Definitions

“Account holder” means any ANZ customer being a business entity or corporation, who has entered into an ANZ Commercial Card Facility.

“Act of Terrorism” means an act, including but not limited to, actual and/or threatened use of force or violence, of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethical, racial, economic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“ANZ” means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 of 833 Collins Street, Docklands, Melbourne VIC 3008 (‘ANZ’).

“ANZ Commercial Card” means a current and valid ANZ Corporate Card, ANZ Visa Purchasing Card or

ANZ Business One Card, which at the request of the Principal has been issued by ANZ to a Cardholder authorised for the purpose of operating the Principal's Billing Account.

"Cardholder" means an Australian or New Zealand resident who is an employee of the Principal who has been nominated by the Principal and issued with an ANZ Commercial Card on the Principal's Billing Account.

"Cardholder Account" means the account of each person who has been nominated by the Principal and issued with an ANZ Commercial Card on the Principal's Billing Account.

"Principal", "you" and "your" means the Account holder who has applied for an ANZ Commercial Card Facility subject to the ANZ Commercial Card Facility Terms and Conditions.

"Principal's Billing Account" means either the Principal's ANZ Corporate Card Billing Account, ANZ Visa Purchasing Card Billing Account or the ANZ Business One Billing Account.

"Unauthorised Transaction" means an ANZ Commercial Card transaction which has been processed to the Cardholder Account but was not authorised in any way by the Principal and/or was outside the Cardholder's authority to transact.

Terms and Conditions

What is insured?

You are insured against Unauthorised Transactions incurred by your Cardholders. Our liability to pay your claims under this insurance is limited, in any twelve months, to:

- A\$37,500 per individual Cardholder, and
- A\$200,000 maximum per ANZ Commercial Card Facility.

Your responsibilities

It is a condition of this insurance that you must take all reasonable steps to ensure your Cardholders use their ANZ Commercial Card in accordance with your instructions and any authority you have given to the Cardholder, including (but not limited to) the following:

- You must instruct your Cardholders in writing of the limits of their authority to use their ANZ Commercial Card Account.
- When:
 - you no longer wish a Cardholder to use their ANZ Commercial Card; or
 - the Cardholder's employment is terminated or the Cardholder resigns; or
 - you become aware, or a reasonable person in the circumstances would have become aware, that an Unauthorised Transaction had been incurred (e.g. when an Unauthorised Transaction shows on a statement) or is likely to be incurred by the Cardholder,

you must immediately direct ANZ to cancel the Cardholder's ANZ Commercial Card. This direction should be made by telephone or facsimile or any other electronic communication, which may be approved by ANZ.

- You must also, if possible, immediately obtain the ANZ Commercial Card from the Cardholder, cut it in half and return it to ANZ at the address appearing on the ANZ Commercial Card account statement.
- If you are unable to recover the Cardholder's ANZ Commercial Card, you must immediately write to the Cardholder advising the Cardholder that he or she is no longer authorised to use the ANZ Commercial Card Account and must return the ANZ Commercial Card to you. A copy of the letter sent to the Cardholder (if applicable) should be included with your "Notification of Claim".

What is not insured?

QBE shall not be liable under this insurance for:

- any loss caused by or resulting from any Act of Terrorism;
- any indirect losses or consequential liability of any kind other than Unauthorised Transactions; or
- any Unauthorised Transactions incurred by a director, partner, Principal or owner of the ANZ Commercial Card or any family members of the said directors, partners, Principal or owners.

How to make a claim

What you need to do to make a claim

When you become aware of an Unauthorised Transaction likely to result in a claim you must do the following:

- immediately report the matter to the police;
- take all reasonable steps to recover from the Cardholder all Unauthorised Transaction amounts transacted by the Cardholder. This includes (but is not limited to) you utilising, where legally possible, any monies held by you for, or on behalf of, the Cardholder so as to avoid or reduce any loss through Unauthorised Transactions to the maximum extent permitted by law; and
- immediately direct ANZ to cancel the Cardholder's ANZ Commercial Card; and
- complete the "Notification of Claim" form (in the form of Addendum "A") and send it to QBE along with the following:
 - a copy of the police report (or incident report number), and
 - a copy of the letter you sent the Cardholder (if applicable).

Subject to the claim being established and admitted by QBE, QBE will make payment of any Unauthorised Transaction amounts in accordance with the General Insurance Code of Practice 2014 guidelines.

Documentation

Where necessary, we will provide you with claim forms which should be returned to us within 30 days or as soon as possible after you receive them. If you fail to contact us within this time and we are prejudiced by your delay, then our liability in respect of your claim may be reduced in line with the prejudice we have suffered.

We may also require further documentation or material in support of the claim. This will include (but is not limited to) ANZ Commercial Card statements.

Assisting us with claims

In certain circumstances, we may have the right to sue others in your name to recover money payable under

this insurance. If this occurs, you must assist us and act in an honest and truthful way.

When making a claim you must tell us about any other insurance under which you are or might be able to claim. If you can claim from another insurer and we also pay you in respect of the same insured event, then you must refund to us the amount we paid if they also pay you. You cannot claim from us and from the other insurer to obtain an aggregate amount that exceeds your loss.

Fraudulent Claims

If you or anyone acting on your behalf makes a fraudulent claim under this insurance, then no payment will be made for that claim and we may take legal action against you. Also, we will inform ANZ of the situation and you may no longer be eligible for this insurance or to use the ANZ Commercial Card.

QBE Resolving complaints and disputes

Our commitment to you

At QBE we're committed to providing you with quality products and delivering the highest quality of service.

We also know that sometimes there might be something about our products or service that you're not totally happy about.

Step 1 - Talk to us

If there's something you want to talk to us about, or if you would like to make a complaint, our staff are there to work with you to try and resolve your issue.

If you're not happy with our staff, or if you're unhappy with how our staff have responded to your complaint, you can ask to speak to their Manager.

You can also make your complaint directly to our Customer Care Unit.

Phone: 1300 650 503 (Office Hours Monday - Friday 9:00 – 17:00 except public holidays. Calls from mobiles, public telephones or hotel rooms may attract additional charges)

Email: complaints@qbe.com

Post: Customer Care
GPO Box 219
PARRAMATTA NSW 2124

Step 2 – Escalate your complaint

Whenever you make a complaint we will try and resolve it within 15 business days. If this hasn't happened, or if you're not happy with how our staff tried to resolve it, you can ask that your complaint be escalated to one of our Dispute Resolution Specialists.

Our Dispute Resolution Specialists will provide our final decision within 15 business days of your complaint being escalated, unless they have requested and you have agreed to give them more time.

Step 3 - Still not resolved?

If you're not happy with our decision, you can contact the Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body. You can also contact FOS if we've taken more than 45 days to respond to you from the date you first made your complaint.

FOS is a free service that resolves insurance disputes between consumers and insurers, so there'll be no cost to you. QBE is bound by FOS' decisions - but you're not. If you wish to access FOS, you can contact them:

Phone: 1300 780 808 (Office Hours: 9am - 5pm
Melbourne time Monday - Friday)

Email: info@fos.org.au

Online: www.fos.org.au

QBE Privacy

All companies in the QBE Group are committed to safeguarding your privacy and the confidentiality of your personal information. QBE collects only that personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claim made by you. QBE will only use and disclose your personal information for a purpose you would reasonably expect. We will request your consent for any other purpose.

Without this personal information we may not be able to issue insurance cover, administer your insurance or process your claim. Our aim is to always have accurate and up-to-date information. You should contact us if the information is not correct.

QBE uses the services of a related company located in the Philippines to provide Call Centre sales and claims handling, accounting and administration services to QBE in Australia.

QBE or our authorised agent may collect or disclose your personal information from or to:

- any person authorised by you;
- mail house, records management company or technology services provider (for printing and/or delivery of mail and email, including secure storage and management of our records). These companies may be located or the records stored using 'Cloud' technology overseas, including in India, Ireland, USA or the Netherlands;
- an organisation that provides you with banking facilities (for the purpose of arranging direct debit or other payment transactions or confirming payments made by you to us);
- a financial services provider or our agent who is arranging your insurance (for the purpose of confirming your personal and insurance details);
- another person named as a co-insured on your Policy (for the purpose of confirming if full disclosure has been made to us);
- another insurer (to obtain confirmation of your no claim bonus or to assess insurance risks or to assist with an investigation);
- our reinsurer that may be located overseas (for the purpose of seeking recovery from them);
- a dispute resolution organisation such as the Financial Ombudsman Service (for the purpose of resolving disputes between QBE and you or between QBE and a third party);
- a company to conduct surveys on our behalf for the purpose of improved customer services; and
- an insurance reference bureau (to record any claims you may make upon us).

In addition to the above, in the event of a claim, QBE or our authorised agent may disclose your personal information:

- to a repairer or supplier (for the purpose of repairing or replacing your insured items);

- to an investigator, assessor (for the purpose of investigating or assessing your claim);
- to a lawyer or recovery agent (for the purpose of defending an action by a third party against you or recovering our costs including your excess or seeking a legal opinion regarding the acceptance of a claim);
- to a witness to a claim (for the purpose of obtaining a witness statement);
- to another party to a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party).

Personal information (about you) may also be obtained from the above people or organisations.

In addition we will:

- give you the opportunity to find out what personal information we hold about you and when necessary, correct any errors in this information. Generally we will do this without restriction or charge; and
- provide our dispute resolution procedures to you, should you wish to complain about how we handle your personal information.

To obtain further information about our Privacy Policy, to request access to or correct your personal information, or to make a complaint please email: complaints@qbe.com.

QBE General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice. The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

Find out more about the code from:
www.codeofpractice.com.au

Enquiries

Additional copies of this document can be obtained by phoning 13 10 06 or online at www.anz.com

If you require personal advice about this insurance, please see your insurance adviser.

If you wish to make a general inquiry regarding the insurance in this document you can phone us on 1300 096 056, however, please make sure you have this document on hand when you phone us.

Addendum A

(To be presented on the Principal's Company letterhead)

Notification of Claim

QBE Insurance Limited
PO Box 12090
Melbourne Vic 8006

ANZ Commercial Card Billing Account Number:

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Name of Cardholder:

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Home address of Cardholder:

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| | Postcode | |
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Business address of Cardholder:

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| | Postcode | |
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We wish to lodge a claim in respect of an Unauthorised Transaction and request a claim form to be sent to this office.

We can be contacted by phone on

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The police have been notified (Report No

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) of this matter and a copy of the police report is attached and (please tick the applicable sentences below):

- ANZ have been advised to cancel the Cardholder's ANZ Commercial Card
- The ANZ Commercial Card has been cut in half and destroyed by us.
- The ANZ Commercial Card has been returned to ANZ.
- The ANZ Commercial Card is still in the possession of the Cardholder and accordingly, we have notified the Cardholder that he/she is no longer authorised to use the ANZ Commercial Card Account and must return the ANZ Commercial Card (copy of letter attached).

Signed for and on behalf of:

Company/Business Name – please print

Name of authorised person – please print

Signature of authorised person

Date

ANZ Commercial Card Transit Accident Insurance

Important information about the insurance

This is your ANZ Commercial Card Transit Accident Insurance applicable only for ANZ Business One and ANZ Corporate Card customers. This insurance is provided at no additional cost to you and applicable if the entire payment for your Trip is charged to the ANZ Commercial Card prior to the commencement of the Trip and made on or after 1 November 2015.

This insurance, as described below, is automatically available to Cardholders for Injuries sustained whilst on a Trip provided that, before the Trip commenced, the full cost of the Trip was charged to the Cardholder's ANZ Commercial Card. If the Cardholder is eligible for this insurance, the Cardholder's Spouse and/or Dependent child/children are also eligible for the insurance, if they are travelling with the Cardholder on his/her Trip and, before the Trip commenced, the full cost of the Trip was charged to the Cardholder's ANZ Commercial Card. There is no obligation to accept the insurance, however if you want to make a claim, you are bound by the terms and conditions as set out in this booklet. Therefore it's important that you read this booklet carefully and keep it in a safe place.

You may also need to keep detailed particulars and proof of any loss including sales receipts and a copy

of the relevant ANZ Commercial Card statement(s) showing the purchase of any Trip.

QBE – The Issuer of this insurance

You should be aware that the issuer of this insurance is QBE Insurance (Australia) Limited ('QBE'), ABN 78 003 191 035 AFS Licence No. 239545 of 2 Park Street, Sydney NSW 2000. In this booklet, QBE is referred to as 'QBE', 'we', 'our' or 'us'.

This insurance is available under a Master Policy between QBE and Australia and New Zealand Banking Group Limited, ABN: 11 005 357 522, 833 Collins Street, Docklands, Melbourne VIC 3008 ('ANZ'). You do not hold this insurance, but you are entitled to receive benefits under the policy held by ANZ.

ANZ is not the issuer of the insurance and neither it nor any of its related corporations guarantee or are liable to pay any of the benefits under this cover.

ANZ does not receive any commission or remuneration in relation to the insurance set out in this booklet.

Neither ANZ nor any of its related corporations are Authorised Representatives of QBE or any of its related companies.

Sanctions

Notwithstanding any other terms, we shall not be deemed to provide coverage and we will not make any payments nor provide any service or benefit to any person or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the person would violate any applicable trade or economic sanctions law or regulation.

How can this insurance be terminated or changed?

ANZ may terminate or change the insurance at any time. ANZ will give the Principal written notice of the change or termination. It is the Principal's responsibility to inform each Cardholder of the amendment or termination and the Cardholder's responsibility to determine whether or not the insurance is current at the time he or she travels.

The existing insurance will apply to Trips purchased before the date of the change or termination.

Definitions

“Accident” means any sudden and unexpected physical event.

“Act of Terrorism” means an act, including but not limited, actual and/or threatened use of force or violence, of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethical, racial, economic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“Account holder” means any ANZ customer being a business entity or corporation, who has entered into an ANZ Commercial Card Facility.

“ANZ” means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 of 833 Collins Street, Docklands, Melbourne VIC 3008.

“ANZ Commercial Card” means a current and valid ANZ Corporate Card or ANZ Business One Card, which at the request of the Principal has been issued by ANZ to a Cardholder authorised for the purpose of operating the Principal’s Billing Account.

“ANZ Commercial Card Facility” means an ANZ Corporate Card Facility, or an ANZ Business One Facility which has been opened at the request of the Principal.

“Cardholder” means an Australian or New Zealand resident who has been nominated by the Principal and issued with an ANZ Commercial Card.

“Conveyance” means a plane, train, tourist bus, ferry (but not a cruise ship) that is licensed or authorised to carry fare-paying passengers.

“Dependent child/children” means one of the following persons who is accompanying the Cardholder on the Trip:

- all children up to and including the age of 18, of whom the Cardholder has sole custody and who live with the Cardholder;
- all children up to and including the age of 18 of whom the Cardholder has shared custody;
- all children from the age of 19 to and including the age of 25 who are full-time students attending

an accredited institution of higher learning in Australia and of whom the Cardholder has sole or shares custody, and who are dependent upon the Cardholder for their maintenance and financial support;

- all unmarried persons who are physically or mentally incapable of self-support of whom the Cardholder has custody and who live with the Cardholder.

“Injury/injured” means the loss of life or bodily injury (but not an illness or sickness);

- caused by an accident whilst the Policy is in force; and
- resulting independently of any other cause

“Principal” means the Account holder who has applied for an ANZ Commercial Card Facility subject to the ANZ Commercial Card Facility Terms and Conditions.

“Spouse” means:

- a Cardholders’ legal wife, husband; or
- de facto partner, who is permanently residing with the Cardholder at the time the Trip commences

who is accompanying the Cardholder on the Trip.

We may ask you for proof of this relationship.

“Trip” means passage by the Cardholder and/or their Spouse and/or Dependent children as paying passengers on a conveyance, provided that, before the passage commenced, the full cost of the passage was charged to the Cardholder’s ANZ Commercial Card.

“you” or “your” means any of the following if they are eligible for this insurance:

- a Cardholder and/or
- a Spouse and/or
- Dependent child/children.

Terms and Conditions

When does the insurance apply?

A Cardholder is eligible for Transit Accident Insurance when the purchase in full of a Trip is charged to a Cardholder’s ANZ Commercial Card Account. The insurance provides cover for Injuries, as outlined in the Table below, when sustained as a direct result

of an Accident whilst on a Trip and occurring within 12 months of the Accident.

If the Cardholder is eligible for this insurance, the Cardholder's Spouse and/or Dependent children are also eligible for the insurance, if they are travelling with the Cardholder on his/her Trip and before the Trip commenced, the full cost of their Trip was charged to the Cardholder's ANZ Commercial Card Account.

This also includes Accidents sustained:

1. when boarding or alighting, being when you physically get on or off, a conveyance on the Trip; and
2. when as a passenger in a licensed or authorised taxi, bus or hire vehicle you are travelling directly to or from any airport, coach depot, railway station or dock immediately before or after the scheduled Trip; and
3. when boarding or alighting, being when you physically get on or off the said taxi, bus or hire vehicle mentioned in clause 2 above.
4. when, by reason of an accident specified in 1, 2 or 3 above, a Cardholder, Spouse or Dependent child/children are unavoidably exposed to the elements and, as a result of such exposure, suffers an Injury for which indemnity is otherwise payable hereunder such loss shall be covered under the terms of this Policy.

What is covered?

The following table sets out the type of Injury and the amounts we will pay. However, if, as a result of one Accident, more than one Injury is sustained by a person eligible for cover, only the greater Benefit Amount will be paid.

| Injury | Benefit Amount |
|--|----------------|
| Loss of Life | \$250,000 |
| Loss of both hands or both feet | \$250,000 |
| Loss of one hand & one foot | \$250,000 |
| Loss of the entire sight of both eyes | \$250,000 |
| Loss of the entire sight of one eye & one hand or one foot | \$250,000 |
| Loss of one hand or one foot | \$125,000 |
| Loss of the entire sight of one eye | \$125,000 |

Injury relating to loss of hands and/or feet referred to above means severance through or above the wrist or ankle joint and, in relation to eye(s), means irrecoverable loss of sight.

If the person's body has not been found within one year of the date of disappearance arising out of an Accident that is covered by this insurance, it will be presumed the person died as a result of Injury caused by an Accident at the time of the disappearance.

What are the insurance limits?

The most we will pay in claims, under this Transit Accident Insurance, that results from the one Accident (e.g. a bus crash) is A\$1,000,000 regardless of the number of persons Injured in the Accident.

This means that if as a result of one Accident a number of Cardholders, their Spouses and/or Dependent children were Injured, we would pay each on a proportional basis (using the table amounts) up to a total of A\$1,000,000. For example, if five Cardholders lost their lives in the same bus crash, we calculate the benefits payable as follows:

Five Cardholders – $5 \times \$250,000 = \$1,250,000$ Total Benefit Amount.

We take the total aggregate exposure (\$1,000,000) and divide it by the Total Benefit Amount (\$1,250,000) to determine the percentage (80%) by which each individual Benefit Amount will be proportionally reduced.

In this case, the Benefit Amount for each Cardholder would be 80% of \$250,000.

Benefit Amount for each Cardholder - \$200,000.

A benefit payable under this insurance, will be paid to the injured Cardholder or Spouse or, in the event of their death, the benefit will be paid to their legal representative(s). In the event of an injury of or the death of a Dependent child/children, the benefit will be paid to their legal representative(s).

What is not insured?

This insurance does not cover any Injury caused by or resulting from:

- suicide or self destruction, or any attempt at suicide or self destruction, while sane or insane;
- a hijack or war-like hostilities;

- any Act of Terrorism;
- radioactive contamination;
- any indirect losses or consequential liability of any kind, including punitive damages; or
- an intentional or illegal or criminal act of;
 - you;
 - a person acting on your behalf; or
 - your designated beneficiary, executor or administrator;
 - your legal heirs or personal legal representative.

How to make a Claim

Contacting us

Please do not contact ANZ to make a claim as they are not involved in processing claims.

If you want to make a claim, please phone us on 1300 096 056 as soon as possible after and within 30 days of learning of an Accident likely to result in a claim under this insurance.

Documentation

Where necessary, we will provide you with claim forms which should be returned to us within 30 days or as soon as possible after you receive them. If you fail to contact us within this time and we are prejudiced by your delay, then our liability in respect of your claim may be reduced in line with the prejudice we have suffered.

We may also require further documentation or material in support of the claim. This may include (but is not limited to):

- medical reports;
- doctors' certificates;
- post-mortem examinations (would be at QBE's expense);
- credit ANZ Commercial Card statements;
- itineraries;
- travel receipts;
- police reports; and
- letters/reports from carriers.

Fraudulent Claims

If you or anyone acting on your behalf makes a fraudulent claim under this insurance, then no payment will be made for that claim and we may take legal action against you. Also, we will inform ANZ of the matter and you may no longer be eligible for this insurance or to use the ANZ Commercial Card Facility.

QBE Resolving complaints and disputes

Our commitment to you

At QBE we're committed to providing you with quality products and delivering the highest quality of service.

We also know that sometimes there might be something about our products or service that you're not totally happy about.

Step 1 - Talk to us

If there's something you want to talk to us about, or if you would like to make a complaint, our staff are there to work with you to try and resolve your issue.

If you're not happy with our staff, or if you're unhappy with how our staff have responded to your complaint, you can ask to speak to their Manager.

You can also make your complaint directly to our Customer Care Unit.

Phone: 1300 650 503 (Office hours Monday to Friday, 9am to 5pm except, public holidays
– Calls from mobiles, public telephones or hotel rooms may attract additional charges)

Email: complaints@qbe.com

Post: Customer Care
GPO Box 219
PARRAMATTA NSW 2124

Step 2 – Escalate your complaint

Whenever you make a complaint we will try and resolve it within 15 business days. If this hasn't happened, or if you're not happy with how our staff tried to resolve it, you can ask that your complaint be escalated to one of our Dispute Resolution Specialists.

Our Dispute Resolution Specialists will provide our final decision within 15 business days of your complaint being

escalated, unless they have requested and you have agreed to give them more time.

Step 3 - Still not resolved?

If you're not happy with our decision, you can contact the Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body. You can also contact FOS if we've taken more than 45 days to respond to you from the date you first made your complaint.

FOS is a free service that resolves insurance disputes between consumers and insurers, so there'll be no cost to you. QBE is bound by FOS' decisions - but you're not. If you wish to access FOS, you can contact them:

Phone: 1300 780 808 (Office Hours: 9am - 5pm
Melbourne time Monday - Friday)

Email: info@fos.org.au

Online: www.fos.org.au

QBE Privacy

All companies in the QBE Group are committed to safeguarding your privacy and the confidentiality of your personal information. QBE collects only that personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claim made by you. QBE will only use and disclose your personal information for a purpose you would reasonably expect. We will request your consent for any other purpose.

Without this personal information we may not be able to issue insurance cover, administer your insurance or process your claim. Our aim is to always have accurate and up-to-date information. You should contact us if the information is not correct.

QBE uses the services of a related company located in the Philippines to provide Call Centre sales and claims handling, accounting and administration services to QBE in Australia.

QBE or our authorised agent may collect or disclose your personal information from or to:

- any person authorised by you;
- mail house, records management company or technology services provider (for printing and/or delivery of mail and email, including secure

storage and management of our records). These companies may be located or the records stored using 'Cloud' technology overseas, including in India, Ireland, USA or the Netherlands;

- an organisation that provides you with banking facilities (for the purpose of arranging direct debit or other payment transactions or confirming payments made by you to us);
- a financial services provider or our agent who is arranging your insurance (for the purpose of confirming your personal and insurance details);
- another person named as a co-insured on your Policy (for the purpose of confirming if full disclosure has been made to us);
- another insurer (to obtain confirmation of your no claim bonus or to assess insurance risks or to assist with an investigation);
- our reinsurer that may be located overseas (for the purpose of seeking recovery from them);
- a dispute resolution organisation such as the Financial Ombudsman Service (for the purpose of resolving disputes between QBE and you or between QBE and a third party);
- a company to conduct surveys on our behalf for the purpose of improved customer services; and
- an insurance reference bureau (to record any claims you may make upon us).

In addition to the above, in the event of a claim, QBE or our authorised agent may disclose your personal information:

- to a repairer or supplier (for the purpose of repairing or replacing your insured items);
- to an investigator, assessor (for the purpose of investigating or assessing your claim);
- to a lawyer or recovery agent (for the purpose of defending an action by a third party against you or recovering our costs including your excess or seeking a legal opinion regarding the acceptance of a claim);
- to a witness to a claim (for the purpose of obtaining a witness statement);
- to another party to a claim (for the purpose of obtaining a statement from them or seeking

recovery from them or to defend an action by a third party).

Personal information (about you) may also be obtained from the above people or organisations.

In addition we will:

- give you the opportunity to find out what personal information we hold about you and when necessary, correct any errors in this information. Generally we will do this without restriction or charge; and
- provide our dispute resolution procedures to you, should you wish to complain about how we handle your personal information.

To obtain further information about our Privacy Policy, to request access to or correct your personal information, or to make a complaint please email: complaints@qbe.com.

QBE General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice. The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

Find out more about the code from:
www.codeofpractice.com.au

Enquiries

Additional copies of this document can be obtained by phoning 13 10 06 or online at www.anz.com

If you require personal advice about this insurance, please see your insurance adviser.

If you wish to make a general inquiry regarding the insurance in this document you can phone us on 1300 096 056, however, please make sure you have this document on hand when you phone us.

ANZ Business One Bonus Partner Terms and Conditions

These terms and conditions apply only to ANZ Business One – Rewards customers (excluding members of the ANZ Business One Cash Rewards program).

These Bonus Partner Terms and Conditions are to be read in conjunction with the ANZ Business One Reward Terms and Conditions and the ANZ Commercial Card Facility Terms and Conditions. To the extent that there is any inconsistency between the ANZ Business One Reward Terms and Conditions and these Bonus Partner Terms and Conditions, the Bonus Partner Terms and Conditions prevail. Terms defined in the ANZ Business One Reward Terms and Conditions have the same meaning in these Bonus Partner Terms and Conditions unless otherwise stated.

In these terms and conditions:

“Bonus Partner” means *“Points Provider”* as defined in the Reward Terms and Conditions.

“Reward Points” means *“Points”* as defined in the Reward Terms and Conditions and includes Bonus Reward Points.

“Bonus Reward Points” means the extra Points that are earned in respect of the acquisition of qualifying goods and services from Bonus Partners in addition to the standard Points earned for spend on the Card.

Bonus Partners and the number of Bonus Reward Points offered by them when goods or services purchased from them are charged to the Card or the Card is produced at the time of a transaction may change without notice. Cardholders should contact the ANZ Business One Rewards Centre to confirm Bonus Partner participation. Only goods and services purchased at Bonus Partners in Australia are eligible for Bonus Reward Points.

1. Australia and New Zealand Banking Group Limited

Subject to the Reward Terms and Conditions, the following Bonus Reward Points accrue when the Account holder receives approval for any of the products or facilities listed below, where these products/facilities are established in the same business name as the Account holder's ANZ Business One account:

An ANZ Classic, Extra or Negotiator Business Cheque Account

• 2,500 Bonus Reward Points

ANZ Overdraft – 2,500 Bonus Reward Points

ANZ Business Mortgage Loan or Business Saver Loan

• 7,500 Bonus Reward Points

ANZ Business Loan – 7,500 Bonus Reward Points

Where the following product combinations are approved and established at the same time, the following Bonus Reward Points will accrue instead of the above:

ANZ Classic, Extra or Negotiator Business Cheque Account, plus, an ANZ Overdraft facility – 6,250 Bonus Reward Points

ANZ Classic, Extra or Negotiator Business Cheque Account, plus, an ANZ Business Mortgage Loan, Business Saver Loan or ANZ Business Loan – 12,500 Bonus Reward Points

ANZ Classic, Extra or Negotiator Business Cheque Account, plus, an ANZ Overdraft facility, plus, an ANZ Business Mortgage Loan, Business Saver Loan or ANZ Business Loan – 15,000 Bonus Reward Points

An ANZ Business One card number must be quoted at the time of application for any of the above products/facilities in order to be eligible for the stated Bonus Reward Points. Bonus Reward Points applicable to approved ANZ Overdrafts, Business Mortgage Loans, Business Saver Loans and Business Loans will be awarded upon settlement of these facilities and only available where a full Loan Approval Fee (LAF) has been paid. Any reduction in the normal LAF will prevent the accrual of Bonus Reward Points. Bonus Reward Points applicable to new ANZ Business Classic, Extra or Negotiator Cheque accounts will be awarded 3 months after the account is opened, provided the account remains open at the completion of the 3 month period.

2. All Seasons, Shangri-La Hotel, Mercure, Novotel and Sofitel Hotels and Resorts

Bonus Reward Points accrue on goods and services charged to the Card at these establishments in Australia to a maximum of 100,000 Bonus Reward Points per Card Account per stay. This also includes services such as telephones, laundry, meals, facsimiles or drinks at the bar that are charged to the Card. Bonus Reward Points also accrue on restaurant meals at these establishments charged to the Card even if you are not staying overnight. We reserve the right not to award points on franchised and external services booked through the hotel and charged to the Card.

3. Crown Towers and Crown Promenade Hotel

Bonus Points are only earned on purchases made on your Card at Crown Towers and the Crown Promenade Hotel as an in-house guest. Points will be earned for all spend charged through to your guest bill folio for that particular visit.

Purchases made from the casino entertainment complex or any other food and beverage points outlet, which are not charged to the Hotel bill folio are not eligible to earn points.

A maximum of 500 Bonus Points can be earned on one transaction at Crown Towers, and a maximum of 300 Bonus Points can be earned on one transaction at the Crown Promenade Hotel.

4. L.J. Hooker

Bonus Reward Points accrue when a property is listed and sold through L.J. Hooker. An ANZ Business One card number must be quoted prior to executing any authority to sell the property.

Only one ANZ Business One card number will be eligible to claim Bonus Reward Points per property listed and sold. The offer of Bonus Reward Points cannot be used in conjunction with any other card program or special offer.

By signature or first use of the Card, the Account holder or Cardholder accepts these Terms and Conditions and agrees to be bound by them.

ANZ Business One Reward Terms and Conditions

These terms and conditions apply only to ANZ Business One – Rewards customers (excluding members of the ANZ Business One Cash Rewards program).

General

“Account holder” means the Person in whose name a Card Account is kept and who is responsible for all transactions on the Card Account.

“ANZ” means Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) and ANZ Rewards (No.2) Pty Limited (ABN 41 082 713 915) and any of their agents or contractors from time to time, including Pinpoint.

“Bonus Reward Points” means the extra Points that are earned in respect of the acquisition of qualifying goods and services from Bonus Partners in addition to the standard Points earned for spend on the Card.

“Card” means an ANZ Business One credit card issued by ANZ.

“Card Account” means the account of each person who has been nominated by the Account holder and issued with a Card linked to the account of the Account holder.

“Cardholder” means a Person to whom a Card is issued, at the request of the Account holder and who is authorised to transact on the Card Account.

“Designated Cardholder” means a Cardholder, who has a Qantas Frequent Flyer Account, named by the Account holder as a Designated Cardholder for the purposes of clause 25.

“Nominated Cardholder” means a Cardholder in whose name a Points Record has been established or, if there are no such Cardholders in respect of a Card Account, the Account holder.

“Person” includes a firm, a body corporate, an unincorporated association or an authority.

“Pinpoint” means Pinpoint Pty Limited ACN 002 693 656 and any of its wholly owned subsidiary companies.

“Points” means points added to or subtracted from a Points Record in accordance with these terms and conditions.

“Points Plus Pay” means a method of claiming a nominated Reward by which a Nominated Cardholder utilises a Points Portion as a deposit for a Reward and pays the balance, by either a lump sum or periodic payments whether or not by use of the Card, equal to the cost of the reward less the notional value assigned by ANZ to the Points Portion.

“Points Portion” means a specified number of Points which may vary from time to time at the discretion of ANZ which can be used as a deposit by a Nominated Cardholder seeking to claim a Reward by the Points Plus Pay method.

“Points Provider” means ANZ and any other Person who agrees to provide Points and/or provide Rewards.

“Points Record” means a record established in the name of a Nominated Cardholder for the purpose of determining when the Nominated Cardholder becomes entitled to claim a Reward.

“Qantas Frequent Flyer points” means points in the Frequent Flyer Program operated by or on behalf of Qantas, or its successors, which may be used for the redemption of flights and other awards in the Qantas Frequent Flyer Program.

“Qantas Frequent Flyer Program” means the loyalty program of that name operated by Qantas.

“Reward” means a reward, gift, bonus or other benefit, including but not limited to a Points Portion and Reward Certificate, obtained by a Nominated Cardholder through the accumulation of Points

through use of the Card or a Card Account or as otherwise agreed by ANZ.

“Reward Account” means an account opened by the Points Provider which reflects the Points Record.

“Reward Certificate” means a certificate issued by or on behalf of a Points Provider and forwarded to a Nominated Cardholder by ANZ when a request is made by the Nominated Cardholder for a Reward.

“Reward Points List” means the list published by ANZ from time to time of the Points required to claim a Reward in accordance with these terms and conditions.

“Rewards Centre” means the centre operated by ANZ to handle Rewards Statement enquiries and requests for Rewards.

“Rewards Catalogue” means the newsletter published from time to time by ANZ of the Rewards that may be claimed by a Nominated Cardholder in accordance with these terms and conditions and any terms and conditions in the Rewards Catalogue.

“Rewards Statement” means a summary of Points in the Nominated Cardholder’s Points Record which is provided in accordance with clause 20.

2. These terms and conditions and any terms and conditions in the Rewards Catalogue may be changed or amended at any time by ANZ without giving any reason. Nominated Cardholders will be notified of changes to these terms and conditions in such manner as is determined by ANZ.
3. First use of the Card by a Nominated Cardholder will bind the Nominated Cardholder to these terms and conditions, any terms and conditions included in the Rewards Catalogue and any policies or procedures adopted by ANZ.

First use of the Card by a Nominated Cardholder after receipt of a notice of an amendment to these terms and conditions, or the terms and conditions included in the then current Rewards Catalogue or any relevant policies or procedures whichever first occurs, will bind the Nominated Cardholder to those terms and conditions, policies or procedures.

Any failure to follow any applicable terms, conditions, policies or procedures or any misrepresentation of information to ANZ may result in cancellation of accrued Points.

4. Information as to transactions or events resulting in Points being credited or debited, information about the number of such Points being credited or debited, information about the number of such Points accumulated by the Nominated Cardholder and any information relating to the Rewards scheme subsequently disclosed by the Nominated Cardholder to ANZ may be sought, collected, used or disclosed for one or more of the following purposes:
 - administering the Rewards scheme and the provision or performance of services relating to that scheme; or
 - planning, research, and the promotion and marketing (whatever targeted, direct or indirect) of goods, services or products of ANZ or any Points Provider.

And each Nominated Cardholder specifically authorises ANZ and any of its agents or contractors (including but not limited to Pinpoint) and Points Providers to:

- seek access to, collect and use that information; or
 - disclose that information between themselves, for the above purposes. Each Cardholder understands that this means Points Providers (except ANZ and Qantas) will not have access to the Cardholder's name and address.
5. ANZ has the right to terminate or change Rewards, the Rewards Catalogue or the Reward Points List in whole or in part at any time with or without notice even though changes may affect Points already accumulated. Points Providers also reserve the right to make any changes at any time without prior notice to the goods or services which are qualifying goods or services for the purposes of clause 14 and the number of Points which the Nominated Cardholder will receive as a result of a Cardholder acquiring such goods or services. Points Providers may change without notice.
 6. ANZ reserves the right to cancel or suspend Points relating to a Nominated Cardholder if the Card Account is in arrears, suspension or default, or if the Card Account or a Card is or is reasonably suspected to be operated fraudulently, or if the Cardholder was never eligible to receive the Points or the Points were incorrectly allocated to a Reward Account.

On the death of a Nominated Cardholder, any Points accrued to the credit of that Nominated Cardholder are cancelled.

7. ANZ will use its reasonable endeavours to transmit Rewards Statements, notices and other material relevant to the Nominated Cardholder to advise the Nominated Cardholder of various matters of interest including changes to these terms and conditions, Rewards, the Rewards Catalogue or the Reward Points List but ANZ expressly disclaims any liability for failure to do so. ANZ will not be responsible for correspondence lost or delayed in the mail. Any Rewards Statement or notice will be deemed to have been given by ANZ if posted to the Nominated Cardholder's mailing address. The Nominated Cardholder is responsible for advising ANZ of any changes of address.
8. Cards, Points, Rewards or Reward Certificates may not be transferred or sold. However, Points may be used to claim as a Reward the redemption of Points for Qantas Frequent Flyer points. The Cardholder must have a Qantas Frequent Flyer Account to redeem Points for Qantas Frequent Flyer points.
9. Subject to clause 10, the Nominated Cardholder's entitlement to claim Rewards is based on Points shown on their most recent Rewards Statement.
10. Subject to clause 11, Points must be used to claim a Reward within 36 months of 31 December of the year in which the Points were added to a Points Record. Points remaining unused after that period will be cancelled.
11. Subject to clauses 6 and 22, in the event a Card Account is closed or ANZ determines (in its discretion) that a Cardholder was never eligible to accrue Points for whatever reason, the associated Rewards Account will be closed on the date that is 90 days after:
 - the closure of the Card Account; or
 - ANZ determines the Cardholder's ineligibility.Any claim for a Reward must be made within this 90 day period. Any points remaining unused after that period will be cancelled.
12. Rewards can be selected only from the Rewards Catalogue current at the time the Nominated

Cardholder seeks to claim a Reward, subject to clause 37 and to any changes to the Rewards made from time to time. In some situations ANZ may source additional Rewards for particular customers, however ANZ is not obligated to offer this service to all customers.

13. ANZ will not be liable for any delay or inability to provide any Rewards caused by circumstances beyond the control of ANZ including strikes or industrial dispute, acts of God, flood, weather, aircraft unavailability or unavailability, war, terrorism or civil disturbance.

Earning Points

14. An Account holder is required to choose whether all Cardholders will have Points Records established in their names, or none. The Account holder may change its choice to nominate, or not to nominate, all Cardholders only once in any twelve month period.

A Points Record will be established:

- for each Cardholder, if the Account holder nominates the Cardholders for that purpose; or
- if the Account holder chooses not to nominate Cardholders, for that Account holder.

Points will be added to a Points Record:

- in the case of the Points Record for a Nominated Cardholder other than the Account holder, by use of the Card issued to that Nominated Cardholder (known as "individual Points"); or
- in the case of an Account holder's Points Record, by use of the Card issued to any Cardholder (known as "Consolidated Points").

The Nominated Cardholder will accumulate Points from ANZ relative to the number of Australian dollars charged, billed and paid on the Card Account by use of the Card issued to the Nominated Cardholder and, in the case of an Account holder, by use of a Card issued to a Cardholder who is not a Nominated Cardholder, in both cases subject to the following exclusions (in relation to which no Points will be accrued): interest charges, government charges, bank fees, Balance Transfers, Funds Transfers, Card Account adjustments resulting from disputed Transactions

or otherwise, Cash Advances and cash equivalent transactions, including, but not limited to:

- foreign exchange, travellers cheque and gambling purchases, and utility bills paid in person at a bank or Australia Post.
15. Subject to clause 14, the Nominated Cardholder will accumulate one Point for every \$1.50 spent on purchases using the Card. This earn rate does not apply to the rate at which the Nominated Cardholder earns Bonus Reward Points, which will be specified in the then current Rewards Catalogue or other communication from ANZ.
 16. When the Account holder obtains a refund or reimbursement (for example, for returned merchandise or disputed transactions) for charges previously incurred, a "credit" is issued to the Card Account in the amount of the reimbursement granted. Such credits posted to the Card Account including but not limited to those arising from returned goods or services, will reduce the Points accrued to the relevant Nominated Cardholder referable to the adjustment.
 17. Points are not property, have no monetary value, are not convertible and can only be redeemed for Rewards. Points are used to record when the Nominated Cardholder becomes entitled to a Reward.

The obligation to provide Rewards in accordance with these terms and conditions, the Reward Points List and the Rewards Catalogue is an obligation of ANZ and the Nominated Cardholder will have no recourse against any Points Provider in respect of Points recorded in the Nominated Cardholder's Points Record. There will be no refunds for Points which are not used to claim a Reward.
 18. Points will accrue monthly based on the relevant Card Account statement period and use of the relevant Cards in the previous month.
 19. ANZ expressly reserves the right to establish additional means of accruing Points, to delete any or all of the means currently recognised or to exclude specific types of transactions from the accumulation of Points.
 20. Reward Statements will be issued quarterly showing Points accrued together with details of

any Rewards claimed. Rewards Statements will be sent to:

- (a) each Nominated Cardholder; or
- (b) if an Account holder has chosen not to nominate any Cardholder in accordance with clause 14, the Account holder.

Requests for missing Points must be submitted in writing to the Rewards Centre and be accompanied by a legible copy of the relevant sales receipts or Card Account statements.

ANZ will investigate all Reward Statement queries but reserves the right to be the final arbiter in the event of any dispute. ANZ further reserves the right to adjust Points Records retrospectively in the event of incorrect crediting or debiting whether due to the error of ANZ, any Points Provider or otherwise.

Obtaining Rewards

21. All questions or disputes regarding eligibility for Rewards or the eligibility of Points for accrual will be resolved by ANZ in its sole discretion.
22. if a Card Account is in arrears, suspension or default no Rewards will be claimable.
23. A Nominated Cardholder may choose to:
 - Accrue further Points towards a higher value Reward or multiple Rewards; or
 - Make a claim for a Reward, if sufficient Points have accumulated.

However, ANZ may, in its sole discretion:

- allow the Nominated Cardholder to top up the Points available to the Nominated Cardholder with cash or use of the Card in order to qualify for a Reward;
- arrange for Rewards to be available to Nominated Cardholders other than by the accumulation of Points.

To request a Reward, the Nominated Cardholder must have accumulated the required number of Points in his or her Rewards Statement. Subject to these terms and conditions and any terms and conditions in the Rewards Catalogue ANZ will forward a Reward to the Nominated Cardholder when a request is made for a Reward. After accumulating the required number of Points, the

Nominated Cardholder may, subject to the time limits for redeeming the Points and any restriction on the number of multiple Rewards of the one type that may be claimed, request a Reward Points List and rewards Catalogue.

24. Points used to claim a Reward will be deducted from the Nominated Cardholder's Points Record at the time the request is received by the Rewards Centre and the deduction will be reflected in the next Rewards Statement. The oldest Points in the Nominated Cardholder's Points Record will be deducted first when a Reward is claimed. All enquiries regarding Reward Statements must be made to the Rewards Centre within 90 days of the date of issue.
25. A Nominated Cardholder who has a Qantas Frequent Flyer Account may redeem Points accrued to their Points Record for Qantas Frequent Flyer points credited to their own Qantas Frequent Flyer Account.

Where Points only accrue to the Points Record of the billing account, an Account holder may nominate up to two Cardholders who are employees of the Account holder to redeem those Points for Qantas Frequent Flyer points credited to their own Qantas Frequent Flyer Account.

A Designated Cardholder must be nominated for a period of at least 12 months, except where the Designated Cardholder leaves the employment of the Account holder, at which time the Account holder may immediately nominate a new Designated Cardholder. The Account holder may replace a Designated Cardholder at any time and for any reason after the initial 12 month term.

The number of Points required to redeem Qantas Frequent Flyer points will be specified in the then current Rewards Catalogue or other communication from ANZ. Nominated Cardholders and Designated Cardholders may only redeem Points for Qantas Frequent Flyer points in multiples of 2,000 Points at a time.

Points are redeemed for Qantas Frequent Flyer points by mailing or faxing the Rewards claim form to the ANZ Business One Rewards Centre or by calling the Rewards Centre. Redemption

for Qantas Frequent Flyer points takes two business days.

The terms and conditions of the Qantas Frequent Flyer Program apply to any Points redeemed for Qantas Frequent Flyer points.

26. Rewards must be applied for by the Nominated Cardholder or the Designated Cardholder (as the case may be) personally.
27. Rewards cannot be taken by pooling of Points by Persons with different Card Accounts.
28. Rewards cannot be returned for Points to a Points Record or cashed in.
29. Except as provided in any law which cannot lawfully be excluded or modified by agreement, ANZ:
 - makes no warranties or representations either express or implied and expressly disclaims any all liabilities (including for consequential damages) with respect to type, quality, standard or fitness or suitability for any purpose or Rewards;
 - expressly disclaims any and all liabilities in respect of negligence and breach of terms implied by law (including statute);
 - does not accept any liability with respect to death, injury, or any consequential loss arising from the supply of a Reward or from the loss, theft or destruction of a Reward.

In the event that ANZ is liable for breach of any term implied by law, ANZ limits that liability where it is entitled to do so to:

- replacement or repair of the Reward or payment of the cost of replacing or repairing the Reward; and
 - supplying the services again or payment of the cost of having the services supplied again.
30. All Rewards are subject to availability and substitutions may be necessary. Special condition may apply in relation to individual Rewards.
 31. Once a request for a Reward has been made, it cannot be cancelled or changed for a Reward of any other form.
 32. All Reward Certificates must be used by the expiry date shown on the certificate.

33. Rewards will be sent by mail to the address last notified by the Nominated Cardholder to ANZ. ANZ and Pinpoint will not be responsible for any lost or delayed mail.
34. Reward Certificates and, where applicable, Rewards will not be replaced if lost, stolen or otherwise destroyed.
35. ANZ may at any time and in its sole discretion, and without prior notice to the Nominated Cardholder, withdraw, limit, modify, cancel or increase the continued availability of any Reward or the number of Points required to obtain a particular Reward. ANZ expressly reserves the right to limit the number of multiple Rewards of any one type which a Nominated Cardholder may claim at any one time or from time to time.
36. ANZ does not accept any liability whatsoever in connection with any Points Provider's refusal to accept a Reward Certificate. Subject to these terms and conditions Rewards are obtained from Points Providers by ANZ on behalf of the Nominated Cardholder claiming the Reward. The rights (if any) which the Nominated Cardholder may have in connection with a Reward are solely against the supplier of the Reward. The Nominated Cardholder may contact the Rewards Centre to assist in the resolution of any dispute with a supplier of the Reward.
37. Every effort is made to ensure that the information provided in the Reward Points List, Bonus Partner listing, Rewards Statements and the Rewards Catalogue is correct. However, ANZ expressly disclaims any responsibility for any inaccuracy or misdescription contained in it. As the Rewards offered may change from time to time the Nominated Cardholder should always contact the Rewards Centre to ensure that their Reward Points List, Rewards Statement and Rewards Catalogue is current before claiming a Reward.
38. Any tax liability, stamp or other duty or other government charge or reporting requirement in connection with or on any benefit derived by the Nominated Cardholder from the use of a Card or receipt of a Reward is the Nominated Cardholder's or the Account holder's responsibility.

ANZ Business One Cash Rewards Terms & Conditions

These terms and conditions apply only if you have selected the ANZ Business One Cash Rewards option.

General

1. In these terms and conditions:

“Account holder” means the Person in whose name a Card Account is kept and who is responsible for all transactions on the Card Account.

“ANZ” means Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) and ANZ Rewards (No.2) Pty Limited (ABN 41 082 713 915) and any of their agents or contractors from time to time.

“Card” means an ANZ Business One credit card issued by ANZ.

“Cardholder” means a Person to whom a Card is issued, at the request of the Account holder and who is authorised to transact on the Card Account.

“Cash Reward” means a cash reward payment made by ANZ to the Account holder’s Billing Account, which is calculated through the use of the Card or a Card Account or as otherwise agreed by ANZ, in accordance with these terms and conditions.

“Person” includes a firm, a body corporate, an unincorporated association or an authority.

2. These terms and conditions apply only to Account holders who have selected the ANZ Business One Cash Rewards Option.
3. These terms and conditions may be changed or amended at any time by ANZ without giving any reason. Account holders will be notified of changes to these terms and conditions in such manner as is determined by ANZ.
4. First use of any Card or the Account will bind the Account holder to these terms and conditions and any policies or procedures adopted by ANZ.
5. First use of any Card or the Account, after receipt of a notice of an amendment to these terms and conditions, or any relevant policies or procedures whichever first occurs, will bind the Account

holder to those terms and conditions, policies or procedures.

6. Any failure to follow any applicable terms, conditions, policies or procedures or any misrepresentation of information to ANZ may result in cancellation of a Cash Reward.
7. Information as to transactions or events resulting in a Cash Reward being paid by ANZ to the Account holder's Billing Account, information about the number of such Cash Reward payments, and any information relating to the Cash Rewards Program subsequently disclosed by the Account holder to ANZ may be sought, collected, used or disclosed for one or more of the following purposes:
 - administering the Cash Rewards Program and the provision or performance of services relating to that Program; or
 - planning, research, and the promotion and marketing (whatever targeted, direct or indirect) of goods, services or products of ANZ

And each Account holder specifically authorises ANZ and any of its agents or contractors to:

- seek access to, collect and use that information; or
 - disclose that information between themselves, for the above purposes.
8. ANZ has the right to terminate or change Cash Rewards in whole or in part at any time with or without notice even though changes may affect Cash Rewards already accumulated during a monthly billing cycle.
 9. ANZ reserves the right to cancel or suspend Cash Rewards relating to an Account holder if the Card Account is in arrears, suspension or default, or if the Card Account or a Card is or is reasonably suspected to be operated fraudulently.

On the closure of a Billing Account, any Cash Rewards accrued during a monthly billing cycle are cancelled.

10. ANZ will use its reasonable endeavours to transmit notices and other material relevant to the Account holder to advise the Account holder of various matters of interest including changes to these terms and conditions but ANZ expressly disclaims

any liability for failure to do so. ANZ will not be responsible for correspondence lost or delayed in the mail. Any notice will be deemed to have been given by ANZ if posted to the Account holder's mailing address. The Account holder is responsible for advising ANZ of any changes of address.

11. Cards or Cash Rewards may not be transferred. Cash Rewards will accrue at the Billing Account level and will be allocated solely to the Account holder and Cash Rewards will not be allocated to individual cardholders.
12. The Account holder's entitlement to receive Cash Rewards is based on the amount charged, billed and debited in Australian Dollars to any Card on the Account in respect of transactions shown on the Account holder's Statement.
13. Subject to these terms and conditions, Cash Rewards will automatically be calculated at the end of each monthly billing cycle and will appear as a credit on Account holders' next Billing Account Statement.
14. ANZ will not be liable for any delay or inability to provide any Cash Rewards caused by circumstances beyond the control of ANZ including strikes or industrial dispute, acts of God, flood, weather, aircraft unserviceability or unavailability, war, terrorism or civil disturbance.

Earning Cash Rewards

15. The Account holder will accumulate Cash Rewards during each monthly billing cycle and will then receive Cash Rewards from ANZ relative to the number of Australian dollars charged, billed and debited to any Card on the Account subject to the following exclusions (in relation to which no Cash Rewards will be accrued): interest charges, government charges, bank fees, Card Account adjustments resulting from disputed transactions or otherwise, including but not limited to credits from returned goods or other adjustments, Cash Advances and any cash equivalent transactions including foreign exchange, travellers cheque, gambling chip purchases, and utility bills paid in person at a bank or Australia Post.

16. Subject to clause 15, the Account holder will accumulate \$0.005 for every \$1.00 spent on purchases using any Card on the Account, rounded to the nearest cent each month. Cash Rewards will accrue and be paid monthly based on the relevant Card Account statement period and use of the relevant Cards in each month.
17. ANZ expressly reserves the right to establish additional means of accruing Cash Rewards, to delete any or all of the means currently recognised or to exclude specific types of transactions from the accumulation of Cash Rewards.
18. Requests for unpaid Cash Rewards must be submitted in writing to the ANZ Business One Service Centre within six months and be accompanied by a legible copy of the relevant sales receipts or Card Account statements. ANZ will investigate all Cash Reward queries but reserves the right to be the final arbiter in the event of any dispute. ANZ further reserves the right to adjust Cash Rewards retrospectively in the event of incorrect crediting or debiting whether due to the error of ANZ or otherwise.

Obtaining Cash Rewards

19. All questions or disputes regarding eligibility for Cash Rewards or the eligibility of Cash Rewards for accrual will be resolved by ANZ in its sole discretion.
20. If a Card Account is in arrears, suspension or default, Cash Rewards may not be accrued to the Billing Account of the Account holder.
21. Except as provided in any law which cannot lawfully be excluded or modified by agreement, ANZ:
 - makes no warranties or representations either express or implied and expressly disclaims any all liabilities (including for consequential damages) with respect to Cash Rewards;
 - expressly disclaims any and all liabilities in respect of negligence and breach of terms implied by law (including statute);
 - does not accept any liability with respect to death, injury, or any consequential loss arising from the supply or failure to supply a Cash Reward.

In the event that ANZ is liable for breach of any term implied by law, ANZ limits that liability where it is entitled to do so to make payment of the Cash Reward.

22. If the Cash Rewards option is chosen for the relevant ANZ Business One Facility, no other rewards option can be applied to the Facility other than Cash Rewards. A change to another rewards option, offered as part of the ANZ Business One Facility, can only take place once in any twelve-month period from the date of the first anniversary of:
 - (i) the acceptance of the ANZ Business One Facility Terms and Conditions; or
 - (ii) a previous change from a previous rewards option.
23. ANZ may at any time and in its sole discretion, and without prior notice to the Account holder, withdraw, limit, modify, cancel or increase the continued availability of Cash Rewards or the method of calculation, (referred to in clause 16), of the spend required to accumulate Cash Rewards.
24. Any tax liability, stamp or other duty or other government charge or reporting requirement in connection with or on any benefit derived by the Account holder from the use of a Card or receipt of a Cash Reward is the Account holder's sole responsibility.

Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522. Australian Credit Licence Number 234527. Item No. 84256 07.2016 W545167

