

# ANZ VIRTUAL CARD FACILITY

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TERMS AND CONDITIONS  
25.01.2021

**Important notice:** Despite the effective date of 25 January 2021 on this booklet, if you opened a new account on or after 01 November 2020, these terms apply to you immediately. If you opened your account earlier than 01 November 2020, these terms will not apply to you until 25 January 2021. If you require a copy of the terms that apply to you before then, please contact ANZ.



**Containing Terms and Conditions for:**

- **Facility Terms and Conditions**
- **Electronic Banking Conditions of Use**
- **ANZ Virtual Card Unauthorised Transactions Insurance & Transit Accident Insurance Terms and Conditions.**

## POSTAL ADDRESSES

ANZ Commercial Cards:

Locked Bag No.10  
Collins Street West Post Office  
Melbourne, Victoria 8007

Payments:

PO Box 607  
Melbourne, Vic 3001

## CUSTOMER ENQUIRIES

ANZ Cards 1800 636 359

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).

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# 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 Virtual Card'** means a current and valid ANZ Virtual Card, which at the request of the Principal has been issued by ANZ.

**'ANZ Virtual Card Facility'** means an ANZ Virtual Card Facility or any other charge card facility or other credit card facility which is subject to the ANZ Virtual Card Terms and Conditions.

**'Authorised Signatory'** means a person designated by the Principal with authority to maintain the ANZ Virtual Card Facility (including but not limited to changing limits, adding and removing Cardholders and Authorised Users and operating each individual Virtual Card issued under the Virtual Card Facility);

**'Authorised User'** means an employee designated by the Principal with authority to transact on a Cardholder Account;

**'Cardholder'** means a person to whom a Virtual Card is issued at the request of the Principal;

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

**'Closing Balance'** means the total outstanding balance of the Principal's Billing Account as at the close of the period of the statement of account;

**'Default Rights'** has the meaning given in clause 31.3;

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

**‘Identification Officer(s)’** means anyone who is authorised to sign on behalf of a Principal pursuant to (i) Section 127 of the Corporations Act 2001; (ii) the Constitution of the Principal; or (iii) a power of attorney granted by the Principal and who will verify the identity of person(s) to be appointed as Authorised Users to ANZ;

**‘Overdue Amount’** means any part of the Closing Balance that remains unpaid after the statement of account due date;

**‘Principal’** means the entity who has applied for an ANZ Virtual Card Facility subject to these ANZ Virtual Card Facility Terms and Conditions;

**‘Principal’s Billing Account’** means the Principal’s ANZ Virtual Card Facility Billing Account;

**‘Spend Cap’** means the limit of a Cardholder Account, nominated by the Principal or Authorised Signatory, in each monthly statement cycle. The Spend Cap cannot exceed the overall Principal Billing Account Facility Limit;

**‘Statement Period’** is the period between the “Last Statement Issue Date” and “To Statement Issue Date” on the statement of account;

**‘Transaction’** means any debit or credit transaction completed via any channel;

**‘Unauthorised Transaction’** means a Transaction which has been processed to the ANZ Virtual Card Facility but was not authorised in any way by any of You and/ or was outside the Cardholder’s or Authorised User’s authority to transact;

**‘Virtual Card’** is a unique account number issued by ANZ to a Cardholder at the request of the Principal for the purposes of operating the ANZ Virtual Card Facility;

**‘Virtual Card Letter’** means the letter issued by ANZ containing the Virtual Card details; and

**‘you’** means the Principal, the Authorised Signatory, the Cardholder (s) and Authorised User(s).

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## **1. USE OF THE ANZ VIRTUAL CARD FACILITY**

This ANZ Virtual Card Facility must be used wholly or predominantly for business purposes and not for private or domestic purposes. You must not use the ANZ Virtual Card Facility for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction you are in.

## **2. VIRTUAL CARD ISSUE AND ACCEPTANCE**

The Virtual Card is a purchasing card which does not involve the issuance of a plastic card. The Virtual Card is issued in the form of a letter containing a unique account number.

A Virtual 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 Spend Cap required for each Virtual Card requested. Irrespective of the individual Spend Cap for each Virtual Card issued pursuant to the ANZ Virtual Card Facility, the outstanding balance of the Principal's Billing Account must not exceed the Facility Limit. ANZ reserves the right in its absolute discretion to refuse to issue a Virtual Card when requested by the Principal.

The Virtual Card Letter will be delivered to the address nominated by the Principal. ANZ may reissue a Virtual Card from time to time, and in the case of a Virtual Card being reported as lost or stolen, may reissue the Virtual Card on the instruction of any of the Principal, an Authorised Signatory or the Cardholder. ANZ reserves the right not to reissue a Virtual Card.

Unless you have already agreed in writing, the first use of any Virtual Card issued indicates the Principal's acceptance of these ANZ Virtual Card Facility Terms and Conditions.

The first use of a Virtual Card by any person authorised to transact on the Virtual Card indicates that person's acceptance of the ANZ Virtual 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 or on behalf of ANZ. Before a person is designated an Authorised Signatory they must be identified at an ANZ branch or in accordance with any other procedure as notified to You by ANZ.



An Authorised User may be identified at either an ANZ Branch or, where applicable, by an Identification Officer appointed by the Principal.

Where the Principal is an incorporated entity, an Identification Officer may verify the identity of persons to be appointed as Authorised Users to ANZ. Before an Authorised User commences transacting, the Identification Officer will be required to confirm to ANZ that they have identified the Authorised User as required under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act). It is an offence under the AML/CTF Act to make a misleading statement.

### **3. CONDITIONS OF USE**

The ANZ Virtual Card Facility Terms and Conditions bind the Principal, the Authorised Signatory, the Cardholder(s) and the Authorised User(s). The Principal is liable for any noncompliance of the ANZ Virtual Card Facility Terms and Conditions by an Authorised Signatory, Cardholder or Authorised User. ANZ may also supply to the Principal documentation in respect of the ANZ Virtual Card Facility which ANZ considers necessary or deems to be necessary to issue to an Authorised Signatory, Cardholder or Authorised User.

The Virtual Card expires when the 'until end' or 'valid to' date shown on the Virtual Card Letter has passed. Once the Virtual Card expires, you must securely destroy the Virtual Card Letter and any other written record of the Virtual Card. The Virtual Card will normally be honoured by financial institutions and merchants that accept Visa. However, 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 Virtual Card. Nor does ANZ accept any liability for goods or services purchased with the Virtual Card. Any complaints must be resolved with the merchant, bank or other financial institution as the case may be.

### **4. ANTI-MONEY LAUNDERING AND SANCTIONS**

- (a) The Principal, Authorised Signatory and the Authorised Users agree that ANZ may delay, block or refuse to process any transaction, cancel any access to an ANZ Virtual Card and/or terminate the ANZ Virtual Card Facility immediately and without prior notice to the Principal, Authorised Signatory or Authorised Users without incurring any liability if ANZ suspects that:

- (i) a transaction may breach any laws or regulations in Australia or any other country;
  - (ii) a 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
  - (iii) a transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.
- (b) The Principal, Authorised Signatory and Authorised Users 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, Authorised Signatory and Authorised Users agree that ANZ may disclose any information concerning the Principal, Authorised Signatory and/or Authorised Users to:
- (i) any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere; and
  - (ii) any correspondent ANZ uses to make the payment for the purpose of compliance with any such law or regulation.
- (c) 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 the ANZ Virtual Card Facility.
- (d) The Principal, Authorised Signatory and Authorised Users declare and undertake to ANZ that the processing of any transaction by ANZ in accordance with the Principal's, Authorised Signatory's or an Authorised User's instructions will not breach any laws or regulations in Australia or any other country.
- (e) If we cancel or terminate your ANZ Virtual Card Facility in accordance with clause 4 (a) then:
- (i) No further credit will be extended on the Principal's Billing Account.
  - (ii) The outstanding balance on the ANZ Virtual Card Facility will on demand be due and payable. If we do this, our demand will tell you the date by which you must pay. You must pay by that date.

## 5. ELECTRONIC ACCESS

The Authorised Signatory can access balance and transaction details for the Principal's Billing Account through the following forms of electronic equipment:

- ANZ Internet Banking
- ANZ Phone Banking
- ANZ E Management

Cardholders can access and view balance and transaction details for their own Cardholder Account through the following forms of electronic equipment:

- ANZ Internet Banking
- ANZ Phone Banking
- ANZ E Management

No Cardholder, Authorised Users or Authorised Signatory are able to carry out debit transactions on the Cardholder Account or Principal Billing Account using ANZ Internet Banking, ANZ Phone Banking, or ANZ E Management.

## 6. FACILITY LIMIT

The Facility Limit is the amount approved in writing by ANZ at the time the ANZ Virtual Card Facility is offered to the Principal or such other amount as ANZ authorises from time-to-time. The outstanding balance of the Principal's Billing Account 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 Virtual 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.

## **7. 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 an ANZ Virtual Card via any channel, including but not limited to, any mail, internet or telephone orders or purchases, or from Transactions made pursuant to a standing authority given by any person authorised to transact on the Virtual Card Facility. The Principal is also liable for any charges (including, but not limited to, government fees, duties and charges) arising from any use of the ANZ Virtual Card Facility or any Transaction on the Principal's Billing Account.

## **8. 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. 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 Virtual Card including mail, telephone and Internet orders);
- any Transactions to a Cardholder Account;
- any Transactions to the Principal's Billing Account; and
- any fees 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.

## **9. PAYMENT BY THE PRINCIPAL**

The "Closing Balance" of the Principal's Billing Account 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 Billing Account in the ordinary course of business. If the payment is made by mail, it will be credited to the Principal's Billing 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 by ANZ Phone Banking or ANZ Internet Banking will be processed to the Principal's Billing Account on the same day, 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 may be credited as at the following ANZ Business Day.

Payments made from non-ANZ accounts to the Principal's Billing Account are subject to the cut off time of the other financial institutions. Cash payments made to the Principal's Billing Account at ANZ branches within Australia are available for use as soon as they have been credited. The proceeds of other payments such as cheques cannot be used until cleared. If for any reason (whether at the Principal's request or otherwise) ANZ allows the proceeds of a cheque or other such payment to be used before it has been cleared, ANZ will be entitled to debit the Principal's Billing 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 Principal's Billing Account, will be conclusive evidence of the amount of the Principal's liability to ANZ at the date of the certificate, unless the Principal provides ANZ (or where relevant, a Card Scheme) with evidence, which in ANZ's reasonable opinion, demonstrates that the balance appearing on the certificate is incorrect.

## **10. CHANGES TO THE ANZ VIRTUAL CARD FACILITY TERMS AND CONDITIONS**

(a) Sometimes ANZ may need to change the terms of your ANZ Virtual Card Facility Terms and Conditions. The table below sets out the changes that ANZ can make from time to time. The table also sets out how and when ANZ will notify you of these changes. But the table is subject to the following:

- if any applicable laws or industry codes (such as the Banking Code of Practice) require a minimum notice period or a particular delivery method, then ANZ will use the method and give you at least the notice they require.
- as long as ANZ is not in conflict with those laws or industry codes, ANZ may also give you less notice than specified in the table if it is reasonable for us to manage a material and immediate risk.

- in the table, a reference to notice 'in writing' includes, where permitted by law, ANZ providing the Principal with a notice, other document or information:
  - (i) electronically to the nominated email address of the Principal, or other electronic mail address, last known to ANZ; or
  - (ii) to any person nominated by the Principal to receive such notices, documents or information.

If ANZ sends the notice, other document or information electronically then it is possible that ANZ will not send the Principal a paper copy.

(b) Changes to fees, interest and payments

The following table sets out changes that can apply to all or a class of customers for the ANZ Virtual Card Facility.

Types of changes ANZ can make	Method of notice	Minimum number of days' notice of the change
Change an interest rate, or an index or base rate forming part of an interest rate	In writing or by advertising in the local or national media.	Day of change, or after day of change if an interest rate is determined by reference to an external reference rate (for example the bank bill swap rate) and the change is to that rate
Change a margin forming part of an interest rate	In writing or by advertising in the local or national media	30 days, or less if favourable to you
Change how we calculate interest	In writing	30 days

Types of changes ANZ can make	Method of notice	Minimum number of days' notice of the change
Change the frequency with which interest is debited or credited	In writing	30 days
Introduce a new fee or charge (other than a government fee or charge)	In writing	30 days
Change an existing fee or charge (other than a government fee or charge)	In writing or by advertising in the local or national media	30 days, or less if favourable to you
Change how we calculate your fees or charges, or the frequency of, or payment date for, your fees or charges (other than a government fee or charge)	In writing or by advertising in the local or national media	30 days
Change the name of an index or base rate, or replace an index or base rate with a different index or base rate	In writing or by advertising in the local or national media	30 days
Change our available payment methods	In writing or by advertising in the local or national media	30 days

Types of changes ANZ can make	Method of notice	Minimum number of days' notice of the change
Change how we calculate your repayments, or the amount of, frequency of, or payment date for, your repayments to ensure that the ANZ Virtual Account Facility is repaid as when due	In writing or by advertising in the local or national media	30 days, or less if favourable to you
Introduce or change a government fee or charge	In writing or by advertising in the local or national media	Day of change (unless published by a government, government agency or representative body)

The table below sets out changes that can be made for any individual Principal.



Types of changes ANZ can make	Method of notice	Minimum number of days' notice of the change
Changes reflecting our business, communication or technological systems or processes.	In writing or by advertising in the local or national media.	30 days, or less if: <ul style="list-style-type: none"> <li>• favourable to you; or</li> <li>• we believe that doing so is necessary for us to avoid, or to reduce, a material increase in our credit risk or our loss</li> </ul>
Changes to comply with any law or any change in law, or any decision, recommendation, regulatory guidance or standard of any court, tribunal, ombudsman service, regulator, or any other similar body.		
Changes that, in our reasonable opinion, are required to protect any person from the risk of fraudulent or illegal activity.		
Changes to add, change or remove any of your discounts, benefits or concessions.		
Changes to simplify the terms of your ANZ Virtual Card Facility Terms and Conditions		

Types of changes ANZ can make	Method of notice	Minimum number of days' notice of the change
Changes to reflect product changes and/or improvements or to ensure that the terms of your ANZ Virtual Card Facility Terms and Conditions are consistent with our operational processes		30 days, or less if: <ul style="list-style-type: none"> <li>• favourable to you; or</li> <li>• we believe that doing so is necessary for us to avoid, or to reduce, a material increase in our credit risk or our loss</li> </ul>
Changes to discontinue or replace a product, and for this purpose we may change your product to a different product with similar features to the discontinued or replaced product.		
Changes that are beneficial to you.		
Changes that reflect current industry or market practice or conditions.		

- (d) If we notify you of a change to the terms of your ANZ Virtual Card Facility Terms and Conditions, you may terminate your ANZ Virtual Card Facility in accordance with clause 19B of these ANZ Virtual Card Facility Terms and Conditions.
- (e) A notice to the Principal will be deemed to have been issued to the Authorised User and Authorised Signatory five ANZ Business Days after notification to the Principal.

## **11. 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 Virtual Card or any Transaction on the Principal's Billing Account.

## **12. 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 Virtual Card Facility is used. 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 Virtual Card Facility.

Information on current standard fees, charges and any interest rates is available on request.

## **13. FOREIGN CURRENCY TRANSACTIONS**

Should a Virtual Card be used at a merchant or financial institution located outside of 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.

## **14. VARIATION OF THE VIRTUAL CARD SPEND CAP**

Application to vary the individual Virtual Card Spend Cap 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 Virtual Card 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.

## 15. UNAUTHORISED TRANSACTIONS

### 15.1 Virtual Card Letter or details only

You must notify ANZ immediately on becoming aware that a Virtual Card Letter has been lost or stolen or the Virtual Card details have or may have become known or used without authority. If You become aware while outside Australia that Virtual Card details have or may have become known or used without authority, You must notify Visa or contact ANZ 24 hour Emergency Service on the reverse charges2number (+613 9683 7043). The liability in respect of any unauthorised transactions on a Virtual Card lost/stolen outside Australia is the same as for a Virtual Card lost/stolen in Australia.

### 15.2 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 goods or service purchased with the Virtual 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.

### 15.3 Time limits for reversing a Transaction

You should notify ANZ immediately of a disputed Transaction. Credit card scheme operating rules impose time limits for raising a dispute. Generally under these scheme rules ANZ must lodge a fully detailed claim on your behalf within 120 days.

If the Principal or 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 Virtual Card shall be the liability as described in the Electronic Banking Conditions of Use in Part B.

### 15.4 Visa Secure (formerly known as Verified by Visa) Transactions

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

## **16. WHAT ARE ANZ'S COMPLAINT PROCEDURES?**

If ANZ makes a mistake, or our service does not meet your expectations, then we want to know. For more information please visit your local branch, ring the contact centre on 1800 805 154 or contact ANZ at [anz.com/your-feedback](https://anz.com/your-feedback).

## **17. VIRTUAL CARD CANCELLATION BY ANZ**

- (a) In addition to its rights under clause 31.3(b), ANZ may, in accordance with clause 15(a) of Part B of these ANZ Virtual Card Facility Terms and Conditions, cancel or suspend access to the ANZ Virtual Card without prior notice to the Principal, Authorised Signatory or Authorised User.
- (b) No further credit will be extended on the Principal's Billing Account when the ANZ Virtual Card is cancelled or during the time in which the use of the ANZ Virtual Card is suspended.
- (c) If access to the ANZ Virtual Card is cancelled or suspended under clause 15(a) of Part B of these ANZ Virtual Card Facility Terms and Conditions, the outstanding balance on the ANZ Virtual Card will on demand be due and payable. If we do this, our demand will tell you the date by which you must pay. You must pay by that date.

## **18. VIRTUAL CARD CANCELLATION BY THE PRINCIPAL/AUTHORISED SIGNATORY**

- (a) Clause 15(c) of Part B of these ANZ Virtual Card Facility Terms and Conditions outlines how the Principal/ Authorised Signatory may cancel an ANZ Virtual Card.
- (b) The Principal's liability for the Authorised Users' use of the ANZ Virtual Card will not cease until confirmation of the cancellation of the ANZ Virtual Card is received by ANZ and the TMC except in relation to the outstanding balance on the Principal's Billing Account where the Principal's liability will continue until ANZ receives full payment of such amount.
- (c) No further credit will be extended on the Principal's Billing Account when access to the ANZ Virtual Card is cancelled.

## 19A. TERMINATION OF THE ANZ VIRTUAL CARD BY ANZ

- (a) In addition to its rights under clause 31.3(b), ANZ reserves the right to terminate the ANZ Virtual Card Facility with 90 days' notice if it chooses to discontinue or replace the ANZ Virtual Card and there is no alternative product, with similar features to the ANZ Virtual Card, that ANZ can offer to you.
- (b) No further credit will be extended on the Principal's Billing Account when the ANZ Virtual Card Facility has been terminated.
- (c) If the ANZ Virtual Card Facility is terminated under clause 19A (a) the outstanding balance will on demand be due and payable. If we do this, our demand will tell you the date by which you must pay. You must pay by that date.

## 19B. TERMINATION OF THE ANZ VIRTUAL CARD FACILITY BY THE PRINCIPAL

- (a) The Principal may terminate the ANZ Virtual Card Facility at any time by providing written notice to ANZ.
- (b) If the Principal terminates the ANZ Virtual Card Facility then the amount outstanding on the Principal's Billing Account will on demand be due and payable to ANZ.
- (c) No further credit will be extended on the Principal's Billing Account when the ANZ Virtual Card Facility has been terminated.

## 20. COMMUNICATION WITH YOU

### **20.1 Principal responsible for communication with each person authorised to transact on the ANZ Virtual Card Facility**

The Principal is responsible for communication with each person authorised to transact on the ANZ Virtual Card Facility including:

- (a) issuing ANZ Virtual Card Facility Terms and Conditions to each person prior to that person's first use of a Virtual Card;
- (b) notification of variation of Spend Cap;
- (c) notification of variation of the ANZ Virtual 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 Virtual Card Facility Terms and Conditions; and

- (d) any other notification in respect of the Virtual Card which may be reasonably required by ANZ.

## **20.2 ANZ may communicate with any person authorised to transact on the ANZ Virtual Card Facility**

ANZ may also communicate with any person authorised to transact on the ANZ Virtual Card Facility, in respect of any loss, theft or possible unauthorised use of the Virtual Card or any cancellation of the Virtual Card by ANZ.

## **21. SECURITY**

The Principal acknowledges that when ANZ holds, or during the term of the ANZ Virtual 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 Virtual Card Facility may according to the terms of the relevant security agreement(s), also form part of the moneys secured by such security.

## **22. JOINT AND SEVERAL LIABILITY**

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

## **23. 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).

### **23.1 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.

### **23.1.1 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.

### **23.1.2 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 at [www.anz.com/privacy](http://www.anz.com/privacy).

## **23.2 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, Authorised Signatory, Cardholder or Authorised User 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](http://www.anz.com/privacy).

### **23.3 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](http://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.

### **23.4 ANZ Privacy Policy**

ANZ's Privacy Policy ([www.anz.com/privacy](http://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.

### **23.5 Collecting sensitive information**

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

### **23.6 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.

## **24. BANKING CODE OF PRACTICE**

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

The Banking Code of Practice means the relevant version of the industry code published from time to time by the Australian Banking Association as it applies to ANZ.

## 25. 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 Virtual Card Facility, including for example, developing a repayment plan.

## 26. TRANSACTION AMOUNT AND MERCHANT CONTROLS

### 26.1 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 using a Virtual Card to access the Principal's Billing Account (called 'the restricted amount').

The Principal acknowledges that where there is a malfunction in ANZ's electronic banking system or any electronic equipment, a Transaction may not be restricted in accordance with the Principal's request. These malfunctions may be outside of ANZ's control and the Principal agrees to communicate any restricted amounts to Cardholders in addition to advising them to ANZ.

Subject to the Electronic Banking Conditions of Use, the Principal acknowledges and agrees that in these circumstances, or where 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.

### 26.2 Merchant controls

The Principal may request by phone or in writing that ANZ impose a merchant category code in respect of a Virtual Card, the effect of which is to limit the type of merchant at which the Virtual Card can be used (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 Virtual Card is debited 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 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 irrespective of the amount of such a Transaction.

## **27. 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.

## **28. 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.

## **29. USE OF NAME AND LOGO**

The Principal will not use the name or logo of Visa International 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.

## **30. GOVERNING LAWS**

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

## **31. DEFAULT**

### **31.1 What is an event of default?**

Certain events may affect our ability to continue to provide you with the ANZ Virtual Card Facility. Each of the following is such an event and will be an event of default. As will anything else that you agree with us is an event of default:

- (a) if the Principal fails to pay ANZ an amount in connection with the ANZ Virtual Card Facility within two ANZ Business Days' of its due date;

- (b) where ANZ believes on reasonable grounds that the Authorised User, Authorised Signatory and/or Principal has been engaging in fraudulent or illegal activity;
- (c) the Principal goes into administration, liquidation, receivership or commits an act of bankruptcy;
- (d) a representation or statement made or any information given to ANZ, in each case, by the Principal regarding the ANZ Virtual Card Facility, is materially incorrect or misleading when made or given;
- (e) there is a change in the Principal's legal status, in the capacity in which it enters into any arrangement with ANZ or in its composition (such as a change in the partners making up a partnership). And, in each case, ANZ has not given its prior written consent;
- (f) a person repossesses or seizes all or a material part of the property of the Principal, or obtains a judgment against the Principal allowing them to repossess or seize such property;
- (g) the Principal or any other person deals with any asset in breach of the ANZ Virtual Card Facility Terms and Conditions, unless ANZ provides its prior consent to the proposed dealing. Examples of "deals with" are sale of an asset, leasing it, mortgaging it or lodging a caveat against it;
- (h) a material change in the direct or indirect ownership or control of a Principal occurs and ANZ has not given its prior written consent (which ANZ will not unreasonably withhold);
- (i) the Principal loses a licence or permit that it needs to conduct or operate its business;
- (j) the Principal fails to provide any financial information by the date ANZ asked for it, or fails to maintain any insurance that is required under the ANZ Virtual Card Terms and Conditions; or
- (k) the ANZ Virtual Card Facility is used for a non- approved purpose.

### **31.2 What happens following an event of default?**

- (a) If an event of default occurs under clause 31.1(a) and the additional requirement in this clause 31.2(a) has been met, we may exercise our Default Rights.

The additional requirement is that either:

- if we demand that you pay all or part of the outstanding balance for the ANZ Virtual Card Facility then the payment date we tell you will be at least 30 days after we give you the demand; or
- we will not exercise our Default Rights under clause 31.3(d) or (e) unless we first give you 30 days' notice.

In each case we can give you a shorter notice period, or no notice at all, if it is reasonable for us to do this to manage a material and immediate risk relating to the nature of the default, your circumstances or the value of any security that secures the ANZ Virtual Card Facility.

If you fix the failure to pay during the period set out in our demand or notice, and no other failure to pay has arisen, then we will not enforce the terms of our demand or we will not exercise our Default Rights after you fix it.

- (b) If an event of default occurs under clause 31.1(b) to (k) and any additional requirements in this clause 31.2(b) have been met, we may exercise our Default Rights.

The additional requirements are:

**Materiality Assessment:** we may only exercise our Default Rights if the event of default is by its nature material, or we reasonably consider the event has had, or is likely to have, a material impact on:

- the Principal's ability to meet their financial obligations to us (or our ability to assess this);
- our security risk (or our ability to assess this); or
- our legal or reputational risk where an event of default under clause 31.1(b), (d) or (k) has occurred.

**Remedy Period:** if the event of default can be fixed, we will give you a notice setting out the default and how long you have to fix it. We will usually give you 30 days to fix it, however we can give you a shorter period if it is reasonable for us to do this to manage a material and immediate risk relating to the nature of the default, your circumstances or the value of any security that secures the ANZ Virtual Card Facility.

If you fix the default during the period set out in our notice, and no other default of the same type has arisen, then we will not exercise our Default Rights.

- (c) If anything else occurs that you have agreed with us is an event of default, we may exercise our Default Rights but only if we have given you an opportunity to fix the default

in accordance with the **Remedy Period** requirement set out above. If you fix the default during the period set out in our notice, and no other default of the same type has arisen, then we will not exercise our Default Rights.

### **31.3 What are ANZ's Default Rights?**

When your ANZ Virtual Card Terms and Conditions say we may exercise our Default Rights, then we can do any one or more of the following things, called Default Rights;

- (a) demand that you pay all or part of the outstanding balance on the Principal's Billing Account. If we do this, our demand will tell you the date by which you must pay. You must pay by that date;
- (b) change any term of your ANZ Virtual Card Facility Terms and Conditions, cancel or suspend any ANZ Virtual Card or terminate your ANZ Virtual Card Facility;
- (c) suspend or not perform any of our obligations under your ANZ Virtual Card Facility Terms and Conditions;
- (d) take action under any security that secures the ANZ Virtual Card Facility. For example, we may take possession of any secured property or sell it or appoint a receiver to do so;
- (e) sue you for all or part of the outstanding balance on the Principal's Billing Account; or
- (f) do anything else that we have agreed with you or that is allowed under the law.

In some cases the exercise of our Default Rights may be restricted by law. In addition, when we exercise our Default Rights, a law or industry code (such as the Banking Code of Practice) may require a minimum notice period or a particular delivery method to be given. If they do, then we will use the method and give you at least the notice they require.

Any amount reasonably incurred or expended by ANZ in exercising its Default Rights (including expenses reasonably incurred by ANZ staff and facilities) are enforcement expenses and become part of the outstanding balance on the Principal's Billing Account. ANZ may debit the Principal's Billing Account for such amounts without notice.

## **32. 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, over limit 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 as combined unless ANZ has agreed to such an arrangement.

### **33. FORCE MAJEURE**

To the extent permitted by law, ANZ will not be liable to the Principal or any person authorised to transact on an ANZ Virtual Card Facility for any loss or damage (whether direct or consequential), nor be in default under the ANZ Virtual Card Facility, for failure to observe or perform any of its obligations under the ANZ Virtual 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.

### **34. 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
- 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 any other banking solution for your mobile device offered by ANZ.

**'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 Virtual 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](http://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](http://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](http://anz.com) for further information. Use of the Security Device will be as set out at [anz.com](http://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 reasonable 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 Signatory can select a permission level. The Account Holder or Account Signatory may authorise another person (an 'Authorised User') to operate the 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 Signatory 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](http://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 conditions for Direct Debits outline your rights and responsibilities regarding Direct Debits, to reverse the relevant transfer or instruction.
- (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 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 access to the ANZ Virtual Card, Security Device, CRN or electronic access (including access to Internet Banking or ANZ Internet Banking for Business and electronic access to some or all of the Accounts from your CRN).

ANZ can do this 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 cancellation or limitation is, in ANZ's reasonable opinion, necessary to protect the security of the Account(s);
- The Account is an inactive account;
- The electronic access has remained inactive for a period of 12 months or more;
- 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;
- The Account Holder has requested the cancellation or limitation;
- A Security Device associated with the relevant Accounts has expired and the Account Holder or Account Signatory has not responded to any notifications sent by ANZ; or
- An Account has been incorrectly linked to ANZ Internet Banking or ANZ Internet Banking for Business.

ANZ will otherwise give you 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 or cancel access to the ANZ Virtual Card Facility 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 Signatory 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.

## **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 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 under these 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) Subject to any other provisions in these ANZ Virtual Account Facility Terms and Conditions 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)).

## 19. ADDITIONAL PROTECTION

### 19.1 Visa – Zero Liability

Subject to the section headed 'Unauthorised Transactions' above, you will not be liable for an unauthorized 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

\* 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>.

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 all reasonable costs or losses suffered or incurred by ANZ or claimed by any person relating to these Electronic Banking Conditions of Use, other than to the extent that they are due to the negligence, fraud or wilful default of ANZ, its employees, officers, contractors, agents or any receiver appointed by ANZ over the security that secures the Account.

## **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.



# PART C

## ANZ VIRTUAL CARD - UNAUTHORISED TRANSACTIONS INSURANCE & TRANSIT ACCIDENT INSURANCE

### IMPORTANT INFORMATION ABOUT THE COVER AVAILABLE

This Part describes the complimentary insurance benefits available to **ANZ Virtual Card Facility accountholders** under *Unauthorised Transactions Insurance* and **ANZ Virtual Card cardholders** and **ANZ Virtual Card authorised users** under *Transit Accident Insurance*.

If **your ANZ Virtual Card Facility** was established before 1 November, 2020 **you** will not be eligible for the cover provided by the terms and conditions contained in this booklet until 25 January, 2021.

If **your ANZ Virtual Card Facility** was established on or after 1 November, 2020 the terms and conditions contained in this booklet will apply immediately.

**You** are not covered for events occurring after termination of, or expiry of the Group Policy period of cover. **ANZ** will advise **accountholders** of any replacement cover.

### ALLIANZ - THE INSURER

This cover is available under a Group Policy issued to Australia and New Zealand Banking Group Limited, ABN 11 005 357 522, of Level 9, 833 Collins Street, Docklands, Melbourne VIC 3008 ("**ANZ**") by AWP Australia Pty Ltd ABN 52 097 227 177, AFSL 245631 trading as Allianz Global Assistance of Level 16, 310 Ann Street, Brisbane, QLD 4000 ("**Allianz Global Assistance**") under a binder from the insurer, Allianz Australia Insurance Limited ABN 15 000 122 850, AFSL 234708 of 2 Market Street, Sydney, NSW 2000 ("**Allianz**"). **Allianz Global Assistance** issues and manages the Group Policy on behalf of **Allianz**. For general enquiries call **Allianz Global Assistance**.

There is no obligation to accept any of these benefits. However, if a beneficiary wishes to claim any of these benefits, they will be bound by the definitions, terms, conditions, exclusions and claims procedures contained in this booklet. Therefore please read the booklet carefully and keep it in a safe place. Also please

keep detailed particulars and proof of any loss including the sales receipts and **ANZ Virtual Card Facility** account statements showing purchases and/ or any **unauthorised transactions**.

## **ANZ IS NOT THE ISSUER (INSURER) OF THESE COVERS**

**ANZ** is not the product issuer (insurer) of these covers and neither it nor any of its related corporations guarantee or are liable to pay any of the benefits under the insurance.

These benefits are provided at no additional cost to the beneficiaries, neither **ANZ** nor any of its related corporations are Authorised Representatives of **Allianz, Allianz Global Assistance** or any of their related companies and **ANZ** does not receive any commission or remuneration in relation to the insurance set out in this booklet.

## **TERMINATION OR CHANGE OF COVER**

**ANZ** or **Allianz** may terminate or vary the cover described in this booklet, and if so **ANZ** will notify **accountholders** of the termination or change in writing. The existing cover will only apply to events occurring before the date of change or termination. No cover is available for events occurring after the date of termination. **ANZ** will provide **accountholders** with details of any replacement cover.

## **OTHER INSURANCE**

The cover described in this booklet is available for **your** benefit under a Group Policy entered into between **Allianz** and **ANZ**. **ANZ** is the policy owner. When eligible, **you** have the benefit of cover as a third party beneficiary. If an **you are** entitled to receive a benefit or make a claim under another insurance policy ("Other Policy") (for example, a fidelity guarantee policy), in respect of the same loss as the claim under this Group Policy, then **Allianz** is not liable to provide indemnity under this Group Policy until the amount of any indemnity under that Other Policy is exhausted. In other words, any cover available under this Group Policy in respect of the same loss shall only be excess insurance cover over and above the applicable Other Policy.

## **LIMITATION OF COVER**

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.

## PRIVACY

To offer or provide **you** with **our** products and services (or those **we** may offer or provide to **you** on behalf of **our** business partners) **we**, namely AWP Australia Pty Ltd ABN 52 097 227 177 trading as 'Allianz Global Assistance', and **our** agents and representatives, collect, store, use, and disclose **your** personal information including sensitive information.

**We** usually collect it directly from **you** but sometimes from others depending upon the circumstances and the product involved. For instance, **we** may collect **your** personal information from **our** business partners who may have provided **you** with a product or service including but not limited to travel insurance, roadside assistance with a vehicle purchase, Overseas Student or Visitor Health Cover, or other assistance services **we** arrange or provide. For example, **your** personal information may be collected from **your** family members and travelling companions, doctors, and hospitals if **you** purchase **our** travel insurance and require medical assistance. Likewise, **we** collect personal information from universities and **your** agents if **you** inquire about or apply for our Overseas Student or Visitor Health Cover.

**We** are the 'data controller' and responsible for ensuring **your** personal information is used and protected in accordance with applicable laws including the Privacy Act 1988 and sometimes European Law (the GDPR) where **our** activities are within its scope. Personal information **we** collect includes, for example, **your** name, address, date of birth, email address, and sometimes **your** medical information, passport details, bank account details, as well as other information **we** collect through devices like 'cookies' when **you** visit **our** website such as **your** IP address and online preferences. **We** use **your** personal information to offer and provide **our** products and services and to manage **your** and **our** rights and obligations in connection with any products and services **you** have acquired.

For instance, **we** use it to assess, process, and investigate any travel or health insurance claims, and to liaise with Government Departments when required by law.

**We** may also use it for product development, marketing (where permitted by law or with **your** consent but not in connection with some products or services such as credit card insurances), customer data analytics, research, IT systems maintenance and development, recovery against third parties, fraud investigations, and for other purposes with **your** consent or where permitted by law. **We** do not use sensitive information

for marketing purposes or provide that information to any third parties for marketing.

**Your** personal information may be disclosed to third parties (some of whom are data processors) who assist **us** to carry out the above activities both inside and outside of Australia, such as claims management providers, travel agents and intermediaries, insurers, investigators, cost containment providers, medical and health service providers, universities and other education institutions, roadside assistance and towing providers, vehicle manufacturers, overseas data storage (including 'cloud' storage) and data handling providers, legal and other professional advisers, **your** agents and broker, **your** travel group leader if **you** travel in a group, **your** employer if **you** have a corporate travel policy, **your** bank (ANZ) if **you** are the beneficiary of the bank's credit card insurances, insurance reference bureaux, and **our** related and group companies including **Allianz**.

Some of these third parties may be located in other countries including in Europe, Asia, Canada, or the USA. **We** also, where necessary, disclose **your** personal information to Government Departments including for immigration and private health insurance purposes as well as to regulatory bodies when required by law. With the exception of credit card insurances and some other products and services that **we** offer or provide on behalf of certain clients, **we** may, where permitted by law or with **your** consent, contact **you** by telephone, normal mail, email, electronic messages such as SMS, and via other means with promotional material and offers of products or services from us, our related companies, as well as offers from **our** business partners that **we** consider may be relevant and of interest to **you**. Where **we** contact **you** as a result of obtaining **your** consent, **you** can withdraw **your** consent at any time by calling **us** on 1800 023 767 or by contacting **us** – see below. When **you** provide personal information to **us** about other individuals, **we** rely on **you** to have first obtained the individual's consent, and have made them aware of the matters set out in this Privacy Notice.

**You** may also (1) seek access to **your** personal data and ask about its origin, the purposes of the processing, and details of the data controller or data processor, and the parties to whom it may be disclosed; (2) ask **us** to correct and update **your** personal information, (3) ask for a copy of **your** personal data in an electronic format for **yourself** or for someone **you** nominate.

**You** may in some circumstances restrict the processing of **your** personal data, and request that it be deleted. Where

**your** personal information is used or processed with **your** specific consent as the sole basis for processing (rather than on a contractual basis or legitimate interest), **you** may withdraw **your** consent at any time. **You** may not access or correct personal information of others unless **you** have been authorised by their express consent, or unless they are **your** dependants under 16 years of age.

If **you** have a request or complaint concerning **your** personal information or about data privacy, please contact: Privacy Officer, Allianz Global Assistance, PO Box 162, Toowong, QLD 4066, or email [DataPrivacyAU@allianzassistance.com.au](mailto:DataPrivacyAU@allianzassistance.com.au). **You** can also contact the Privacy Commissioner at the Office of The Australian Information Commissioner, GPO Box 218, Sydney, NSW 2601 if **you** have a complaint.

For more information about **our** corporate privacy policy and handling of personal information, including further details about access, correction and complaints, please visit **our** website at [www.allianz-assistance.com.au](http://www.allianz-assistance.com.au) and click on the Privacy & Security link.

If **you** do not agree with the matters set out in **our** privacy policy or will not provide **us** with the personal information **we** request, **we** may not be able to provide **you** with **our** products or services including the assessment and payment of any claims. In cases where **we** cannot comply with **your** request concerning **your** personal information, **we** will give **you** reasons why.

## ENQUIRIES

Additional copies of this document can be obtained by phoning 13 10 06 or online at [www.anz.com](http://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 **Allianz Global Assistance** on 1300 135 271 however, please make sure **you** have this document on hand when **you** phone **us**.

## DEFINITIONS

Headings are for information only and do not affect interpretation.

The following key words have special meaning in this booklet and the Group Policy and are highlighted in bold font. The use of defined words in the singular includes the plural and vice versa.

**accident, accidental, accidentally** means any sudden and unexpected physical event not intended by **you**.

**accountholder** means any **ANZ** customer being a business entity or corporation, who has entered into an **ANZ Virtual Card Facility**.

**Allianz** means Allianz Australia Insurance Limited ABN 15 000 122 850, AFSL 234708.

**Allianz Global Assistance** means AWP Australia Pty Ltd ABN 52 097 227 177, AFSL 245631.

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

**ANZ Virtual Card** means a current and valid **ANZ** Virtual Card, which at the request of the **accountholder** has been issued by **ANZ** to a **cardholder** authorised for the purpose of operating the **accountholder's billing account**.

**ANZ Virtual Card Facility** means an **ANZ** Virtual Card Facility which has been opened at the request of the **accountholder**.

**authorised user** means an Australian or New Zealand resident who has been granted access to the **accountholder's ANZ Virtual Card** at the request of the **accountholder**.

**billing account** means the **accountholder's ANZ Virtual Card Facility** billing account.

**cardholder** means an Australian or New Zealand resident who has been nominated by the **accountholder** and issued with an **ANZ Virtual Card** on the **accountholder's billing account**.

**cardholder account** means the account of each person who has been nominated by the **accountholder** and issued with an **ANZ Virtual Card** on the **accountholder's billing account**.

**conveyance** means a plane, train, tourist bus or ferry (but not a cruise ship) that is licensed or authorised to carry farepaying passengers.

**dependant** means:

- a **cardholder** or **authorised user's** child, not in full-time employment who is aged 24 years or under at the time that their eligibility for cover is met; and
- all unmarried persons who are physically or mentally incapable of self-support of whom the **cardholder** or **authorised user** has custody and who live with the **cardholder** or **authorised user**.

**injury, injured or injuries** means bodily injury caused solely and directly by violent, **accidental**, visible and external means, which happens at a definite time and place during the period of cover available and does not result from any illness, sickness or disease.

**loss of** as used with reference to a hand or a foot means severance through or above the wrist or ankle joint.

**spouse** means **your** partner permanently living with **you** at the time the **trip** commences.

**trip** means passage by **you** as a fare paying passenger on a conveyance.

**unauthorised transaction** means an **ANZ Virtual Card** transaction which has been processed to the **cardholder's account** or **authorised user's account** but was not authorised in any way by the **acountholder** and/or was outside the **a cardholder or authorised user's** authority to transact.

**we, our** and **us** means Allianz Australia Insurance Limited and its agent AWP Australia Pty Ltd trading as **Allianz Global Assistance**.

**you, your** and **yourself** means:

- **acountholder** in relation to *Unauthorised Transactions Insurance*;
- **authorised user, cardholder, spouse** or **dependant** in relation to *Transit Accident Insurance*.

## SECTION A - ELIGIBILITY

### UNAUTHORISED TRANSACTIONS INSURANCE

#### Who is eligible?

**Acountholders** of an **ANZ Virtual Card Facility** are eligible for the benefit of *Unauthorised Transactions Insurance* when their **ANZ Virtual Card Facility** is established by ANZ.

### TRANSIT ACCIDENT INSURANCE

#### Who is eligible?

**You** are eligible for *Transit Accident Insurance* if the entire payment for the **trip** was charged to the **acountholder's billing account** prior to the commencement of the **trip**.

## SECTION B - PERIOD OF COVER

### UNAUTHORISED TRANSACTIONS INSURANCE

Cover is available for the duration of the period that the **accountholder's ANZ Virtual Card Facility** is current and valid.

### TRANSIT ACCIDENT INSURANCE

Cover is available under *Transit Accident Insurance* when;

- (a) **you** board **your conveyance** for **your trip** and ends when **you** disembark from **your conveyance** at the end of **your trip**;
- (b) boarding or alighting, being when **you** physically get on or off a **conveyance**, at any airport, coach depot, railway station or dock during **your trip**; and
- (c) travelling as a passenger in a **conveyance** directly to or from any airport, coach depot, railway station or dock immediately before or after the scheduled **trip**.

## SECTION C - TABLE OF BENEFITS

### UNAUTHORISED TRANSACTIONS INSURANCE

The maximum limits of what **we** will pay under *Unauthorised Transactions Insurance* are set out below:

Limit
Limit of \$37,500 for all claims per <b>cardholder</b> or <b>authorised user</b> in any twelve (12) consecutive month period of cover with a maximum total limit of \$200,000 for all claims per <b>ANZ Virtual Card Facility</b> in any twelve (12) consecutive month period of cover.

### TRANSIT ACCIDENT INSURANCE

The following table sets out the type of **injury** and the maximum Benefit Amounts **we** will pay if an aggregate limit of liability does not apply (see below). 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
<b>Loss of</b> both hands or <b>loss of</b> both feet	\$250,000
<b>Loss of</b> one hand and <b>loss of</b> one foot	\$250,000
Loss of entire sight of both eyes	\$250,000
Loss of entire sight of one eye and <b>loss of</b> one hand or <b>loss of</b> one foot	\$250,000
<b>Loss of</b> one hand or <b>loss of</b> one foot	\$125,000
Loss of entire sight of one eye	\$125,000

### Group Policy aggregate limit of liability

The Group Policy under which this cover is provided contains an aggregate (maximum) limit of liability for claims from all eligible **authorised users** or **cardholders**, arising from the one event.

The most **we** will pay in claims, under this *Transit Accident Insurance*, that results from the one **accident** (e.g. a bus crash) is \$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 **authorised users** or **cardholders**, were **injured**, **we** would pay each on a proportional basis (using the table amounts) up to a total of \$1,000,000.

For example, if five **authorised users** or **cardholders**, lost their lives in the same bus crash, **we** calculate the benefits payable as follows:

Five **authorised users** or **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 **authorised user** or **cardholder** would be 80% of \$250,000.

Benefit Amount for each **authorised user** or **cardholder** = \$200,000.

## SECTION D - GENERAL EXCLUSIONS

To the extent permitted by law **we** will not pay for any loss arising from:

- (a) any indirect losses or consequential liability of any kind, including punitive damages;
- (b) any act of war, whether war is declared or not, or from any rebellion, revolution, insurrection or taking of power by the military;
- (c) nuclear reaction or contamination from nuclear weapons or radioactivity;
- (d) biological and/or chemical materials, substances, compounds or the like used directly or indirectly for the purpose of harming or to destroy human life and/or create public fear;
- (e) any payment which would violate any applicable trade or economic sanctions, law or regulation; or
- (f) an intentional or illegal or criminal act of:
  - **you**;
  - a person acting on **your** behalf;
  - **your** designated beneficiary, executor or administrator; or
  - **your** legal heirs or personal legal representative.

## SECTION E - THE COVER AVAILABLE

### UNAUTHORISED TRANSACTIONS INSURANCE

#### What we cover

If during the period of cover provided an **unauthorised transaction** is incurred on the **accountholder's ANZ Virtual Card Facility** by a **cardholder** or an **authorised user**, **we** will indemnify the **accountholder** for the loss they incur up to the limits specified in *Section C - Table of Benefits*.

#### Conditions

It is a condition of this insurance that **you** must take all reasonable steps to ensure your **cardholders** or **authorised**

**user's** use of the **ANZ Virtual Card Facility** in accordance with **your** instructions and any authority **you** have given to the **cardholder** or **authorised user**, including (but not limited to) the following:

- **you** must instruct **your cardholders/authorised users** in writing of the limits of their authority to use their **ANZ Virtual Card cardholder account**.
- When:
  - **you** no longer wish a **cardholder** or an **authorised user** to use their **ANZ Virtual Card cardholder account**; or
  - the **cardholder** or **authorised user's** employment is terminated or the **cardholder** or **authorised user** resigns; or
  - **you** become aware, or a reasonable person in the circumstances would have become aware, that an **unauthorised transaction** had been transacted (e.g. when an **unauthorised transaction** shows on a statement) or is likely to be transacted by the **cardholder** or **authorised user**,

**you** must immediately direct **ANZ** to cancel the **cardholder** or **authorised user's** authority to use the **ANZ Virtual Card**. This direction should be made by telephone or facsimile or any other electronic communication which may be approved by **ANZ**.

- **You** must if possible immediately obtain from the **cardholder** or **authorised user** the **ANZ Virtual Card** letter which contains the account details, cut it in half and return it to **ANZ** at the address appearing on the **ANZ Virtual Card** account statement.
- If **you** are unable to recover the **cardholder** or **authorised user's ANZ Virtual Card** letter, **you** must immediately write to the **cardholder** advising the **cardholder** or **authorised user** that they are no longer authorised to use the **ANZ Virtual Card account** and must return the **ANZ Virtual Card** letter to **you**.

A copy of the letter sent to the **cardholder** or **authorised user** should be included with **your** notification of claim

### **What we exclude**

To the extent permitted by law **we** will not pay for:

- (a) any indirect losses or consequential liability of any kind other than **unauthorised transactions**; or

- (b) any **unauthorised transactions** incurred by any director, partner or owner of the **accountholder**, or any family members of the said directors, partners or owners of the **accountholder**.

## TRANSIT ACCIDENT INSURANCE

The maximum amount **we** will pay for all claims combined is shown in *Section C – Table of Benefits – Transit Accident Insurance - Group Policy Aggregate Limit of Liability*. **You** must also check *Section D - General Exclusions* and exclusions applicable to this insurance for reasons why **we** may not pay.

### What we cover

If, during a **trip**, or:

- (a) while boarding or alighting (being when **you** physically get on or of) a **conveyance** at any airport, coach depot, railway station or dock during **your trip**; or
- (b) while travelling as a passenger in a **conveyance** directly to or from any airport, coach depot, railway station, or dock immediately before or after **your** scheduled **trip**,

**you** suffer an **accident** that causes an **injury** listed in *Section C - Table of Benefits* within twelve (12) months consecutive of the **accident**, **we** will pay **you** the Benefit Amount specified for the **injury** listed in *Section C - Table of Benefits*, that **you** suffered.

In addition, if during a **trip**:

- (c) **you** are unavoidably exposed to the elements and sustain an **injury** due to an **accident** which results in the disappearance, sinking or wrecking of the **conveyance** on which **you** were travelling; or
- (d) **you** disappear due to an **accident** which results in the disappearance, sinking or wrecking of the **conveyance** on which **you** were travelling and **your** body has not been found within twelve (12) consecutive months after the date of such **accident**, it will be presumed, subject to there being no evidence to the contrary, that **you** died,

**we** will pay the applicable benefit amount listed in *Section C - Table of Benefits* to **you**, or to **your** estate in the case of **your** death.

If **you** suffer more than one **injury** as a result of the **accident** **we** will pay **you** no more than the specified amount for the most serious **injury** listed in *Section C - Table of Benefits* that **you** suffered.

## What we exclude

To the extent permitted by law **we** will not pay for any **injury** that results directly or indirectly from:

- (a) any act of terrorism;
- (b) hijack;
- (c) **your** intentional self harm or **your** suicide or **your** attempted suicide;
- (d) any illegal act committed by **you** or any person acting on **your** behalf.

## CLAIMS

### What you need to do to make a claim

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

**You** must give **us** notice of **your** claim as soon as reasonably possible. Call **Allianz Global Assistance** on 1300 135 271.

**You** can obtain claim forms and information on how to make a claim at:

<https://insurance.agaassistance.com.au/anzau/page/otherInsurances/>

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** or **authorised user** all **unauthorised transaction** amounts transacted by the **cardholder** or **authorised user**. This includes (but is not limited to) **you** utilising, where legally possible, any monies held by **you** for or on behalf of the **cardholder** or **authorised user** so as to avoid or reduce any loss through the **unauthorised transactions**; and
- immediately direct **ANZ** to cancel the **cardholder** or **authorised user's ANZ Virtual Card cardholder account**; and
- provide notification to **Allianz Global Assistance** along with the following:
  - a copy of the police report (or incident report number), and
  - a copy of the letter **you** sent the **cardholder** or **authorised user** (if applicable).

- submit full details of any claim in writing to Allianz Global Assistance, Locked Bag 3014, Toowong DC, QLD 4066.

Subject to the claim being established and admitted by **us**, **we** will make payment to **you** of any **unauthorised transaction** amounts.

### **Documentation**

Where necessary, **Allianz Global Assistance** will provide **you** with claim forms which should be returned to them within 30 days or as soon as possible after **you** receive them. If **you** fail to contact **Allianz Global Assistance** 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 Virtual Card** statements.

### **Recoveries**

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** any amount **we** paid that, when combined with the payment of the other insurer, exceeds **your** loss.

**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 to the extent permitted by law no payment will be made for that claim and **we** may take legal action against **you**. **We** will also inform **ANZ** of the situation and **you** may no longer be eligible for this insurance.

## COMPLAINTS AND DISPUTES

If **you** have a complaint or dispute in relation to this insurance, or **our** services or **our** representatives, please call **us** using the contact details below, or put the complaint in writing and send it to:

Email: ANZTravelTeam@allianz-assistance.com.au

Post: Customer Care  
Locked Bag 3014  
Toowong DC, QLD 4066

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

Phone: 1300 135 271 (Office Hours Monday - Friday  
9:00 – 17:00 except public holidays.  
Calls from mobiles, public telephones or hotel rooms  
may attract additional charges)

**We** will attempt to resolve the matter in accordance with **our** internal resolution procedures. To obtain a copy of **our** procedures, please contact **us**.

A complaint can be referred to the Australian Financial Complaints Authority (**AFCA**) The **AFCA** provide a free and independent complaint resolution service for consumers who have a general insurance complaint falling within its rules.

The contact details for the **AFCA** are:

Australian Financial Complaints Authority  
GPO Box 3, Melbourne Victoria 3001  
Phone: 1800 931 678  
Email: info@afca.org.au

## GENERAL INSURANCE CODE OF PRACTICE

**Allianz** and **Allianz Global Assistance** proudly support the General Insurance Code of Practice.

The Code sets out the minimum standards of practice in the general insurance industry. **You** can obtain more information on the Code and how it assists **you** by contacting **Allianz Global Assistance** using the contact details above, or by visiting [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

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