

# CONSUMER LENDING

TERMS AND CONDITIONS  
VERSION 38 | 20.08.2024



This booklet does not set out terms and conditions for ANZ Plus products or services.

## INTRODUCTION

### References to ANZ

In this booklet, 'we', 'us', 'our' and 'ANZ' refer to Australia and New Zealand Banking Group Limited ABN 11 005 357 522.

### Read your terms and conditions material

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

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

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

If you accept the offer of credit made to you, your agreement (also referred to in this booklet as 'credit contract' or 'contract') will be made up of:

- the terms in your Letter of Offer;
- this 'Introduction' section and the General Conditions in this booklet;
- depending on the type of loan or facility involved, either Specific Conditions (A) or Specific Conditions (B) in this booklet (see the table on page 3);
- in relation to an ANZ Equity Manager account (no longer offered), the ANZ Saving & Transaction Products Terms and Conditions booklet and the ANZ Personal Banking Account Fees and Charges booklet; and
- any other document identified in your Letter of Offer as forming part of your agreement.

Other terms and conditions, including those implied by law, may also apply. To the extent permitted by law, the terms and conditions contained in the above documents shall prevail in the event of any inconsistency.

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

The table below shows which terms in this document apply to your loan or facility.

The General Conditions apply to all loan and facility types shown in the table. In addition, Specific Conditions (A) or Specific Conditions (B) will apply to your loan or facility, depending on the type of loan or facility.

Loan Type	General Conditions	Specific Conditions (A)	Specific Conditions (B)
Home Loans, including: <ul style="list-style-type: none"> <li>residential land loans;</li> <li>residential investment loans; and</li> <li>residential investment land loans</li> </ul>	✓	✓	
Home Equity Facilities (no longer offered), being: <ul style="list-style-type: none"> <li>ANZ Equity Manager facilities; and</li> <li>ANZ Home Equity Loans*</li> </ul>	✓		✓
Personal Loans	✓	✓	

\* An ANZ Home Equity Loan is a form of loan, as well as being a form of Home Equity Facility.

You should also refer to the Electronic Banking Conditions of Use and the Information Statement which are included in this booklet for your reference, but do not form part of your contract.

When reading this booklet, keep in mind that some terms have special meanings which are explained at the end of the General Conditions section.

Information on current standard consumer lending fees and charges are contained in the ANZ Personal Banking Account Fees and Charges booklet and the ANZ Personal Banking General Fees and Charges booklet, which are available from any ANZ branch and via [www.anz.com](http://www.anz.com). You may also obtain this information, as well as information relating to current interest rates, by calling our Home Loan Servicing Team or ANZ Personal Banking on the numbers at the back of this booklet.

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# GENERAL CONDITIONS

## 1. ESTABLISHING YOUR LOAN OR FACILITY

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

You can do this by producing acceptable documents which establish your identity. One of the documents must include your photograph or signature. If you want more information on the documents you can use as proof of your identity, please ask a member of staff at any ANZ branch.

If you, or signatories to the account, are not identified in terms of the law, the account will be blocked for all withdrawals and advances until the requirements are satisfied.

If you want to establish a loan or facility and you have completed the identification process with us previously, you will need to tell us the account number of your existing ANZ account.

## 2. AVAILABILITY OF FUNDS

Before any funds are made available you must:

- accept your Letter of Offer (if there is more than one person who is to be party to the loan or facility agreement, each party must individually accept the Letter of Offer);
- make sure that any new security documents that are required under your Letter of Offer are signed;
- arrange any new insurance required under your Letter of Offer and give a copy of the policy to us;
- complete a disbursement order, if this is required under your Letter of Offer; and
- meet any other requirements as set out in your Letter of Offer.

We must also be satisfied that:

- the documentation complies with legal requirements;
- you have received all statements and information required by law;
- no event of default has occurred;
- any required guarantee or Security Interest has been provided and any guarantor has obtained independent legal and financial advice to our satisfaction; and
- if you or a guarantor is a trustee of a trust, all trust requirements have been properly met.



### 3. ACCEPTING YOUR LETTER OF OFFER

To accept the offer contained in your Letter of Offer you must do either of the following within 14 days after the date of disclosure specified in your Letter of Offer or, if an Acceptance Period is specified in your Letter of Offer, by the end of that Acceptance Period, whichever is sooner:

- sign the Letter of Offer and return the signed copy to us; or
- fulfil the requirements described in your Letter of Offer as indicating acceptance.

If you do not accept the offer for a loan or facility within the applicable period, but decide later you would like to accept it, you can contact your ANZ branch to request an extension of the period.

A copy of the Letter of Offer has been provided to you to keep along with this booklet.

### 4. ACTUAL AMOUNTS YOU NEED TO PAY MAY BE DIFFERENT FROM THOSE IN YOUR LETTER OF OFFER

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

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

### 5. ANNUAL PERCENTAGE RATE (INTEREST RATE)

#### **Interest rates can change**

Variable reference rates (or index rates) can be changed at any time including during the period between the date of disclosure (set out in your Letter of Offer) and the date of advance under your loan or the date of first drawing under your facility.

Except as otherwise agreed with us, the interest rate that will apply to your loan during a fixed interest rate period can also be changed at any time before drawdown, but not once the loan has been drawn and the fixed interest rate period has started.

At the end of any fixed interest rate period, you may apply for another fixed interest rate period, and, if we agree to your request, you will be advised of any extra or varied terms

that will apply. Please note that fees may apply as set out in your Letter of Offer (subject to change as described in this booklet and in the Letter of Offer).

If:

(a) you have not applied for another fixed interest rate period or we have not agreed to your request, or

(b) the end of any fixed interest rate period coincides with the end of your loan or facility term and your loan or facility has not been repaid in full (in accordance with these terms and conditions) on or before the end of its term,

then the interest rate on your loan or facility will change at the end of your fixed interest rate period. Unless your Letter of Offer says otherwise or we otherwise agree, at the end of your fixed interest rate period your interest rate will be the applicable ANZ variable reference rate (or index rate) and any applicable margin discount that we have agreed with you for your loan or facility. Please see below for details on how to check the applicable interest rate or reference rate for your loan or facility. Please note that the reference rates are subject to change.

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

### **Notifying you of changes**

Clause 9 of the General Conditions contains details about how we will notify you of changes to the interest rate applicable to your loan or facility and clause 6 of Specific Conditions (A) contains details about the impact that such changes may have on your repayment amounts.

You can also check interest rates and reference rates on [www.anz.com](http://www.anz.com), by asking at any ANZ branch or by calling the ANZ Home Loan Servicing Team, ANZ Mortgages Customer Service or ANZ Personal Loans on the numbers at the back of this booklet.

## **6. INTEREST, FEES AND CHARGES FOR LOANS**

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

When establishing your loan, you may generally elect (subject to agreement by us) whether certain fees and charges, including interest charges, in respect of the loan will be debited to the loan account or 'redirected' to another account that is acceptable to us. Some fees and charges may only be debited to the loan account, while others may only be redirected to another account.

Where fees or charges are redirected to another account, they will be debited to your loan account, but immediately offset by a credit from that other account.

Where a fee or charge is debited to your loan account and is not immediately offset by a credit from another account, it will form part of the balance of the loan account in respect of which debit interest accrues.

A reference in your agreement to a fee or charge, including an interest charge, being debited to your account includes a reference to the fee or charge being redirected to another account, unless the context requires otherwise.

### **Authority to debit fees, charges and other amounts payable**

You authorise us to debit your loan account or any other account to which fees and charges in respect of the loan may be redirected, with any fees, charges or other amounts payable by you under your agreement.

We may debit to the relevant account an amount payable without making a demand even though another provision of your agreement says that the amount is payable on demand. However, we do not have to debit the account and we may ask you to pay the amount to us via other means.

### **How debit interest is calculated**

Debit interest will accrue daily on the unpaid balance of your loan account as at the end of the day. The rate applied on a particular day will be the annual percentage rate applicable to your loan for that day, divided by 365.

### **When interest charges are debited**

Accrued interest will be debited to your loan account with the frequency indicated in your Letter of Offer (subject to change as described in your agreement). The interest that is debited to your loan account on a particular day will not include the interest accrued in respect of that day. Interest for a relevant period that is not included in the interest charge for that period or which accrues on and from the date on which the interest is payable may be carried forward to a subsequent date on which interest is payable.

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

Where an interest debit is scheduled to be made on the 29th, 30th or 31st of a month which does not contain such a date, it will, subject to the paragraph below, be debited on the last day of that month.

Where an interest debit is scheduled to be made on a non-business day, the debit will instead be made to your account on the next business day, but with effect from the scheduled date. The debit will relate to interest accrued up to, but not including or following, the scheduled date.

### **When other fees and charges are debited**

Other fees and charges will be debited to your account at the times or with the frequency as set out in your Letter of Offer or subsequently agreed by you or determined by us in accordance with your agreement, subject to the comments below.

Where a Loan Administration Charge is scheduled to be debited on the 29th, 30th or 31st of a month which does not contain such a date, it will, subject to the comments below, be debited on the last day of that month.

Where a Loan Administration Charge is scheduled to be debited on a non-business day, it will instead be debited to your account on, and with effect from, the first business day after the scheduled date.

If the Loan Administration Charge for a particular period is scheduled to be debited on the last day of a month, the Loan Administration Charge for each subsequent period will be debited on the last day of the final month in that subsequent period, subject to the preceding paragraph.

See also clause 10 of Specific Conditions (A) regarding Late Payment Fees.

## **7. PAYMENTS**

Generally, you have the following options for payments in respect of a loan, including repayment of principal and payment of interest:

- by Direct Loan Payment from an ANZ account (see [www.anz.com](http://www.anz.com) for information regarding how you can set up Direct Loan Payments);
- by periodical payment from an ANZ account;
- by deposit over the counter at an ANZ branch using a coupon booklet;
- by depositing a cheque over the counter at any ANZ branch;
- by salary deduction (applicable to ANZ staff only);
- via an ANZ ATM, ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking (if funds transfer functionality is available on your version of ANZ Mobile Banking);
- by electronic transfer from an account with another financial institution;
- by any other method of payment that we may allow from time to time.

The date on which payments are applied to your loan account may differ, depending on the nature of the payment. Payments will not be treated as made until the date on which those payments are applied to your account in the ordinary course of business. Generally, payments will be applied to your account on the date of processing but, in some cases, they may be applied as at a different date (referred to as the 'effective date').

Generally, and except as otherwise noted in these terms and conditions, the rules below will apply.

Any payment made via an ANZ ATM (excluding cheque deposit transactions), ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking will be applied to your loan account effective on the date on which it is made.

Cheque deposits will usually take up to seven business days to clear and be applied to your account. Where a cheque that is deposited to your account is dishonoured, we will take the amount of the cheque from your account (to the extent it has been credited to your account).

Where a payment is made from an account with another financial institution, there may be a delay between the transaction being processed as a payment by the other financial institution and the application by us of the payment to your loan account.

If we receive a message through the New Payments Platform that a payment will be made to your account, we may credit the amount of the payment to your account even if we have not yet received the payment. If the payment is not received for any reason, we can reverse the transaction by taking the amount from your account.

If a payment is due to be made on a day which is not a business day, it must be made on or before the next business day. If a payment is due on the 29th, 30th or 31st of a month which does not contain such a date, it is due on the last day of that month.

## **8. ADJUSTMENTS TO YOUR LOAN ACCOUNT BALANCE**

The date on which a transaction is processed to your loan account may differ from the date on which the transaction occurred or is regarded as effective.

We may also adjust a debit or credit to your loan account or an account to which fees, charges or other amounts payable in connection with your loan may be debited so as to accurately reflect our and your legal obligations (for example, because of an error, a dishonour of a cheque or a resolution against you of a dispute).

In both circumstances, we may make consequential adjustments to the balance of your relevant account, including with respect to accrued interest or interest that has already been debited to your relevant account. For example, we may debit your relevant account to reflect an increased interest charge as a result of a transaction which was effective before a particular interest charging date, but that was processed to your account after that interest charging date.

For the purposes of making adjustments in respect of a particular transaction, we will recalculate the debit interest that would have accrued on the adjusted balance of your loan account from the effective date of the relevant transaction. In doing so, for each day from the effective date to the processing date (both inclusive), we will apply the interest rate that applied to your loan account on that day.

## 9. CHANGES WE CAN MAKE TO TERMS AND CONDITIONS

### 9.1 Changes we can make to fees and interest rates

We may make changes to your agreement relating to fees and interest rates without your consent. The table sets out these changes and how and when we will give you notice of them. In the tables, a reference to notice in writing is to notice by any notification method allowed by your agreement and a reference to notice by press advertisement is to notice by advertisement in a national newspaper or in two or more major metropolitan newspapers that in combination circulate generally in each State and Territory of Australia.

During any fixed interest period of your loan, no change to the applicable interest rate or the early repayment charge will be made, and no new early repayment charge introduced.

If you are unhappy with a change to the terms and conditions of your agreement, you have the right to exit your agreement by repaying your loan or facility early in accordance with the provisions of this booklet, including payment of any applicable early repayment cost if the agreement is terminated during a fixed interest rate period.

**Lending for personal use or investment in residential property, regulated by the National Credit Code, or lending for personal investment purposes (other than investment in residential property)**

What we may do	Minimum number of days' notice	Method of notice
Change an index/reference rate, or the interest rate margin, applicable to a loan or facility	Day of change	In writing, or by press advertisement with details provided before, with or on your next statement
Introduce a new fee or change the frequency, payment dates or manner of payment of a fee	30 days	In writing
Increase a fee or change the method of calculation of a fee	30 days	In writing, or by press advertisement with details provided before, with or on your next statement

Decrease a fee	Day of change	In writing, or by press advertisement with details provided before, with or on your next statement
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If any change reduces your obligations, we can give you less than 30 days' notice.

### Lending for any other purpose

What we may do	Minimum number of days' notice	Method of notice
Change an index/reference rate, or the interest rate margin, applicable to a loan or facility	Day of change	In writing, or by press advertisement with details provided before, with or on your next statement
Introduce a new fee	30 days	In writing
Increase a fee	30 days	In writing, or by press advertisement
Decrease a fee	Day of change	In writing, or by press advertisement
Change the method of calculation, frequency or payment dates or manner of payment of a fee	30 days	In writing, or by press advertisement

If any change reduces your obligations or has a neutral effect on you, we can give you less than 30 days' notice.

## 9.2 Changes we can make to other terms and conditions

We can make the following changes to other terms and conditions of your agreement without your consent:

- the dates on and frequency with which interest will be payable, and the method of calculating interest. However, no such change will be made during any fixed interest rate period;
- the manner in which interest is payable;
- the name of any reference rate;
- the amount, method of calculation, frequency, manner of payment and number of repayments;

- the dates on which repayments are to be paid;
- the minimum amount that can be drawn under a continuing credit facility;
- changes that ensure that the product is, or the terms and conditions are, consistent with our business, communication, technological or operational systems or processes;
- changes to comply with, or reduce the risk of non-compliance with, any law, or decision, recommendation, regulatory guidance or standard of any court, tribunal, ombudsman service, regulator or any other similar body;
- changes that are, in our reasonable opinion, required or appropriate to protect any person (including ANZ) from the risk of fraud or illegal activity;
- changes that enhance the security of our products or services;
- changes that are administrative;
- changes to simplify the terms and conditions;
- changes to correct a mistake, inconsistency or omission;
- changes to reflect changes or improvements to the features of the product or how it works;
- changes to, or as part of a process to, discontinue or replace a product or service or migrate a product to a new system, and for this purpose we may change your product to a different product with similar features to the discontinued or replaced product, or change your existing product;
- changes that are beneficial to you;
- changes that reflect current industry or market practice or conditions or that we reasonably consider are appropriate in light of changes to community standards or expectations in respect of bank or environmental, social and governance practices;
- changes that in our reasonable opinion are reasonably required to prudently manage a material credit, operational or compliance risk; and
- any other changes that are reasonably necessary to protect our legitimate business interests.

If you are unhappy with a change to the terms and conditions of your agreement, you have the right to exit your agreement by repaying your loan or facility early in accordance with the provisions of this booklet, including payment of any applicable early repayment cost if the agreement is terminated during a fixed interest rate period.

**Lending for personal use or investment in residential property, regulated by the National Credit Code, or lending for personal investment purposes (other than investment in residential property)**

We may give you notice of any change referred to in this clause 9.2 by any notification method allowed by these terms and conditions. We will give not less than 30 days' notice of any such change. If any change reduces your obligations, we can give you less than 30 days' notice.



### **Lending for any other purpose**

We may give you notice of any change referred to in this clause 9.2 by any notification method allowed by these terms and conditions or, other than in the case of a change relating to interest, by advertisement in a national newspaper or in two or more major metropolitan newspapers that in combination circulate generally in each State and Territory of Australia.

We will give you reasonable notice of these changes. If we reasonably consider a change is unfavourable to you, we will give you prior notice of at least 30 days. We may give you a shorter notice period, which may include notice on the day the change takes effect, if we reasonably consider:

- the change has a positive or neutral effect on you; or
- providing a shorter notice period is necessary for us to:
  - avoid or reduce a material increase in our credit risk or loss; or
  - comply with legal or regulatory requirements.

## **10. GOVERNMENT CHARGES**

Government duties, taxes and other charges incurred in connection with your loan or facility are payable by you and may be debited by us to your loan or facility account or any other nominated account.

## **11. SECURITY AND PERSONAL PROPERTY SECURITIES**

Your Letter of Offer will tell you about any Security Interest required by us in connection with your loan or facility. Please be aware that:

- by accepting your Letter of Offer, you agree to any Security Interest provided by you on or prior to the date of disclosure also being held by us as a Security Interest in connection with your loan or facility;
- Security Interests will be documented using our standard security documents, which you can obtain through any ANZ branch before you accept your Letter of Offer. However, if special circumstances exist, or if we consider it necessary, these documents will be changed or new documents will be prepared to ensure there is effective security;
- if we deal with, vary or supplement our security documentation to comply with your requirements, we may charge a fee. An estimate of the fee can be provided once your specific requirements have been ascertained;
- we must be satisfied with the form and effectiveness of any Security Interest before we will provide any credit.

You must pay any applicable stamp duty and registration fees by the date your loan is advanced or the date that your facility starts. You may also need to pay government fees and stamp duty when any Security Interest you are providing is discharged. Please refer to your Letter of Offer for details.

### **Further steps**

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

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

### **Valuation Administration Fee**

A Valuation Administration Fee may be payable for each property to be mortgaged to us as security for your loan or facility, and for each request that is made for a full or partial discharge of any security provided for your loan or facility, for a change to or release of one or more of the guarantors for your loan or facility, or for any other change to the security provided for your loan or facility. This fee is payable on the date of advance or, where a change is requested in relation to an existing security or guarantor, when the change is requested.

### **Costs of further steps**

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

Our costs for the purposes of this clause 11 include, for example:

- charges and commissions;
- expenses;
- fees;
- costs incurred in connection with professional advisors including legal costs (calculated on a full indemnity basis) relating to the loan or facility or any Security Interest provided to us in connection with it; and
- taxes and duties (for example stamp duty).

## **12. INSURANCE**

### **Property Insurance**

All property over which a Security Interest is provided to us, other than vacant land, must be insured under a policy acceptable to us and the insurance policy must be maintained for the period that we hold the Security Interest. Please be aware that:

- the insurance policy must cover full reinstatement and/or equal value replacement of the property; and

- Australia and New Zealand Banking Group Limited must be named on the insurance policy as the appropriately ranked holder of the Security Interest. This is unless the secured property is a unit in a building, or a subdivision, for which the body corporate has taken out insurance for the whole building or subdivision. In this case, we must see the body corporate insurance policy.

### **Lenders Mortgage Insurance**

Lenders Mortgage Insurance is a form of insurance that protects us against possible loss arising from a default under your loan or facility.

Your Letter of Offer will state whether you are required to obtain Lenders Mortgage Insurance. If you are required to obtain such insurance, it will be taken out by us at the commencement of your loan or facility. The cost of this insurance will be payable by you on the date of advance under your loan (or, in the case of an Equity Manager facility, upon establishment of the facility) and deducted from the proceeds of your loan (or, in the case of an Equity Manager facility, debited to your Equity Manager account) or, if we require or allow, debited to another account nominated by you.

This insurance protects us, not you. If you default on your loan or facility, we may incur a loss even if any property over which we have taken a Security Interest is sold. However you are still legally responsible for repaying the full amount outstanding under your loan or facility. The insurer may recover from you any amount that it has paid to us.

## **13. TRUSTS**

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

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

## **14. OUR RIGHTS IF THERE IS A DEFAULT UNDER YOUR AGREEMENT**

If any of the following events of default occur, we can refuse to provide further credit and (subject to notice as described below) require you to make immediate repayment in full of all money you owe us or will owe us in the future in connection with your loan or facility, enforce any rights available to us under any Security Interest in respect of your loan or facility or combine the balance of two or more of your accounts (as described in clause 29 of the General Conditions).

An event of default occurs:

- if you do not make a payment under your agreement within two business days after its due date;

- if there is a material breach by you or a guarantor of any term or condition of your agreement or any Security Interest provided to us in connection with any such agreement;
- if (being a corporation), in our opinion, after making due inquiries, there is a change in your effective control without our prior written consent, which we will not unreasonably withhold; or
- if Specific Conditions (A) apply, if an event listed in clause 5 of Specific Conditions (A) occurs and, in our reasonable opinion, it causes a material adverse change in your financial situation likely to affect your ability to meet your obligations under your loan or facility or any Security Interest provided to us in connection with it; or
- if, in our reasonable opinion, any of the following events or circumstances arise causing a material adverse change in your financial situation likely to affect your ability to meet your obligations under your loan or facility or any Security Interest provided to us in connection with it:
  - your death;
  - termination of your employment;
  - your insolvency;
  - enforcement proceedings by any creditor against you or in respect of any property over which you have provided us with a Security Interest in connection with your loan or facility;
  - any insurance over property over which you have provided us with a Security Interest in connection with your loan or facility being cancelled or declined;
  - any information supplied by you to us in connection with your loan or facility or any Security Interest provided to us in connection with your loan or facility being found to have been materially untrue, incorrect or incomplete when made or given;
  - a material adverse change to the effectiveness or priority of any Security Interest provided to us by you or a guarantor in connection with your loan or facility.

Before we require immediate repayment in full, you will be given 30 days written notice to allow you an opportunity to remedy the event of default.

However we will not give you such notice if:

- we believe, on reasonable grounds, that we were induced by fraud on your part to enter into your agreement; or
- we have made reasonable attempts to locate you, but without success; or
- a court authorises us to require immediate repayment without giving such a notice; or
- we believe on reasonable grounds that any goods the subject of a Security Interest provided to us in connection with your agreement have been or will be removed or disposed of without our permission; or
- we believe on reasonable grounds that urgent action is necessary to protect property over which a Security Interest has been provided to us in connection with your agreement.

If we do not, for any reason, exercise our rights when an event of default occurs, we have not waived our right to do so later.

## **15. ENFORCEMENT EXPENSES**

If an event of default occurs, you will be required to pay expenses reasonably incurred by us in enforcing or preserving our rights under your agreement or any Security Interest provided to us in connection with your agreement. These expenses include those incurred by us in preserving or maintaining property secured, collection expenses and expenses resulting from dishonour of a cheque or payment. Enforcement expenses resulting may be debited in the same way as other fees and charges.

## **16. JOINT AND SEVERAL LIABILITY**

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

If you want to change the details of the people authorised to use this loan or facility you must tell us in writing.

## **17. DISCLOSURE OF FINANCIAL INFORMATION**

If at any time during the term of your agreement we, acting reasonably, consider it is necessary to show there has been no material adverse change in your financial situation which may be likely to affect your ability to meet your obligations under your agreement or any Security Interest provided to us in connection with it we can require:

- you to provide information about your financial circumstances; or
- a new valuation of any property the subject of any Security Interest provided to us in connection with your agreement.

If we require a new valuation of any property under this clause, you may be charged:

- a fee equal to the cost of the valuation which we must pay for employing an external valuer (payable by you on the date it is invoiced to us); or
- a Valuation Administration Fee.

## **18. PRIVACY AND CONFIDENTIALITY**

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

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

## **Collection, use and disclosure of information**

We 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 us 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 us and/or to manage any legal action involving us;
- 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.

## **Absence of relevant information**

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

## **Information required by law etc.**

We 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 our Privacy Policy and at [www.anz.com/privacy](http://www.anz.com/privacy).

## **Providing your information to others**

We may provide your information to:

- any of our related entities which may use the information to: carry out our 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 us to jointly offer products and/or has an alliance with us to share information for marketing purposes (and any of its outsourced service providers or agents), to enable them or us to: provide you with products or services; and/or promote a product or service;

- any agent, contractor or service provider we engage to carry out or assist our functions and activities (for example, mailing houses or debt collection agencies);
- an organisation that assists us to identify, prevent or investigate fraud, unlawful activity or misconduct;
- regulatory bodies, government agencies, law enforcement bodies and courts;
- other parties we are 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 or facility;
- any person who introduces you to us;
- your referee(s);
- your employer;
- your joint borrower(s) or account holder(s); and
- your adviser; your authorised agents; your executor, administrator or trustee in bankruptcy; your legal representative; your attorney; or anyone acting for you in connection with your loan or facility.

If you do not want us to tell you about products or services, phone our Contact Centre to withdraw your consent.

We may disclose information to recipients (including service providers and our 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 our Privacy Policy and at [www.anz.com/privacy](http://www.anz.com/privacy).

### **Credit Reporting**

We may also disclose personal information, including information about your other credit liabilities, repayments and defaults, to credit reporting bodies. We may also collect this information from credit reporting bodies. Information about credit reporting, including the name and contact details of these credit reporting bodies, when we 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 our Contact Centre or visit any ANZ branch for a copy of our Privacy Policy.

## **ANZ Privacy Policy**

Our Privacy Policy ([www.anz.com/privacy](http://www.anz.com/privacy)) contains information about:

- the circumstances in which we 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 we have breached the Privacy Act or an applicable code and how we will deal with those matters.

### **Collecting sensitive information**

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

### **Personal information you provide about someone else**

If you give us 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 us in connection with your dealings with us.

## **19. STATEMENTS**

We will provide a statement:

- for Home Loans and Personal Loans, at least once every six months, or more often (fortnightly, monthly or quarterly) if required by either you or us;
- for ANZ Equity Manager facilities, every three months, or more often (monthly or on activity) if required by either you or us;
- for ANZ Home Equity Loans, once every month.

You must carefully check your statements. If you think there are mistakes or unauthorised or disputed transactions shown on a statement, contact us as soon as possible. Details of our dispute resolution procedures are set out in section 27.

## **20. NOTICES**

A demand for payment that we give to you in connection with your agreement will be signed by one of our bank managers or bank officers, by our solicitors or by any agent authorised by us. Any other form of notice or demand need not be signed, unless the law requires it.

Without limiting any other term of your agreement that allows for another form of notice, we may give any statement, notice or other document (including a statement of account, a notice about your loan or facility or notice of a change to your agreement) to you in connection with your loan or facility personally, or by sending it by mail or, unless prohibited by law, by electronic methods. Each of these methods of delivery will be considered to constitute written notice.



For the purposes of providing such written notice, we will rely on your contact information shown in our records.

Electronic methods used may include (but are not limited to) sending the document to your Electronic Address, or publishing the document on our website or in ANZ Internet Banking or ANZ Mobile Banking and giving you notice personally, or by sending the notice to you by mail or to your Electronic Address, when the document is available.

Where we send you a document by mail, or send notice to you by mail that a document has been published on our website or in ANZ Internet Banking or ANZ Mobile Banking, you are deemed to have received the document on the seventh day after mailing.

Where we give a document to you by sending the document to your Electronic Address, or by sending a notice to your Electronic Address that the document has been published on our website or in ANZ Internet Banking or ANZ Mobile Banking, you are deemed to have received the document on the day after the day on which the document or notice is sent to your Electronic Address.

If there is more than one person who is party to your agreement, we will generally send a statement, notice or other document only to the person(s) nominated by you to receive such documents.

## 21. TRANSFER OF OUR RIGHTS

Subject to applicable laws and the Banking Code of Practice, we may without telling you or obtaining your consent:

- a) assign any of our rights under your agreement to give effect to:
  - i. a sale of debt (e.g. to debt collection agencies);
  - ii. a sale of business, assets or portfolios;
  - iii. business restructuring; or
  - iv. securitisation or other finance structure; and
- b) give any information about your agreement and your obligations under it to any assignee of our rights under the agreement, or anyone who is considering becoming an assignee.

## 22. BANKING CODE OF PRACTICE

If you are an individual or a 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.

## 23. DISRUPTION TO SERVICE

To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these terms and conditions, if we fail to observe or perform any of our obligations under these terms and conditions because of anything which we could not, with reasonable diligence, control or prevent. This includes acts of God, acts of nature, acts of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, unexpected system failure, epidemics or pandemics, or disruption by war or sabotage.

## 24. WITHHOLDING TAX

If a law requires you to deduct or withhold an amount from a payment to us on account of a tax or duty (other than any imposed on our overall net income):

- you will pay us, when the payment is due, whatever additional amount is needed so that what we actually receive (after taking into account the deduction or withholding), is equal to the amount that we would have been entitled to receive if no deduction or withholding had been required;
- you will indemnify us against any loss we suffer or cost we incur because you do not make the deduction or withholding; and
- you will promptly give us a copy of any document about the amounts paid or payable because of the deduction or withholding.

Please note that the obligation to arrange the payment of withholding tax rests with you. You should seek your own independent financial and taxation advice.

## 25. LAW AND JURISDICTION

Your agreement will be governed by the laws of the State of Victoria. If there is a dispute about your agreement, then we and you agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under the law referred to above.

## 26. FIRST HOME OWNER GRANT

Approval or refusal of a First Home Owner Grant (FHOG) application is decided by the relevant revenue authority in the State or Territory where the home is purchased or built. We are not responsible for the approval or refusal of any FHOG application but we may lodge your FHOG application on your behalf if you request us to do so. Processing of FHOG applications may be conducted offshore by ANZ Operations and your personal information may be sent offshore for that purpose.

If your loan or facility approval assumes approval of the FHOG, any settlement shortfall, or penalties resulting from the refusal of the FHOG application is your responsibility. We are only responsible for the lodgement of the FHOG application (if any) on your behalf.

## 27. COMPLIMENTS, SUGGESTIONS AND COMPLAINTS

### We value your feedback

We are committed to ensuring our products and services meet your expectations and value your feedback regarding our performance. If you would like to compliment members of our team, or you have a suggestion on how we can improve, please tell us. Perhaps we have made a mistake, or our service hasn't met your expectations. Whatever the reason, we want you to let us know.

### Providing feedback

#### Step 1 Customer Service area

Our customer service team is your first point of contact for raising complaints or providing feedback. Talk to staff at your local ANZ branch or Business Centre, or call our Contact Centre. We will do our best to help resolve any issues you may have.

- **Phone:** our Contact Centre using the contact details at the back of this booklet
- **In person:** use 'Find a branch/ATM' on [www.anz.com](http://www.anz.com) to find your nearest branch or Business Centre

#### Step 2 Complaint Resolution Centre

If you are not satisfied with the response to your complaint or feedback, you can contact our Complaint Resolution Centre. Our specialists will work closely with you to resolve any complaint you may have quickly and amicably. If you have a compliment or suggestion, they will ensure your feedback is shared with the relevant teams.

- **Phone:** 1800 805 154 (8am - 7pm Melbourne time, weekdays excluding national public holidays)
- **Email:** [yourfeedback@anz.com](mailto:yourfeedback@anz.com)
- **Mail:** ANZ Complaint Resolution Centre  
Locked Bag 4050, South Melbourne VIC 3205
- **Online:**
  - Visit [www.anz.com](http://www.anz.com)
  - Select 'Complaints and compliments' under 'Find out more'
  - Select 'Lodge your feedback online'

### Further help

If you are not satisfied with the resolution offered by our Complaint Resolution Centre, you can have your complaint reviewed free of charge by the Australian Financial Complaints Authority, an external dispute resolution scheme.

### Australian Financial Complaints Authority (AFCA)

The Australian Financial Complaints Authority (AFCA) is designed to offer fair, independent and accessible dispute resolution for consumers who are unable to resolve complaints directly with their financial services provider. In most cases you have two years to submit a complaint to AFCA after you have raised it with us and received a final

outcome from us. Before AFCA investigates your complaint, they will generally give us an opportunity to resolve or respond to it.

- **Phone:** 1800 931 678
- **Mail:** Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001
- **Email:** [info@afca.org.au](mailto:info@afca.org.au)
- **Website:** [www.afca.org.au](http://www.afca.org.au)

## 28. IF YOU ARE IN FINANCIAL DIFFICULTY

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

## 29. OUR RIGHT TO COMBINE ACCOUNTS

Subject to compliance with the Banking Code of Practice, where we reasonably consider that it is in our legitimate interests to do so, we can combine the balances of two or more of your accounts, even if the accounts are in joint names. This may happen when one of your accounts is overdrawn or is in debit and another is in credit. This means that the credit balance in one account can be used to repay to us the debit balance in another account. We will promptly inform you if we have combined any of your accounts. We need not notify you in advance. You should not treat your accounts as combined unless we have agreed to such an arrangement.

## 30. ANZ'S OTHER RIGHTS

### **Anti-Money Laundering and Sanctions**

You agree we may, without providing you with any notice and without incurring any liability, delay, block or refuse to process any transaction, or close your account, if we reasonably consider or suspect that processing the transaction or keeping your account open:

- (a) may break any law or regulation in Australia or any other country;
- (b) 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 Nations, the European Union or any country;
- (c) may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct; or
- (d) may be inconsistent with or prohibited by our anti-money laundering and counter-terrorism financing or sanctions policies. Such policies, which can change from time

to time, are designed to help ANZ comply with legal obligations and to identify, manage and mitigate money laundering, terrorism financing and sanctions risks. These policies cover matters such as ANZ's approach to:

- i. customer due diligence;
- ii. monitoring transactions for indicators of unusual behaviour and reporting suspicious activities to appropriate authorities; and
- iii. transactions that may be connected, directly or indirectly, with sanctioned parties, jurisdictions, products or sectors of economies in certain jurisdictions.

A summary of our anti-money laundering and counter-terrorism financing policy and our sanctions policy is available on [anz.com](http://anz.com) and includes, for example, a current list of relevant jurisdictions.

You must provide all information to ANZ which ANZ reasonably requires to manage anti-money laundering, counter-terrorism financing and/or economic and trade sanctions risk or to comply with any law in Australia or any other country. You agree that we may give any information about you to:

- any law enforcement, regulatory agency or court if we must do this under any law or regulation in Australia or elsewhere; and
- any correspondent (or agent) bank we use to make the payment for the purpose of compliance with any law or regulation.

Unless you have told us that you are a trustee of the account or are acting on behalf of someone else, you warrant that you are acting on your own behalf in entering into this agreement.

You declare and undertake to us that the processing of any transaction by us in accordance with your instructions will not breach any law or regulation in Australia or any other country.

### **ANZ's Legitimate Interests**

We reserve the right to restrict the amount, or the amount of each denomination, of any deposits that may be made to an account, to block access to an account, and prevent all or specific transactions from being processed to or from an account, without notice where we consider that it is in our legitimate interests to do so. For example, we may do so where we consider this necessary to protect us or you from suffering financial loss (e.g. as a result of suspected fraudulent activity on an account). Any transaction limits that would otherwise apply are subject to our rights to take these actions. Please ask at the branch or call our Contact Centre for details of any limits that apply.

### **Compliance with Laws**

In the event that we reasonably consider or suspect that a request is non-compliant or might reasonably cause non-compliance with any applicable law or regulation, despite any provisions in this contract, we may decline that request.

### 31. ACTING ON YOUR INSTRUCTIONS

We may decide not to act on instructions where we reasonably consider or suspect those instructions either:

- have not been authorised by the account holder(s) or are otherwise fraudulent;
- have been provided by mistake;
- contain material omissions or errors; or
- are contrary to a dispute between parties or borrowers.

### 32. DEFINITIONS (FOR GENERAL CONDITIONS AND SPECIFIC CONDITIONS)

In this booklet, unless the context requires otherwise:

- **'accrued interest'** means interest which we are entitled to charge, but that has not yet been debited to your account.
- **'annual percentage rate'** means the interest rate(s) applicable to your loan or facility, as set out in your Letter of Offer (but subject to change as described in your agreement).
- **'ANZ Business Day'** or **'business day'** means a day that is not a Saturday, a Sunday or an Australian national public holiday.
- **'ANZ Mobile Banking'** means the ANZ App or any ANZ mobile banking application that succeeds or replaces that application.
- **'date of advance'** means the date on which any part of your loan is first advanced.
- **'date of disclosure'** means the date of disclosure specified in your Letter of Offer.
- **'Electronic Address'** includes your email address or mobile telephone number as shown in our records, or a notification or message sent in ANZ Internet Banking or ANZ Mobile Banking.
- **'event of default'** is an event identified as such in clause 14 of the General Conditions or clause 5 of Specific Conditions (A).
- **'facility', 'Home Equity Facility'** or **'continuing credit facility'** means an ANZ Home Equity Loan or an ANZ Equity Manager facility.
- **'guarantor'** means a person (other than you) who has given, gives or is to give a Security Interest for the purpose of securing your loan or facility, or has otherwise provided a guarantee or indemnity to us in connection with your loan or facility, and includes that person's executors, administrators, successors and transferees.
- **'Home Loan'** includes a residential land loan, a residential investment loan and a residential investment land loan (but excludes an ANZ Home Equity Loan).
- **'Informal Overdraft'** means an amount advanced, or treated as being advanced, to you under, or that is otherwise debited to your ANZ Equity Manager account pursuant to, the Informal Overdraft facility.

- **'Informal Overdraft facility'** means the informal short-term credit facility we provide to you when a debit to your ANZ Equity Manager account would mean your account is overdrawn in excess of the available credit under your ANZ Equity Manager facility, and you and the debit satisfy our criteria for the informal short-term credit facility or we otherwise allow the debit to be processed to your account.
- **'Letter of Offer'** means the letter we have sent to you offering a particular loan or facility.
- **'loan'** means a Home Loan, Personal Loan, ANZ Home Equity Loan or any other loan the Letter of Offer for which indicates is subject to this booklet.
- **'lending for personal use or investment in residential property, regulated by the National Credit Code'** means credit provided to you by us wholly or predominantly: for personal, domestic or household purposes; to purchase, renovate or improve residential property for investment purposes; or to refinance credit that has been provided wholly or predominantly to purchase, renovate or improve residential property for investment purposes, which in each case is regulated by the National Credit Code.
- **'New Payments Platform'** means the new payments platform operated by NPP Australia Limited.
- **'PPSA'** means the Personal Property Securities Act 2009 (Clth).
- **'reference rate'** means the ANZ Reference Rate(s) applicable to your loan or facility, as detailed in your Letter of Offer (but subject to change as described in your agreement) and which include the following rates:
  - ANZ Home Loan Index;
  - ANZ Home Loan Interest Only Index;
  - ANZ Simplicity PLUS Home Loan Rate;
  - ANZ Simplicity PLUS Home Loan Interest Only Rate;
  - ANZ Simplicity PLUS Residential Investment Property Loan (RIPL) Rate;
  - ANZ Simplicity PLUS Residential Investment Property Loan (RIPL) Interest Only Rate;
  - ANZ Money Saver Home Loan Rate;
  - ANZ Money Saver Investment Loan Rate;
  - ANZ 1-5, 7 or 10 Year Fixed Home Loan Rates;
  - ANZ 1-5, 7 or 10 Year Fixed Home Loan Interest Only Rates;
  - ANZ Residential Investment Property Loan Index Rate;
  - ANZ Residential Investment Property Loan (RIPL) Interest Only Index Rate;
  - ANZ Fixed Rate Residential Investment Property Loan Rates 1-5, 7 or 10 Years;
  - ANZ Fixed Rate Residential Investment Property Loan (RIPL) Interest Only Rates 1-5, 7 or 10 Years;
  - ANZ Residential Investment Property Loan Interest In Advance Rates 1-5, 7 or 10 Years;
  - ANZ Equity Manager Rate;
  - ANZ Home Equity Loan Rate;

- ANZ Retail Index Rate; and
- ANZ Personal Lending Index Rate.
- **'Security Interest'** means any:
  - (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust or title retention or flawed deposit arrangement and includes a security interest under the PPSA; or
  - (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
  - (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
  - (d) third party right or interest, or any right arising as a consequence of the enforcement of a judgment,  
or any agreement to create any of them or allow them to exist.
- **'you'** includes, if a facility or loan is in the name of more than one person, each of those persons individually and any two or more of them together.



## **SPECIFIC CONDITIONS (A)**

Clauses 1-10 of these Specific Conditions (A) relate to the following loan types:

- Home Loans (including residential land loans, residential investment loans and residential investment land loans); and
- Personal Loans.

Those clauses do not relate to Home Equity Loans.

Clauses 11-14 of these Specific Conditions (A) are additional clauses which relate to the above loan types only if they will be used for construction purposes.

Clauses 15-17 of these Specific Conditions (A) are additional clauses which relate to the above loan types only when they have a fixed rate.

### **1. DATE OF ADVANCE (FULL SUM ADVANCE LOANS)**

Except in the case of a progressively drawn loan for construction purposes, you must draw down the full amount of the loan within six months after the date of your Letter of Offer in the case of a Home Loan, and within 85 days after the date of your Letter of Offer in the case of a Personal Loan, unless otherwise agreed by us in writing. If the date of advance does not occur within this time period (or within any agreed extension of it), we will not be obliged to advance the loan and may terminate your agreement.

### **2. LOAN PURPOSE**

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

### **3. LOAN DISBURSEMENT**

A drawing under a loan will be paid to you, or as you direct (provided the direction is in a form acceptable to us), by way of bank cheque or electronic transfer to another ANZ account (or, if we consent, an account with another financial institution). If you want us to pay money elsewhere, you must advise us to whom and in what amounts the proceeds are to be paid.

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

### **4. DRAWDOWN CONFIRMATION**

Except as otherwise agreed with us, the annual percentage rate which initially applies to your loan will be determined at the date of advance and confirmed in writing afterwards.

## 5. SPECIFIC OBLIGATIONS

When you accept your Letter of Offer, you will be agreeing (in addition to any other repayment obligations provided for in your agreement (including in your Letter of Offer)) to repay to us by the end of your loan term, all principal, interest and any other amounts which are or become due under your agreement.

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

### **Occupancy of your home**

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

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

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

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

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

For the above purposes, your 'principal place of residence' excludes a holiday or vacation home and a part-time residence that is not your principal place of residence. Unless your loan purpose is described in your Letter of Offer as being for investment purposes, it will be treated as relating to a home to be used as your principal place of residence.

If one of the above events occurs and, in our reasonable opinion, it causes a material adverse change in your financial situation likely to affect your ability to meet your obligations under your loan or facility or any Security Interest provided to us in connection with it, we may treat the occurrence of that event as an event of default.

## 6. CHANGES TO REPAYMENTS OF PRINCIPAL AND INTEREST

### **Changes to repayment amounts before drawdown**

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

If there is any change to the reference rate prior to drawdown, we may recalculate your repayments and the recalculated repayments may be different to the amount detailed in your Letter of Offer. For lending for personal use or investment in residential property, regulated by the National Credit Code, or lending for personal investment purposes (other than investment in residential property), following your acceptance of your Letter of Offer we will give not less than 30 days written notice of your new repayment amounts.

For lending for any other purpose, we will give notice of any change to your repayments no later than the day the change takes effect.

### **Variable interest rate loans**

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

After any increase in the interest rate applicable to your loan, we can increase your repayments so they are sufficient to pay out the amount of principal of your loan that you have committed to repay within the agreed term, within that term. We will not automatically do this every time an interest rate change occurs.

For lending for personal use or investment in residential property, regulated by the National Credit Code, or lending for personal investment purposes (other than investment in residential property), we will give not less than 30 days written notice of any repayment change made by us. For lending for any other purpose, we will give notice of any change to your repayments no later than the day the change takes effect. If you wish to change the amount of your repayments, please contact us.

## **7. EARLY PAYMENTS AND REPAYING YOUR LOAN EARLY DURING A VARIABLE INTEREST RATE PERIOD**

If you make early payments during a variable interest rate period, we may utilise any advance amount to cover all or part of any future missed scheduled repayment.

If your loan has a variable interest rate and you decide to repay your loan early, you may contact us to request the amount required to repay your loan on that day. The amount required to repay your loan is accurate for the day that it is provided by us, and may vary depending on when you repay your loan. If you repay your loan early, you may incur fees as set out in your Letter of Offer (as varied from time to time).

## **8. ANZ REDRAW**

### **What is ANZ Redraw?**

If ANZ Redraw applies to your loan you may be able to redraw early or additional repayments. The amount available for redraw is generally the total of all the payments made minus all the payments required to have been made, minus amounts that have already been redrawn or are unavailable to be redrawn.

To find out the types of loans for which ANZ Redraw is available, or how to establish, amend or cancel access to ANZ Redraw, see [www.anz.com/redraw](http://www.anz.com/redraw) or call our Home Loan Servicing Team or ANZ Personal Loans on the numbers at the back of this booklet.

## Conditions

You may only use ANZ Redraw where the following conditions are satisfied:

- your loan must be fully drawn;
- your loan must not be paid out;
- the amount of your early or additional repayments, less any previous redraws, must total an amount advised by us from time to time. To find out the total amount, see [www.anz.com/redraw](http://www.anz.com/redraw) or call our Home Loan Servicing Team or ANZ Personal Loans;
- if your loan is guaranteed, the guarantors have consented in writing to ANZ Redraw (applicable to Letters of Offer issued prior to 9 February 2008); and
- there is no current event of default in relation to your loan.

The amount of any redraw must equal or exceed an amount advised by us from time to time. To find out the amount set by us, see [www.anz.com/redraw](http://www.anz.com/redraw) or call our Home Loan Servicing Team or ANZ Personal Loans.

Any redraws will be debited to your loan account and will form part of the outstanding balance on which debit interest will accrue. The amount which you redraw can only be cleared funds.

## When ANZ Redraw does not apply or is not available

The following amounts are not available for redraw:

- payments that you made during any fixed interest period where that fixed interest period commenced prior to 8 July 2013;
- payments that you made during any construction or progressively drawn down period;
- payments made prior to 24 November 1997; or
- payments made on a particular day, until after the end of that day (or, if that day is a non-business day, until after the end of the next business day).

In addition, payments that you made prior to the commencement of a fixed interest period are not available to be redrawn at any time after the commencement of the fixed rate period.

ANZ Redraw is not available for:

- ANZ Fixed Rate Personal Loans;
- Home Loans, during their fixed rate periods; or
- any other loans as determined by us from time to time.

## Joint and several liability for ANZ Redraw

When establishing your loan, you may elect whether redraws must be authorised by each borrower under your agreement (referred to as 'all to authorise'), or by any borrower (referred to as 'one to authorise').

Each borrower under your agreement is liable individually for each redraw (whether or not they are aware of, or authorised, the redraw), in addition to each of you being jointly liable with each other.

### **When we can not act or delay acting on a Redraw instruction**

We may not act on a redraw instruction, delay acting on a redraw instruction, or require that a redraw instruction be authorised by each borrower if we reasonably believe it is in your interests or it is reasonably necessary to protect ANZ's legitimate interests to do so. This could include where:

- we reasonably believe that it is required or appropriate to protect any person (including ANZ) from the risk of fraud, illegal activity, breach of law, or financial abuse;
- we reasonably suspect there is, or we've been notified of, a dispute between any two or more borrowers that may relate to the use of, or entitlement to, funds in your account;
- we reasonably believe the redraw is likely to present a material risk to us of a monetary default or materially increase our security related credit risk or you are in, or the redraw may put you in, financial difficulty.

When we do not act on a redraw instruction, delay acting on a redraw instruction, or require that a redraw instruction be authorised by each borrower, we will act fairly and reasonably towards you.

Where ANZ acts in accordance with this clause, ANZ is not liable for any loss or damage you suffer under this clause, except where such loss or damage arise from negligence, fraud or wilful misconduct by ANZ or its officers, employees, contractors or agents, or in respect of any consequential loss or damage.

This clause does not limit any other rights we have under these terms, including to change ANZ Redraw or in relation to authorities or acting on your instructions.

## **9. ANZ ONE OFFSET ACCOUNTS**

An ANZ One offset account is a type of transaction account that can be linked to your loan if certain eligibility criteria have been satisfied.

We do not pay interest on ANZ One offset accounts. However, an 'offset amount' will accrue for each day on which an offset arrangement applies and where, at the end of that day the account is in credit.

Accrued offset amounts will subsequently be applied to reduce the interest charge on your linked loan.

For full details of the terms and conditions that apply to ANZ One offset accounts, see the ANZ Saving & Transaction Products Terms and Conditions booklet, which is available at [www.anz.com](http://www.anz.com) or from any branch.

## 10. LATE PAYMENT FEE

A Late Payment Fee is payable in respect of a loan if the whole or any part of any payment due has been unpaid for:

- 5 days or more, in the case of a Personal Loan;
- 30 days or more for any other type of loan.

A further Late Payment Fee will be debited monthly (from the date of the previous Late Payment Fee) where the loan continues to be in arrears during the period up to the day on which the further Late Payment Fee is scheduled to be debited. Where the previous Late Payment Fee was debited on the last day of a calendar month, the further Late Payment Fee will be debited on the last day of the subsequent month.

However, in any case where a Late Payment Fee would otherwise be debited on a non-ANZ Business Day, it will instead be debited on the next ANZ Business Day.

If a Late Payment Fee is debited to your loan account, it will not be regarded as having been paid until it is offset by a credit from another account.

## LOANS FOR CONSTRUCTION PURPOSES

### 11. DATE OF FIRST ADVANCE (PROGRESSIVELY DRAWN LOANS)

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

### 12. SUBSEQUENT ADVANCES

Progressively drawn loans must be fully drawn down within the period specified in your Letter of Offer, unless otherwise agreed by us in writing.

Instalments will only be advanced if:

- your loan is not in arrears;
- the funds you are contributing towards the purchase and construction of the building have already been used to meet these costs;
- the relevant progress payment is due and payable under your building contract; and
- your request is accompanied by a completed Progress Payment Instruction form, showing disbursement details.

To obtain the final completion stage instalment, you must also provide with your request:

- a Progress Inspection Report confirming that construction of the building has been completed;

- a copy of the certificate of occupancy required in your State or Territory to occupy the building;
- a builder's invoice; and
- a copy of your Building Insurance Policy or Certificate of Currency.

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

### **13. RESTRICTION ON ADVANCES FOR CONSTRUCTION LOANS**

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

- a signed and enforceable fixed price contract for the construction of a residence entered into by you and a reputable licensed builder; and
- either Council Approved Plans or a Building Permit for the construction of that residence.

### **14. VALUATIONS AND SURVEYS**

We may require a valuation or survey of the property before any progress payment is made.

If a survey is required, you must make this available to us and pay any related costs.

If a valuation is required you may be charged:

- a time based valuation fee if the valuation is completed by an ANZ employee, or a fee equal to the cost of the valuation which we must pay for employing an external valuer (payable by you on the date it is invoiced to us); or
- a Valuation Administration Fee (as referred to in clauses 11 and 17 of the General Conditions).

## **LOANS DURING A FIXED INTEREST RATE PERIOD**

### **15. HOW INTEREST IS CALCULATED DURING THE FIXED INTEREST RATE PERIOD WHERE INTEREST IS CHARGED IN ADVANCE**

For each interest charge to be paid by you in advance in respect of a fixed interest rate period, we determine the number of days to be covered by that interest charge (the "interest cycle"), the expected outstanding loan balance at the end of each day of the

interest cycle, and the daily interest rate that is derived from dividing the applicable fixed annual percentage rate by 365. We then use this information to calculate the amount of the interest in advance charge to be paid by you in advance in respect of that interest cycle.

When making this calculation, we assume that:

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

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

The interest in advance charge for an interest cycle is debited to your loan account with effect from the commencement of that interest cycle, and must be immediately paid from another account nominated by you that is acceptable to us.

During each interest cycle, we will calculate the interest charge applicable to your loan account on a daily basis, based on the outstanding loan balance at the end of each day in the interest cycle and the daily interest rate that is determined by dividing the applicable fixed annual percentage rate by 365. If the aggregate of these daily interest charges for the interest cycle is less than the amount of the interest in advance charge that was debited to your loan account at the commencement of the interest cycle, we will refund the difference to you. If the aggregate of these daily interest charges for the interest cycle is greater than the amount of the interest in advance charge that was debited to your loan account at the commencement of the interest cycle, the amount of the difference will be debited to your loan account on (or with effect from) the first day following the end of the relevant interest cycle, and must be immediately paid from another account nominated by you that is acceptable to us.

Where an interest in advance charge or interest debit is scheduled to be made on the 29th, 30th or 31st of a month which does not contain such a date, it will, subject to the paragraph below, be debited on the last day of that month.

Where an interest in advance charge or interest debit is scheduled to be made on a non-business day, the debit will instead be made to your account on the next business day, but with effect from the scheduled date.

To the extent that there is any inconsistency between this clause 15 and clause 6 of the General Conditions, this clause will prevail during a fixed rate period.



## 16. REPAYING YOUR LOAN EARLY OR MAKING OTHER CHANGES TO YOUR LOAN DURING A FIXED INTEREST RATE PERIOD

**Warning:** *Early repayment costs can be very large. Before making an early repayment or requesting a change to a fixed interest rate, or other terms of your loan, during a fixed interest rate period, you should ask us to give you an estimate of the likely cost. The amount of any actual early repayment cost that becomes payable by you will be determined as at the day that the early repayment event occurs.*

(In this clause, and in the following clause 17, there are terms used that have been given defined meanings. Those terms are in **bold type** and are usually explained at the end of clause 17.)

If you make an early payment during a fixed rate period:

- an early repayment event will have occurred; and
- we may utilise any advance amount available on your loan account to cover all or part of any future missed scheduled repayment.

### **When an early repayment event occurs**

If, during a fixed interest rate period:

- you make an early repayment of any part of the unpaid balance of your loan account (or you are required to make such a payment following an Event of Default);
- at your request, we change the current fixed interest rate to a new fixed interest rate, or to a variable interest rate;
- at your request, we change the term of the current fixed interest rate period of your loan; or
- at your request, we change certain other terms of your loan,

an “**early repayment event**” will have occurred and you may be liable to pay an early repayment cost to us.

### **Early repayment cost**

If an early repayment event occurs, such as an early repayment by you, we may incur additional costs or losses. These costs or losses arise due to changes between the cost of funds when you started the fixed interest rate period of your loan and the cost of funds at the time of an early repayment event. Generally if the cost of funds are lower at the time of an early repayment event, we incur a cost or loss.

The early repayment cost is intended to reflect a reasonable estimate of this additional cost or loss. Although the early repayment event which occurs under your agreement is used in the calculations, the early repayment cost may not necessarily represent the actual cost or loss that is in fact incurred by us in relation to your particular loan. This is because we manage our risk associated with fixed loans as a portfolio and not individually.

### **When we will make an early repayment cost calculation**

Where an **early repayment event** has occurred, we will calculate the amount of any early repayment cost that is payable by you, unless:

- the amount of your **early repayment** (if any); or
- in the case of us changing the current fixed interest rate, the term of the current fixed interest rate period, or certain other terms, of your loan at your request, the unpaid balance of your loan account at the time of the **early repayment event**,

is less than the combined value of your **available tolerance amount** and **your next scheduled repayment amount** (if any), each as calculated immediately prior to the **early repayment event**.

### **Your liability for early repayment costs**

You will be liable to pay us the amount of any early repayment cost that is calculated by us to be payable by you in respect of an **early repayment event**. In calculating the amount of any early repayment cost that is payable by you, we will use the calculation methodology described in clause 17.

### **Factors that may be relevant to the amount of any early repayment cost that is payable by you**

The amount of any early repayment cost that may become payable by you will vary according to a number of factors, including:

- the size of your **early repayment** (if any);
- the remaining term of the current fixed interest rate period of your loan;
- the amount of the unpaid loan balance of your loan account at the time of the **early repayment event**; and
- the differences between the **original market rate** at the start of the fixed interest rate period and the **market rates at the date of the relevant early repayment event**.

The calculation of the early repayment cost that may be payable by you will not take into account the balance of any offset account that is linked to your loan.

### **We may recalculate your repayments following an early repayment event**

When an **early repayment event** occurs, and where you are paying interest that has been calculated in advance, we may recalculate and change the amount of your future repayments to take account of the **early repayment event**.

## **17. THE METHOD USED TO CALCULATE ANY EARLY REPAYMENT COST PAYABLE BY YOU**

As an initial step in the calculation of any early repayment cost that is payable by you, we will calculate:

- the **total of present values of pre-event cash flows**; and

- the **total of present values of post-event cash flows**,

in the manner described below.

We will then use each of these totals when calculating the amount of any early repayment cost that is payable by you. We will do so in the manner described below.

### **Calculation of the total of present values of pre-event cash flows**

Our calculation of the **total of present values of pre-event cash flows** will be based on the following methodology.

- Step 1: Based on the **pre-event balance**, we will determine for the period commencing on the date of the **early repayment event** and concluding on the last day of the fixed interest rate period (both dates inclusive) (the "**calculation period**"):
- (i) the amount of each interest charge (calculated using the **contract rate**) that would have been debited in respect of your loan (each an "**expected cash flow**") and the days on which each of these **expected cash flows** would have been treated as debited;
  - (ii) the amount of each repayment that would have become payable by you during the **calculation period** (each an "**expected cash flow**") and the days on which each of these **expected cash flows** would have become payable by you;
  - (iii) the amount of each other fee or charge that would have become due under your agreement during the **calculation period** (each an "**expected cash flow**") and the days on which each of these **expected cash flows** would have become due; and
  - (iv) based on these **expected cash flows**, the expected unpaid balance of your loan account at the start of each **cash flow date** and at the end of the **calculation period**.
- Step 2: Using the **original market rate**, we will separately estimate the amount of interest (the "**market interest**") that would accrue in respect of successive periods during the **calculation period**.

The initial period will commence on the day immediately after the **early repayment event** and will conclude at the end of the first **cash flow date** that occurs after the date of the **early repayment event**. Each subsequent successive period will conclude at the end of a **cash flow date** or, in the case of the last successive period, at the end of the **calculation period**.

For each period for which such **market interest** is calculated, we will use the unpaid balance of your loan account that we expect to be outstanding at the start of the last day of the period (assuming that the **pre-event balance** was outstanding at the commencement of the **calculation period**).

Step 3: We will then calculate:

- (i) the net aggregate of the present values of the **expected cash flows** (excluding any interest charge for a loan other than a **principal and interest loan**, and any other fee or charge that we expect to be paid by you on the relevant **cash flow date** (for example, as a result of the fee or charge being redirected to another account));
- (ii) the total of the present value of the market interest for each period during the **calculation period**, calculated in accordance with Step 2; and
- (iii) the present value of the expected unpaid balance of your loan account at the end of the **calculation period**.

In determining the present value of these amounts, we will make the present value calculations using the **market rates at the date of the relevant early repayment event** as discount factors (in each case, discounting from the relevant **cash flow date** or the end of the **calculation period** (as applicable) to the date of the **early repayment event**).

Step 4: We will then calculate the total of all of the present values calculated under Step 3. The combined total of these present values will be the “**total of present values of pre-event cash flows**” for your loan.

### **Calculation of the total of present values of post-event cash flows**

To calculate the **total of present values of post-event cash flows** relevant to your loan, we will follow the same methodology that we use to calculate the **total of present values of pre-event cash flows**, except for the following differences:

- we will use the **post-event balance** (rather than the **pre-event balance**) when making the required calculations or assumptions; and
- for Step 4, the combined total of the calculated present values will be the “**total of present values of post-event cash flows**” for your loan.

### **Calculation of the amount of the early repayment cost**

Your early repayment cost, if any, will be the amount by which:

- the **total of present values of pre-event cash flows** for your loan, as calculated by us, exceeds
- the net aggregate of:
  - (a) the **total of present values of post-event cash flows** for your loan, as calculated by us; and
  - (b) the amount of:
    - (i) in the case of an **excess early repayment event** – the unpaid balance of your loan account immediately before the occurrence of the **early repayment event** less the **net interest in advance charge**;

(ii) in all other cases – the **early repayment or deemed early repayment** (as applicable),

less the combined total of the **available tolerance amount** and **your next scheduled repayment amount** (if any), calculating that total immediately prior to the **early repayment event**.

If you would like to see some examples of how we calculate **early repayment costs**, please contact us.

(We do not pay you an early repayment benefit where this calculation does not result in an early repayment cost that is payable by you.)

### **Definitions**

In this clause and preceding clause 16, the following terms have the following meanings.

**available tolerance amount** means that part of the then current **tolerance amount** that exceeds the total of the **early repayments** that have already been made since that **tolerance amount** was set by us.

**cash flow date** is a day identified in any one of the first three sub-clauses of Step 1, as applicable to your loan.

**contract rate** means the fixed interest rate under which interest accrues under your loan during the current fixed interest rate period.

**deemed early repayment** means, where we change the current fixed interest rate to a new fixed interest rate or to a variable interest rate at your request, or change the term of the current fixed interest rate period at your request, or change certain other terms of your loan at your request, the unpaid balance of your loan account immediately prior to that **early repayment event**.

**early repayment** means early repayment of the whole, or some, of the unpaid balance of your loan account, before the end of the then current fixed interest rate period.

**early repayment event** has the meaning given in clause 16.

**excess early repayment event** means an **early repayment event** that occurs during the interest cycle for an interest in advance charge that has been paid by you in respect of your loan in accordance with clause 15, where the amount of the **early repayment** or **deemed early repayment** exceeds the amount that is equal to the unpaid balance of your loan account immediately before the occurrence of the **early repayment event** less the **net interest in advance charge**.

**market rates at the date of the relevant early repayment event** means each interest rate that, at the time of the **early repayment event**, is current and has been set by us and which, in our reasonable view, best reflects the applicable external wholesale market interest rate for each relevant period over which we are required to calculate the present value of an amount in Step 3 above.

**net interest in advance charge** means the amount of an interest in advance charge that has been paid by you in respect of your loan in accordance with clause 15 less the daily interest charges calculated for the relevant interest cycle up to the occurrence of the **early repayment event** (or, if the result of that calculation is a negative number, zero).

**original market rate** means a wholesale market interest rate that, at the time of the commencement of the current fixed interest rate period, was set by us and which we reasonably determined (at that time) was sufficiently reflective of the applicable external wholesale market rate that would be (or could have been) applicable in respect of the term of the then commencing fixed interest rate period under your loan.

**pre-event balance** means the unpaid balance of your loan account immediately prior to the occurrence of the **early repayment event**, less the combined total of your **available tolerance amount** and your **next scheduled repayment amount** (if any), each as measured immediately prior to the **early repayment event**.

**post-event balance** means:

- (a) in the case of an **excess early repayment event** – the **net interest in advance charge**; and
- (b) in all other cases – the unpaid balance of your loan account immediately after the occurrence of the **early repayment**, or an assumed balance of zero where we change the current fixed interest rate to a new fixed interest rate or to a variable interest rate at your request, or change the term of the current fixed interest rate period at your request, or change certain other terms of your loan at your request.

**principal and interest loan** means a loan under which you are required, during the fixed rate interest period, to make regular payments of an agreed amount to cover accrued interest charges and a principal repayment.

**principal reducing loan** means a loan under which you are required, during the fixed rate interest period, to make:

- (a) regular principal repayments of an agreed amount; and
- (b) regular payments to cover interest charges that have accrued during the fixed rate interest period.

**tolerance amount** means the amount allowed to you by us as a tolerance at the commencement of your current fixed interest rate period, and on each anniversary of that date while that fixed interest rate period continues. The **tolerance amount** is generally the lesser of \$5,000.00 and of 5% of the loan balance at the start of the then current fixed interest rate period, except where the fixed interest rate period is for less than a year (in which case the **tolerance amount** is reduced proportionally). However, if the unpaid balance of your loan account at the time the **tolerance amount** is set by us is less than this amount, the **tolerance amount** will be equal to that unpaid balance. The **tolerance amount** is reset on the first business day after each anniversary of the

commencement of your current fixed interest rate period, and any **available tolerance amount** from the preceding period of 12 months is cancelled and is not carried forward.

**your next scheduled repayment amount** means:

- (a) where you are required to make regular principal and interest repayments under a **principal and interest loan**, the amount of your next scheduled repayment (together with any outstanding arrears for a previous scheduled repayment) less the **early repayments** (if any) made since the last scheduled repayment became due; and
- (b) where you are required to make regular principal and interest payments under a **principal reducing loan** the amount of your next scheduled principal repayment (together with any outstanding arrears for a previous scheduled principal repayment) less the **early repayments** (if any) made since the last scheduled repayment became due,

(in each case as calculated on the date of the **early repayment event** and immediately prior to the occurrence of that **early repayment event**), and, in every other case, zero.

## SPECIFIC CONDITIONS (B)

Clauses 1-9 of these Specific Conditions (B) relate only to ANZ Equity Manager facilities and ANZ Home Equity Loans. (ANZ Equity Manager facilities and ANZ Home Equity Loans are no longer offered.)

### 1. ANZ EQUITY MANAGER FACILITY

An ANZ Equity Manager facility is a credit facility that operates in respect of an ANZ Equity Manager account. During the term of the facility, we will allow you to overdraw your ANZ Equity Manager account up to your credit limit (and may allow you to overdraw your account beyond your credit limit under the Informal Overdraft facility referred to below).

If your ANZ Equity Manager facility has a specified term and that term expires, or you or we terminate your ANZ Equity Manager facility in accordance with your agreement, your ANZ Equity Manager account will continue to operate. However, that account will operate as a transaction account, and you will not be able to overdraw the account other than under the Informal Overdraft facility.

Details of the manner in which you can transact on an ANZ Equity Manager account and the fees associated with doing so are contained in the ANZ Saving & Transaction Products Terms and Conditions booklet and the ANZ Personal Banking Account Fees and Charges booklet.

### 2. TERM

Your facility starts on the date that we receive your acceptance of your Letter of Offer and all requirements as set out in the Letter of Offer are completed to our satisfaction.

If we agree, the term of the facility will start from a later date nominated by you.

You can terminate your facility at any time by repaying all amounts outstanding under the facility (including, in the case of an ANZ Equity Manager facility, a pro rata proportion of your annual Credit Facility Fee) and notifying us of your intention to terminate the facility.

### **Review by ANZ**

We may review your facility at any time to satisfy ourselves that amounts outstanding under the facility will be repaid as required and that all of the terms and conditions in respect of the facility and any Security Interest provided to us in connection with the facility are being met. If we review your facility, you must provide any information that we reasonably request about your financial affairs. If, acting reasonably, we consider it necessary, we may also obtain a new valuation of any property over which a Security Interest has been given to us at any time from an external valuer at your cost.

### **Cancelling or reducing the credit limit**

We may reduce or cancel the credit limit in respect of your facility by giving 30 days' notice in writing if we reasonably consider that it is in our legitimate interests to do so.

If, following the notice period, your credit limit is reduced then you must immediately (or within a period that we otherwise agree) repay enough money to ensure that the amount outstanding under your facility does not exceed the reduced credit limit, and must still meet all of your obligations under your agreement in respect of any credit that continues to be made available under your facility.

If, following the notice period, your credit limit is cancelled, you must immediately (or within a period that we otherwise agree) repay all amounts outstanding under your facility (including, in the case of an ANZ Equity Manager facility, a pro rata proportion of your annual Credit Facility Fee). No further credit is available under the facility after we cancel your credit limit.

Despite any other provision of your agreement, we can terminate your facility immediately if no Security Interest has been provided to us in connection with the facility or if all existing Security Interests have been discharged or released.

If your facility is terminated, you must immediately (or within a period that we otherwise agree) repay all amounts outstanding under your facility (including, in the case of an ANZ Equity Manager facility, a pro rata proportion of your annual Credit Facility Fee).

We reserve the right to block transactions on your Equity Manager account if there is an event of default under your agreement.

## **3. EXCEEDING YOUR CREDIT LIMIT (ANZ EQUITY MANAGER FACILITY)**

The Informal Overdraft facility is a service provided by us to give customers who have an ANZ Equity Manager account with a credit limit (ie in respect of which an ANZ Equity



Manager facility applies) a convenient way to meet unplanned, short-term borrowing needs.

This section only applies to an ANZ Equity Manager account with a credit limit. A separate Informal Overdraft facility may be available in respect of an ANZ Equity Manager account without a credit limit. Refer to the ANZ Saving & Transaction Products Terms and Conditions booklet for further details.

If a debit would mean your ANZ Equity Manager account is overdrawn in excess of your credit limit, and both the debit and the account holder satisfy our criteria for the Informal Overdraft facility, we will allow the debit to be processed using the Informal Overdraft facility.

For the purposes of determining when a debit will be processed using the Informal Overdraft facility, and therefore the overdrawn balance of your account that is referable to the Informal Overdraft facility, the following applies. Any debit to your account (including any withdrawal, transfer or payment from that account) will initially be applied against any positive (credit) balance of your account. To the extent that your account does not have any positive (credit) balance, the debit will be applied firstly against your ANZ Equity Manager facility and secondly against any Informal Overdraft facility available in respect of your account, to the extent in each case that there is any available credit under the relevant facility.

### **Debit interest charged**

Debit interest will accrue daily on that part of the overdrawn balance of your account that is referable to your Informal Overdraft facility as at the end of the day at the applicable daily interest rate.

The daily interest rate applicable to your Informal Overdraft facility will be the interest rate applicable to the overdrawn balance within the formal credit limit plus a margin (refer to the 'ANZ Personal Banking Account Fees and Charges' booklet for details), divided by 365.

Accrued debit interest will be debited to your account monthly from the date on which your account was opened or with such other frequency as set out in your Letter of Offer or subsequently agreed by you or determined by us in accordance with your agreement. Any accrued interest for a period that is not debited to your account on the relevant debit date may be debited to your account subsequently. Interest for a relevant period that is not included in the interest charge for that period or which accrues on and from the date on which the interest is payable may be carried forward to a subsequent date on which interest is payable.

Where an interest debit is scheduled to be debited on the 29th, 30th or 31st of a month which does not contain such a date, it will, subject to the paragraph below, be debited on the last day of that month.

Where an interest debit is scheduled to be made on a non-business day, the debit will generally be made on the preceding business day. The debit will exclude debit interest

accruing in respect of that preceding business day or any subsequent day. However, where that preceding business day is not in the same calendar month as the scheduled date, the interest debit will instead be made to your account on the next business day. The debit will relate to interest accrued up to, but not including or following, the scheduled date. The debit will be made with effect from the scheduled date.

### **Repayment**

Where you have obtained an Informal Overdraft, you must repay in full that part of the overdrawn balance of your account that is referable to your Informal Overdraft facility (including as a result of any subsequent Informal Overdrafts) by the day that is 30 days after the day on which the Informal Overdraft was debited or treated as being advanced to your account, or earlier upon demand by us. The overdrawn amount may include interest debited to your account during the relevant period in relation to any relevant Informal Overdraft.

### **General**

If you want to avoid using the Informal Overdraft facility, you should ask us about:

- other products which might better suit your needs; or
- other ways in which you can monitor the balance of your account.

You should tell us as soon as possible if you are in financial difficulty.

## **4. DRAWING FUNDS AND EXCEEDING YOUR CREDIT LIMIT (ANZ HOME EQUITY LOAN)**

You may draw down funds from your Home Equity Loan in any manner allowed by us.

You must not undertake a transaction that would result in the outstanding balance of your ANZ Home Equity Loan account exceeding your credit limit. However, if you do so, we may honour the transaction at our discretion.

If we choose to do so, this does not mean that there has been an increase in your credit limit. The amount of the relevant transaction and any related fees or charges will form part of the outstanding balance of your account on which debit interest accrues.

## **5. HOW INTEREST IS CALCULATED AND DEBITED (ANZ EQUITY MANAGER FACILITY)**

Debit interest will accrue daily on the outstanding balance of your ANZ Equity Manager account within your credit limit as at the end of the day at the applicable daily interest rate.

The rate applied on a particular day will be the annual percentage rate applicable to your account for that day, divided by 365.

Accrued debit interest will be debited to your account monthly from the date on which your account was opened, or with such other frequency as set out in your Letter of Offer or subsequently agreed by you or determined by us in accordance with your agreement.

The interest that is debited to your account on a particular day will not generally include the debit interest accrued in respect of that day. Interest for a relevant period that is not included in the interest charge for that period or which accrues on and from the date on which the interest is payable may be carried forward to a subsequent date on which interest is payable.

Where an interest debit is scheduled to be debited on the 29th, 30th or 31st of a month which does not contain such a date, it will, subject to the paragraph below, be debited on the last day of that month.

Where an interest debit is scheduled to be made on a non-business day, the debit will generally be made on the preceding business day. The debit will exclude debit interest accruing in respect of that preceding business day or any subsequent day. However, where that preceding business day is not in the same calendar month as the scheduled date, the interest debit will instead be made to your account on the next business day. The debit will relate to interest accrued up to, but not including or following, the scheduled date. The debit will be made with effect from the scheduled date.

## **6. HOW INTEREST IS CALCULATED AND DEBITED (ANZ HOME EQUITY LOAN)**

Interest will accrue and be debited to your Home Equity Loan account in the manner set out in clause 6 of the General Conditions.

## **7. REPAYMENTS/DEPOSITS (ANZ EQUITY MANAGER FACILITY)**

All amounts outstanding under your facility are repayable upon the expiry of the term of the facility or within 30 days after demand by ANZ.

The ANZ Saving & Transaction Products Terms and Conditions booklet sets out the manner in which you may make deposits (where your ANZ Equity Manager account is in debit, effectively a repayment) to your Equity Manager account.

You can make repayments of any amount at any time without incurring any early repayment fees or charges.

## **8. REPAYMENTS (ANZ HOME EQUITY LOAN)**

You may make repayments in respect of your Home Equity Loan account in the manner set out in clause 7 of the General Conditions.

You can make repayments of any amount at any time without incurring any early repayment fees or charges.

## **9. CREDIT FACILITY FEE (ANZ EQUITY MANAGER FACILITY)**

A Credit Facility Fee is payable in arrears, every year from the date on which your ANZ Equity Manager account was opened.

Where a Credit Facility Fee is scheduled to be debited on the 29th, 30th or 31st of a month which does not contain such a date, it will, subject to the comments below, be debited on the last day of that month.

Where a Credit Facility Fee is scheduled to be debited on a non-Business Day, it will generally be debited on the preceding Business Day. However, where that preceding Business Day is not in the same calendar month as the scheduled date, the amount will instead be debited to your account on the first Business Day after the scheduled date, but with effect from the date on which it was scheduled to be debited.

The Credit Facility Fee that is debited to your account on a particular day will not generally include the amount calculated in respect of that day or (if earlier) the effective date of the debit, or in either case any following day. That amount will instead form part of the Credit Facility Fee debited to your account for the subsequent period.

## ELECTRONIC BANKING CONDITIONS OF USE

ANZ warrants that it will comply with the requirements of the ePayments Code.

This section applies to payment, funds transfer and cash withdrawal transactions that are:

- (a) initiated using electronic equipment; and
- (b) not intended to be authenticated by comparing a manual signature with a specimen signature.

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

**'ANZ Mobile Banking'** means the ANZ App or any ANZ mobile banking application that succeeds or replaces that application.

**'Authorised Deposit-taking Institution'** has the meaning given to that term in the Banking Act 1959 (Cth).

**'BPAY® Payment'** means a payment made via the BPAY® Payments service provided by BPAY Pty Ltd.

**'business day'** means a day that is not a Saturday, a Sunday or an Australian national public holiday.

**'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.

**'Misdirected Payment'** means a payment made by a user using a PayID where funds are paid into the account of an unintended recipient because the PayID wasn't correctly created or maintained by the recipient's financial institution.

**'Mistaken Internet Payment'** means a payment made by a user through Pay Anyone where:

- if the payment is not processed through the New Payments Platform, 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; or
- if the payment is processed through the New Payments Platform (including Osko®), a payment initiated by a user where the payment is directed to the wrong account as a result of the user's error or the user being advised of the wrong BSB number, account number or PayID.

This does not include:

- BPAY® Payments;
- PayTo Payments; or
- Situations where the user transfers funds to the recipient as a result of a scam.

**'New Payments Platform'** or **'NPP'** means the new payments platform operated by NPPA.

**'NPPA'** means NPP Australia Limited.

**'Osko®'** means the Osko® payment service provided by BPAY Pty Ltd using the New Payments Platform.

**'PayID®'** means the identifier selected by you (with our approval) to allow others to send NPP payments to you and/or take NPP payments from you instead of using a BSB and account number.

**'PayTo®'** means the service which enables us to process NPP payments from your account in accordance with and on the terms set out in a PayTo Payment Agreement.

**'PIN'** means Personal Identification Number.

**'Receiving Bank'** means an Authorised Deposit taking Institution which has subscribed to the ePayments Code or which receives payments processed through the New Payments Platform (including Osko®) and whose customer has received an internet payment.

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

**'Security Requirement'** has the meaning given to that term in this section.

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

**'Unintended recipient'** means the recipient of funds as a result of a Mistaken Internet Payment or Misdirected Payment.

**'User'** means you or an individual who is authorised to use an account.

**'you'** means the holder of a relevant account and, unless the context indicates otherwise, any authorised user in respect of that account.

## TRANSACTION LIMITS

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).

ANZ may change any transaction limit or impose new transaction limits by giving you notice. You can find out current transaction limits for your accounts by phoning ANZ on 13 13 14.

## HOW YOU CAN USE ANZ INTERNET BANKING

You can use ANZ Internet Banking to make transactions on your linked accounts, as set out in your relevant account terms and conditions. You can also use ANZ Internet Banking to purchase and order a range of financial services and products. You can get more details by visiting the website at [www.anz.com](http://www.anz.com)

## FEES AND CHARGES FOR ANZ MOBILE BANKING

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

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

## ACCESS TO AND USE OF PAY ANYONE AND INTERNATIONAL SERVICES

### (a) Obtaining Pay Anyone

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

If you require your password for Pay Anyone for ANZ Internet Banking to be reset or reissued ANZ may reduce your current daily Pay Anyone limit for ANZ Internet Banking. You will need to re-apply if you wish to reinstate that limit. Please allow sufficient time

for the change to be made before you attempt to use the higher daily transfer limit. You can apply to increase or decrease your daily transfer limit for ANZ Internet Banking through ANZ Internet Banking.

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

You can apply for International Services after you have been granted Pay Anyone access. International Services are not available through ANZ Mobile Banking. The total of all Pay Anyone and International Services transfers (converted into Australian Dollars) on any day cannot exceed your Pay Anyone daily transaction limit.

## **ACCESS LEVELS FOR ANZ PHONE BANKING, ANZ INTERNET BANKING AND ANZ MOBILE BANKING**

Access levels:

- **'All transactions'** – access every function within ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Banking for the account;
- **'Transaction History Details only and BPAY® Payments'** – includes BPAY® Payments, account balance information and transaction history details but excludes transfers between accounts, increasing a credit card limit, redrawing on a home loan, direct loan payments, BPAY® View™, ANZ Online Investing and ANZ Online Reporting;
- **'Deposit and Transaction History Details only'** – includes transaction history details and account balance information but excludes withdrawals from accounts, increasing credit card limit, redrawing on a home loan, direct loan payments, BPAY® View™, ANZ Online Reporting, ANZ Online Investing and BPAY® Payments;
- **Deposit only** – excludes withdrawals from accounts, BPAY® Payments, increasing credit card limit, redrawing on a home loan, direct loan payments, BPAY® View™, ANZ Online Reporting, ANZ Online Investing, account balance information and transaction history details;
- **Transaction History Details only** – includes enquiries on past transactions about the account but excludes all transactions on the account, transfers between accounts, increasing credit card limit, redrawing on a home loan, direct loan payments, BPAY® View™, ANZ Online Reporting, ANZ Online Investing and BPAY® Payments.

Account holders aged 12 to 15 years, adults who have a joint account with account holders aged 12 to 15 years, and account signatories (no agents can be appointed) to accounts held by customers aged 12 to 15 years may only have restricted access levels for ANZ Phone Banking and ANZ Internet Banking. Only the account holder or account signatories can select an access level. The account holder or account signatories may authorise another person (an 'authorised user') to operate the account and that person may have a different access level to the account holder.

The account holder is responsible for the operation of the account by the authorised user within that user's level of access.

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

Authorised users, regardless of their level of access, cannot access ANZ Pay Anyone, ANZ Online Investing, International Services, increase a credit card limit, redraw on a home loan, or use Securemail to change any of the account holder's account or other personal details. However, all authorised users can use ANZ Internet Banking to change their own profile, access their own Securemail and select and change their own password and ANZ Mobile Banking to change their own password.

If you are an ANZ credit card account holder and nominate access to this account via ANZ Internet Banking, each additional card holder will be an authorised user.

## **PROCESSING INSTRUCTIONS - GENERAL**

The account holder authorises ANZ to act on the instructions any authorised user enters 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 this section.

ANZ may delay acting on or may ask you for further information before acting on an instruction.

ANZ is not obliged to process a future dated or recurring transfer or Pay Anyone to a PayID that has changed since ANZ received your instructions. You must monitor your recurring and future transfers and Pay Anyone instructions and update the payee details if required.

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 in this booklet.

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

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

ANZ may notify you of any electronic transactions (instructions for which are received through ANZ Mobile Banking) it is unable to process.



You accept that:

- not all electronic equipment from which cash can be withdrawn will always contain cash;
- any cash dispensed at electronic equipment is at your risk once it becomes visible or available for you to collect;
- not all electronic equipment will allow you to make deposits;
- future dated transfers are not available through ANZ Mobile Banking.

An immediate transfer, Pay Anyone or BPAY® Payment cannot be revoked or stopped once ANZ receives your instruction. You should ensure that all information you provide in relation to the payment is correct. Future dated transfer, Pay Anyone or BPAY® Payment instructions can only be revoked or changed by you if instructions to delete the transaction are given to ANZ through ANZ Internet Banking before midnight Sydney time on the business day before the transaction is scheduled to occur. After this time, the instruction cannot be revoked by you.

## **PROCESSING INSTRUCTIONS - CUT-OFF TIMES**

Refer to your relevant account terms and conditions for details regarding when transactions made using ANZ Phone Banking, ANZ Internet Banking, ANZ Mobile Banking, Pay Anyone and International Services, and BPAY® Payments, will be applied to your account and processed as a payment to the payee.

## **PROCESSING INSTRUCTIONS - PAY ANYONE AND INTERNATIONAL SERVICES**

Pay Anyone instructions will generally be delivered to the payee's financial institution on the day that ANZ processes them except where:

- you tell ANZ to make a Pay Anyone payment after ANZ's cut-off time (other than in the case of a Pay Anyone payment processed through the New Payments Platform); or
- ANZ is not obliged to process your instructions; or
- there is a technical failure; or
- there is a technical or payment infrastructure-related delay that is outside of our control; or
- there is a delay or error in accepting the instructions caused by the financial institution to which the transfer is to be made; or
- the instructions are for a transfer by way of an international draft or telegraphic draft.

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

- ANZ will send the draft by post to the delivery address notified by you;

- You acknowledge that it is your responsibility to forward the draft to the intended recipient.

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

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

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.

## PROCESSING INSTRUCTIONS - BPAY® PAYMENTS

ANZ is a member of the BPAY® Scheme. This is an electronic payments scheme through which ANZ can be asked to make BPAY® Payments on your behalf to billers. ANZ will tell you if it ceases to offer BPAY® Payments or be a member of the BPAY® Scheme. For the purposes of the BPAY® Scheme, ANZ may also be a biller. This section applies only to BPAY® Payments and does not apply to payments processed using Osko®, which is another service provided by BPAY®.

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 Conditions of Use).

To make a BPAY® Payment the following information must be given to ANZ:

- your CRN and password or Telecode;
- the biller code from the bill;
- your customer reference number (e.g. your account number) with that biller;
- the amount you want to pay;
- the account from which you want the payment to be made; and
- for future dated payments, the date on which you want the payment to be made.

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® Payment instruction if it is not made in accordance with these Conditions of Use or if the information given is incomplete and/or inaccurate.

ANZ may reject a payment direction if the relevant biller no longer offers BPAY® payment facilities.

Limits apply to your use of BPAY® Payments on both a per transaction and daily limit (per CRN) basis.

Separate daily limits apply for BPAY® Tax Payments, independent of the general BPAY® Payment limits. For more information on available limits see [www.anz.com](http://www.anz.com)

A delay may occur in processing a BPAY® Payment where:

- you tell ANZ to make a BPAY® Payment on a non-business day;
- 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 BPAY® Payment as soon as it receives details of the payment or does not otherwise comply with its obligations under the BPAY® Scheme.

There may also be a delay in the biller processing the payment if the day after you tell ANZ to make a BPAY® Payment is a non-business day.

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

ANZ will attempt to ensure a BPAY® Payment is processed promptly by billers and other participants in the BPAY® Scheme.

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.

The longer it takes you to tell ANZ about a BPAY® Payment which was unauthorised, may have been fraudulently induced, or any delay or mistake in processing the BPAY® Payment, the more difficult it may be for ANZ to investigate and/or recover the BPAY® Payment.

You must provide ANZ such assistance as may be reasonably necessary to investigate any BPAY® Payment which was unauthorised, may have been fraudulently induced, or any delay or mistake in processing the BPAY® Payment.

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.

A linked ANZ credit card account can only be used to make a BPAY® Payment if the biller accepts credit card payment.

If the biller does not accept credit card payment but you want to pay from a credit card account, payment will be by way of a cash advance.

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® Payments will not apply to any use by you of biller codes in this way.

## **SHORT MESSAGE SERVICE (SMS) AND OTHER MESSAGES**

ANZ is not liable for any loss or damage you suffer as a result of any person other than you accessing those messages, except where such loss or damage arise from negligence, fraud or wilful misconduct by ANZ or its officers, employees, contractors or agents, or in respect of any consequential loss or damage.

## **CARD VALIDITY**

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

## **LOST OR STOLEN CARDS, PASSWORD, PIN OR TELECODE**

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

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

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

If ANZ's telephone reporting service is unavailable, you must report the disclosure, 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.

## **CANCELLATION OF CARDS OR ELECTRONIC ACCESS**

If ANZ cancels or suspends your card or CRN in accordance with the terms of your credit contract, ANZ may, without notice, cancel any associated CRN or electronic access.

Without limiting any other rights of ANZ under applicable terms and conditions, we may also at any time suspend or terminate your ability to make BPAY® Payments in the following circumstances:

- we, or BPAY®, suspect on reasonable grounds that you, or a person acting on your behalf is:
  - being fraudulent;
  - in breach, or will cause you to be in breach, of these terms and conditions;
  - using BPAY® Payments in a manner that will, or is likely to, adversely affect the integrity, stability or reputation of BPAY® Payments, the BPAY® Scheme, or the quality of services offered to you or to other customers; or
  - using BPAY® Payments in connection with any activities which are unlawful;
- BPAY® or any regulatory authority requires or requests us to do so; or
- our membership to the BPAY® Scheme or our subscription to BPAY® Payments is suspended, ceases or is cancelled for any reason.

The account holder may cancel a card at any time by sending ANZ a written request or by calling ANZ on the relevant number listed in this booklet. ANZ may require written confirmation. The card must be cut diagonally in half (including any embedded microchip on the card) and returned to ANZ.

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

## **WITHDRAWAL OF ELECTRONIC ACCESS**

Without limiting any other rights of ANZ under applicable terms and conditions, ANZ may withdraw your electronic access to accounts (including by BPAY® Payments) 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, if any) or will become overdrawn, or is otherwise considered out of order by ANZ;
- ANZ believes your access to accounts through electronic equipment may cause loss to the account holder or to ANZ;
- ANZ believes that the quality or security of your electronic access process or ANZ's systems may have been compromised;
- all the accounts which you may access using ANZ Phone Banking or ANZ Internet Banking have been closed or are inactive or the account you have nominated for ANZ Mobile Banking fees and charges to be charged to is closed;

- ANZ suspects you of being fraudulent or engaging in inappropriate behaviour unless the withdrawal is prohibited by law.

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

## PASSWORD, PIN AND TELECODE SECURITY

Users must keep their passwords, PINs and Telecodes secure. Failure to do so may increase your liability for any loss.

**Warning:** A user must not use their birth date or an alphabetical Telecode which is a recognisable part of their name as a password, PIN or Telecode, 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.

A user must not:

- voluntarily disclose any of their passwords, PINs or Telecodes to anyone, including a family member or friend;
- write or record passwords, PINs or Telecodes on a card, or keep a record of the passwords, PINs or Telecodes on anything carried with the card or liable to loss or theft at the same time as the card, unless the user makes a reasonable attempt to protect the security of the passwords, PINs or Telecodes;
- keep a written record of all passwords, PINs 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 or Telecodes;
- select a numeric password, PIN or Telecode that represents their birth date, or an alphabetical password, PIN 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 or Telecodes, (each a 'Security Requirement').

For the avoidance of doubt, reference to passwords in this clause (Password, PIN and Telecode Security) includes one-time passwords.

**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.

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

## ADDITIONAL AUTHENTICATION REQUIREMENTS

To help protect the security of your account, ANZ may require you to comply with additional authentication requirements before processing a transaction (for example, by requiring you to enter a security code sent to your mobile before processing a withdrawal). ANZ will decide in its discretion which transactions require additional authentication. If you are unable to comply with an authentication request or if the system through which the authentication is done malfunctions or is unavailable for any reason, ANZ may not be able to process a transaction. In this instance, you can contact ANZ for assistance.

## UNAUTHORISED TRANSACTIONS

The following provisions apply to unauthorised transactions.

The provisions do not apply to a transaction performed by a user or by anyone who performs a transaction with the knowledge and consent of a user.

### (a) **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, account number, PayID, password, PIN or Telecode which is forged, faulty, expired or cancelled;
- are caused by a transaction that requires the use of any card, password, PIN or Telecode that occurred before the user received or selected the card, password, PIN or Telecode (including a reissued card, password, PIN or Telecode);
- are caused by a transaction being incorrectly debited a second or subsequent times to the same account;
- arise from an unauthorised transaction that occurs after you have notified ANZ that any card has been misused, lost or stolen or that the security of a password, PIN or Telecode has been breached;
- arise from an unauthorised transaction that can be made using an account number or PayID without a password, PIN or Telecode or card. Where a transaction can be made using a card, or a card and an account number or PayID, but does not require a password, PIN 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.

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

If ANZ can prove on the balance of probability that a user contributed to the loss arising from an unauthorised transaction through fraud or 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 breach of a Security Requirement, but
- the account holder will not be liable for a portion of the 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, account number or PayID and/or password, PIN or Telecode used to perform the transaction.

Where:

- more than one password, PIN 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 or Telecodes,

the account holder will only be liable if ANZ can also prove that 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.

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 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, 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 on 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 and/or passwords, PIN or Telecode used to perform the transaction.



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

- \$150 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 and/or password, PIN or Telecode, and
- the actual loss at the time ANZ is notified of the misuse, loss or theft of a card or breach of a Security Requirement (but not that portion of the loss incurred on any one day\* which is greater than the daily transaction limit or other periodic transaction limit (if any)).

\* A day begins at 12.00.00am (Melbourne time) and ends at 11.59pm (Melbourne time) on the same day. If you are not in the same time zone as Melbourne, please check <http://www.australia.gov.au>

## ADDITIONAL PROTECTION

### Visa – Zero liability

Subject to the section headed 'Unauthorised transactions' you will not be liable for unauthorised transactions on a Visa credit card or ANZ Access Visa Debit card.

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

### MasterCard – Zero liability

Subject to the section headed 'Unauthorised transactions' you will not be liable for unauthorised transactions on a MasterCard credit card.

## EQUIPMENT MALFUNCTION

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.

However, if you were aware or should reasonably have been aware that the system or equipment 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.

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 or ANZ Mobile Banking to your transactions and linked accounts.

## LIABILITY UNDER THE BPAY® SCHEME

### (a) 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 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.

### (b) ANZ's liability

If you are liable for an unauthorised or fraudulently induced payment under this 'Liability under the BPAY® Scheme' section or as a result of a BPAY® billing error and the ePayments Code applies, then your liability is limited to the lesser of:

- (i) the amount of that unauthorised or fraudulently induced payment; or
- (ii) the limit (if any) of your liability set out under 'Unauthorised transactions'.

If (ii) applies, ANZ will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulently induced payment.

### BPAY® Payments

Except where a BPAY® Payment is an Unauthorised payment, a fraudulently induced payment or a mistaken payment (as outlined below), 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. This is the case even where your BPAY® Payment has been made with a credit card account as no chargeback rights apply to BPAY® Payments.

### Unauthorised BPAY® 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, or part of that payment (as applicable) if:

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

### **Fraudulently induced BPAY® 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 fraudulently 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 fraudulent inducement or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraudulently induced payment.

### **Mistaken BPAY® Payments**

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 (e.g. due to entering the wrong details as part of the payment direction) and ANZ cannot recover the amount of that payment, or part of that payment (as applicable) from the person who received it within 20 business days of ANZ attempting to do so, you must pay ANZ the amount that ANZ cannot recover.

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.

### **Consequential loss**

This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

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.

### (c) **Indemnity**

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

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

You are not required to discharge or indemnify us under this clause in relation to any loss or damage to the extent it arises from negligence, fraud, wilful misconduct or mistake by ANZ or its officers, employees, contractors or agents.

## **MISTAKEN INTERNET PAYMENTS**

A user may report a Mistaken Internet Payment at any ANZ branch or by phoning ANZ on 13 13 14. Where a user reports a Mistaken Internet Payment, ANZ will investigate whether a Mistaken Internet Payment has occurred. If ANZ is satisfied that a Mistaken Internet Payment has occurred, ANZ will send the Receiving Bank a request for return of the funds.

If ANZ is not satisfied that a Mistaken Internet Payment has occurred, ANZ will not take any further action.

ANZ will inform the user of the outcome of a reported Mistaken Internet Payment in writing within 30 business days of the report being made.

## **PROCESS WHERE SOME OR ALL FUNDS ARE AVAILABLE AND REPORT IS MADE WITHIN 10 BUSINESS DAYS**

Where a user reports a Mistaken Internet Payment or Misdirected Payment within 10 business days of making the payment and:

- ANZ and the Receiving Bank are satisfied that a Mistaken Internet Payment or Misdirected Payment has occurred; and
- ANZ is advised by the Receiving Bank that there are funds available in the account of the unintended recipient to cover some or all of the payment and the Receiving Bank has recovered those funds,

the Receiving Bank must forward those funds to ANZ no later than 10 business days after receiving our request to return the funds.

## **PROCESS WHERE SOME OR ALL FUNDS ARE AVAILABLE AND REPORT IS MADE BETWEEN 10 BUSINESS DAYS AND 7 MONTHS**

Where a user reports a Mistaken Internet Payment or Misdirected Payment between 10 business days and 7 months after making the payment and:

- ANZ and the Receiving Bank are satisfied that a Mistaken Internet Payment or Misdirected Payment has occurred; and
- ANZ is advised by the Receiving Bank that there are funds available in the account of the unintended recipient to cover some or all of the payment; and
- the Receiving Bank prevents the unintended recipient from withdrawing those funds for 10 business days, and during this period the unintended recipient does not establish that they are entitled to those funds, and the Receiving Bank has recovered those funds,

the Receiving Bank must forward those funds to ANZ following the expiry of the 10 business day period referred to above.

## **PROCESS WHERE SOME OR ALL FUNDS ARE AVAILABLE AND REPORT IS MADE AFTER 7 MONTHS**

Where a user reports a Mistaken Internet Payment or Misdirected Payment more than 7 months after making the payment and:

- ANZ and the Receiving Bank are satisfied that a Mistaken Internet Payment or Misdirected Payment has occurred; and
- ANZ is advised by the Receiving Bank that there are funds available in the account of the unintended recipient to cover some or all of the payment; and
- the unintended recipient consents to return of those funds,

the Receiving Bank must forward those funds to ANZ.

## **MISDIRECTED PAYMENTS**

A user may report a Misdirected Payment using ANZ Internet Banking. Where a user reports a Misdirected Payment, ANZ will investigate whether a Misdirected Payment has occurred. If ANZ is satisfied that a Misdirected Payment has occurred, ANZ will send the Receiving Bank a request for return of the funds.

## **PROCESS FOLLOWING REPORT OF A MISTAKEN INTERNET PAYMENT OR MISDIRECTED PAYMENT**

If the Receiving Bank recovers any funds from an unintended recipient and forwards those funds to ANZ, we will return the funds to the account holder as soon as practicable.

It may not be possible to recover any funds in certain circumstances, for example where:

- the Receiving Bank is not satisfied that a Mistaken Internet Payment or Misdirected Payment has occurred; or
- there are insufficient funds in the unintended recipient's account. In this case, the amount that may be recovered will depend on the Receiving Bank's exercise of discretion to pursue all, some or none of the funds.

If the Receiving Bank is unable to recover the funds from the unintended recipient, the account holder will be liable for losses arising from the Mistaken Internet Payment or Misdirected Payment.

## COMPLAINTS ABOUT MISTAKEN INTERNET PAYMENTS AND MISDIRECTED PAYMENTS

A user who reports a Mistaken Internet Payment or Misdirected Payment can complain to ANZ about how the report is dealt with. ANZ will deal with the complaint in accordance with this booklet.

The user is unable to complain to ANZ about the conduct of the Receiving Bank in dealing with their report of a Mistaken Internet Payment.

## UNINTENDED RECIPIENTS

If you receive a Mistaken Internet Payment or Misdirected Payment into your account and ANZ, as Receiving Bank, is required to forward the funds to the payer's authorised deposit taking institution, you authorise ANZ to:

- block your access to some or all of your funds; and
- withdraw some or all of those funds from your account without notice and return the funds to the payer's authorised deposit-taking institution.

If you are receiving Services Australia income support payments or Department of Veterans' Affairs payments, we will withdraw funds in accordance with the Code of Operation: *Recovery of debts from customer nominated bank accounts in receipt of Services Australia income support payments or Department of Veterans' Affairs payments.*

## PayID CONDITIONS

PayTo® Payment Agreements (referred to below) are only available on eligible accounts. Please refer to [anz.com](http://anz.com) for more information about PayTo.

A PayID® is an identifier chosen by you that can be used instead of your BSB and account number, as set out below.

You may be able to create an optional PayID by linking your eligible ANZ account to an eligible PayID type (such as your mobile number, email address or ABN (if eligible)). A PayID linked to your ANZ account can be used by others to:

- send payments to you, where they are permitted to do so by their financial institution; and/or
- take payments from you, where you have authorised permission to do so (such as a PayTo Payment Agreement),

through the New Payments Platform permitted to do so by their financial institution.

You must own or have authority to use any PayID you create and to link it to your ANZ account, and we may require proof of this.

You (or someone authorised by you) will be able to view details of your PayID and may be able to create, update, or close a PayID linked to your eligible ANZ account through Internet Banking, or in any other way we make available. We may rely on any instruction received from a person authorised to manage PayIDs for your account.

Only one account can be linked to a specific PayID at a time.

Once a PayID is created and linked to your account, it may not be used in relation to any other account with us or with any other financial institution, as the PayID service does not support duplicate PayIDs. You can create multiple PayIDs and link them to an eligible account, provided that each PayID is unique.

Your PayID must be associated with a name (your PayID Name) which reasonably represents you. When you create a PayID, ANZ will generally use the account name of your linked account as your PayID Name. By creating a PayID, you agree that your PayID Name may be shown to anyone who looks up your PayID (for example, to send a payment to you or take a payment from you).

You can generally transfer a specific PayID to another eligible account that you own (including an account with another financial institution). You will need to tell us that you want to transfer the PayID through Internet Banking or in any other way we make available. Once the PayID is linked to your new account, payments using the PayID will be sent to, or taken from, that account. If you are transferring your PayID to another financial institution, they may also require you to take steps to complete the transfer.

We will complete a request to transfer or close a PayID within 24 hours. However, if you are transferring a PayID to another financial institution, you will also need to request that financial institution to link the PayID to your account with that financial institution and the other financial institution may take longer to process the request.

If the other financial institution does not complete the transfer within 14 days, the transfer will be deemed to be ineffective and your PayID will remain linked to your current account. You may need to start the transfer process again.

Your PayID will remain linked to your existing account until the transfer to the other financial institution is complete.

When transferring a PayID, you are responsible for any associated updates required by you such as updating any PayTo Payment Agreements established by you using this PayID.

You must update or close your PayID if you:

- change the mobile number or email address you are using as your PayID;
- no longer have authority to use that PayID; and/or
- no longer have authority to link that PayID to the relevant account.

You must tell us if:

- your PayID Name no longer reasonably represents the account holder's name;
- any other PayID information changes ; and/or
- you are no longer authorised to use the relevant linked account.

We monitor the use of PayIDs and confirm regularly that they remain correct.

We may lock or close your PayID if:

- we become aware of suspicious activities relating to your PayID or your linked account, or we suspect that it has been used for fraudulent purposes, or
- you cannot verify that you continue to be authorised to use your PayID, or
- your PayID has not been used or validated for 3 years or more, or
- someone attempts to register the PayID for another account, we are unable to contact you, and your PayID has been inactive for 6 months or more, or
- you close your linked account or cease to be authorised to operate the account.

When your PayID is locked, it cannot be updated or used to send payments to you or take payments from you, and you may be prevented from transferring it to another account. It may also be closed.

We may require you to re-confirm that you have authority to use a PayID at any time. If there is a dispute about who has authority to use any PayID you have created, we will contact you and may ask you for additional proof of your authority. If you are unable to provide that proof within the time limit we specify, your PayID may be closed or linked to an account held by another person.

If your PayID changes or is closed, you are responsible for informing those who send payments to you or take payments from you, using the PayID. When your PayID is changed or closed:

- the PayID may be registered by another user if they can demonstrate they have the right to use it, and payments using this PayID will then be made to the other user's account; and
- payment agreements (such as PayTo Payment Agreements) will be paused or cancelled, and you will remain responsible for any applicable contractual obligations.



## WHEN WE MAY NOT ALLOW YOU TO CREATE A PAYID

We may not to allow you to create a PayID if:

- your account is unable to use the New Payments Platform, or
- you cannot verify that you have authority to use the PayID or the relevant account, or
- we become aware of suspicious activities relating to the account, or
- electronic equipment or systems malfunction or are otherwise unavailable for use, or we believe that their quality or security have been compromised, or
- we believe your access to PayID may cause loss to the account holder or to ANZ.

## YOUR RESPONSIBILITIES

In addition to the other responsibilities set out above:

- when using your PayID you must ensure that the correct PayID details are provided and that the PayID is owned by you; and
- you must immediately notify ANZ if you become aware of any suspicious and/or fraudulent activity in connection with your PayID.

## WHO WILL RECEIVE YOUR INFORMATION AND HOW IS IT USED

By creating a PayID, you consent to us collecting, storing, using and disclosing information about you (including your PayID, your PayID Name and your account number) to NPP Australia Limited, the operator of the PayID service. You also consent to us and/or NPP Australia Limited sharing this information with other financial institutions, BPAY® Pty Ltd and their service providers to allow the PayID service to operate, including for example:

- for users of the PayID service to make payments to you or create PayTo Payment Agreements with you and to process authorised payments from your account; and
- for other reasonable activities, such as tracing lost transactions, investigating fraud or where required by law.

When someone searches for your PayID or uses your PayID to send a payment to you or take a payment from you, they may see your PayID Name (but not your other account details).

The collection, use and disclosure of information about you is also governed by the ANZ Privacy Policy available at [anz.com](http://anz.com).

## CHANGES TO THE ELECTRONIC BANKING CONDITIONS OF USE

ANZ can change the Electronic Banking Conditions of Use at any time. ANZ will give you at least 30 days prior written notice of any changes which:

- impose or increase fees or charges for issuing or replacing a card, password, PIN or Telecode;

- impose or increase fees or charges for performing transactions;
- increase your liability for losses relating to transactions;
- change your daily transaction limit or other periodical transaction limit applying to the use of electronic equipment; or
- impose, remove or change your daily or other periodic limit on transactions, an account or electronic equipment (e.g. limits on the number or value of ATM withdrawals).

For any other change we will notify you in accordance with your credit contract.

## INFORMATION STATEMENT

This information statement is provided in accordance with the National Credit Code and only applies to you if your loan or facility is regulated by the Code.

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

This statement tells you about some of the rights and obligations of yourself and your credit provider, Australia and New Zealand Banking Group Limited ABN 11 005 357 522 ("ANZ").

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

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

# THE CONTRACT

## 1. HOW CAN I GET DETAILS OF MY PROPOSED CREDIT CONTRACT?

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

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

## 2. HOW CAN I GET A COPY OF THE FINAL CONTRACT?

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

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

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

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

## 3. CAN I TERMINATE THE CONTRACT?

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

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

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

## 4. CAN I PAY MY CREDIT CONTRACT OUT EARLY?

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

## 5. HOW CAN I FIND OUT THE PAY OUT FIGURE?

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

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

## **6. WILL I PAY LESS INTEREST IF I PAY OUT MY CONTRACT EARLY?**

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits ANZ to charge one) and other fees.

## **7. CAN MY CONTRACT BE CHANGED BY ANZ?**

Yes, but only if your contract says so.

## **8. WILL I BE TOLD IN ADVANCE IF ANZ IS GOING TO MAKE A CHANGE IN THE CONTRACT?**

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published by your credit provider.
- you get 20 days advance written notice for:
  - a change in the way in which interest is calculated; or
  - a change in credit fees and charges; or
  - any other changes by ANZ;

except where the change reduces what you have to pay or the change happens automatically under the contract.

## **9. IS THERE ANYTHING I CAN DO IF I THINK THAT MY CONTRACT IS UNJUST?**

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

If that is not successful, you may contact ANZ's external dispute resolution scheme. External dispute resolution is a free service established to provide an independent mechanism to resolve specific complaints. ANZ's external dispute resolution provider is the Australian Financial Complaints Authority and can be contacted by phone on 1800 931 678, by email at [info@afca.org.au](mailto:info@afca.org.au), or by writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001.

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

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

# INSURANCE

## 10. DO I HAVE TO TAKE OUT INSURANCE?

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

## 11. WILL I GET DETAILS OF MY INSURANCE COVER?

Yes, if you have taken out insurance over mortgage property or consumer credit insurance and the premium is financed by ANZ. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by ANZ then, within 14 days of that happening, ANZ must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing our insurer must give you a statement containing all the provisions of the contract.

## 12. IF THE INSURER DOES NOT ACCEPT MY PROPOSAL, WILL I BE TOLD?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

## 13. IN THAT CASE, WHAT HAPPENS TO THE PREMIUMS?

ANZ must give you a refund or credit unless the insurance is to be arranged with another insurer.

## 14. WHAT HAPPENS IF MY CREDIT CONTRACT ENDS BEFORE ANY INSURANCE CONTRACT OVER MORTGAGED PROPERTY?

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

## MORTGAGES

### **15. IF MY CONTRACT SAYS I HAVE TO GIVE A MORTGAGE, WHAT DOES THIS MEAN?**

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

### **16. SHOULD I GET A COPY OF MY MORTGAGE?**

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

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

### **17. IS THERE ANYTHING THAT I AM NOT ALLOWED TO DO WITH THE PROPERTY I HAVE MORTGAGED?**

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

### **18. WHAT CAN I DO IF I FIND THAT I CANNOT AFFORD MY REPAYMENTS AND THERE IS A MORTGAGE OVER PROPERTY?**

See the answers to questions 22 and 23. Otherwise you may:

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

If ANZ won't give permission, you can contact ANZ's external dispute resolution scheme for help. If you have a guarantor, talk to the guarantor who may be able to help you. You should understand that you may owe money to ANZ even after mortgaged property is sold.

## **19. CAN ANZ TAKE OR SELL THE MORTGAGED PROPERTY?**

Yes, if you have not carried out all of your obligations under your contract.

## **20. IF ANZ WRITES ASKING ME WHERE THE MORTGAGED GOODS ARE, DO I HAVE TO SAY WHERE THEY ARE?**

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

## **21. WHEN CAN ANZ OR ITS AGENT COME INTO A RESIDENCE TO TAKE POSSESSION OF MORTGAGED GOODS?**

ANZ can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

# **GENERAL**

## **22. WHAT DO I DO IF I CANNOT MAKE A REPAYMENT?**

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

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

## **23. WHAT IF ANZ AND I CANNOT AGREE ON A SUITABLE ARRANGEMENT?**

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

If ANZ still refuses your request you can complain to the external dispute resolution scheme that ANZ belongs to. Further details about this scheme are set out below in question 25.

## **24. CAN ANZ TAKE ACTION AGAINST ME?**

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

## 25. DO I HAVE ANY OTHER RIGHTS AND OBLIGATIONS?

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

If you have any complaints about your credit contract, or want more information, contact ANZ. You must attempt to resolve your complaint with ANZ before contacting ANZ's external dispute resolution scheme. If you have a complaint which remains unresolved after speaking to ANZ you can contact ANZ's external dispute resolution scheme or get legal advice.

External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. ANZ's external dispute resolution provider is the Australian Financial Complaints Authority and can be contacted by phone on 1800 931 678, by email at [info@afca.org.au](mailto:info@afca.org.au) or by writing to: Australian Financial Complaints Authority, GPO box 3, Melbourne VIC 3001.

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



## POSTAL ADDRESSES

The postal addresses below are subject to change from time to time. You can check [www.anz.com](http://www.anz.com) for the latest information.

### **ANZ Home Loans**

Locked Bag 9  
Collins Street West Post Office  
Melbourne VIC 8007

### **ANZ Personal Banking**

Contact your nearest branch

### **Personal Loans**

Locked Bag 7  
Collins Street West VIC 8007

## CUSTOMER ENQUIRIES

The contact details below are subject to change from time to time. You can check [anz.com](http://anz.com) for the latest information.

### **ANZ Personal Banking General Enquiries**

13 13 14  
+61 3 9683 9999  
7am to 10pm your local time in Australia  
Hearing or speech impaired customers can use the TTY (telephone typewriter) service by calling 1300 366 255

### **ANZ Home Loans**

Home Loan Servicing Team 1800 035 500 (for enquiries about new Home Loans)  
ANZ Mortgages Customer Service 13 25 99 (for enquiries about existing Home Loans)

### **ANZ Personal Loans**

1800 801 485

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