

# ANZ V2+BROKING

TERMS AND CONDITIONS  
09.09.2019

**Important notice:** Despite the effective date of 9 September 2019 on this booklet, if you opened a new account on or after 1 August 2019 these terms apply to you from the day your account was opened. If you opened your account earlier than 1 August 2019, these terms will not apply to you until 9 September 2019. If you require a copy of the terms that apply to you before then, please contact ANZ.



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## **References to ANZ and CMC Markets**

In these Terms and Conditions:

'we', 'us', 'our' and 'ANZ' refer to Australia and New Zealand Banking Group Limited ABN 11 005 357 522.  
Australian Financial Services Number 234527.

'CMC Markets' means CMC Markets Stockbroking Limited  
ABN 69 081 002 851  
Australian Financial Services Number 246381

## **Application of these Terms and Conditions**

If you are opening a new account, these Terms and Conditions will apply immediately.

In addition to these Terms and Conditions, other terms and conditions, including those implied by law, apply. To the extent permitted by law, these Terms and Conditions 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.

## **Banking Code of Practice**

If you are an individual or a small business (as defined in the Banking Code of Practice), we are bound by the Banking Code of Practice when we provide our products and services to you.

# SECTION 1. YOUR ANZ V2+BROKING ACCOUNT

## 1.1 WHAT IS AN ANZ V2+BROKING ACCOUNT?

An ANZ V2+Broking account is an account opened by or on behalf of the holder of a trading account with CMC Markets (referred to in these Terms and Conditions as a 'CMC Markets Trading Account') to facilitate dealings in financial products.

The funds in your ANZ V2+Broking account can be used by CMC Markets to deal in financial products pursuant to instructions given by you or on your behalf by your adviser.

## 1.2 WHO CAN OPEN AN ANZ V2+BROKING ACCOUNT?

An ANZ V2+Broking account is only available to the holder or beneficiary of a CMC Markets Trading Account which is operated through an adviser appointed by the holder or beneficiary of the CMC Markets Trading Account.

You can open an ANZ V2+Broking account if you are:

- an individual over 18 years of age;
- joint individuals over 18 years of age;
- a company; or
- a trustee.

If the ANZ V2+Broking account is for anyone under the age of 18 years, the account must be made in either the parent's or guardian's name. We have the right, at our discretion, to accept or reject your application for an ANZ V2+Broking account.

## 1.3 ADVISER

An adviser is any company, partnership or individual appointed by you to give effect to your instructions regarding dealings in financial products through your CMC Markets Trading Account. Your adviser may be a person or entity approved by CMC Markets for the purposes of establishing and operating a CMC Markets Trading Account (known as an 'intermediary')

or any individual appointed by such a person or entity to act as their representative in relation to your CMC Markets Trading Account.

To allow your adviser access to your ANZ V2+Broking account through our systems, you will also need to appoint them, by signing and delivering to us the relevant form, with one of the following access levels:

**1. View only access.**

Your adviser will have view only access to your ANZ V2+Broking financial records

**2. Full transactional access.**

Your adviser will have the same powers as you to withdraw from or deposit into your ANZ V2+Broking account and access to your ANZ V2+Broking financial records

You as the account holder, together with the adviser and any other person authorised to operate the account, will need to sign the relevant form. Where the adviser is a corporation or a partnership, a duly authorised officer or partner of the adviser must sign the authority. We may ask the adviser for proof of authorisation.

The adviser must be identified to our satisfaction.

## **1.4 IDENTIFICATION**

Federal legislation requires us to verify the identity of all account holders, signatories and agents. Any account holders, signatories and agents must satisfactorily meet our Customer Identification Process.

One of the documents provided must contain your photograph and signature. Some other documents that establish your name and identity may also be accepted – please ask our staff for advice.

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

If you want to open an account and have completed the identification process with us previously, you will need to advise the name of the branch where identification was presented and your existing account number.

## 1.5 TAX FILE NUMBER

Federal law stipulates that all accounts earning deposit interest in a tax year are subject to Tax File Number (TFN) legislation. It is not compulsory for you to provide your TFN. However, if you choose not to do so, we must deduct withholding tax from the interest earned, unless you are in an exempt withholding tax category. If you are in an exempt category, you should tell us.

Withholding tax is generally calculated at the highest marginal tax rate plus applicable Commonwealth tax levies, including the Medicare Levy.

In accordance with the Privacy Act, we will keep your TFN, which we can keep a record of for all your accounts, confidential.

## 1.6 JOINT ACCOUNTS

Where your account is held jointly with one or more persons, the following shall apply:

- we may give any statement, notice or other document (including a statement of account, a notice about your account or notice of a change to the terms and conditions of your account) to the holders of a joint account by giving the document to any one of the joint account holders in any manner allowed under these Terms and Conditions (in which case we will be deemed to have given the document to all joint account holders);
- if an account holder dies, we will treat the balance of the account as owned by the surviving account holder(s).

Where an account is opened in the names of more than one individual, any of you will be entitled to operate the account without the consent of the others.

You can ask us to change the account authority so that all account holders must approve future withdrawals, but this may mean transactions cannot be made on the account. This restriction is not applicable to directors of a company who are signatories on behalf of the company rather than joint account holders in their personal capacity.

## 1.7 THIRD PARTY SIGNATORIES FOR ANZ V2+BROKING ACCOUNTS

Any individual appointed as a third party signatory will be entitled to operate the account without your consent and

will have the same powers as you to make deposits to and withdrawals from the account.

To authorise a third party signatory to use ANZ Phone Banking and ANZ Internet Banking in connection with your account, you will also need to complete a separate ANZ Phone Banking and ANZ Internet Banking Authorised User Authority.

Third party signatories must be identified to our satisfaction. You will be able to revoke the appointment of a third party signatory at any time by notifying us in writing. The revocation will not be effective, however, until we have acknowledged it in writing.

## **1.8 COMPANY ACCOUNTS**

Each director or secretary who signs the application form will have authority to operate the account alone. If a company wants further third parties to operate the account the company will need to appoint them.

## **1.9 TRUST ACCOUNTS**

Trust accounts can be opened on request:

- where one or more persons open an account in which they are named as trustee for another person(s). For example a trustee account held by parents for children;
- by trustees under a will;
- by trustees for clubs and other organisations; or
- by trustees of a Self Managed Superannuation Fund.

## **1.10 LAWFUL PURPOSE**

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

## **1.11 NOTICES**

Without limiting any other provision of the terms and conditions of your account that allow for another form of notice, we may give any statement, notice or other document (including a statement of account, a notice about your account or notice of a change to the terms and conditions of your account) to you in connection with your account 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, which may be the contact details of your adviser.

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 and giving you notice personally, or by sending the notice 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, 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, you are deemed to have received the document on the day after the day on which the document or notice reaches the service provider or the host of your Electronic Address.

For the purpose of these Terms and Conditions:

- '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; and
- 'ANZ Mobile Banking' means each of the ANZ App, ANZ goMoney and Grow by ANZ (and any ANZ mobile banking application that succeeds or replaces any of those applications).

## **SECTION 2. OPERATING YOUR ANZ V2+BROKING ACCOUNT**

### **2.1 AUTHORITY FOR ACCOUNT OPERATION**

At the time of opening your ANZ V2+Broking account, you nominate the persons who are authorised to operate the account (in addition to the adviser appointed by you in relation to your CMC Markets Trading Account). Except where

expressly provided, we can act at all times on the basis that the authorised operator or operators can act fully and effectively in all dealings, matters and transactions in respect of the account.

You are responsible to us for all liability that is incurred as a result of operations on the account. If you hold your account jointly with one or more other persons then each of you is jointly and severally responsible to us for any liability. If you wish to alter the account authorisation instructions you must notify us in writing.

If anyone has access or authorisation to ANZ Internet Banking in respect of an account, that person may access account statements, notices and other documents that were delivered through that platform before they were given access rights to that account on ANZ Internet Banking.

## 2.2 DEPOSITS

After your account has been opened, you can make further deposits:

- by depositing cash over the counter at any ANZ branch;
- by sending a cheque to the ANZ V2 PLUS Service Centre;
- by depositing cash at any ANZ ATM that accepts such deposits;
- by transferring funds from another of your ANZ accounts using ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking (if this funds transfer functionality is available on your version of ANZ Mobile Banking), or (where you have an ANZ card to which both accounts are linked) at any ANZ ATM in Australia;
- by arranging a periodical payment or other electronic transfer from another of your accounts with us or another financial institution;
- by arranging an electronic transfer from another person's account with us or another financial institution (e.g. by arranging to have your salary or other income (such as a family allowance or pension) paid directly to your account);  
or
- in any other way we allow.

In processing deposits to your account, we will rely on your account number only. We will not check the account name received with the deposit instructions.

We may impose limits on the amount, or the amount of each denomination, of cash deposits that may be made over the counter at any ANZ branch. Please ask at the branch or call the ANZ V2 PLUS Service Centre for details of any limits that apply.

Any deposits received from overseas in Australian dollars will take up to 30 days to clear.

Note: Dividends from financial products held in your CMC Markets Trading Account can be deposited into your ANZ V2+Broking account with automated dividend direction (subject to this functionality being made available by the issuer of the financial products or its registry).

Any funds from the sale of financial products held in your CMC Markets Trading Account will be credited by CMC Markets to your ANZ V2+Broking account.

## **2.2A ANZ ACCESS CARD**

### **How you can use an ANZ Access card**

We may, subject to our eligibility criteria being met, issue any account holder, or any person authorised by any account holder, with an ANZ Access card to give access to an account held by the account holder.

We may, subject to our eligibility criteria being met, permit the holder of an ANZ Access card to link that card so as to give access to an additional ANZ account, as a secondary account on which the holder of the card is authorised to operate.

When you use your ANZ Access card in Australia, you can usually choose to withdraw funds from a specific linked account by selecting 'eftpos SAV' or 'SAV' ('savings'), or 'eftpos CHQ' or 'CHQ' ('cheque'), as applicable, at an ATM or EFTPOS terminal.

Some ATMs do not give you the option of choosing an account. In other cases, you may be able to select 'debit' at an ATM or EFTPOS terminal. In these cases, when you use your ANZ Access card, the linked account you previously nominated to us as the default account will be debited. If you have not nominated a default account, we will nominate the default account. You can find out which account is the nominated default account or change the nominated default account by calling our Contact Centre.

The nominated default account will always be debited when you present your ANZ Access card at a contactless terminal (if your card has a chip).

Refer also to Section 6 in relation to the use of your ANZ Access card at international ATMs.

### **Card validity and expiry**

For security reasons, the ANZ Access 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 printed on the card. Further, you must ensure that when an ANZ Access card expires it is destroyed, by cutting it in half diagonally, making sure you cut through any chip on the card.

## **2.3 WITHDRAWING OR TRANSFERRING MONEY**

### **2.3.1 Withdrawing or transferring via the ANZ V2 PLUS Service Centre**

#### **Requests by phone or in writing**

As long as enough funds are available, you can withdraw funds from your ANZ V2+Broking account in the form of a cheque, or by transferring funds to another account with us or another financial institution, in either case by posting or faxing a request with the required signatures to the ANZ V2 PLUS Service Centre.

While telephone withdrawal facilities are in place for your account, you may also make a request to withdraw funds in those ways by phone to the ANZ V2 PLUS Service Centre.

If the account you want funds transferred to is with another financial institution, it may take longer than 24 hours.

If you ask for a cheque to be made payable to someone else, you can stop the cheque by posting or faxing a request to the ANZ V2 PLUS Service Centre.

Relevant taxes, duties and charges will be taken off the amount of the withdrawal.

#### **Access to funds**

The ANZ V2 PLUS Service Centre will take reasonable steps to make sure that you receive withdrawals within the specified time, but will not be responsible for delays which are beyond its control.

Although funds deposited to your account can be transferred on the same day as the deposit is effective, they may not immediately appear as part of your balance. In this situation the bank officers will contact the ANZ V2 PLUS Service Centre for confirmation of the funds.

Same day withdrawals can be made (as long as cleared funds are available) if the ANZ V2 PLUS Service Centre receives your withdrawal request before 11am Melbourne time for a cheque withdrawal or a transfer to an account which has previously been validly nominated as an account to which funds may be transferred from your V2 PLUS account, or before 1pm Melbourne time for any other transfer.

Where your request is received after these times, or on a day when the ANZ V2 PLUS Service Centre or we are closed for business, the payment will be made on the next business day. The amount of the withdrawal will continue to form part of the balance of your account, in respect of which interest accrues, until the time the withdrawal is processed.

For the purposes of these terms and conditions, a 'business day' means a day that is not a Saturday, a Sunday or an Australian national public holiday.

### **2.3.2 Withdrawing by periodical payment or direct debit**

You can also make withdrawals, as long as enough funds are available, by arranging a periodical payment or direct debit from your ANZ V2+Broking account to another account with us or another financial institution.

Periodical payments can be arranged via the ANZ V2 PLUS Service Centre (either directly or through any ANZ branch). Direct debits must be established directly with the person receiving the payment. See Section 2.8 for details.

You may have to pay a Periodical payment non-payment fee if you have authorised a periodical payment that we cannot pay from your account because there are insufficient cleared funds available in your account.

You may have to pay a Dishonour fee if you authorise a person or company to take a direct debit from your account and we cannot make the payment to them because there are insufficient cleared funds available in your account.

### 2.3.3 Withdrawing or transferring by other means

As well as being able to withdraw funds through the ANZ V2 PLUS Service Centre or by direct debit, you can also make withdrawals, as long as enough funds are available:

- by withdrawing cash over the counter at any ANZ branch;
- by transferring funds to another account with us or another financial institution, or making a BPAY® Payment<sup>1</sup>, via ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking (if this funds transfer functionality is available on your version of ANZ Mobile Banking), including by arranging a recurring payment (see Section 2.8 for details);
- if you have an ANZ card linked to your ANZ V2+Broking account:
  - by withdrawing cash at an ATM that accepts the card;
  - (where the other account is also linked to the card) by transferring funds to another ANZ account at an ANZ ATM in Australia; or
  - by making a cash withdrawal or purchase via EFTPOS where permitted by the operator of the terminal; or
- in any other way we allow.

If you have an ANZ Access card linked to your account you can authorise transactions in the following ways.

- by using your ANZ Access card, alone or together with your PIN, in conjunction with any electronic equipment or terminal; or
- by using your ANZ Access card at a contactless terminal.

When you authorise a transaction made using your ANZ Access card:

- you are confirming the validity of the amount of the transaction, that is, the transaction correctly represents the purchase price of the goods or services obtained, or the amount of the cash withdrawal; and
- the account holder is agreeing to pay (in Australian dollars) the amount of that transaction.

When financial products are purchased on your behalf by CMC Markets, the funds for the purchase will be debited to

<sup>1</sup> BPAY® Payment means a payment made via the BPAY® Payments service provided by BPAY Pty Ltd.

your ANZ V2+Broking account by CMC Markets. Other funds required to be paid by you for dealings in financial products on your behalf by CMC Markets will also be debited to your account. Your account may also be debited for the purposes of paying any fees and charges due to CMC Markets under the CMC Markets Stockbroking Terms and Conditions or associated Financial Services Guide, or due to your adviser (or, if applicable, the person or entity that appointed your adviser to act as their representative in relation to your CMC Markets Trading Account) under the terms and conditions between you and the adviser (or other person or entity, as relevant). You authorise us to authorise the debit of your ANZ V2+Broking account to pay these amounts to CMC Markets, your adviser or other applicable person on your behalf.

If we allow you to make withdrawals in other ways, we can set further terms and conditions for those withdrawals. If you want to make a withdrawal at an ANZ branch that is not the one your account is held at, we may set a limit on the amount you can withdraw each day. We may also otherwise impose limits on the amount of cash withdrawals that may be made over the counter at any ANZ branch. Please ask at the branch or call the ANZ V2 PLUS Service Centre for details of any limits that apply.

### **2.3A OTHER WAYS YOU CAN TRANSACT**

Despite any other provision in these terms and conditions, we may permit you to make deposits to or withdrawals from your ANZ V2+Broking account at an agent, contractor or service provider of us. Where such deposits or withdrawals are permitted by us, the time for processing the relevant credits or debits to your ANZ V2+Broking account may vary. Limits may also be imposed on the amount or types of deposits or withdrawals that may be made at an agent, contractor or service provider. Details of any processing times and limits will be published on [www.anz.com/personal/ways-bank/](http://www.anz.com/personal/ways-bank/)

## **2.4 CHEQUES**

### **How long does it take for a cheque to clear?**

You should allow three to seven working days for a cheque that you deposit to your account to clear.

We may allow you to draw on the cheque before it has cleared. However, if this would mean that your account would be overdrawn, we will only allow the drawing in the circumstances contemplated by Section 2.12.

You can request a cheque that is deposited to your account to be cleared more quickly than usual by asking for a 'special clearance'.

### **What if a cheque that is deposited to your account is dishonoured?**

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).

### **What happens to an original cheque that is drawn on us once it has cleared?**

We will destroy the original cheque but keep a copy of it for:

- 13 months if the cheque is for less than \$200; or
- seven years if the cheque is for \$200 or more.

### **When might a cheque be dishonoured or payment refused?**

We may dishonour a cheque or refuse payment for the following reasons:

- there is not enough money in the payer's account;
- the cheque has not been signed;
- the cheque is more than 15 months old;
- the cheque has a future date on it;
- the cheque has been altered in a material way and the alteration has not been signed;
- law prevents the cheque from being paid;
- the cheque has been stopped; or
- the payer's bank has been notified that the account holder is unable to manage their own affairs, is bankrupt or has died.

### **What if a cheque is lost or stolen?**

You should keep your cheques safe at all times.

If a cheque is lost or stolen, you must do the following.

- If a cheque made payable to you is lost or stolen, you must tell the person who wrote the cheque
- If a cheque you have requested from us is lost or stolen, you must ask us to stop the cheque and you must tell the person to whom the cheque is payable



### **‘Crossed’ cheques**

A cheque with two parallel lines across it is a ‘crossed cheque’. A crossed cheque must be paid into an account with a bank or other financial institution. It cannot be cashed.

### **‘Not negotiable’ cheques**

If the words ‘Not Negotiable’ are written between the two parallel lines on a crossed cheque, this protects the true owner of a cheque that is lost or stolen by making sure that the recipient of a cheque obtains no better rights to the cheque than the person who passed the cheque.

For example, if your cheque has been stolen and the thief passes it on to an innocent person, you will be able to recover the amount paid on your cheque from the innocent person (or the thief if they are found). This is because the thief had no right to the cheque and so passed no rights to it on to the innocent person.

### **‘Account payee only’**

If you write these words on a cheque, you are directing the bank collecting the cheque to pay the cheque into the account of the person named on the cheque only.

### **Cheques made payable to someone else**

If you try to pay in or cash a cheque that is, or appears to be, made payable to, or belong to, someone else, we may refuse to accept that cheque, refuse to cash that cheque or set some conditions that you must meet before we accept it.

### **Stopping a cheque**

You can stop a cheque that you have requested from us by posting or faxing a request to the ANZ V2 PLUS Service Centre before the cheque is honoured. You will need to specify the amount of the cheque and the date on it.

If you have lost a cheque you received from someone else, tell that person so they can stop the cheque.

### **Bank cheques**

Bank cheques are cheques instructing payment from the bank itself rather than from a customer’s account.

As an ANZ account holder, you can buy a bank cheque for a fee. We can dishonour a bank cheque if:

- the bank cheque is forged or counterfeit;
- the bank cheque has been altered;

- fraud or another crime has been committed;
- we have been told that the bank cheque has been lost or stolen;
- there is a court order restraining us from paying a bank cheque;
- we have not received the fee or value for the bank cheque; or
- the bank cheque is presented by a person who is not entitled to the cheque proceeds.

If a bank cheque we have issued is lost or stolen, we will, in certain circumstances, provide a replacement cheque for a fee.

## 2.5 INTEREST RATE

The annual credit interest rate at which interest will accrue on the positive balance of your ANZ V2+Broking account will be the ANZ V2+Broking Interest Rate (as subsequently amended by us in accordance with these terms and conditions).

The daily interest rate is the applicable annual interest rate divided by the number of days in a year (usually 365, but 366 in a leap year).

We may make changes to the interest rate applicable to your ANZ V2+Broking account (including by making changes to the ANZ V2+Broking Interest Rate) in accordance with Section 2.13.

You can find out the current ANZ V2+Broking Interest Rate phoning the ANZ V2 PLUS Service Centre.

## 2.6 INTEREST PAYMENTS

Credit interest will accrue daily on the positive balance of your ANZ V2+Broking account as at the end of the day at the applicable daily interest rate, as explained above, provided that, unless we agree otherwise, interest will not accrue in respect of any day on which the closing balance of your account is less than \$5,000.

We will pay accrued interest to you on the first day of January, April, July and October. We will also generally pay any outstanding accrued interest to you when you close or withdraw all funds from your account. The interest that is credited to your account on a particular day will not generally include the interest accrued in respect of that day.

All interest payments will be paid to your ANZ V2+Broking account.

## **2.7 ACCOUNT STATEMENTS**

We will provide you with a statement for your account at least once every six months and more often (quarterly or monthly) if either you ask or we require. You should keep these statements for tax purposes.

You can ask for a statement showing all transactions and interest paid for a specific period, or for an audit certificate. You may have to pay a fee for this service.

You must carefully check your statements. If you think there are mistakes or unauthorised or disputed transactions shown on a statement, you must notify the ANZ V2 PLUS Service Centre as soon as possible.

Scheme operating rules impose time limits for raising a dispute. Generally under these scheme rules ANZ must lodge a fully detailed claim on your behalf within 120 days. For transactions executed using the EFTPOS system (which will include all ANZ Access card transactions), longer time limits may apply. We recommend that you raise your dispute with us as soon as possible, so that we have sufficient time to get all of the information and documents ready to lodge a claim within the time limit. If you do not notify us of your disputed transaction and provide us with all necessary details in time for ANZ to meet this deadline, ANZ may not be able to assist you in having the disputed transaction reversed.

In some cases, such as where the ePayments Code applies, these time limits may not apply, however you should still let us know about your dispute as soon as you can.

## **2.8 DIRECT DEBITS, RECURRING PAYMENTS AND PERIODICAL PAYMENTS**

A direct debit is a payment that you have authorised a merchant to collect from your ANZ V2+Broking account and that you arrange through the merchant by providing your account number and branch number (BSB).

You will need to establish any direct debit arrangements directly with the relevant merchant. The ANZ V2 PLUS Service Centre cannot arrange direct debits for you.

A recurring payment is a payment that you have arranged via ANZ Internet Banking to be paid on a repeating basis from your ANZ V2+Broking account.

A periodical payment is a payment (other than a recurring payment) that you have arranged with us to be paid on a repeating basis from your ANZ V2+Broking account by reference to your account number and branch number (BSB).

You may establish a periodical payment facility by completing a periodical payment request form and posting or faxing it to the ANZ V2 PLUS Service Centre or lodging it at an ANZ branch (which will forward it to the ANZ V2 PLUS Service Centre), or by any other means that we allow.

## **2.9 STOPPING RECURRING PAYMENTS, PERIODICAL PAYMENTS AND DIRECT DEBITS**

If you have established a recurring payment facility, you may use ANZ Internet Banking to stop or change a recurring payment on the facility, or cancel the facility, at any time before the relevant recurring payment is made.

If you have established a periodical payment facility, you can tell us to stop or change a periodical payment on the facility, or cancel the facility, by contacting the ANZ V2 PLUS Service Centre by phone at least two business days before the relevant periodical payment is due to be made. We may ask you to send written confirmation of your instruction before implementing it.

In certain cases we may be able to block a particular direct debit, or direct debits by a particular merchant, at your request, provided the request is made at least two banking days before the payment is due to be made.

You may notify us of your request to block a direct debit by contacting the ANZ V2 PLUS Service Centre by phone. We may ask you to send written confirmation of your instruction before implementing it.

Blocking one or more direct debits may cause the merchant concerned to stop providing the relevant goods and services or may result in liability for you under any contract between you and the merchant. You should make alternative payment arrangements with the merchant if necessary.

## 2.10 PROCESSING OF WITHDRAWALS AND DEPOSITS GENERALLY

The date on which withdrawals and deposits are applied to your account may differ, depending on the nature of the withdrawal or deposit. Deposits and other credits (including credits for returns of purchased goods) will not be treated as made until the date on which those deposits or other credits are applied to your account in the ordinary course of business. Generally, deposits and withdrawals will be applied to your account, and will be effective, on the date of processing.

Except as otherwise noted below, any withdrawal or deposit made via an ANZ ATM (excluding cheque deposit transactions), ANZ EFTPOS, ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking will be applied to your account on the date on which it is made, provided (if that date is a business day) the transaction is made before the following times, as relevant:

- 9.45pm Melbourne time for ANZ ATMs (excluding cheque deposit transactions); and
- 9.30pm Melbourne time for ANZ EFTPOS transactions.

Any relevant transaction made after the applicable time on a business day may be applied to your account on the next business day. Any transaction that occurs on a non-business day will be processed and applied to your account on the next business day. However, a withdrawal will in all cases reduce the amount of available funds in the account on the day it is made.

Withdrawals conducted via another financial institution (including via a non-ANZ ATM or non-ANZ EFTPOS terminal) will be processed and applied to your account in accordance with the cut-off time agreed between us and that financial institution (or their representative), and may be different to the above.

If a recurring payment or periodical payment is due to be paid on a non-business day, the payment will be made on the next business day, unless you ask us to make the payment on a later business day.

Cheque deposits made at an ANZ ATM will usually take up to seven business days to be applied to your account (and will be subject to the terms and conditions applying to cheques in Section 2.4).

If you make a deposit at another bank or financial institution, there may be a delay of several days before that amount is applied to your account.

You should note that the date at which a payment from your account is applied to your account may be different from the date on which it is processed as a payment to the payee. Generally, and except as otherwise noted in these terms and conditions, any payment made via an ANZ ATM, ANZ EFTPOS, ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking will be processed as a payment to the payee on the date on which it is made, provided the transaction is made before the following times, as relevant:

- the times listed above on a business day for ANZ ATMs and ANZ EFTPOS;
- the following times on a business day for funds transfers made via ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking:
  - 8pm Melbourne time for funds transfers to a non-ANZ account in Australia;
  - 9.30pm Melbourne time for international funds transfers; and
  - 10.30pm Melbourne time for funds transfers to a linked ANZ credit card account; and
- 6pm Melbourne time on a day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia when making a BPAY® Payment.

Any relevant payment made after the applicable time on a business day, or at any time on a non-business day, may not be processed by us as a payment to the payee until the following business day.

If we receive a message through the New Payments Platform<sup>2</sup> 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 will reverse the transaction by taking the amount from your account.

<sup>2</sup> New Payments Platform means the new payments platform operated by NPP Australia Limited.

If a payment from your account is eligible to be processed through the New Payments Platform, including through Osko<sup>3</sup>, it may be processed as a payment to the payee in near real time, including on a non-business day, and in that case will be applied to your account effective on the date on which it is processed. In the case of a recurring payment that is due to be paid on a non-business day, this means that the payment will be made on that day if processed in near real time through the New Payments Platform.

If the New Payments Platform cannot be used for any reason, we will try to make the relevant payment from your account through other available payments systems, and the other terms of this Section 2.10 will apply. You should always allow sufficient time for payments from your account to be received by the payee if they cannot be made using the New Payments Platform or Osko<sup>3</sup>.

## **2.10A ADJUSTMENTS TO YOUR ACCOUNT BALANCE**

The date on which a transaction is processed to your account may differ from the date on which the transaction occurred.

We may also subsequently adjust a debit or credit to your account 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 those circumstances, we may make consequential adjustments to the balance of your account, including with respect to accrued interest or interest that has already been credited or debited to your account.

## **2.11 PAYMENT PROCEDURES**

We may process transactions received by us on a particular day in any order we see fit. This means that the order of processing transactions on a day may vary from the order in which transactions are made on that day or are received by us on that day.

## **2.12 OVERDRAWING YOUR ACCOUNT**

It is a condition of your ANZ V2+Broking account that you do not overdraw your account. However, if a debit would mean your account is overdrawn, and both the debit and the

<sup>3</sup> Osko<sup>®</sup> means the Osko<sup>®</sup> payment service provided by BPAY Pty Ltd using the New Payments Platform.

account holder satisfy our criteria for the Informal Overdraft facility, we may allow the debit to be processed using the Informal Overdraft facility. For example, we may allow a debit to be processed to facilitate the purchase of financial products through your CMC Markets Trading Account.

### **Debit interest charged**

Debit interest will accrue daily on the overdrawn balance of your account 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 ANZ Retail Index Rate plus a margin, divided by the number of days in the year (usually 365, but 366 in a leap year). Refer to the 'ANZ Personal Banking Account Fees and Charges' booklet, under 'Associated Account Fees and Charges', for details of the margin. The ANZ Retail Index Rate is published on [www.anz.com](http://www.anz.com).

Accrued debit interest will be debited to your account on the first business day of each month, or with such other frequency as agreed by you or determined by us in accordance with Section 2.13. The interest that is debited to your account on a particular day will not include the debit interest accrued in respect of that day.

### **Repayment**

Where you have obtained an Informal Overdraft, you must:

- immediately repay the amount of the Informal Overdraft, where it arises as a result of the purchase of financial products through your CMC Markets Trading Account; and
- repay in full the overdrawn balance of your account (including as a result of any subsequent Informal Overdrafts) by the day that is 7 days after the day on which the Informal Overdraft was debited to your account, or earlier upon demand by us or CMC Markets. The overdrawn amount may include any interest debited to your account during the relevant period in relation to any relevant Informal Overdraft.

### **Sale of financial products**

Where you have obtained an Informal Overdraft in connection with the purchase of financial products through your CMC Markets Trading Account, and you do not repay the amount of the Informal Overdraft within two business days after you obtained it, you acknowledge and agree that:



- CMC Markets may sell any financial products sponsored by CMC Markets and we may use the funds from the sale of those financial products to reduce the overdrawn balance of your account and any accrued debit interest that has not yet been debited to your account (whether or not the overdrawn balance or accrued debit interest relates to the Informal Overdraft obtained in connection with the purchase of financial products);
- the financial products to be sold and the timing of such sale is at CMC Markets' absolute discretion and CMC Markets is not obliged to wait for favourable market conditions before implementing such sale; and
- the sale of financial products will be at your risk and expense.

Any shortfall from the sale of the financial products by CMC Markets will remain a debt due by you to us, in respect of which you indemnify us and in relation to which this Section 2.12 will apply.

### **General**

Other than the Informal Overdraft facility, we do not agree to provide any credit in respect of your account without prior written agreement.

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.

In these Terms and Conditions:

- 'Informal Overdraft' means an amount advanced to you under, or that is otherwise debited to your account pursuant to, the Informal Overdraft facility; and
- 'Informal Overdraft facility' means the informal short-term credit facility we provide to you when a debit to your account would mean your account is overdrawn, 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.

## 2.13 CHANGES TO FEES, CHARGES AND INTEREST

We may make changes to the terms and conditions of your account relating to fees, charges and interest, as set out in the table below. The table sets out how and when we will give you notice of such changes. In the table, a reference to notice in writing is to notice by any notification method allowed by these terms and conditions 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.

| Type of change  | Minimum number of days notice | Method of notice                     |
|---|-------------------------------|--------------------------------------|
| Introduce a new fee or charge   | 30 days                       | In writing                           |
| Increase an existing fee or charge  | 30 days                       | In writing or by press advertisement |
| Change the method by which interest is calculated or the frequency with which interest is debited or credited | 30 days                       | In writing                           |
| Change the interest rate that applies to your account   | Day of the change             | In writing or by press advertisement |
| Change the name of interest rates, accounts or publications   | Day of the change             | In writing or by press advertisement |

The rights mentioned above should be read as if they are each a separate right even though they are set out in the one table.

Despite this clause, we will always give you notice in accordance with any applicable laws or industry codes (such as the Banking Code of Practice), or any other terms and

conditions applicable to your account, which require any minimum notice periods or specific methods of notification.

### **2.13A CHANGES TO OTHER TERMS AND CONDITIONS**

We may make any other change to the terms and conditions of your account by giving you reasonable notice of the change.

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 neutral effect on your obligations;
- the change reduces your obligations; 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.

We may give you notice of the change by any notification method allowed by these terms and conditions or 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.

Despite this clause, we will always give you notice in accordance with any applicable laws or industry codes (such as the Banking Code of Practice), or any other terms and conditions applicable to your account, which require any minimum notice periods or specific methods of notification.

### **2.14 TRANSFER OF RIGHTS**

We may, without telling you or obtaining your consent:

- assign any of our rights under the terms and conditions of your account; and
- give information about the terms and conditions of your account and your obligations under it to any assignee of our rights under those terms and conditions, or anyone who is considering becoming an assignee.

## 2.15 INACTIVE ACCOUNTS

If you have not operated your account for seven years and your account balance is greater than \$0 and less than \$500, we will be entitled to close your account without further notice.

If you do not operate your account for seven years or more and your account balance is \$500 or more, we may be required by law to send your money to the Government as unclaimed money. While you can reclaim your money at any time, we suggest you operate your account regularly to avoid this inconvenience.

## 2.16 DISRUPTION TO SERVICE

Please allow sufficient time when planning transactions. You should bear in mind that occasionally a banking service may be disrupted. A 'disruption' is where a service is temporarily unavailable or where a system or equipment fails to function in a normal or satisfactory manner. We will correct any incorrect entry which is made in your account as a result of a disruption and will adjust any fees or charges which have been applied as a result of that incorrect entry. To the maximum extent permitted by law, we will not be liable for any loss or damage, including consequential loss or damage, suffered because of a disruption.

This disclaimer of liability does not apply to electronic banking transactions (see Section 8 about the conditions which apply to those transactions). This disclaimer is in addition to, and does not restrict, any other provisions contained in these Terms and Conditions which limits our liability.

## 2.17 INDEMNITY

Each account holder and signatory, discharges and indemnifies us from and against all actions, proceedings, accounts, claims, demands, losses and damages arising from or in any way relating to us in good faith:

- acting on instructions received by mail or electronic means (whether by facsimile, telephone, internet, ATM or EFTPOS) which are, or are purported to be, given or signed by the account holder, the adviser, an authorised representative or an authorised third party signatory or, in the case of joint account holders, by any of them; and

- releasing information about the account holder or the account to the adviser, any authorised representative or third party signatory appointed by the account holder.

## **2.18 ANTI-MONEY LAUNDERING AND SANCTIONS**

You agree that we may delay, block or refuse to process any transaction without incurring any liability if we suspect that the transaction:

- may break any law or regulation in Australia or any other country;
- 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; or
- may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

You must give us all the information we reasonably needs to manage anti-money laundering, or counter-terrorism financing and 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.

## **2.19 NO DEALING IN ACCOUNT**

Your rights in respect of your account are personal to you, and despite anything in these Terms and Conditions, a purported

dealing by you in relation to those rights (including by way of assignment, transfer, mortgage, charge, security interest, declaration of trust or otherwise) will not be effective to give anybody other than you any right or interest in your account as against us.

## SECTION 3. FEES AND CHARGES

### 3.1 BANK FEES AND CHARGES

#### 3.1.1 General

- (a) We reserve the right to charge your ANZ V2+Broking account with fees and charges for the provision and operation of the account. Specific account fees and charges applicable to your account are set out in Sections 3.1.2 and 3.1.3 below.
- (b) Other fees and charges may also apply to your account for other services or account activity. For information about those other fees and charges, please refer to the 'ANZ Personal Banking Account Fees and Charges' booklet, under 'Associated Account Fees and Charges', and to the 'ANZ Personal Banking General Fees and Charges' booklet, both of which are available from any ANZ branch or on-line at [www.anz.com](http://www.anz.com)
- (c) If we fail to collect a fee to which we are entitled, this does not remove our right to collect the fee at a later date, or for future transactions of the same nature.

If you have any general inquiries about this booklet or the terms and conditions contained within it, or simply need more information about any ANZ account, please ask at any ANZ branch or phone our ANZ V2 PLUS Service Centre.

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

#### 3.1.2 ANZ Transactions and Additional Transaction Fees

Free monthly ANZ Transactions:

- Internet Banking Transactions **Unlimited**
- Other ANZ Transactions (Staff Assisted, Electronic) **5**

Additional Transaction Fees per ANZ Transaction type:

- Staff Assisted Transactions **\$2.50**
- Electronic Transactions **50 cents**

For the purposes of the above, the following definitions and other key concepts apply.

**Free ANZ Transactions:** A reference to an ANZ Transaction being 'free' indicates that the ANZ Transaction is not subject to an Additional Transaction Fee only. While an ANZ Transaction may not attract an Additional Transaction Fee, it may still attract one or more of the fees and charges otherwise referred to in these Terms and Conditions. Except as otherwise noted, those other fees and charges are separate from, and apply in addition to, any Additional Transaction Fee.

**ANZ Transactions:** Includes Staff Assisted Transactions, Electronic Transactions and Internet Banking Transactions, but excludes those transactions noted as Excluded Transactions below.

**Additional Transaction Fees (formerly Excess Withdrawal Fees):** Apply once you have fully utilised your free ANZ Transaction quota for a monthly cycle (as applicable). Additional Transaction Fees are aggregated and debited to your ANZ V2+Broking account monthly based on the number and type of relevant additional ANZ Transactions processed to your account on or before the last day of the monthly cycle and after the end of the previous monthly cycle (or, for the first monthly cycle, since the account was opened). See Fee Charging Date below for details of when these fees are debited to your account.

**Fee Charging Date:** Additional Transaction Fees will be debited to your ANZ V2+Broking account on the last business day of each calendar month. The monthly cycle for assessing the number of free ANZ Transactions that apply to your account and the number of additional ANZ Transactions on your account for which Additional Transaction Fees may be charged will be determined on the same basis.

**Staff Assisted Transactions:**

- A cash withdrawal from your ANZ V2+Broking account made over the counter at an ANZ branch, whether using a card or not.

- A transfer from your ANZ V2+Broking account to another account (including a non-ANZ account) made over the counter at an ANZ branch, whether using a card or not.
- A transfer from your ANZ V2+Broking account made over the telephone (excluding via ANZ Phone Banking) pursuant to a funds transfer authority.
- A withdrawal from your ANZ V2+Broking account that ANZ permits you to make in person at the premises of an agent, contractor or service provider of ANZ.

#### Electronic Transactions:

- A cash withdrawal from your ANZ V2+Broking account made at an ANZ ATM in Australia.
- A transfer from your ANZ V2+Broking account to another ANZ account made at an ANZ ATM in Australia.
- A cash withdrawal or purchase made via EFTPOS within Australia from or using your ANZ V2+Broking account.
- A transfer from your ANZ V2+Broking account to another account (including a non-ANZ account) made via ANZ Phone Banking, including a BPAY® Payment and a Pay Anyone transaction.

#### Internet Banking Transactions:

- A transfer from your ANZ V2+Broking account to another account (including a non-ANZ account) made via ANZ Internet Banking, including a BPAY® Payment, a Pay Anyone transaction and a recurring payment.
- A BPAY® Payment from your ANZ V2+Broking account made via ANZ Mobile Banking.

Excluded Transactions: The following transactions are not ANZ Transactions and therefore do not count towards your monthly free ANZ Transaction quota, and are not charged Additional Transaction Fees:

- Balance enquiries on your ANZ V2+Broking account at ANZ ATMs or non-ANZ ATMs.
- Withdrawals from your ANZ V2+Broking account at non-ANZ ATMs.
- EFTPOS transactions outside Australia on your ANZ V2+Broking account.



- Periodical payments from your ANZ V2+Broking account.
- Direct debits from your ANZ V2+Broking account.
- Debits from your ANZ V2+Broking account by CMC Markets for dealings in financial products or for payment of fees and charges due to CMC Markets or your adviser (or, if applicable, the person or entity that appointed your adviser to act as their representative in relation to your CMC Markets Trading Account).

However, while a transaction may not be an ANZ Transaction and therefore not attract an Additional Transaction Fee, it may still attract one or more of the fees and charges otherwise referred to in these Terms and Conditions. Except as otherwise noted, those other fees and charges are separate from, and apply in addition to, any Additional Transaction Fee.

### **3.1.3 Overseas Transaction Fee**

An Overseas Transaction Fee of 3% of the value of any International Transaction may be charged on your ANZ V2+Broking account.

For the purpose of the Overseas Transaction Fee, an International Transaction is any purchase (including a purchase of items directly convertible to Australian currency cash), cash withdrawal or credit (including a refund or reversal in respect of a purchase) processed to your ANZ V2+Broking account:

- in a currency other than Australian currency; or
- where the merchant or financial institution making or processing the debit or credit is outside of Australia; or
- which is considered by Visa, MasterCard or American Express to require conversion into Australian currency (for example, where the debit or credit is submitted on behalf of a merchant to a financial institution by an intermediary that is outside of Australia).

For an International Transaction using an ATM, the Overseas Transaction Fee is calculated on the value of the International Transaction and any ATM operator fee that applies to the International Transaction. The Overseas Transaction Fee is debited to your ANZ V2+Broking account at the same time as the debit or credit is processed to your account.

It may not always be clear to you when use of your ANZ V2+Broking account is an International Transaction, for

example where the merchant or financial institution making or processing a debit or credit is located outside of Australia.

The Overseas Transaction Fee referred to in this Section 3.1.3 applies to the exclusion of the Overseas Transaction Fee referred to in the 'ANZ Personal Banking Account Fees and Charges' booklet, under 'Associated Account Fees and Charges'.

## **3.2 GOVERNMENT CHARGES**

Any Government charges or duties you must pay for using the account will be taken straight from your account and shown on your account statement. These charges may vary according to State or Territory.

Government charges will be deducted every three months from the account balance or any interest.

For further information about any applicable Government charges, please visit any ANZ branch or call the V2 PLUS Service Centre.

## **3.3 CMC MARKETS' AND ADVISER'S OR INTERMEDIARY'S FEES AND CHARGES**

CMC Markets may impose fees and charges for services or activity relating to your CMC Markets Trading Account. Please refer to the CMC Markets Stockbroking Terms and Conditions and associated Financial Services Guide issued by CMC Markets. Your adviser (or, if applicable, the person or entity that appointed your adviser to act as their representative in relation to your CMC Markets Trading Account) may also impose fees and charges for activity relating to your CMC Markets Trading Account. Please refer to the terms and conditions between you and the adviser (or other person or entity, as relevant), including the associated Financial Services Guide.

Your ANZ V2+Broking account may be debited for the purposes of paying any of those fees and charges.

## SECTION 4. DISCLOSURES

### 4.1 MONITORING ENQUIRIES AND TRANSACTIONS

We may, at our discretion, monitor and/or record enquires made over the telephone. This is done for quality, verification, security and training purposes.

### 4.2 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 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;
- 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 account.

If you do not want us to tell you about products or services, phone our Contact Centre or the ANZ V2 PLUS Service 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 the ANZ V2 PLUS Service Centre or visit any ANZ branch for a copy of Our Privacy Policy.

## **Our 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.

# **SECTION 5. COMPLIMENTS, SUGGESTIONS AND COMPLAINTS**

## **5.1 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.

## **5.2 PROVIDING FEEDBACK**

### **Step 1 Customer Service area**

*You are encouraged to contact your adviser in the first instance regarding complaints or feedback in relation to your ANZ*

*V2+Broking account. Your adviser will be able to pursue the matter on your behalf.*

Our customer service team is your first point of contact for raising complaints or providing feedback in relation to your ANZ V2+Broking account. Talk to staff at your local ANZ branch or Business Centre, or call the ANZ V2 PLUS Service Centre. We will do our best to help resolve any issues you may have.

- **Phone:** the ANZ V2 PLUS Service 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 in relation to your ANZ V2+Broking account, 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'

## **5.3 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:

- our Customer Advocate; or
- the Australian Financial Complaints Authority, which is an external dispute resolution scheme.

## **Our Customer Advocate**

Our Customer Advocate provides an impartial review to help you reach an outcome that is fair to both you and us.

- **Phone:** +61 3 8654 1000
- **Mail:** ANZ Customer Advocate  
Level 6/833 Collins St, Docklands VIC 3008
- **Email:** customeradvocate@anz.com

## **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. Before AFCA can investigate your complaint, you are generally required to have first provided us with the opportunity to resolve it. In most cases you have two years to lodge a dispute once you have received a final outcome from us.

The contact details of AFCA are as follows:

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



## **SECTION 6. ELECTRONIC BANKING**

### **6.1 ELECTRONIC BANKING**

Please refer to the ANZ Electronic Banking Conditions of Use in Section 8 if you conduct electronic transactions on your account.

### **6.2 EFTPOS**

EFTPOS stands for Electronic Funds Transfer at Point of Sale. This retail facility allows you to debit the cost of your purchase to selected ANZ accounts linked to a card. Depending on the retailer, you may also be able to withdraw cash from your account.

### **6.3 MAESTRO AND CIRRUS**

MAESTRO and CIRRUS are international EFTPOS and ATM networks, which enable customers to access available funds in their ANZ accounts by using their ANZ Access card or linked ANZ MasterCard whilst overseas.

### **6.4 FEES AND CHARGES, MAESTRO AND CIRRUS**

Transaction fees and overseas transaction fees apply for the use of CIRRUS ATMs and MAESTRO EFTPOS overseas. If the amount of the transaction is more than your available balance (including any approved overdraft or credit limit) and we do not process the transaction in accordance with Section 2.12, the transaction may be rejected and the fees referred to above will not be charged. At overseas CIRRUS ATMs, you cannot use your ANZ Access card or ANZ MasterCard card to make deposits or transfer funds between linked accounts.

### **6.5 SURCHARGING, MAESTRO AND CIRRUS**

A surcharge may be imposed for making a withdrawal from some ATMs overseas or using some EFTPOS terminals overseas. Surcharges will not appear as a separate item on the account statement, but will be included in the total transaction amount shown.

## **6.6 EXCHANGE RATES AND CONVERSION, MAESTRO AND CIRRUS**

All charges, purchases and cash advances will be processed through MasterCard International Incorporated using conversion rates set in accordance with its rules as at the date those transactions are processed by MasterCard International Incorporated. This means that:

- transactions in United States dollars will be converted into Australian dollars; and
- transactions in other currencies will first be converted into United States dollars and then converted into Australian dollars.

In most cases, the conversion rate applied to refunds of a transaction will be different to the conversion rate applied to the original transaction.

## **6.7 DAILY WITHDRAWAL LIMIT (NOT APPLICABLE TO THE PURCHASE OF FINANCIAL PRODUCTS BY CMC MARKETS)**

Unless you have made special arrangements with your branch for a different limit, your combined ATM, EFTPOS, MAESTRO and CIRRUS daily\* withdrawal limit is AUD\$1,000 per ANZ card. This means you can use your ANZ card to withdraw a total of AUD\$1,000 per day\* from the account(s) linked to the card via ATMs and EFTPOS facilities, provided your account(s) contain sufficient funds (or an overdraft facility is available). In the event of a system failure, the daily\* withdrawal limit is AUD\$200.

This does not apply to the amount that CMC Markets may debit to your ANZ V2+Broking account in order to purchase or sell financial products at the instruction of your adviser.

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

## **6.8 PLUS**

PLUS is an international ATM network through which you can access funds in your linked ANZ V2+Broking account by using your ANZ Visa card and PIN while overseas.

If you have not previously agreed in writing to accept these terms and conditions, first use of your ANZ Visa card overseas at a PLUS ATM will automatically constitute your agreement to these terms and conditions.

At overseas PLUS ATMs, you cannot use your ANZ Visa card to make deposits or transfer funds between linked accounts. When you use your ANZ Visa card to access a linked ANZ account, you can usually access funds from either your linked primary savings or cheque account\*. However, some overseas ATMs do not offer this choice:

- If you have both primary savings and primary cheque accounts linked to your card, when you press 'debit' the ATM will automatically select your primary savings account;
- Some ATMs have no account selection facility at all. In this case, the ATM will automatically select a cash advance from your ANZ Visa credit card account if you proceed with the transaction.

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

## **6.9 FEES AND CHARGES, PLUS**

Transaction fees and overseas transaction fees apply for the use of PLUS ATMs overseas. If the amount of the transaction is more than your available balance (including any approved overdraft or credit limit) and we do not process the transaction in accordance with Section 2.12, the transaction may be rejected and no fees will be charged.

## **6.10 SURCHARGING, PLUS**

Some overseas ATM locations may impose a surcharge when you use their ATM to make a withdrawal.

Surcharges will not appear as a separate item on the account statement, but will be included in the total transaction amount shown.

## **6.11 EXCHANGE RATES AND CONVERSIONS, PLUS**

All transactions will be converted into Australian dollars by Visa International in accordance with its rules. Transactions will either be converted directly to Australian Dollars or will be

first converted from the currency in which the transaction was made to United States Dollars and then converted to Australian Dollars. The conversion rate used is a wholesale market rate selected by Visa International from a range of wholesale rates one day before Visa International processes the transaction.

In most cases, the conversion rate applied to refunds of a transaction will be different to the conversion rate applied to the original transaction.

### **6.11A KEEPING YOUR ANZ ACCESS CARD AND PIN SECURE**

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

In relation to your ANZ Access card, you must:

- sign the back of your card immediately upon receipt;
- on the expiry date destroy your card by cutting it (including any chip on the card) diagonally in half;
- not let anyone else use your card;
- take reasonable steps to protect your card from loss or theft; and
- notify us immediately if you become aware that your card has been lost or stolen.

The Electronic Banking Conditions of Use in Section 8 set out additional security requirements in relation to electronic access processes, including your ANZ Access card and PIN.

### **6.11B WHAT HAPPENS IF YOUR ANZ ACCESS CARD IS LOST OR STOLEN?**

The best way to notify us is to phone us on the numbers listed at the back of this booklet.

Alternatively, or if our telephone reporting service is unavailable, you should report the loss or theft to any ANZ branch. When a telephone report is made, we will give you a notification number or some other form of acknowledgement. You should retain this as evidence of the time and date of your report.

If you report that an ANZ Access card has been lost or stolen, the card will be cancelled as soon as the report is made. This means that you must not use the card once the report is made. For example, if you report your ANZ Access card has been lost

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

We may issue you with a new ANZ Access card.

These terms and conditions will apply to your replacement ANZ Access card.

The account holder may be liable for transactions for which you did not give authority if they occur before the report relating to your ANZ Access card is received by us, but liability will not exceed \$150. However, if you have contributed to the loss by unreasonably delaying reporting to us the loss or theft of your card, the account holder may be liable for transactions for which you did not give authority incurred before the report is received by us.

This liability does not apply to transactions involving the use of an electronic access process, including your card and PIN. You should read the Electronic Banking Conditions of Use in Section 8 to understand your liability in the event of unauthorised use of an electronic access process, including your card and PIN.

## **6.12 LOST AND STOLEN CARD AND PIN WITHIN AUSTRALIA**

If your card or PIN is lost or stolen, or if your PIN has become known to someone else, you must notify us as soon as possible. The best way to minimise your liability is to contact us by telephone. Emergency telephone numbers are listed at the back of this booklet.

## **6.13 LOST AND STOLEN CARD AND PIN WHILE OVERSEAS**

If your card or PIN is lost or stolen, or if your PIN has become known to someone else, you must notify us as soon as possible. The best way to minimise your liability is to contact us by telephone. Emergency telephone numbers are listed at the back of this booklet.

- ANZ Access card  
We cannot issue you with an emergency replacement card and PIN until you return to Australia.
- ANZ MasterCard or ANZ Visa card

We can provide an emergency replacement card while you are overseas, however, you will not be able to use it in EFTPOS or ATM facilities until you have selected a new PIN for the card after you have returned to Australia. You will still be able to make purchases and obtain cash advances on your ANZ credit card account over the counter at institutions displaying the MasterCard or Visa logos/symbols.

## **SECTION 7. OTHER THINGS YOU NEED TO KNOW**

### **7.1 CHANGE OF NAME AND ADDRESS BY SIGNATORIES**

We will not be responsible for any errors or losses associated with changes to details where we have not received prior notice.

### **7.2 CLOSING YOUR ANZ V2+BROKING ACCOUNT**

You, your adviser (if appropriate level of access) or any other person authorised to close your account can close it at any time at an ANZ branch or by contacting the ANZ V2 PLUS Service Centre.

If your account is in credit when you close it, we will pay you the balance, including any accrued credit interest, less any fees and charges that apply. Periodical fees may apply even if the account has been open for only part of a period. If any amounts deposited to your account have not cleared at the time you close the account, we will not release those amounts until they have cleared.

If your account is in debit, you must pay, or make arrangements satisfactory to us for the payment of, the outstanding balance plus any accrued debit interest, fees and other charges (including contingent fees and charges) that apply at the time, before we will close your account.

When you close the account you must return any unused electronic cards which operate the account.

## **7.3 CLOSING YOUR CMC MARKETS TRADING ACCOUNT**

In the event that you or your adviser closes your CMC Markets Trading Account, your ANZ V2+Broking account will be closed on the terms set out in Section 7.2.

### **7.3A CLOSURE OR BLOCKING OF YOUR ANZ V2+BROKING ACCOUNT BY US**

We may close your account if we think that you have not used it appropriately or for any other reason we consider appropriate. If we intend to close your account on this basis, we will give you notice in writing. However, we will not give you prior notice before closing your account if we consider that immediate closure is necessary to protect us or you from suffering financial loss (for example, as a result of suspected fraudulent activity on the account). When the account is closed, we will send you a cheque for the net credit balance of the account.

We may block access to your ANZ account, and prevent all or specific transactions from being processed to your account, without notice where we consider this necessary to protect us or you from suffering financial loss (for example, as a result of suspected fraudulent activity on the account).

### **7.3B CANCELLATION OF AN ANZ ACCESS CARD**

ANZ Access cards remain our property at all times. A card holder may cancel their ANZ Access card at any time by notifying us.

When we cancel an ANZ Access card, or receive instructions to cancel an ANZ Access card, the card must not be used and must be returned to us cut diagonally in half (including any chip on the card).

The account holder:

- is responsible for the use of any ANZ Access card(s) and of the account until all cards are returned to us cut diagonally in half (including any chip on the card) or until the account holder has taken all steps to return the card(s) to us; and
- is responsible for any transactions debited to the account in accordance with any standing authority or any other authorised link to the account from an ANZ credit card, an ANZ Access card or ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking until the authority is cancelled in accordance with these terms and conditions.

Any standing authority given by you to other parties such as monthly debits for life insurance must be cancelled directly by you with the other party. You should provide new payment details to the party if you want to continue to make payment this way.

### **7.3C ANZ ACCESS CARD REISSUE AND REPLACEMENT**

At any time, we may issue a new ANZ Access card to you, provided the account holder has not previously requested us to revoke this authority. If your ANZ Access card becomes faulty or damaged, you may order a replacement card at any ANZ branch or by phoning the numbers listed at the back of this booklet. All such ANZ Access cards are issued subject to these terms and conditions. We reserve the right not to reissue an ANZ Access card to you.

### **7.3D CHIP**

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

## **7.4 FINANCIAL CLAIMS SCHEME**

You may be entitled to payment under the Federal Government's Financial Claims Scheme. Payments under the Financial Claims Scheme are subject to a limit for each depositor. Information about the Financial Claims Scheme can be obtained from <http://www.fcs.gov.au>.

## **SECTION 8. 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

**'Activation Code'** means the 4- to 7-digit temporary activation number issued to activate the ANZ Mobile Banking service.

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

**'ANZ Mobile Banking'** means each of the ANZ App, ANZ goMoney and Grow by ANZ (and any ANZ mobile banking application that succeeds or replaces any of those applications).

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

**'Banking Business Day'** means any day from Monday to Friday that is not a national public holiday.

**'BPAY® Payments'** means the BPAY® Payments service provided by BPAY® Pty Ltd.

**'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 accounts as a result of the user's error.

This does not include payments made using BPAY® Payments.

**'New Payments Platform'** means the new payments platform operated by NPP Australia Limited.

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

**'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.

**'Transaction'** means a transaction to which the ePayments Code applies or which is processed through the New Payments Platform.

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

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

Access levels for ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Banking Access levels:

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

Any electronic transaction made by you cannot be cancelled, altered or changed by you unless allowed by the applicable terms and conditions or this section.

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

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® instructions can only be revoked or changed if instructions to delete the transaction are given to ANZ through ANZ Internet Banking before midnight Sydney time on the ANZ Business Day (or, for Pay Anyone, the Banking Business Day) before the transaction is scheduled to occur.

After this time, the instruction cannot be revoked.

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

Any ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Banking transactions (other than a BPAY® Payment) will generally be processed to your account on the same day ANZ receives your instructions, if given before 10.00pm Melbourne time Monday to Friday (except national public holidays). Any transaction made after this time may be processed on the following ANZ Business Day.

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

### **Processing instructions – Pay Anyone and International Services**

ANZ will generally process Pay Anyone instructions:

- in near real time, or on the future date you have selected, if the Pay Anyone transfer can be made through the New Payments Platform or Osko®;
- if the Pay Anyone transfer cannot be made through the New Payments Platform or Osko®, in the following way:
  - If you do not ask us to make the transfer on a future date, on the day the instruction is given provided ANZ receives the instruction before 6pm Melbourne time on a Banking Business Day;
  - If you ask us to make the transfer on a future date, on that date provided it is a Banking Business Day (or if it is not, on the next Banking Business Day);
- for immediate international transfers, on the day the instruction is given provided ANZ receives the instruction before 6pm Melbourne time on a Banking Business Day.

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

- ANZ is not obliged to process your instructions; 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 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; and
- the account from 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.

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)

Subject to the 'Processing Instructions' conditions set out above:

- any BPAY® Payment made by you will be processed on the day you tell ANZ to make that BPAY® Payment if ANZ receives your instructions before 6pm Sydney time on a Banking Business Day (ANZ's cut-off time); and
- BPAY® Payment instructions received after 6pm Sydney time on a Banking Business Day, or on a day that is not a Banking Business Day, will be processed on the next Banking Business Day.

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

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

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

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.

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)**

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

### **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**

ANZ may cancel any card, CRN or electronic access at any time,

- without prior notice and in the case of credit cards, provide notice as soon as practicable after the credit card is cancelled. If the credit card account is closed, all credit cards issued in relation to that credit card account will also be cancelled; or
- without prior notice if:
  - ANZ believes that use of the card or electronic access may cause loss to the account holder or to ANZ;
  - the account is an inactive account;
  - all the accounts which the card may access have been closed;
  - the account has been overdrawn (other than by use of the Informal Overdraft facility), or you have exceeded your agreed credit limit;
  - if we become aware that you do not meet, or cease to meet, our eligibility criteria for the card, CRN or electronic access; or
  - otherwise on giving you not less than three months written notice.

ANZ may also at any time suspend your right to participate in the ANZ BPAY® Scheme.

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**

ANZ may withdraw your electronic access to accounts (including by BPAY®) without prior notice if:

- electronic equipment malfunctions or is otherwise unavailable for use;
- a merchant refuses to accept your card;
- any one of the accounts is overdrawn (other than by use of the Informal Overdraft facility, 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').

**Warning:** Users should avoid accessing ANZ Phone Banking through telephone services which record numbers dialled – or 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, 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;
- 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;
- arises from an unauthorised transaction that can be made using an account number without a password, PIN or Telecode or card. Where a transaction can be made using a card, or a card and an account number, 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 or account number 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 prearranged 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, or
- 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<sup>1</sup>**

### **(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 fraudulent payment under this 'Liability under the BPAY® Scheme' section or as a result of a BPAY® billing error and the ePayment Code applies, then your liability is limited to the lesser of:

- (i) the amount of that unauthorised or fraudulent 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 fraudulent payment.

<sup>1</sup> \* Registered to BPAY Pty Ltd ABN 69 079 137 518.

## **BPAY® Payments**

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

### **Unauthorised payments**

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

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

### **Fraudulent Payments**

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

### **Mistaken 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 and ANZ cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of ANZ attempting to do so, you must pay that amount to ANZ.

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**

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.

#### **(d) Indemnity**

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

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

### **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 funds are available and report is made within 10 business days**

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

- ANZ and the Receiving Bank are satisfied that a Mistaken Internet Payment has occurred; and
- ANZ is advised by the Receiving Bank that there are sufficient credit funds available in the account of the unintended recipient to cover the payment, the Receiving Bank must

forward the funds to ANZ no later than 10 business days after receiving our request to return the funds unless the payment was processed through the New Payments Platform or Osko®, in which case the Receiving Bank may return the funds.

### **Process where funds are available and report is made between 10 business days and 7 months**

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

- ANZ and the Receiving Bank are satisfied that a mistaken payment has occurred; and
- ANZ is advised by the Receiving Bank that there are sufficient credit funds available in the account of the unintended recipient to cover the payment; and
- the Receiving Bank prevents the unintended recipient from withdrawing the funds for 10 business days and during this period the unintended recipient does not establish that they are entitled to the funds,
- the Receiving Bank may forward the funds to ANZ following the expiry of the 10 business day period referred to above. Unless the payment was processed through the New Payments Platform or Osko®, the funds must be forwarded to ANZ within 2 business days of the expiry of this period.

### **Process where funds are available and report is made after 7 months**

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

- ANZ and the Receiving Bank are satisfied that a mistaken payment has occurred; and
- ANZ is advised by the Receiving Bank that there are sufficient credit funds available in the account of the unintended cover the payment; and
- the unintended recipient consents to return of the funds, the Receiving Bank may forward the funds to ANZ, unless the payment was processed through the New Payments Platform or Osko®, in which case the Receiving Bank may return the funds.

## **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 recovery of funds**

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

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 can complain to ANZ about how the report is dealt with. ANZ will deal with the complaint in accordance with this booklet.

### **Unintended recipients**

If you receive a Mistaken Internet Payment or a 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 withdraw the funds from your account without prior notice and return the funds to the payer's authorised deposit-taking institution.

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

- impose, remove or change your daily or other periodic limit on transactions, an account or electronic equipment (eg limits on the number or value of ATM withdrawals).

## **PayIDs**

A PayID is a smart address used to receive payments through the New Payments Platform instead of using your account number and BSB. 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 make payments to you through the NPP without having to enter your account number and BSB, where they are permitted to do so by their financial institution. You must 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) may be able to create, update, or close a PayID for 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, but you can create multiple PayIDs for each eligible account.

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 make a payment to 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 another facility we provide for this purpose. If you are transferring your PayID to another financial institution, they may also require you to take steps to complete the transfer. Once the PayID is linked to your new account, payments made to the PayID will be directed to that account.

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

If you change the mobile number or email address you are using as your PayID, or no longer have authority to use that PayID or link it to that account, you must update or close your PayID. You must tell us if your PayID Name no longer reasonably represents the account holder's name. You must also tell us if any other PayID information changes or you are no longer authorised to use the 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 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 account or cease to be authorised to operate the account.

When your PayID is locked, it cannot be updated or used to receive payments, 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 make payments to you using the PayID. 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.



## **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 receive payments through the New Payments Platform using a PayID, 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.

## **Who will receive your information and how is it used**

By creating a PayID, you consent to us collecting 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, to enable you to receive payments using the PayID service and for related purposes. You also consent to NPP Australia Limited sharing this information with other financial institutions, BPAY® Pty Ltd and their service providers to allow the PayID service to operate (for example, for users of the PayID service to make payments to you or 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 make a payment to 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) and section 4.2 of these terms and conditions.

## CONTACT DETAILS

The postal addresses and other contact details below are subject to change from time to time and do not form part of the terms and conditions for your ANZ V2+Broking account. You can check [www.anz.com](http://www.anz.com) for the latest information.

### Postal addresses

ANZ V2 PLUS Service Centre Locked Bag 3000  
Collins Street West Post Office  
Melbourne VIC 8007

### Customer enquiries

V2 PLUS Service Centre

You are encouraged to contact your adviser in the first instance regarding enquiries in relation to your ANZ V2+Broking account. Your adviser will be able to pursue the enquiry on your behalf or direct you appropriately.

The V2 PLUS Service Centre can also be contacted via the details below.

### Phone

1800 282 345  
+61 3 8699 6994 (international customers)  
(8am to 8pm Melbourne time, Monday to Friday)

### Fax

1800 671 800  
+61 3 9277 1 315 (international customers)

### General enquiries – Contact Centre

13 13 14  
+61 3 9683 9999 (international customers)  
Hearing and Speech impaired customers can utilise the TTY (telephone typewriter) service by calling 1300 366 255

### ANZ Internet Banking

13 33 50  
+61 3 9683 8833 (international customers)

### Lost or stolen cards, suspected unauthorised transactions or divulged passwords

1800 033 844; or  
Melbourne (03) 9683 7043  
(24 hours, 7 days a week)

### Lost, stolen or divulged passwords

For passwords used online, call 13 33 50  
For all other passwords, call 1800 033 844  
(24 hours, 7 days a week).



