

CONDITIONS OF USE | 12.11

ANZ

Containing terms and conditions for:

- ANZ Credit Cards
- ANZ Internet Banking
- ANZ Phone Banking
- BPAY®

## ANZ Consumer Finance - Contacts

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

For payments PO Box 607 Melbourne, Victoria 3001

Cardholder enquiries ANZ Cards 13 22 73

Hearing and Speech impaired customers can utilise the TTY (telephone typewriter) service by calling 1300 366 255

Lost or stolen cards, suspected unauthorised transactions or divulged PINs
24 hours a day, Melbourne (03) 9683 7047
Freecall™\* 1800 033 844

\* Free call from fixed lines only. Freecall™ is a registered trademark of Telstra Corporation Limited ABN 33 051 775 556

#### Lost or stolen cards

Cards lost in Australia or overseas can be promptly reported via the numbers listed above.

## Lost, stolen or divulged PINs

If you suspect that someone else knows your PIN, contact ANZ immediately. You can request a new PIN to be mailed to you by calling 13 22 27.

Emergency telephone numbers are also displayed on, or within the immediate vicinity of, all ANZ ATMs in Australia.

Lost, stolen or divulged passwords For passwords used on-line, call 13 33 50 For all other passwords, call 1800 033 844 (24 hours a day).

#### **Important Notice**

This document does not contain all the precontractual information required to be given to you.

These Conditions of Use do not apply to the ANZ Everyday Visa Debit. For more information about ANZ Everyday Visa Debit refer to the ANZ Everyday Visa Debit Product Disclosure Statement.

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- correctly represents the purchase price of the goods or services obtained, or the amount of the cash advance;
- (ii) the account holder is agreeing to pay (in Australian dollars) the amount of that transaction; and
- (iii) you agree that ANZ provides you with credit equal to the amount of the transaction on the date on which you make the transaction.
- (d) A PIN is not allocated for, or able to be used with, ANZ Frequent Flyer American Express, ANZ Frequent Flyer Gold American Express, ANZ Frequent Flyer Platinum American Express, ANZ Rewards American Express or ANZ Rewards Platinum American Express credit cards.

# (8.1) Anti-Money Laundering and Sanctions

- (a) You agree that ANZ may delay, block or refuse to process any transaction without incurring any liability if ANZ suspect that the transaction:
  - may breach any laws or regulations in Australia or any other country;
  - (ii) involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country; or
  - (iii) may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.
- (b) You must provide all information to ANZ which ANZ reasonably requires in order to manage anti- money laundering or counter-terrorism financing and economic and trade sanctions risk or to comply with any laws in Australia or any other country.
- (c) You agree that ANZ may disclose any information concerning yourself to:
  - any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere; and
  - (ii) any Correspondent ANZ use to make the payment for the purpose of compliance with any such law or regulation.

- (d) Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement.
- (e) You declare and undertake to ANZ that the processing of any transaction by ANZ in accordance with your instructions will not breach any laws or regulations in Australia or any other country.

## (9) Cash advances

- (a) Subject to Clause 9(d), you can obtain cash advances using your credit card. For ANZ issued credit cards, the minimum cash advance available at ANZ ATMs is \$20. The amounts may vary for cash advances obtained overseas. The minimum amount of any cash advance may also vary between financial institutions.
- (b) ANZ may impose limits on the amount you can withdraw by way of a cash advance. Any limit on the amount of a cash advance will be advised as soon as reasonably practicable after the limit is put in place.
- (c) You may be required to produce suitable identification when requesting a cash advance.
- (d) You cannot obtain a cash advance at an ATM or branch using your ANZ Frequent Flyer American Express, ANZ Frequent Flyer Gold American Express, ANZ Frequent Flyer Platinum American Express, ANZ Rewards American Express or ANZ Rewards Platinum American Express cards and Clauses 9(a) to (c) do not apply to those credit cards.

## (10) Authorisations

- (a) Before any transaction is made, the merchant or other person involved in the transaction may obtain an authorisation for the transaction. This authorisation is for the purpose of establishing that there are sufficient funds available in the credit card account for the transaction. This authorisation may be completed for a transaction that occurs at a later time such as car hire, accommodation and transactions at unmanned terminals (for example, unmanned petrol stations).
- (b) Once the authorisation is obtained, it will reduce the amount of available funds in the credit card account. If the purchase or other transaction is not completed, the amount of available funds in the

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 as set out in Clause 30(b).

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 at the front of this booklet. ANZ may require written confirmation. The card must be cut diagonally in half (including an embedded microchip, where applicable, 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 at the front of 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 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 this is prohibited by law.

ANZ may at any time change the types of accounts that may be operated, or the types of electronic

transactions that may be made through particular electronic equipment.

## Password, PIN and Telecode Security

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

Warning: You must not use your birth date or an alphabetical code which is a recognisable part of your name as a password, or select a Telecode which has sequential numbers, for example, '12345' or where all numbers are the same, for example, '11111'. If you do, you may be liable for any loss suffered from an unauthorised transaction.

#### You must not:

- disclose your password, PIN or Telecode to any other person;
- allow any other person to see you entering, or overhear you providing, your password, PIN or Telecode;
- record your password, PIN or Telecode on your card or on any article carried with or placed near your card that is liable to loss, theft or abuse at the same time as your card (unless your password, PIN or Telecode is reasonably disguised);

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

To assist you, ANZ publishes security guidelines. A copy of the current guidelines is available at anz.com.

# **Unauthorised transactions**

# When ANZ is liable

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

- are caused by the fraudulent or negligent conduct of ANZ's employees or agents or companies involved in networking arrangements or of merchants or their agents or employees;
- relate to any forged, faulty, expired or cancelled part of the electronic access process;