

# NOTIFICATION OF CHANGES - ANZ CASH INVESTMENT ACCOUNT TERMS AND CONDITIONS

From **24 November 2024**, the following changes to the ANZ Cash Investment Account Terms and Conditions take effect:

Section and/or Subsection	Description of Change
2.6 ACCOUNT STATEMENTS	<p>Replace the first paragraph of this section with the following:</p> <p>Unless these terms and conditions say otherwise, we will provide you with a statement for your account every six months. However:</p> <ul style="list-style-type: none"><li>• if you ask us, we will provide you with statements more frequently, but the available options may be limited to every one or three months;</li><li>• if we previously agreed to provide statements at a particular frequency (being more frequently than every six months or three months where that is the standard frequency for your account), or to provide multiple different statement frequencies, that arrangement will continue subject to our rights under this clause; and</li><li>• acting reasonably, we can change your statement frequency to one of the options that are available by giving you reasonable prior notice of at least 30 days.</li></ul> <p>You should keep these statements for tax purposes.</p>
SECTION 8. ELECTRONIC BANKING CONDITIONS OF USE	<p>Under the subheading 'Unauthorised transactions' replace the footnote at the bottom of paragraph (b) with the following:</p> <p>* A day begins at 12.00.00am (Melbourne time) and ends at 11.59.59pm (Melbourne time) on the same day.</p>



From **14 January 2025**, the following changes to the ANZ Cash Investment Account Terms and Conditions take effect:

Section and/or Subsection	Description of Change
<p>CONTENTS</p> <p>Page 3</p>	<p>Replace the subheadings under Section 5 with the following:</p> <p><b>Complaints</b></p> <p>5.1 We want your feedback</p> <p>5.2 Further help</p>
<p>Applying these Terms and Conditions</p> <p>Page 4</p>	<p><b>After the fourth paragraph, include a new paragraph as follows:</b></p> <p>Other fees and charges can apply for specific services or account activities. These are set out in the 'ANZ Personal Banking General Fees and Charges' booklet, which is available online at <a href="http://www.anz.com/accounttermsconditions">www.anz.com/accounttermsconditions</a> and are also part of the terms that apply to your account. See section 3.1 for more information.</p>
<p>2.2 DEPOSITS</p>	<p><b>Replace the second bullet point in the first paragraph with the following:</b></p> <ul style="list-style-type: none"> <li>• by arranging an electronic transfer, including by way of a BPAY® Payment, from another of your accounts with us or another financial institution;</li> </ul>
<p>2.4 INTEREST RATES</p>	<p><b>Replace the second paragraph with the following:</b></p> <p>The annual tiered credit interest rates (including applicable tiers) at which interest accrues on the positive balance of your ANZ Cash Investment Account at a particular time are published on <a href="http://www.anz.com/auxiliary/rates-fees-terms/interest-rates">www.anz.com/auxiliary/rates-fees-terms/interest-rates</a> and are part of the terms and conditions (subject to any agreement we have with you, which is also part of these terms and conditions).</p>
<p>2.11 CHANGES TO FEES, CHARGES AND INTEREST</p>	<p><b>Replace the first paragraph with the following:</b></p> <p>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 publication in a national newspaper or any other public notice, as long as the requirements of any applicable law or industry code that we are a signatory of are met.</p>

Section and/or Subsection	Description of Change
<p><b>2.12 CHANGES TO OTHER TERMS AND CONDITIONS</b></p>	<p><b>Replace the second paragraph with the following:</b>  ANZ 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 any other public notice, as long as the requirements of any applicable law or industry code that we are a signatory of are met.</p>
<p><b>3.1 BANK FEES AND CHARGES</b></p>	<p><b>Replace paragraph (b) with the following:</b>  (b) Other general 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 General Fees and Charges' booklet, which is available at <a href="http://www.anz.com/accounttermsconditions">www.anz.com/accounttermsconditions</a>. You agree that we may debit those fees and charges to your ANZ Cash Investment Account if we provide you with relevant services or account activities.</p>
<p><b>SECTION 5. COMPLIMENTS, SUGGESTIONS AND COMPLAINTS</b></p>	<p><b>Delete 'Section 5. Compliments, Suggestions and Complaints' in its entirety and replace it with the following:</b></p> <p><b>SECTION 5. COMPLAINTS</b></p> <p><b>5.1 WE WANT YOUR FEEDBACK</b></p> <p>We strive to get things right, but we don't guarantee that information presented is always accurate, or that our systems will work perfectly.</p> <p>If you have a complaint and have appointed an Adviser or Intermediary, please contact your Adviser or Intermediary in the first instance. Your Adviser or Intermediary will be able to pursue the matter on your behalf.</p> <p>If you have a complaint and have not appointed Adviser or Intermediary, the ANZ Service Centre is your first point of contact for raising complaints in relation to your ANZ Cash Investment Account and if necessary, will refer the matter to CMC Markets. You can use the ANZ App to message us or talk to staff at your local ANZ branch or Business Centre (use Find a branch/ATM on <a href="http://www.anz.com">www.anz.com</a>). Other ways of contacting us are listed in the back of this booklet.</p> <p>For most complaints, we will need to identify you and the relevant account so that we can help.</p>

Section and/or Subsection	Description of Change
	<p>Other ways to make a complaint</p> <ul style="list-style-type: none"> <li>• Online: <ul style="list-style-type: none"> <li>- Visit <a href="http://www.anz.com">www.anz.com</a></li> <li>- Search for 'complaints'</li> <li>- Select 'online complaint form'</li> </ul> </li> <li>• Mail: ANZ Customer Resolution Locked Bag 4050 South Melbourne VIC 3205</li> </ul> <p>If you are not satisfied with the response to your complaint in relation to your ANZ Cash Investment Account please let the person handling your complaint know. They may review their decision or escalate your complaint to another internal team for review (any other team will have to confirm your identity as well).</p> <p>Our staff will work closely with you to resolve any complaint you may have quickly and amicably (including where necessary referring the complaint to CMC Markets, if the complaint is in relation to your Trading Account).</p> <p><b>5.2 FURTHER HELP</b></p> <p>If you are not satisfied with the resolution offered by ANZ or CMC Markets, you can have your complaint reviewed free of charge by the Australian Financial Complaints Authority, an external dispute resolution scheme.</p> <p><b>The Australian Financial Complaints Authority (AFCA)</b></p> <p>AFCA is external to ANZ. AFCA provides a free and independent dispute resolution service for individual and small business customers who are unable to resolve their complaints directly with ANZ.</p> <p>Website: <a href="http://afca.org.au">afca.org.au</a>  Phone: +61 1800 931 678  Mail: Australian Financial Complaints Authority  GPO Box 3  Melbourne VIC 3001</p>

Section and/or Subsection	Description of Change
<p>6.4 CLOSURE OR BLOCKING OF YOUR ANZ CASH INVESTMENT ACCOUNT BY US</p>	<p>Delete section '6.4 Closure or blocking of your ANZ Cash Investment Account by us' in its entirety and replace it with the following:</p> <p><b>6.4 CLOSURE OR BLOCKING OF YOUR ANZ CASH INVESTMENT ACCOUNT BY US</b></p> <p>In addition to the circumstances referred to in sections 2.14 and 2.17, we can close your ANZ Cash Investment Account without telling you first if:</p> <ul style="list-style-type: none"> <li>• we reasonably think that you haven't complied with these terms and conditions in a material way and you haven't fixed the non-compliance in a reasonable time after we ask you to do so;</li> <li>• we're required to by law, court order or a direction of a regulator;</li> <li>• we reasonably think your account is being used fraudulently or illegally;</li> <li>• you are no longer eligible to have your account;</li> <li>• we reasonably think that something you told us or a confirmation that you gave us is or becomes incorrect and that is material to us;</li> <li>• we reasonably think you are using any account and/or product you have with us, or using any channel provided by us, inappropriately or to engage in financial or other abuse, unlawful behaviour or to engage in offensive, threatening, defamatory, harassing or controlling behaviour; or</li> <li>• we think it is reasonably necessary in our legitimate business interests.</li> </ul> <p>We can also close your ANZ Cash Investment Account if you owe us any money and haven't paid us after receiving a request from us asking you to and we reasonably consider it is in our legitimate interests to do so. We'll try to tell you before we do this, but unless the law requires us to, we don't have to.</p>

Section and/or Subsection	Description of Change
	<p>We can close your ANZ Cash Investment Account:</p> <ul style="list-style-type: none"> <li>• if you haven't operated it for more than 3 months and the balance is: <ul style="list-style-type: none"> <li>- \$0 or negative, without telling you first</li> <li>- greater than \$0, by telling you at least 30 days prior to closing, and</li> </ul> </li> <li>• without reason, if we tell you a reasonable time before we close it.</li> </ul> <p>If we close your ANZ Cash Investment Account, the provisions of Section 6.2 will apply.</p> <p>We may block access to your ANZ Cash Investment Account, and prevent all or specific transactions from being processed to your account, without notice where we consider that it is in our legitimate interest to do so. For example, we may do so where we consider this necessary to protect us or you from suffering financial loss (e.g., as a result of suspected fraudulent activity on the account). Any transaction limits that would otherwise apply are subject to our rights to take these actions. Please ask at the branch or call our Contact Centre for details of any limits that apply.</p>

# ANZ CASH INVESTMENT ACCOUNT

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TERMS AND CONDITIONS  
16.06.2024



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## Introduction

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

## Applying these Terms and Conditions

These terms and conditions are issued by ANZ.

If you have an ANZ Cash Investment Account, these terms and conditions apply to your account.

Other terms and conditions, including those implied by law, also 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.

## Accepting these Terms and Conditions

You are deemed to accept these terms and conditions on the earlier of the date on which you first use your account or the date on which you otherwise accept these terms and conditions in a manner advised by us from time to time.

## 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.

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

## NOT INDEPENDENT

ANZ cannot refer to itself as 'independent', 'impartial' or 'unbiased' in relation to personal advice it provides because:

- ANZ is the issuer of some of the financial products it advises on;
- ANZ advisers can only advise on products and services approved by ANZ (which includes products issued by ANZ); and
- ANZ may receive remuneration from product issuers in respect of some products or services.

# **SECTION 1.**

## **YOUR ANZ CASH INVESTMENT ACCOUNT**

### **1.1 WHAT IS AN ANZ CASH INVESTMENT ACCOUNT?**

An ANZ Cash Investment Account is an account opened on behalf of the holder of, and that is linked to, a Trading Account to facilitate dealings in financial products.

The terms and conditions for Trading Accounts are set out in the CMC Markets Invest Terms and Conditions. Where one exists, the Intermediary for all customers is the Intermediary that established or that was last appointed to operate the customer's Trading Account.

CMC Markets provides the trading, execution and support services for Trading Accounts. Accordingly, trades and other dealings on a Trading Account will be implemented by CMC Markets, and CMC Markets will have access to the linked ANZ Cash Investment Account to facilitate the trades and other dealings.

Amongst other things, the funds in your ANZ Cash Investment Account can be used to purchase financial products through your Trading Account pursuant to instructions either given by you and/or on your behalf by your Intermediary (if you have appointed one).

These terms and conditions set out the terms as between you and ANZ that govern your ANZ Cash Investment Account, including the manner in which you and any person authorised to operate your account may transact on the account.

ANZ is the issuer of your ANZ Cash Investment Account. Neither ANZ nor CMC Markets guarantees the obligations of any of the others.

### **1.2 WHO CAN OPEN AN ANZ CASH INVESTMENT ACCOUNT?**

An ANZ Cash Investment Account is only available for the holder of a Trading Account.

An ANZ Cash Investment Account is not available to any new customers from 31 August 2022.

### 1.3 IDENTIFICATION

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

The identification process can be satisfied by producing acceptable documents which establish the relevant person's identity. One of the documents must include the relevant person's photograph or signature. If you want more information on the documents you can use as proof of identity, please refer to the relevant account application form, check our website, contact the relevant Service Centre (see the contact details at the back of this booklet), speak to your Adviser or Intermediary (if you have appointed one), or ask a member of staff at any ANZ branch.

If you, or anyone authorised to act for you, is not identified in terms of the law, the account will be blocked for all withdrawals and/or deposits (or all withdrawals and/or deposits by the relevant person) until the requirements are satisfied.

### 1.4 AUTHORISED REPRESENTATIVES

An Authorised Representative is a company, partnership or individual appointed by you to give effect to your instructions regarding dealings in financial products through your Trading Account and who therefore may access information relating to your ANZ Cash Investment Account and authorise transactions on your ANZ Cash Investment Account.

CMC Markets is automatically appointed pursuant to these Terms and Conditions as an Authorised Representative.

You may also appoint one or more other Authorised Representatives (this will usually include your Adviser, if any). Such other Authorised Representatives are referred to as 'authorised agents' under the CMC Markets Invest Terms and Conditions. To make or revoke any such appointment you will need to follow the processes provided for by CMC Markets and your Adviser or your Intermediary (if you have appointed one) from time to time.

You:

- authorise ANZ to make available any information relating to your ANZ Cash Investment Account to each Authorised Representative; and
- authorise CMC Markets to transact on your ANZ Cash Investment Account, including in accordance with any instructions received from another Authorised Representative.

## **1.5 OTHER THIRD PARTY ACCESS TO YOUR ANZ CASH INVESTMENT ACCOUNT**

You may appoint an individual other than an Authorised Representative as a third party with authority to view your ANZ Cash Investment Account.

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

You will be able to revoke the appointment of such a third party at any time in accordance with the processes provided for by us from time to time. The revocation will be effective as provided for in those processes.

## **1.6 COMPANY ACCOUNTS**

If you are a company, the following will apply:

Up to two of your directors will be entitled to view and operate your ANZ Cash Investment Account and will have the same powers as you to make deposits to and withdrawals from the account.

If you have appointed an Intermediary, they are also authorised to instruct CMC Markets (as our agent) which of your directors or secretaries will have authority to view and/or operate your ANZ Cash Investment Account.

If you want additional directors, secretaries or other persons to have authority to view and/or operate your ANZ Cash Investment Account, you will need to appoint them.

## **1.7 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 and CMC Markets.

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.

## **1.8 JOINT ACCOUNTS**

Where your ANZ Cash Investment Account is held by two or more joint account holders, the following shall apply:

- ANZ 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 joint account holders of the 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 ANZ will be deemed to have given the document to all joint account holders;
- if an account holder dies, ANZ will treat the balance of the account as being owned by the surviving account holder or holders.

Where an account has more than one account holder, any of you will be entitled to operate the account (to the extent allowed under these terms and conditions) without the consent of the others. If you want to alter the instructions on who can make transactions on the account, you must tell us by phoning 1300 525 667. In some cases you may need to give us notice in writing.

## **1.9 LAWFUL PURPOSE**

You must not cause your ANZ Cash Investment Account to be used for any unlawful purpose.

## 1.10 NOTICES

Without limiting any other provision of the terms and conditions of your ANZ Cash Investment Account that allow for another form of notice, ANZ 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, ANZ will rely on your contact information as shown in ANZ's records. That may be the contact information of your Adviser or your Intermediary (if you have appointed one). Electronic methods used may include (but are not limited to) sending the document to your Electronic Address, or publishing the document on ANZ's website or CMC Markets' 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 ANZ sends you a document by mail, or sends notice to you by mail that a document has been published on ANZ's website, CMC Markets' website or in ANZ Internet Banking, you are deemed to have received the document on the seventh day after mailing.

Where ANZ gives 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 ANZ's website, CMC Markets' 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 the ANZ App and any ANZ mobile banking application that succeeds or replaces that application.

## **SECTION 2.**

# **OPERATING YOUR ANZ CASH INVESTMENT ACCOUNT**

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

Except where expressly provided, we can act at all times on the basis that each Authorised Representative and each other person who is authorised to operate your ANZ Cash Investment Account (including as described in Section 1.6) can act fully and effectively in providing instructions in respect of all dealings, matters and transactions in respect of your ANZ Cash Investment Account.

You are responsible to us for all liability that is incurred as a result of operations on your ANZ Cash Investment Account.

If your account is held by two or more persons then each of you is jointly and severally responsible to us for any liability.

### **2.2 DEPOSITS**

After your ANZ Cash Investment Account has been opened, you can make deposits:

- by transferring funds, including by way of a BPAY® Payment<sup>1</sup>, 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 ANZ Mobile Banking);
- by arranging a periodical payment or other electronic transfer, including by way of a BPAY® Payment, from another of your accounts with us or another financial institution;
- by arranging an electronic transfer, including by way of a BPAY® Payment, 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);
- by telegraphic transfer;
- by cheque sent to the relevant Service Centre (see the contact details at the back of this booklet); or
- in any other way we allow.



In processing deposits to your ANZ Cash Investment Account, we will rely on your account number and branch number (BSB) that you provide in your instructions. We will not check that the account name received with the deposit instructions matches the account number or that the details provided are correct. It is your responsibility to ensure that all of the information you have provided is correct.

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

Note: Dividends from financial products recorded in your Trading Account can be deposited into your ANZ Cash Investment 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 recorded in your Trading Account will be credited by CMC Markets to your ANZ Cash Investment Account.

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

## **2.3 WITHDRAWING OR TRANSFERRING MONEY**

When financial products are purchased on your behalf by CMC Markets, the funds for the purchase will be debited to your ANZ Cash Investment Account. 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 Invest Terms and Conditions or associated Financial Services Guide, or due to your Intermediary under the terms and conditions between you and the Intermediary. You authorise us to authorise the debit of your ANZ Cash Investment Account to pay these amounts to CMC Markets, your Intermediary or other applicable person on your behalf.

When establishing your ANZ Cash Investment Account, you will be asked to nominate an account to which funds may be transferred from your ANZ Cash Investment Account. Unless we agree otherwise, the nominated account must be an account in the same name as your Trading Account and be with ANZ or another Australian or New Zealand financial institution. It is your responsibility to ensure that all the

information you have provided to us regarding the nominated account and/or withdrawal instructions are correct.

As long as enough funds are available, you can withdraw funds from your ANZ Cash Investment Account by submitting a request to transfer the funds to your nominated account.

You can submit the request

- Via the CMC Markets online trading platform, or the CMC Markets app; or
- Over the phone by contacting CMC Markets (see the website and contact details at the back of this booklet).

Customers can also ask their Adviser or their Intermediary (if they have appointed one) to submit the request on their behalf.

Relevant taxes, duties and charges will be taken off the amount of the withdrawal or otherwise debited to your ANZ Cash Investment Account in accordance with Section 3.3.

A withdrawal will generally be effective on the business day after your request is submitted, provided that it is submitted before 4pm Sydney time on a business day. However, where your nominated account is not with ANZ, the funds may not be available in your nominated account until a later time, even though the funds have been debited to your ANZ Cash Investment Account.

We may allow you to make withdrawals in other ways. If we do so, we can set further terms and conditions for those withdrawals.

### **Access to funds**

We will take reasonable steps to make sure that you receive withdrawals to your nominated account without undue delay, but will not be responsible for delays which are beyond our control.

Although funds deposited to your ANZ Cash Investment Account can be transferred on the same day as the deposit is effective, they may not immediately appear as part of your balance.

### **Pledge of funds prior to settlement**

Under the CMC Markets Invest Terms and Conditions, CMC Markets or any other Authorised Representative may instruct

ANZ to pledge funds in your ANZ Cash Investment Account to facilitate dealings in financial products on your behalf.

You will not be able to withdraw any funds that have been pledged for this purpose while the pledge continues to operate.

## **2.4 INTEREST RATE**

Credit interest on ANZ Cash Investment Accounts is tiered. This means that the annual interest rate applicable to your account for a particular day will vary depending on the balance of your account on that day. If your account balance is above a certain level, we will pay a higher rate of interest on the whole balance.

The annual tiered credit interest rates at which interest accrues on the positive balance of your ANZ Cash Investment Account at a particular time are published on [www.anz.com](http://www.anz.com), or you can obtain information on interest rates on request by contacting us on 1300 525 667.

The daily interest rate is the applicable annual interest rate divided by 365.

We may make changes to the interest rates applicable to your ANZ Cash Investment Account in accordance with Section 2.11.

## **2.5 INTEREST PAYMENTS**

Credit interest will accrue daily on the positive balance of your ANZ Cash Investment Account as at the end of the day at the applicable daily interest rate, as explained above.

We will credit interest to your account on the last business day of every month, or with such other frequency as determined by us in accordance with Section 2.11. The interest that is credited to your account on a particular day will not generally include the interest accrued in respect of that day.

When you close your account, we will generally pay any outstanding credit interest to you. We may also credit interest to your account on any date on which we change the frequency with which interest is credited to your account.

## **2.6 ACCOUNT STATEMENTS**

Except as noted below or where we agree with you otherwise, we will provide you with a statement for your ANZ Cash Investment Account at least once every six months. We may

provide statements more frequently if either you ask or we require. You should keep these statements for tax purposes.

You can ask for an audit certificate. You may have to pay a fee for this service as outlined in the ANZ Personal Banking General Fees and Charges booklet available on anz.com.

You must carefully check your statements. If you think there are mistakes or unauthorised or disputed transactions shown on a statement, notify the relevant Service Centre or (if applicable) your Adviser or Intermediary as soon as possible.

## **2.7 PROCESSING OF WITHDRAWALS AND DEPOSITS GENERALLY**

The date on which withdrawals and deposits are applied to your ANZ Cash Investment Account may differ, depending on the nature of the withdrawal or deposit. Deposits and other credits 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 on the date of processing but, in some cases, they may be applied as at a different date (referred to as the 'effective date').

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

Any deposit made via ANZ Phone Banking, ANZ Internet Banking or ANZ Mobile Banking (if applicable) will be applied to your account effective on the date on which it is made.

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

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).

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

You should note that the effective 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.

Any payments made via the CMC Markets online trading platform or the CMC Markets app will be processed by CMC Markets and you will need to contact CMC Markets on the number listed at the back of this booklet if you have a query about your payment.

## **2.8 ADJUSTMENTS TO YOUR ACCOUNT BALANCE**

The date on which a transaction is processed to your ANZ Cash Investment Account may differ from the date on which the transaction occurred or is regarded as effective.

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 both 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.

For the purposes of making adjustments in respect of a particular transaction, we will recalculate the credit or debit interest that would have accrued on the adjusted balance of your account from the effective date of the relevant transaction. If the adjusted balance is in credit for any day from the effective date to the processing date (both inclusive), we will apply the credit interest rates and balance tiers and bands that apply to your account as at the processing date, to calculate any credit interest that accrues for that day. If the adjusted balance is in debit for any day from the effective date to the processing date (both inclusive), we will apply the debit

interest rates that applied as at that day to calculate any debit interest that accrues for that day.

We generally won't make adjustments in respect of interest on your ANZ Cash Investment Account for a transaction which has an effective date more than 60 days prior to the date on which the transaction was processed.

## 2.9 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. For example, we may process transactions involving debits to your ANZ Cash Investment Account before processing transactions involving credits.

## 2.10 OVERDRAWING YOUR ACCOUNT

It is a condition of your ANZ Cash Investment Account that you do not overdraw your account. If your account is overdrawn for any reason then we may (but we do not have to) provide you with an Informal Overdraft facility for the overdrawn amount (the Informal Overdraft).

### **Debit interest charged**

Debit interest will accrue daily on that part of the overdrawn balance of the account that is referable to your Informal Overdraft 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 2%, divided by 365 days. The ANZ Retail Index Rate is published on [www.anz.com](http://www.anz.com), or you can obtain information on interest rates on request by contacting us on 1300 525 667.

Accrued debit interest will be debited to your account on the last business day of each month, or with such other frequency as determined by us in accordance with Section 2.11. The interest that is debited to your account on a particular day will not generally include the debit interest accrued in respect of that day.

### **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 Trading Account; and
- repay in full the part of the overdrawn balance of your account that is referable to your Informal Overdraft facility (including as a result of any subsequent Informal Overdrafts) by the day that is 7 days after the day on which the Informal Overdraft was debited or treated as being advanced to your account, or earlier upon demand by us 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 Trading Account, and you do not repay that part of the overdrawn balance of the account that is referable to your Informal Overdraft within two business days after the date on which you obtained it, you acknowledge and agree that:

- CMC Markets may sell any financial products recorded in your Trading Account 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 2.10 will apply.

### **General**

Other than the Informal Overdraft, 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, you should ask us about 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.

## 2.11 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.

If you are unhappy with a proposed change to the terms and conditions, you have the right to close your account in accordance with the applicable terms and conditions in this booklet.

## **2.12 CHANGES TO OTHER TERMS AND CONDITIONS**

ANZ 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.

ANZ 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, ANZ 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.

If you are unhappy with a proposed change to the terms and conditions, you have the right to close your account in accordance with the applicable terms and conditions in this booklet.

## 2.13 TRANSFER OF RIGHTS

ANZ may, without telling you or obtaining your consent:

- assign any of its rights (as applicable) 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 its rights (as applicable) under those terms and conditions, or anyone who is considering becoming an assignee.

## 2.14 INACTIVE ACCOUNTS

If no deposit or withdrawal (other than the credit of interest or the debit of bank or government fees or charges) has been made on your ANZ Cash Investment Account for seven years, and your account balance is greater than \$0 and less than \$500 we can close your account without giving you notice.

If no deposit or withdrawal (other than the credit of interest or the debit of bank or government fees or charges) has been made on your account for seven years 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.

## 2.15 DISRUPTION TO SERVICE

When planning transactions you should bear in mind that a banking service may sometimes be disrupted because a service is temporarily unavailable, or a system or equipment is not working in a normal or satisfactory way. We will correct any incorrect or failed transactions resulting from a disruption and adjust any fees and charges accordingly. To the maximum extent permitted by law, we will not be liable for any direct loss or damage, suffered because of a disruption unless that direct loss or damage is caused by an event within our reasonable control. In no circumstances will we be liable for consequential loss or damage.

This disclaimer of liability does not apply to electronic banking transactions (see the applicable conditions for 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.

## 2.16 INDEMNITY

Each account holder and signatory and person authorised by an account holder discharges and indemnifies ANZ from and against all actions, proceedings, accounts, claims, demands, losses and damages, including any costs that we reasonably incur, arising from or in any way relating to ANZ in good faith:

- acting on instructions received by mail or electronic means (whether by facsimile, telephone or internet) which are, or are purported to be, given or signed by the account holder, an Authorised Representative or any other person authorised to operate your ANZ Cash Investment Account or, in the case of joint account holders, by any of them; and
- releasing information about an account holder or the account to any Authorised Representative or anyone who is, or appears to be, authorised to receive that information (including any Authorised Representative or third party signatory appointed by the account holder).

You are not required to discharge or indemnify us under this clause in relation to any direct loss or damage that we incur or suffer to the extent that any actions, proceedings, accounts, claims, demand, losses or damage arise from negligence, fraud or wilful default by ANZ or its officers, employees, contractors or agents, or in respect of any consequential loss or damage.

## 2.17 ANTI-MONEY LAUNDERING AND SANCTIONS

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

- 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;
- may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct; or

- may be inconsistent with or prohibited by our anti-money laundering and counter-terrorism financing or sanctions policies. Such policies, which can change from time to time, are designed to help ANZ comply with legal obligations and to identify, manage and mitigate money laundering, terrorism financing and sanctions risks. These policies cover matters such as ANZ's approach to:
  1. customer due diligence;
  2. monitoring transactions for indicators of unusual behaviour and reporting suspicious activities to appropriate authorities; and
  3. transactions that may be connected, directly or indirectly, with sanctioned parties, jurisdictions, products or sectors of economies in certain jurisdictions.

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

You must give us all the information we reasonably need to manage anti-money laundering, counter-terrorism financing and/or economic and trade sanctions risk or to comply with any law in Australia or any other country.

You agree that we may give any information about you to:

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

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

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

## **2.18 NO DEALING IN ACCOUNT**

Your rights in respect of your ANZ Cash Investment 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 ANZ.

## **2.19 LAW AND JURISDICTION**

- a) These terms and conditions are governed by the laws of the State of Victoria.
- b) In relation to any proceedings about or in connection with your ANZ Cash Investment Account, we and you agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under that law.

# **SECTION 3. FEES AND CHARGES**

## **3.1 BANK FEES AND CHARGES**

- (a) We reserve the right to charge your ANZ Cash Investment Account with fees and charges for the provision and operation of the account.
- (b) Other general 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 General Fees and Charges' booklet, which is available from any ANZ branch or on-line at [www.anz.com](http://www.anz.com), or on request by contacting us on 1300 525 667.
- (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.

## **3.2 GOVERNMENT CHARGES**

Any Government charges or duties you must pay for using your ANZ Cash Investment 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 on the last business day of every month.

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

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

CMC Markets may impose fees and charges for services or activity relating to your Trading Account or ANZ Cash Investment Account. Please refer to the CMC Markets Invest Terms and Conditions and associated Financial Services Guide issued by CMC Markets. If you have appointed an Intermediary, they may also impose fees and charges for activity relating to your Trading Account or ANZ Cash Investment Account. Please refer to the terms and conditions between you and the Intermediary, including the associated Financial Services Guide.

Your ANZ Cash Investment Account may be debited for the purposes of paying any of those fees and charges. For the avoidance of doubt, these are not ANZ fees and charges.

## **SECTION 4. DISCLOSURES**

### **4.1 MONITORING ENQUIRIES AND TRANSACTIONS**

ANZ may, at its 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**

In this section, 'we', 'us' and 'our' refer to ANZ.

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 ANZ's 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 intermediary; 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 ANZ's Contact Centre to withdraw your consent.

We may disclose information to recipients (including service providers and our related entities) which are (1) located outside Australia and/or (2) not established in or do not carry on business



in Australia. You can find details about the location of these recipients in ANZ's 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 ANZ's Contact Centre or visit any ANZ branch for a copy of ANZ's 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 Contact your Adviser, Intermediary, or the ANZ Service Centre**

Customers who have appointed an Adviser or Intermediary are encouraged to contact their Adviser or Intermediary in the first instance regarding complaints or feedback in relation to their ANZ Cash Investment Account or their Trading Account. Your Adviser or Intermediary will be able to pursue the matter on your behalf.

For customers who have not appointed an Adviser or Intermediary, the ANZ Service Centre is your first point of contact for raising complaints or providing feedback in relation to your ANZ Cash Investment Account. They will do their best to help resolve any issues you may have, including as necessary by referring the matter to CMC Markets.

- **Phone:** The ANZ 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 ANZ 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 Cash Investment Account, you can contact our Complaint Resolution Centre on the details below. Our specialists will work closely with you to resolve any complaint you may have quickly and amicably (including where necessary referring the complaint to CMC

Markets, if the complaint is in relation to your Trading Account). If you have a compliment or suggestion, they will ensure your feedback is shared with the relevant teams.

- **Phone:** 1800 805 154
- **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 or CMC Markets, you can have your complaint reviewed free of charge by the Australian Financial Complaints Authority, which is an external dispute resolution scheme.

#### **The Australian Financial Complaints Authority (AFCA)**

AFCA is external to ANZ. AFCA provides a free and independent dispute resolution service for individual and small business customers who are unable to resolve their complaints directly with ANZ.

- **Website:** [afca.org.au](http://afca.org.au)
- **Phone:** +61 1800 931 678
- **Mail:** Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

## SECTION 6. OTHER THINGS YOU NEED TO KNOW

### 6.1 CHANGE OF NAME AND ADDRESS

You should immediately tell us about any changes to your account details, including your name, bank account or address (including an email address or mobile telephone number).

If you tell us about any change to your name or address (or, if appropriate, the name or address of any person you authorise

to deal with the account), you should make sure that you also tell your Adviser, or Intermediary and CMC Markets about the change.

ANZ will not be responsible for any mistakes or losses associated with a change of details where ANZ had not received prior notice of the change.

You must ensure notifications are capable of being received and retrieved at your contact addresses, including any nominated email address or mobile telephone number.

## **6.2 CLOSURE OF YOUR ANZ CASH INVESTMENT ACCOUNT BY YOU**

If you wish to close your ANZ Cash Investment Account, please contact CMC Markets or speak to your Adviser or Intermediary (if you have appointed one) in the first instance.

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. 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 or until the deposits are dishonored or refused. At this time we will close the account and pay you any credit balance.

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.

Subject to these requirements, ANZ will not unreasonably delay in closing your ANZ Cash Investment Account following your request that we do so.

## **6.3 CLOSURE OF YOUR TRADING ACCOUNT**

In the event that your Trading Account is closed, your ANZ Cash Investment Account will be closed on the terms set out in Section 6.2.

## **6.4 CLOSURE OR BLOCKING OF YOUR ANZ CASH INVESTMENT ACCOUNT BY US**

We may close your ANZ Cash Investment Account if we think that you have not used it appropriately or for any other reason we, acting reasonably, 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 may send you the net credit balance of the account by cheque or by transferring the funds to you in any other way we allow. If we close your ANZ Cash Investment Account, the provisions of Section 6.2 will apply.

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

If your ANZ Cash Investment Account is overdrawn for more than three months, we may place a block on your account or close your account without giving you any notice.

## 6.5 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 7. DEFINITIONS

In these Terms and Conditions:

**'Adviser'** means your Intermediary or any individual appointed to act as a representative of your Intermediary in relation to your Trading Account.

**'Authorised Representative'** means CMC Markets and any other company, partnership or individual appointed as an Authorised Representative (and whose appointment has not been revoked) in accordance with these terms and conditions.

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

**'CMC Markets'** means CMC Markets Stockbroking Limited ABN 69 081 002 851.

**'CMC Markets Invest Terms and Conditions'** means the terms and conditions issued by CMC Markets governing your Trading Account as amended from time to time.

**'Intermediary'** means a person or entity appointed to act as your representative in relation to your Trading Account.

**'nominated account'** means the account nominated by you when establishing your ANZ Cash Investment Account, to which funds may be transferred from your ANZ Cash Investment Account.

**'Share Investing Limited'** means Share Investing Limited ABN 93 078 1 74 973.

**'Trading Account'** means a financial products trading account with CMC Markets that is established or opened directly through CMC Markets or transitioned to CMC Markets from the ANZ Share Investing service that was previously offered through CMC Markets.

**'you'** means the holder (or, if applicable, each holder) of the Trading Account that is linked to the relevant ANZ Cash Investment Account, and, unless the context indicates otherwise, any authorised user in respect of that account.

## 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.

This section does not apply in respect of electronic equipment or facilities operated by or on behalf of CMC Markets (such as the CMC Markets app).

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

### Definitions

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

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

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

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

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

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

- if the payment is not processed through the New Payments Platform, funds are paid into the account of an unintended

recipient because the user enters or selects a BSB number and/or account number that does not belong to the named and/or intended recipient as a result of the user's error or the user being advised of the wrong BSB number and/or account number; or

- if the payment is processed through the New Payments Platform (including Osko®) a payment initiated by a user where the payment is directed to the wrong account as a result of the user's error or the user being advised of the wrong BSB number, account number or PayID.

This does not include:

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

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

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

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

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

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

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

**'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.

PayID and PayTo are registered trademarks of NPP Australia Limited.



'**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.

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

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

### **Transaction limits**

ANZ or another party 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 money transfers (converted into Australian Dollars) on any day cannot exceed your Pay Anyone daily transaction limit.

### **Access levels for ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Banking**

Access levels:

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

- **Transaction History Details only** – includes enquiries on past transactions about the account but excludes all transactions on the account, transfers between accounts, increasing credit card limit, redrawing on a home loan, direct loan payments, BPAY® View™, ANZ Online Reporting, ANZ Online Investing and BPAY® Payments.

Account holders aged 12 to 15 years, adults who have a joint account with account holders aged 12 to 15 years, and account signatories (no agents can be appointed) to accounts held by customers aged 12 to 15 years may only have restricted access levels for ANZ Phone Banking and ANZ Internet Banking. Only the account holder or account signatories can select an access level. The account holder or account signatories may authorise another person (an 'authorised user') to operate the account and that person may have a different access level to the account holder. The account holder is responsible for the operation of the account by the authorised user within that user's level of access. The account holder or account signatories may cancel or change any access level by sending a written request or Securemail to ANZ, or calling ANZ on the relevant number listed in this booklet. ANZ may require written confirmation. ANZ may take several days to process this change.

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

### **Processing instructions – general**

The account holder authorises ANZ to act on the instructions you or any authorised user enters into electronic equipment.

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

ANZ may delay acting on or may ask you for further information before acting on an instruction. 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. It is your responsibility to ensure that all the information you have provided is correct. For instance, if you enter an incorrect BSB and/or account number in your instructions for

an immediate transfer or Pay Anyone, your funds may be paid to an unintended recipient and may not be recovered. ANZ does not check that the details provided by you are correct or that the account name matches the account number. Future date transfer, Pay Anyone or BPAY® Payment instructions can only be revoked or changed by you if instructions to delete the transaction are given to ANZ through ANZ Internet Banking before midnight Sydney time on the business day before the transaction is scheduled to occur. After this time, the instruction cannot be revoked by you.

### **Processing instructions – 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.

### **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.

### **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 when 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**

Without limiting any other rights of ANZ under applicable terms and conditions, ANZ may cancel any card, CRN or electronic access at any time:

- 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), or you have exceeded your agreed credit limit;
- 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 cancel a credit card at any time without prior notice. If ANZ does so, it will provide notice as soon as practicable after the credit card is cancelled. If a credit card account is closed, all credit cards issued in relation to that credit card account will also be cancelled.

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**

Without limiting any other rights of ANZ under applicable terms and conditions, ANZ may withdraw your electronic access to accounts without prior notice if:

- electronic equipment malfunctions or is otherwise unavailable for use;
- any one of the accounts is overdrawn (other than by use of an Informal Overdraft, 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;
- keep a written record of all passwords, PINs or Telecodes required to perform transactions on one or more articles liable to be lost or stolen at the same time, without making a reasonable attempt to protect the security of the passwords, PINs or Telecodes;

- select a numeric password, PIN or Telecode that represents their birth date, or an alphabetical password, PIN or Telecode that is a recognisable part of their name;
- otherwise act with extreme carelessness in failing to protect the security of all passwords, PINs or Telecodes, (each a 'Security Requirement').

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

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

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

### **Additional authentication requirements**

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

### **Unauthorised transactions**

The following provisions apply to unauthorised transactions.

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

#### **(a) When ANZ is liable**

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



- are caused by the fraudulent or negligent conduct of ANZ's employees or agents or third parties involved in networking arrangements, or of merchants or their agents or employees;
- are caused by a card, account number, PayID, password, PIN or Telecode which is forged, faulty, expired or cancelled;
- are caused by a transaction that requires the use of any card, password, PIN or Telecode that occurred before the user received or selected the card, password, PIN or Telecode (including a reissued card, password, PIN or Telecode);
- are caused by a transaction being incorrectly debited a second or subsequent times to the same account;
- arise from an unauthorised transaction that occurs after you have notified ANZ that the security of a password, PIN or Telecode has been breached;
- arise from an unauthorised transaction that can be made using an account number or PayID without a password, PIN or Telecode or card. Where a transaction can be made using a card, or a card and an account number or PayID, but does not require a password, PIN or Telecode, you will be liable only if the user unreasonably delays reporting the loss or theft of the card;
- arise from an unauthorised transaction if it is clear that a user has not contributed to the losses; or
- occur while ANZ's process for reporting unauthorised transactions, loss, theft or misuses 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 breach of a Security Requirement, but
- the account holder will not be liable for a portion of the losses:
  - incurred on any one day that exceed any applicable daily transaction limit;
  - incurred in any period that exceed any applicable periodic transaction limit;

- that exceed the balance of the account, including any pre arranged credit; or
- incurred on any account that ANZ and the account holder had not agreed could be accessed using the card, account number or PayID and/or password, PIN or Telecode used to perform the transaction.

Where:

- more than one password, PIN or Telecode is required to perform a transaction, and
- ANZ can prove that a user breached a Security Requirement for one or more (but not all) of the required passwords, PINs or Telecodes, the account holder will only be liable if ANZ can also prove that on the balance of probability that the breach of the Security Requirement was more than 50% responsible for the losses, when assessed together with all the contributing causes. The account holder is liable for losses arising from unauthorised transactions that occur because a user contributed to the losses by leaving a card in an ANZ ATM.

If ANZ can prove, on the balance of probability that a user contributed to the losses resulting from an unauthorised transaction by unreasonably delaying reporting 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; and
- the time ANZ was notified of the security compromise, however, the account holder will not be liable for that portion of the losses:
  - incurred on any one day that exceeds any applicable daily transaction limit;
  - incurred in any period that exceeds any applicable periodic transaction limit;
  - that exceeds the balance on the account, including any pre arranged credit; or
  - incurred on any account that we and the account holder had not agreed could be accessed using the 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 password, PIN or Telecode; or
- the actual loss at the time ANZ is notified of the 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 am (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>.

### **Equipment malfunction**

ANZ is responsible to the account holder for any loss caused by the failure of a system or equipment to complete a transaction that was accepted in accordance with your instructions.

However, if you were aware or should reasonably have been aware that the system or equipment was unavailable for use or malfunctioning, ANZ's responsibility will be limited to correcting errors in the account and refunding any charges or fees imposed as a result.

You are solely responsible for your own computer and mobile phone anti-virus and security measures, and those of any authorised user, to help prevent unauthorised access via ANZ Internet Banking or ANZ Mobile Banking to your transactions and linked accounts.

### **Liability under the BPAY® Scheme**

#### **(a) General**

You should note that:

- if you advise ANZ that a BPAY® Payment made from a linked account is unauthorised, you should first give ANZ your written consent to obtain from the biller information about your account with that biller or the BPAY® Payment, (including your CRN) as ANZ reasonably requires to investigate the BPAY® Payment. This should be addressed to the biller who received the BPAY® Payment. If you do not do this, the biller may not be permitted by law to disclose to ANZ the information ANZ needs to investigate or rectify that BPAY® Payment;

- if you discover that the amount you instructed ANZ to pay was less than the amount you needed to pay, you can make another BPAY® Payment for the shortfall. If you cannot make another BPAY® Payment for the shortfall because the shortfall amount is less than the minimum amount the biller will accept, you can ask ANZ to arrange for a reversal of the initial payment. You can then make a second payment for the correct amount. If you discover that the amount you instructed ANZ to pay was more than the amount you needed to pay, you can ask ANZ to request a reversal of the initial payment from the biller on your behalf, and if this occurs, you can make a second payment for the correct amount.

### **(b) ANZ's liability**

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

- (i) the amount of that unauthorised or 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. 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 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 fraud induced payment. However, if that person does not refund you that amount, you must bear the loss unless some other person involved in the BPAY® Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud induced payment.

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

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

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

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

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

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

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

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

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

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

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

the Receiving Bank must forward those funds to ANZ.

### **Misdirected Payments**

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

### **Process following report of a Mistaken Internet Payment or Misdirected Payment**

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

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

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

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

## **Complaints about Mistaken Internet Payments and Misdirected Payments**

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

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

### **Unintended recipients**

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

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

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

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



## PayID® Conditions

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

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

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

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

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

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

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

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

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

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

If you are transferring your PayID to another financial institution, they may also require you to take steps to complete the transfer.

We will complete a request to transfer or close a PayID within 24 hours. However, if you are transferring a PayID to another financial institution, you will also need to request that financial institution to link the PayID to your account with that financial institution and the other financial institution may take longer to process the request. If the other financial institution does not complete the transfer within 14 days, the transfer will be deemed to be ineffective and your PayID will remain linked to your current account. You may need to start the transfer process again.

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

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

You must update or close your PayID if you:

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

You must tell us if;

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

We monitor the use of PayIDs and confirm regularly that they remain correct. We may lock or close your PayID if:

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

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

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

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

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

### **When we may not allow you to create a PayID**

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

- your account is unable to use the New Payments Platform, or
- you cannot verify that you have authority to use the PayID or the relevant account, or
- we become aware of suspicious activities relating to the account, or

- electronic equipment or systems malfunction or are otherwise unavailable for use, or we believe that their quality or security have been compromised, or
- we believe your access to PayID may cause loss to the account holder or to ANZ.

### **Your Responsibilities**

In addition to the other responsibilities set out above:

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

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

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

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

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

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

## 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 Cash Investment Account. You can check the relevant website for the latest information.

### ANZ CONTACT DETAILS

#### **ANZ Service Centre**

**Postal address:**

GPO Box 5351  
Sydney NSW 2001

**Phone:**

1300 525 667

**Website:**

[www.anz.com](http://www.anz.com)

### CMC MARKETS CONTACT DETAILS

Customers who have appointed an Adviser or Intermediary are encouraged to contact their Adviser or Intermediary in the first instance regarding enquiries in relation to their ANZ Cash Investment Account. Your Adviser or Intermediary will be able to pursue the enquiry on your behalf or direct you appropriately.

CMC Markets can be contacted via the details below.

#### **CMC Markets**

**Postal address:**

GPO Box 5351  
Sydney NSW 2001

**Phone:**

1300 360 071

**Website**

[www.cmcmarkets.com](http://www.cmcmarkets.com)

**Email:**

[brokingservice@cmcmarkets.com.au](mailto:brokingservice@cmcmarkets.com.au)

## **GENERAL**

### **ANZ 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)

### **Website**

[www.anz.com](http://www.anz.com)









