ANZ SAVINGS & TRANSACTION PRODUCTS

TERMS AND CONDITIONS
EFFECTIVE 16 DECEMBER 2024
FIJI EDITION

ABOUT THIS BOOKLET

You must read this booklet along with the 'ANZ Customer Banking Services Disclosure of Fees and Charges' booklet and the 'ANZ Electronic Banking Conditions' where applicable. Together they form your terms and conditions for the products and services listed on the next page.

If you require a copy of the 'ANZ Customer Banking Services Disclosure of Fees and Charges' booklet or the 'ANZ Electronic Banking Conditions', please call 132 411.

HOW TO USE THIS BOOKLET

Below you will see the list of products and services that the terms and conditions in this booklet cover and over the page are detailed contents, including page references.

This booklet outlines areas such as opening and using ANZ accounts, specific product terms and conditions and how to contact us (at the back of this booklet).

GENERAL ENQUIRIES

If you have any general enquiries about this booklet, or the terms and conditions contained within it, or simply need more information about any ANZ account, please ask at any ANZ branch, or enquire via Bank Mail if you're registered for ANZ Internet Banking, or phone our Contact Centre on 132 411 or +679 3213 000 if calling from overseas (available from 8am to 6pm, Mondays to Fridays except on public holidays).

This booklet contains terms and conditions for the following products and services:

- Term Deposit Products
- Personal Cheque Accounts
- Standing Orders
- BillPay Service
- Phone Banking
- Internet Banking
- Access Everyday Account
- Access Premium Account
- Pacific Savings Account
- Priority Cash Management Account

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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.

Read your product terms and conditions

You should read all relevant terms and conditions you have received and ask us about any issues that concern you.

If you have any questions or need more information about any ANZ account, ask at any ANZ branch, or enquire via Bank Mail if you're registered for ANZ Internet Banking, phone our Contact Centre on 132 411 or +679 3213 000 if calling from overseas (available from 8am to 6pm Mondays to Fridays) except on public holidays.

APPLYING THESE TERMS AND CONDITIONS

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

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, ANZ's liability under those implied terms and conditions will be limited to the maximum extent permitted by law.

Part or all of any provisions of these Terms and Conditions that are illegal or unenforceable may be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions remain in force.

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 ANZ from time to time.

CODE OF BANKING PRACTICE

ANZ will observe the Fiji Code of Banking Practice when it provides its products and services to you.

DEFINITIONS

The following definitions apply unless otherwise stated:

"account" means an account to which these Terms and Conditions apply, being those listed on the front cover of this booklet, and include those which can be operated by an ANZ Card and PIN issued by ANZ where the account holder has nominated for use in this way.

"account holder" means the person or persons in whose name the account has been opened and who is responsible for the account under the relevant account signature mandate. If there is more than one account holder, then "account holder" means all of them and each of them individually.

"ANZ" means Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) and its transferees, successors and assigns.

"ANZ Card" means a card issued by ANZ to you which can be used to operate an account at an electronic terminal in Fiji.

"ANZ Group Member" means ANZ and each of its branches, representative offices, regional offices, subsidiaries, affiliates, related entities, employees, officers and agents, in any country.

"ANZ Internet Banking" means banking services provided via the Internet and accessible at www.anz.com/fiji

"ANZ Phone Banking" means an automatic telephone banking system, which utilises voice prompts to guide the customer in conducting routine banking transactions.

"ANZ working day" means any day from Monday to Friday on which ANZ is open for business in at least one of its branch locations in Fiji.

"ATM" means automated teller machine.

"authorised operator" means the person or persons who are authorised to operate the account under the relevant account signature mandate.

"Banking Business day" refers to any day on which Banks in Fiji are able to effect settlement through the Reserve Bank of Fiji.

"Bank Mail" means the electronic messaging service that allows us to communicate with you by email within our secure Internet Banking system.

"BillPay service" means the electronic payments service through which ANZ can be asked to make payments on your behalf to billers.

"CRN" means the customer registration number issued by us to you.

"Electronic Banking Conditions of Use" means Section 3 of these Terms and Conditions.

"electronic terminal" means any terminal or device in which an ANZ Card and PIN issued by ANZ to you can be used and authorised by ANZ for such use. This includes:

- any of ANZ's branch teller terminals;
- any of ANZ's automatic teller machines;
- automatic teller machines (ATMs) of other selected banks and financial institutions;
- Electronic Funds Transfer at Point of Sale (EFTPOS) terminals;
- any other authorised terminal or device connected to ANZ's electronic banking system from time to time.

"law" means any law, legislation, regulation, proclamation, ordinance, by-law, rule, instrument, official directive, ruling, circular, code of practice, code of conduct, prudential requirement or licensing requirement, in any country (including, but not limited to, any Reserve Bank of Fiji Policy Statement or Policy Guideline).

"merchant" means a provider of goods or services who has an electronic terminal.

"PIN" means Personal Identification Number – that is, the code of numbers or letters issued with an ANZ Card by ANZ to operate an account through electronic terminals.

"TIN" also referred to as "TIC", means the four to seven digit number issued to access ANZ Phone Banking.

"Terms and Conditions" means the Terms and Conditions contained in this booklet.

“Username” means the Customer registration number issued by us to you for ANZ Internet Banking.

“writing” means a physical document, and where it conveys an authority must be signed by you or your legally authorised representative.

“you” or **“your”** means as the context requires, the account holder or authorised operator and where applicable also means the account holder or authorised operator who has been issued with an ANZ Card by ANZ at the account holder’s request, to operate an account.

ERROR OR DISPUTE RESOLUTION PROCEDURE

If you believe that an error has occurred in any transaction, the account holder should contact ANZ promptly on the telephone numbers listed at the back of this booklet or by visiting your nearest ANZ branch.

To assist with ANZ’s investigations, you will need to provide the following information:

- your name, address, card number and account details;
- details of the transaction in question; and
- the amount of the suspected error or disputed transaction.

If you inform ANZ verbally, ANZ may require you to send the complaint or enquiry to ANZ in writing within 10 days.

NOTICES AND AGREEMENTS

Unless ANZ agrees otherwise:

- all nominations made and notices given by you under or in relation to your account or these Terms and Conditions must be in writing and received by ANZ to be valid;
- any agreement between ANZ and you under or in relation to these Terms and Conditions must be in writing to be valid; and
- any fax indemnity and email indemnity on terms acceptable to ANZ must be signed to be valid.

SECTION 1:
HOW TO OPEN AN ANZ ACCOUNT

ANZ shall have the sole discretion as to the opening of any account.

1.1 Identification

Under Fiji 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.

One of the documents provided must include your photograph and signature. If you want more information on the documents you can use as proof of your identity, please ask a member of staff at any ANZ branch. If you want to open an account and you have completed the identification process with ANZ previously, you will need to tell us the account number of your ANZ account and the name of the branch where identification was presented.

1.2 Tax Identification Number

You agree that ANZ may be required to deduct interest withholding tax from any interest payable to you unless you are in an exempt category. If you are in an exempt category, you should advise ANZ, and provide evidence of any applicable exemption. It is compulsory for all account holders to provide their Tax Identification Number (TIN). We will keep your TIN, which we will keep a record of for all your accounts, confidential.

1.3 Government charges

All government charges, duties, taxes, levies or obligations whatsoever charged or falling due in connection with the operation of your account are debited from your account and shown on your account statement.

1.4 Joint accounts

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

- ANZ can provide account statements to any one of the account holders (whether by making them available online through ANZ Internet Banking and/or the ANZ Pacific App, or otherwise under special agreement with ANZ);

- ANZ can provide notices, correspondence and other documents to any one of the account holders (whether by making them available online through ANZ Internet Banking and/or the ANZ Pacific App, sending them by post, or by collection from ANZ's branch, or otherwise under special agreement with ANZ);
- if ANZ provides an account statement, a notice, correspondence or any document to any one of the joint account holders, it will be considered to have been received by all account holders; and
- if an account holder dies, ANZ will treat the balance of the account as owned by the surviving account holder(s), unless the law provides otherwise.

1.5 Trust accounts

Trust accounts can be opened on request in the following ways:

- where one or more persons opens an account in which they are named as trustee for another person(s). For example a trustee account held by parents for children;
- by trustees under a will; or
- by trustees with a trust deed;
- by trustees for clubs and other organisations.

1.6 Term Deposit

ANZ Term Deposits will be opened on the date of receipt of your written instruction to ANZ or such other date specified in writing by you to ANZ. ANZ Term Deposits shall have a minimum amount and minimum period which ANZ may change from time to time with prior notice.

For each ANZ Term Deposit placed with ANZ, a Term Deposit Certificate will be issued stating the principal amount deposited, maturity date, annual interest rate, interest payment frequency and interest payment method.

Unless ANZ receives written instruction from you two (2) ANZ working days prior to the maturity of each ANZ Term Deposit period, the principal amount and interest earned for the ANZ Term Deposit period shall be successively rolled over for the same period at ANZ's prevailing interest rate.

1.7 Lawful purpose

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

1.8 Non residents

Where you transact or open an account in a jurisdiction where you are not a resident, you may be exposed to additional risk. For example, the jurisdiction may be subject to rules which may offer different or diminished investor protection than in your country of residence. Your local regulatory authority will also be unable to compel the enforcement of local rules in other jurisdictions where your transactions have been effected. Before you transact or open an account in another jurisdiction, you should familiarise yourself with any applicable laws in that particular jurisdiction, and consult with your own professional advisers as may be necessary.

Different jurisdictions may also decide to impose exchange controls or other limitations or restrictions. This may cause payments to be made to you in the local currency instead of the original invested or deposited currency. This may also result in the inability to perform outward remittances of funds from such a jurisdiction, which can affect the value of your investment or deposit or your ability to enjoy its benefit.

SECTION 2: USING AN ANZ ACCOUNT

2.1 Authority to use an account

At the time of opening your account, the account holder must nominate the person(s) who are authorised to operate the account. Except where expressly agreed otherwise by ANZ, ANZ can act at all times on the basis that the authorised operator or operators can act fully and effectively in all dealings, matters and transactions (including withdrawals) in respect of the account.

The account holder is liable to ANZ for all liability that is incurred as a result of operations on the account. If the account holder holds the account jointly with one or more other persons then each of you is jointly and severally liable to ANZ for all operations on the account.

If the account holder wishes to alter the account authorization instructions, then the account holder must notify ANZ in writing.

ANZ may refuse to open an account or accept a nomination if the account holder or any authorised operator do not comply with the law and ANZ's requirements for identification and verification of account holders and authorised operators.

2.2 Deposits

Unless stated otherwise, you may deposit amounts into your account in the following ways:

- by arranging to have your salary or other income (such as a government allowance or pension) paid direct to your account;
- in person at any ANZ branch, agency or selected EFTPOS merchants;
- at any ANZ ATM (cash machine) which accepts deposits, if you have an ANZ card for your account;
- by arranging an electronic credit via another financial institution;
- by transferring funds using ANZ Internet Banking; or
- at another bank (please note that the other bank may charge a fee for this service).

ANZ may accept for credit into your account (unless otherwise advised by ANZ), cheques, promissory notes, bills of exchange, postal money orders and any other instruments as ANZ may determine from time to time (Instruments).

All non-electronic deposits must be accompanied by a written instruction.

You must endorse and otherwise ensure that the required particulars are included on the Instrument and the written instruction prior to making a deposit with ANZ. ANZ is not bound to fill in any particulars which have been omitted by you, and shall not be liable for any incorrect deposits made as a result of your failure to check and complete all required particulars on the Instrument and/or the written instruction.

ANZ may refuse to accept any deposits to your account if ANZ is unable to satisfy itself as to the origin of funds. Any deposits refused by ANZ will be returned to the depositor or the remitting financial institution as determined by ANZ.

2.3 Currency

With respect to accounts denominated in local currency:

- You may request withdrawals denominated in specific currencies, but ANZ reserves the right to make payment in the currency in which the relevant account was opened. Payments by ANZ may be made by cheque, credited to an account or as otherwise agreed.
- Every payment received for an account in a currency other than the currency in which the account is denominated may be converted by ANZ at such rate of exchange as it determines into the currency of the account for credit to such account and you shall bear the cost of such conversion.
- ANZ may execute currency exchange transactions on your behalf. Unless otherwise agreed, the exchange rate applicable shall be determined by ANZ.

With respect to foreign currency accounts, you acknowledge that the operation of such account will be subject to any relevant rules applicable to ANZ in respect of the foreign currency. ANZ shall have no obligation to either accept deposits or effect payments in cash in such foreign currency notwithstanding the fact that you may have such a foreign currency account. Any foreign exchange loss or other charges or expenses incurred by ANZ in making payments in foreign currency shall be borne by you.

In addition to the above, you agree, confirm and acknowledge that:

- Where any deposit is at any time at your request converted into another currency other than the currency of the original deposit, the value of the deposit credited into the account may diminish as a result of foreign exchange fluctuations.
- Any increase or decrease in the value of the deposits as a result of fluctuations in the exchange rate affecting such currency will be solely on your account and risk.
- You are fully aware of and understand the inherent risks in a foreign exchange transaction.
- You have not received and/or relied on any representation, warranty, undertaking or information from ANZ and/or any of ANZ's officers or employees in respect of such risks.

If the country of origin of any currency restricts the availability, credit or transfers of any funds in that currency, ANZ has no obligation to pay, from any account, such funds in that currency. ANZ may (but shall not be obliged to) discharge its obligations with respect to such funds by paying to you, at any time (if applicable, whether before or after maturity), such funds in any other currency at any exchange rate and in any manner as ANZ may determine in its absolute discretion. You agree that such payment shall constitute good, valid and complete discharge of ANZ's obligation to you with respect to such funds.

Proceeds of any cash withdrawal may be available in foreign currency notes only if such notes are available within ANZ and ANZ has sufficient foreign currency notes for the purposes of meeting cash withdrawals from accounts, having regard to all other requirements and businesses of ANZ.

2.4 Cheques

Deposits other than cash, such as cheques and other paper Instruments will not be credited to your account until they are cleared.

When you pay a cheque into an account, ANZ may in its discretion allow you to draw on the cheque before it has cleared.

What if your cheque is dishonoured?

We may charge you a dishonour fee. We will also take the amount of the cheque from your account.

When might a cheque be dishonoured or payment refused?

At ANZ's discretion, ANZ may dishonour or refuse payment of a cheque in various circumstances. This includes, but is not limited to the following:

- if there are insufficient funds in the account of the drawer;
- if the cheque is incorrectly completed or unsigned;
- if the cheque is more than six months old;
- if the cheque is future dated;
- if the cheque has been materially altered and the alteration has not been signed;

- if there is legal impediment to payment;
- if the cheque has been stopped;
- if the signature on the cheque does not match the specimen signature recorded in your account details with ANZ;
- ANZ suspects the cheque is forged;
- ANZ suspects you of being fraudulent or engaging in inappropriate behaviour; or
- the paying bank has been notified of the mental capacity, bankruptcy or death of the drawer.

What if a cheque or my cheque book is lost or stolen?

You should keep your cheques and cheque book safe at all times.

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

- if a cheque made payable to you is lost or stolen, you must tell the person who wrote the cheque;
- if a cheque you have written is lost or stolen, you must ask us to stop the cheque and you must tell the person to whom the cheque is payable; and
- if your ANZ cheque book is lost or stolen, tell us to put a stop on the cheques in that cheque book. If you then find the cheques, you cannot use them until you have given us written authorisation.

If you don't inform us as soon as possible that your cheque book has been lost or stolen, you may be liable for transactions incurred by you before you notify us, even if they are made without your authority. Note that fees may apply to placing a 'stop' on a cheque.

'Crossed' cheques

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

‘Not negotiable’ cheques

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

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

‘Account payee only’

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

‘Or bearer’ and ‘or order’

If the words ‘or bearer’ are on a cheque, a bank may pay the cheque to anyone who has it, not only the person it is made payable to. If you delete these words, the cheque becomes an ‘or order’ cheque. With an ‘or order’ cheque, if the payee wants to transfer it to another person, they must first sign the back of the cheque.

Cashing a cheque

If you, as the drawer, want to cash a ‘crossed’ or ‘not negotiable’ cheque at your branch, always write ‘Please pay cash’ instead of a name at the top of the cheque, and sign in full underneath (do not just write your initials). You also need to sign in full in the space for your signature.

If you want to cash a cheque at another branch, you will need to provide two forms of identification:

- one form must be photo ID, such as your driver’s license;
- one can be your ANZ card linked to your account.

Cheques made payable to someone else

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

Stopping a cheque

Provided that a cheque has not been presented for payment, you may stop a cheque that you have written by telling ANZ the following:

- amount of the cheque;
- number and date of the cheque; and
- name of the payee.

ANZ may charge a stop payment fee. If you have lost a cheque you received from someone else, notify that person so they may stop the cheque.

Tips for cheque security

- don't leave gaps between words;
- when writing out the amount in words, start as close as possible to the left-hand side and write 'only' at the end of the amount;
- when writing out the amount in figures, start as close as possible to the dollar sign;
- never write out a cheque in pencil, or in ink that can be erased (rubbed out);
- do not sign a cheque until it is all filled out;
- always write the amount in words as well as figures; and
- check your bank statements regularly to make sure the amounts taken from your account agree with the amounts shown on the cheque book stubs.

Bank cheques

Bank cheques are cheques instructing payment from the bank itself rather than from a customer's account. They are designed to provide an alternative to carrying large amounts of cash when personal cheques will not be accepted. Bank cheques are usually asked for because there is less chance of them not being honoured. However, bank cheques should not be considered to be an equivalent to cash.

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

- the bank cheque is forged or counterfeit;
- the bank cheque has been altered;
- fraud or another crime has been committed;

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

If a bank cheque we have issued is lost or stolen, we will, in certain circumstances, provide a replacement cheque for a fee. We may also require you to sign an indemnity form.

2.5 Special clearance of funds

You can arrange for a cheque to be cleared more quickly than usual by asking for a 'special answer'. ANZ may charge a fee for this service.

2.6 Withdrawing or transferring money

ANZ Term Deposits have specific terms and conditions for withdrawing or transferring money. ANZ Term Deposits may not be withdrawn in whole or in part before maturity unless otherwise agreed by ANZ, at its discretion and on such terms as ANZ may specify, including but not limited to the imposition of charges for early withdrawal. If ANZ agrees to the premature withdrawal of an ANZ Term Deposit, ANZ shall have no obligation but may, at its discretion, pay interest for such periods and at such rates that ANZ determines, less any other charges ANZ may impose. The specific fees and charges are stated in ANZ's Disclosure of Fees and Charges - Customers Banking Services which is subject to change from time to time with prior notice.

Unless noted otherwise, you may withdraw money from your account, as long as enough funds are available, in the following ways:

- over the counter at any ANZ branch;
- by electronic debit, for example standing order (unless you have an ANZ passbook account);
- by cheque, if you have a cheque book for your account;
- if you have an ANZ card linked to your account:
  - over the counter at an ANZ branch;
  - at an ATM which accepts the card; and
  - through an EFTPOS terminal.

- by ANZ Phone Banking;
- by ANZ Internet Banking;
- via non-ANZ ATMs; or
- by arranging an electronic debit, for example a recurring transaction or standing order to be paid directly from your account.

Please note, if you make a withdrawal or balance enquiry at a non-ANZ ATM within Fiji, the ATM operator may charge you a fee. These transactions do not count towards the number of free transactions you may be entitled to.

2.7 Stopping or altering payments for Standing Orders

A Standing Order is a debit from your ANZ account, which you instruct ANZ to make to the account of another person or business or to yourself between ANZ accounts in your name. A fee may apply for a periodical transfer.

If a Standing Order facility is available to your account, you can:

- arrange for a Standing Order to be stopped if you notify ANZ in writing before the payment is made;
- arrange for payment of a Standing Order to be altered if you notify ANZ in writing at least two (2) ANZ working days before the payment is made; or
- cancel a Standing Order facility at any time by notifying ANZ in writing.

Speed is important

You may notify us of your request to stop a Standing Order by phoning 132 411 or by visiting an ANZ branch. If you phone us, we may ask you to also send us written confirmation of your instruction to stop the Standing Order.

2.8 Processing withdrawals and deposits

Generally, any withdrawal, deposit or transfer made on your ANZ account will be processed to your account on the same day provided that it is made before:

- 4pm Monday to Friday (excluding public holidays).

Any transaction made after this cut-off time may be processed on the following ANZ working day.

Cash deposits at ANZ ATMs may take one (1) to two (2) ANZ working days to clear. Cheque deposits at ANZ ATMs may take five (5) to seven (7) ANZ working days to clear.

If a Standing Order is due to be paid on, or on the day after a non ANZ working day, the payment will be made on the preceding ANZ working day, unless the payment falls on the first day of the month, or unless you ask us to make the payment on a different date.

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

2.9 Payment procedures and insufficient funds

ANZ reserves the right to pay transactions presented for payment in any order that ANZ chooses. Where the transactions presented for payment exceeds the funds available for payment in the account, ANZ has discretion as to whether or not it will pay the funds. ANZ will not partially pay a payment.

2.10 Changes to fees, charges, interest rates and these Terms and Conditions

You agree that:

- ANZ may in its discretion at any time amend these Terms and Conditions upon 30 days notice to the customer; and
- any amendment of these Terms and Conditions, will apply after you receive, or are deemed under these Terms and Conditions to have received notice of them; and

You agree that to the extent permitted by law, ANZ may notify you of changes to your account, fees, charges, interest rates or these Terms and Conditions by notice displayed:

- in any of ANZ's branches;
- on ANZ's website; and
- by advertisement in major daily or national newspapers.

You will be deemed to have received the notice immediately after any such display or advertisement.

Changes to fees, charges and interest rates you agree that:

- ANZ may in its discretion amend the fees and charges and the interest rates applicable to your account (subject to regulatory requirements, if required);
- ANZ will provide you with 30 days notice before the effective date of any change in the fees and charges and interest rates applicable to your account by any of the following media:
- by written letter to you;
  - by email to you;
  - by SMS to you; and
  - by newspaper advertisement.

You will be deemed to have received the notice immediately after it has been provided to you or after any such newspaper advertisement. The amended fees and charges and interest rates will apply from the date that you are deemed to have received such notice.

2.11 Amounts owing

You agree that ANZ may debit directly from your account any amount that you owe to ANZ, including but not limited to, interest, discount rates, handling commissions, guarantee fees, transfer fees, administration fees and other expenses.

2.12 Interest

ANZ shall pay interest on the account in accordance with its prevailing rates and in accordance with its standard procedures from time to time. You can get details of current interest rates applicable to your account:

- at any ANZ branch; or
- by visiting our website at www.anz.com/fiji.

ANZ Term Deposits have specific terms relating to interest as stated in your Term Deposit Certificate.

2.13 Working out the interest we pay

Interest will be calculated daily and credited to your account on the last ANZ working day of the month.

Some accounts have tiered rates of interest, and others have banded rates of interest.

- A tiered rate means you will earn different rates of interest depending on the balance of your account. If your account balance is above a certain level, we will pay a higher rate of interest on the whole balance.
- A banded rate of interest means that different rates of interest apply to different parts of your account balance. For example, the interest we pay on the part of your balance between $10,000 and $20,000 may be different from the interest we pay on the first $9,999 of the balance.

ANZ Term Deposit interest will be calculated based on the deposit amount, interest rate and term deposit period as indicated on your Term Deposit Certificate. The interest will be calculated at the annual interest rate divided by the number of days in that year (usually 365, but 366 in a leap year). For ANZ Term Deposits prematurely withdrawn, payment of interest (if any) will be at the discretion of ANZ and will be calculated based on the interest rate determined by ANZ.

2.14 Providing credit

In the absence of any express agreement between ANZ and yourself to provide credit in respect of your ANZ account (for example through an overdraft facility), and you request a withdrawal or payment from your account which would overdraw your account, ANZ may, in its discretion, allow the withdrawal or payment to be made on the following terms:

- interest will be calculated daily on the overdrawn amount and charged to your ANZ account on the last business day of each month at the overdrawn account interest rate applicable and determined by ANZ at the time in which you overdraw your account;
- an unarranged overdraft fee may be charged for ANZ agreeing to honour the transaction which resulted in the overdrawn amount;
- the overdrawn amount, any interest on that amount and the unarranged overdraft fee will be debited to your account; and
- you must repay the overdrawn amount and pay any accrued interest on that amount and the unarranged overdraft fee within 30 days or upon demand by ANZ, whichever is earlier.

2.15 Statements and Notices

Account statements will be available for all accounts except for ANZ Term Deposits. Account statements for ANZ Term Deposits will only be available at the end of the term.

Account statements for all accounts listed at the front of this booklet, except for ANZ Term Deposits, will be made available by ANZ to you on a daily, fortnightly or monthly basis as elected by you.

You agree that any statements issued by ANZ to you other than for regular account statements, such as multiple statements, duplicate copies of statements, instant statement or prior statements or otherwise may be subject to a fee.

ANZ will make account statements available online through ANZ Internet Banking and/or the ANZ Pacific App.

For all other correspondences, notices and other documents which ANZ must inform you in writing, ANZ will post them at the address that you have nominated unless you have entered into a special agreement with ANZ for collection of them from ANZ's branch.

You will be deemed to have received account statements on the day ANZ makes them available on ANZ Internet Banking and/or the ANZ Pacific App.

You will be deemed to have received other correspondences from ANZ:

- in the case of delivery by post, on the date two (2) business days after posting; and
- in the case of an email or a message via Bank Mail, on the day of dispatch or posting.

If you think there are mistakes or unauthorised or disputed withdrawals or payments shown on your statement, contact us immediately. Details of our dispute resolution procedures are set out in section 2.19.

Where as a result of a change in law or the imposition of a new law some or all of these Terms and Conditions are varied or rendered unenforceable, you agree that ANZ will be able to provide you with notice of the corresponding variation (or unenforceable provision/s) by notice displayed:

- in any of the ANZ branches;
- on ANZ's website; or
- by advertisement in major daily or national newspapers.

2.16 Privacy and confidentiality

When you deal with ANZ, we may collect and use some of your information, including details about your transactions, your financial conditions, your relationship with us and/or your facility/ies (collectively referred to as information). We explain below when and how we may collect, use and disclose your information.

(1) Collection of information

ANZ may use and disclose the information we collect about you for the following purposes:

(a) to provide information about a product or service;

(b) to consider your request for a product or service;

(c) to provide you with a product or service;

(d) to tell you about other products or services;

(e) to perform internal administrative, operational and technology tasks (including technology infrastructure maintenance and support, application maintenance and support, risk management, systems development and testing, credit scoring, staff training and market, customer satisfaction research and business continuity management);

(f) to prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);

(g) as may be required under laws and/or by agreements with government agencies or revenue authorities, whether inside or outside of the country where your facility/ies is provided and held with us, to make inquiries about your tax status; and

(h) as required by relevant laws and external payment systems, whether inside or outside of the country where your facility/ies is provided and held with us.

(2) Disclosure of information by ANZ

By applying for and/or continuing to use the facility/ies provided by us, you acknowledge and agree that any information that ANZ has collected or will collect from or about you from time to time may be disclosed to and/or collected, held, processed, stored in electronic or virtual data storage, or used, in whole or in part, in any country by the following persons:

(a) any ANZ Group Member;

(b) any outsourced provider, contractors, agents, auditors and advisers which ANZ or any ANZ Group Member engages to carry out or assist with its banking functions and activities (for example mailing houses, credit reporting or debt collection agencies);

(c) regulatory bodies, government agencies, revenue authorities, law enforcement bodies and courts, whether inside or outside of the country where your facility/ies is provided and held with us, for the purposes of complying with any law and/or disclosure obligations we may have under an agreement with such bodies, whether the disclosure is made directly or through any ANZ Group Member;

(d) other parties ANZ Group Members are authorised or required by law to disclose information to;

(e) participants in the payments system (including payment organisations and merchants) and other financial institutions (for example banks);

(f) insurers and reinsurers;

(g) your representative (for example your legal adviser, mortgage broker, attorney or executor);

(h) any person, which in ANZ's view, the disclosure is necessary or desirable for the purpose of allowing us to perform our duties and to exercise our powers and rights under this agreement; or

(i) any person with your prior written consent.

2.17 Inactive accounts

Dormant Account: If your account has a credit balance and you have not operated your account for twelve (12) months, your account will be deemed by ANZ as a dormant account.

Unclaimed Monies: If your account has a credit balance and no transaction has taken place or statement account been requested for a period often (10) years, ANZ is required by law to publish in the Gazette and a daily newspaper circulating in Fiji a statement showing your account, requesting you or your legal representative to submit a claim to ANZ within three (3) months from the date of the publication.

If money remains unclaimed within three (3) months after the date of publication, ANZ is required by law to send your money less any publication costs to the Reserve Bank of Fiji for the credit of the government.

2.18 Disruption to service

A 'disruption' is where a service is temporarily unavailable or where a system or equipment fails to function in a normal or satisfactory manner. ANZ will correct any incorrect entry which is made in your account as a result of a disruption and will adjust any fees or charges which have been applied as a result of that incorrect entry.

To the maximum extent permitted by law, ANZ will not be liable for any loss or damage, including consequential loss or damage, suffered because of a disruption.

This disclaimer is in addition to, and does not restrict, any other provisions contained in these Terms and Conditions which limit ANZ's liability.

2.19 Solving problems

Step 1 Branch

Talk to our staff at a convenient ANZ Branch and Business Centre and they will do their best to help resolve any issues you may have. Complaints may be lodged in person or in writing (for example by letter, facsimile, email).

You agree that ANZ may require you to enclose photocopies of any originals and full disclosure of all supporting documents to allow it to investigate any complaints.

Step 2 Customer Response Centre

If you are unhappy with the response you have received or would like to lodge a formal complaint, you can contact our Contact Response Centre. Our specialists will work closely with you to address your concern quickly and amicably.

We aim to resolve the majority of complaints within a maximum of five business days. In cases where your complaint will take longer to resolve, we will update you progressively.

Contact details:

Call our Contact Centre toll free on: 132 411 (8am - 6pm from Monday to Friday except on Public Holidays)

Mail: ANZ Contact Centre
PO Box 179, Suva, Fiji
Email: ebusfj@anz.com
Fax: 3213 756.

Step 3 ANZ's Customer Advocate

If you are not satisfied with the resolution offered by our Contact Centre, you can have your complaint reviewed by ANZ's Customer advocate who provides a free, independent review to reach a resolution that is fair to you and ANZ.

Call our Contact Centre toll free on: 132 411 (8am - 6pm from Monday to Friday except on Public Holidays).

Reserve Bank of Fiji

If you are still not satisfied with the steps taken by ANZ to resolve the complaint, or with the result of our investigation, you can contact the Reserve Bank of Fiji as follows.

Reserve Bank of Fiji
Private Mail Bag
Suva
FIJI
Phone: +679 331 3611
Fax: +679 330 2094
Website: www.reservebank.gov.fj/

2.20 Indemnity

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

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

2.21 Anti-money laundering and sanctions

(1) You agree that ANZ may delay, block or refuse to process any transaction without incurring any liability if we suspect or have reasonable grounds to suspect that:

   (a) the transaction may breach any law;

   (b) the transaction involves or may involve any person (natural, corporate, governmental, trust, partnership or any other person) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by any supra-national organization, official body, the United States, the United Nations, the European Union or any country; or

   (c) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in any country.

(2) You must provide all information to ANZ which we reasonably require in order to manage our money-laundering, terrorism-financing or economic and trade sanctions risk and to comply with any laws in relation to these.

(3) Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into these Terms and Conditions. If you are acting on behalf of another party (such as a trustee), you agree to provide the details of the beneficial owner of the funds to ANZ, as may be required by ANZ from time to time.

(4) You declare and undertake to ANZ that the processing of any transaction by ANZ in accordance with your instructions will not breach any laws.

2.22 Withholding

ANZ may be required to withhold on payments to certain account holders, and pass such amounts to a local or foreign government agency or revenue authority, by law or under an agreement with such authorities.

If at any time any local or foreign government agency or revenue authority requires ANZ to make a deduction or withholding on any payment due to you, you agree to immediately reimburse ANZ for the amount of any such deduction or withholding, including authorising ANZ to deduct such amounts from your account. You will indemnify ANZ against any loss ANZ suffers or cost ANZ incurs as a result of such deduction or withholding.

2.23 Supplemental terms and conditions relating to Renminbi accounts and services

Renminbi currency risk

(1) Renminbi ("RMB") is subject to exchange rate risk and is currently not freely convertible. Fluctuations in exchange rates could adversely impact the amount of interest earned (if any) on RMB accounts. Provision of Renminbi conversion and other services through or by banks in Fiji is subject to the relevant regulatory and other policy requirements and restrictions applicable to Renminbi related activities and services (as may be changed from time to time). Any withdrawal from a Renminbi account (unless transferred to another Renminbi account) shall be by way of foreign exchange conversion into local currency (or such other currency as agreed to by ANZ) at ANZ's prevailing exchange rate. If any conversion of currency takes place, the returns on the Renminbi account would depend on the prevailing exchange rate.

(2) ANZ may, at your request, agree to provide Renminbi services to you on such terms and to such extent as ANZ may decide from time to time. The provisions of this clause 2.23 ("Supplemental Terms") shall apply to such services. For the purposes of these Supplemental Terms "RMB" means Renminbi that is traded offshore and governed by the rules and regulations imposed by the Hong Kong Monetary Authority ("HKMA").

(3) In opening an RMB account with ANZ, you agree to be bound by the Terms and Conditions including these Supplemental Terms (the Terms and Conditions and the Supplemental Terms are collectively the "RMB Terms and Conditions"). If there is any inconsistency between the Terms and Conditions and the Supplemental Terms, the Supplemental Terms shall prevail to the extent of such inconsistency.

(4) All RMB services agreed to be provided by ANZ to you (including but not limited to RMB exchange and remittance services) and the operation of any RMB denominated account are subject to: (a) the RMB Terms and Conditions, and any other specific terms and conditions governing the relevant RMB accounts or services (as amended from time to time); (b) the applicable laws, rules, regulations, policies and guidelines issued or imposed by any regulatory authority, government agency, clearing or settlement bank or agent, or professional body governing RMB related activities and services from time to time ("Applicable Provisions"); and (c) the internal policy of ANZ at the material time.

(5) Without limiting the provisions of subsection (4) and in connection with any transactions denominated in RMB cleared or settled through the RMB clearing and settlement system established in Hong Kong you acknowledge and agree that the operation of the RMB clearing and settlement system will be subject to: (a) any agreement for clearing and settlement of RMB in Hong Kong entered into between ANZ and any clearing bank or agent as amended from time to time ("Settlement Agreement"); (b) the Renminbi Clearing House Rules; and (c) the Renminbi Operating Procedures, (collectively the "Settlement Rules and Regulations"), as the same may be modified from time to time.

(6) You acknowledge and agree that, if there is any inconsistency between the RMB Terms and Conditions, any internal policy of ANZ, the Applicable Provisions and the provisions of the Settlement Rules and Regulations, the order of priority for the purpose of construction is as follows: (a) the Settlement Rules and Regulations; (b) the Applicable Provisions; (c) the RMB Terms and Conditions and (d) any internal policy of ANZ.

(7) You acknowledge and agree that, without prejudice to sub-section (6), the HKMA shall not owe any duty or incur any liability to you in respect of any claim, loss, damage or expense (even if the HKMA knew or ought reasonably to have known of your existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of: (a) anything done or omitted to be done by the HKMA bona fide or by the settlement institution of the RMB clearing and settlement system, Hong Kong Interbank Clearing Limited, any Member (as defined in the Renminbi Clearing House Rules) or any other person in the management, operation or use of the Clearing House (as defined in the Renminbi Clearing House Rules) or the Clearing Facilities (as defined in the Renminbi Clearing House Rules) or any part of them; and/or (b) by the giving of any consent, notice, advice or approval in relation or pursuant to the Renminbi Clearing House Rules and the Renminbi Operating Procedures referred to therein (as the same may be modified from time to time).

(8) The RMB Terms and Conditions and information (including fees and charges) applicable to your RMB account and services may be determined and amended by ANZ from time to time and are at all times subject the Applicable Provisions and the Settlement Rules and Regulations (as amended from time to time).

(9) You acknowledge and agree that ANZ is entitled to:

- revise, vary or amend the RMB Terms and Conditions or introduce additional terms and conditions applicable to your RMB account and services in accordance with the notification methods prescribed in the Terms and Conditions in relation to additional terms and amendments;

- terminate or cancel any RMB account or services you hold with ANZ and/or transfer or convert any amount in your RMB account if ANZ determines in its discretion that you do not, or have not, fulfilled and complied with the Applicable Provisions, the Settlement Rules and Regulations and the RMB Terms and Conditions applicable to RMB accounts and services (as amended from time to time), without prior notice to you; and
- at its discretion, close any RMB account that you hold with ANZ and either issue a bank cheque in local currency (or such other currency as determined by ANZ) at ANZ's prevailing exchange rate of the outstanding balance or transfer the remaining balance to another of your accounts with ANZ without prior notice if a breach of the RMB Terms and Conditions has occurred, or with at least 7 days prior notice (or such shorter notice as ANZ may determine in its discretion) to you if breach of the RMB Terms and Conditions has not occurred;
- (but is not obliged) reject to process or execute any transaction instructions which may, in ANZ's opinion, constitutes a breach of any Applicable Provisions or other laws or regulations; and
- to be fully authorised (but not obliged) to reject any of your deposit/exchange/remittance or other transaction instructions if such transaction is, in ANZ's opinion, in violation of the Applicable Provisions or the ANZ's internal policies.

ANZ shall not be liable for any losses or other consequences arising from or suffered by you as a result of any action taken by ANZ under this provision and is, unless otherwise specified, under no obligation to inform you prior to taking any such action.

(10) You acknowledge and agree that ANZ is entitled to report and disclose all and any transactions and information relating to you, your RMB account and/or services to the relevant regulatory authorities, government agencies, clearing or settlement banks or agents, professional bodies as may be required by the Settlement Rules and Regulations or the Applicable Provisions without prior notice to you.

(11) ANZ may from time to time refuse or terminate the provision of any Services relating to your RMB account to you (including without limitation to decline any withdrawal or deposit in cash of any amount from or to any of your RMB accounts, the remittance of RMB or the exchange of RMB into or from other currencies) without giving any reasons, and without notice if a breach of these RMB Terms and Conditions has occurred, or with at least 7 days' prior notice (or such shorter notice as the Bank may determine in its discretion) to you if breach of these RMB Terms and Conditions has not occurred.

(12) All RMB services (including but not limited to exchange and remittance services) are subject to the maximum amount per customer per day, or the maximum amount per transaction requirements imposed by ANZ from time to time in compliance with the Settlement Rules and Regulations (if applicable), the Applicable Provisions and the RMB Terms and Conditions (as the same may be modified or amended from time to time).

RMB savings and term deposits

(13) You understand and agree that in order to open and maintain a savings account or an ANZ Term Deposit in RMB you must have a local currency account (or such other account as may be agreed to by ANZ) with ANZ. Deposits into or withdrawals from your RMB savings account or RMB ANZ Term Deposit can only be made by funds transfer between your RMB savings account or RMB ANZ Term Deposit and your local currency account. Any such deposits or withdrawals will be converted at ANZ's prevailing exchange rate. The exchange rate may be the spot rate.

(14) Where ANZ is unable to provide a firm exchange rate quotation, ANZ shall effect the transaction on the basis of a provisional exchange rate which shall be subject to adjustment when the actual exchange rate is ascertained and any resultant difference shall be debited/credited (as the case may be) to you through your local currency account or any account you have with ANZ or by such other means as determined by ANZ.

(15) Deposit placement into any RMB account shall be valued and effected on or around 2 Business Days after the date the placement instruction is received by ANZ or such other date as determined by ANZ from time to time. For withdrawal from any RMB ANZ Term Deposit prior to maturity date, proceeds of the ANZ RMB Term Deposit shall be valued and released on or around 2 Business Days after the date the withdrawal instruction is received by ANZ or such other date as determined by ANZ from time to time. Any change of maturity instructions must be received by ANZ at least 2 Business Days before the maturity date, failing which ANZ shall not be obliged to act upon such change. For the purposes of this clause 15, "Business Day" means any day on which banks in China, Hong Kong and Fiji are open for business and excludes Saturdays, Sundays and gazetted public holidays.

(16) Interest (if any) is payable on the credit balance on your RMB account at such rate as determined by ANZ from time to time.

(17) ANZ may from time to time set restrictions applicable to RMB accounts and related transactions, including without limitation the setting of a cap for each transaction or account for a local (or other currency as determined by ANZ) currency deposit.

(18) No overdrawing is permitted and no overdraft will be granted.

(19) All inward remittances accepted by ANZ for crediting to an account are subject to final payment and confirmation from ANZ. ANZ is not required to remit funds until they have been cleared.

(20) ANZ may from time to time determine the maximum amount acceptable to ANZ for credit to RMB accounts per day. The amount of the credit balance in the RMB account at the cut-off time (as designated by ANZ from time to time) on each day shall be subject to a maximum amount as may be specified by ANZ from time to time. ANZ is authorised to transfer any excess amount in your RMB account to any other permitted accounts maintained by you with ANZ at any time without prior notice to you.

(21) ANZ may provide advice to you in relation to the RMB accounts and services. Notwithstanding this, you acknowledge and agree that all decisions with respect to entering into any transaction under the RMB Terms and Conditions are yours. Any such transactions entered into by you shall be in reliance upon only your own judgement and not in reliance of any representations, suggestions, recommendations or information (whether written or oral) by ANZ or any of its employees or agents or any research produced by ANZ or its affiliates. ANZ is not responsible or liable for any losses which you may incur or suffer as a result of, in connection with, or arising from any transaction or service under the RMB Terms and Conditions, or information on investments or markets (such as research reports, market trends, investment analysis or commentary) provided to you in connection with such transactions or services.

SECTION 3: ELECTRONIC BANKING CONDITIONS OF USE

3.1 Electronic Banking Conditions of Use

This section applies to all electronic transactions except those where your signature may also be required.

Unless the account services are provided or referred to you by us, we do 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).

3.2 Transaction limits

ANZ or another party such as a merchant may limit the amount of funds that are made available through electronic transactions, over any specific period of time for transactions that require the use of an ANZ Card and PIN.

ANZ may change any electronic transaction limit or impose new transaction limits by giving you notice. You can find out current electronic transaction limits for your accounts by calling ANZ on the relevant enquiries number listed in the final section of this booklet.

By default, your electronic transaction limits are as follows:

Electronic Transaction Limits	Access Debit Card	International Access Debit Card
Local ATM withdrawals	Up to FJD$2,000 daily, from the account(s) to which the card is linked, provided your ANZ account(s) contain sufficient funds.	Up to FJD$10,000 monthly. This is based on the sum of all electronic transactions performed in a month, from the account(s) to which the card is linked, provided your ANZ account(s) contain sufficient funds.
Local EFTPOS transaction	There is no limit on the funds that you can withdraw on your ANZ Card via EFTPOS facilities provided your account(s) contain sufficient funds.	
International ATM withdrawals	Not Applicable	
International EFTPOS transaction		

3.3 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 pay your bills. Details can be found out at www.anz.com/fiji.

3.4 Access to and use of Local transfer

When applying for local transfer for Internet Banking, you must request a local transfer daily limit which is subject to approval by us. The options for the daily limits are set out at www.anz.com/Fiji when you apply. Restrictions apply depending on whether you are using local transfer for personal or business purposes. The total of all local transfers (converted into Fijian dollars) on any day cannot exceed your local transfer daily transaction limit.

3.5 Access levels for ANZ Phone Banking and ANZ Internet Banking

Access Levels:

- **'Value transactions and BillPay Service '** - access every function within ANZ Phone Banking and ANZ Internet Banking for the account including BillPay Service, account balance information, transaction history details, ordering a cheque/deposit book, transfers between accounts, increasing a credit card limit, redrawing on a home loan and direct loan payments;
- **'Non-value transactions'** - can only view information about the account on 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. We may take several days to process this change.

Authorised users, regardless of their level of access, cannot access or 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 and select and change their own password.

3.6 Processing instructions – general

The account holder authorises us to act on the instructions you enter into electronic terminals. Any electronic transaction made by you cannot be cancelled, altered or changed by you unless allowed by the applicable Terms and Conditions.

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

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 us and to the merchant (if applicable) as soon as possible or you can make your report to us by calling ANZ on +679 331 6644, 24 hours, 7 days a week.

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 we receive, 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.

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

ANZ may refuse to process any transaction that contravenes any law or otherwise. We may notify you of electronic transactions we are unable to process.

You accept that:

- not all ATMs from which cash can be withdrawn will always contain cash;
- any cash dispensed at ATMs is at your risk once it becomes visible or available for you to collect;
- not all electronic equipment will allow you to make deposits.

An immediate transfer or local transfer or BillPay cannot be revoked or stopped once we receive your instruction. Future dated transfer local transfer or BillPay instructions can only be revoked or changed if instructions to delete the transaction are given to us two (2) ANZ working days before the transaction is scheduled to occur. After this time, the instruction cannot be revoked.

3.7 Processing instructions – ANZ Phone Banking and ANZ Internet Banking

Any ANZ Phone Banking and ANZ Internet Banking transactions will generally be processed to your account on the same day we receive your instructions, if given before 2:00pm 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 and ANZ Internet Banking will generally reflect the position of the account at that time, except for transactions not yet processed by us (including uncleared cheques and unprocessed credit card transactions) or cleared cheques processed by us that day.

3.8 Processing instructions – funds transfer

We will generally process funds and local transfer instructions:

- for immediate local transfers, on the day the instruction is given, if we receive the instruction before 2pm Fiji time on an ANZ working day;
- for future dated transfers, on the relevant future day you select if it is an ANZ working day Day (or if it is not, on the next an ANZ working day after that day).

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

- we are not obliged to process your instructions;
- there is a technical failure;
- there is a delay or error in accepting the instructions caused by the financial institution to which the transfer is to be made; or
- the instructions are for a transfer by way of a telegraphic transfer.

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

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

If the transfer is made from an ANZ credit card, it will be treated as a cash advance and interest and fees may apply.

3.9 Processing instructions – BillPay service

BillPay is an electronic payments scheme through which we can be asked to make payments on your behalf to billers.

For the purposes of the BillPay, we may also be a biller. You must comply with the terms and conditions for the account which you ask us to debit a BillPay (to the extent that those terms are not inconsistent with or expressly overridden by these Electronic Banking Conditions of Use).

To make a BillPay the following information must be given to us:

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

Once this information is provided, we will treat your instructions as valid and will debit the relevant account. We will not be obliged to effect a BillPay instruction if it is not made in accordance with these Electronic Banking Conditions of Use, or if the information given is incomplete and/or inaccurate.

Unless advised by us, no limits apply to your use of BillPay on both a per transaction and daily limit (per CRN) basis.

Subject to the processing instructions conditions set out above:

- any BillPay made by you will be processed on the day you tell us to make that BillPay, if we receive your instructions before 6pm Fiji time on a bank working day (ANZ's cut-off time); and

- BillPay instructions received after 6pm Fiji time on a bank working day, or on a day that is not a bank working day, will be processed on the next bank working day.

A delay may occur in processing a BillPay where:

- there is a public or bank holiday on the day after you tell us to make a BillPay;
- another participant, such as another financial institution or a biller does not process a payment as soon as it receives details of the payment or does not otherwise comply with its obligations under the BillPay Service.

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

We will attempt to ensure a BillPay is processed promptly by billers and other participants in the BillPay Service.

You should check your account records carefully and tell us as soon as possible if you become aware of:

- a BillPay which has been made from your linked account which was not authorised;
- the possibility that you have been fraudulently induced to make a BillPay; or
- any delay or mistake in processing of your BillPay.

If we are advised by a biller that it cannot process your BillPay, we will:

- advise you of this;
- credit your account with the amount of that BillPay; and
- tell you how we can assist you, if possible, in making the payment as soon as possible.

A linked ANZ credit card account can only be used to make a BillPay if the biller accepts credit card payment. If the biller does not accept credit card payment but you want to pay from a credit card account, payment will be by way of a cash advance.

Biller codes may only be used by authorised billers to receive payment of bills issued by that biller. You are not authorised to give a biller code to any person in order to receive payments owing to you. Where you do so, any terms and conditions for the use of BillPay Service will not apply to such unauthorised use of the biller codes.

3.10 Card validity

Your card remains our property at all times.

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

The account holder may cancel an ANZ Card at any time by sending ANZ a written request or by calling ANZ on the relevant numbers listed on the back of this booklet.

3.11 Lost or stolen cards, Password or PIN

If you report that an ANZ card has been lost or stolen, the card will be cancelled as soon as the report is made. You must not use the ANZ card once the report is made. If you recover the lost or stolen ANZ 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 us (and the relevant third party, if a third party issued the username, password, PIN or card to you) immediately if you become aware or suspect that your password, username ,PIN, CRN or TIC is disclosed or used without your authority, or lost. You must not then continue to use your password, username, PIN, CRN or TIC. We will cancel it and arrange for you to select a new username , password, PIN or TIC, or to be provided with a new CRN. The best way to make the report is to phone us on the numbers listed at the back of this booklet.

If our telephone reporting service is unavailable, you must report the loss, theft or misuse to any ANZ branch. Your account terms and conditions outline how you can make a report if our telephone reporting service is unavailable or you are overseas.

3.12 Lost and stolen card and PIN – while overseas

If your card or PIN is lost or stolen, or if someone else has found out your PIN, you must tell us immediately. The best way to minimise your liability is to phone us. Emergency phone numbers are listed at the back of this booklet.

- ANZ Access card (ATM/EFTPOS card) – we cannot provide an emergency replacement card and PIN until you return to Fiji.
- ANZ MasterCard and ANZ Visa cards (including ANZ Access Visa Debit card) - we can provide an emergency replacement card while you are overseas. However, you will not be able to use it at EFTPOS terminals or ATMs until you have returned to Fiji and chosen a new PIN for the card. You may still be able to make purchases and get cash advances (from your ANZ credit card account) or withdraw cash (if you have an ANZ Access Visa Debit card) over the counter at a financial institution where the MasterCard or Visa logos are displayed.

3.13 Cancellation of cards or electronic access

We may cancel any ANZ Card, CRN or electronic access without prior notice if:

- we believe that use of the card or electronic access may cause loss to the account holder or to us;
- the account is an inactive account;
- all the accounts which the card may access have been closed;
- the account has been overdrawn (other than by use of the informal overdraft facility), or you have exceeded your agreed credit limit;
- if we become aware that you do not meet, or cease to meet, our eligibility criteria for the card; or
- on giving you not less than three months written notice.

We may also at any time suspend your right to participate in the BillPay service.

The account holder may cancel an ANZ Card at any time by sending ANZ a written request or by calling ANZ on the relevant numbers listed on the back of this booklet.

You can request us to de-register you from ANZ Internet Banking at any time by Bank Mail or by phoning the relevant number listed at the back of this booklet.

3.14 Withdrawal of electronic access

ANZ may withdraw your electronic access to accounts through electronic terminals without prior notice if:

- electronic equipment malfunctions or is otherwise unavailable for use;
- a merchant refuses to accept your ANZ Card;
- any one of the accounts is overdrawn or will become overdrawn, or is otherwise considered out of order by ANZ;
- ANZ believes your access to accounts through electronic equipment may cause loss to the account holder or to ANZ;
- ANZ believes that the quality or security of your electronic access process or ANZ's systems may have been compromised; or
- ANZ suspects you of being fraudulent or engaging in inappropriate behaviour, unless this is prohibited by law.

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

3.15 Your responsibility regarding your ANZ Card, Password and PIN

You must keep your ANZ Card, Password, PIN and TIC secure. Failure to do so may increase your liability for any loss.

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

Password, PIN and TIC security

You must not:

- disclose your password, PIN or TIC to any other person;
- allow any other person to see you entering, or overhear you providing, your password, PIN or TIC;
- record your password, PIN or TIC on your card or on an article carried with or placed near your card that is liable to loss, theft or abuse at the same time as your card (unless your password, PIN or TIC is reasonably disguised);
- choose a PIN which has an easily retrieved combination, for example repeated numbers or letters; and
- choose a PIN that is easily identified with you for example your birth date, car registration, telephone number or your name.

3.16 Card security

You should:

- sign the back of your ANZ Card immediately upon receipt;
- on the expiry date destroy your ANZ Card by cutting it diagonally in half;
- not let anyone else use your ANZ Card;
- take reasonable steps to protect your ANZ Card from loss or theft.

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

To assist you, we publish security guidelines. A copy of the current guidelines is available at www.anz.com/fiji.

3.17 Unauthorised transactions

(a) When the account holder is liable

The account holder is responsible for any unauthorised use of their ANZ Card and PIN, including its use by anyone else in any way. The extent of the account holder's liability for any unauthorised transactions will depend on whether they have been responsible in any way for the unauthorised use of their ANZ Card or PIN.

If you have contributed to the loss arising from the unauthorised transaction:

- through your fraud;
- by voluntarily disclosing your password, PIN or TIC to anyone, including a family member or friend;
- by keeping a record of the password, PIN or TIC (without making any reasonable attempt to disguise it):
  (i) on the card or with the CRN; the security of the password, PIN or TIC has been breached (but not any loss incurred on any one day if the amount is greater than the daily transaction limit or other periodic transaction limit (if any); or
- the balance of the account, including any prearranged credit from which value was transferred in the unauthorised transaction.

(b) When ANZ is liable

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

- are caused by the fraudulent or negligent conduct of ANZ's employees or agents or companies involved in networking arrangements or of merchants or their agents or employees;
- relate to any forged, faulty, expired or cancelled part of the electronic access process;
- arise from transactions that require the use of any ANZ Card or PIN that occur before you have received or selected the ANZ Card or PIN;

- result from the same electronic transaction being incorrectly debited a second or more subsequent time to the same account;
- result from an unauthorised transaction that occurs after you have notified ANZ that any ANZ Card has been misused, lost or stolen or that the security of your password or PIN has been breached; or
- result from an unauthorised transaction if it is clear that you have not contributed to the losses.

3.18 Additional protection

Visa – Zero liability

Subject to the section headed 'Unauthorised transactions' you will not be liable for unauthorised transactions on an ANZ Visa credit.

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

3.19 Equipment malfunction

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

However, if you were aware or should have been aware that the equipment was unavailable for use or malfunctioning, our 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 personal computer anti-virus and PC security measures, and those of any authorised user, to help prevent unauthorised access via ANZ Internet Banking to your transactions and linked accounts.

3.20 Liability under BillPay

BillPay payments are irrevocable. No refunds will be provided through our BillPay service 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. If a BillPay payment has been made to an incorrect biller, or for an incorrect amount, and your account was debited for that amount, then you need to resolve that matter with the biller that received the payment directly. If a BillPay 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, then you need to resolve that matter with the biller directly. ANZ is not liable for any loss or damage you suffer as a result of using the BillPay service, including any consequential loss or damage, save for any liability that arises under section 3.17 above.

3.21 Changes to the Electronic Banking Conditions of Use

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

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

3.22 Changes to transactions made through electronic terminals

Any transactions made by you at an electronic terminal cannot be cancelled, altered or changed by you.

3.23 Printed transaction records

When you complete a transaction at an electronic terminal you will receive a printed transaction record. You must check your record carefully. You should retain these records for verification purposes and to aid in reconciling account statements.

3.24 Third party services

ANZ does not authorise, promote or endorse and shall not be responsible or liable in any way for 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).

3.25 General

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.

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 to you to collect; and
- not all electronic equipment will allow you to make deposits.

3.26 EFTPOS

EFTPOS stands for Electronic Funds Transfer at Point of Sale.

This facility allows you to pay for goods and services with a card linked to your account. Depending on the retailer, you may also be able to use the card to deposit or withdraw cash using the EFTPOS terminal.

3.27 Maestro and Cirrus

Maestro® and Cirrus® are international EFTPOS and ATM networks that allow you to access available funds in ANZ accounts by using your ANZ access card (excluding ANZ Access Visa Debit) or linked ANZ MasterCard while overseas.

If you have both a savings account and a cheque account linked to your card, when you accept the transaction to be processed you may be offered the option of selecting the account from which to make the withdrawal. Some ATMs do not give you the option of choosing an account. In this case, the ATM will automatically take the withdrawal from your linked primary account.

You cannot use your ANZ access card or ANZ MasterCard card at Cirrus ATMs overseas to pay money into your account or transfer funds between linked accounts.

Fees and charges – Maestro and Cirrus

Transaction fees apply for the use of Cirrus ATMs and Maestro EFTPOS overseas.

Surcharges – Maestro and Cirrus

You may have to pay a surcharge for making a withdrawal from some ATMs overseas. Surcharges will not appear as a separate item on your account statement. They will be included in the total amount of the withdrawal.

Exchange rates and conversion – maestro and Cirrus

All charges, purchases and cash advances will be processed through MasterCard international incorporated using the conversion rate set in accordance with its rules as at the date those transactions are processed by MasterCard international incorporated.

This means that:

- transactions in United States dollars will be converted into Fijian dollars; and
- transactions in other currencies will first be converted into United States dollars and then converted to the currency the account is held in. In most cases, the conversion rate applied to a refund of a transaction will be different to the conversion rate used for the original transaction.

SECTION 4: OTHER THINGS YOU NEED TO KNOW

4.1 Change of name and address

You should notify ANZ promptly in writing of any changes to your account details. ANZ will not be responsible for any errors or losses associated with account changes where ANZ has not received prior notice.

4.2 Our right to combine accounts and block access

We reserve the right to block access to your account. We can combine the balances of two or more of your accounts, without giving you notice, even if the accounts are at different branches or in joint names. We may do this if one of your accounts is overdrawn or is in debit and another is in credit. We can then use the balance of the account that is in credit to repay the overdrawn amount in the other account. If we combine any of your accounts we will tell you about this as quickly as possible. We do not need to notify you in advance. You should not treat your accounts as combined unless we have agreed to such an arrangement.

4.3 Closing your ANZ account

You or any other authorised person can close your account at any time upon request at any ANZ branch.

ANZ will pay you the credit balance plus deposit interest if any, less any accrued account fees and Government charges and fees applicable at the closing date (net credit balance). Monthly fees will apply even if the account has been open for only part of a calendar month. Any uncleared funds will not be released until they are cleared.

Any unused passbooks, cheque books, or ANZ Cards which solely operate the account must be returned to ANZ upon closure of your account. An account with cheque access may only be closed once all outstanding cheques have been presented. ANZ reserves the right to return any cheques presented for payment after the account has been closed.

If your account has either a nil or debit balance, and there have been no transactions (except for Government charges and fees) on the account for more than 30 days, then ANZ may close your account without giving you prior notice.

ANZ may exercise its discretion to close an account due to unsatisfactory conduct, where the balance falls below any required ongoing minimum balance, where you fail to provide us with any information we may request under these Terms and Conditions, where required by law, a regulatory body, revenue authority or government agency (whether local or foreign), or for any other reason it considers appropriate. In this event, ANZ will notify you in writing at the address shown on its records and will forward a bank cheque for the net credit balance of the account if it is in credit.

SECTION 5: BANK FEES AND CHARGES

All accounts are subject to specific account related fees and charges. Other general fees and charges may also apply to your account for other services or account activity.

Please refer to the 'ANZ Customers Banking Services Disclosure of Fees and Charges' booklet, as amended from time to time. You agree to pay the fees and charges and also agree that ANZ may debit these fees and charges directly from your account.

If ANZ fails to collect a fee to which it is entitled, ANZ has not waived its right to collect the fee for future transactions of the same nature.

SECTION 6: CONTACT US

POSTAL ADDRESSES

ANZ House	ANZ Cards
25 Victoria Parade	ANZ Pacific Operations
Suva	Private Mail Bag
Fiji	Suva, FIJI

CUSTOMER ENQUIRIES

General enquiries

Phone: 132 411 (local) | +679 3213 000 (if calling from overseas) 8am - 6pm, Monday to Friday except on Public Holidays

ANZ Cards

Lost or stolen cards, suspected unauthorised transactions or divulged passwords 679 – 331 6644 (24 hours a day)

ANZ Internet Banking Support Centre

Phone: 132 411 (local) | +679 3213 000 (if calling from overseas) 8am - 6pm, Monday to Friday except on Public Holidays

Australia and New Zealand Banking Group Limited, Fiji Branch. 12/24 21840

anz.com/fiji