

What you need to know about these terms and conditions

This booklet sets out the terms and conditions that apply to the accounts, products, or services we provide. It includes information about how you can use your accounts.

When you receive or use any account, product or service from us you agree to the following:

- You agree that the terms and conditions in this booklet apply to you and you'll comply with them.
- If we say we may, or can, do anything in these terms and conditions, you agree we can do that.

When we exercise any of the rights we have under these terms and conditions, we'll comply with any laws, including laws restricting how or when we exercise those rights. We also aim to exercise our rights fairly and reasonably.

Our fees are set out in our Fees and Charges booklet. We recommend you check the Fees and Charges booklet to see what is free, and what we can charge you for, before you start using any account, product, or service.

How to contact us

You can contact us at anz.co.nz or at any branch.

For other enquiries:

- General enquiries, call 0800 269 296.
- Business Banking enquiries, call 0800 269 249.
- Customer feedback line, call 0800 560 555.
- Lost your ANZ EFTPOS or ANZ Visa Debit card, call 0800 650 535, or +64 4 470 5019 collect from overseas.
- Lost your credit card, call 0800 658 044, or +64 9 522 3010 collect from overseas.
- Lost a cheque or cheque book, call 0800 269 296.

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WriteMark

Plain Language Standard

As part of our commitment to you, this document meets the WriteMark Plain Language Standard. If you have any questions about this document, please ask at any branch, phone us on 0800 269 296, or send us an email from our website.

A glossary of the terms we use

ANZ Group

The 'ANZ Group' includes ANZ Bank New Zealand Limited, Australia and New Zealand Banking Group Limited and any companies owned by, or related to, those companies. The companies may be located in New Zealand or overseas, including Australia, China, India, Fiji, or the Philippines.

ATM

A machine allowing someone to complete basic banking transactions, including withdrawing money. Its full name is an automatic teller machine.

Authorised signatory

An 'authorised signatory' is someone we've both agreed can access and use your accounts. We may have specific requirements about who can be an authorised signatory – we'll let you know if these apply.

Biometric identification

Biometric identification means verifying identity using a person's unique physical and other traits, such as Voice ID or facial recognition or fingerprint log-on using Touch ID fingerprint identity sensor.

Business day

'Business days' are any days except Saturdays, Sundays, or New Zealand public holidays.

Cleared funds

'Cleared funds' are funds in your account, available for you to use, which won't be reversed or dishonoured, unless the transaction is considered to be fraudulent.

Dishonour

A 'dishonour' includes when either of the following happen:

- When we reverse a payment you've made to someone else from your account, for any reason. For example, you don't have enough money in your account to make a loan payment, and we reverse the payment.
- When someone else, or their bank, reverses a payment they've made to your account, for any reason. For example, that person doesn't have enough money in their account to make a direct debit payment to you, and their bank reverses the direct debit. The money is then taken out of your account.

EFTPOS

The 'EFTPOS' system allows you to pay for goods or services without using cash. Money is electronically transferred from your account to the person selling you the goods or services. Its full name is 'electronic funds transfer at point of sale'.

General Terms and Conditions

Electronic Payment

Electronic payments are payments you make using Internet Banking, goMoney, or Phone Banking, or payments we make for you electronically, including automatic payments, bill payments, tax payments, and funds transfers. Electronic payments don't include contactless payments.

goMoney

ANZ goMoney is our mobile banking app for iPhone, iPad and Android devices, which lets you do things like check your account balances and make electronic payments, using your mobile device through an internet connection.

Intermediary

Intermediary means another bank or agent used by us to make an Electronic Payment directly or indirectly to a recipient.

Internet Banking

Internet Banking is our service that lets you do things like check your account balances and make electronic payments, using a computer or other device connected to the internet.

Month

When we talk about 'month' we mean a calendar month.

Our website

'Our website' is anz.co.nz.

Phone Banking

Phone Banking is our service that lets you use your telephone and our touchtone menu to do things like check your account balances, hear past transactions and make electronic payments.

PIN

This is a 4-digit number (4-7 digit for ANZ Phone Banking) or password you choose and then use to access certain services. Its full name is a 'personal identification number'.

Responsibility

When we talk about 'responsibility' or 'responsible' in this booklet, we mean each of the following:

- The responsibility or liability someone has for debts they owe, or someone else owes.
- The responsibility or liability for someone else's losses or costs.
- The responsibility someone has to do something, or not to do something.

Set-off

'Set-off' is a right that may arise if you owe us money and we also owe you money, or you have a claim against us. In some situations, set-off could result in the money one party owes the other being reduced.

Uncleared funds

'Uncleared funds' are funds in your account we may allow you to use, but which could be dishonoured, for any reason. For example, a person who has deposited a cheque into your account doesn't have enough money in their account to make that deposit, and their bank dishonours their payment to you. The money is then taken back out of your account.

Voice ID

Voice ID means verifying identity using the unique biometric characteristics in your voice.

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We

When we talk about 'we', 'us', and 'our' we mean ANZ Bank New Zealand Limited.

You

When we talk about 'you', we mean the person we've provided any accounts, products, or services to.

If more than one person:

- 'You' means each person individually, and any two or more of those people.
- Each person must comply with these terms and conditions.
- Each person must pay any amounts we're owed, by themselves or with the others who are responsible for those amounts.

General information about these terms and conditions, and the accounts, products, or services we provide you

Other terms and conditions can apply to the accounts, products, or services you receive from us:

- Different accounts have different features. For example, those features may include how you can use those accounts or how much you must deposit. Those features are set out in brochures or other advertising material for that account, or on our website. These features apply as well as these terms and conditions.
- Certain customers or specific accounts, products, or services, can have different or extra terms and conditions. If special terms apply to you or your accounts, products, or services, and they are inconsistent with a term in this booklet, then the special term will apply.
- Our 'Electronic Banking Conditions' apply if using Internet Banking, goMoney, Phone Banking, or a mobile wallet. If a term in our Electronic Banking Conditions isn't consistent with a term in this booklet, then the term in our Electronic Banking Conditions applies instead.
- Our 'ANZ EFTPOS card and ANZ Visa Debit Card Conditions of Use' apply if using an ANZ EFTPOS or an ANZ Visa Debit card. If a term in our ANZ EFTPOS card and ANZ Visa Debit card Conditions of Use isn't consistent with a term in this booklet, the term in the other booklet applies instead.
- Separate terms and conditions apply to same day cleared payments and international payments. Same day cleared payments are payments where we send notices confirming when payments are sent and received. International payments are payments being made to someone overseas and include payments like international money transfers. If you want to know more about these services, contact any branch.

Some compulsory laws also apply to your accounts, products, or services. We'll comply with any obligations we have under those laws.

We can change these terms and conditions

We can change these terms and conditions. We can also add, remove, or change any of our accounts, products, services, or the fees we charge you to access or use them.

We'll let you know what will change and the date the change will take effect. We'll let you know at least 14 days before we make the change. We can choose to contact you in one of the following ways:

- We can choose to write to you, send you an email or a fax, or call you by phone to explain any changes.
- We can choose to put up information about any changes in branches or on our website.
- We can choose to advertise any changes, for example in newspapers, or on radio or television.

We can change an interest rate without telling you first. Some other terms may change because of a change in the law or a practice affecting everyone who provides or receives the same type of account, product, or service. We'll try and tell you about these changes before they happen but it might not always be possible for us to do. We can suspend or end your access to Internet Banking, goMoney, or Phone Banking, or any functionality in those services, without telling you at any time.

General Terms and Conditions

New Zealand law applies to these terms and conditions

New Zealand law applies to these terms and conditions. You agree that any term or condition the law doesn't allow, or that doesn't meet compulsory responsibilities we have at law, are changed, as needed, to be lawful or to comply with the law.

In these terms and conditions we refer to New Zealand laws. The references include any replacements or amendments to those laws.

You must use any accounts, products, or services for a lawful purpose

You agree to use any accounts, products, or services we've provided you in accordance with laws in New Zealand and overseas:

- You agree you'll only use the accounts, products, or services we provide you for a lawful purpose. For example, you must not use an electronic payment to buy something illegal in New Zealand.
- When you use any accounts, products, or services we provide you, you agree you'll comply with any laws in New Zealand. This includes laws prohibiting money laundering or financing of terrorism, or prohibiting dealing with certain countries, people, or types of businesses.
- When you use any accounts, products, or services we provide you, you agree you'll comply with any laws in any other country, if those apply to you. You also agree to comply with any laws in any other country applying to us because of who you are or the types of accounts, products, or services you're using. This includes laws prohibiting money laundering or financing of terrorism, or prohibiting dealing with certain countries, people, or types of businesses.

The Consumer Guarantees Act 1993 will apply if you're a consumer

Unless you're a business or you'll use accounts, products, or services for a business, the guarantees given to you under the Consumer Guarantees Act 1993 apply.

We follow the good banking practices set out in the Code of Banking Practice

We follow the good banking practices set out in the Code of Banking Practice. You can ask for a copy of the Code at any branch, or get it from the New Zealand Bankers' Association's website, www.nzba.org.nz.

Our Reserve Bank Disclosure Statement has more information about our business

Our Reserve Bank Disclosure Statement has information about our business. Ask for the most recent copy through any branch or get it from our website.

Our Qualifying Financial Entity Disclosure Statement has information to help you choose a financial adviser

Our Qualifying Financial Entity Disclosure Statement has information about the financial advice our staff can give you about our accounts, products, or services. Our disclosure statement will help you decide which financial adviser to choose. Ask for the most recent copy through any branch or get it from our website.

How you can give us your feedback, and what to do if you have a problem

We're always looking to improve the accounts, products, and services we offer you. Let us know if you have any suggestions on how we can improve or if you'd like to let us know when you really liked the service you've received.

If we've made a mistake or you're unhappy with our service, we want to know too. We'll try to put it right quickly and fairly.

We'll let you know if we can't resolve things for you on the spot. We'll keep you up-to-date about what we're doing to resolve the issue for you. If you're unhappy with how your complaint is being handled, our Customer Relations team can help. They're also experienced at helping customers with difficult or complex situations.

General Terms and Conditions

To contact us, call into any branch, phone our ANZ Customer Feedback Line on 0800 560 555, fill in our online form on our website or send us a secure email from Internet Banking. You can also write to us at Customer Relations, ANZ New Zealand, Private Bag 92210, Victoria Street West, Auckland 1142.

The Banking Ombudsman may also be able to help you

Sometimes, after we've looked into a problem you have, we may not be able to agree on an outcome with you. At that point you can contact the Banking Ombudsman who may be able to carry out an independent review of what we've decided to do.

The Banking Ombudsman isn't able to consider all types of complaints – see the Banking Ombudsman Scheme website, www.bankomb.org.nz for more information. You can contact the Banking Ombudsman Scheme from the website, write to Freepost 218002, PO Box 25327, Featherston Street, Wellington 6146 or call 0800 805 950.

How we collect and use information about you

It's important we keep our information about you up-to-date. To do that, we need your help. Please tell us as soon as possible if any of your contact details or other information you've given us changes.

We take your privacy seriously, and understand the need to keep your information confidential and secure. We update our technology regularly to help protect your information. To help prevent fraud, we also recommend you take steps to keep any information about you or your accounts with us secure.

What we can use information about you for

You agree we can use information about you to do any of the following things:

- To assess whether we'll give you a particular account, product, or service.
- To provide you with, or manage any of, our accounts, products, or services, or our relationship with you.
- Unless you tell us otherwise or opt out, to give you information about other accounts, products, or services we offer, including communicating with you about this through online advertising, such as on ANZ's websites, third party websites and applications including social media.
- Unless you tell us otherwise or opt out, to give you information about products or services that other reputable companies or organisations offer, if we have a continuing relationship with them.
- To help us work with other reputable companies or organisations in New Zealand or overseas that offer loyalty programmes or other services connected with any of the accounts, products, or services we offer.
- For data analysis, including to understand, tailor and improve your experience online (including ANZ Internet Banking services, ANZ goMoney, third party websites and applications, including social media) and to identify products and services you may be interested in getting or finding out about and to generate insights.
- To do market research. We can also compare information we have about you with publicly available information about you or information held by other reputable companies or organisations we have a continuing relationship with, for any of the reasons above.
- To comply with any laws in New Zealand or overseas that apply to us, to you, or to the accounts, products, or services we provide you.
- To identify, prevent or investigate any actual or suspected fraud, unlawful activity, misconduct or threats to our systems. Our use of information may include monitoring traffic and information to and from our website and other IT systems for those purposes.

If you don't want to get information about products or services, we or other reputable companies or organisations offer just call us on 0800 269 296 or tell us at any branch.

General Terms and Conditions

Who we collect information about you from, and who we can give it to

To help us carry out any of the uses above, you agree that we can get information about you from, or give your information to, any of the following people or organisations in New Zealand or overseas:

- You, any authorised signatories or your agents (including information you or they have entered on our website or any website hosted or administered by any member of the ANZ Group).
- Your parents or guardians, if you're under 18 years old.
- Credit reporters. This includes both good and bad information about your credit history, and notifications that other people have enquired with the credit reporter about you.
- Debt recovery agencies.
- Anyone in the ANZ Group.
- Anyone who guarantees any money you owe us.
- Anyone who helps us carry out any of the uses above, like mail houses, market research companies or data analysis companies.
- Any reputable companies or organisations we have a continuing relationship with.
- Anyone who offers loyalty programmes or other services connected with any of the accounts, products, or services we offer.
- Other banks or financial institutions, as part of our obligations when paying or receiving money on your behalf.
- Any person or organisation as allowed by the Privacy Act 1993.
- Anyone who assists us to identify, prevent or investigate fraud, unlawful activity, misconduct or threats to our systems.

For any of the reasons under 'What we can use information about you for' above, we can combine your personal information with information we collect about you online. For more information about how ANZ collects information online, see our Electronic Banking Conditions and our Website Security and Privacy Statement, available at anz.co.nz or from any branch.

If we've given information about you to someone else for any of the reasons above, including another member of the ANZ Group, we'll require them to keep the information confidential and secure. We'll tell them that they aren't allowed to sell the information, and must only use it for the purpose we've given it to them for.

From time to time, we collect information about you from public sources.

If you're an organisation, like a company, trust, or partnership, we may also need information about anyone who owns you or has control over your organisation. For example, your directors, trustees, partners, shareholders, people who established any trust, or the beneficiaries of any trust. We can ask those people to provide us with the information directly or ask you to provide that information for them, if you have their authority.

How credit reporters and debt recovery agencies can use information about you

Credit reporters collect information about your credit history to help people and companies make a decision whether to provide you goods or services. Debt recovery agencies help people and companies recover money other people owe them when they've failed to pay.

We are required to provide credit reporters with good and bad information about your credit history. Credit reports are an important part of determining your suitability as a borrower. They help confirm your identity, verify your current credit obligations and are used to calculate the likelihood of you meeting your credit repayments.

You agree credit reporters and debt recovery agencies can keep any information we give them about you, and can give it to people who pay for and use their services. You can ask credit reporters and debt recovery agencies to correct your information if it needs to be updated.

We may need to give information about you to others to comply with laws in New Zealand or overseas

We must comply with laws in New Zealand and overseas. You agree we can give information about you to the ANZ Group, Police, other financial institutions or government agencies in New Zealand or overseas:

- We can give information about you to help us comply with laws in New Zealand or overseas.

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- We can give information about you if we believe giving the information will help prevent fraud, money laundering, or other crimes.
- We can give information about you to help us decide what we need to do to comply with the law in New Zealand or overseas.

We may not be allowed to tell you if we do give out information about you. We're not responsible to you or anyone else if we give information about you for the purposes above.

You agree to give us any information we ask you for if we believe we need it to comply with any laws in New Zealand or overseas.

You can access or correct your personal information

You can access or correct your personal information by calling 0800 269 296 or asking at any branch. We may charge you a fee to access the information we have about you.

We can give you information electronically

If any laws require us to give you any information in writing, you agree we can send you this information electronically. We'll either use an email address or mobile number you've given us for this purpose or we'll include the information on a website you can access.

How we can contact you

We may need to give you information about our products and services. You agree we can choose how we give you that information including by:

- Giving you a letter or notice.
- Writing to you, calling you, or sending you an email or text message, using the contact details you've given us.
- Including the information online, such as a website you can access like Internet Banking.
- Publishing a public notice or displaying the information in ANZ branches or on our website if we need to give a number of customers the same information.

We can record your calls with us

We can monitor or record your phone calls with ANZ. We do this mainly to try and improve our service. But we can also:

- Use information we collect during those calls – see 'What we can use information about you for'.
- Give that information to other people or organisations – see 'Who we collect information about you from, and who we can give it to' and 'We may need to give information about you to others to comply with laws in New Zealand and overseas.'

We need to identify and collect information about you under New Zealand laws

Some laws, like those to identify and prevent money laundering, mean we need to identify you and any authorised signatories who can access or use your accounts, products, or services. Tax laws mean we need to collect a declaration that gives information about you and your tax residency status before we can give you certain accounts, products, or services.

We'll identify you and any authorised signatories:

- before you receive new accounts, products or services from us
- when you do certain things, like cashing a cheque
- when needed, to keep the information we have up to date.

We'll tell you what identification we'll need. The identification may need your photo or signature on it – let us know if you don't have one of the more common forms of identification, like a passport.

General Terms and Conditions

We'll need a declaration that gives information about you and your tax residency status:

- before you receive new accounts, products, or services from us
- when needed, to keep the information we have up to date.

We'll tell you what declaration and information about you and your tax residency status we'll need under tax laws here and overseas. We may need information like your tax identification number.

If you're an organisation, like a company, a trust, or a partnership, we'll also need to identify and collect a declaration giving tax residency information for anyone who might own or have some control over your organisation. For example we can ask to identify or ask for a declaration giving tax residency information for your directors, trustees, partners, shareholders, people who established any trust, or the beneficiaries of any trust. We can also ask you to update this information if those people change. We can also ask you to give us copies of the documents setting up your organisation, or setting out how your organisation operates. For example, we can ask you for your certificate of incorporation, your constitution, trust deed, or partnership deed.

If we need it to comply with any laws in New Zealand or overseas, we can also ask you for information about what you will use any new accounts, products, or services for, or where any money deposited into your account will come from. You agree to give us that information if we ask you for it.

We can charge you fees on your accounts, products, and services and pay certain other amounts

We can charge you fees for the accounts, products, and services you receive from us. These fees are set out in our Fees and Charges booklet – you can get a copy in any branch. This information is also available on our website. If you want to do something that isn't described in our Fees and Charges booklet, we may charge a fee for this too. Wherever possible, we'll tell you what this fee will be before you have to pay it.

We may also have to charge you interest on some accounts, products and services you receive from us. For example, if we're lending you money, we'll charge you interest on that money until you repay it in full. See our website for information about our current interest rates. When calculating interest, we may round or adjust the amount of interest, depending on the product or how our systems work.

We charge all monthly account and transaction fees to your accounts on the last business day of the month or when your account is closed. If you change the account you have, we'll automatically change the monthly account and transaction fees to those for your new account type. The new monthly account and transaction fees will apply for the full month in which you change your account.

We can take any government fees and charges, including certain taxes, from your accounts.

We can pay these amounts even if you don't have enough money in your account. If that happens, your account will become overdrawn, and we can charge you a fee or interest. We can also ask you to repay the overdrawn amount immediately. See 'Making payments' for more information.

We can charge you the costs we incur when we exercise our rights under these terms and conditions or any other agreement. These costs could include legal fees, debt recovery fees, or agency fees. You must pay us these costs when we ask you to.

We have certain legal rights if you owe us money

You agree we have certain legal rights if you owe us money:

- You agree we have the right to use any amounts we owe you to pay any amounts you owe us. This is called 'set-off'. For example, if you have money in an account with us, this is an amount we owe you. We can take that money and use it to pay any amounts you owe us, like fees or any overdrawn amounts in your other accounts.
- You agree we have the right to move money from one of your accounts with us into another account you have with us to pay an amount you owe us. This is called 'combination'.
- You agree we have the right to hold physical property which you've given us, for any reason, until we're repaid amounts you owe us. This is called a 'lien'.

You also agree to pay us any amounts you owe us in full and without exercising any right of set-off you may have.

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We can also charge you a fee or charge interest on any amounts you owe us. We'll calculate interest daily on any amounts you owe us at an interest rate we decide applies to you. We'll charge this interest to your account monthly on the last business day of the month until you've repaid these amounts.

We can choose not to exercise any rights under these terms and conditions

If we don't exercise a right we have under these terms and conditions, this doesn't stop us from exercising that right or any other rights we have in the future. We can also exercise our rights in different ways at different times.

What happens if we are insolvent?

Cash deposits at ANZ (including amounts in any current or savings account or term deposit) are debts that we owe that are unsecured and unsubordinated. This means that we don't guarantee you'll be repaid the money you have deposited in those accounts, or any interest on them. The money you have deposited into those accounts won't be repaid first out of any property or assets we own. See our Reserve Bank Disclosure Statements for more information about ANZ's business, financial position and credit rating. It also contains information about ANZ's view of the risks ANZ faces as a registered bank, and the steps ANZ takes to mitigate those risks. Copies of the latest Reserve Bank Disclosure Statement are available, free of charge, from the head office of ANZ at the ANZ Centre, 23-29 Albert Street, Auckland 1010, online at www.anz.co.nz or from any branch.

How you use your accounts with us

Your master account mandate sets out who can use your accounts

You must sign a master account mandate when you open a new account with us. A master account mandate, sometimes known as an account authority, is a contract between you and us. It sets out how you and any authorised signatories will use your accounts, including who can complete certain types of transactions or get information about your accounts.

To change who can use your accounts, including any authorised signatories, or how you will use your accounts, you, us, and anyone else who owns the account, will need to agree. Any changes will only take effect once everyone who needs to has signed our standard form or a new master account mandate and you've returned it to us.

You're responsible for any transactions using your account we believe you or an authorised signatory have made. You're responsible for any transactions where your PIN, the customer number we've given you to identify you and your accounts, your password, or your biometric identification (such as Voice ID, or fingerprint activation on your mobile device) is used. You're also responsible for any transactions we believe are consistent with the access rights set out in your master account mandate.

Protecting your PINs and passwords is very important. For the steps you must take to protect your PINs or passwords, see the section 'How to help protect your PINs, passwords and biometric identification' below.

We don't have to let an agent use your accounts

You must tell us if you are opening or using an account as an agent for someone else. An agent is someone who is authorised to act on behalf of someone else.

We will generally not agree to let you open or use an account as agent for someone else. Instead, we can ask that other person to open or use the account themselves. If you haven't told us you're acting as agent, we can assume you're acting on your own behalf, and for your own benefit.

We don't have to let a person with a power of attorney use your accounts

A power of attorney is a document giving someone the right to act for you. An attorney can sign documents or enter agreements for you.

We don't have to agree to let a person with a power of attorney use your accounts on your behalf. Our preference is to deal with you personally. However, we understand there may be some situations when you need to have someone else instruct us or sign documents using a power of attorney.

General Terms and Conditions

If we do let your attorney use your accounts, you'll be responsible for any transactions they do. You agree to give us a copy of the power of attorney, and to confirm any transactions your attorney does, if we ask you to. We can also ask your attorney to provide us with a 'Certificate of Non-Revocation' which will confirm to us that their power of attorney is still in force.

The responsibility for how joint accounts are used

A joint account is where you and someone else own the account. You'll each be responsible for the account.

You're responsible for any amounts owing to us on the joint account, by yourself, and with the other owners of the account.

We can ask for confirmation from all the account owners before we change how you use the account or before we close the account. You agree we can deposit money we receive that is just for you into your joint account.

If a joint account owner dies, we can let the remaining owners use the account. We can, instead, choose to close the account and pay the remaining account owners any money in the account.

If you no longer want to be a joint account owner, all joint account owners will need to agree in writing or in person at a local branch. We will close the account and all joint account owners will be responsible for all amounts we're owed for that account.

How partnership accounts can be operated

If your account is for a partnership, you must tell us in writing if there are any changes to the partnership after your account is opened. You need our written agreement to release a partner from any responsibility for amounts the partnership owes us. If the partners change we can ask all partners to sign a new master account mandate. We can also ask you to give us copies of the documents changing the partnership.

Each partner is responsible for amounts owed to us on the partnership's account, by themselves and with the other partners.

How trust accounts can be operated

You must tell us if you're opening an account as a trustee of a trust, even if the trust doesn't have a trust deed. We have certain rights if you haven't told us you are acting as a trustee of a trust:

- We can assume you're acting on your own behalf under any agreements with us, and your accounts are being used for your benefit only.
- We're not responsible to you, any other trustees, or any beneficiaries of the trust, for any actions you take, or don't take, when using your account.

You must tell us immediately if any trustees change or if your trust deed changes. If any trustees change, we can ask all trustees to sign a new master account mandate. We can also ask you for copies of the documents changing the trustees or the trust deed.

If you're a solicitor, accountant, or other trustee we've agreed is an independent trustee, we'll restrict your responsibility to the property of the trust when we recover any amounts the trust owes us. We won't recover money from you personally if the property of the trust isn't enough to repay us any money owing. However, we can recover amounts owing from you personally if we incur losses or costs because you acted deliberately, or dishonestly, in breach of your duties as trustee.

If you have an informal trust account you can only withdraw money for the benefit of the beneficiary

An informal trust account is where one person, the trustee, sets up an account for the benefit of someone else, the beneficiary, but there is no formal trust deed. If you have an informal trust account, you must only use the account or withdraw money from the account for the benefit of the beneficiary. We can ask you to confirm in writing you're withdrawing the money for the benefit of the beneficiary.

If you're under 18 years old, some accounts, products, and services aren't available to you

If you are under 18 years old, some accounts, products, and services aren't available to you. If we choose to, we can ask for your parent or guardian to agree before we'll give you or let you use those accounts, products, or services.

General Terms and Conditions

We don't have to accept telephone, fax or email instructions

For your security and protection, we don't generally accept any instructions you give us by phoning, faxing, or emailing us. Even if we've agreed to accept instructions you've sent us by phone, fax, or email, if we believe or suspect they haven't been given by you or by an authorised signatory we can still choose to refuse them.

You agree we can do certain things if we do accept instructions by phone, fax, or email:

- You agree we may only transfer funds between your accounts, and may not agree to transfer funds to someone else.
- You agree we don't have to identify the person giving us the instruction.
- You promise to pay any losses or costs we incur because of any instruction we've received, unless we directly caused those losses or costs by our negligence.

We can use VoiceID to identify you

If you agree, we can use VoiceID to identify you on your calls with ANZ. When you enrol for Voice ID, we will create secure voice prints for you by recording you speaking certain identification phrases. You agree that we can then use your voice prints to identify you on your calls with ANZ. You also agree that we can rely on your instructions to us once we have identified you using Voice ID, without taking any further steps to identify you. We may also ask you for further information before acting on an instruction. You must not:

- Record your voice identification phrases, such as your passphrase
- Let someone else record their voiceprint against your customer number.

You agree that you will be responsible for actions on your accounts following successful identification using Voice ID under these conditions.

How to help protect your PINs, passwords and biometric identification

You'll need a PIN or password to use your accounts using services like Internet Banking, goMoney, Phone Banking, EFTPOS, and ATMs, unless another security feature applies, such as Voice ID or successful fingerprint log-on to goMoney using a fingerprint identity sensor.

You must do everything you can to protect your PIN, password and biometric identification:

- Choose a PIN or password that's hard for others to work out. Don't choose sequential numbers, like 1111 or 3456. Don't base it on information about you that's easy to find, like your birth date or your telephone number.
- Memorise your PIN or password – don't write your PIN or password down.
- Always keep your PIN or password confidential. Don't tell others your PIN or password, including your family or anyone who appears to be in authority, including people who claim to be our staff, or the Police.
- Take all reasonable care when using your PIN or password so no one else sees it. For example, take care no one sees you enter your PIN or password when using a computer, phone, EFTPOS, or an ATM.
- Choose different PINs and passwords for different services with us and for services with other companies.
- Change your PIN or password regularly.
- Lock your mobile phone or other mobile device when you're not using it and don't leave it unattached.
- Never have fingerprint access enabled in goMoney Settings if someone else's fingerprint is stored on your mobile device.
- Never record your voice identification phrases used for Voice ID, such as your passphrase.
- Never let someone else record their voiceprint against your customer number.

More information about how to protect your accounts when you're using Internet Banking, goMoney, Phone Banking, or a mobile wallet is set out in our Electronic Banking Conditions, which you can get on our website.

General **Terms and Conditions**

How to help stop unauthorised use of your accounts

If you lose your EFTPOS card or it's stolen – call us immediately toll free on 0800 650 535, 24 hours, seven days a week, or call +64 4 470 5019 collect from overseas.

If you suspect someone might know your PIN or password, or you believe someone has used your accounts without your authority, call us immediately on 0800 269 296 or on +64 4 470 3142 collect from overseas.

You can also tell us at any branch. If you call us, we may need you to come into any branch to confirm what has happened in person. We'll need full information about what has happened in case we need to contact the Police.

When we'll give you a statement or account information and when you must check them

When we'll provide you with a statement

To help us keep your information up-to-date, tell us as soon as possible if any of your contact details change.

We'll provide you with an account statement at least every six months. However, if you have certain types of accounts, you won't receive statements by mail at all.

If you have Internet Banking you can ask us not to send you any statements by mail. Instead, you'll be able to get up to 24 months of information about your accounts on Internet Banking.

You can ask us for a printed statement at any time, but we can charge you a fee for printing and sending it to you.

Unless we've agreed otherwise, we'll send all statements and other notices to the last address we have for you. You're considered to have received any statements or other notices we send you three days after we send it to you at that address.

Please check your statements and account information carefully

Depending on the account you have, we'll do one or more of the following:

- Send you a statement in paper form.
- Make an electronic copy of your statement available to you to access through our online channels.
- Include account information for you to access through our online channels.

Please check your statements or account information carefully to make sure the transactions on them are correct.

We recommend you check any statements you get in paper form as soon as you receive them.

Or, if we make an electronic copy of your statement or account information available to you online we recommend you check these at least monthly. We have no obligation to tell you when electronic statements or account information is available for you to view online.

If you believe there are errors or transactions you haven't authorised, let us know immediately. You'll need to give us information about the transaction so we can look into this for you. We'll respond to you as soon as possible. If there are any delays, we'll let you know and explain why.

If you wait longer than 90 days after we've sent you the statement or made the electronic statement or account information available to view online, then the following will apply:

- You accept the account balance and that the transactions shown on your statement or through our online channels are authorised and correct.
- To the extent permitted by law, and unless we've acted negligently or dishonestly, you agree you can't bring a claim against us for any losses or costs you or anyone else incur if the account balance or transactions are not authorised or correct.

You can still contact us after 90 days to tell us if you believe there are errors or transactions you haven't authorised. We'll work with you to help resolve the issue for you if possible. However, we do not accept any responsibility for the loss.

If we make a mistake, we can take the money deposited to your account back out

If we make a mistake depositing money or processing a transaction, you agree that we can take that money back out of your account. For example, if we deposit the money twice by mistake, we can take out one of those deposits. Or, if we accidentally deposit the wrong amount, deposit money into your account in error, or deposit rather than withdraw money, we can take that money out of your account. If we reasonably believe a transaction is fraudulent, including a deposit into your account, you also agree we can take that money back out of your account.

If you receive money from us by mistake, you agree it's money you owe and must repay us. See 'You must repay us money you owe us when asked'. You also agree that we can take the money out of your account without telling you first. Don't spend money you know, or suspect, isn't yours as this may be considered theft or fraud, which is serious. If you don't have enough money in your account, your account may become overdrawn, and we may charge you interest and a fee.

Large organisations set up payments to, or use direct debits to take money from, many customers at once. Sometimes, those organisations make mistakes taking those direct debits or making those payments. For example, they may take a direct debit twice, make a payment twice, or make a payment instead of taking a direct debit. You agree that, if there's a mistake and it affects you, we can reverse the direct debit or payment from your account on request by the organisation or their bank, under the payment rules that apply to all banks. You agree that the organisation paying you or taking your direct debit payment is responsible for telling you what's happened and talking to you if you have any concerns.

When we'll pay interest on money you have in some of your accounts

We will pay you interest on money you have in certain types of accounts with us. Whether we'll pay interest on a particular account will be set out in the brochure or other advertising material for that account, or on our website.

Unless we agree otherwise, we'll calculate interest daily at the interest rate we decide applies to you or the rate we've agreed with you and add it to your account monthly on the last business day of the month. See 'How and when we process deposits or payments into your accounts' for important information about our payment processes and how they can affect interest on your accounts. When calculating interest, we may round or adjust the amount to a certain number of decimal places, depending on the product or how our systems work.

We will deduct any tax we must collect from any interest before we add it to your account. We will pay that tax to the Inland Revenue Department for you. The amount of tax we deduct will depend on the tax status you've told us you have and the account you have. If you don't tell us your tax status, we'll deduct tax at the rate we decide.

We can change the interest rate we'll pay on different accounts without telling you first. We can also set how much money you must have in your account before we will pay any interest. We can also apply different interest rates depending on how much money you have in your account. We can also decide on other criteria you need to meet to earn an interest rate, like depositing a minimum amount.

You must pay us money you owe us when asked

If we ask you to, you must immediately pay us any money you owe on your account. We can charge you a fee or interest, at a rate we decide applies to you, until you've repaid those amounts to us. We'll charge any fees or interest to your account on the last business day of the month.

You agree that if you don't pay us money owing when we ask you to, we can take any action we need to recover that money, including Court proceedings or sending your debt to a debt recovery agency. If we have to take debt recovery action, it could affect your ability to borrow money from us or other lenders in future.

When we can take money from your account to pay other people you owe

We must take government fees and charges, like tax, on any interest we pay you from your accounts. We can also take money from your account and pay this to a government agency or someone else in certain situations:

- We can take money from your account and pay it to a government agency if we are given a notice or demand under certain laws we believe we must comply with.
- We can take money from your account and pay it to someone else if we are given a Court order which requires us to pay someone money from your accounts.

Making payments

A payment is a request to us to move your money from one place to another. This section sets out information on the three main ways you can make payments from your accounts.

- Electronic payments
- Direct debits
- Cheques

About electronic payments

Electronic payments are payments you make using Internet Banking, goMoney, or Phone Banking, or payments we make for you electronically. You can set electronic payments to go on the same date or a future date. See the 'What terms apply to overseas payments' section below for the terms that apply to overseas payments. Here's a list of the electronic payment types.

Type of electronic payment	About those electronic payments
Automatic payments	Regular payments for a set amount to someone else or to another one of your accounts with us. Usually future-dated payments, you can set up an automatic payment with the first payment for the same day, if set up before 9.30pm on a business day.
Bill payments	Same-day or future-dated, one-off payments, for a set amount, to a particular person or organisation or to another one of your accounts with us. Pay-to-mobile payments are bill payments using ANZ goMoney to pay a person using their mobile number.
Tax payments	Same-day or future-dated payments to Inland Revenue.
Funds transfer	One-off, same-day or future-dated transfers of money between your ANZ accounts, like transfers between your transaction and savings account.

Electronic payments can't be made from every account type and we can limit transaction numbers or payment amounts. We can also change these limits without telling you first. Contact us to discuss the limits on your accounts.

Check before confirming an electronic payment

You must check all payment details before confirming your electronic payments. Our systems are generally automated, so we don't check details for you. If you pay the wrong person or amount, you may have trouble getting the money back. See 'What happens if you have a problem with your electronic payment'.

General Terms and Conditions

As soon as we start the process of making an electronic payment, we're unable to stop it, regardless of whether the person you're paying banks with ANZ or another bank. So, always check payment details before confirming electronic payments. If you make a mistake when you make a payment, for example, you pay the wrong account or amount, we can't stop the payment being sent.

What happens when you confirm an electronic payment

By confirming an electronic payment, you agree to let us take an amount from your account and pay it to someone else or you on the payment date selected or allowed. You also agree to let us take any fees for making that payment from your account — see our Fees and Charges booklet on our website.

Remember, if you're paying someone at another bank, they won't get the payment until their bank deposits it to their bank account.

Here's an example. At 10am on Saturday, you confirm an electronic payment in Internet Banking for \$20 to go to an account at another bank. We withdraw the \$20 from your account immediately, but send it to the other bank early Monday morning.

How and when we'll make your electronic payment

Electronic payment type	Who you're paying	How and when we'll make your electronic payment
Same-day electronic payment	Paying another ANZ account	We take the money from your account and send it immediately when you confirm the payment. See 'How and when we process deposits or payments into your accounts' for information about what happens when you make these payments on non-business days.
	Paying an account at another bank	We take the money from your account immediately and send it throughout the day on business days between 9am and 10pm. Set up the payment after 10pm or on a non-business day and we'll send the payment in the morning of the next business day.
Future-dated electronic payment	Paying another ANZ account	We take the money from your account, if there's enough, from 4am on the payment date. We send the payment immediately. If the payment date isn't a business day, we'll take the money from 4am the next business day. If you don't have enough money in your account, we'll try again during the day. See 'Don't have enough money for an electronic payment?'
	Paying an account at another bank	We take the money from your account, if there's enough, from 4am on the payment date. We send the payment within a couple of hours. If the payment date isn't a business day, we'll take the money from your account from 4am the next business day, instead. If you don't have enough money in your account, we'll try again during the day. See 'Don't have enough money for an electronic payment?'

General Terms and Conditions

There's a difference for automatic payments if your first payment is due the same day you set it up. We'll send that first payment after 10pm. If set up after 9.30pm on a business day, then we'll send the first payment early morning on the next business day instead. All future automatic payments will go out as early as 4am on the payment date.

Don't have enough money for an electronic payment?

Always make sure you have enough money in your account to cover electronic payments. Here's what happens if you don't have enough money in your account for an electronic payment.

Electronic payment type	What happens if you don't have enough money
Same-day electronic payment	<p>Either:</p> <ul style="list-style-type: none">• you won't be able to set up and confirm the payment — there's no fee if this happens, or• we may choose to make the payment for you, lending you money you don't have, so your account may overdraw — a fee and interest may apply.
Future-dated electronic payment	<p>If you don't have enough money in your account when we first try to make an electronic payment, we'll retry throughout the day.</p> <p>If you still don't have enough money in your account when we make our final try at 4am the next business day, then:</p> <ul style="list-style-type: none">• your payment will fail and we may charge a failed payment fee, or• we may choose to make the payment for you, lending you money you don't have, so your account may overdraw — a fee and interest may apply.

See also 'Always have enough money in your account for payments' for more information about what happens if we make an electronic payment for you where you don't have enough money in your account. See our 'Fees and Charges' booklet for information about fees we charge.

You'll be able to see payments in retry in Internet Banking or goMoney, or use the 'upcoming bill payments' or 'automatic payments' function in Phone Banking. These are payments you've set up but haven't gone through yet. You can delete payments in retry in Internet Banking, goMoney, or Phone Banking. You'll also see failed payments and any fee charged in your transaction history.

If we make your payment on our final try, your payment will be dated the next business day. If you have to pay a person or organisation by a certain date, this means your payment may be late. For example, your payment was due 20 December, but we make it on our final retry and it is dated 21 December.

Stopping electronic payments

Electronic payment type	Stopping that electronic payment
Same-day electronic payments	<p>You can't stop, cancel, or change same-day payments, even if set up and confirmed on a non-business day, because we start the process to send the payment immediately.</p> <p>But, if you've set up a new automatic payment to start the same day, you can change or cancel it until 9.30pm that day.</p>
Future-dated electronic payments	<p>You can:</p> <ul style="list-style-type: none">• delete future-dated payments until 4am on the payment date.• skip or edit any automatic payments until 4am on the payment date.• delete or skip future-dated payments still in retry, until we've paid them or 4am on the next business day at the latest.

What happens if you have a problem with your electronic payment?

If you make a mistake, contact us immediately. We may be able to help by contacting the other ANZ customer or bank and asking them to return the money. We can't guarantee you'll be able to recover the payment. A credit retrieval fee may apply, even if we're not able to recover the funds for you. See our Fees and Charges booklet on our website.

We don't have to get involved in disputes between you and anyone receiving your electronic payment.

If we make a mistake processing your electronic payment, we'll try to put it right and we'll refund any fees you've paid for the electronic payment. However, we're not responsible for any losses or costs you or anyone else incur if we:

- make an electronic payment using information you've given us that's wrong, or
- take any of the actions for any of the reasons set out under 'We can delay or cancel payments.'

When we can make changes to your automatic payment

From time to time, we may need to make changes to your automatic payment. For example, if we become aware that your payment is no longer required (i.e. you change your electricity provider and forget to cancel your original automatic payment), we will cancel the automatic payment on your behalf.

We may use our discretion to cancel, reduce the amount, change the reference information, or change the recipient account without telling you.

What terms apply to overseas payments

This section and the ANZ Electronic Banking Conditions apply to payments made overseas. To make an overseas payment you must be at least 18 years old.

How to make an overseas payment

To make an overseas payment, you'll need to provide us with all of the information we ask for.

We may not be able to make the overseas payment if:

- we didn't receive the request before the relevant cut-off time
- the request isn't clear or information in it is wrong
- we believe the request may be unauthorised, not genuine, or may fail our security checks
- we believe the request may breach applicable laws, sanctions, or other requirements

General Terms and Conditions

- there's not enough money in your account for the payment
- we believe we have another good reason.

When you ask us to make an overseas payment for you, you confirm the payment won't breach any laws, sanctions, or requirements of any government agencies in New Zealand or overseas. You confirm to us that any payment you request is not being made for an illegal or fraudulent purpose.

We use Intermediaries to make overseas payments

When you ask us to make an overseas payment, we may use one or more Intermediaries to make the overseas payment on your behalf.

Sometimes the recipient's bank will make payment using the account or other identifying number for the recipient (even if the account number is for someone different from the person you named as recipient). We're not responsible for any losses or costs you or anyone else incurs if your overseas payment request includes:

- information that is wrong or
- a recipient name that is inconsistent with the account or identifying number.

How and when we'll process your overseas payments

We aim to process your overseas payment request on the same business day we receive it, provided we received the request before the relevant ANZ system or currency cut-off time.

We don't process overseas payment requests on a non-business day. If we receive an overseas payment request on a non-business day, we'll process it on the next business day.

We may take the money for the overseas payment (including any fees and any other amount referred to in these terms and conditions) from your selected account immediately. This may be earlier than the day we process your overseas payment request. We sometimes use one or more Intermediaries to make overseas payments. You agree that the payment is out of our control once it passes to the Intermediary. When or if the overseas recipient gets the payment is the Intermediary's responsibility.

We aren't responsible for any losses or costs you or anyone else incurs if an overseas payment is delayed.

If an overseas payment that you asked for is delayed, you can ask us to look into it for you. We may charge a fee for this, unless we find we caused the delay.

Currency calculations

If you ask us to make an overseas payment in a currency that is not same as the currency of the recipient's account, we'll convert the overseas payment into the currency of the recipient's account. We'll use the exchange rate we quote and agree with you when you asked us to make the overseas payment.

The Intermediaries that we use may convert an overseas payment to its own preferred currency before making that payment to the recipient.

We may not be able to process your overseas payment request

Sometimes we won't be able to process your overseas payment request. This can happen if the currency you've asked for isn't available to us or there are legal, regulatory, or policy requirements preventing us from processing your payment request. This can also happen if your overseas payment request is in the currency of a developing country or market. In that case the currency may:

- be subject to fluctuating currency exchange rates
- not be freely convertible
- lack a published conversion rate.

General Terms and Conditions

Sometimes an Intermediary we use won't be able to process your payment request. If this happens, the Intermediary will either ask for more information about the payment or return it to us, less any fees. An Intermediary may return an overseas payment for many reasons, including concerns the Intermediary may have about the end recipient, the purpose of the payment, or the source of payment funds. We may not always be able to confirm the reason an overseas payment is returned and we have no control or responsibility for the Intermediary's decisions.

You agree to reimburse us for any loss or cost we suffer for an overseas payment we make on your request.

How to cancel your overseas payment request

You may contact us to cancel an overseas payment. We'll try to cancel, but cannot if the payment was processed or there isn't enough time act on your request. Sometimes when you ask us to cancel an overseas payment, the amount we may get back is less than the amount originally sent, for example because the Intermediary may deduct their fees.

If you ask to cancel an overseas payment, we won't return any money to you until we've received the payment back from the Intermediary and we've received confirmation that the overseas payment hasn't been made. If we have not yet sent the money to the Intermediary, we'll usually be able to return the money to your account on the day you ask to cancel the overseas payment.

Sometimes local exchange control regulations in the recipient's country can cause a delay in the return of money. If an overseas payment is cancelled, you may only get back the currency dollar value of the overseas payment at the time of the return of that payment.

If we receive the overseas payment back in a different currency to your selected account, we'll convert the payment. We'll use our exchange rate for that currency on the day we process the payment to your account. As exchange rates can move, you may get more or less back than your original overseas payment.

Where you ask us to cancel an overseas payment, we'll charge you fees. See our Fees and Charges brochure, available on anz.co.nz. The fees apply even if we can't cancel the overseas payment. You also need to pay any fees that the Intermediary may charge — the Intermediary may deduct those fees from the money returned.

You agree to indemnify us for any costs, losses, or damages we incur because we agree to stop or cancel or try to recall an overseas payment, or where an Intermediary returns your overseas payment. This includes any costs, losses, or damages from any foreign exchange movement between when your funds were converted and when we let you know the overseas payment was returned.

We charge you fees for overseas payments

See our Fees and Charges brochure or anz.co.nz for the fees applying to overseas payments.

An Intermediary may also charge commissions, fees, or charges for making a payment to a recipient's account. We have no control over those commissions, fees, or charges. If we use more than one Intermediary to make a payment to another country, they may each separately charge commissions, fees, or charges for the same payment. Because of this, you acknowledge and agree that, where we let you choose how you'll pay commissions, fees, and charges, we may not always be able to apply that choice.

We may receive a commission from an Intermediary for the Bank's role in processing an overseas payment request.

We can suspend or cancel the services we provide

We can suspend or cancel your ability to request overseas payments anytime without telling you.

What to do if there is a problem with an overseas payment

Tell us immediately if you think there's an error in any overseas payment you've requested. You will need to tell us what has happened and give us details of the overseas payment.

We may need you to give us more information to help us look into things. Please call our International Customer Service Team on 0800 103 123 or +64 4 472 7123 (if you are overseas).

About direct debits

Direct debits are often used for services you pay regularly, like power, insurances, or gym memberships. Direct debits let a person or organisation you're paying, called the 'initiator', take the money directly from your account, without you setting up the payment.

Setting up direct debits

The initiator may ask you to sign and give us a form to set up the direct debit. Or, they may ask for your consent and then they'll contact us directly. The initiator will tell you the start date, frequency, and amounts of the direct debit, and if these change. Amounts paid by direct debit can change. For example if you're paying your phone bill, the amount the phone company takes changes depending on your monthly phone bill.

You agree to let us take the direct debit amount from your account and pay it to the initiator. You also agree to let us take any fees we charge for making that payment from your account. See our Fees and Charges booklet on our website.

When we withdraw direct debits

You must make sure you have enough money in your account for direct debits at the start of the day — or by 10pm at the latest.

We withdraw the direct debit amount from your bank account when we receive a request to take the direct debit from the initiator.

Generally, we can't process direct debit requests after 10pm or on non-business days. So, if we receive a request after 10pm or on a non-business day, we'll withdraw the direct debit from your bank account early in the morning on the next business day.

When we send direct debits

If there's enough money in your account, we'll send the payment shortly after receiving the request from the initiator, throughout the day on business days.

Don't have enough money for a direct debit payment?

We'll wait until 10pm, then we'll automatically send the direct debit. On the morning of the next business day, we check whether you had enough in your account to cover that direct debit. If you didn't, then we can:

- reverse the direct debit, and charge you a dishonour fee, or
- not reverse the direct debit, lending you money you don't have which may overdraw your account — interest and a fee may also apply.

See also 'Always have enough money in your account for payments' for more information about what happens if we pay a direct debit where you don't have enough money in your account. See our 'Fees and Charges' booklet for fees we charge.

What happens if you have a problem with your direct debit?

Unless we're the initiator for your direct debit, we're not responsible if the:

- direct debit information on your account statement isn't correct, or
- initiator told you a different amount would be taken out or didn't give you notice they had to.

If the initiator changes the direct debit and doesn't tell you, then you can ask us in writing to reverse or change the payment. Contact us in writing within 120 days of the payment date. We don't have to get involved in any dispute between you and the initiator.

About cheques

By writing a cheque, you're agreeing to pay someone money, and you're telling us to make that payment for you when the person presents the cheque. When someone deposits a cheque you've given them, their bank sends us the cheque or its image and we'll take the amount of the cheque from your account and pay it to the other bank.

Cheques aren't available on all accounts — see our website for more information. Only use cheque books for the account it's for. A cheque book is our property, so you must return it if we ask.

Help prevent cheque fraud

To help stop someone changing cheques you've written or other cheque fraud:

- use pen when writing cheques
- fill up the space when writing the amount — use a line to fill in any blank spaces after words
- date the cheque
- don't sign cheques made out to cash, until you're ready to cash them
- never pre-sign blank cheques.

When crossing cheques, use the right crossing for the result you want. There are different results when crossing a cheque 'non-negotiable' or 'account payee only'. Contact us if you need help. We recommend crossing out the words 'or bearer' on cheques and writing 'non-negotiable/non-transferable' between two parallel lines drawn across the face of the cheque. This helps stop someone other than the person you've written the cheque to receiving payment.

Don't postdate cheques

We recommend not postdating cheques. Postdating means putting a future date on the cheque, so it can't be paid before that date. Postdated cheques presented before the date on the cheque can be dishonoured.

Need to change a cheque?

Here's what you need to do:

- Sign in full next to the change, if you're increasing the amount.
- Initial next to the change, if you're decreasing the amount or changing the cheque's date.

Everyone needed to sign the cheque under your mandate needs to sign or initial changes.

Lost or stolen cheque book?

Contact us immediately, so we can help stop someone using the cheque book. If your cheque book's stolen, we may need information about the cheques and serial numbers, and may need you to report the theft to the Police. We'll also ask you to sign a 'Stop Payment Request'.

Need to cancel or stop a cheque?

You can cancel or stop cheques until we've processed them. Let us know as soon as possible — you'll need to tell us who the cheque was for, the amount, and the date. Unless cheques are stolen, we charge a fee for cancelling or stopping cheques. If you've stopped a cheque, but the person you've given it to presents it, we'll need to take the amount of the cheque from your account until we've had time to check the cheque itself.

We may not process stale cheques

A stale cheque is a cheque that hasn't been presented for payment within a certain time, usually six months from the cheque's date. We can choose whether to pay or decline stale cheques, or we can contact you first.

General Terms and Conditions

We charge a fee for dishonouring cheques

If we dishonour a cheque you've written, for any reason, including if you don't have enough money to pay it, we'll charge a fee. See our 'Fees and Charges' booklet for more information.

Different rules apply to bank cheques

Bank cheques are written and paid by banks themselves, rather than ordinary cheques which take money from customers' accounts. If you buy a bank cheque from us there are only a few reasons we can stop or cancel it.

Bank cheques can be stopped or cancelled if lost or stolen, as long as it's reported before the cheque is presented, or if the bank who wrote the cheque gets a Court order.

Bank cheques can also be stopped or cancelled if the bank who wrote the cheque or the bank receiving the cheque believes it is defaced, badly damaged, significantly changed, forged, or fake. Or, a bank cheque can be stopped or cancelled if the person who bought it didn't have enough money in their account or got it from the bank by fraud.

We can delay or cancel payments

We can delay, refuse, or cancel your payment, or reduce the amount paid, without telling you first. We can only do this if:

- you don't have enough money in your account for that or any other payment, or the money isn't cleared funds
- we have a transaction limit for your account, and the payment's over that limit
- we can't process the payment because of a technical failure in our system or systems used by the banking industry or you've given incorrect or incomplete information
- we believe the payment involves fraud, money laundering, or other criminal conduct by you, an authorised signatory, or someone else
- we believe the payment is to someone we restrict payments to or from — we call those parties 'sanctioned parties', or
- we've received a Court order stopping us processing the payment or we must stop the payment under New Zealand or overseas laws.

We can also refuse to make your payment if any of the situations in the following sections apply:

- 'We can refuse to let you use your accounts.'
- 'We can refuse to let you do certain transactions on your account.'
- 'We can close your accounts.'

If we refuse or cancel a payment or reduce the amount paid, you'll have to arrange to pay that money another way. We may charge a fee when refusing or cancelling a payment – see the Insufficient Funds fees in our Fees and Charges brochure for more information.

Keeping track of payments

You can see payments, including failed or dishonoured payments, and any fees we've charged in your transaction details in Internet Banking and goMoney and on your statements.

We can choose the order of payments

We choose the order of payments or withdrawals from your account, particularly if you don't have enough money in your account for some or all of them. If you try to make several payments or withdrawals, and don't have enough for some or all, we can choose which we'll refuse, dishonour, or allow. We've designed our electronic payments process to try and make as many electronic payments as possible for you. This may mean we make some lower-value, future-dated payments before higher-value, future-dated payments if you don't have enough money in your account for all payments you'd set up for that day.

Always have enough money in your account for payments

You must always make sure you have enough money in your account to cover withdrawals or payments you make from your account. Don't make payments, withdraw funds, or write cheques if you don't have enough money in your account.

Need money from a deposit to make a payment? Some deposits can be dishonoured or are sometimes late. Perhaps wait until the next day, rather than making the payment on the same day. See 'How and when we process deposits or payments into your accounts' below.

If you don't have enough money in your account, we can choose to:

- refuse or dishonour any payments, withdrawals, or cheques — we may charge a failed payment or dishonour fee, or
- let you make any payments or withdrawals or pay any cheques — we may charge you an unarranged overdraft fee and interest.

If we let you make payments or withdrawals or we pay any cheques when you don't have enough money in your account, then we're lending you the money you don't have. You must repay that money as soon as possible or when we ask.

How and when we process deposits or payments into your accounts

We'll process deposits or payments to your accounts throughout the day on business days. We don't have to hold or apply deposits for a particular purpose.

Most deposits and payments into your account are cleared funds and can't be dishonoured. Exceptions are overseas transfers, cheques, and some direct debits you've set up to take money from someone else's account.

We can choose to let you use money deposited into your account that is uncleared funds. If we do this once or twice, we're not agreeing to do it every time.

If money deposited into your account is dishonoured, for any reason, we'll take the amount deposited back out of your account. If your account overdraws because a deposit or payment is dishonoured, you must repay us the money as soon as possible, or when we ask you to. We can also charge you a fee and interest when we do this.

Here's what may influence when cheques, direct credits, and transfers from overseas become cleared funds:

- the deposit type — cheques generally take longer to become cleared funds
- the account type — the account you have can affect when money deposited becomes cleared funds
- the timing of the deposit — deposits after business hours or on weekends are usually processed the next business day.

Direct debits you've set up may not be cleared funds if the person paying you didn't have enough money in their account when we, or their bank, tried to take the direct debit for you. Those direct debits may be reversed or dishonoured.

If a cheque you deposit is dishonoured, we'll give you an image of it. If you want, we'll also let you know how to re-present it. If the cheque can't be re-presented, for any reason, you'll need to contact the person who wrote the cheque for payment.

We're also not responsible for delays in processing any cheques or other deposits, to your account, unless we're negligent.

We're not responsible if we lose documents when we send them to be processed

We're not responsible to you or anyone else if we lose or destroy any cheques or other documents when we send them somewhere else to be processed, unless we're negligent. However, we'll take reasonable steps to get you a replacement.

Deposits and payments to your account on non-business days

We process deposits or payments made to your account on non-business days on the next business day.

If you make an electronic payment to another ANZ account on a non-business day, you may be able to see it as a deposit to that account in Internet Banking and goMoney. We may also allow you access to that money before we finish processing the payment on the next business day.

General Terms and Conditions

Because we don't process deposits or payments to your accounts on non-business days, this affects how we pay or charge interest or fees.

Unless we've agreed otherwise, we use the balance of your account at the end of the previous business day to calculate any interest we pay and any interest or fees we charge over non-business days.

Here's an example. At 2pm on Sunday you log into goMoney and transfer \$450 from your ANZ Online account to your Freedom account, to pay off the overdraft on that account. In Internet Banking or goMoney, you'll see the \$450 withdrawal in your Online account and the \$450 deposit to your Freedom account. However, we calculate interest or fees on your accounts over the weekend using Friday's closing balance. You earn interest on the \$450 in your Online account over the weekend, using Friday's closing balance. And you're charged interest on the overdraft in your Freedom account over the weekend, using Friday's closing balance too, because we don't finish processing the electronic payment until Monday.

Want to transfer money between your accounts to reduce the interest, fees, or charges or to earn more interest over the weekend or a holiday period, like Christmas? We suggest making the electronic payment on a business day before that weekend or holiday.

What terms apply to Serious Saver accounts

These terms and conditions apply to Serious Saver accounts.

To earn extra interest, called Premium interest, on your Serious Saver account in a month, you must do two things:

- You must deposit at least \$20 into your Serious Saver account on or before the last business day of that month. Interest we've paid you doesn't count as a deposit for this purpose.
- You must not make any withdrawals on or before the last business day of that month.

If you deposit money, or make withdrawals, after the last business day of a particular month, it will affect whether you earn Premium interest in the following month instead.

If you meet the criteria to earn Premium interest, we'll calculate this on your average balance for the month.

If we agree to let you change an existing account to a Serious Saver account, you may not be eligible to receive Premium interest on your account in the month that we change your account.

See 'How and when we process deposits or payments into your accounts' for information when we process deposits or payments on non-business days, which can affect whether you earn Premium Interest.

What terms apply to ANZ Term Deposits

These terms and conditions apply to ANZ Term Deposits.

Our Term Deposit Features:

- You invest money with us for a set period of time, called the 'term'.
- You earn interest on your money at an agreed rate over the term.

How to open a Term Deposit

To open a Term Deposit you'll need to deposit the amount you want to invest with us. You can open a Term Deposit using ANZ Internet Banking, through any branch, or by phoning 0800 269 296. We may set a minimum or maximum amount that you'll need to invest. You can get current details on our website, anz.co.nz, through any branch, or by phoning 0800 269 296.

You have a cooling-off period when you open or reinvest a Term Deposit

You have a seven calendar day cooling-off period starting on the day that we open or reinvest your Term Deposit for you. During this cooling-off period you can cancel or change your Term Deposit in certain ways:

- You can cancel your Term Deposit. If you do, we'll repay you the money that you invested in your ANZ Term Deposit. But we won't pay you any interest that you may have earned during the cooling-off period.
- You can change the term of your Term Deposit. If you change the term, a different interest rate may apply.
- You can change the amount of money you invested in your Term Deposit.

If you change the term, or the amount you've invested, you'll still need to meet any minimum or maximum deposit amounts we've set. Also, a different interest rate may apply.

What happens if you want to make an early withdrawal from your Term Deposit

If you're not in the cooling-off period, you can only request an early withdrawal from your Term Deposit if either:

- You give us 31 days' notice; or
- You're suffering from hardship, as reasonably determined by us.

Unless you're in the cooling-off period, we don't have to agree to let you withdraw money early.

You can give us 31 days' notice by:

- Sending us an email using ANZ Internet Banking.
- Informing us at any branch.
- Phoning us on 0800 269 296.

We'll pay your funds to you on the 32nd day after your early withdrawal request (or on the next business day if that day is not a business day). If the maturity date occurs during your notice period, we'll pay your funds on the maturity date. You can tell us which bank account you'd like us to pay your funds into.

Only one early withdrawal request can operate at any one time for each Term Deposit you have with us. You can't change an early withdrawal request. You can cancel an early withdrawal request in person at any branch or in another way that we agree with you. No cancellations can be made within 2 business days of the date your payment is due to be made.

Hardship means that you can't meet essential living costs such as living and medical costs, as reasonably determined by us. To apply for an early withdrawal on the grounds of hardship, you'll need to establish, to our reasonable satisfaction, that you're experiencing hardship.

If we let you withdraw some or all of your money early, or if we close your Term Deposit, the returns that you get will be reduced:

- We'll only pay interest at the agreed rate on any amount left in your Term Deposit.
- We'll reduce the agreed interest rate we pay you by 3% per annum, to a minimum of 0% per annum, on the withdrawn amount, or if we close your Term Deposit. We'll only pay that interest for the time your money was invested, up to and including the day before the money was withdrawn or your Term Deposit was closed.
- We will pay the reduced interest at the frequency we agreed when your Term Deposit was opened. If you withdraw all the money in your Term Deposit early or if we close your Term Deposit, we'll pay the reduced interest then.
- If we've already paid you interest at the agreed interest rate and on the original amount you invested, we'll deduct any extra interest we've paid you. We will deduct this extra interest from the amount of your early withdrawal, or when we close your Term Deposit.
- We won't refund you any tax or government charges that we've already deducted from the extra interest amount. You may be able to claim these back from Inland Revenue.

We can set a minimum amount for an early withdrawal. For partial withdrawals, your Term Deposit will also still need to meet any minimum or maximum deposit amounts we've set.

For more information ask at any branch, or call us on 0800 269 296.

We calculate and pay you interest on the money you have invested in your Term Deposit

We'll calculate and pay you interest, less any taxes or other government charges, on the amount that you have invested in your ANZ Term Deposit at the interest rate and frequency we agreed to when it was opened. We'll calculate interest beginning on the day we opened your Term Deposit, up to and including the day before the end of its term. When calculating interest, we may round or adjust the amount of interest to a specific number of decimal places, depending on how our system works.

Depending on what we've agreed with you, we'll either deposit the interest into a New Zealand bank account or we'll add it to the amount invested in your Term Deposit. If we add the interest you earn to your Term Deposit, you'll earn interest on that new total amount from that point on – this is called 'compounding interest'.

You can contact us to change the account we pay any interest to. You can also change the account we pay any amounts in your Term Deposit into at the end of its term. We may ask you to sign a confirmation form before we make any changes.

If we're due to pay you interest or add it to your Term Deposit within 7 calendar days of the end of its term, we'll hold off doing this. Instead, we'll include this interest with your final payment at the end of your term.

If we're due to pay you interest on a non-business day, we'll process the payment in the morning of the next business day. Likewise, if your Term Deposit term is due to end on a non-business day, we'll process that payment in the morning of the next business day.

In both situations we'll only pay interest up to and including the day before the original payment date. Non-business days are Saturdays, Sundays, or New Zealand public holidays.

We'll automatically reinvest your Term Deposit when its term ends

Unless you tell us otherwise, we'll automatically reinvest the proceeds of your Term Deposit when its term ends. This new Term Deposit will have a similar term, but we'll apply the interest rate we offer for that term at the time we reinvest it. If the term would end on a non-business day when we reinvest your Term Deposit, we'll extend this term out to the next business day instead.

If you tell us not to reinvest the proceeds of your Term Deposit, at the end of your Term Deposit, we will pay you the amount you originally invested and any interest you've earned on that amount that we haven't already paid you.

We have some rights to take money out of your Term Deposit or close it

We can take money from your Term Deposit and pay this to a government agency or someone else if they give us a demand under certain laws or a Court order requiring us to do that.

If you use a cheque to deposit money into a Term Deposit, and the cheque is dishonoured for any reason, we'll take the value of that cheque out of your Term Deposit or any other accounts you have with us.

We won't change the interest rate or how we pay you interest without your agreement, unless you withdraw money early or ask us to change your Term Deposit during the cooling-off period. However, we can close your Term Deposit at any time if the money you have invested in it drops below any minimum amount we've set.

We also have some rights to refuse to let you access money invested in your Term Deposit or to close it early:

- We can refuse to let you access money invested in your Term Deposit if you've breached an agreement you've entered with us or if you request an early withdrawal of funds from your Term Deposit.
- We can refuse to pay you any amounts under your Term Deposit or close it early if we believe that you are using it or any other accounts, products, or services we've provided you for an unlawful purpose.

We also have rights to close your Term Deposit, refuse to let you access money invested in your Term Deposit, or refuse to let you complete certain transactions as set out in the section 'When we can stop or close your accounts'.

If we exercise any of these rights, the returns you get will be reduced.

General **Terms and Conditions**

We can also add, remove or change any of our fees or charges for ANZ Term Deposits, and change our General Terms and Conditions, at any time. See “We can change these terms and conditions” on page 4 for more information. When deciding whether to change the fees and charges or the terms and conditions for ANZ Term Deposits, we’ll act fairly and reasonably. We’ll comply with the Code of Banking Practice and relevant legislation. If you’d like to discuss a change we’ve made, you can talk to our staff at any branch, phone 0800 269 296 or contact us using the form on our website, anz.co.nz.

Deposits with ANZ

Deposits with ANZ Bank New Zealand Limited are not deposits or liabilities of Australia and New Zealand Banking Group Limited. Australia and New Zealand Banking Group Limited does not stand behind or guarantee ANZ Bank New Zealand Limited.

Australian Prudential Regulatory Authority (APRA) regulates all Authorised Deposit Taking Institution (ADI) in Australia. Australia and New Zealand Banking Group Limited is an ADI however ANZ Bank New Zealand Limited is not an ADI.

When we can stop or close your accounts

We can refuse to let you use your accounts

We can refuse to let you use, or freeze, your accounts if certain things happen. For example we may refuse to let you use your account if any of the following happen:

- We haven’t received a tax declaration or tax residency information required under tax laws about you or people who own or control your organisation, or we believe a declaration or information is incomplete or inaccurate.
- We believe there’s a dispute or an issue about who owns the money in your account, or how you use or access your account.
- We believe it’s necessary to protect an account owner or someone else who we believe has a legitimate claim to the money in your account.
- We need to clarify or verify the authority you have, or any authorised signatory has, to use your account.
- You’re bankrupt or in liquidation, or something similar happens to you.
- We believe you don’t have contractual capacity to use your account, for any reason. For example, due to illness you’re no longer able to give us clear instructions about how you want to use your account, or you don’t understand the nature and effect of the transaction you want to complete.
- We’re told you’ve died, or, if you’re an organisation like a trust, partnership, or company, a trustee, partner, or director dies or is removed.
- We’ve received a Court order which requires us to stop your account, or we’re told by someone we believe is reliable that a Court order is about to be issued.
- We believe or suspect you’re using your accounts in a manner that is inappropriate, or unlawful.

If we refuse to let you use your accounts, we’ll let you know as soon as possible why we’ve taken that action and if there’s anything you can or must do before we’ll let you use your account again.

We’re not responsible for any losses or costs you, or anyone else, incur because we’ve refused to let you use your account.

We can refuse to let you do certain transactions on your account

We can delay or refuse to let you do a transaction on your account, like an electronic payment, international payment, or money transfer, if we believe any of the following apply:

- The transaction involves, directly or indirectly, certain countries, types of business, or people, New Zealand or overseas laws prevent you, or us, from dealing with.
- The transaction involves, directly or indirectly, certain countries, types of business, or people, we’re not prepared to do business with, for any reason.
- Delaying, or refusing, the transaction will help prevent fraud, money laundering, or other crimes happening in New Zealand or overseas.

General Terms and Conditions

- We need to confirm whether New Zealand law or any overseas laws prohibits the transaction.
- The transaction could give someone else a right of action against us for any losses or costs they incur.
- You've deliberately set up your transaction to stop us from telling whether the transaction involves any of the above.

We won't be responsible for any losses or costs you or anyone else incur because we've refused to complete any transaction for any of the above reasons. We'll let you know if we're delaying or refusing to let you do a particular transaction, but we may not always be able to tell you why, if, for example, we have to comply with laws in New Zealand or overseas.

We can close your accounts

We can close any of your accounts or withdraw a service we provide you at any time, without giving you a reason why. For example, we might close accounts or withdraw services if:

- We believe you don't have enough money in your account to use it without it becoming overdrawn.
- We believe any transactions, for example any cheques or withdrawals you or any authorised signatory have been making, are unusual or irregular. For example, if you have told us in your master account mandate that cheques must be signed by more than one signatory, but cheques are often presented with only one signatory.
- We've asked you to immediately repay or we've enforced our rights under any loans or security agreements you've entered with us.
- We believe or suspect you're using any accounts, products, or services in a manner we believe is unlawful or inappropriate.
- We've refused to let you use your account for any of the reasons set out in the section 'We can refuse to let you use your account' above.
- We've refused to let you do a transaction on your account for any of the reasons set out in the section 'We can refuse to let you do certain transactions on your account' above.
- We believe, when you're using any accounts, products, or services, you're not complying with any New Zealand or overseas laws applying to you.

We'll usually let you know at least 14 days before we close your accounts or withdraw a service we provide you. We may not always tell you why. For example, we may have to comply with laws in New Zealand or overseas that prevent us from telling you why.

Without limiting our rights above, we can close your accounts or withdraw a service we provide you, without telling you before we do, if any of the following apply:

- We have to comply with a Court order we've received or where we believe we're required to by law.
- We believe you've acted unlawfully or we believe you or an authorised signatory used your account or services for an unlawful purpose.
- You've breached the terms of any agreements you've entered with us.
- You've acted abusively or inappropriately towards our staff or other customers, or you've damaged any of our property.

For example, we may immediately close your account or withdraw any services we provide you if:

- You don't give us the identification we asked you for under the section 'We need to identify and collect information about you under New Zealand laws'.
- We haven't received a declaration or complete tax residency information about you or the people who own or have control over your organisation that we need as explained in the section 'We need to identify and collect information about you under New Zealand laws'.
- We believe a declaration or information we have received is incomplete or inaccurate.

If you have more than one account with us and we believe or suspect you or an authorised signatory are using one of those accounts or any services we provide you inappropriately or unlawfully, we can close all of your accounts or withdraw those services, or choose instead to combine your accounts or transfer money between your accounts.

We're not responsible for any losses or costs you or anyone else incur because we've closed an account.

You can close your account at any time

You can also close your account at any time, but you'll need to pay us any money you owe on that account first.

Call us on 0800 269 296 or visit any branch.

You'll need to do certain things if your account is closed

If you decide to close your accounts, or if we've closed your accounts, for any reason:

- Return any EFTPOS cards, Visa Debit cards or credit cards – cut it in half through the magnetic strip first.
- Return any cheque or deposit books.

You'll also need to immediately repay any money you owe us. If any money is left in your account before it is closed, we'll let you know how we'll pay this money to you. We can refuse to pay you any amounts if we believe you owe us money now that you must pay to us on a future date.

We can do certain things if you haven't used your accounts for some time

If you haven't used your accounts for some time, generally longer than six months, we can do any of the following:

- We can stop sending you a paper account statement if you have Internet Banking – you'll be able to get information about your account on Internet Banking instead.
- We can change how often we send you a paper account statement to every six months.
- We can close your account if you have no money in your account, or we believe any fees we charge will make your account overdrawn.
- We can transfer the balance of your account to the Commissioner of Inland Revenue if we have to comply with the Unclaimed Money Act 1971. The Unclaimed Money Act requires banks and other organisations to pay any money that hasn't been claimed by its owner after a set length of time, usually over 6 years (but as long as 25 years for interest-bearing accounts). If we transfer money from your account, you'll be able to apply to the Commissioner of Inland Revenue to have it paid back to you.