

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 choose or 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, ANZ Visa Debit card or ANZ Business Visa Debit card, call 0800 650 535, or +64 4 470 3142 from overseas (charges may apply).
- Lost your credit card, call 0800 658 044, or +64 9 522 3010 collect from overseas.
- Lost your ANZ Visa Business Credit, ANZ Visa Purchasing or ANZ Visa Corporate card or it's stolen - call us immediately toll free on 0800 473 473, or call +64 4 496 7246 collect from overseas.

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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 Direct Online](#)

ANZ Direct Online (ADO) is our online banking service for businesses, that lets you do things like make batch payments, and manage cash-flow, using a computer or other device connected to the internet.

[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.

[Channel](#)

A 'channel' is what you or your authorised signatory can use to access or transact on your accounts or to give us instructions. Some examples of current channels are branches, ATMs, ANZ goMoney, ANZ Internet Banking, ANZ Phone Banking, EFTPOS or Visa Debit cards, and contactless transactions or any way to complete a contactless transaction (like Apple Pay, a trademark of Apple Inc., or Google Pay, a trademark of Google LLC). Separate terms and conditions, including fees, may apply for accessing or when using different channels. And some channels may also have separate rules on who access is given to, and how that access is given, and how that access can be used.

[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.

General Terms and Conditions

Dishonour

A dishonour is when a payment from your account is attempted and then reversed for any reason. For example, you don't have enough money in your account to make the payment and we reverse the payment.

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'.

Electronic payment

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

Failed payment

A failed payment is an electronic payment that couldn't be made because you didn't have enough money in your account.

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 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

ANZ 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.

Payment

Payment means a request to us to move your money from one place to another, including transfers between your accounts at ANZ, and any accounts you may have at any other bank, or from your account to another party.

Phone Banking

ANZ 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'.

General Terms and Conditions

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.

Voice ID

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

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

Our Privacy Statement is incorporated into these terms and conditions. By using our products and services you agree that we can collect, use and disclose information (including personal information) about you in accordance with that notice. Our Privacy Statement is available at anz.co.nz/privacy. If you prefer a print version it is available to download as a PDF or from any branch.

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.

General Terms and Conditions

- Our 'ANZ EFTPOS card and ANZ Visa Debit card Conditions of Use' apply if using an ANZ EFTPOS, ANZ Visa Debit card or ANZ Business 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. Same day cleared payments are payments where we send notices confirming when payments are sent and received. If you want to know more about this service, 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.

When we talk about 'accounts' and 'term deposits' in these terms and conditions, that includes foreign currency accounts and foreign currency term deposits. See 'Foreign currency accounts and payments in different currencies' for more information about foreign currency accounts and payments.

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.

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 according to 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.

General Terms and Conditions

We must approve any transfer of an account, product or service to someone else

If you'd like to transfer any ANZ account, product, or service to another person, please let us know. You can only make the transfer if we agree, or if the law requires us to allow it.

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.

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.

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.

Your privacy and how we collect and use information about you

You agree that we can collect, use and disclose information about you in accordance with our Privacy Statement, which is expressly incorporated into these terms and conditions.

Our Privacy Statement is available at anz.co.nz/privacy. If you prefer a print version, it is available to download as a PDF or from any branch.

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.

General Terms and Conditions

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.

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 depositing cash above a certain amount in branch
- 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. If you ask us to verify your identity electronically, you agree we can check the images you send us and your details against information we or others hold, including document issuers or official record holders.

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.

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. More detail about how we and these agencies use your information is contained in the ANZ Privacy Statement.

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. You can find more information about access and correction in our Privacy Statement.

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.

General Terms and Conditions

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'.

IVR Self Service on Contact Centre calls

If you have Voice ID or an ANZ Phone Banking PIN, we may use our Interactive Voice Response (IVR) system to fulfil your enquiry through self-service functionality when you call our Contact Centre.

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.

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. Unless we've agreed otherwise, we'll charge this interest to your account monthly on the last business day of the month until you've repaid these amounts.

You can open foreign currency accounts and make payments in different currencies

You can open a foreign currency account with us through any branch or using ANZ Internet Banking. You can open an account in most major currencies, but some currencies are restricted. You may need to deposit a minimum amount of money to open an account. We accept deposits of overseas payments (which includes when other people pay you in foreign currency from a New Zealand account) and funds transfers from your other accounts. Contact any branch or phone us on 0800 269 296 to check whether we're able to open an account for you in any particular currency.

Foreign currency accounts are located in New Zealand and held by us.

If you hold a foreign currency account with us (which includes foreign currency term deposits), we'll use the same currency as the account to both:

- pay any interest we've promised to pay you on money in that account
- charge fees on that account.

'When we'll pay interest on money you have in some of your accounts' has more information on interest.

We generally quote our fees in New Zealand dollars, but those fees will still apply to your foreign currency accounts. If we need to, we'll convert a fee to the currency of your account at the time we charge it, using the exchange rate that applies at that time.

If, for any reason, we need to convert an amount (including a payment into or out of your account) into another currency, we'll make the conversion at the exchange rate that applies at the time we do that transaction. We might do this, for example:

- if we take money from your account and use it to pay an amount you owe us in a different currency
- if we take money from your account and use it to pay an amount you owe to a third party in a different currency (see 'When we can take money from your account to pay other people you owe')
- if we move money between accounts you hold in different currencies
- if an overseas payment is cancelled and refunded to your account (see 'How to cancel your overseas payment request')
- if we process a dishonour or return of funds in a different currency (see 'Always have enough money in your account for payments')
- if we need to transfer any money to Inland Revenue or a charity as unclaimed money under relevant laws (and your account will be denominated in New Zealand dollars from the time we make the conversion) (see 'We can do certain things if you haven't used your accounts for some time').

Remember that, as exchange rates change, the New Zealand dollar value of money you hold in foreign currency accounts will also change. The New Zealand dollar value of payments into and out of that account will change too. You may suffer a loss as a result of those changes – and if you do, we're not responsible to you in any way for that loss. For example, if you've invested New Zealand dollars in a foreign currency term deposit, and the value of that currency falls during the term, you may receive less money back in New Zealand dollars than the amount you originally invested.

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 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

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.

If any inconsistencies exist between your master account mandate and a term in this booklet, the term in this booklet applies.

If you or any authorised signatory has access to transact on your account under your master account mandate, then you agree that you or that authorised signatory can ask to access and use any of our available channels. If we give or have given access to any channel, you agree any terms and conditions applying to those channels apply to you and you'll comply with them. You'll also be responsible for any fees we charge for accessing or when using that channel.

If an account has more than one authorised signatory, you agree that any authorised signatory will always be able to cancel a payment.

You must sign a master account mandate when you open a new account with us if we ask you to. If you've opened an account without signing a master account mandate and request extra services in the future, or change who has access to the account, you may be asked to complete a master account mandate.

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 either:

- agreed (to our satisfaction)
- signed our standard form or a new master account mandate, which you've then returned 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 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.

General Terms and Conditions

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.

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.

General Terms and Conditions

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.

What happens to accounts opened for customers under 18 years old

If your parent or guardian opened an account for you as a child, they may have been appointed as an authorised signatory on your account(s), which means they can view your account information and/or transact on your account(s).

From the age of 13, you can choose to remove this authority, and ask us to give you sole access to your account(s). We can make this change without your parent or guardian's permission. You can ask us to make this change at any branch or by calling us on 0800 269 296.

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 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 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.

How to help stop unauthorised use of your accounts

If you lose your Visa Debit, EFTPOS or a personal credit 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.

If you lose your ANZ Visa Business Credit, ANZ Visa Purchasing or ANZ Visa Corporate card or it's stolen – call us immediately toll free on 0800 473 473, or call +64 4 496 7246 collect from overseas.

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. You can ask us to confirm the contact details for your account at any time.

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 your account. 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.

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If your account is a joint account, we can give or send a statement to only one account owner. If we do give or send a statement to only one account owner, each remaining account owner agrees they receive that statement too.

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. We'll pay interest in arrears monthly to your ANZ transaction account on the last business day of the month. In arrears means we calculate your interest from the date of your last interest payment to that last business day. If the last business day of the month isn't the last calendar day of the month, we'll pay you interest for the remaining calendar days of that month, on the last business day of the following month. See 'How and when we process deposits, payments or withdrawals to or from 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, and we can change those rates at any time (even daily). Interest rate changes or other changes are subject to market fluctuations. We cannot promise to tell you of a change before we make it. Please see our website for further information.

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.

For foreign currency accounts, we'll only pay interest on cleared funds.

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. Unless we've agreed otherwise, 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

This section sets out information on the main ways you can make payments from your accounts.

- Electronic payments
- Direct debits
- Overseas payments

About electronic payments

Electronic payments are payments you make using Internet Banking, goMoney, ANZ Direct Online, 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 'About 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 your ANZ account or another party's ANZ account, or to your account or another party's account at another bank. 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.
Bill payments	Same-day or future-dated, one-off payments for a set amount to your ANZ account or another party's ANZ account, or to your account or another party's account at another bank.
Pay to Mobile payments	Same-day, one-off payments to another ANZ customer who is registered for Pay to Mobile using just their mobile phone 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'.

As soon as we start the process of making an electronic payment, we're unable to stop it, regardless of whether the electronic payment is to an account at 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.

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, payments or withdrawals to or from your accounts' for information about what happens when you make these payments after 10pm.
	Paying an account at another bank	We take the money from your account immediately and send it throughout the day between 9am and 10pm. Set up the payment after 10pm and we'll send the payment in the morning of the next 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 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 from 9am. 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?'

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, then we'll send the first payment early morning on the next day instead. All future automatic payments will go out as early as 4am on the payment date.

If more than one authorised signatory needs to authorise your payment, and you've set up the payment to be made on the next day, the last signatory must authorise the payment before 10pm the day before the scheduled payment date. Once the last signatory has authorised the payment, we'll take the money from your account immediately, if there's enough, and send the payment:

- immediately, if you're paying another ANZ account, or
- within a couple of hours, if you're paying an account at another bank.

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

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 day, then:</p> <ul style="list-style-type: none"> • your payment will fail, 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.

If you have a same-day electronic payment authorised by more than one authorised signatory, and you don't have enough money in your account, the payment will display in your Authorise Payments list and you can retry this payment when you have available funds.

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 in your transaction history.

If we make your payment on our final try, your payment will be dated the next 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, 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 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, including by contacting any other ANZ customer or bank paid in error 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 money 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 electronic payment

From time to time, we may need to make changes to your electronic payment. For example:

- If we receive a request to change the account number, account name or reference information of the person or organisation you pay (i.e. when that person or organisation changes banks or the organisation is sold). We may not tell you if we make these changes.
- 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 may cancel the automatic payment on your behalf. We may, acting reasonably, use our discretion to cancel, reduce the amount, change the reference information, or change the recipient account name or account number without telling you.

About direct debits

Direct debits are often used for services for which you regularly pay variable or fixed amounts, such as, power, energy retailers, 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 midnight 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. If you don't have enough money in your account when we first try to withdraw the direct debit amount, we'll retry throughout the day.

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

We'll keep trying to make the direct debit payment throughout the day until midnight. If you don't have enough money in your account on our final retry, then we can:

- dishonour the direct debit, or

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- make 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.

If we choose to pay the direct debit once or twice, we're not agreeing to do it every time.

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 the notice required.

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.

Cancelling a direct debit

To cancel a direct debit, contact us so that we can remove the direct debit authority. You must also contact the initiator you've given permission to take the direct debit from your account. Otherwise, they may continue to attempt debiting the payment.

What terms apply to overseas payments

This section and the ANZ Electronic Banking Conditions apply to payments made overseas. This section and the ANZ Direct Online Conditions of Use apply if you are using ANZ Direct Online to make an overseas payment. To make an overseas payment you must be at least 18 years old.

About overseas payments

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
- there's not enough money in your account for the payment
- you've asked us to make a payment of less than any minimum amount we've set
- 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 either:

- information that is wrong

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- 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 the 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.

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'll usually be able to return the money to your account on the same day you ask us to cancel the payment, as long as we haven't already sent the payment to the Intermediary. If we have already sent the payment, we'll return the money once we've received the payment back from the Intermediary and had confirmation that the overseas payment hasn't been made.

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Sometimes, local exchange control regulations in the recipient's country can cause a delay in the return of money.

When we receive a cancelled payment back from an Intermediary in a different currency than the currency of your selected account, we'll convert it to the currency of your account when we pay it into that account. We'll use our exchange rate that applies at that time. 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 money was 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 cheques

We no longer provide chequebooks and you can no longer write a cheque as a way to pay someone.

We also no longer accept cheques for deposit to an account or to cash, except for ANZ bank cheques.

Bank cheques

Bank cheques are cheques written and paid by banks themselves.

We no longer write bank cheques and will no longer accept bank cheques written by other banks for deposit into your account.

If you hold an ANZ bank cheque it must be deposited in your account within six (6) years of the date printed on the bank cheque.

If you hold a bank cheque written by another bank, we recommend that you visit one of their branches to deposit the cheque. Please contact or check that bank's website for what they may require to accept the bank cheque. For example, you may be required to provide photo ID, evidence of your address and evidence that you are the account holder of the account that the funds will be paid to.

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There are only a few reasons we will not pay on a bank cheque. They are:

- if it is lost or stolen, as long as it's reported before the cheque is presented
- we get a court order entitling us not to pay or there is a court order preventing us from paying
- if the bank cheque is defaced, badly damaged, significantly changed or forged
- if the person who bought it didn't have enough money in their account or got it from us 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 involves inappropriate messages that are abusive, threatening and sent for the purposes of causing harm to someone else. For example, using reference fields for messaging purposes other than for financial purposes
- 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.

Keeping track of payments

You can see payments, including failed payments 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 or withdraw money, 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, payments or withdrawals to or from your accounts' below.

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

- refuse or dishonour any payments or withdrawals, or
- let you make any payments or withdrawals – we may charge you an unarranged overdraft fee and interest.

If we let you make payments or withdrawals 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 we process deposits, payments or withdrawals to or from your accounts

We'll process deposits, payments, or withdrawals to or from your accounts throughout the day. But we may process a deposit, payment or withdrawal the next day if it was made after any cut-off times that apply – see below.

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 payments and some direct debits you've set up to take money from someone else's account.

We can choose to let you use uncleared funds from your account. Even if we do this, 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 (or any other account you hold with us). See 'We have certain legal rights if you owe us money'.

If your account becomes overdrawn because a deposit or payment is dishonoured, you must repay us this money as soon as possible or when we ask you to. We can also charge you an unarranged overdraft fee, plus interest on the overdrawn amount.

You authorise us to take that fee and interest from your account (or any other account you hold with us).

Deposits or payments other banks make to your accounts could be delayed. This means you may need to wait for the money to be available to withdraw. If a foreign bank charges a fee or cost for the service, we can take that money out of your account.

Here's what may influence when overseas payments 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 business day channel cut-off times, or on weekends, are usually processed the next business day.

Funds deposited electronically from a foreign bank won't become cleared funds until we've actually received them. This is true even if we rely on a payment instruction from that bank to credit your account with those funds before we've received them. If we credit your account with the funds before we receive them and the payment is later dishonoured, we'll take the amount deposited back out of your account (or any other account you hold with us).

If you are an initiator (see 'About direct debits'), 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.

We're also not responsible for delays in processing any 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 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, withdrawals and payments to or from your account after cut-off times

Deposits, withdrawals or payments must be made before a certain time, called a 'cut-off time', to be processed on the same day. If you make a deposit, withdrawal or payment after the cut-off time for that channel, we'll process it the next day.

Channel	Daily cut-off time
ANZ Internet Banking, goMoney, ANZ Direct Online and Phone Banking	10.00pm
Any staff assisted transactions through an ANZ Branch or the ANZ Contact Centre	10.00pm
ANZ ATM withdrawals or deposits using 'an account on this card' option	7.30pm
ANZ ATM deposits, using 'another ANZ account' option	10.00pm

Other banking services for business customers may have additional cut-off times that apply. See the terms and conditions for those services.

How we handle transactions after cut-off times depends on the other account:

- if you are depositing into another ANZ account, we may show the deposit in that account, for example in Internet Banking or goMoney, and we may allow access to that deposit before we finish processing it the next day
- if you are depositing into an account at another bank, we may show the withdrawal from your ANZ account, for example in Internet Banking or goMoney, but we won't finish processing it until the next day.

Because we don't finish processing any deposits, withdrawals or payments to or from your accounts that were made after the cut-off times until the next day, this also affects how we pay or charge interest or fees on these days.

When calculating interest using the balance of your account at the end of the day, we exclude any transactions made after cut-off times, unless agreed otherwise.

If you're depositing money at an ANZ ATM to cover an electronic payment or direct debit that's due that day, make sure you do so before the cut-off times above.

If you're making a payment to an ANZ credit card, make sure you do so before 8.30pm to ensure it's received to your card account on that day. If we receive any payments after 8.30pm, we'll apply those payments to your card account on the next day.

Transactions made using an ANZ Visa Debit card or ANZ Business Visa Debit card on non-business days

Despite anything above, if you use your ANZ Visa Debit card or ANZ Business Visa Debit card on a non-business day, we may show the transaction on your account, for example in Internet Banking or goMoney, but we won't process the withdrawal or payment until the next business day, at the earliest. If you would normally be charged interest for any transactions on nonbusiness days, for example on an ANZ Overdraft, we won't include the transaction when calculating interest until we've finished processing it.

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. For example, the last business day of the month is Friday the 30th and you make a deposit of \$20 on Saturday the 31st. That \$20 deposit will affect whether you earn Premium interest in the following month.

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.

What terms apply to ANZ term deposits (including foreign currency 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.
- You invest money in the foreign currency or currencies we agree to.

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 either:

- through any branch
- by using ANZ Internet Banking
- by using ANZ goMoney or by phoning 0800 269 296 (only if your term deposit is in New Zealand dollars).

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 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
- 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 either:

- sending us a Bank Mail message via ANZ Internet Banking
- telling us at any branch
- calling 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 last day of the term occurs during your notice period, we'll pay your funds on that date. You can tell us which bank account you'd like us to pay your funds into. For foreign currency term deposits, this must be an account with us in the same currency.

If you haven't told us which bank account you'd like us to pay your funds into, meaning we can't pay your funds on the last day of the term, we won't pay you any extra interest. The last day on which your funds will earn interest will still be the day before the last day of the term.

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, but you can't cancel within 2 business days of the date your payment is due to be made.

Hardship means that you can't meet essential living costs (or business cost, for business customers with less than \$2m total deposits with ANZ) such as living and medical costs, loss of income or reduced income, the end of a relationship, another significant event, 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. Businesses with total ANZ deposits of \$2m or more will not qualify for early withdrawal on the grounds of 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 calculate the interest we owe you on the amount you plan to withdraw (or on the whole amount, if your term deposit is to be closed early) at a reduced rate, to a minimum of 0% per annum. You can find the applicable early withdrawal rate reduction on anz.co.nz. The reduced interest rate will apply for the whole of the term, not just the part of the term after we receive your early withdrawal request. You'll only earn interest for the time your money was invested, up to and including the day before it's withdrawn or the term deposit is closed. On the date your money is withdrawn or the term deposit is closed, we'll pay you any interest you've earned on that money at the reduced rate. But if we've already paid you in advance interest at the agreed interest rate on the original amount you invested, we'll deduct the amount of the extra interest we've paid you first. 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 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 an account in the same currency, or we'll add it to the amount invested in your term deposit. For foreign currency term deposits, that account must be an account with us in

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the same currency as the payments. 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 into which we pay either:

- any interest you earn on your term deposit
- any amounts in your term deposit 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.

For New Zealand dollar term deposits, if we're due to pay you interest on a non-business day, we'll process the payment no later than the next business day. We'll only pay interest up to and including the day before the original payment date.

If your New Zealand dollar term deposit term is due to end on a non-business day, we'll automatically extend the term to end on the next business day.

For foreign currency term deposits, we'll only pay you interest at the end of your term. If your foreign currency term deposit is due to end on a non-business day, we'll only pay interest up to and including the day before the original payment date, even if the payment is processed on the next business day.

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.

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.

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 5 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.

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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.
- You don't give us the information we asked you for under the section 'we need to identify and collect information about you under New Zealand laws'.
- 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, sending money overseas, or money transfer, if we believe any of the following apply:

- The transaction involves, directly or indirectly, certain countries, types of business, or people, that 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.
- We need to confirm whether New Zealand law or any overseas laws prohibits the transaction.

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- 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 or any 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 transactions out of a joint account must be authorised by both account holders, but payment instruction is given by only one account holder.
- 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.

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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 old 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

We'll close and transfer any balance of your account that is over \$100 to the Inland Revenue Department (IRD) to comply with the Unclaimed Money Act 1971. The Unclaimed Money Act requires banks and other organisations to pay any money in a bank account to the IRD where:

- none of the account owner's bank accounts have been transacted on for five (5) years; and
- the account owner has not interacted with ANZ Bank New Zealand Limited on other matters; and
- we are unsuccessful in making contact with the account owner.

In addition to the conditions above, for a term deposit this is when:

- we haven't heard from the account owner for five (5) years or more after the end of the first period for which the term deposit funds were invested.

We will attempt to contact you about any money that may become unclaimed. The money will be transferred to the IRD, if we don't hear from you.

If we transfer the money from your account(s) we will close your account(s) and you will no longer earn interest. You'll be able to apply to the Inland Revenue Department to have the money paid back to you.

Please note, if you have \$100 or less in your account(s) and your money remains unclaimed after the specified date, it will be donated to charity.