

## This document sets out your ANZ Credit Card's terms and conditions

In this document we've explained the terms and conditions applying to your ANZ Credit Card and your card account. It includes key information about the repayments you'll need to make, how we'll charge interest, and more.

### Some key information about your ANZ Credit Card

- When you use your ANZ Credit Card or your card account, we're lending you money you'll need to repay. We may charge you interest on that money, and there will be fees you'll need to pay.

Your card agreement is a financial commitment – please check your credit limit is at a level you can afford now and in the future.

- You can cancel your ANZ Credit Card at any time – just talk to us. You'll need to pay the outstanding balance, including any transactions you've made and any interest we calculate, up to the day you repay in full.
- If you cancel within 10 working days of getting your card, then we'll refund any fees you've paid, unless we've already incurred those costs in setting up your card agreement. See the section 'You can cancel your card agreement for a short time after you get your ANZ Credit Card'.
- You'll need to pay at least the minimum payment due on the due date each month. You'll also need to pay any amounts that are immediately due, like amounts over your credit limit. See the section 'You'll need to make payments to your card account'. If you pay your outstanding balance in full by the due date, or pay more than the minimum payment due, you'll save interest.

Please think carefully about whether a credit card is right for you. Because you can choose to only pay the minimum payment due, you may need to be disciplined to manage your card account and your finances.

- We can ask you to pay the outstanding balance or reduce your credit limit at any time. See the section 'We can ask you to repay your outstanding balance in full and we can cancel your ANZ Credit Card at any time'. If we ask you to pay the outstanding balance or reduce your credit limit, we'll act fairly and reasonably.

If you don't pay the outstanding balance when we ask you to, we can take debt recovery action against you. Debt recovery action could affect your ability to borrow money from us or other lenders in the future.

- We can make changes to the terms of your card agreement. See the section 'We can change the terms and conditions of your card agreement'.
- If you're having difficulties keeping your outstanding balance at a level you can afford, including reducing your outstanding balance over time, let us know. We may be able to work with you, and give you support and information that could help you get back on track.

### How to contact us

We're happy to help if you have any questions about your card agreement. If you're in New Zealand, call 0800 658 044, or if you're overseas call +64 9 522 3010.

If you've lost your ANZ Credit Card, or you suspect someone knows your PIN or has used your ANZ Credit Card without your authority, report it to us immediately on the numbers above. Alternatively, you can report your card as lost or stolen using ANZ Internet Banking or ANZ goMoney.

If you need to write to us, our address is:

ANZ Credit Cards, Private Bag 39802, Wellington Mail Centre, Lower Hutt 5045

We have more information about us, including the branch nearest you on our website [anz.co.nz](http://anz.co.nz), or call 0800 269 296.

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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 in these conditions of use

## **ANZ Credit Card**

When we talk about an 'ANZ Credit Card' or 'your ANZ Credit Card' we mean any of these credit cards issued by us to you, including any wallet card:

ANZ Low Rate Visa card	ANZ CashBack Visa card
ANZ Airpoints Visa card	ANZ CashBack Visa Platinum card
ANZ Airpoints Visa Platinum card	

## **Additional cardholder**

An 'additional cardholder' is anyone you've asked us to give an extra ANZ Credit Card to be able to access your credit limit. An additional cardholder must be over 15 years old, or over 18 years old if you have a Gold or Platinum ANZ Credit Card. An additional cardholder must also meet our account opening criteria.

## **Apple Pay**

Apple Pay means the mobile payment and digital wallet service created by Apple Inc. that lets you make contactless transactions using a wallet card and a Device.

## **ATM**

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

## **Balance transfer**

A 'balance transfer' uses some of your available credit limit on your ANZ Credit Card to pay off the balance you owe on another credit card. The other card must be with another bank or financial institution. We'll charge interest differently on the amount of any balance transfer – see the sections 'We may agree to a balance transfer' and 'We may charge you interest on your card account'.

## **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 national public holidays.

## **Card account**

In these conditions of use, we refer to 'the card account' or 'your card account'. We mean the account in your name, which you and any joint cardholders or additional cardholders use to access your credit limit for your ANZ Credit Card. We also charge any interest and fees relating to your card agreement to this account.

# ANZ Credit Card **Conditions of Use**

## **Card agreement**

In your card summary, these conditions of use, and variation letters we talk about 'your card agreement'. We mean the contract that you have with us for credit card services.

We have different conditions of use for different credit cards we offer, for example personal and business credit cards. We'll tell you in your card summary which version of our conditions of use applies to your ANZ Credit Card and card account. Your card summary, each variation letter, and the version of the conditions of use described in your card summary form your card agreement with us.

These conditions of use can apply to more than one ANZ Credit Card you have with us. Each card summary, and the conditions of use described in that card summary, forms a separate card agreement with us.

## **Card number**

Your 'card number' is the 16-digit number printed on the front of your ANZ Credit Card. For security reasons this is different to your card account number.

## **Cash advance**

A 'cash advance' is when you use your available credit limit to:

- get cash using an ATM or EFTPOS, or over the counter at any ANZ branch or another bank or financial institution
- buy quasi-cash, including buying foreign currency, travellers cheques, or gambling chips.

Cash advances also include transferring some of your available credit limit from your card account to another account you have with us, or another bank or financial institution. This includes by using an ATM, ANZ Phone Banking, ANZ Internet Banking, ANZ goMoney, or with help from an ANZ staff member in branch.

We may charge a fee when you do a cash advance and we'll charge interest differently on the amount of any cash advance – see 'We may charge you interest on your card account' and 'We can charge you fees'.

## **Closing balance**

The 'closing balance' is the total amount you owe us on the closing date set out on your statement.

## **Closing date**

The 'closing date' is the last date of the statement period set out on your statement.

## **Contactless card**

A contactless card is an ANZ Credit Card enabled with contactless technology, and is used to make contactless transactions. Wallet cards are contactless cards.

## **Contactless terminal**

A contactless terminal is an electronic point-of-sale device with contactless technology enabled. It allows you to make contactless transactions.

## **Contactless transaction**

A contactless transaction is a transaction made by presenting a contactless card to a contactless terminal or a contactless ATM. Wallet cards you've set up in Apple Pay, Google Pay™ or Google Wallet can't be used at contactless ATMs in New Zealand.

# ANZ Credit Card **Conditions of Use**

## **Credit limit**

Your credit limit is set out on your card summary and variation letters. Your credit limit is the maximum amount you can access using your ANZ Credit Card or card account and the maximum outstanding balance you are allowed on your card account. If you have a joint cardholder or additional cardholder, your credit limit is the maximum amount that you and any joint cardholder or additional cardholder can access together. For ANZ Credit Cards you have chosen to have wallet cards, one credit limit will apply across your wallet card and the physical ANZ Credit Card it is linked to. We can decrease your credit limit at any time – see ‘We can ask you to repay your outstanding balance in full or cancel your ANZ Credit Card at any time’.

For example, A and B are joint cardholders. The credit limit for the joint card is \$5,000. The maximum amount A and B can access is \$5,000 in total across both cards, not \$5,000 on each card.

## **Device**

A Device is any portable electronic device including a phone or other Device that lets you make contactless transactions using a mobile wallet. Check:

- [anz.co.nz/applepay](https://anz.co.nz/applepay) to see which Devices are compatible with Apple Pay
- [anz.co.nz/googlepay](https://anz.co.nz/googlepay) to see which Devices are compatible with Google Pay

## **Due date**

The ‘due date’ for an amount is the day by which you must have paid it to us.

## **EFTPOS**

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

## **Google Pay**

Google Pay means any payments service offered by Google or its affiliates that lets you make mobile payments using a wallet card and a compatible Device, e.g. Google Pay or Fitbit Pay. Google Pay is provided by Google Asia Pacific Pte. Ltd ABN 54 341 015 381 and its related bodies corporate and affiliates.

## **Google Wallet**

Google Wallet means the digital wallet for Devices that allows you to store your wallet cards for Google Pay and other items on your Device.

## **Merchant**

A ‘merchant’ is a retailer or someone else bound by our Visa merchant agreement, or another agreement with other Visa members.

## **Joint cardholder**

When more than one person is the cardholder, each person is a ‘joint cardholder’.

## **Minimum payment due**

On each statement, we’ll set out a ‘minimum payment due’. The minimum payment due is the amount you must pay us by the due date on that statement. You can always pay more than the minimum payment due or pay the closing balance on your statement in full – this means you’ll pay less interest. But you must at least pay the minimum payment due on each statement by the due date each month.

## ANZ Credit Card **Conditions of Use**

### **Mobile Wallet**

Mobile wallet means a digital wallet such as Apple Pay, Google Pay or Google Wallet that lets you make contactless transactions using a wallet card and a Device.

### **Outstanding balance**

The outstanding balance is the total amount owing on your card account at any time. The outstanding balance includes how much of your available credit limit you've used, amounts you've accessed over your credit limit, and amounts that you haven't paid when due. The outstanding balance also includes all transactions, fees, charges, and interest owing on your card account. To find out your outstanding balance call 0800 658 044 or you can check it using ANZ Phone Banking, ANZ Internet Banking, or ANZ goMoney. You can repay your outstanding balance at any time, and you must pay the minimum payment due by the due date.

### **Passcode**

A passcode is a number you choose and then use to activate your Device.

### **PIN**

This is a 4-digit number or password you choose and then use to access certain services. Its full name is a 'personal identification number'.

### **Statement**

A 'statement' is regular information we send you about your card account, which includes your outstanding balance and minimum payment due. We'll send or give you a statement at least monthly. See the section 'We'll give you information about your transactions and outstanding balance'.

If you've asked us to post you statements, a 'statement' is a reference to any statement we post you. Or, if you've asked us to make a statement available for you to view on ANZ Internet Banking, then a 'statement' is a reference to any statement we make available for you online.

### **Temporary Block**

Temporary block is a feature that you can activate to block transactions made using your ANZ Credit Card.

### **Transaction**

When we refer to 'transactions' we mean any transactions you make using your ANZ Credit Card or card account. Transactions include those made at an ATM or using EFTPOS, ANZ Phone Banking, ANZ Internet Banking, ANZ goMoney and contactless transactions. Transactions also include those made by mail, telephone, email, or internet. And transactions made with any merchant, or over the counter at any branch or any other bank or financial institution. To avoid doubt, a transaction includes when you buy goods or services using your ANZ Credit Card, or you do a cash advance or balance transfer. A transaction also includes any amounts you agree a merchant can charge to your card account on an ongoing basis.

### **Variation letter**

We may confirm changes we make to your card agreement by sending or giving you a 'variation letter'. For more information about the changes we can make to your card agreement and how we'll give you information about those changes, see the sections 'How we'll contact you about your card agreement' and 'We can change the terms and conditions of your card agreement'.

## ANZ Credit Card **Conditions of Use**

### Visa

Visa International Services Association is the licensor of the right to use the 'Visa' brand, including the 'Visa' symbol and other registered designs and wordmarks.

### VISA 3D Secure

A passcode protected authentication system designed to confirm your identity if your VISA Card is used online in different than usual circumstances by providing you with a Visa 3D Secure one-time passcode via SMS. You can enter that one-time passcode to continue on and complete your purchase.

### Visa member

A 'Visa member' is any bank or financial institution who has been approved to issue or accept 'Visa' brand credit cards. Visa members display the Visa symbol.

### Voice ID

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

### Wallet card

A wallet card is an ANZ Credit Card you have set up in a mobile wallet to make contactless transactions.

### We

When we talk about 'we', 'us', and 'our', we mean ANZ Bank New Zealand Limited. If we assign or transfer our rights or obligations under your card agreement, when we talk about 'we', 'us', and 'our' we mean the person we've assigned or transferred any of our rights or obligations under your card agreement to.

### You

When we talk about 'you', we mean the person or people named as the cardholder on your ANZ Credit Card summary.

When more than one person is the cardholder:

- 'you' means each person individually, and any two or more of those people
- each person must comply with the conditions of use
- each person must repay your card account, by themselves, or with the other cardholders.

## When you get an ANZ Credit Card, we agree to lend you money and you agree to repay it

We agree to lend you the outstanding balance up to your credit limit. When you use your ANZ Credit Card or card account, you agree to the following:

- You've read and understood your card summary and these conditions of use.
- The terms and conditions in your card summary and these conditions of use will apply to you and you'll comply with them.

## ANZ Credit Card **Conditions of Use**

- You'll pay the minimum payment due by the due date and you'll repay us the outstanding balance, pay any interest we charge on it, and other amounts we charge, like fees, when we ask you to.
- We can use any rights set out in these conditions of use, and rights we have at law as a lender.

When we exercise any of the rights we have in these conditions of use, 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.

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.

## Setting up your ANZ Credit Card

### You'll need to sign your ANZ Credit Card when you receive it

When you get your ANZ Credit Card you must sign it immediately.

Always keep the physical card with you or in a safe place. You must ensure that your ANZ Credit Cards, including your contactless cards, are protected at all times from misuse or any form of unauthorised use.

Your ANZ Credit Card belongs to us, and you agree to return it to us if we ask you to, or if you close your card account. You also agree that a merchant may keep your ANZ Credit Card, if we've asked them to do so for any reason.

For example, we may ask a merchant to keep your ANZ Credit Card, because your ANZ Credit Card has been reported as lost or stolen.

Your ANZ Credit Card and card account are not transferable. You must not give or allow anyone else to use your ANZ Credit Card or card number. Don't post your ANZ Credit Card overseas, or have someone else send it to you if you're overseas. If you need your ANZ Credit Card sent to you while you're overseas, please contact us – an Urgent Card Delivery fee may apply.

### You'll need to choose a PIN for your ANZ Credit Card

Generally, you'll need to enter a PIN when you use your ANZ Credit Card at an ATM or to buy goods or services using EFTPOS.

You may not need to enter a PIN if you're making a contactless transaction. See the section 'You can make contactless transactions using your ANZ Credit Card'. You may also be asked to sign a receipt, instead of entering a PIN, if you're overseas or with some merchants.

You can set a PIN using 'Your Settings' on ANZ Internet Banking or ANZ goMoney. Or you can visit any ANZ branch and we'll load a PIN you choose on your ANZ Credit Card. You'll need to bring some photo identification with you — the identification we'll accept is on our website, or call 0800 269 296 and we can tell you what identification we'll accept.

You must not set a PIN that's easy for others to work out, like:

- birth dates
- sequential numbers, like 3456
- easy combinations, like 1111
- parts of your telephone or mobile numbers
- parts of your card number
- numbers based on information about you that's easy to find, like your driver's licence number
- numbers you already use for other PINs, like the PIN numbers you use to access your mobile phone or a security system.

For example, the PIN you set for your wallet card must be different from the PIN you use to access ANZ goMoney.



## ANZ Credit Card **Conditions of Use**

You must take all possible care to keep your ANZ Credit Card and PIN secure and stop other people from finding out your PIN. Let us know immediately if you forget your PIN, or you think someone might know your PIN, including your ANZ goMoney PIN. We'll arrange for you to select a new PIN.

### **Transaction verification**

To help prevent unauthorised use, in some circumstances, ANZ may contact you in relation to particular transactions and require you to confirm that you authorized them. This will help us identify and prevent suspicious transactions.

### **Visa 3D Secure**

Visa 3D Secure is automatically enabled on your Visa Card.

Each Visa 3D Secure one-time passcode is only valid for a limited amount of time. Failure to enter your Visa 3D Secure one-time passcode within the required time frames will mean that your transaction cannot be completed.

In providing Visa 3D Secure we rely on mobile network providers to deliver the SMS containing your Visa 3D Secure one-time passcode. Network coverage, including if you are overseas, may affect your ability to receive your Visa 3D Secure one-time passcode.

### **You can help stop unauthorised use of your ANZ Credit Card by protecting your PINs, passcodes, Visa 3D Secure one-time passcodes and biometric identification**

You must do everything you can to protect your PINs, passcodes and biometric identification including:

- Choosing a PIN and a passcode that's hard for others to work out.
- Memorising your PIN and your passcode – don't write your PIN or your passcode down.
- Keeping your PIN, passcode or Visa 3D Secure one-time passcode confidential. Don't tell others your PIN, passcode or Visa 3D Secure one-time passcode including your family or anyone who appears to be in authority, including people who claim to be our staff, a merchant, or the Police.
- Taking all reasonable care so that no one else sees your PIN or your passcode when you enter it, including when using EFTPOS or an ATM or making a contactless transaction.
- Choosing different PINs and passcodes for different services with us and for services with other companies.
- Changing your PINs and your passcodes regularly.
- If you use Voice ID, never record your voice identification phrases such as your passphrase and never let someone else record their voiceprint against your customer number.

### **Temporary Block**

You can activate temporary block to block transactions made using your ANZ Credit Card. You can activate temporary block by:

- Using the 'Manage Cards' feature in ANZ goMoney or ANZ Internet Banking
- Calling us on 0800 658 044 or +64 4 470 3142 (international).

You can remove temporary block at any time using the methods set out above.

Activating temporary block does not report your ANZ Credit Card as lost or stolen. If your ANZ Credit Card is lost or stolen, you must report it to us immediately as set out above.

When you activate temporary block:

- your ANZ Credit Card can't be used for any transactions on your card account, unless those transactions were authorised or occurred before you activated temporary block but weren't yet processed

## ANZ Credit Card **Conditions of Use**

- If you use your ANZ Credit Card to access your everyday and/or savings account then the temporary block:
  - will not apply to those account(s) if you activate temporary block through contacting our staff; but
  - will apply to those account(s) if you activate temporary block through ANZ Internet Banking or ANZ goMoney. If you then remove the block through contacting our staff, the temporary block may remain in place on those account(s) unless you ask us to remove it.
- direct debits you've set up from your ANZ Credit Card number won't be made
- all fees and interest will continue to be charged and you'll still need to make repayments; this includes making the minimum payment by the due date
- existing payments to your card account remain unchanged and you will still be able to view balances and deposit money to your card account using your ANZ Credit Card at ATMs
- any wallet card you have set up in Apple Pay, Google Pay or Google Wallet for your ANZ Credit Card will also be blocked
- you will still be able to make transactions on your card account, as only your ANZ Credit Card will be blocked
- any joint or additional cardholders will still be able to transact on their ANZ Credit Card.

A temporary block set by you:

- will continue to apply to a replacement ANZ Credit Card issued with an identical card number; and
- will not continue to apply to a new or replacement ANZ Credit Card issued with a different card number.

We rely on third party services to provide temporary block. If those services are disrupted temporary block may be unavailable from time to time.

You are responsible for any authorised transactions made using your ANZ Credit Card even if temporary block has been activated.

### **You can have an additional cardholder on your card account**

You can ask us to give up to three additional cardholders ANZ Credit Cards which will access the credit limit on your card account.

Any additional cardholder must be over 15 years old, or over 18 years old if you have a Gold or Platinum ANZ Credit Card.

Each additional cardholder must comply with these conditions of use, but you will be responsible for all transactions they do using the ANZ Credit Card to access your card account, including using wallet cards. You agree you will be responsible for each additional cardholder as if the ANZ Credit Card they use was in your own name, including if the additional cardholder loses their ANZ Credit Card, or it's stolen.

You also agree that we can give any additional cardholder information about your card account, including the outstanding balance and information about any transactions, including transactions you've made.

You or the additional cardholder can cancel their ANZ Credit Card at any time. Just contact us and return the additional cardholder's ANZ Credit Card to us – make sure you cut the card in half through the magnetic strip and through the chip, before you return it. You will be responsible and must pay for any transactions the additional cardholder has made before the additional cardholder's ANZ Credit Card is cancelled.

### **A joint cardholder is liable by themselves, and together with any other joint cardholder**

We generally no longer issue ANZ Credit Cards to joint cardholders. If you're already a joint cardholder or we've agreed to issue an ANZ Credit Card to you as joint cardholders, then this section applies to you.

Each joint cardholder can access the available credit limit on the card account.

Each joint cardholder is liable for any outstanding balance by themselves, and together with any two or more joint cardholders.

We'll accept any instructions about your card account from any joint cardholder. Any joint cardholder can cancel the card agreement, which will mean we'll stop all other joint cardholders from using their ANZ Credit Cards to access the credit limit on the relevant card account.

## ANZ Credit Card **Conditions of Use**

Any joint cardholder can also ask us to cancel a specific ANZ Credit Card that accesses the card account. But, all joint cardholders will remain liable for any transactions made using that ANZ Credit Card before it was cancelled.

### You can get a replacement ANZ Credit Card

We'll send you a new ANZ Credit Card just before your current one is due to expire. Your expiry date is set out on the front of your ANZ Credit Card – please don't use your ANZ Credit Card if it's expired. If we replace your physical ANZ Credit Cards, we may automatically replace your wallet cards for you.

#### **If your ANZ Credit Card is damaged, we may ask you to return it to us**

If you damage your ANZ Credit Card, we'll issue you a new ANZ Credit Card. We charge a fee to issue you a new ANZ Credit Card. We do not charge a fee to issue a wallet card. For security reasons, we may have some extra requirements you'll need to meet before we'll replace an ANZ Credit Card if you're overseas.

We may ask you to send us your damaged ANZ Credit Card – make sure you cut the card in half through the magnetic strip, and through the chip, before you send it to us. You'll also need to let us know how it was damaged.

A chip is the electronic microchip we embed on the front of an ANZ Credit Card.

#### **If you lose your ANZ Credit Card, or it's stolen, let us know immediately**

You must let us know immediately if you lose your ANZ Credit Card, or it's stolen, even if you have activated temporary block. You must also let us know if you have a wallet card and the SIM card for your Device, or your Device, is lost or stolen. Call us on 0800 658 044. If you're overseas, call +64 9 522 3010. Alternatively, you can report your card as lost or stolen using ANZ Internet Banking or ANZ goMoney. If you're overseas, you can also contact any Visa member. Make sure you keep a record that you contacted them, as we may need this information.

In these cases, we charge a fee to issue you a new ANZ Credit Card. We do not charge a fee for a wallet card. For security reasons we may have some extra requirements you'll need to meet before we'll replace an ANZ Credit Card if you're overseas.

A merchant may refuse a transaction or ask you questions if they suspect your ANZ Credit Card is in the wrong hands. We're not responsible for the merchant's actions if they do this.

### **We may choose to give you a replacement card number and card account**

If you lose your ANZ Credit Card, or it's stolen, we can choose to give you a replacement ANZ Credit Card with a replacement card number. We'll transfer the outstanding balance from your existing ANZ Credit Card to that replacement ANZ Credit Card.

We may do this to protect the security of your card account, but it does not create a new contract between us. Any wallet card set up in Apple Pay, Google Pay or Google Wallet that is linked to a cancelled physical ANZ Credit Card will automatically be suspended in your mobile wallet. In some cases you will need to set up your new wallet card in your mobile wallet when you receive your replacement physical ANZ Credit Card.

If we've sent you a replacement ANZ Credit Card, including a replacement ANZ Credit Card with a different card number, you agree you'll still be bound by and will comply with these conditions of use. A replacement ANZ Credit Card includes a replacement ANZ Credit Card with a different card number, and any replacement wallet card.

### **We may need you to come into a branch and confirm what's happened**

We may need you to come into a 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.

## Using your ANZ Credit Card

You'll be able to use your ANZ Credit Card to access up to your credit limit to:

- buy goods or services at merchants who display the Visa symbol, including the Plus symbol.



Visa is a global business offering electronic payment services. Visa currently owns the Plus trademark.

- buy goods or services over the phone, online, or using EFTPOS terminals in New Zealand and some overseas countries
- make a cash advance using selected ATMs and EFTPOS terminals in New Zealand and some overseas countries
- make a cash transfer using selected ATMs, ANZ Internet Banking, or ANZ goMoney
- use your contactless card to make contactless transactions as described on page 14.

When you use your ANZ Credit Card to buy goods or services, including by contactless transactions, you give us authority to use your available credit limit to pay the merchant. You agree we don't have to seek confirmation from you before we complete that transaction.

If you give your ANZ Credit Card to a merchant to buy goods or services, please make sure you get it back after the transaction is made.

We're not responsible if a merchant, bank or financial institution won't accept your ANZ Credit Card, or if they won't allow you to do a cash advance. Even though a merchant, bank or financial institution displays the Visa symbol, it doesn't mean they will accept your ANZ Credit Card. It is up to each merchant how they accept payment for goods and services.

We're also not responsible if you're not happy with any goods or services you buy using your ANZ Credit Card.

We can't stop or cancel a transaction you make using your ANZ Credit Card. If you've been charged the wrong amount by a merchant or you return an item, the merchant can choose to credit your card account instead of stopping or cancelling the transaction.

The Visa member may set limits for the minimum or maximum cash advance you can do. They may also charge you a fee for the cash advance – in addition to any fee we charge you (see the section 'We can charge you fees').

### **ATMs, EFTPOS and contactless terminals are generally available 24 hours a day – but it does depend on the merchant**

You can generally use your ANZ Credit Card at ATMs, 24 hours a day. Overseas ATMs and non-ANZ ATMs may be available at different times.

EFTPOS is also generally available 24 hours a day, but availability will depend on the trading hours of the merchant. Merchants also determine the availability of contactless terminals.

The time your ATM or EFTPOS or contactless transaction is processed to your card account will depend on the time you completed the transaction with the merchant. Your ATM, EFTPOS or contactless transaction could be processed the next day or when the merchant chooses to settle that transaction.

If you're completing a transaction online or by phone, the time your transaction is processed to your card account will depend on the merchant and when they choose to settle that transaction.

### **Use good judgement when using an ATM, EFTPOS or contactless terminal**

You should always use good judgement when using an ATM, EFTPOS or contactless terminal:

- Be aware of your surroundings. Choose a well-lit area and park close to the ATM.
- Have your ANZ Credit Card ready before you approach the ATM.
- Count your notes before depositing and insert them into the ATM as a bunch.
- Have someone with you when using an ATM at night, if possible.
- If you see anyone or anything suspicious, you should leave the area and do your banking another time or at another ATM.
- Take care to make sure no one can see you enter your PIN at the ATM or on the EFTPOS terminal.
- Take care that your card does not leave your sight when a transaction is being completed by EFTPOS or at a contactless terminal.

If you have any problems, please let us know as soon as possible.

### **Some daily limits apply to cash advances**

Daily limits apply to the amount you can withdraw from an ATM:

- In New Zealand, you can withdraw up to NZ\$2,000 a day in cash.
- Overseas, you can withdraw up to NZ\$3,000 a day in cash.

We can change these limits and a day is 24 hours from midnight to midnight New Zealand time. Merchants and non-ANZ ATMs may have lower daily limits than we apply.

### You can make contactless transactions using your ANZ Credit Card

You can use your ANZ Credit Card to make contactless transactions, using contactless technology.

Visa Paywave is a contactless payment technology that lets you perform transactions without having to swipe or insert your ANZ Credit Card at contactless terminals. You can also make contactless transactions with your contactless ANZ Visa Credit Card at contactless ATMs. Contactless terminals and contactless ATMs usually display the following symbols.



Contactless technology works by tapping or holding your ANZ Credit Card over a contactless terminal or contactless ATM. If you have a mobile wallet, you can make contactless transactions by presenting your Device that has been set up with a wallet card at contactless terminals.

You can set up a wallet card from the eligible cards shown in ANZ goMoney. Wallet cards access the same card account as the physical card the wallet card is linked to. This will be your default wallet card account, unless you select a different wallet card for that contactless transaction. Your wallet card may not work if you attempt to make a contactless transaction when your Device has not recently been connected to the internet.

A default wallet card is the wallet card you nominate to use in a mobile wallet to make contactless transactions. Contactless transactions using mobile wallets will be debited from the card account for your default wallet card unless you select a different wallet card for that transaction.

In New Zealand, if the transaction is NZ\$200 or less, you won't usually need to enter your PIN at the contactless terminal. If the transaction is over NZ\$200, you may need to enter your PIN. For security reasons, some merchants may require you to enter your PIN for contactless transactions. Different requirements may apply overseas and you may be asked to sign a receipt instead of enter a PIN. You always need to enter your PIN at contactless ATMs, however.

You can't use your wallet card to make a cash transfer, transaction over the phone or to make online purchases.

If your physical ANZ Credit Card is cancelled or blocked for any reason, including if you have activated temporary block we will also cancel or block your wallet card in Apple Pay, Google Pay or Google Wallet (as applicable).

If you use your ANZ Credit Card to make a contactless transaction, you're giving us authority to take that amount from your available credit limit and pay it to the merchant. You can't stop or reverse the transaction. You agree that we don't have to check who is making the transaction, or whether they have your authority.

If you use a mobile wallet, it's important that you protect your Device. You must ensure that:

- no one else's biometric identification is registered on your Device
- you only set-up wallet cards where you are the cardholder or an additional cardholder.  
See our ANZ Electronic Banking Conditions for additional steps you must take to protect your Device, available at [anz.co.nz](http://anz.co.nz) or from any branch
- you only use a mobile wallet on your own Device, or a Device you are authorised to use, for example, by your employer. You must not enable wallet cards on a shared Device
- you remove your wallet cards from your mobile wallets before you sell or give your Device to someone else. You will be responsible for all transactions on wallet cards that are not removed from your Device before you sell or give it to someone else.

## ANZ Credit Card **Conditions of Use**

You must contact us immediately by calling 0800 658 044 if you have a mobile wallet and:

- Your Device or its SIM card is lost or stolen
- The mobile service on your Device is suddenly disconnected without your permission
- You suspect a security breach of your Device or your mobile wallet.

We will cancel your mobile wallet and wallet cards if required, after you let us know about possible unauthorised transactions.

If someone uses your mobile wallet or wallet card to make a transaction you haven't authorised, then these conditions of use apply, not our ANZ Electronic Banking Conditions of Use. See 'Your responsibility for unauthorised use of your ANZ Credit Card' on page 28 for more information.

You can find our Electronic Banking Conditions of Use on our website, [anz.co.nz](http://anz.co.nz), or ask at any branch.

If you have set up your ANZ Credit Card as a wallet card in Apple Pay, you agree to follow the ANZ with Apple Pay Terms and Conditions, available at [anz.co.nz](http://anz.co.nz) or from any branch. In the event of any inconsistency, the ANZ with Apple Pay Terms and Conditions apply. You must also agree to and comply with Apple Inc's terms and conditions in order to use Apple Pay.

If you have set up your ANZ Credit Card as a wallet card in Google Pay or Google Wallet you agree to follow the ANZ Google Pay Terms and Conditions, available at [anz.co.nz](http://anz.co.nz) or from any branch. In the event of any inconsistency, the ANZ with Google Pay Terms and Conditions apply. You must also agree to and comply with Google Asia Pacific Pte. Ltd's terms and conditions in order to use Google Pay.

### **You can access your card account by phone or on the internet**

You can ask us to give you access to your card account using ANZ Phone Banking, ANZ Internet Banking, or ANZ goMoney. More information about these services, including the terms and conditions that apply, is on our website, [anz.co.nz](http://anz.co.nz) or call 0800 269 296. Wallet cards can't be used to make phone purchases or online purchases.

### **You may also be able to access your other ANZ accounts using your ANZ Credit Card**

If you ask us, we can give you access to most of your everyday and savings accounts using your ANZ Credit Card at selected ATMs and EFTPOS terminals in New Zealand, and some overseas.

We'll let you know which accounts you can access using your ANZ Credit Card. There will be some accounts that you won't be able to access using your ANZ Credit Card. If you're using your ANZ Credit Card or wallet card to make a contactless transaction, the transaction will be charged to your card account, not any other accounts you can access.

For example, you may not be able to access online accounts using your ANZ Credit Card because you can only access the accounts using ANZ Internet Banking or goMoney.

If you do ask us to give you access to your other accounts using your ANZ Credit Card:

- any contactless transactions will be charged to your card account – we can't charge these to your other accounts instead
- you won't be able to use the 'Fast Cash' option at ATMs
- not all ATMs and EFTPOS terminals in New Zealand or overseas will allow you to access all of your accounts using your ANZ Credit Card – we don't recommend you rely only on your ANZ Credit Card to access your accounts when you travel overseas
- we can cancel your access if you break these conditions of use.

Daily limits will also apply if you access your other accounts using your ANZ Credit Card:

- you can withdraw up to NZ \$2,000 in cash a day using an ATM
- you can buy goods or services up to NZ \$10,000 a day using EFTPOS.

## ANZ Credit Card **Conditions of Use**

We can change these limits and a day is 24 hours from midnight to midnight New Zealand time. Merchants and non-ANZ ATMs may have lower daily limits than we apply.

If we've given you access to your everyday or savings accounts using your ANZ Credit Card, you can also use your ANZ Credit Card to deposit cash (notes only, no coins) to those selected accounts in New Zealand.

To make deposits, you can use an ANZ 'Smart Deposit' ATM. We process deposits and withdrawals made through a Smart ATM:

- immediately on business days
- late the next business day if the deposit or withdrawal is made after 7:30pm or on a non-business day.

### **Authorisations on your ANZ Credit Card will limit your available credit limit**

A merchant can get an 'authorisation' to check that you have enough available credit limit to buy those goods or services. Merchants usually get an authorisation when you will pay for those goods or services later.

Once a merchant gets an authorisation, it limits your available credit limit on your card account by the amount of that authorisation. The authorisation can hold this amount for up to three business days.

For example, you check into a hotel. You'll be staying at the hotel for one night, and your accommodation will cost \$300. The hotel gets an authorisation on your ANZ Credit Card for this amount. You have \$500 available credit limit. The authorisation limits your ability to access the \$300 needed to pay for your accommodation, so you can only access \$200 until you pay for your accommodation or up to three business days.

### **You may authorise a merchant to charge a transaction to your ANZ Credit Card**

You can use your ANZ Credit Card and card account, but not your wallet cards, to buy goods or services over the phone, by mail, by email, or online. When you give the merchant your ANZ Credit Card details, you're authorising the merchant to charge those goods or services to your card account.

You may authorise a merchant to charge a particular transaction to your ANZ Credit Card in writing or verbally. If you do this, the merchant can issue a 'sales voucher' for the amount of the transaction and charge this to your card account. Merchants can't issue sales vouchers for contactless transactions made using wallet cards.

You will need to pay the amount of the transaction charged to your ANZ Credit Card or card account, even if you didn't sign for the transaction or use your PIN.

We strongly recommend you take care when giving your ANZ Credit Card details out by phone, mail, email, or online, particularly before you receive goods or services – this can be risky. Email is not always secure and someone else could get your ANZ Credit Card details and use them without your authority.

### **You must not use your ANZ Credit Card if your card account is closed**

If your card account is closed, including where we've cancelled it for any reason, you must stop using your ANZ Credit Card and card account.

We haven't agreed to any transactions after your card account has been closed or cancelled, even where an electronic banking terminal, EFTPOS, contactless terminal, or ATM accepts your ANZ Credit Card or lets you complete a transaction. You'll need to repay those transactions, and any interest or fees we charge on them, immediately.



## ANZ Credit Card **Conditions of Use**

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

For your security and protection, we don't always 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 we can still choose to refuse them.

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

- Unless the person is using ANZ Phone Banking, ANZ Internet Banking, or ANZ goMoney, you agree we don't have to identify the person giving us the instruction.
- You agree we can process the transaction, even if it exceeds your credit limit.
- 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.

### **You can use your ANZ Credit Card overseas**

You can use your ANZ Credit Card overseas:

- Overseas banks, financial institutions, and merchants may set their own daily limits or restrict the types of transactions you can make using your ANZ Credit Card.
- You can use your card account to make transactions overseas where your card isn't present, including buying goods or services online from retailers overseas.

When you use your ANZ Credit Card or card account overseas, you must comply with any laws that apply in that country and in New Zealand, including those about exchange of different currencies. You must still pay for the transaction, even if the goods you buy can't be brought into New Zealand or if you must pay extra taxes or import duties on those goods.

### **If you use your ANZ Credit Card overseas, your transaction will be converted into New Zealand Dollars**

If you use your ANZ Credit Card overseas, Visa will convert your transaction into New Zealand dollars:

- Visa choose from wholesale exchange rates available to them when processing your transaction.
- Visa can choose to convert from the currency you bought the goods or services in directly to New Zealand Dollars. Or they can convert from the currency you bought the goods or services into US Dollars and then into New Zealand Dollars.
- The date the transaction is processed isn't always the day you did the transaction.
- Visa use exchange rates in different ways. The exchange rates used for different transactions processed on the same day, or the same transaction processed on a different day, may differ.
- If a refund happens, the amount of the refund may differ to the original charge because exchange rates have changed or Visa has used different exchange rates.

These rules are set by Visa and they could change. We'll let you know if Visa change these rules.

### **We charge a currency conversion charge if you use your ANZ Credit Card overseas**

We will charge you a 'currency conversion charge' on any transactions you make using your ANZ Credit Card overseas or in a foreign currency.

We'll show currency conversion charges on your statement:

For example:

Edna's Store Florida (USD 100 @ 0.500) (202.60)

(incl Currency Conversion Charge - \$2.60)

### **We don't charge a currency conversion charge on credit transactions, or overseas refunds to your ANZ Credit Card**

A credit transaction is where someone deposits money onto your ANZ Credit Card or into your card account. A refund is where you've bought goods or services using your ANZ Credit Card, but the person selling them is giving you back the money you've paid.

We don't charge a currency conversion charge on any credit transaction or refund happening overseas using the Visa network.

If a refund happens using the Visa network, we won't refund the currency conversion charge we charged on your original transaction.

### **Overseas ATM owners and branches could charge you a fee**

Banks and other financial institutions overseas can charge you fees for using their ATMs or doing a cash advance over the counter. Before you complete your transaction, you should be asked to accept the fee. We'll include any overseas fees on your statement. To keep fees down, or avoid fees, we recommend using overseas ATMs, banks, and other financial institutions as little as possible.

### **Using wallet cards overseas**

You may be able to use your wallet card overseas to make contactless transactions at contactless terminals and contactless ATMs.

The transaction limits at which a PIN is required depend on which country you are in. For example, you may need to enter a PIN for a transaction below the NZ\$200 limit that is PIN free in New Zealand, or you may need a PIN above that level. We don't set these limits used by overseas ATMs.

Your mobile service provider may charge additional fees to access the internet on your Device overseas. See 'Fees that apply to mobile wallets and wallet cards' on page 21 for a summary of fees that might apply to mobile wallets and wallet cards.

## **We may agree to a balance transfer**

We may agree to a balance transfer, if you ask us to. We have the right to choose whether to agree or refuse your request to do a balance transfer. Or we may choose to accept only some of the amount you want to transfer under the balance transfer. Our lending criteria apply.

We may not agree to do a balance transfer if:

- the amount you owe on the other credit card is under \$100
- the amount you've asked us to transfer is more than the amount owing on the other credit card
- the amount you owe is on another ANZ Credit Card or card account or for a credit card issued by an overseas bank or financial institution
- the outstanding balance on your ANZ card account is 95% or more of your credit limit
- you've broken these conditions of use or any other agreement with us or you've broken your agreement with the other bank or financial institution you have your other card with
- we're not satisfied with how you're using your ANZ Credit Card or card account.

For example, we may not agree to do a balance transfer if you're regularly missing your minimum payment due or going over your credit limit.

If the amount you want to transfer will cause you to exceed your approved credit limit, we'll only transfer up to 95% of your credit limit.

Unless we've said otherwise, if your card agreement includes a rewards programme, you won't receive any rewards on any amount we transfer under the balance transfer.

## ANZ Credit Card **Conditions of Use**

It's important to know we start charging interest once we've completed the transfer for you. See the section 'We may charge you interest on your card account'. And if you make a cash advance or purchase after the balance transfer happens, you'll be charged interest at the cash advance or purchase rate from the date of that transaction.

It will generally take us up to 14 days to process a balance transfer. While we're processing a balance transfer, you'll need to keep making your repayments to the other bank or financial institution. We don't accept any responsibility if you pay late or if you're charged extra fees or interest for any reason. You'll need to close your existing card – unfortunately, we can't do this for you.

### You must keep your outstanding balance under your credit limit

You must not let your outstanding balance go above the credit limit. You must pay any interest or any other amounts, like fees, to keep within your limit, and you must pay the minimum payment due.

To keep under your credit limit you should regularly check your outstanding balance. You must have enough credit limit available to pay interest we charge you on the outstanding balance or other amounts we charge you on your card agreement, like fees. We can refuse to let you make any transactions on your card account until you are below your credit limit.

#### **We may let you make transactions above your credit limit**

If you try to make a transaction that needs more money than your available credit limit, we may stop you doing so.

But we understand that sometimes you may need access to extra money. So, we may choose to let you go above your credit limit. If we let you go above your credit limit, we're not increasing your credit limit. Instead, we're lending you the extra money you don't have and you must repay it as soon as possible or when we ask you to. As amounts over your credit limit must be paid as soon as possible, we'll also include any amounts over your credit limit in your minimum payment due.

For example, we can choose to decline a transaction that would take you above your credit limit. Or, we might let the transaction go through, and you must immediately repay us the extra money we've given you access to.

We have the right to use amounts we owe you to pay amounts you owe us, including where you've gone above your credit limit on your card account – this right is called 'set-off'. We also have the right to move money from any other ANZ account you have with us into your card account to pay amounts you owe us – this right is called 'combination'. We don't have to ask you to repay some or all the outstanding balance first before using these rights. If we use or move amounts in your accounts, we'll advise you in writing afterwards.

For example, if you have money in a bank account with us, this is an amount we owe you. We can take that money and use it to pay amounts you owe us, including on your ANZ Credit Card.

### We can charge you fees

We've set out below the fees we can charge to your card account while you have your ANZ Credit Card. The fees and how we calculate them may change over time. We'll let you know what has changed and when it takes effect. Where we can, we'll give you 14 days' notice before we change a fee. You can get current information about our fees on our website, [anz.co.nz](http://anz.co.nz).

## ANZ Credit Card **Conditions of Use**

Other fees can apply if you use services like ANZ Phone Banking or ANZ Internet Banking or if you use your ANZ Credit Card to access your other bank accounts with us. See our 'Fees and Charges' document or our website, anz.co.nz, for more information.

Some merchants may charge a fee, like a convenience or surcharge fee, if you pay for goods or services using your ANZ Credit Card. You should be asked to accept this type of fee before you make your transaction.

<b>ANZ Credit Card type</b>		
ANZ Low Rate Visa	Annual fee Joint or additional card	No charge No charge
ANZ CashBack Visa	Annual fee Joint or additional card	\$40 \$5
ANZ CashBack Visa Platinum	Annual fee Joint or additional card	\$80 \$5
ANZ Airpoints Visa	Half-yearly fee Joint or additional card (charged half-yearly)	\$32.50 \$2.50
ANZ Airpoints Visa Platinum	Half-yearly fee Joint or additional card (charged half-yearly)	\$75 \$2.50

### When we charge these fees

We charge Annual fees yearly and Half-yearly fees half-yearly for administering your card account. The fee will be charged once your card account is opened and every year or half-year after that.

We charge Joint or Additional card fees yearly or half-yearly for administering any ANZ Credit Cards you've asked us to issue to any joint cardholder or additional cardholder. The fee will be charged once the joint or additional cardholder is added to the card account and every year or half year after that.

## Fees that apply to all ANZ Credit Cards

Urgent card delivery	Courier fee	If you need a replacement ANZ Credit Card urgently, we'll charge you the courier fees, within New Zealand or overseas, to get the ANZ Credit Card to you.
Replacement card	\$5	We charge this fee for each replacement ANZ Credit Card you ask us to give you if your ANZ Credit Card is damaged, lost, or stolen. We'll charge this fee when we send you the replacement ANZ Credit Card.
Late payment fee	\$6	We charge this fee if you don't pay the minimum monthly payment by the due date.
Currency conversion charge	1.3% of the NZ \$ amount	We charge this amount on any transactions you make in a foreign currency, including when you're overseas or buying goods or services online from an overseas merchant. We charge this on transactions made through the Visa PLUS network.
Staff-assisted cash advance fee	\$3	<p>We charge a cash advance fee of \$3 if you make a staff assisted cash advance (over the counter in branch or over the phone).</p> <p>We won't charge you a fee for cash advances using:</p> <ul style="list-style-type: none"> <li>• ANZ or non-ANZ ATMs in New Zealand</li> <li>• ANZ Internet Banking, ANZ Phone Banking or ANZ goMoney</li> <li>• An overseas ATM or over the counter in any overseas bank or financial institution.</li> </ul> <p>If you do a cash advance overseas using an overseas ATM or over the counter, the bank or financial institution may charge you a fee. Currency conversion charges will also apply.</p>

## Fees that apply to mobile wallets and wallet cards

Any fees and charges we charge for your physical ANZ Credit Cards and ANZ accounts will also apply if you use a mobile wallet and wallet cards. You may be charged fees for using a wallet card overseas. See our Fees and Charges booklet for more information.

ANZ will not charge you any additional fees solely for setting up a wallet card in New Zealand.

Your mobile service provider may charge for downloading, updating and using a mobile wallet. Your mobile service provider may charge additional fees to access the internet on your Device overseas. You're responsible for any fees your mobile service provider charges you. If you have concerns about a fee you've been charged by your mobile service provider, you should speak with them directly.

Except for cash advances and balance transfers, we don't charge interest in some situations:

### We may charge you interest on your card account

- We won't charge you interest if you've paid all of the closing balance set out on your statement by the due date.
- We won't charge you interest to the extent that you have enough credit funds in your card account to pay any transaction, fee, or interest charge on the day we process it to your card account.

You'll have 'credit funds' available in your card account if any money you deposited onto your card account was more than your outstanding balance on that date. You can access those credit funds in the same way you can access your available credit limit.

For example, your outstanding balance on your card account is \$1,000. You deposit \$1,500 onto your card account. The deposit repays your outstanding balance in full, and leaves you with \$500 in credit funds.

You then buy an item using your ANZ Credit Card that costs \$600. You have \$500 in credit funds in your card account on the day we process the transaction to your card account. So, we'll only charge you interest on the remaining \$100.

If you don't pay all of the closing balance by the due date, then we'll charge interest on:

- each transaction, or part of a transaction, that makes up your closing balance – including fees, transactions, and interest you've been charged on previous statements
- any new transactions and fees from the opening date of your next statement.

The opening date is the first date of a statement period set out on your statement.

We'll charge that interest from the day any transaction, interest, or fee was charged to your card account, until the closing date of your next statement.

When we calculate interest, we'll take into account any payments you've made to reduce your outstanding balance since the closing date of your previous statement.

Except for cash advances and balance transfers, we'll charge interest at our purchase rate for your type of ANZ Credit Card for any transactions, interest, or fees.

### We charge interest immediately on cash advances and balance transfers

If you do a cash advance or balance transfer, we'll charge you interest on the daily balance of that cash advance or balance transfer.

We'll charge you interest from the day you did that cash advance or balance transfer until you repay it in full. We also charge interest on any fees or interest we've charged you on that cash advance or balance transfer. We'll charge that interest from the date the interest or fee was charged to your card account until you repay those amounts in full.

It's important to know, we use a different interest rate to calculate interest for cash advances, balance transfers, and for any fees or interest we charge on them, than we do for other transactions.

We'll charge interest on cash advances, fees or interest on that cash advance at our cash advance interest rate for your type of ANZ Credit Card. And we'll charge you interest on balance transfers, and on fees and interest on that balance transfer, at our balance transfer interest rate.

We won't charge you interest to the extent that you have enough credit funds in your card account to pay that cash advance or balance transfer on the day we process it to your card account.

### How we calculate interest

We'll calculate interest daily. We'll take the relevant interest rate and divide it by 365. We'll then multiply that number by the amount of the relevant type of transaction, interest, or fees you owe at the end of each day. We divide that amount by 100 to get the amount of interest you owe at the end of the day. We decide the end of day, and we assume the year will always have 365 days. We'll charge the interest to your card account on the closing date of your statement.

### You can get information about our current interest rates on our website

We can change our interest rates at any time. You can find our current interest rates for ANZ Credit Cards on our website, [anz.co.nz](http://anz.co.nz). Your current interest rates are shown on your statement, ANZ Internet Banking, and ANZ goMoney.

## You'll need to make payments to your card account

You can repay some or all of your outstanding balance in full at any time – we don't charge a fee for this.

We'll set out in your statement your closing balance and the minimum payment due.

While we encourage you to always pay your closing balance in full by the due date, you must pay at least the minimum payment due, as shown on each statement, by the due date.

You must pay the minimum payment due, even if you didn't receive your statement for any reason.

You can check your minimum payment due and outstanding balance at any time using ANZ Phone Banking, ANZ Internet Banking, or ANZ goMoney, or call us on 0800 658 044.

Your minimum payment due will be the sum of the following:

- If your closing balance is less than \$10, all of your closing balance on that statement. Or, if your closing balance is \$10 or more, the largest of either 3% of that closing balance rounded to the nearest dollar, or \$10.
- Any amounts you're required to pay immediately, like any amounts over your credit limit and any minimum payment due from a previous statement that you haven't paid.

If you don't pay the minimum payment due, then that amount becomes immediately due. We can charge you a Late Payment fee and we may choose to cancel or stop you from using your ANZ Credit Card.

If a merchant credits a transaction back to your card account before the due date, you'll still need to pay the minimum payment due and any amounts due immediately. A credit from a merchant will not be processed as payment of the minimum payment due or any amounts due immediately, even if the credit is more than those amounts.

## ANZ Credit Card **Conditions of Use**

Your payments must be in cleared funds and without using any right of set-off you may have.

Cleared funds are money in your account, available for you to use, which won't be reversed or dishonoured, for any reason.

Set-off is the 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. For example, you have a term deposit with us and we will pay you interest at the end of the deposit's term. You are not able to deduce the amount of interest we will pay you on your deposit from the amount you need to pay on your card account.

Any payment to your card account must be made in New Zealand Dollars. You can pay your card account while you're overseas by using ANZ Internet Banking, ANZ goMoney, or ANZ Phone Banking.

### **How we'll apply your payments**

When you make a payment, we'll generally apply it in the following order:

- First to interest and fees on, and then the daily balances of, balance transfers, cash advances, and purchases on your current or any previous statement.
- Then to transactions made since your current statement period, including balance transfers, cash advances, and purchases.

However, we may apply your payment or payments in a different order if you have multiple transaction types in your current or previous statement periods. For example, if fees or interest types are added.

### **Your payments are only made when we receive them and they are cleared funds**

When we receive your payment, or when it becomes cleared funds, depends on how you make the payment to your card account. Funds transfers are processed to your card account immediately. Other payment types will generally be processed and received within a couple of hours.

Check with your bank when payments will be applied or when payments will become cleared funds. It's important to check how long it will take us to receive a payment in cleared funds before you pay the minimum payment due. As we've explained above, if you don't pay the minimum payment due by the due date we can charge you a fee.

Generally, we'll apply any payments of cleared funds that we receive by 8.30pm to your card account on that day. If we receive any payments of cleared funds after 8.30pm, we'll apply the payment to your card account on the next day.

## **We can ask you to repay your outstanding balance in full and we can cancel your ANZ Credit Card at any time**

We can review your use of your ANZ Credit Card and card account at any time and for any reason.

### **We can ask you to repay your outstanding balance**

We can write to you at any time and ask you to repay some or all of your outstanding balance. We can also ask you to pay interest and other amounts you owe us, like fees.

We can ask you to repay these amounts even if you've complied with your card agreement.

We'll give you a reasonable time to repay any amounts you owe us. But if you don't repay us when we've asked you to, we can take any steps we need to recover the money you owe us.

For example we may choose to list your debt with a debt recovery agency or credit reporter, which could affect your ability to borrow money from us and other lenders in future.



## ANZ Credit Card **Conditions of Use**

### **We can cancel your ANZ Credit Card**

If we ask you to repay some or all of your outstanding balance, we can also choose to cancel your ANZ Credit Card and card account at the same time. We'll also cancel any additional cardholder's ANZ Credit Card.

We can also cancel your ANZ Credit Card and card account if any of the following happen:

- You haven't used your ANZ Credit Card and card account in some time.
- We've sent you a new ANZ Credit Card but you haven't activated it when we asked you to do so.
- We believe we'll suffer a loss if you continue to use your ANZ Credit Card or card account.
- You die or become insolvent.
- You've broken these conditions of use.

We can, for the same reasons:

- Suspend or cancel your wallet card, without suspending or cancelling your ANZ Credit Card or card account.
- Cancel any additional cardholder's ANZ Credit Card.

If we've cancelled your ANZ Credit Card or any additional cardholder's ANZ Credit Card, you must still pay any outstanding balance, and any interest or fees we charge on your outstanding balance. If you die or you become insolvent, you or your estate remain responsible for the outstanding balance, and any interest or fees we charge on your outstanding balance, until it is repaid in full.

If we cancel your ANZ Credit Card or any additional cardholder's ANZ Credit Card, you agree to return that ANZ Credit Card to us if we ask you to. Any wallet card linked to a cancelled physical ANZ Credit Card may also be cancelled. If we cancel your wallet card, we'll remove it from your mobile wallet.

### **We can stop you from using your ANZ Credit Card**

We can stop you from using your ANZ Credit Card and card account, including until you've repaid us any amounts you owe us.

We may do this where we believe we'll suffer a loss if you continue to use your ANZ Credit Card or card account. We can also stop any additional cardholder from using their ANZ Credit Card or your card account for the same reason.

You'll be able to use your ANZ Credit Card again once we're satisfied that you've repaid us any amounts you owe us or we'll no longer suffer a loss.

### **We can reduce your credit limit**

We can also reduce your credit limit. We'll generally only reduce your credit limit if we're concerned about how you're using your ANZ Credit Card or card account. These circumstances might include:

- we believe you're no longer able to afford it
- you're often going over your credit limit
- we believe we'll suffer a loss if we don't reduce your credit limit.

### **Nothing limits our rights to ask you to repay your outstanding balance, cancel your ANZ Credit Card, or reduce your credit limit**

Nothing prevents or limits our right to ask you to repay some or all of your outstanding balance, cancel or stop your ANZ Credit Card or card account, or reduce your credit limit. We can use these rights at any time and for any reason.

We don't have to give you a reason why we're asking you to repay your outstanding balance, cancelling or stopping your ANZ Credit Card or card account, or reducing your credit limit. However, we'll act fairly and reasonably, following the Code of Banking Practice and any relevant legislation, like the Credit Contracts and Consumer Finance Act 2003. We'll also write to you as soon as possible after we've cancelled or stopped your ANZ Credit Card or card account or reduced your credit limit. We'll let you know what will happen or what you need to do.

### **We can refuse to let you make certain transactions**

We can delay or refuse to let you make a transaction on your ANZ Credit Card or card account if we believe any of the following apply:

- The transaction involves, directly or indirectly, certain countries, types of business, or people which 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 which 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 haven't received a declaration or complete tax residency information or have reason to believe the information provided is incomplete about you [or joint or additional card holders] that we need under tax laws.
- We need to confirm whether New Zealand law or any overseas laws prohibits the transaction.
- You've deliberately set up your transaction to stop us from knowing whether the transaction involves any of the above.
- We haven't received a declaration or complete tax residency information that we need under tax laws or have reason to believe the information provided about you or any joint card holder is incomplete or inaccurate.

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 make a particular transaction. But we may not always be able to tell you why.

For example, we may not be able to tell you why, if we have to comply with laws in New Zealand or overseas.

### **We have to comply with rules under legislation**

We have to comply with the rules applying under legislation about how we recover amounts you owe, and what notices we have to give you.

Under tax laws, we may need to refuse to let you make a transaction or may have to close your ANZ Credit Card or card account if we haven't received a declaration or accurate and complete tax residency information about you or any joint cardholders; or if we believe a declaration or any tax residency information given is incomplete or inaccurate. We won't be responsible for any losses or costs you or anyone else incur because we've refused to complete any transaction or we've closed your ANZ Credit Card or card account for these reasons.

### **We can take any money you owe us from your accounts or charge you interest**

If you still owe us money after we've asked you to repay your outstanding balance, we can take this amount from any of your accounts with us. Or, we can continue to charge you interest on the amount you owe.

If we owe you money, like fees or charges we've reversed, we'll credit this amount into your card account or any other account you have with us, and let you know.

## You can repay your outstanding balance or cancel your ANZ Credit Card at any time

You can do the following:

- Repay some or all of your outstanding balance at any time – we won't charge a fee to do this.
- Ask us to reduce the credit limit.
- Ask us to cancel an additional cardholder's ANZ Credit Card.
- Ask us to cancel your card agreement, if you've repaid your outstanding balance and any interest or fees owing in full.

To cancel any additional cardholder's ANZ Credit Card or your card agreement, just call us on 0800 658 044. We may ask you to return your ANZ Credit Card to us. If we do ask you to return your ANZ Credit Card, please cut the ANZ credit card in half through the magnetic strip and through the chip.

### [Talk to us if you're having difficulties with your card agreement](#)

If you're having or expect to face difficulties keeping your outstanding balance at a level you can afford, reducing your outstanding balance over time, or complying with your card agreement, talk to us immediately. We may be able to work with you, or give you support and information that could help you get back on track.

## We'll give you information about your transactions and outstanding balance

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 ANZ Credit Card at any time.

We'll send or give you a monthly statement which will show all of your transactions, fees, charges, and interest on your card account, including any wallet card transactions. We won't send or give you a statement if there are no transactions, fees, charges, or interest on your card account that month.

If there is an outstanding balance, your minimum payment due must be made within 25 days of the closing date of your statement. If you have an ANZ Airpoints Visa card or ANZ Airpoints Visa Platinum card, your minimum payment due must be made within 14 days of the closing date of your statement.

If you've asked us to post you a statement, we'll send it to the last address we have for your ANZ Credit Card, or another address agreed with us.

If you've asked us to give you the statement electronically, or by electronic means, we'll make the information or the statement available for you to view in ANZ Internet Banking. You can get up to two years of information about your ANZ Credit Card in ANZ Internet Banking.

We currently don't send statements by email. However, you agree that we can send you statements by email instead of posting it to you or making it available to you in ANZ Internet Banking. If we decide to send statements by email we'll let you know before we start sending them to you. We'll also use the email address you've given us to for information about your card agreement. If more than one person is the borrower under your ANZ Credit Card, we can give or send a letter or notice to only one of those people. If we do give or send a letter or notice to only one person, each person making up the borrower agrees they receive that letter or notice too.

## You must pay any costs we incur

You must pay any costs or losses we incur when we use or protect our rights under your card agreement with us.

For example, you must pay any costs or losses we incur if we have to recover any amounts you owe us under your card agreement.

Our costs depend on the type and complexity of the transaction and your circumstances. They include all our legal costs, other professional advisor fees, and taxes.

We can take any costs or losses we incur from any of your accounts with us. We'll tell you the amount of any legal charges before we take that amount from your account. Otherwise, we'll advise you in writing afterwards if we take any costs or losses we've incurred from your accounts.

### We also have certain legal rights if you owe us money

You agree the law gives us certain other rights if you owe us money. We have the right to use amounts we owe you to pay amounts you owe us – this right is called 'set-off'. We also have the right to move money from one account into another account you have to pay amounts you owe us – this right is called 'combination'. We don't have to ask you to repay some or all of your outstanding balance first before using any of these rights. If we use or move amounts in your accounts, we'll advise you in writing afterwards.

For example, if you have money in a bank account with us, this is an amount we owe you. We can take that money and use it to pay amounts you owe us, including on under your card agreement.

## Your responsibility for unauthorised use of your ANZ Credit Card

We've explained in the table below what losses and costs you'll be responsible for if someone uses your ANZ Credit Card, including any wallet card, without your authority:

What's happened?	Your responsibility before you report it to us	Your responsibility after you report it to us
You've acted in a way we believe was fraudulent or negligent	You're responsible for all losses and costs	You're responsible for all losses and costs
We believe you contributed to the unauthorised use of your ANZ Credit Card	The lower of: <ul style="list-style-type: none"> <li>the loss existing when you told us</li> <li>the maximum amount you were entitled to withdraw from your card account between the time your ANZ Credit Card was lost or stolen and the time you reported it to us.</li> </ul>	No responsibility
You weren't fraudulent or negligent and didn't contribute to the unauthorised use of your ANZ Credit Card	No responsibility	No responsibility

## ANZ Credit Card **Conditions of Use**

You'll have contributed to the unauthorised use of your ANZ Credit Card if you did any of the following:

- You selected a PIN that is unsuitable.
- You didn't reasonably safeguard your ANZ Credit Card or your Device if you have a mobile wallet. See our ANZ Electronic Banking Conditions of Use and the ANZ with Apple Pay Terms and Conditions or the ANZ Google Pay Terms and Conditions (as applicable) for information about steps you must take to protect your Device, available at [anz.co.nz](http://anz.co.nz) or from any branch.
- You kept your PIN written down.
- You gave someone else your ANZ Credit Card or told them your PIN.
- You didn't keep your PIN confidential or take all reasonable care to stop your PIN being disclosed to someone.
- You didn't keep your 3D Secure one-time passcode secure or disclosed it to someone;
- You confirm to ANZ that a transaction was authorised including in response to any prompt or notification from ANZ;
- You unreasonably delayed letting us know you lost your ANZ Credit Card, someone stole it, or your PIN was disclosed.
- If you have a mobile wallet, you unreasonably delayed telling us that you lost your Device or that someone stole it, or that your PIN for ANZ goMoney or your wallet card, or your passcode was disclosed or may have been disclosed.
- You breached these conditions of use or, if you have a mobile wallet, the ANZ Electronic Banking Conditions of Use or, if you have Apple Pay, the ANZ with Apple Pay Terms and Conditions or, if you have Google Pay, the ANZ Google Pay Terms and Conditions (as applicable).

For example, you'll have contributed to the unauthorised use of your ANZ Credit Card if your PIN was a sequential number, like 3456. Or you based your PIN on information about you that's easy to find, like your birth date or phone number. Or, you didn't keep your ANZ Credit Card with you, or in a safe place.

If someone uses your mobile wallet or your wallet card to make a payment you haven't authorised, these terms and conditions will apply, not the ANZ Electronic Banking Conditions of Use.

You promise to reimburse us for any amount we pay to our customers or third parties as damages for loss they suffer from your misuse of your mobile wallet, or failure to stop unauthorised use of your mobile wallet.

You agree that the table under 'Your responsibility for unauthorised use of your ANZ Credit Card' applies whether or not you have loaded a temporary block on your ANZ Credit Card.

### **Our responsibility for unauthorised use of your ANZ Credit Card**

We'll refund the amount of any unauthorised transactions on your ANZ Credit Card where any of the following happen:

- Someone forged your ANZ Credit Card.
- We mistakenly issued your ANZ Credit Card to someone else or someone used it before you received it.
- Our employees or agents acted fraudulently or negligently.
- There are faults with EFTPOS machines, the EFTPOS system, or your ANZ Credit Card, unless those faults are obvious or we made information about those faults public.
- You clearly didn't contribute to the unauthorised transaction.

To avoid any doubt, in the situations above, we're only responsible for your direct losses, not any indirect losses you may have suffered as a result of any unauthorised transactions on your ANZ Credit Card.

We won't refund any transaction where you, or any joint cardholder or additional cardholder, acted in a way that was fraudulent or negligent. We also won't refund any transaction where you, any joint cardholder or additional cardholder, contributed to the unauthorised use of your ANZ Credit Card. See the section 'Your responsibility for unauthorised use of your ANZ Credit Card'.

## ANZ Credit Card **Conditions of Use**

We're also not responsible for situations outside of our control.

For example, we're not responsible if you can't use your ANZ Credit Card because the electricity, internet connection, or phone networks are down. We're also not responsible for loss caused by third party products or services, including a malfunction of any equipment, that supports a mobile wallet or temporary block.

To the extent permitted by law, we won't be responsible for any direct or indirect loss or damage:

- to your Device from using or trying to use your mobile wallet
- if you can't access or use your mobile wallet
- arising from the goods or services you have purchased using your mobile wallet
- if any transaction fails or is declined when you use your mobile wallet
- if a transaction is charged to your ANZ Credit Card, when you have activated temporary block (including any transaction charged to your wallet card in Apple Pay or Google Pay) if this is caused by a failure of third party services we rely on to provide temporary block.

## How we'll contact you about your card agreement

We may need to give you information about your card agreement, or changes to these conditions of use, including under laws that apply.

Other than where specific laws set out how we must contact you, you agree we can choose how we give you that information. We can choose to:

- give you a letter or notice
- write to you, call you, or send you an email, using the contact details you've given us
- include the information on a website you can access, like ANZ Internet Banking
- publish a public notice or display the information in our branches or on our website if we need to give some borrowers the same information.

Where specific laws require us to give you information in writing, like statements or information about changes to these conditions of use, you agree we can give you that information electronically. You agree we can give you the information by sending you an email, using an address you've given us, or including the information on a website you can access, like ANZ Internet Banking.

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

You're considered to have received letters or notices from us on the day we gave it to you, posted it to you, sent you an email, or made it available for you to access on a website, like ANZ Internet Banking. But if we're writing to you asking you to repay the outstanding balance, you're considered to have received the letter or notice we send you three business days after we send it.

For joint cardholders, we can give or send a letter or notice to you or to only one joint cardholder. If we do give or send a letter or notice to only one person, each person agrees they've received that letter or notice too.

Errors or omissions in any letter or notice we give or send you won't affect whether we can enforce them or these conditions of use unless those errors or omissions are material.

### Talk to us if you have any problems with your ANZ Credit Card

For any problems with your ANZ Credit Card, talk to our staff at any branch, phone cards 0800 658 044, or contact us using the form on our website, anz.co.nz. You can also write to us at ANZ Credit Cards, Private Bag 39802, Wellington Mail Centre, Wellington. We'll try to resolve your concerns within 5 working days from receiving notification from you.

If you don't think we've resolved your concerns, you can get free independent help from the Banking Ombudsman Scheme. You can write to the Banking Ombudsman Scheme at Freepost 218002, PO BOX 25327, Featherston Street, Wellington 6146, phone 0800 805 950, or find information on their website, bankomb.org.nz. ANZ Bank New Zealand Limited is a registered financial service provider under the Financial Service Providers (Registration and Dispute Resolution) Act 2008 and our registration number is 36405.

### You can cancel your card agreement for a short time after getting your ANZ Credit Card

The Credit Contracts and Consumer Finance Act 2003 sets out some rules to protect consumers when they borrow money under a 'consumer credit contract'. That Act sets out when a particular loan or facility will be a 'consumer credit contract'.

If your card agreement is a consumer credit contract, then you have the right under that Act to cancel your card agreement and these conditions of use for a short time after you get your card agreement.

If you want to cancel your card agreement under the Act for any reason, you must write to us and tell us within 10 working days of getting your ANZ Credit Card you're cancelling your ANZ Credit Card. You can write to any ANZ branch or use the address set out on the front page of these conditions of use.

We will tell you as soon as we can how much you owe us. Once we do, you must:

- immediately repay us any outstanding balance
- pay us any interest owing on the outstanding balance up to the day you repay in full.

We'll refund you fees you've paid, like an annual or half-yearly fee, unless we've already incurred those costs in setting up your card agreement for you.

However, even though the right to cancel your card agreement under the Credit Contracts and Consumer Finance Act only applies for a short time, you can cancel your card agreement at any time and for any reason. See 'You can repay your outstanding balance or cancel your ANZ Credit Card at any time' for more information. If you cancel your card agreement after the 10 working days set out above, we won't refund you any fees we've charged you.

### If you're experiencing hardship – let us know immediately

Hardship includes where you can't meet your responsibilities under these conditions of use because you're sick or injured, you've lost your job, you've ended a relationship, or another reasonable cause.

We understand that things can happen unexpectedly that can make it hard for you to meet all of your financial obligations, including obligations you have to us under these conditions of use. If you're experiencing hardship, let us know immediately, as we may be able to change the terms of your card agreement to help:

- You can write to us at any ANZ branch or using the address on your card summary, call us on 0800 658 044, or visit any ANZ branch.
- You'll need to tell us the cause of the hardship and why you can't meet your responsibilities.
- You'll need to tell us what changes you think will help you manage your obligations to us under these conditions of use.

We may only be able to change your card agreement if we believe the changes you want are fair and reasonable given the hardship you're experiencing. But we may be able to give you support and information to help you get back on track.

## ANZ Credit Card [Conditions of Use](#)

It's important to contact us early if you're experiencing or expect to experience hardship. We may have some extra requirements you'll need to meet if:

- you've already missed your minimum payment due or are over your available credit limit
- we've already written to you asking you to repay us money you owe us
- you've suffered hardship in the recent past.

## Contact us if you have a problem with any transactions on your card account

Check your statements as soon as you receive them to make sure the transactions on them are correct. If you have ANZ Internet Banking and have asked us not to send you statements or we make information available for you to access online instead, you must regularly check your card account information online. We recommend you do this at least monthly. We have no obligation to tell you when electronic statements or information about your card account is available for you to view online.

If you believe there are errors or transactions you haven't authorised, or you believe you've lost funds because an ATM or contactless terminal wasn't working properly, let us know immediately. You'll need to write to us by the due date of the statement that includes that transaction. This time limit is set by Visa.

You'll need to give us information about the transaction so we can look into it for you.

For example, we'll need you to give us the following information:

- your name and card number
- what happened and when
- the amount of the transaction or how much you lost
- the merchant's name or the ATM's location.

We'll respond to you as soon as possible, usually within 21 days. If there are any delays, we'll let you know and explain why.

If we've made a mistake, we'll try to correct it.

For example, if we're satisfied the ATM wasn't working properly or we made an error when processing the transaction, or the transaction was unauthorised, we'll refund the amount of the transaction or your direct loss, as appropriate.

We'll process any refunds to your card account.

If we decide that the transaction is correct, we'll write to you and explain why.

If you wait longer than the due date after we've sent you the statement, or made the information available to view in ANZ Internet Banking, we're not obliged to help you and the following will apply:

- You accept the account balance and that the transactions shown on your statement or ANZ Internet Banking are authorised and correct.
- You agree you can't bring a claim against us for any losses or costs you or anyone else incur if the outstanding balance or transactions are not authorised or correct.

The restriction on bringing a claim against us is only to the extent permitted by law, and doesn't apply if we've acted negligently or dishonestly.

You can also still contact us after the due date to tell us if 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.



### **You'll need to resolve problems with goods or services directly with the merchant**

If you have a complaint about a merchant or about goods or services you've bought using your ANZ Credit Card, you must contact the merchant involved and resolve the problem with them directly.

In very limited situations, if you've not received the goods or services you paid for using your ANZ Credit Card or card number, and you can't resolve the problem with the merchant, we may be able to charge the transaction back to the merchant and give you a refund.

We won't be able to charge the transaction back to the merchant if you make the transaction by accessing your everyday or savings account with your ANZ Credit Card. This can occur, for example, if you use your ANZ Credit Card to make a transaction at an EFTPOS terminal in New Zealand and you select the "Cheque" or "Savings" account option.

In most cases you'll need to contact us within 60 days of the date the disputed transaction is processed to your account. You'll need to write to us and give us information about the transaction, including the name of the merchant and when you did the transaction, so we can look into it for you. We'll respond to you as soon as possible. If there are any delays, we'll let you know and explain why. Any refunds will be made to your card account. If we decide that the transaction is correct, we'll write to you and explain why.

### **We can change the terms and conditions of your card agreement**

We can change any terms and conditions in your card agreement, including any term in your card summary or these conditions of use. We can:

- change the frequency, amount, or date of interest charges
- increase, decrease, or remove interest rate discounts
- change the interest rate, the name of any interest rate, and how we calculate or charge it
- change, add, or remove any fees you have to pay under your card agreement or change how we calculate any fee
- decrease or remove your credit limit – see 'We can ask you to repay your outstanding balance in full and we can cancel your ANZ Credit Card at any time'

For example, we can move your interest rates up or down, generally depending on what is happening in the market, both here in New Zealand and overseas. If your interest rate goes up, your interest charges will go up.

When deciding whether to change any terms and conditions, we'll act fairly and reasonably. Where we need to, we'll comply with the Code of Banking Practice and relevant legislation, for example the Credit Contracts and Consumer Finance Act 2003.

### **You can also ask us to make changes to your card agreement**

If we agree, you can ask us to:

- change the type of ANZ Credit Card you have
- increase or decrease your credit limit
- add an additional cardholder.

We may only agree to some changes if you meet our lending criteria – we'll let you know if this is the case.

For example, our lending criteria will apply if you ask us to increase your credit limit.

We may also charge a fee for changes you ask us to make – see 'We can charge you fees'.

For example, we may charge you an Additional Card fee if you ask us to add an additional cardholder to your card account.

### If you change the type of ANZ Credit Card you have, new conditions of use may apply

If you ask us to change the type of ANZ Credit Card you have with us, then either of the following will apply:

- We can choose to amend your card agreement, so that it applies to the new type of ANZ Credit Card you have. These conditions of use will continue to apply to your new ANZ Credit Card, but new fees, interest rates, and some clauses that were not previously relevant to the type of ANZ Credit Card you had will apply.
- We can choose to send you a new card agreement, including a new card summary and new conditions of use. We'll send or give you a copy of these, and you should read them carefully before you use your new ANZ Credit Card. If you use your new ANZ Credit Card or new card account, you will be deemed to have agreed to and be bound by those new conditions of use.

For example, you ask to change from an ANZ Low Rate Visa to an ANZ CashBack Visa Platinum card. We choose to amend your existing card agreement. We'll send you a new card summary with your new ANZ CashBack Visa Platinum card. And your fees will change, for example, you'll move from no Annual fee to an Annual fee.

### We'll contact you if we make any changes

We'll let you know in writing what has changed and when it takes effect — see the section 'How we'll contact you about your card agreement'.

Except for changes to our interest rates, we'll give you at least 14 days' notice before we make any changes to these conditions of use. If we change an interest rate or fee, we can choose to publish a public notice instead or include information on our website.

## Our right to transfer your card agreement

We can assign or transfer any of our rights and obligations under your card agreement to anyone we choose and you agree not to object if we do this. If we choose to assign or transfer any of our rights and obligations under your card agreement:

- you agree we don't have to tell you if we assign or transfer any of our rights and obligations under your card agreement, unless we have to under any laws
- the person we've assigned or transferred your card agreement to can use our rights under your card agreement
- you agree we can share information we have about you, your card agreement, and your other agreements with us to allow the assignment or transfer to happen.

### You can't transfer your card agreement

You must not transfer or assign any of your rights or obligations under your card agreement, unless we've agreed first in writing. In giving you your ANZ Credit Card and card account, we're relying on you, personally, being responsible for all repayments and any obligations in your card agreement.

## We can collect and use information about you

It's important we keep our information about you up-to-date. To do that, we need your help. Please tell us as soon as possible if any of your contact details or other information you've given us changes. You agree that we can collect, use, disclose and store 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](http://anz.co.nz/privacy). If you prefer a print version it is available to download as a PDF or from any branch.

### 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 and your ANZ Credit Card secure.

### **What we can use information about you for**

You agree we can use information about you to do certain things:

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

We can also give you information about other accounts, products, or services we offer or other reputable companies or organisations offer. This includes communicating with you about this through online advertising, such as on ANZ's website, third party websites and applications including social media. We'll only give you information about accounts, products, or services other companies or organisations offer if they have a continuing relationship with us. If you don't want to get information about products or services we or other reputable companies or organisations offer, just call us on 0800 269 296 or tell us at any branch.

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

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

- You, your parents or guardians if you're under 18 years old, and any additional cardholders or joint cardholders.
- Anyone in the ANZ Group, or any of our agents or contractors including information you or your agents or contractors have entered on our website or any website the ANZ Group hosts or administers.
- Anyone who guarantees any money you owe us.
- Anyone who helps us carry out any of the uses above, like mail houses, market research companies, or data analysis companies.
- Any reputable companies or organisations we have a continuing relationship with.
- Anyone who offers loyalty programmes or other services connected with any of the accounts, products, or services we offer.
- Other banks or financial institutions, as part of our obligations when paying or receiving money on your behalf.
- Any other person or organisation as allowed by the Privacy Act 2020.
- Anyone who assists us to identify, prevent or investigate fraud, unlawful activity, misconduct or threats to our systems.

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

## ANZ Credit Card **Conditions of Use**

When we talk about the ANZ Group, we mean ANZ Bank New Zealand Limited, and any companies owned by, or related to us, including Australia and New Zealand Banking Group Limited. Depending on the circumstances, if we've given information about you to someone else for any of the reasons above, we'll require them to keep the information confidential and secure. We'll tell them that they aren't allowed to sell the information, and must only use it for the purpose we've given it to them for.

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

For details of data collection and privacy using a mobile wallet, see:

- the ANZ Electronic Banking Conditions if you use ANZ goMoney
- the ANZ with Apple Pay Terms and Conditions, if you use Apple Pay
- the ANZ Google Pay Terms and Conditions, if you use Google Pay.

These documents are available at [anz.co.nz](http://anz.co.nz) or from any branch.

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

You also agree that we can get information about you from, or give your information to, credit reporters and debt recovery agencies. We do this to help us carry out any of the uses under 'What we can use information about you for' above. This could include both good and bad information about your credit history, and notifications that other people have enquired with the credit reporter about you.

Credit reporters collect information about your credit history to help people and companies make a decision whether to provide you with goods or services. Debt recovery agencies help people and companies recover money other people owe them when they've failed to pay. We are required to provide credit reporters with good and bad information about your credit history. Credit reports are an important part of determining your suitability as a borrower. They help confirm your identity, verify your current credit obligations, and are used to calculate the likelihood of you meeting your repayments.

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

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

We must comply with laws in New Zealand and overseas.

You agree we can give information about you to the ANZ group, Police, other financial institutions or government agencies in New Zealand or overseas:

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

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

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

### **You can access or correct your personal information**

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

### **We record your calls with us**

We can monitor or record your phone calls with us. 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’.

If you agree, we can use Voice ID to identify you on your calls with us. 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 us. 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 ANZ Credit Cards and your card accounts following successful identification using Voice ID under these conditions of use.

### **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, any additional cardholders and joint cardholders when you get an ANZ Credit Card. We can also ask you, any additional cardholders, and joint cardholders, to reconfirm your identity or tax residency– to help us keep information about you up-to-date. Tax laws also mean we need to collect a declaration and information about you and your tax residency status before we can give you an ANZ Credit Card.

- 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 the more common forms of identification, like a passport.
- We'll also 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 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 your ANZ Credit Card for, or where any money you use to pay your card account will come from. You agree to give us this information if we ask for it.

## Some general matters applying to these conditions of use

### **Other terms and conditions can apply when you use your ANZ Credit Card**

If you use your ANZ Credit Card at an ATM or on an EFTPOS machine belonging to another bank or financial institution, including overseas, that bank or financial institution may have its own rules and conditions that you need to comply with. If there is any conflict between the rules and conditions of that other bank or financial institution and these conditions of use, you must comply with these conditions of use. We can also decide which term applies if your card agreement is inconsistent with other agreements you have with us.

### **We don't have to use our rights under these conditions of use immediately**

We don't have to take any action or use any rights under these conditions of use. If we choose not to take any action under your conditions of use, we can still use our rights later. We can also choose to use our rights in different ways at different times.

We'll only be prevented from using our rights or changing your conditions of use if we've agreed to it in writing.

### **If your card agreement becomes unlawful, you may need to repay your outstanding balance**

It's unlikely, but if your card agreement becomes unlawful, we can ask you to repay your outstanding balance. We can also ask you to pay any interest we charge on your card account, and other amounts we charge you or you owe us, like fees. If this happens, we'll write to you explaining what has happened and when you must repay your outstanding balance and other amounts.

## ANZ Credit Card **Conditions of Use**

If a term in your card agreement isn't allowed under law or doesn't meet any compulsory responsibilities we have at law, you agree that we can change that term. Or, we can use any rights we have under your card agreement as if that term was excluded. We'll only change or exclude that term to the extent we need to comply with the law. We'll let you know if we need to change or exclude any term for this reason.

### **Some guarantees apply if you're a consumer**

Certain guarantees are given under the Consumer Guarantees Act 1993 – usually to consumers. If these guarantees apply to you, we have to comply with the rules under the Consumer Guarantees Act 1993.

To the extent the law allows it, you agree no other warranties or guarantees imposed on us by custom or law will apply to us.

### **We refer to New Zealand law in these conditions of use**

New Zealand law applies to these conditions of use and all references are to New Zealand laws – this includes New Zealand legislation. The references include any replacements or amendments to those laws. New Zealand dates, times, and currency also apply to your conditions of use.