

# Foreign Currency Account & Foreign Currency Term Deposit Terms and Conditions

Effective 4 February 2019

## What you need to know about these terms and conditions

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

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

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

Information about our interest rates and fees are available in our Fees & Charges booklet. We recommend you check the Fees & Charges booklet to see what is free, and what we can charge you for, before you start using any account, product, or service.

As part of our commitment to you, this document meets the WriteMark Plain Language Standard.



### How to contact us

You can contact us at [anz.co.nz](http://anz.co.nz) or at any branch.

For other enquiries call 0800 269 296.

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## You may face exchange rate risk

- Transactions with foreign currencies can be expensive, complicated and expose you to risk. The risk depends on the type of transaction
- The rates of exchange for different currencies can change significantly and very quickly
- You will be repaid funds from your account in the currency of that account. This means that the New Zealand dollar value of your account will change if the value of the New Zealand dollar changes compared to that foreign currency before we pay you the funds.

# Foreign Currency Account & Foreign Currency Term Deposit Terms and Conditions

## A glossary of the terms we use

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

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

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

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

**Dishonour** A dishonour includes when either of the following happen:

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

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

**Our website** Our website is [anz.co.nz](http://anz.co.nz).

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

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

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

**Term deposit means foreign currency term deposit.**

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

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

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

If more than one person:

- 'You' means each person individually, and any two or more of those people

- Each person must comply with these terms and conditions
- Each person must pay any amounts we're owed, by themselves or with the others who are responsible for those amounts.

## How to open an account (including a term deposit account)

To open a foreign currency account you'll need to deposit with us the amount you choose. We accept deposits of foreign cheques, telegraphic transfers, foreign cash and travellers cheques. We may accept other kinds of deposits – contact any branch or phone us on 0800 269 296 to ask.

To open a term deposit you'll need to deposit with us the amount you choose into a foreign currency account.

We may require you to deposit a minimum amount of money as a condition to opening an account or term deposit.

You can open a foreign currency account using ANZ Internet Banking, through any branch, or by phoning 0800 269 296. You can get current details on our website, [anz.co.nz](http://anz.co.nz), through any branch, or by phoning 0800 269 296.

Foreign currency accounts (including term deposits) are located in New Zealand and held by us.

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

**Other terms and conditions can apply to your accounts, products, or services**

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

- Certain customers or specific accounts, products, or services, can have different or extra terms and conditions. If special terms apply to you or your accounts, products, or services, and they are inconsistent with a term in this booklet, then the special term will apply. For example, if you send an international money transfer, our International Money Transfer Terms and Conditions will apply. If you draw a foreign cheque, our Foreign Cheque Terms and Conditions will apply. If you're using Internet Banking, Mobile Phone Banking or Phone Banking, our Electronic Banking conditions of use also apply. If one of the terms in our international money transfer, foreign cheque conditions or Electronic Banking conditions of use isn't consistent with a term in this booklet, then the term in the other booklet will apply instead
- Some compulsory laws also apply to your accounts, products, or services. We'll comply with any obligations we have under those laws.

There are some other terms and conditions you may need to be aware of:

- For example, separate terms and conditions apply if using Internet Banking, Mobile Phone Banking or Phone Banking. These terms and conditions are called our 'Electronic Banking conditions of use'.

## Foreign Currency Account & Foreign Currency Term Deposit Terms and Conditions

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

Phone Banking is our service that lets you use a telephone or a mobile device, like a mobile phone, to do things like check your account balances and make electronic payments.

Mobile Phone Banking is our service which lets you use a mobile device for services including the following:

- ANZ goMoney – our mobile phone banking application that lets you connect to us through an internet connection to make certain electronic transactions and enquiries, such as funds transfers, payments, and account balances
- M-Banking – our mobile phone banking service that lets you connect to us through an internet connection to make certain electronic transactions and enquiries, such as funds transfers, bill payments and account balances.

### We can change these terms and conditions

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

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

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

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

### New Zealand law applies to these terms and conditions

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

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

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

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

- When you use any accounts, products, or services we provide you, you agree you'll comply with any laws in any other country, if those apply to you. You also agree to comply with any laws in any other country applying to us because of who you are or the types of accounts, products, or services you're using. This includes laws prohibiting money laundering or financing of terrorism, or prohibiting dealing with certain countries, people, or types of businesses.

### You cannot transfer any rights or obligations to an account or term deposit without our agreement

You may want to transfer your rights or obligations to an account or term deposit to someone else. If so, you will have to get our agreement first.

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

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

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

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

### Our Reserve Bank Disclosure Statement has more information about our business

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

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

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

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

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

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

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

## Foreign Currency Account & Foreign Currency Term Deposit Terms and Conditions

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

### The Banking Ombudsman may also be able to help you

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

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

### How we collect and use information about you

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

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

### What we can use information about you for

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

- To assess whether we'll give you a particular account, product, or service
- To provide you with, or manage any of, our accounts, products, or services
- Unless you tell us otherwise or opt out, to give you information about other accounts, products, or services we offer
- Unless you tell us otherwise or opt out, to give you information about products or services that other reputable companies or organisations offer, if we have a continuing relationship with them
- To help us work with other reputable companies or organisations in New Zealand or overseas that offer loyalty programmes or other services connected with any of the accounts, products, or services we offer
- For data analysis to understand, tailor and improve your experience with ANZ's websites (including internet banking services, ANZ goMoney and social media sites) and to identify products and services you may be interested in getting or finding out about
- To do market research. We can also compare information we have about you with publicly available information about you or information held by other reputable companies or organisations we have a continuing relationship with, for any of the reasons above
- To comply with any laws in New Zealand or overseas applying to us or the accounts, products, or services we provide you.

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

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

- You, any authorised signatories or your agents
- Your parents or guardians, if you're under 18 years old
- Credit reporters. This includes both good and bad information about your credit history, and notifications that other people have enquired with the credit reporter about you
- Debt recovery agencies
- Anyone in the ANZ Group
- Anyone who guarantees any money you owe us
- Anyone who helps us carry out any of the uses above, like mail houses, market research companies or data analysis companies
- Any reputable companies or organisations we have a continuing relationship with
- Anyone who offers loyalty programmes or other services connected with any of the accounts, products, or services we offer
- Other banks or financial institutions, as part of our obligations when paying or receiving money on your behalf.

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

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

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

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

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

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

# Foreign Currency Account & Foreign Currency Term Deposit Terms and Conditions

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

We must comply with laws in New Zealand and overseas. You agree we can give information about you to the ANZ Group, Police, 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 can give you information electronically**

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

## **How we can contact you**

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

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

## **We record your calls to our contact centre**

We can monitor or record your phone calls. We do this mainly to try and improve our service.

## **We need to identify you before you can use any accounts, products, or services**

Some laws, like those to identify and prevent money laundering, mean we need to identify you and any authorised signatories who can access or use your accounts, products, or services:

- We'll identify you and any authorised signatories when you receive new accounts, products, or services from us, or when you do certain things. We can also ask you or any authorised signatory to reconfirm your identity – to help us keep information about you up-to-date

- We'll tell you what identification we'll need. The identification may need your photo or signature on it – let us know if you don't have the more common forms of identification, like a passport
- If you're an organisation, like a company, a trust, or a partnership, we'll also need to identify anyone who owns you or has control over your organisation. For example we can ask to identify your directors, trustees, partners, shareholders, people who established any trust, or the beneficiaries of any trust. We can also ask you to update this information if those people change. We can also ask you to give us copies of the documents setting up your organisation, or setting out how your organisation operates. For example, we can ask you for your certificate of incorporation, your constitution, trust deed, or partnership deed
- If, to comply with any laws in New Zealand or overseas, we need to do so, we can also ask:
  - what you will use any new accounts, products, or services for
  - where any money deposited into your account will come from.

You agree to give us that information if we ask you for it.

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

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

We charge all transaction fees to your accounts on a per transaction basis.

We may quote a fee or charge in a currency that is different to the currency of your account. If so, we will still charge those fees to your account (or any other account you tell us). We will convert the currency of the fee or charge into the currency of your account. We will use our exchange rates that apply at the time.

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

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

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

# Foreign Currency Account & Foreign Currency Term Deposit Terms and Conditions

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

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

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

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

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

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

## What happens if we are insolvent?

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

## Our relationship with Australia and New Zealand Banking Group Limited

Cash deposits made 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 Institutions (ADI) in Australia. Australia and New Zealand Banking Group Limited is an ADI however ANZ Bank New Zealand Limited is not an ADI.

## How you use your accounts with us

### Your master account mandate sets out who can use your accounts

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

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

You're responsible for any transactions using your account we believe you or an authorised signatory have made. You're responsible for any transactions where the customer number we've given you to identify you and your accounts, or your password is used. You're also responsible for any transactions we believe are consistent with the access rights set out in your master account mandate.

Protecting your password is very important. For the steps you must take to protect your password, see the section 'How to help protect your passwords' below.

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

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

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

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

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

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

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

### The responsibility for how joint accounts are used

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

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

## Foreign Currency Account & Foreign Currency Term Deposit Terms and Conditions

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

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

If you tell us in writing you no longer want to be a joint account owner, we can stop or suspend use of the account or we can choose to remove you as a joint account owner. We'll let you know which option we've chosen, and we'll also let the other account owners know. If we choose to remove any other joint account owner you will still be responsible for all amounts we're owed for that account, including any amounts owed by the joint account owner we agreed to remove.

### How partnership accounts can be operated

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

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

### How trust accounts can be operated

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

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

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

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

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

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

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

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

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

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

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

- You agree we'll only transfer funds between your accounts. We won't agree to transfer funds to someone else
- You agree you can only enquire about accounts where you are an authorised signatory
- You agree we don't have to identify the person giving us the instruction
- You agree we can set a minimum amount for any payment instructions and can change the minimum amount without telling you first
- 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.

### How to help protect your passwords

You'll need a password to use your accounts using services like Internet Banking and Mobile Phone Banking.

You must do everything you can to protect your password:

- Choose a password that's hard for others to work out. Don't choose sequential numbers, like 1111 or 3456. Don't base it on information about you that's easy to find, like your birth date or your telephone number
- Memorise your password – don't write your password down
- Always keep your password confidential. Don't tell others your password, including your family or anyone who appears to be in authority, including people who claim to be our staff, or the Police
- Take all reasonable care when using your password so no one else sees it. For example, take care no one sees you enter your password when using a computer or Phone
- Choose different PINs and passwords for different services with us and for services with other companies
- Change your password regularly
- Lock your mobile phone or other mobile device when you're not using it and don't leave it unattended.

More information about how to protect your accounts when you're using Internet Banking is set out in our Electronic Banking conditions of use, which you can get on our website.

# Foreign Currency Account & Foreign Currency Term Deposit Terms and Conditions

## How to help stop unauthorised use of your accounts

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

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

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

### When we'll provide you with a statement

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

We'll provide you with an account statement at least every six months.

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

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

### Please check your statements and account information

Statements are sent to you in paper form and account information is available through our online channels. Check your statements for your accounts as soon as you receive them to make sure the transactions on them are correct.

You must regularly check your account information online or paper statements. We recommend you do this at least monthly.

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

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

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

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

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

If we make a mistake when we deposit money into your account, we can take that money back out of your account. For example, if we deposit the money twice by mistake, we can take out one of those deposits. Or, if we accidentally deposit the incorrect amount or any money in your account instead of someone else's account because we've used the wrong account number, we can take that money out of your account.

Don't spend money you know, or suspect, isn't yours. This may be serious and could be theft or fraud.

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

We will pay you interest on money you have in certain types of accounts with us. Please contact your local branch to find out whether we'll pay interest on a particular account.

Unless we agree otherwise, we'll:

- Calculate interest daily at the interest rate we decide applies to you or the rate we've agreed with you
- Add it to your account monthly on the first business day of the next month.

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

We can change the interest rate we'll pay on your accounts. As the accounts are in a foreign currency, the interest rates we pay are in that currency and we can change those rates at any time (even daily). Interest rate changes or other changes are subject to market fluctuations. We cannot promise to tell you of a change before we make it. Please see our website for further information.

We can also set how much money you must have in your account before we will pay any interest. We can also apply different interest rates depending on how much money you have in your account. We can also decide on other criteria you need to meet to earn an interest rate, like depositing a minimum amount. We only pay interest on funds available for withdrawal.

## When you must pay us any money you owe us

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

You must always make sure you have enough money in your account to cover any withdrawals or payments you make from your account. You must not make payments, or withdraw funds if you don't have enough money in your account. If you don't have enough money in your account, we can dishonour any payments you try to make. If you try to make a number of transactions, we can dishonour them in any order we choose.



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We can choose to pay any cheques or not dishonour any payments, even if you don't have enough money in your account. If we choose not to dishonour any payments, we're lending you the money you don't have and you must repay it when we ask you to. We can also charge you interest whenever we do this.

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

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

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

### How we process deposits into your accounts

#### Funds available for withdrawal

Any money, other than cash in the form of notes or coins, deposited into your account is uncleared funds. Cash is available for withdrawal on the day we receive that cash in a form we accept.

There are some things that affect when a deposit will become cleared funds:

- The type of deposit it is will affect when it becomes cleared funds. For example, cheques take a different amount of time to become available than an electronic payment. This means funds are not likely to be available and cleared immediately. For foreign cheques and drafts, the period before the funds are available will depend on the currency of the funds
- Foreign cheques and drafts are subject to the laws of the country of the branch that made the cheque or draft available
- When the deposit was made will affect when it becomes cleared funds. For example, if the money was deposited after normal banking hours and we processed it the next business day
- Funds deposited electronically from a foreign bank have different timing to become cleared funds. That timing is the later of when we receive satisfactory confirmation from that bank that they were sent or the date of receipt. The date must also be a business day for the foreign bank and us.

If you or someone else deposits money at another bank, intended for an account you have with us, there could be a delay in processing the deposit. There could also be a delay in the money becoming available for withdrawal. We, or the other bank, could also charge you a fee for this service. If a foreign bank charges a fee or cost for the service, we can take that money out of your account.

#### When we can take money out of your account

We can choose to let you use money deposited into your account that is uncleared funds. If we choose to do this once or twice, it doesn't mean we're agreeing to do it every time. A deposit may be dishonoured or a foreign cheque or bank draft lost. If that happens for any reason, we'll take that deposit back out of your account.

For foreign cheques or drafts, the time frames for dishonour depend on the relevant foreign law. Sometimes a deposit could be dishonoured many months after you deposit the cheque or draft. We may re-present a foreign currency cheque or draft that is unpaid. We are not obliged to do this. Even if we do so, we can still take the deposit back out of your account.

If your account becomes overdrawn because a deposit is dishonoured, you must repay us this money when we ask you. We can also charge you interest whenever we do this. You authorise us to take that interest from your account (or any other account you hold with us).

If a cheque or draft deposited into your account is dishonoured, we'll give you an image of it. If you ask us, we'll also let you know the steps to follow to re-present it. If the cheque or draft can't be re-presented for any reason, you'll then need to contact the person who wrote out it to arrange for payment.

#### When we can use a different currency

We can take a deposit out of your account in a different currency. If so, the amount taken can change because of exchange rate fluctuations. We'll convert any deposit into the same currency as the receiving account. We'll use our exchange rate on the date of the transaction.

We may process a dishonour or return of funds in a different currency to your account currency. If so, we'll convert that amount. We'll use our exchange rate on the date of the transaction.

#### We don't have to hold your deposits for a particular purpose

We don't have to hold or apply your deposits for a particular purpose.

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

We're not responsible to you or anyone else if we lose or destroy any cheques, drafts or other documents when we send them somewhere else to be processed, unless we're negligent. However, we'll take reasonable steps to help you get a replacement. We're also not responsible for delays in processing any cheques or other deposits, to your account.

### How to make electronic payments

Electronic payments are a range of payments you make electronically, or we make on your behalf:

- Online Payments are one-off electronic payments you're making for a set amount to a particular person or organisation in another country using internet banking – these are international money transfers
- Electronic transfers of money between your accounts.

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## What happens when you create or authorise an electronic payment

When you create or authorise an electronic payment, you agree to let us take an amount from your account and pay it to someone else or yourself on the payment date you've selected or allowed. You also agree to let us take any fees we charge for making that payment from your account. See the ANZ Fees and Charges brochure for information about our fees.

You agree we can set a minimum amount for any payment instructions and can change the minimum amount without telling you first. Contact us if you would like to discuss changing these limits.

We can put limits on the number or amount of electronic payments you can make from your accounts or a particular account. If you want to change those transaction limits or access for any electronic payment type, please contact us on 0800 269 296, or ask at any branch. You need to know we don't check every electronic payment before it is made. The systems used are generally automated. We don't check if the information you've given us is correct. You should check this carefully yourself to make sure it is correct.

## We can refuse to make an electronic payment in some situations

We can refuse to make an electronic payment if any of the following occurs:

- You don't have enough money in the account you're paying from to make the payment, or that money is uncleared funds
- The payment amount is over any transaction limit for that account
- A technical failure stops us processing the payment – this could be in our systems or in the systems used by the banking industry
- The information you've given us isn't complete or correct
- We believe the payment involves some form of fraud, money laundering, or other criminal conduct by you, an authorised signatory, or someone else
- We've received a Court order which stops us processing the payment.

## How and when we'll process your electronic payment

We can choose the order we'll make electronic payments (except for Online Payments) and other withdrawals you make from your account.

We aim to process all other electronic payments by the cut off time for that currency on each business day. If instructions are received after that cut off time, we aim to process the payment on the next business day.

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

If we make a mistake when processing your electronic payment, we'll try to put it right. We'll also refund you any fees you've paid for the electronic payment. See 'When we will reimburse you' in our Electronic Banking Conditions of Use for details of when we will reimburse you.

However, we won't generally be responsible for any losses or costs you or anyone else incur if any of the following happen:

- We make an electronic payment using information you've given us that's wrong

- We refuse or fail to make, or delay, an electronic payment for any reason
- We process your electronic payment incorrectly, for any reason
- We can't use the service that makes the electronic payments, for any reason.

See our Electronic Banking Conditions of Use for more information.

We can also choose to cancel your electronic payment or reduce the amount paid without telling you beforehand. For example, we can cancel your payment or reduce the amount paid:

- If we are required to do so by law
- If we need to manage payments for your account in cases of dishonours or system malfunctions and technical failures
- Where payment has been made to or from a party we prohibit payments to or from (we call these parties 'sanctioned parties')
- Where we consider that such a payment could be fraudulent.

If we don't process your electronic payment, for any reason, you'll have to arrange to pay that money another way.

You can only stop, cancel, or change an electronic payment before we've processed it.

If you make an electronic payment by mistake, the owner of the account it has been paid to will need to agree to return the money to you. We'll try to help you recover the payment.

## What terms apply to ANZ foreign currency term deposits

### These terms apply to ANZ foreign currency term deposits.

With our foreign currency term deposit you:

- invest money with us for a set period of time, called the 'term'
- earn interest on your money at an agreed rate over the term
- invest money in the foreign currency or currencies we agree to.

### You may face exchange rate risk on your term deposit

- If we convert your term deposit to another currency during the term for any reason, you will face exchange rate risk. For example, we may receive a demand from the Inland Revenue to pay tax you owe. If we take that money out of your account, we will convert the money to New Zealand dollars. We will apply our exchange rate applying on the date of the transaction. We are not responsible for any loss you may suffer as a result.
- At the end of the term of your term deposit, you may convert the currency of the amount that was invested. This involves exchange rate risk. If you exchanged the currencies on the day you invested in the term deposit, you would receive one amount. The amount you get from exchanging those currencies at the end of the term deposit could be different. This difference could mean that you are either worse or better off. This is because you kept the term deposit in your chosen currency throughout the term.

## Foreign Currency Account & Foreign Currency Term Deposit Terms and Conditions

### **You have a cooling-off period when you open or reinvest a term deposit**

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

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

If you change the term, or the amount of money you've invested, you'll still need to meet any minimum or maximum deposit amounts we've set.

### **What happens if you want to make an early withdrawal from your term deposit**

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

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

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

You can give us 31 days' notice by:

- sending us an email using ANZ Internet Banking
- informing us at any branch
- phoning us on 0800 269 296.

If we agree to let you withdraw money early, we'll pay your funds to you on the 32nd day after your early withdrawal request (or on the next business day if that day is not a business day). If the maturity date occurs during your notice period, we'll pay your funds on the maturity date.

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

Hardship means that we are satisfied you can't meet essential living or business costs due to an unforeseen event such as illness, injury, loss or reduction of income, or a relationship ending. It doesn't include inability to meet non-essential costs such as (for personal customers) Sky TV subscriptions or overseas holidays or (for business customers) client entertainment. To apply for an early withdrawal on the grounds of hardship, you'll need to show, and we'll need to be satisfied, that you're experiencing hardship.

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

- We'll only pay interest at the agreed rate on any amount left in your term deposit.
- We'll reduce the agreed interest rate we pay you by 3% per annum, to a minimum of 0% per annum, on the withdrawn amount, or if we close your term deposit. We'll only pay that interest for the period of time your money was invested, up to and including the day before the money was withdrawn or your term deposit was closed.

- We will pay the reduced interest at the frequency we agreed when your term deposit was opened. If you withdraw all the money from your term deposit early or if we close your term deposit, we'll pay the reduced interest then.
- If we've already paid you interest at the agreed interest rate and on the original amount you invested, we'll deduct any extra interest we've paid you. We will deduct this extra interest from the amount of your early withdrawal, or when we close your term deposit.
- We won't refund you any tax or government charges that we've already deducted from the extra interest amount. You may be able to claim these back from Inland Revenue.

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

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

### **We calculate and pay you interest on the money you have invested in your term deposit**

We'll calculate and pay you interest, less any taxes or other government charges, on the amount that you have invested in your term deposit at the interest rate and frequency we agreed to when it was opened. We'll calculate interest from the day we opened your term deposit, up to and including the day before the end of its term.

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

You can contact us to change the account we pay any interest to. You can also change the account we pay any amounts in your term deposit into at the end of its term. In either case, this must be a bank account with us in the same currency. We may ask you to sign a confirmation form before we make any changes.

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

If we're due to pay you interest on a non-business day, we'll process the payment overnight on the next business day. Likewise, if your term deposit is due to end on a non-business day, we'll process that payment overnight on the next business day. In both situations we'll only pay interest up to and including the day before the original payment date.

### **We'll automatically reinvest your term deposit when its term ends**

Unless you tell us otherwise, we'll automatically reinvest the proceeds of your term deposit when its term ends. This new term deposit will have a similar term, but we'll apply the interest rate we offer for that term at the time we reinvest it. If the term would end on a non-business day when we reinvest your term deposit, we'll extend this term out to the next business day instead. A cooling off period will apply if we reinvest your term deposit. See 'You have a cooling-off period when you open or reinvest a term deposit'. You may tell us not to reinvest the proceeds of your Term Deposit, at the end of your term deposit. If so, we will pay you the amount you originally invested and any interest you've earned on that amount that we haven't already paid you.

# Foreign Currency Account & Foreign Currency Term Deposit Terms and Conditions

## **We have some rights to take money out of your term deposit or close it**

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

If you use a cheque to deposit money into a term deposit, it is possible that cheque may be dishonoured for some reason. If so, we'll take the value of that cheque out of your term deposit or any other accounts you have with us.

We won't change the interest rate or how we pay you interest without your agreement, unless you withdraw money early or ask us to change your term deposit during the cooling-off period or we close your account. However, we can close your term deposit at any time if the money you have invested in it drops below any minimum amount we've set. Please also see the section 'When we can stop or close your accounts' for more information on when we can close your account.

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

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

We also have rights to:

- close your term deposit
- refuse to let you access money invested in your term deposit or
- refuse to let you complete certain transactions

as set out in the section 'When we can stop or close your accounts'.

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

## **When we can stop or close your accounts**

### **We can refuse to let you use your accounts**

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

- We believe there's a dispute or an issue about who owns the money in your account, or how you use or access your account
- We believe it's necessary to protect an account owner or someone else who we believe has a legitimate claim to the money in your account
- We need to clarify or verify the authority you have, or any authorised signatory has, to use your account
- We haven't received a tax declaration or tax residency information required under tax laws about you or people who own or control your organisation, or we believe a declaration or information provided to us is incomplete or inaccurate
- You're bankrupt or in liquidation, or something similar happens to you

- We believe you don't have contractual capacity to use your account, for any reason. For example, due to illness you're no longer able to give us clear instructions about how you want to use your account, or you don't understand the nature and effect of the transaction you want to complete
- We're told you've died (or, if you're an organisation like a trust, partnership, or company) a trustee, partner, or director dies or is removed
- We've received a Court order which requires us to stop your account, or we're told by someone we believe is reliable that a Court order is about to be issued
- We believe or suspect you're using your accounts in a manner that is inappropriate, or unlawful.

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

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

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

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

- The transaction involves, directly or indirectly, certain countries, types of business, or people that New Zealand or overseas laws prevent you or us from dealing with
- The transaction involves, directly or indirectly, certain countries, types of business, or people we're not prepared to do business with, for any reason
- Delaying, or refusing, the transaction will help prevent fraud, money laundering, or other crimes happening in New Zealand or overseas
- We need to confirm whether New Zealand law or any overseas laws prohibits the transaction
- The transaction could give someone else a right of action against us for any losses or costs they incur
- You've deliberately set up your transaction to stop us from telling whether the transaction involves any of the above.

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

### **We can close your accounts**

We can close any of your accounts if certain things happen, for example:

- We believe you don't have enough money in your account to use it without it becoming overdrawn
- We believe any transactions, for example any withdrawals you or any authorised signatory have been making, are unusual or irregular
- We've asked you to immediately repay or we've enforced our rights under any loans or security agreements you've entered with us
- We believe or suspect you're using any accounts, products, or services in a manner we believe is unlawful or inappropriate

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- We haven't received a tax declaration or tax residency information required under tax laws about you or people who own or control your organisation, or we believe a declaration or information is incomplete or inaccurate
- We've refused to let you use your account for any of the reasons set out in the section 'We can refuse to let you use your account' above
- We've refused to let you do a transaction on your account for any of the reasons set out in the section 'We can refuse to let you do certain transactions on your account' above
- We believe, when you're using any accounts, products, or services, you're not complying with any New Zealand or overseas laws applying to you.

We'll usually let you know at least 14 days before we close your accounts. If we're able to, we'll tell you why. We may not always be able to tell you why, if, for example, we have to comply with laws in New Zealand or overseas.

We can close your accounts, without telling you before this happens, if any of the following apply:

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

If you have more than one account, and we believe or suspect you or an authorised signatory are using one of those accounts inappropriately or unlawfully, we can choose to:

- close all of your accounts
- combine your accounts
- transfer money between your accounts.

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

### **You can close your account at any time**

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

Call us on 0800 269 296 or visit any branch.

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

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

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

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

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