

## Your details

<name>

<address>

## Our details

ANZ Bank New Zealand Limited

Our registered office is Ground Floor, ANZ Centre, 23-29 Albert Street, Auckland, 1010.

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

Date of this agreement: <date>

## This agreement sets out the terms and conditions for your overdraft

We've outlined what your new ANZ overdraft will be. We've included your credit limit, interest rate and fees, and terms and conditions that will apply. When you use your overdraft, you're agreeing that you've read and understood this overdraft agreement and will comply with these terms and conditions.

## Your new overdraft on your ANZ transaction account

<b>Borrower</b>	<p>&lt;insert legal names of all borrowers, eg John Smith and Jane Smith&gt;</p> <p><b>In this agreement, 'you' means the person or people named above. If there's more than one person, 'you' means each person individually and any two or more of those people. Each person must comply with this agreement. 'We', 'our', or 'us' means ANZ Bank New Zealand Limited.</b></p>
<b>Account number</b>	<number>
<b>Start date</b>	From <DD Mon YYYY>
<b>Credit limit</b>	<p>&lt;\$&lt;amt&gt; Until &lt;Further notice&gt;&lt;DD Mon YYYY&gt;</p> <p>From \$0 to &lt;\$&lt;amt&gt; Until &lt;Further notice&gt;&lt;DD Mon YYYY&gt;</p> <p>Over &lt;\$&lt;amt&gt; to &lt;\$&lt;amt&gt; Until &lt;Further notice&gt;&lt;DD Mon YYYY&gt;</p> <p><b>It's important you know we can ask you to repay your overdraft immediately — see 'We can ask you to repay this overdraft at any time'.</b></p>
<b>Outstanding balance</b>	<\$ outstanding balance amount> <There is no outstanding balance on this overdraft>
<b>Your interest rate</b>	<p>&lt;Consumer Overdraft Base Rate available on the start date, currently &lt;rate&gt;% p.a. &lt;plus/minus/multiplied by&gt; &lt;rate&gt;%. This gives you a total rate of &lt;rate&gt;% p.a. &gt;</p> <p><b>&lt;From \$0 to \$&lt;amount&gt;:</b> Consumer Overdraft Base Rate available on the start date, currently &lt;rate&gt;% p.a. &lt;plus/minus/multiplied by&gt; &lt;rate&gt;%. This gives you a total rate of &lt;rate&gt;% p.a.</p> <p><b>Over \$&lt;amount&gt; to \$&lt;amount&gt;:</b> Consumer Overdraft Base Rate available on the start date, currently &lt;rate&gt;% p.a. &lt;plus/minus/multiplied by&gt; &lt;rate&gt;%. This gives you a total rate of &lt;rate&gt;% p.a.&gt;</p> <p>Your interest rate may be discounted while you're eligible for one of our banking packages.</p> <p>Your interest rate can change, including before the start date. Our current interest rates are on our website, <a href="http://anz.co.nz">anz.co.nz</a>.</p>

# Overdraft Agreement

<b>Your excess interest rate</b>	<p><b>The excess interest rate is our Consumer Overdraft Base Rate plus 15% p.a.</b></p> <p>We can charge you excess interest on any amounts over your credit limit, until you repay them.</p>
<b>Your statements</b>	<p>Sent at least every 45 business days by mail, OR we'll put information on ANZ Internet Banking. Provided all borrowers have access, you'll get information on ANZ Internet Banking if you:</p> <ol style="list-style-type: none"> <li>1. Ask, at any time, to stop paper statements, or</li> <li>2. Already get information about your ANZ transaction account that way - including because of the account type you have.</li> </ol> <p>If you get information about your ANZ transaction account on ANZ Internet Banking (regardless of why), you agree to access information about your overdraft in the same way. We'll make this information available daily. You can get up to two years of information on ANZ Internet Banking.</p>
<b>&lt;Special Conditions&gt;</b>	<p>&lt;You agree you'll use the temporary overdraft as the deposit for your property purchase. Unless agreed with us, you won't use this temporary overdraft for any other purpose. You also agree, if we give you a home loan to complete a property purchase, we can use that home loan to repay this temporary overdraft in full, and we can then cancel this temporary overdraft. However, even if we don't give you a home loan or your property purchase doesn't proceed for any reason, you agree you will still be bound by the terms of this overdraft agreement and must repay the overdraft in full when we ask you to.&gt;</p>
<b>Security</b>	<p>&lt;We don't need any security for this overdraft.&gt;&lt;An authority over deposits you have with us as follows:</p> <ul style="list-style-type: none"> <li>• Amount: \$&lt;full amount of TD&gt;</li> <li>• Security covers: all of your obligations now or in the future, including this overdraft and any existing loans or new loans.</li> </ul> <p>Here's important information about this security.</p> <ul style="list-style-type: none"> <li>• You must get our written agreement before giving the same security to someone else. If not, we may ask you to immediately repay this overdraft.</li> <li>• If what we recover from the security is less than you owe, you are still responsible for paying any shortfall to us.</li> <li>• We'll hold the security until you repay all amounts owing under this overdraft agreement.&gt;</li> </ul>

## Your fees for this overdraft

<b>Overdraft Application fee</b>	<p>You'll pay an Overdraft Application fee of \$25 for assessing and documenting this overdraft, increasing your credit limit, or if you ask for a new overdraft.</p> <p>We'll take this fee from your ANZ transaction account on the start date, or when we increase your credit limit.</p> <p>We may waive the fee while you're eligible for a banking package or for certain products.</p>
<b>Overdraft Management fee</b>	<p>A \$3 monthly Overdraft Management fee applies.</p> <p>We'll take this fee from your ANZ transaction account monthly to cover our ongoing administration of your overdraft.</p> <p>We may waive the fee while you're eligible for a banking package or for certain products.</p>

# Overdraft Agreement

<b>Unarranged Overdraft fee</b>	<p>You'll pay a fee of \$5 a month, if you exceed your credit limit by more than \$10 for more than one day.</p> <p>We'll take this fee from your ANZ transaction account. We'll also charge you excess interest. We may waive the fee while you're eligible for a banking package or for certain products.</p>
<b>Transaction and other fees</b>	<p>Other fees can apply when you use your ANZ transaction account or services like ANZ Phone Banking, ANZ Internet Banking, or ATMs. For example monthly account and transaction fees.</p> <p>See our 'Fees and Charges' brochure or our website, <a href="http://anz.co.nz">anz.co.nz</a>, for more information.</p>

## Using your overdraft

Your credit limit is available for you to access any time you need to. You can access it, and repay it, as often as you like.

You don't have regular repayments, but you must pay any interest charges or any other amounts, like fees, to keep within the credit limit.

Please keep your ANZ transaction account regularly in credit, even though you have this overdraft. Keeping your ANZ transaction account regularly in credit will mean you'll pay less interest.

You must not go above the credit limit. To keep under your credit limit you should regularly check how much of your overdraft you've used. You must have enough money in your ANZ transaction account or enough credit limit available to pay interest or fees we charge you or for any withdrawals you make from your ANZ transaction account.

If you try to access money that will take you above your credit limit, we may stop you doing so and we can charge you a Dishonour fee of \$2.50 for each transaction you try to do that would take you above your credit limit.

However, we may choose to let you go above your credit limit. If we let you go above your credit limit, we're not increasing the 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 well as an Unarranged Overdraft fee, we can also charge you interest at the excess interest rate set out above on any amounts over your credit limit until you repay those amounts.

## You can cancel your overdraft at any time

You can cancel your overdraft at any time — just talk to us. But you'll need to repay any of the credit limit you've accessed, fees, and interest we've calculated but haven't charged you yet up to the date you repay in full.

If you cancel your overdraft within 10 working days of the start date, then under the Credit Contracts and Consumer Finance Act 2003, we'll refund any fees we've charged you unless we've incurred those costs in giving you the overdraft.

## We can ask you to repay your overdraft at any time

We can write to you and ask you to repay some or all of your overdraft at any time, and for any reason. This includes any of the credit limit you've accessed, fees, or interest we've calculated but haven't charged you yet. We'll give you a reasonable time to repay these amounts.

If you don't repay us when we've asked you to, we can cancel your credit limit and charge you interest on any amounts you owe us at the excess interest rate set out above. We can also take debt recovery action against you to recover the money you owe us. If we have to take debt recovery action, it could affect your ability to borrow money from us or other lenders in future.

If you don't repay us when we've asked you to, you also agree to pay any reasonable expenses we incur, including all our legal costs, in enforcing our rights under this agreement.

## Overdraft Agreement

We can also choose to decrease your credit limit. We'll generally only do this if we're concerned about how you're using your overdraft. For example, we believe you're no longer able to afford it or are often going over your credit limit. We can also cancel your credit limit if you haven't used your overdraft for several months.

We don't have to give you a reason why we're asking you to repay this overdraft or reducing or cancelling 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 also have the right to use amounts we owe you to pay amounts you owe us — this right is called 'set-off'. And we 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 overdraft first before using these rights. If we use or move amounts in your accounts, we'll advise you in writing afterwards.

## We'll charge you interest on the amounts you access

We'll charge you interest on any amounts you access, until you've repaid them.

To calculate your interest, we'll multiply your interest rate, as a percentage, by the amount you owe on your overdraft at the end of each day. We then divide that amount by 365 to get the amount of interest you owe us for that day. We decide the end of day, and we assume the year has 365 days.

We'll charge you interest in arrears monthly to your ANZ transaction account on the last business day of the month. In arrears means we charge you interest from the date of your last interest charge to the date of this interest charge.

If the last business day of the month isn't the last calendar day of the month, we'll charge you interest for the remaining days of that month. We process any transactions you do on a non-business day on the next available business day.

## We can change the terms and conditions of your overdraft

We can:

- decrease or remove the credit limit or any interest rate margin
- 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 and how we calculate them
- change any other term and condition in this overdraft agreement.

We'll act fairly and reasonably, and we'll let you know what has changed and when it takes effect. Where we can, we'll let you know before we make any changes. We may not always be able to let you know before we make a change, for example when we're changing your interest rate. You will also always have the right to cancel your overdraft at any time if you're not happy with any changes we've made.

## You can also ask us to make changes to your overdraft

If we agree, you can ask us to increase or decrease your credit limit. We may only agree to increase your credit limit if you meet our lending criteria — a fee may also apply.

So that we can make changes to your overdraft promptly when you ask, you agree that, if more than one person is the borrower under your overdraft:

- any of those people alone or together can ask us to make changes to your overdraft, including to your credit limit
- we can assume that any person asking us to make changes to your overdraft has the agreement of all other people who make up the borrower and we don't have to confirm this first.

If you've asked us to change your overdraft, you will protect us from any claims any other borrower makes because we didn't confirm you had their agreement before making that change. We recommend before you ask us to make any changes to your overdraft you always get the agreement of all other borrowers.

# Overdraft Agreement

## We'll contact you about this overdraft in certain ways

We may need to send you information about your overdraft. Other than where specific laws set out how we must contact you, you agree we can choose to contact you about this overdraft in a number of ways. We can choose to give you a letter or notice.

You agree we can choose to write to you, or send you an email, using the addresses you've given us. We can also choose to publish a public notice, including on our website, if we need to give all of our borrowers the same information.

You're considered to have received any letters or notices from us on the day we gave it to you, posted it to you, or sent you an email. But if we're writing to you asking you to repay your overdraft, you're considered to have received the letter or notice we send you three business days after we sent it.

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 you've given us for this purpose or we'll include the information on a website you can access.

## We can transfer any of our rights or obligations under this overdraft agreement

We can assign or transfer any of our rights and obligations under this overdraft agreement to anyone we choose. Unless any laws require it, we don't have to tell you if we assign or transfer any of our rights and obligations under this overdraft agreement. You agree not to object if we do assign or transfer any of our rights and obligations under this overdraft agreement.

The person we've assigned or transferred this overdraft agreement to can exercise our rights under this overdraft agreement. To allow these things to happen, you agree we can share information we have had about you, this overdraft agreement, or other agreements with us.

You must not transfer or assign any of your rights or obligations under this overdraft agreement, unless we've agreed in writing.

## New Zealand law and our General Terms and Conditions also apply

New Zealand law applies to your overdraft agreement.

Our General Terms and Conditions also apply to how you use your ANZ transaction account. We've also explained our full rights to collect and use your information in our General Terms and Conditions — which you have already received a copy of. We've also published a copy of our General Terms and Conditions on our website, [anz.co.nz](http://anz.co.nz).

## Talk to us if you have any problems with your overdraft

For any problems with your overdraft, talk to our staff at any branch, phone 0800 269 296, or contact us using the form on our website, [anz.co.nz](http://anz.co.nz).

If you don't think we've resolved your concerns, you may be able to get free independent help from the Banking Ombudsman. You can write to the Banking Ombudsman at Freepost 218002, PO Box 25327, Featherston Street, Wellington 6146, phone 0800 805 950, or find information on their website, [bankomb.org.nz](http://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.

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

Hardship includes where you can't meet your responsibilities under this overdraft agreement 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 this overdraft agreement. If you're experiencing hardship, let us know immediately as we may be able to change the terms of this overdraft agreement to help. You can call us on 0800 269 296 or visit any ANZ branch. You'll need to tell us the cause of the hardship and why you can't meet your responsibilities. And you'll need to tell us what changes you think will help you manage your obligations to us under this overdraft agreement.

We may only be able to change your overdraft 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.

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 we've already sent you a notice under the Property Law Act 2007 asking you to repay us money you owe us. And we may have extra requirements if you've suffered hardship in the recent past.