

# ANZ Assured & Personal Overdraft

TERMS AND CONDITIONS | 07.10



## Introduction

If you are thinking about obtaining a personal credit facility from ANZ or have any questions about your existing facility, simply ask at your local ANZ branch or contact our

ANZ Customer Service Centre on 13 13 14,

8am to 8pm Monday to Friday.

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This booklet contains the general terms and conditions for the following credit facilities

- ANZ Assured;
- Personal Lines of Credit; and
- Personal Overdrafts

If you accept a credit facility offer made to you, the full contract will comprise the general terms, as outlined in this booklet, and any individual terms as outlined in your covering Letter of Offer.

For joint accounts, acceptance can be made by the person nominated to do so in the application form, on behalf of all of you.

**This document does not contain all the pre contractual information required to be given to you. The rest of the information is contained in the covering Letter of Offer.**

### Read your terms and conditions

You should read all relevant terms and conditions that are provided to you and ask ANZ about any issues that concern you.

## 1. Term

Your facility commences when ANZ links it to your account. You can terminate your facility at any time by repaying all amounts owing and notifying ANZ. If you have nominated a termination date, it will be set out in your covering Letter of Offer. If there is no nominated date, ANZ will not terminate your facility during the first 12 months, unless there is an event of default. After this time, ANZ can terminate your facility by giving you seven days written notice.

## 2. How interest is calculated

The interest rate charged is the variable reference rate, plus an interest rate margin. Interest is calculated on the unpaid daily closing balance of your facility. The daily interest rate is the Annual Percentage Rate applicable at the time, divided by 365.

All reference rates are advertised at the beginning of each business week in the Australian Financial Review. You can also check reference rates by asking at any ANZ branch, visiting [www.anz.com](http://www.anz.com) or contacting the ANZ Customer Service Centre on 13 13 14, Monday to Friday, 8am to 8pm.

Your covering Letter of Offer advises how frequently interest will be debited. The actual debiting date for each interest period is based on the date your account was opened unless a different date was agreed with ANZ or ANZ changed this date by giving you notice.

You also need to be aware that:

- if any day on which interest is due to be debited (a 'due date') is not a business day, that interest will be debited on the preceding business day;
- where the preceding business day is not in the same month as the due date, the due date will not be changed and the interest will instead be debited on the business day following the due date;
- where a due date falls on the 29th, 30th or 31st of a month which does not contain such a date, the due date will be the last day of that month;
- each time interest is debited, the period covered by the interest charge will include all days (for which interest has not previously been debited), up to and including the day prior to the due date;
- where interest is debited after the due date, subsequent interest charges will be calculated as if the interest had been debited to your loan on the due date; and
- when interest is debited, it will be added to the unpaid balance of your facility and accrue interest at the same rate and manner as advances.

### 3. Crediting of repayments or additional payments

You can make repayments to or draw funds from your credit facility using the same method by which you can deposit funds into or withdraw funds from your account, as specified in your account Product Disclosure Statement.

If any cheque used for a repayment is dishonoured, the repayment will be treated as not having been made, and interest will continue to accrue on the unpaid daily balance until actual payment is received. Where repayments or other payments are due on the 29th, 30th or 31st of a month which does not contain such a date, they shall be due on the last day of that month.

Repayments made to your account on the last day of a statement period may not appear on the statement issued for that period. These repayments will instead appear on your next statement, together with their effective date.

### 4. How fees and charges are payable

Fees and charges will be added to the unpaid daily balance and accrue interest at the same rate, and in the same manner, as advances.

When a fee is charged in arrears and your loan or facility is repaid or terminated before the fee is due to be charged, ANZ is entitled to charge this fee on a pro-rata basis to cover the period up to this date.

### 5. Changes to fees, charges and interest rates

ANZ can do the following:

**Lending for personal use, affected by the National Credit Code**

	Minimum number of days notice	Method of notice
Introduce a new fee	30 days	In writing
Increase a fee	30 days	In writing, or by press advertisement with details provided before, with or on your next statement
Decrease a fee	Day of change	In writing, or by press advertisement with details provided before, with or on your next statement
Change method of calculation, frequency, manner of payment and payment dates of each fee	30 days	In writing, or by press advertisement with details provided before, with or on your next statement

If any other change reduces your obligations, ANZ can give less than 30 days notice but you will be notified before, with or on your next statement.

## Lending for business purposes; or investment purposes other than investment in residential property

	Minimum number of days notice	Method of notice
Introduce a new fee	30 days	In writing
Increase a fee	Day of change	In writing, or by press advertisement
Decrease a fee	Day of change	In writing, or by press advertisement
Change method of calculation, frequency, manner of payment and payment dates of each fee	Day of change	In writing, or by press advertisement

Press advertisements will be published in a newspaper circulating throughout your State or Territory.

## 6. Changes to terms and conditions

ANZ can vary any of the following:

- the dates on and frequency with which interest will be charged or debited, and the method of calculating interest;
- the way or manner in which interest is to be paid or charged;
- the name of any variable reference rate;
- the amount, method of calculation, frequency, manner of payment and number of the repayments, together with the dates on which they are to be paid; and
- the minimum amount that may be withdrawn from a continuing credit facility.

For lending for personal use affected by the National Credit Code, ANZ will give not less than 30 days written notice of any such variation. For lending for investment or business purposes, ANZ will give not less than 30 days written notice for the changes above relating to interest.

For all other changes listed above, ANZ will give notice in writing or by press advertisement, no later than the day of the change.

## 7. Depositing Cheques

You should refer to the Product Disclosure Statement or Terms and Conditions for the account to which your credit facility is attached for information about cheques.

## 8. Exceeding your credit limit

Your linked account has an Informal Overdraft facility. The Informal Overdraft facility is a service provided by ANZ to give customers a convenient way to meet unplanned, short-term borrowing needs.

For so long as your credit facility is in place, ANZ will not process debits to your linked account using the Informal Overdraft facility but will use funds available under this credit facility. If there are no funds available under this credit facility, ANZ may process the debit using the Informal Overdraft facility (refer to the terms and conditions of your linked accounts for more details about the Informal Overdraft facility).

## 9. Government charges

Any government duties, taxes and other charges incurred in respect of receipts and withdrawals (including cheques) made to or from your account, will be payable by you.

## 10. Security

Your covering Letter of Offer will detail any security required by ANZ for your facility. Please be aware:

- if any of the security has been previously provided to ANZ, by accepting this offer, you consent to that security also being held by ANZ as security for this facility;

- security documents are prepared on ANZ's normal security forms. If special circumstances exist, or if ANZ considers it necessary, these forms will be changed or new securities will be drafted to ensure there is effective security;
- if changes to securities or new security items are prepared externally, you must pay to ANZ any reasonable external fees which are incurred. You can ask for a quote or an estimate and the fees will be payable on the date they are invoiced to ANZ;
- you can obtain copies of ANZ's normal security documents through any ANZ branch before you accept any loan offer; and
- before any part of your loan is advanced, ANZ must be satisfied with the title and the security documents. Any applicable stamp duty and registration fees must be paid by the date of advance. Government fees and stamp duty may also be payable when any security you are providing is discharged. Please refer to your covering Letter of Offer for details.

## 11. Insurance

All property mortgaged to ANZ must be insured under a policy acceptable to ANZ. Please be aware that:

- this requirement does not apply to vacant land;
- the insurance policy must cover full reinstatement and/or equal value replacement of the assets;
- Australia and New Zealand Banking Group Limited must be recorded on the insurance policy as the appropriately ranked mortgagee. This is unless the security is a unit in a building, or a subdivision for which the Body Corporate has taken out insurance for the whole building or subdivision. In this case, ANZ must sight the Body Corporate insurance policy; and
- if the security is a Strata Title property and its value or purchase price is in excess of \$450,000, you must also take out Strata Title Mortgagee Protection Insurance and give a copy of the policy to ANZ. This requirement does not apply if the property is in Queensland or the Northern Territory.

## 12. Trusts

If you enter into the facility as a trustee, you agree that you are liable for the facility, both individually and as trustee of the trust. You are also assuring ANZ that:

- the facility is for a proper purpose under the trust;
- you have the power and authority under the trust to enter into the facility contract; and
- you have the right to be indemnified fully out of the trust property, before the beneficiaries of the trust, for all liabilities you incur under the facility.

## 13. ANZ's rights if there is default under this agreement

**Lending for personal use, regulated by the National Credit Code**

If any of the following Events of Default occur, ANZ can refuse to provide further credit and (subject to notice as described below) require you to make immediate repayment in full of all money you owe ANZ or will or may owe ANZ in the future under the facility.

An Event of Default occurs:

- if you do not make a payment by its due date;
- if there is any breach of any term or condition of this facility, or any other facility provided to you by ANZ, or any security provided to ANZ for this facility or the other facility; or
- if, in ANZ's opinion, any event or circumstance arises, causing a material adverse change in your financial situation and is likely to affect your ability to meet your obligations under your facility or any security for it.

A 'material adverse change' includes, but is not limited to:

- your death;
- termination of your employment;
- your insolvency;
- enforcement proceedings by any creditor against you or any property mortgaged as security for this facility;

- any reduction in value of property mortgaged to ANZ as security for this facility;
- any insurance over the mortgaged property being cancelled or declined; or
- any information supplied by you to ANZ in connection with this facility or any security for this facility being found to be untrue or incorrect.

Before ANZ requires immediate repayment in full, you will be given 30 days written notice to allow you an opportunity to remedy your default. If ANZ fails to give you notice regarding any Event of Default, ANZ has not waived its right to do so later.

However, ANZ will not give you such notice if:

- ANZ believes, on reasonable grounds, that it was induced by fraud on your part to enter into this facility contract; or
- ANZ has made reasonable attempts to locate you, but without success; or
- the court authorises ANZ not to provide the 30 days written notice; or
- goods are mortgaged to ANZ as security for this facility, and ANZ believes on reasonable grounds that they have been or will be removed or disposed of without ANZ's permission; or
- ANZ believes on reasonable grounds that urgent action is necessary to protect property that is mortgaged as security for this facility.

#### **Lending for investment other than investment in residential property or business purposes**

If any of the following Events of Default occur, ANZ can refuse to provide further credit and require you to make immediate repayment in full of all money you owe ANZ or will or may owe ANZ in the future under the facility.

An Event of Default occurs:

- if you fail to make any agreed payment by the due date;
- if there is any breach of any term or condition of this facility, any other facility provided to you by ANZ, or any security provided to ANZ for this facility or the other facility;

- if (being a corporation), in ANZ's opinion, there is a change in your effective control without ANZ's prior written consent; or
- if, in ANZ's opinion, any event or circumstance arises which causes a material adverse change in your financial condition that is likely to affect your ability to meet your obligations under this facility or any security for it.

A 'material adverse change' includes, but is not limited to:

- your death;
- termination of your employment;
- your insolvency;
- enforcement proceedings by any creditor against you or any property mortgaged as security for this facility;
- any reduction in value of property mortgaged to ANZ as security for this facility;
- any insurance over the mortgaged property is cancelled or declined; or
- any information supplied by you to ANZ in connection with this facility or any security for this facility being untrue or incorrect.

If ANZ does not, for any reason, demand an immediate repayment when an event of default occurs, ANZ has not waived its right to do so later.

## **14. Enforcement expenses**

If you breach any term of this facility or any security required under it, you will be required to pay expenses reasonably incurred by ANZ in enforcing or preserving its rights under this facility or the security. These expenses include those incurred by ANZ in preserving or maintaining property subject to the security, collection expenses and expenses resulting from dishonour of a cheque or payment. Enforcement expenses may be debited in the same manner as other fees and charges.

## 15. Joint and several liability

If there is more than one person who is a party to this facility, each person is liable individually for the full amount of the facility, in addition to being jointly liable with each other person.

## 16. Updating of information

At any time during the facility, ANZ may require you to provide information concerning your financial circumstances to show there has been no material adverse change in your financial situation, which may be likely to affect your ability to meet your obligations under this loan or the security.

ANZ may also require a new valuation of any property provided as security for this facility. If so, you may be charged a fee equal to the cost of the valuation incurred by ANZ in employing an external valuer. This will be payable and may be debited to your account on the date it is invoiced to ANZ.

## 17. Statements

ANZ will issue statements for your facility every 3 months and more often if either you or ANZ require.

If there are errors or unauthorised transactions shown on your statement, it is your responsibility to notify ANZ immediately.

## 18. Notices

A written notice, statement or demand for payment can be given to you by leaving it at your address, or by sending it by post, telex, facsimile or similar facility to your residential or business address. For this purpose, ANZ can use the last address it has recorded for you.

Please be aware that:

- if left at your address, it will be deemed to have been received by you on the date delivered or the date it bears, whichever is the later;
- if sent by post, it will be deemed to have been received by you on the date it would have been delivered in the ordinary course of post or the date it bears, whichever is the later;

- if sent by facsimile or other electronic means, it will be deemed to have been received by you on the date it bears or the date the transmitting machine reports it was sent, whichever is the later;
- if there is more than one of you, any notice, statement or demand will be given to each one of you at your residential or business address; and
- if you change your name or address, it is your responsibility to notify ANZ immediately.

A demand for payment can be signed by any officer of ANZ, or any agent authorised by an officer of ANZ. Any other form of notice or statement need not be signed, unless required by law.

## 19. Transfer of ANZ's rights

ANZ may, without telling you or obtaining your consent:

- assign any of its rights under or in connection with this contract; and
- give information about this credit facility contract and your obligations under it to any assignee of ANZ's rights under this contract, or anyone who is considering becoming an assignee.

## 20. Code of Banking Practice

If you are an individual or a small business (as defined by the Code of Banking Practice), ANZ is bound by the Code of Banking Practice when it provides its products and services to you.

## 21. Availability of funds

Before any funds are made available you must meet any requirements set out in the covering Letter of Offer, which may include the following:

- sign any new security documents that are required by the offer;
- arrange any new insurance required by the offer and give a copy of the policy to ANZ;
- provide any guarantee that may be required by the offer; and
- complete a disbursement order, if this is required by the offer.

ANZ must also be satisfied that:

- the documentation complies with legal requirements;
- you have received all statements and information required by law;
- no Event of Default has occurred;
- if you or a guarantor is a trustee of a trust, that all trust requirements have been properly met; and
- you understand and accept the terms and conditions for this facility.

## 22. Definitions

‘Accrued interest’ means interest which ANZ is entitled to charge, but has not yet been debited to your account.

‘Annual percentage rate’ means the interest rate(s) applicable to your credit facility, as set out in the Key Details section of your covering Letter of Offer.

‘ANZ’ means Australia and New Zealand Banking Group Limited ABN 11 005 357 522.

‘Business day’ means any day from Monday to Friday, on which ANZ is open for business in at least one of its branch locations in Australia.

‘Credit facility’ or ‘facility’ means your line of credit facility with ANZ, which could be an ANZ Assured facility, an ANZ Personal Line of Credit or an overdraft.

‘Date of disclosure’ means the date specified in the covering Letter of Offer.

‘Personal Lending affected by the National Credit Code’ means credit provided to you by ANZ wholly or predominantly for personal, domestic or household use, which is regulated by the National Credit Code.

‘All other lending’ means credit which is not regulated by the National Credit Code.

‘Reference rate’ means the variable ANZ Retail Index rate or ANZ Reference Rate applicable to your facility as detailed in the Key Details section of your covering Letter of Offer.

‘You’ includes any of the persons accepting the facility offer.

## 23. If you are in financial difficulty

You should inform ANZ as soon as possible if you are in financial difficulty. If you have a credit card or other loan account with ANZ, it will, with your agreement, try to help you overcome your difficulties with your facility, including for example, developing a repayment plan.

### Information Statement

**Things you should know about your proposed credit contract.**

This statement tells you about some of the rights and obligations of yourself and your credit provider ANZ, it does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact ANZ and if you still have concerns, contact ANZ’s external dispute resolution scheme, or get legal advice.

### The Contract

#### 1. How can I get details of my proposed credit contract?

ANZ must give you a pre-contractual statement containing certain information about your contract. The pre-contractual statement, and this document, must be given to you before –

- your contract is entered into; or
- you make an offer to enter into the contract; whichever happens first.

#### 2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to ANZ, you must be given a copy to keep.

Also, ANZ must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if ANZ has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to ANZ and ask for one. ANZ may charge you a fee. ANZ has to give you a copy –

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or

- otherwise within 30 days of your written request.

### 3. Can I terminate the contract?

Yes. You can terminate the contract by writing to ANZ so long as –

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by ANZ has not been used to acquire goods or services for which credit is provided under the contract.

However, you still have to pay any fees or charges incurred before you terminated the contract.

### 4. Can I pay my credit contract out early?

Yes. Pay ANZ the amount required to pay out your credit contract on the day you wish to end your contract.

### 5. How can I find out the pay out figure?

You can write to ANZ at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up. ANZ must give you the statement within 7 days after you give your request to ANZ. You may be charged a fee for the statement.

### 6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits ANZ to charge one) and other fees.

### 7. Can my contract be changed by ANZ?

Yes, but only if your contract says so.

### 8. Will I be told in advance if ANZ is going to make a change in the contract?

That depends on the type of change.

For example –

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper. This information statement is provided in accordance with the National Credit

Code and only applies to you if your facility is regulated by the Code.

- you get 20 days advance written notice for:
  - a change in the way in which interest is calculated; or
  - a change in credit fees and charges; or
  - any other changes by ANZ;

except where the change reduces what you have to pay or the change happens automatically under the contract.

### 9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to ANZ. Discuss the matter and see if you can come to some arrangement. If that is not successful, you may contact ANZ's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. ANZ's external dispute resolution provider is Financial Ombudsman Service and can be contacted at 1300 78 08 08, [www.fos.org.au](http://www.fos.org.au) or GPO Box 3, Melbourne VIC 3001(Australia). Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at [www.asic.gov.au](http://www.asic.gov.au).

## Insurance

### 10. Do I have to take out insurance?

ANZ can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, ANZ can not insist that you use any particular insurance company.

### 11. Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by ANZ. In that case the insurer must give you a copy of the policy within 14 days after

the insurer has accepted the insurance proposal. Also, if you acquire an interest in any such insurance policy which is taken out by ANZ then, within 14 days of that happening, ANZ must ensure you have a written notice of the particulars of that insurance. You can always ask the insurer for details of your insurance contract. If you ask in writing your insurer must give you a statement containing all the provisions of the contract.

### **12. If the insurer does not accept my proposal, will I be told?**

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

### **13. In that case, what happens to the premiums?**

ANZ must give you a refund or credit unless the insurance is to be arranged with another insurer.

### **14. What happens if my credit contract ends before any insurance contract over mortgaged property?**

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

## **Mortgages**

### **15. If my contract says I have to give a mortgage, what does this mean?**

A mortgage means that you give ANZ certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to ANZ.

### **16. Should I get a copy of my mortgage?**

Yes. It can be part of your credit contract, or if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into. However, you need not be given a copy if ANZ has previously given you a copy of the mortgage document to keep.

### **17. Is there anything that I am not allowed to do with the property I have mortgaged?**

The law says you cannot assign or dispose of the property unless you have ANZ's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or cannot do with the property.

### **18. What can I do if I find that I cannot afford my repayments and there is a mortgage over property?**

See the answers to questions 22 and 23.

Otherwise you may

- if the mortgaged property is goods – give the property back to ANZ, together with a letter saying you want ANZ to sell the property for you;
- sell the property, but only if ANZ gives you permission first; or
- give the property to someone who may take over the repayments, but only if ANZ gives permission first.

If ANZ won't give permission, contact ANZ's external dispute resolution scheme for help.

If you have a guarantor, talk to the guarantor who may be able to help you.

You should understand that you may owe money to ANZ even after mortgaged property is sold.

### **19. Can ANZ take or sell the mortgaged property?**

Yes, if you have not carried out all of your obligations under your contract.

### **20. If ANZ writes asking me where the mortgaged goods are, do I have to say where they are?**

Yes. You have 7 days after receiving ANZ's request to tell ANZ. If you do not have the goods you must give ANZ all the information you have so they can be traced.

## 21. When can ANZ or its agent come into a residence to take possession of mortgaged goods?

ANZ can only do so if it has the court's approval or the written consent of the occupier, which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

### General

## 22. What do I do if I cannot make a repayment?

Get in touch with ANZ immediately. Discuss the matter and see if you can come to some arrangement. You can ask ANZ to change your contract in a number of ways, for example –

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

## 23. What if ANZ and I cannot agree on a suitable arrangement?

If ANZ refuses your request to change the repayments, you can ask ANZ to review this decision if you think it is wrong.

If ANZ still refuses your request you can complain to the external dispute resolution scheme that ANZ belongs to. Further details about this scheme are set out below in question 25.

## 24. Can ANZ take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact ANZ's external dispute resolution scheme or ASIC, or get legal advice.

## 25. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

If you have any complaints about your credit contract, or want more information, contact ANZ. You must attempt to resolve your complaint with ANZ before contacting ANZ's external dispute resolution scheme. If you have a complaint which remains unresolved after speaking to ANZ you can contact ANZ's external dispute resolution scheme or get legal advice. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. ANZ's external dispute resolution provider is Financial Ombudsman Service and can be contacted at 1300 78 08 08, [www.fos.org.au](http://www.fos.org.au) or GPO Box 3, Melbourne VIC 3001(Australia).

Please keep this information statement. You may want some information from it at a later date.

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