

# Account access and operating terms and conditions

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# 1. Account access and operating terms and conditions for accounts

## 1.1 About these terms and conditions

These Account access and operating terms and conditions detail the respective rights and obligations of you and AMP Bank in relation to accounts. These terms and conditions also give information on a range of topics concerning the operation of your account.

The terms and conditions that apply to your account comprise these Account access and operating terms and conditions, and for:

- loan accounts, your loan agreement
- deposit accounts, the Deposit products terms and conditions and the Deposit products fees and charges guide.

These terms and conditions are provided to assist you to compare products and to decide whether to acquire accounts. Some of the more important aspects of your relationship with us are included, such as our duty of confidentiality to you and our complaint handling procedures.

Worked dollar examples of certain benefits and fees that may apply to an account are illustrative only and do not reflect the circumstances applicable to a particular customer.

The information in these terms and conditions is subject to change from time to time. We will tell you about any change we make as soon as reasonably possible. Please see condition **3.3.1 - What happens if we vary these terms and conditions?** to find out more about changes we can make and what notice you will receive of these changes.

Information on current terms and conditions, standard fees and charges and any interest rates that apply to your account is available on request, or on our website at [amp.com.au/bankterms](http://amp.com.au/bankterms). You can contact us on 13 30 30, Monday to Friday 8.00am to 8.00pm and Saturday and Sunday 9.00am to 5.00pm (Sydney time).

The information provided in these terms and conditions is general information only and does not take into account your personal financial situation or needs. You should obtain financial advice tailored to your personal circumstances.

These terms and conditions also detail the methods by which you may access your accounts, their risks, and the specific terms and conditions which apply to each of the access methods:

- access cards
- cheques
- BankAssist (operator-assisted phone banking)
- BankFax (fax banking)
- BankPhone (phone banking)
- My AMP (internet banking and access by mobile devices)
- AMP Bett3r app
- BPAY® (registered to BPAY Pty Ltd ABN 69 079 137 518)
- periodic payments
- direct credits
- direct debits
- domestic SWIFT transfers
- international telegraphic transfers.

Not all access methods are available on all accounts. You should check your account features to determine which access methods are available. Account features for deposit and loan products are described on our website at [amp.com.au](http://amp.com.au), and are detailed in the terms and conditions or product disclosure statements available at [amp.com.au/bankterms](http://amp.com.au/bankterms), or you can contact us on **13 30 30**.

## 1.2 Who provides the products referred to in these terms and conditions?

These terms and conditions set out the features, benefits, terms and conditions that apply to accounts.

The accounts referred to in these terms and conditions are provided by AMP Bank Limited ABN 15 081 596 009, AFSL and Australian credit licence 234517.

## 1.3 Terms and conditions effective date

For accounts opened before the date on the front cover of these terms and conditions, these terms and conditions apply from the date on the front cover of these terms and conditions.

For accounts opened on or after the date on the front cover of these terms and conditions, these terms and conditions apply from the date you agree to the terms and conditions.

## 1.4 Agreeing to these terms and conditions

You agree to these terms and conditions the first time you or a person authorised by you:

- applies for an account online
- makes a deposit to or withdrawal from your account
- registers for BankPhone or internet banking
- uses an access card or other access method
- sends a request to us via electronic communication.

By agreeing to these terms and conditions you acknowledge that we have the right to monitor and, where required by law or at our sole discretion, refuse to transmit or post any transactions or instructions made using an account.

By using your account on My AMP, the My AMP app or the AMP Bett3r App you agree that:

- you are responsible for all internet access, data download and other network charges arising from the use of your account (including any global roaming charges if you use your account outside Australia) and you acknowledge and agree that we have no responsibility or liability for those charges
- you need to access your account through a compatible mobile device and operating system
- if another person is liable to pay charges under the relevant mobile account SIM data plan account you acknowledge and agree that you have obtained that person's consent to your use of your account on that device
- you are responsible for the operation and maintenance of your device
- you will not authorise or permit any other person to use your account on your device
- to the extent permitted by law, you are responsible and liable for the actions of, and any transactions made by, any other person on your account on your device
- you will keep your device safe.

AMP Bank and you may also have other rights at general law. Those rights also apply to the accounts. These terms and conditions prevail to the extent of any inconsistency and as permitted by law.

If you do not agree with these terms and conditions, you must notify us immediately. If you do so, we will close your account. In the case of accounts that have an access card and/or cheque book facility, you must also return these to us when we close your account.

## 1.5 What happens if you breach these terms and conditions?

If you breach any of these terms and conditions, we may do any or all of the following:

- close your account
- use any money that you have in another account with us to repay any amount by which your account is overdrawn (this is known as ‘combining accounts’. See condition **3.5 - *When we may combine your accounts***.)
- cancel, delay, block or refuse to make any payment or transaction
- cancel any access method
- cancel any access card
- require the destruction and return of any access card
- require the return of unused cheque forms
- place restrictions on your account
- refuse to open another account for you
- take legal action against you. You may be liable for our expenses in enforcing our rights against you.

## 1.6 Defined terms and important words

Condition **13. - *Important words and what they mean*** contains a glossary of important words used in these terms and conditions. You should refer to this glossary to help you understand these terms and conditions.

## 2. General terms and conditions

### 2.1 What you need to provide when you apply – personal details and identification requirements

When you apply for an account, you must provide identification information about yourself, any connected parties, any additional signatories to the account and any additional people to whom you wish to provide access to your account. We will then verify some or all aspects of that identification information, by either documentary or electronic methods. We also require identification information about any connected parties and any additional signatories or additional people you later ask us to add to the account or to whom you wish to provide access to your account, and we will also need to verify some or all aspects of that identification information.

We may verify your identity electronically. If we do, we will ask you for your details (such as full name, residential address, and date of birth) and details of your identification documents. You authorise and instruct us to send or otherwise provide this information will be passed to one or more external organisations to electronically match this information with identification data on their databases. These organisations will assess and advise us whether all or some of the information you provided match their records. We may require you to provide your identification documents so that we can verify your identity if we are unable to do so electronically.

These external organisations will collect, store, use and dispose of your personal and confidential information in accordance with the Privacy Act 1988 (*Cth*).

For individuals, you need to provide identification information personal details, such as your:

- full name
- residential address
- date of birth
- foreign tax residency status
- phone number.

Where we need you to provide original identification documents or original certified copies of identification documents they may include, for example:

- a passport
- a driver's licence.

A full list of people who can certify identification documents or extracts of documents is available at [amp.com.au/identification](http://amp.com.au/identification).

If you are not an individual or cannot provide these details and documents, we may require you to provide other forms of identification documentation. Please contact us on 13 30 30 for more information about these identification requirements,

Other entities such as companies and trusts must also provide original certified copies of documentation to help us identify and verify them, such as:

- certificate of incorporation or registration
- licence record from the relevant regulator



- trust deed or extract of the trust deeds
- personal identification documents of connected parties who are individuals for example, individual trustees, directors, beneficial owners etc. (as applicable).

Please contact us on **13 30 30** for more information about these identification requirements.

### 2.1.1 What happens if we cannot verify your identity?

If we cannot identify you and/or verify your identity, or identify and/or verify the identity of any connected party, any signatory on your account or any person to whom access to your account has been provided, to our satisfaction, we may decline your application for an account, or may restrict, block or close your account without notice to you.

Providing false or misleading information about your identity is an offence under the AML/CTF laws and is a breach of the terms and conditions.

By opening, or using any account, you acknowledge that we may, acting reasonably, decide to delay, restrict, block or refuse to open any or all accounts if we:

- have not been able to identify you and/or verify your identity, or identify and/or verify the identity of any connected party, any signatory on your account or any person to whom you grant access to your account
- if we are concerned that the request may breach any obligation, or cause us to commit or participate in an offence under any legislation.

We may, acting reasonably, decide to delay, restrict, block, refuse to open an account or close any or all accounts if we believe that you have provided false or misleading information.

We may, acting reasonably, decide to delay, restrict, block, refuse to open an account or close any or all accounts or may decide to delay, restrict, block or refuse any request, payment or transaction including interest payments at any time if we:

- have not been able to identify, verify or re-verify your identity, any connected party's identity, any signatory's identity or the identity of any person to whom you may have granted access to your account
- are concerned that the request or transaction may breach any obligation, or cause us to commit or participate in an offence under any law
- reasonably consider you induced us to open the account by fraud

You acknowledge that we will incur no liability to you if we take any of the actions above.

### 2.1.2 Confirming and verifying your information after your account is opened

From time to time we may need to reconfirm your details, request that you provide further information and/or re-verify your identity to satisfy our obligations under any legislation, such as AML/CTF laws, sanctions laws, Foreign Account Tax Compliance Act, foreign tax residency Common Reporting Standards, etc. You agree to provide us with any information or documents that we reasonably require within the timeframe we specify when we make the request.

You also agree to notify us if you:

- have a change in your identification information, for example:
  - changes to any part of your name or your address, or to any connected party's name or address
  - changes regarding any connected parties or other signatories on your account or people to whom you have granted access to your account
  - changes to your phone or email contact details
  - changes to the nature of your business, or business registration or regulation status
- become a politically exposed person as defined in the AML/CTF laws

- become a proscribed person for the purposes of sanctions law
- are commonly known by a name other than the name provided in your application for an account.

We may restrict, block or close any or all of your accounts if you:

- fail to provide us with the any additional information we reasonably request regarding your identification information, documentation, payments or transactions
- fail to notify us of the types of events outlined above
- provide us with false or misleading identification information.

## 2.2 Accounts for personal customers

You can open an account in your own name or jointly with other persons.

If the account is opened in the name of more than one person:

- we will assume that the account is a joint account unless you tell us otherwise
- the authority to operate on the account will be for any of you to sign, unless you tell us otherwise
- you may nominate the number of signatories required for withdrawals or cheques (which may be one or more than one). All account holders must sign this nomination.
- each of you are bound by the transactions made on the account and you are all liable jointly and individually for the account
- access cards (where available on an account) will be issued to each account holder where the signing authority is 'any to sign', unless you tell us otherwise
- we may accept as a deposit any cheque payable to any one or more of you
- we may send you notices, statements or other documents including changes to these terms and conditions by mailing or emailing them to any one of you and you all will be deemed to have received them.

The parent(s) or guardian(s) of a minor may request an account (except an AMP Bett3r Account) to be opened in the minor's name. The parent(s) or guardian(s) must be the signatory(ies) on the account of minors under the age of 13. A minor of 13 years and over can be nominated as a signatory to the account provided the standard account opening requirements can be met. No cheque books will be issued to minors.

An SMSF member receiving a pension from their SMSF may open an AMP SuperEdge Pension Account in their personal name but must link their account to an AMP SuperEdge Cash Account held by their SMSF.

## 2.3 Accounts for companies, trusts and other organisations

Companies, trusts (including self-managed superannuation trusts) and other organisations such as unincorporated associations, partnerships, government bodies, registered co-operatives may open accounts, subject to us making any particular account available to the entity type.

If the account is opened in the name of a company, trust, or other organisation (the 'entity'):

- the entity must execute documents and transactions in its own right unless authorised signatories have been set up to act on its behalf. The entity will be liable for all actions undertaken by its authorised signatories
- the entity may nominate the number of authorised signatories required for withdrawals (which may be one or more than one). The officers of the entity must sign this nomination
- we may accept as a deposit any cheque payable to the entity
- we may send the entity notices, statements or other documents including changes to these terms and conditions by mailing or emailing them to the entity, and all authorised signatories and officers of the entity will be deemed to have received them.

A trustee can open an account in trust for another person. This means that the trustee controls the account for the benefit of that other person. The trust must be legally formed, and we may request original certified copy(ies) of certain documents such as an original certified extract of the trust deed and/or additional information to help us identify and verify the trust and the trustee(s).

You must be over 18 years of age to open an account in trust for another person.

Societies, companies, businesses, executors, administrators, and others can also open an account in trust for another person.

An SMSF trustee can open an account in trust for the SMSF. An SMSF trustee can open an AMP SuperEdge Pension Account in trust for a recipient of a pension from the SMSF. This means that the SMSF trustee controls the account for the benefit of the SMSF or the SMSF pension recipient. The SMSF trust must be legally formed, and we may request original certified copy(ies) of certain documents, such as an original certified extract of the SMSF trust deed, and/or additional information to help us identify and verify the SMSF trust and the trustees of the SMSF.

## 2.4 Who can use an account?

### 2.4.1 Authority to operate – signing authority

If the account is in more than one person's name, each of you agree that each person may use the account and have access to account information without any other account holder's consent, unless you tell us otherwise.

All account holders are jointly and individually liable to us for operations on the account.

#### 2.4.1.1 Any to sign

If the account is in more than one person's name, and if the authority to operate ('signing authority') on the account is 'any to sign', each of you agree that each person may have access to and may change account information and may transact on the account by any access method without any other account holder's consent.

Any of you may change the signing authority on the account to 'all to sign'. All account signatories would then be required to sign for any cheques and withdrawals.

If you want to change the signing authority on the account to 'any two to sign', all account holders must sign this request.

The signing authority for an AMP Bett3r Account must always be 'any to sign'.

#### 2.4.1.2 Signing authorities other than 'any to sign'

You may request the signing authority on your account (except for the AMP Bett3r Account) to be set as 'any two to sign' or 'all to sign'.

If you do, and we agree:

- access cards (if available for your account type) will not be issued on the account
- withdrawals by cheque must be signed in accordance with your signing authority
- access by BankPhone and internet banking (including mobile banking) will be limited to viewing or obtaining account information only
- access by BankAssist may be restricted to account information unless all account holders are identified to our satisfaction
- any request to process a transaction or change account information will need to be authorised by all of you in accordance with your signing authority.

#### 2.4.1.3 Authorised signatories and third parties

You may nominate any person to be an authorised signatory or provide authority to a third party to enable them to operate your account.

You can decide the level of access that an authorised signatory or third party has to your account. This access can be the same as or different to your own access.

You may not authorise any other person to be an authorised signatory or third party on your AMP Bett3r Account.

To set up an authorised signatory or to authorise a third party to operate your account, you must submit the appropriate Third Party Access form, or an Add/Remove Authorised Signatories form, and also provide an Identification Verification form (including any identification documents we request) for each signatory or third party. For details of the required forms, documents and information please contact us on **13 30 30**.

The original completed forms and all accompanying documents (originals, original certified copies or uncertified copies, as appropriate) must be returned to:

AMP Bank Limited  
Reply Paid 79702  
PARRAMATTA NSW 2124

We must complete the identification and verification of an authorised signatory or third party before we will accept an instruction, operation, or transaction from that person in respect of your account.

We will only accept instructions to conduct transactions on your account if those instructions are in accordance with your signing authority.

You must advise us immediately of any changes in authorised signatories or third parties.

#### **2.4.1.4 AMP adviser transaction authorities**

You may authorise your AMP Financial Adviser who has access to the AMP Cash Management Service ('ACMS') to use this service to transact and operate your account on your behalf. You can decide the level of access that your adviser can have.

To set up an ACMS adviser transaction authority, contact your AMP Financial Adviser. You must provide the authority using an ACMS Adviser Transaction Authority form which is available through your adviser.

Your adviser may delegate their adviser transaction authority to their staff (including their employees, agents, and contractors). Delegates will be managed in accordance with our delegate procedures. The conditions that apply to ACMS adviser transaction authorities are included on the ACMS Adviser Transaction Authority form.

You may revoke or amend this authority at any time by notifying us. You must advise us immediately if you wish to change your ACMS adviser's transaction authority.

## **2.5 Fees and charges on your account**

### **2.5.1 Standard fees and charges, and fees and charges for special services**

Standard fees and charges may apply when you make inquiries or transact on your account. Fees and charges for special services may apply if we provide special services at any time.

Full details of the fees and charges (including any government charges) that apply to accounts and for special services are set out in the fees and charges guides available, on request and free of charge, by contacting us on **13 30 30**, or from our website at [amp.com.au/bankterms](http://amp.com.au/bankterms).

Special services include, but are not limited to:

- undertaking a transaction trace or verification
- dishonouring an electronic or cheque transaction
- processing a foreign currency draft, domestic (SWIFT) or overseas telegraphic transfer
- providing a bank audit certificate.

You must pay us all fees and charges applicable on your account, and you must also pay any fees and charges applicable for special services, even if they are incurred by another account holder or account signatory.

When you or an authorised signatory or an authorised third party operate your account or request a special service, you automatically authorise us to debit any applicable fees to your account.

## 3. When things change

### 3.1 When your personal or contact details change

You must advise us immediately if you change any part of your name, phone number(s), fax number, postal or residential address, email address, or if there is a change of connected parties or any person to whom you have granted access to your account, a change of signatories or to your tax residency status. You can advise us of any changes to your details by mail, telephone, or by secure email.

If you change any part of your name, you must provide us with original certified documentary proof of the change. Please call us on **13 30 30** for details of the documentation you must provide.

Each joint account holder must notify us separately of any changes to their own personal or contact details, or foreign tax residency. If one joint account holder changes their address, we will not update the personal or contact details of any other joint account holder.

We will not be responsible for any errors or losses associated with your account details or changes to your account if you have not provided us with your current and accurate personal details and contact information.

### 3.2 When your entity or entity contact details change

You must advise us immediately if your entity changes any part of its name, phone number(s), fax number, postal, principal place of business/operation or registered business address, email address, its tax residency status, or if there is a change of connected parties, change of signatories, nature of business, change to the entity's Trust Deed, registration or regulation status or registration numbers, etc. You can notify us of changes to your entity details by mail, phone, or by secure email.

Please contact us on **13 30 30** for details of the documentation you must provide.

We will not be responsible for any errors or losses associated with your account or changes to your account details if you have not provided us with your current and accurate entity details and contact information.

### 3.3 Variations to terms and conditions

#### 3.3.1 What happens if we vary these terms and conditions?

We may vary these terms and conditions or add new terms and conditions at any time, subject to the requirements of any relevant legislation and codes of practice.

We will let you know in writing or electronically at least 30 days before we make a variation or change which:

- introduces a fee or charge (other than a government charge)
- changes the minimum balance to which an account management fee applies
- changes the interest calculation method
- changes the balance ranges to which an interest rate applies, or to the interest rate tiers that apply to an account
- changes the frequency at which we debit or credit interest
- introduces, removes, or adjusts any transaction limits on your account
- introduces or increases fees or charges for issuing or replacing a device or security access code
- introduces or increases fees or charges for performing electronic payment transactions

- increases your liability for losses relating to electronic payment transactions
- introduces, removes or changes a daily or other periodic limit on electronic payment transactions, a facility, or electronic equipment (such as limits on the number or value of ATM withdrawals).

For other changes we make without your agreement (including changes in interest rates and standard fees and charges) we will let you know in writing, by email, or by placing a notice about the change in a national newspaper on or before the day it takes effect, or otherwise if we are required to by law or by a code of practice.

These other changes may include:

- changes to the amount or frequency of payment of any fee or charge
- when a government introduces or changes a government charge payable directly or indirectly by you. If a government fee is introduced or changed we will tell you either by email, mail, or an advertisement in a national or local newspaper by the day the new charge takes effect. We do not have to tell you if the introduction or variation of the charge has already been publicised by the government, government agency or representative body.

We may not be able to give you notice of a change if:

- we need to make an immediate change to maintain the security of our system or individual accounts
- you have not provided us with your current postal or email address, so that we are able to reasonably locate you.

### 3.4 What happens when an account holder dies?

If any account holder dies, their legal representative, next of kin or the surviving account holder(s) must notify us as soon as possible in writing or by contacting us on **13 30 30**. An original certified copy of the Death Certificate must be provided to us.

We must complete the identification and verification of the executor or administrator of an account holder's estate before we provide information to them about the account, including the account number, the account balance and details of credit and debit interest and other transactions.

We may honour any cheque(s) dated on or before the date of death of the account holder, provided that:

- they are signed by the deceased account holder (or an authorised signatory if in accordance with the account signing authority)
- the cheque(s) are presented for payment not more than seven days after we received notice of the death
- there are sufficient available funds in the account.

#### 3.4.1 Release of funds – accounts held by one person

Upon notice of death of the account holder, withdrawals (other than cheques presented according to condition **3.4 - What happens when an account holder dies?**) will not be processed or permitted. However, on production of satisfactory documentation expenses such as funeral, medical or hospital accounts may be paid from the account.

Funds will be made available to executors or administrators, subject to the following being provided to us:

- any original documents or original certified copies of documents we may request to enable us to satisfactorily complete the identification and verification of the identity of executors, administrators or beneficiaries. (Funds will be only made available following our completion of that identification and verification process.)
- for accounts with a credit balance of less than \$15,000, the following documents must be provided to us - original certified Death Certificate, original certified Will, signed Indemnity Form (available from us on request) and Letter of instruction signed by the executor/s of the estate

- for accounts with a credit balance of more than \$15,000, the following documents must be provided to us - original certified Death Certificate, original certified Probate & Letter of Instructions signed by the executor/s of the estate
- any other satisfactory documentation that we agree to accept.

### 3.4.2 Release of funds – accounts held by more than one person

On the death of any account holder, we will automatically treat the balance in the account as belonging to the other holder or holders. This does not affect our rights at law and equity.

Upon receipt of an original certified copy of a death certificate for the deceased account holder and a letter from the surviving account holder(s) requesting that the account name be changed, we will transfer the account to the name(s) of the surviving account holder(s).

## 3.5 When we may combine your accounts

To clear any unauthorised debit balance in an account held in your name, we may transfer sufficient funds from another account (or from a loan account) held in your name (that is, we may 'combine' your accounts) at any time at our sole discretion.

We will give you notice after we have combined any of your accounts.

We will not combine your accounts if:

- we know the accounts or loan accounts are not held by you in the same capacity (for example, where you have a personal account and an account as a trustee)
- your debt to us arises from some business or activity other than banking
- we specifically agreed to keep your accounts and loan accounts separate, or if we deem that your dealings with us suggest such an agreement
- we are prevented from doing so by a code of conduct or law.

If we do combine your account:

- we will not include any loan account that is a limited recourse borrowing arrangement (ie a loan to an SMSF) in any action to combine accounts
- we will comply with any applicable requirements of the Code of Operation for Department of Human Services and Department of Veterans' Affairs Direct Debit Payments.

We do not have to combine an overdrawn account with an account that is in credit or a loan account that has available redraw to cover withdrawals already initiated on your account, unless we have agreed to such an arrangement.

We do not have to combine an account that is in credit with a loan account to cover loan arrears, unless we have agreed to such an arrangement.

If we do combine two or more of your accounts, we may also close any of your accounts and/or switch any of your remaining accounts into a different account type.



## 4. Keeping your access methods and account safe and secure

### 4.1 Safeguarding documents and access methods

It is important that you safeguard all documents and cheque books and access cards relating to or linked to your account. You may suffer loss if they are stolen.

You must phone us immediately on **13 30 30** (from within Australia) or on **+61 2 9761 9912** (from overseas) if these items are (or you suspect they are) lost, mislaid, misused, or stolen.

### 4.2 Keeping devices and security access codes secure

If you have a device and a security access code to access your account, you should keep them safe. The security of the device and security access code is very important. It may allow unrestricted access to your account.

You must make every effort to see that the device and security access code are not breached, misused, lost, stolen or otherwise compromised. You may incur liability for unauthorised use if you do not to observe the reasonable security requirements set out below.

#### 4.2.1 Your obligations as a user of an access method

You must keep your devices and security access methods secure by:

- in the case of an access card, signing the card as soon as it is received
- not recording or storing the security access code on any article normally carried with you, eg in your wallet in such a way that it can be obtained by any other person
- not permitting any other person to use your security access code
- not disclosing your security access code to any other person (including a family member, a friend or one of our staff or agents) for any reason
- using care to prevent anyone else seeing the keying in of your security access code on to a keypad or keyboard
- in the case of BankAssist, not revealing your full TelePIN to the BankAssist operator (only reveal the two digits requested)
- not using BankAssist service in such a way that your TelePIN or account number can be overheard by others
- logging off internet banking before leaving a computer or handset unattended
- in the case of BankFax not leaving details that may be observed by others
- taking reasonable steps to maintain the security of your hardware and software (such as installing anti-virus protection) and complying with any security guidelines issued by us from time to time.

You can obtain a copy of our latest security guidelines at [amp.com.au/securityguidelines](http://amp.com.au/securityguidelines) or by calling us on **13 30 30**.

#### 4.2.2 Can you record a memory aid for a security access code?

If you require a memory aid to recall your security access code you may make such a record provided the record is reasonably disguised.

However, we do not consider that the following examples provide a reasonable disguise, and therefore you should not:

- in the case of an access card, record the disguised Personal Identification Number (PIN) on the access card

- describe the disguised record as a ‘PIN’ or similar description
- record the disguised security access code by reversing the number sequence
- disguise the security access code using alphabetical characters or numbers (as in A=1, B=2, C=3, etc)
- disguise the security access code using any of the following combinations (or parts of them) - dates of birth, personal telephone numbers, car registration numbers, family members names, social security numbers, licence numbers
- store the security access code in any low security electronic device of any kind, such as (but not limited to) calculators, personal computers, electronic organisers, mobile phones or Mobile devices used for mobile banking.

There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning the security access code. You must exercise extreme care if you do decide to record your security access code on a memory aid.

### 4.3 Lost or stolen access cards/mobile devices or security access code revealed

You must tell us and ensure that any signatories or authorised third parties also tell us as soon as possible if:

- an access card is lost or stolen
- a mobile device used for mobile banking or digital wallet payments is lost or stolen
- you suspect that a security access code is known to someone else
- you suspect any unauthorised use of your account as a result of any of the above.

You must also provide all information we may require or request when any of these things occur.

If you do not notify us or you unreasonably delay in notifying us, you may be liable for unauthorised transactions (see condition **4.4 – Liability for unauthorised transactions**).

#### 4.3.1 Reporting lost or stolen access cards/mobile devices or revealed security access codes

If you are in Australia, you must notify us by phoning us on **13 30 30**.

If you are overseas, you must notify us by phoning us on **+61 2 8048 8249**.

#### 4.3.2 What happens next?

When you report such a matter to us, we may give you a notification number (or other form of acknowledgement). You should retain that number as confirmation of your report, and of the date and time of your report.

If you are unable to report to us because our contact telephone numbers are unavailable during particular periods, you are not liable for any unauthorised transaction which could have been prevented if you had been able to tell us. However, you must tell us within a reasonable time after our contact telephone numbers become available.

Upon receiving notification from you or an authorised signatory, we will cancel your or the authorised signatory’s access card (as applicable). New access card(s) must be issued as the existing access card(s) may no longer be used.

## 4.4 Liability for unauthorised transactions

### 4.4.1 When are you not liable?

You are not liable for loss resulting from an unauthorised transaction if:

- the loss is caused by fraudulent or negligent conduct by our employees’ or agents’ or an employee or agent of the electronic funds transfer system
- the loss resulted from the use of a device or security access code that was forged, faulty, expired or cancelled

- the loss related to a particular device or security access code and the loss occurred before you received that device or security access code
- the loss is caused by the same transaction being incorrectly debited more than once
- the loss occurred after you told us that your device had been misused, lost or stolen or the security of the security access code had been breached
- the loss occurred because of an unauthorised transaction made using an identifier without a security access code or device
- in our reasonable opinion you did not contribute to the loss.

#### 4.4.2 When are you liable?

You are liable for loss resulting from an unauthorised transaction only when you contribute to the loss, as described in conditions **4.4.2.1 - If you contributed to the loss** and **4.4.2.2 - Contribution to losses through unreasonable delay**.

##### 4.4.2.1 If you contributed to the loss

Where we can prove on balance of probability that you have contributed to the loss through your own fraud or contravention of the requirements set out in condition **4.2 - Keeping devices and security access codes secure**, you will be liable for the actual loss which occurred before you told us of a device being misused, lost or stolen or the security access code had been breached, but not the following amounts:

- the portion of loss which exceeds the daily transaction limit
- the portion of loss which exceeds any periodic transaction limit
- the portion of loss which exceeds the balance of your account (available credit limit if the account is a loan account).

You are deemed to have contravened the requirements in condition **4.2 - Keeping devices and security access codes secure** if you:

- wrote your PIN on their access card, or left an ATM without removing the access card
- disclosed the security access code to anyone including a family member or friend
- allowed someone else to use your security access code
- did not sufficiently disguise your security access code (see condition **4.2.2 - Can you record a memory aid for a security access code?** for what we consider not to be a reasonable disguise)
- acted with extreme carelessness in failing to protect your security access code.

##### 4.4.2.2 Contribution to losses through unreasonable delay

Where we can prove on balance of probability that you have contributed to the loss by your unreasonable delay in telling us after you become aware of the misuse, loss or theft of the device or breach of the security access code, you will be liable for any actual loss which occurred between:

- when you became aware or should reasonably have become aware that your security access code has been breached, misused, lost or stolen
- when you told us.

##### 4.4.2.3 Limit of your liability

Where neither condition 4.4.2.1 - If you contributed to the loss nor condition **4.4.2.2 - Contribution to losses through unreasonable delay** apply, you are liable for losses resulting from unauthorised transactions up to the smallest of these amounts:

- \$150

- the balance of your account
- the actual loss as at the time and date that we were told that your security access code has been misused, lost or stolen.

#### **4.4.2.4 Liability and transactions authorised by you**

No transaction entered into by you can be an unauthorised transaction for the purpose of condition **4.4 - Liability for unauthorised transactions**.

### **4.5 Liability in case of system or equipment malfunction**

This condition applies only to the use of access cards.

You should tell us about any service fault or difficulty as soon as you become aware of it by contacting us on **13 30 30**.

We are responsible for any loss from a transaction at an electronic terminal where our investigation shows that the loss is directly caused because of a terminal malfunction, or an institution system or institution equipment malfunction, and the claim is substantiated by an investigation.

We will correct the loss by making any necessary adjustment to the appropriate account (including adjustment of interest or fees and charges incurred because of the malfunction).

If we are responsible but you should reasonably have been aware of the malfunction or system unavailability, our liability is limited to correcting any errors in your account, and refunding any charges or fees inappropriately charged.

We are not liable for any loss you suffer because of a delay in a transaction through a merchant's eftpos terminal.

If the electronic banking system malfunctions, alternative manual procedures may be available from the merchant for retail point of sale transactions by using your access card and signing authorisation of the transaction.

# 5. Access Cards

## 5.1 Conditions for using an access card

An access card is issued by us to enable you to access available funds in the account(s) linked to your access card.

If your access card is lost or stolen or if your PIN is revealed, there is a risk that an unauthorised transaction may occur on your account. Unauthorised transactions can also occur on your account because of computer or human error or fraud.

See conditions **4.1 - Safeguarding documents and access methods** and **4.2 - Keeping devices and security access codes secure** for information on keeping your PIN secure.

Information on what to do if your access card is lost or stolen or if your PIN is revealed can be found in condition **4.3 - Lost or stolen access cards/mobile devices or security access code revealed**.

Further information on your liability for unauthorised transactions can be found in conditions **4.4 - Liability for unauthorised transactions** and **4.5 - Liability in case of system or equipment malfunction**.

**Caution!** When your access card is magnetically encoded and is exposed to a strong magnetic field or comes into contact with a plastic security access card, the encoded information may be destroyed. The access card may then be unusable in electronic terminals.

To enable you to gain access to the convenience of electronic banking terminals - ATM or eftpos - we will encode your access card and register your PIN, prior to it being issued to you. You can activate your access card by logging in to My AMP and following the prompts to activate your access card, or by contacting us in **13 30 30**.

If there is more than one of you, then you are jointly and severally bound to comply with these conditions and are liable for all amounts which are owing to us at any time on the account to which your access cards are linked.

Each access card remains our property.

We may issue replacement access cards at any time. See condition **5.7 - Cancellation and return of access cards** for when we may cancel an access card.

You may change your access card PIN online by logging into My AMP, the My AMP app or the AMP Bett3r app. If you change the PIN, you must not select a PIN which represents your birth date or a recognisable part of your name. If you do use an obvious PIN such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to us that the PIN has been misused or has become known to someone else.

## 5.2 Eligibility for access cards

Access cards are only available for account holders aged 13 years and over. Issue of access cards to holders under the age of 18 years is subject to the consent of all account holders.

## 5.3 Using your access card

### 5.3.1 Using your access card to obtain goods and services from a merchant

You can use your access card to obtain goods and services from merchants (such as shops, restaurants, and theatres) which accept your card, and if you hold a Visa Debit Card you may make purchases online and over the phone. Your Visa Debit Card is accepted anywhere in the world where the Visa logo is displayed.

When you make a transaction using your access card, an authorisation is sought by the merchant to AMP Bank to determine if sufficient funds are held in the account, the account is eligible for a transaction, and the status of the access card. In some cases, this authorisation will reduce the amount of available funds in your account but not your current balance. If the purchase or other transaction (for example - hotel security deposit) is not completed, the transaction amount may reduce the available balance for up to five business days.

### 5.3.2 Using your access card to obtain cash withdrawals

You can obtain cash from your account by using your access card and your PIN from ATMs and eftpos terminals that accept AMP Bank access cards.

If you're charged a fee directly by an ATM provider when you use any ATM in Australia, we'll give you a rebate by crediting the amount of the fee to your account. When you're using the ATM, you'll need to accept any fee charged by the ATM provider and we'll give you the rebate after the transaction. We can withdraw this rebate offer at any time.

Your primary account is linked to the savings (SAV) button of your access card, and CR button if you hold a Visa Debit Card. You may have a secondary account linked to the cheque (CHQ) button of your access card by calling us on **13 30 30**.

The minimum and maximum amount of cash you can obtain using your access card may vary depending at which ATM or eftpos terminal you use your access card.

We do not warrant that ATMs will always have money available.

Some merchants who have terminals may also allow you to withdraw cash at the same time as you pay for goods or services, and others allow cash only withdrawals at self-service checkouts.

### 5.3.3 Using your access card overseas

All transactions made in a foreign currency on your access card will be converted into Australian currency by Visa Worldwide and calculated at a wholesale market rate selected by Visa from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the central processing date (that is, the date on which Visa processes the transaction).

All transactions made in a foreign currency on the Visa Debit Card are subject to a currency conversion fee (see the Fees and Charges Guide available at [amp.com.au/bankterms](http://amp.com.au/bankterms) or by contacting us on **13 30 30**).

Some overseas merchants and electronic terminals charge a surcharge for making a transaction. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.

Some overseas merchants and electronic terminals allow you the option to convert the value of the transaction into Australian dollars at the point of sale, also known as dynamic currency conversion. Once you have confirmed the transaction you will not be able to dispute the exchange rate applied.

Before travelling overseas, you or your nominee should consult us to obtain the Visa Card Hotline number for your country of destination.

You must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs arising because of a failure to comply with them.

### 5.3.4 Vouchers

You agree that the amounts shown on each sales voucher or withdrawal slip are sufficient evidence unless proved otherwise of the cash price of the goods or services to which the voucher or withdrawal slip relates.

### 5.3.5 Using your access card - authorised signatories

Each authorised signatory may use their access card on the same terms as those which apply to you under this condition **5.3 - Using your access card**.

## 5.4 Daily limits at terminals

### 5.4.1 Cash limit - ATM and eftpos

There are daily limits applicable to the following access card transactions:

- cash withdrawals - at an ATM or eftpos terminal
- purchase transactions – PIN-based transactions where you insert the card into the eftpos terminal
- purchase transactions – contactless
  - under \$100 where no PIN is required (known as Visa payWave)
  - \$100 and above where a PIN may be required

We set out limits applicable to access cards on our website at [amp.com.au/bank](https://amp.com.au/bank).

We will notify you of any changes to these limits in accordance with condition **3.3.1 - What happens if we vary these terms and conditions?**

You agree that your access card will not be used to:

- overdraw any of your linked account(s)
- exceed the unused portion of your credit limit under any pre-arranged credit facility such as a line of credit or overdraft.

If you do either of these actions, we may:

- dishonour any payment instruction given
- charge you an administrative fee as advised to you from time to time.

We may at any time limit the amount of a Transaction if this is required for security or credit risk purposes.

You acknowledge that third party organisations including Merchants may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

Where an ATM owner charges a direct charge fee for an ATM transaction, this fee is included in the daily cash limit and this may limit your withdrawal. For example, if the daily cash limit is \$1000 and the ATM owner charges up to \$10 you will only be able to withdraw \$990.00.

## 5.5 Using a terminal

When you or an authorised signatory use your access card and PIN at a terminal, you authorise us to act on instructions entered into the terminal. Money is at your risk from when it becomes visible or available at an ATM.

If your purchase is not contactless or is over \$100 when contactless, you must use your PIN for point of sale transactions within Australia. Signatures will not be accepted for confirmation of purchase of goods and services within Australia but may be accepted outside Australia.

There is a risk that your account may be overdrawn by use of your Visa Debit Card. This could occur if an authorisation is processed when there are not sufficient cleared funds in your Account.

Refer to the terms and conditions relevant to your account available at [amp.com.au/bankterms](https://amp.com.au/bankterms) or by contacting us on **13 30 30** for more information about overdrawn accounts.

ATM providers can determine from time to time what transactions can be carried out at their ATMs.

## 5.6 Chargebacks

The process of obtaining a refund on a card transaction is called a chargeback.

We have specific timelines and circumstances that apply to the transaction investigation.

If you have a concern regarding a transaction on your card or to request a refund please call us on **13 30 30**.

### 5.6.1 Chargeback eligibility

A chargeback may apply where you have authorised a merchant to transact on your account using your AMP Visa Debit card to make a purchase, and you have a dispute with the merchant (for example - disputed payment, amount discrepancy, did not receive the goods), and you are unsuccessful in resolving the dispute with the merchant. Chargebacks do not apply to BPAY transactions or direct debits where you have provided the BSB and account number of your linked account.

If the ePayments Code is applicable to a disputed transaction, the timelines in condition **5.6.2 - Chargeback notification timelines** and condition **5.6.3 - Chargeback processing timelines** will not apply, and the provisions of the ePayments Code will apply.

### 5.6.2 Chargeback notification timelines

If you dispute a transaction, notify us immediately of the occurrence. Visa scheme timelines apply (notification within 75 days after the date of the transaction). If you do not notify us within that timeline, your rights to dispute the transaction may be lost. You may be liable for the amount of the disputed transaction where it can be shown that you have unreasonably delayed notifying us.

### 5.6.3 Chargeback processing timelines

We will only process a chargeback if the transaction is eligible as outlined in condition **5.6.1 - Chargeback eligibility** and if you have notified us within the timelines as outlined in condition **5.6.3 - Chargeback processing timelines**.

In all but exceptional cases we will take less than 60 days from receiving your complaint to complete our investigation. If we don't, we will:

- inform you of the reasons for the delay
- provide you with monthly updates on the progress of the investigation
- specify a date when a decision can reasonably be expected.

You will not be obligated to pay any disputed amount and related fees until the dispute is resolved.

We will claim a chargeback right, where one exists, for the most appropriate reason. If after an investigation we are satisfied that you are entitled to a chargeback, your Account will be credited for the amount debited in the transaction.

We will not accept any refusal for reimbursement by the merchant's financial institution unless it is consistent with the Visa scheme rules.

## 5.7 Cancellation and return of access cards

Access cards always remain our property.

We may cancel your access card at any time without notice for any reason. Without limiting the reasons why we may do so, this may happen if:

- security reasons mean it needs to be cancelled
- we reasonably consider you induced us to issue your access card by fraud
- we believe your access card is being used in a way that may cause loss to you or us
- your account becomes inactive for at least six months and has a nil balance
- your access card is not activated within 12 months of the issue date
- your activated access card is not used within 35 months of the activation date
- your account becomes overdrawn



- we have not been able to identify you and verify your identity, any any signatory on your account or any other person to whom access to your account has been provided, to our satisfaction
- we are concerned that the use of your access card may cause us to breach any obligation under any legislation, or to commit or participate in an offence
- we believe you have provided false or misleading information.

You must destroy and return all access cards on your account immediately if:

- we close the account
- we cancel your access cards
- we request you to do so.

We have discretion to not cancel your right to use your access card until it is returned to us. You remain responsible for all transactions made with your access card until it is returned to us.

Your access card can be cancelled by returning it to us (cut up) and advising us in writing to cancel it.

## **5.8 Use after cancellation or expiry of an access card**

You must not use your access card or allow any authorised signatory to use the access card:

- before the valid date or after the expiration date shown on the face of the access card
- after the access card has been cancelled.

You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your linked account(s) with us.

## 6. Digital wallet terms of use

These terms apply if you use your Visa Debit Card in a digital wallet. By registering your Visa Debit Card in a digital wallet you agree to these terms.

You must also comply with any additional terms and conditions issued by your digital wallet provider or your telecommunications service.

### 6.1 Your responsibilities to keep your device secure and notify us of errors or fraud

You agree to protect and keep confidential your access credentials (such as your user ID), phone lock passcode, passwords, biometric identifiers (eg a fingerprint) and all other information required for you to make purchases with your AMP Visa Debit Card using the digital wallet.

You must always protect your passcode by using a unique number or pattern that is not obvious or can be easily guessed. Take precautions when using your digital wallet. Try to memorise your passcode or carefully disguise it. Never keep a record of your passcode with your device, on your device or computer, or tell anyone your passcode. Do not allow another person to register their biometric identifier on your device.

If your device has been lost or stolen, or you believe your security credentials have been compromised, you must report this to us immediately. You must also contact us immediately if you believe there are errors or if you suspect fraud with your AMP Visa Debit Card, including if you believe there are errors or suspect any fraud associated with a digital wallet.

We will not be liable for any losses you incur using your AMP Visa Debit Card in a digital wallet except as specifically described in the our term and conditions, or as otherwise provided by law.

### 6.2 Using a digital wallet

The registration of your Visa Debit Card into a digital wallet is subject to us identifying and verifying you and is at our discretion.

Payments made via the digital wallet will be processed against the primary account linked to your Visa Debit Card.

Transaction limits that apply to your Visa Debit Card also apply to transactions using your digital wallet.

We do not promise that the digital wallet will be accepted at all merchants.

We are not the provider of the digital wallet and we are not responsible for its use and function. You should contact the digital wallet provider's customer service if you have questions concerning how to use the digital wallet or problems with the digital wallet.

We are not liable for any loss, injury or inconvenience you suffer because a merchant refuses to accept the digital wallet or because the digital wallet is unavailable.

We are not responsible if there is a security breach affecting any information stored in the digital wallet or sent from the digital wallet. This is the responsibility of the digital wallet provider.

### 6.3 Applicable fees

There are no additional transaction fees for using your AMP Visa Debit Card in a digital wallet. All applicable account fees still apply.

There may be charges from your telecommunications provider (such as carrier or mobile data charges) when using your device to access a digital wallet. You are responsible for these charges as set out in condition **7.1.2 - Mobile banking**.

#### **6.4 Suspension or removal of a card from a digital wallet by us**

We may block you from adding an otherwise eligible Visa Debit Card to the digital wallet, suspend your ability to use your Visa Debit Card to make purchases using the digital wallet, or cancel entirely your ability to continue to use your Visa Debit Card in the digital wallet.

We may take these actions at any time and for any reason if, for example:

- we suspect fraud with your Visa Debit Card
- you have an overdue or negative balance on the account to which your Visa Debit Card is linked
- we are required to by any applicable law (such as AML/CTF laws or sanctions laws) including if laws change
- this is necessary to restore the security of a system, any individual Visa Debit Card or an account
- we are directed to do so by the digital wallet provider, the applicable card scheme (such as Visa) or a regulatory or government body
- security reasons require that the use of your Visa Debit Card in a digital wallet be cancelled
- we reasonably consider that the addition of your Visa Debit Card to a digital wallet was induced by fraud
- we believe your Visa Debit Card is being used in a digital wallet in a way that may cause loss to you or us
- we cannot identify you and/or verify your identity, any signatory on your account or any person to whom access to your account is provided to our satisfaction
- we are concerned that the use of your Visa Debit Card in a digital wallet may cause us to breach any obligation under any legislation, or to commit or participate in an offence
- we believe you have provided false or misleading information.

We may also cease supporting the use of Visa Debit Cards in digital wallets at any time.

#### **6.5 Suspension or removal of a card from a digital wallet by you**

You may remove your Visa Debit Card from the digital wallet by following the digital wallet provider's procedures for removal.

#### **6.6 Devices with same digital wallet provider account**

If you add your AMP Visa Debit Card to one of your devices and have other devices sharing the same account ('other devices'), this may permit the AMP Visa Debit Card to be added to the other devices and permit users of the other devices to see AMP Visa Debit Card information. Please contact your digital wallet provider for more information.

#### **6.7 Your personal information and digital wallets**

We use your information in accordance with the AMP Privacy Policy available at [www.amp.com.au/privacy](http://www.amp.com.au/privacy).

You also agree that we may exchange information about you with the digital wallet provider and the applicable card scheme (such as Visa) to:

- facilitate any purchase you initiate using your AMP Visa Debit Card registered in a digital wallet
- detect and address fraud

- comply with applicable laws
- respond to regulatory or government inquiries.

The digital wallet provider may store this information outside Australia.

By registering your AMP Visa Debit Card in a digital wallet, you are providing consent for your information to be shared with these parties.

We may also share your information to make available to you in the digital wallet information about your AMP Visa Debit Card transactions, or to assist the digital wallet provider in improving the digital wallet. We are not responsible for any loss, injury or other harm you suffer in connection with the digital wallet provider's use of your information.

## 6.8 We may amend these terms at any time

We may amend these terms at any time without prior notice. We will notify any changes to these terms as set out in condition **3.3.1 - *What happens if we vary these terms and conditions?***

You will agree to any such amendments by keeping your AMP Visa Debit Card in the digital wallet.

# 7. Internet banking (My AMP) and phone banking (BankPhone)

These conditions apply to your use of My AMP (including the My AMP app and the AMP Bett3r app) and BankPhone. My AMP is our online internet banking service that allows you to conduct transactions and make enquiries in a secure way.

BankPhone is an automated phone banking service that allows you to conduct transactions and make enquiries in a secure way.

We will make reasonable efforts to ensure that information provided to you through My AMP and BankPhone is accurate.

You should only operate your AMP Bett3r Account using the AMP Bett3r app. If you operate the AMP Bett3r Account through My AMP or the My AMP app, its functions and features may not work correctly. We are not responsible for any AMP Bett3r Account functions or transactions that fail if you operate your AMP Bett3r Account using My AMP or the My AMP app.

There is a risk of unauthorised transactions occurring on your account. They may be from human or computer error or from fraud.

For information on how to ensure your customer number, TelePIN, security code or password are secure please see conditions **4.1 - Safeguarding documents and access methods** and **4.2 - Keeping devices and security access codes secure**. Information on what to do if your security access device is revealed can be found in condition **4.3 - Lost or stolen access cards/mobile devices or security access code revealed**.

Information on your liability for unauthorised transactions can be found in conditions **4.4 - Liability for unauthorised transactions** and **4.5 - Liability in case of system or equipment malfunction**.

From time to time, My AMP and BankPhone may not be available, for example due to systems maintenance.

## 7.1 Your customer number and how to use it

When you register for BankPhone you will be given a customer number and you will be required to select your TelePIN (see condition **11. - BankAssist** for information on TelePINs).

Each time you access BankPhone, you will be required to enter your customer number and your TelePIN.

You may change your TelePIN at any time by calling BankAssist or BankPhone. We will advise you how to do this.

See conditions **4.1 - Safeguarding documents and access methods** and **4.2 - Keeping devices and security access codes secure** for guidance on how to select and safeguard your TelePIN.

### 7.1.1 Your security code and how to use it

We may send a security code to your mobile phone to complete an action you are performing. You will be required to enter that security code in My AMP (including your access through mobile banking) to complete the action. If we send this security code to your mobile phone, you have only one attempt at entering the code.

If you make a mistake, you will need to request another security code and enter that new security code. If you do not receive a security code or if you fail on the third attempt to enter the correct security code, you will be unable to complete the transaction at that time.

### 7.1.2 Mobile banking

You must download the My AMP app or AMP Bett3r app (as applicable) to your mobile device and read and accept the terms and conditions of use to access your account using mobile banking.

The My AMP app and AMP Bett3r app provide access to a mobile banking service for payment and funds transfer functions through My AMP. Some functions may differ between My AMP, the My AMP app and the AMP Bett3r app. Refer to the terms and conditions in the My AMP app and AMP Bett3r app for available functions and terms of use.

Changes to the functions or functionality of the AMP Bett3r Account will be made from time to time through an update to the AMP Bett3r app. You must ensure that your mobile device is set to notify you of app updates and you agree to install any update to the AMP Bett3r app before continuing to operate the AMP Bett3r Account. It is your responsibility to ensure that you are always running the latest version of the AMP Bett3r app.

## 7.2 Cut off times for fund transfers

If you submit a request for transaction that is an external transfer (that is, a transfer to an account held with another financial institution) on a business day by 4.00pm (Sydney time) the transfer will be complete on that business day subject to any errors, difficulties or faults in providing the service.

If the transfer is completed on a non-business day or after 4.00pm (Sydney time) on a business day, the transfer will be completed on the next business day, subject to any errors, difficulties or faults in providing the service.

## 7.3 Transactions

With the exception of the AMP Bett3r Account, you may perform transactions on your account using any of the services available through BankPhone, My AMP or the My AMP app. Transactions on your AMP Bett3r Account must be performed using the AMP Bett3r app.

You can use BankPhone to check your balance and transaction history, perform BPAY transactions (if your account permits this access method) and transfer money between your accounts. You can also reorder deposit or cheque books or change your BankPhone TelePIN.

Subject to your account terms and conditions you can use My AMP to:

- view account information, transfer funds between your AMP Bank accounts or to and from other bank accounts
- create and maintain scheduled payments, transfers and pay bills using BPAY
- register bank accounts for pay anyone transactions
- view transaction histories, change personal details, e.g. phone numbers, reorder cheque and deposit books
- change your My AMP username and password
- send secure messages to us (subject to the signing authority or authorities to operate on your account).

Not all transaction services are available on all products. For details of the transaction services available on your account refer to our website at [amp.com.au](http://amp.com.au), or contact us on **13 30 30**.

You acknowledge that we may limit the amount of any transaction you initiate using My AMP, the My AMP app, the AMP Bett3r app and BankPhone. Transfers from your account to accounts registered through My AMP are limited to a total of \$5,000 per registered account per business day, unless you request a different daily limit and we agree to your request.

When transferring money from your account to another account (to a 'payee'), you must ensure that you provide the correct BSB and account number details for the payee, as the receiving bank may not validate the payee's account name but may rely solely on the BSB and account number.

If you have linked a payee to your account, that payee's name (or the name you may have assigned to that payee), BSB and account number details may be viewed by any joint account holder and any authorised signatory for any accounts on which you are an account holder or signatory in My AMP. Payments to a payee can only be made from the account to which the payee is linked.

The name you assign to any payee is controlled by you. If you do not wish to disclose the name of a payee to another signatory or account holder, you may use a different name, a code or a pseudonym to identify the payee.

### 7.3.1 Mistaken internet payments – when transferring funds to third party accounts

A mistaken internet payment occurs when you incorrectly enter payee details for an internet banking or mobile banking transfer to external account.

If you do provide incorrect payee details (such as the wrong BSB and/or account number) we will still process the transfer but the funds may be transferred to an incorrect account or other recipient, and NOT to the payee you intended to receive the funds.

If you become aware that the payee details you provided were incorrect and funds have been transferred from your account based on incorrect payee information, you should report this to us immediately by contacting us on **13 30 30**, or through BankFax or My AMP secure email.

We subscribe to the ePayments Code and the following rules and obligations apply when the other authorised deposit-taking institution (ADI) also subscribes to the ePayments Code. (These rules don't apply to BPAY payments. See condition **8. - BPAY** for information about mistaken BPAY payments.)

### 7.3.2 Mistaken internet payments to third parties - obligations on you and us

You:

- must take care to enter or select the correct information about the intended recipient when making a transfer. We may not always be able to recover the funds from an account into which the mistaken payment was made
- should report a mistaken internet payment to us as soon as possible by contacting us on **13 30 30** or through BankFax or My AMP secure email.

We:

- will investigate when you notify us of a mistaken internet payment
- notify you of the outcome of our investigation, in writing and within 30 business days of you reporting the mistaken internet payment to us.

When you make a report, we and the receiving ADI both need to be satisfied that a mistaken internet payment occurred.

If we are not satisfied that a mistaken internet payment occurred, we are not required to take any further action other than to notify you of this in writing within 30 business days of your report.

If the receiving ADI received a request from us to return the funds but is not satisfied that a mistaken internet payment occurred, they may seek their customer's consent to return the funds to you. If consent is provided, we will return the funds to you as soon as practicable.

If we are satisfied that a mistaken internet payment occurred, we will request the receiving ADI to return the funds. We rely on them telling us if there are sufficient funds in the recipient's account to cover the amount of the mistaken internet payment.

If they advise there are insufficient funds in the recipient's account, we rely on them to use reasonable endeavours to recover the funds from their customer for you (e.g. by arranging payment of the funds by instalments). If they are not able to recover the funds from the recipient, you will be liable for losses arising from the mistaken internet payment.

If we are both satisfied that a mistaken internet payment occurred and there are sufficient funds to cover the amount the following processes apply depending on when you reported the mistaken internet payment.

Where you reported the mistaken internet payment to us within 10 business days of making the transaction, the receiving ADI must:

- acknowledge our request for return of funds
- return the funds to us with five business days of receiving our request if practical, or if longer is required, up to a maximum of 10 business days.

We will then return the funds to you as soon as practicable.

Where you reported the mistaken internet payment to us between 10 business days and seven months of making the transaction, the receiving ADI must complete investigation within 10 business days of receiving our request, and if satisfied a mistaken internet payment occurred:

- prevent their customer withdrawing the transferred funds for a further 10 business days
- notify their customer they have a period of 10 business days (from the date the funds were prevented from being withdrawn) to establish they are entitled to the funds
- return the funds to us within two business days if, at the end of the 10-business day period, their customer was not able to establish their entitlement to the funds.

We will then return the funds to you as soon as practicable.

Where you reported the mistaken internet payment to us after seven months of making the transaction, the receiving ADI must:

- seek the consent of their customer to return the funds
- if their customer consents, they must return the funds to us as soon as practicable.

We will then return the funds to you as soon as practicable.

### 7.3.3 Mistaken internet payments – receiving funds from third party accounts

If we are notified by a sending ADI that funds have been credited to your account as the result of a mistaken internet payment by its customer, we will act in accordance with our obligations as the receiving ADI, including the obligations to return funds from your account to the sending ADI where applicable.

## 7.4 My AMP, mobile banking and BankPhone availability

My AMP, the My AMP app, the AMP Bett3r app and BankPhone (automated service) are generally available 24 hours a day, seven days a week (subject to systems availability and maintenance).

In the event that the services are not available, please contact us on **13 30 30** to discuss alternative arrangement.

## 7.5 Use of secure messaging and email

You can use the secure message feature of My AMP, or send us email from the email address that we have on your customer record to our email address **info@ampbanking.com.au**, to initiate (or to instruct us to conduct) banking transactions.

If you send us an email from an email address that is not the email address that we have on your customer record to our email address **info@ampbanking.com.au** or any other published contact email address, you may only request general information or provide feedback.

## 7.6 Our liability for loss or consequences

You acknowledge, subject to your rights implied at law which cannot be excluded, that we are not liable for any loss or other consequences which result from:

- any action taken or not taken by a third party if your transaction involves that third party



- any information provided to us which may be inaccurate
- any damage to your personal computer, phone, software or related equipment and facilities as a result of accessing My AMP or BankPhone.

## 7.7 Cancelling My AMP, mobile banking or BankPhone

You may cancel your access to My AMP, the My AMP app, the AMP Bett3r app or BankPhone at any time by contacting us on **13 30 30**. If you cancel your access to My AMP, the AMP app, the AMP Bett3r app or BankPhone, this cancellation only applies to your access to your account and does not affect the access other account holders, authorised signatories or authorised third parties may have to your account.

We may cancel your access to My AMP, the AMP app, the AMP Bett3r app or BankPhone for all your accounts at any time if we believe that continued use of the service may cause a loss to you or to us.

You must immediately cease to use the My AMP app and/or the AMP Bett3r app and remove the app(s) and all associated data from your mobile device if we request you to do so.

## 7.8 Changes to My AMP, mobile banking and BankPhone services

We will notify you about any changes to My AMP or BankPhone services in accordance with condition **3.3.1 - *What happens if we vary these terms and conditions?***

# 8. BPAY

AMP Bank is a member of the BPAY Scheme. If BPAY is an access method available on your account the following conditions apply.

There is a risk of unauthorised, or fraudulent or mistaken payments occurring on your account if you use BPAY. Please see condition **8.1.5 - Adjustments** for details of your liability for unauthorised transactions.

## 8.1 BPAY Scheme

### 8.1.1 How to use the BPAY Scheme

BPAY payments can be made by using My AMP, the My AMP app, the AMP Bett3r app and BankPhone.

You must comply with the terms and conditions applying to your account when you initiate a BPAY payment, and the terms and conditions applying to the access method you use to make a BPAY payment, unless those terms and conditions are inconsistent with or expressly overridden by the BPAY terms and conditions set out in in this condition **8. - BPAY**. The BPAY terms and conditions will apply where there is any inconsistency.

You acknowledge that the receipt by a biller of a mistaken or erroneous payment does not or will not constitute part or whole satisfaction of any underlying debt owed between you and that biller, under any circumstances.

### 8.1.2 Valid payment direction

We will treat your instruction to make a BPAY payment as valid if, when you give it to us, you comply with the security procedures specified in these terms and conditions.

### 8.1.3 Information you must give us

When you initiate a BPAY payment you must input all of the following information:

- the biller code (printed on your bill near the BPAY logo)
- your customer reference number (printed on your bill near the BPAY logo)
- the amount to be paid
- the account to be debited.

We will then debit the account you specify with the amount of that BPAY payment. You acknowledge that we will not be able to initiate a BPAY payment if you do not give us all of the above information, or if any of the information you give us is inaccurate.

### 8.1.4 Payments

We will not accept an order to stop a BPAY payment once you have instructed us to make that BPAY payment. You should notify us immediately if you become aware that you may have made a mistake when instructing us to make a future dated BPAY payment.

If possible and if the payment has not been debited to your account, we will attempt to stop the transaction. If the payment has already been debited, or we are unable to stop the transaction, see condition **8.1.5 - Adjustments**.

If you did not authorise a BPAY payment that has been made from your account condition **8.1.5 - Adjustments** describes when and how we will arrange for such a BPAY payment to be refunded to you.

Subject to condition **8.5 - When a biller cannot process a payment**, billers who participate in the BPAY Scheme have agreed that a BPAY payment you make will be treated as received by the biller to whom it is directed:

- on the date you make that BPAY payment, if you tell us to make it before our payment cut-off time on a business banking day
- on the next business banking day, if you tell us to make a BPAY payment after our payment cut-off time on a business banking day, or on a non-business banking day. See condition **8.8 - Cut-off times for BPAY** for the cut-off times.

#### **8.1.4.1 Delays in processing payments**

A delay might occur in the processing of a BPAY payment where:

- there is a public or bank holiday on the day after you tell us to make a BPAY payment
- you tell us to make a BPAY payment either on a day which is not a business banking day or after the payment cut-off time on a business banking day
- another financial institution participant in the BPAY Scheme does not comply with its obligations under the BPAY Scheme
- a biller fails to comply with its obligations under the BPAY Scheme.

#### **8.1.4.2 Continued delays**

While it is expected that any delay in processing under these BPAY terms and conditions for any reason set out in condition **8.1.4.1 - Delays in processing payments** will not continue for more than one business banking day, any such delay may continue for a longer period.

### **8.1.5 Adjustments**

#### **8.1.5.1 Prompt processing of payments**

We will attempt to make sure that your BPAY payments are processed promptly by the participants in the BPAY Scheme, including those billers to whom your BPAY payments are to be made.

Adjustments may consist of mistaken payments, unauthorised payments, processing errors or refunds.

You must tell us promptly if:

- you become aware of any delays or mistakes in processing your BPAY payments
- if you did not authorise a BPAY payment that has been made from your Account
- if you think that you have been fraudulently induced to make a BPAY payment.

We will follow the BPAY Scheme rules to rectify any such matters in relation to your BPAY payments in the way described in this condition.

However, except as set out in this condition **8.1.5 - Adjustments** and condition **8.7 - Consequential damage**, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.

#### **8.1.5.2 Mistaken payments and refunds**

Where you have made a BPAY payment and provided incorrect details, this is known as a mistaken payment. Examples of mistaken payments are:

- duplicated payments (where you have made a payment twice in error)
- incorrect information input in the transaction
- you may have paid the wrong BPAY recipient
- incorrect payment amount (where you have paid an amount different to that requested in a bill and you have overpaid the BPAY recipient).

An underpayment is not a mistaken payment and you can make another BPAY payment for the difference between the amount actually paid to a BPAY biller and the amount you wanted to pay.

When you report a mistaken payment to us, we will notify the BPAY recipient institution.

We may require you to provide your customer reference number or other information about the BPAY payment to assist the investigation.

They will reply to us within 2 business banking days of our request with the outcome of their investigation.

Where the BPAY recipient institution accepts that it is a mistaken payment, we will lodge an adjustment instruction to request the funds be returned from the BPAY recipient institution and they will process a refund or partial refund promptly.

#### **8.1.5.3 Unauthorised transactions**

Unauthorised transactions occur where they are induced by the fraud of a person involved in the BPAY Scheme, or where a BPAY payment is made in accordance with a payment direction which appeared to us to be input by you or on your behalf but for which you did not give authority.

When you report an unauthorised transaction to us, we will notify the BPAY recipient institution. We may require you to provide your customer reference number or other information about the BPAY payment to assist the investigation.

The BPAY recipient institution will reply to us within 7 business banking days of our request with the outcome of their investigation.

Where the BPAY recipient institution accepts that it is an unauthorised transaction, we will lodge an adjustment instruction to request the funds be returned from the BPAY recipient institution promptly.

#### **8.1.5.4 Processing errors**

Where a BPAY payment is made incorrectly as a result of an error by us, BPAY or another BPAY subscriber, or a third-party service provider, for example a duplicated payment or file, this is known as a processing error.

If this occurs, we will submit an adjustment instruction to effect the return of funds to your nominated account.

#### **8.1.5.5 Order of priority**

Where more than one adjustment type can be allocated to an adjustment, the adjustment will be dealt with in the following priority:

- unauthorised transaction
- mistaken payment
- refund
- processing error.

#### **8.1.6 Indemnity against our loss**

You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- did not observe any of your obligations under these BPAY terms and conditions
- acted negligently or fraudulently in connection with these BPAY terms and conditions.

## **8.2 Complaints and resolving BPAY disputes**

If you have a query or complaint relating to BPAY, please contact us on **13 30 30**. Your query will be logged and passed on to the person who has the authority to deal with it. Your query or complaint will be handled within 10 banking days where possible (please refer to condition **12.4 - Complaints and resolving disputes** for further details).

## **8.3 Changes to BPAY terms and conditions**

Subject to any legislation or code of practice we may change this condition **8. - BPAY**. If we make any such change, we will notify you in accordance with the notification obligations under the relevant legislation or code of practice.

## 8.4 Suspension

We may suspend your right to participate in the BPAY Scheme at any time. The circumstances in which we may suspend your right to participate are:

- if you breach any of this condition **8. - BPAY**
- if we reasonably consider that you, or someone acting on your behalf is acting fraudulently.

## 8.5 When a biller cannot process a payment

If we are advised that your payment cannot be processed by a biller, we will advise you of this and credit your account with the amount of the BPAY payment so that you can make a payment to the biller using an alternate method.

## 8.6 Account records

You should check your account records carefully and contact us as soon as you become aware of any BPAY payments that may be mistakes or are BPAY payments that you did not authorise, or you think were made by someone else without your permission.

## 8.7 Consequential damage

Subject to any legislation or codes of practice to the contrary, we are not liable for any consequential loss or damage you suffer, as a result of using the BPAY Scheme.

The only exception being any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods or services and which may not be excluded, restricted or modified at all or only to a limited extent.

## 8.8 Cut-off times for BPAY

BPAY payments processed by us:

- before 5.00pm (Sydney time) on a business banking day, will be sent to the biller that night, subject to any errors, difficulties or faults in providing the service
- after 5.00pm (Sydney time) on a business banking day or on a non-business banking day, will be sent to the biller on the night of the next business banking day, subject to any errors, difficulties or faults in providing the service.

Funds will usually be available to the biller on the day after they are sent but are dependent on their processing schedule.

# 9. Direct debits, recurring and periodical payments, direct credits and telegraphic transfers

## 9.1 Direct debits

A direct debit is a transfer of funds from an account (a withdrawal) that is initiated by the account or party receiving the funds (the payee).

Direct debits can be initiated from loan accounts to make repayments to the loan account from another account.

Initial deposits for a term deposit may be debited to an account (held with us or another financial institution that you have registered with us) to obtain the funds to establish the term deposit.

Direct debits withdrawing from your account are permitted on other deposit accounts, and then only if your account product allows these types of transactions.

### 9.1.1 Setting up a direct debit

If direct debits can be initiated from your account, they can only be established to debit an account held with us, or another financial institution.

You must complete a Direct Debit Request form (or the relevant section of an application form) to establish a direct debit.

Direct debits may not be available on a credit cards or other type account you hold with any paying financial institution that has not been verified by us.

If you wish to set up a direct debit or to transact on an account by direct debit, then the conditions set out in the Direct Debit Request Service Agreement in condition **9.1.2 - Direct debit request service agreement**, and as included on the Direct Debit Request form or account application form apply.

### 9.1.2 Direct debit request service agreement

AMP Bank will withdraw money from your nominated account on the terms specified below. Fees and charges may apply. See the Fees and Charges Guides available at [amp.com.au/bankterms](http://amp.com.au/bankterms) for details.

- 1 The first time money is withdrawn from your nominated account, you automatically agree to these conditions. These conditions then apply to all withdrawals from your nominated account.
- 2 If, subject to legislation or codes of practice, we change the Direct Debit Request Service Agreement, we will notify you 14 calendar days in advance of any change. If you disagree with this change, please notify us within these 14 calendar days.
- 3 Please contact us on **13 30 30**, by fax if you have BankFax, secure email or mail at least three business days before the due date if you want to:
  - change your direct debit, eg the amount you pay, how often you pay or deferring payment due to unforeseen circumstances. A new Direct Debit Request form will have to be completed.
  - change your nominated account details. Complete a new Direct Debit Request form. The account to be debited must be in the same name as your AMP Bank account and you must provide full details of the account statement you are debiting.
  - cancel the agreement.
  - stop or defer an individual payment. Requests to stop or cancel direct debits may be made to us or the paying financial institution directly.

- 4 If you want to dispute a debit that has been made from your account, we will respond to you within five business days (disputes involving transactions over one year old may take longer to investigate and respond to). If you are not satisfied with our response to your dispute, you can lodge a formal claim with the paying financial institution of your nominated account. (See condition **12.4 - Complaints and resolving disputes** for further details).
- 5 If the payment date is on a weekend or public holiday in Sydney, we will process your payment on the next business day. If you are uncertain as to when the debit will be processed from your nominated account, you should contact the paying financial institution directly.
- 6 You must make sure that sufficient cleared funds are available in your nominated account on the payment date. If there are insufficient funds and the paying financial institution dishonours the payment, any charges incurred:
  - by the paying financial institution may be debited from your nominated account.
  - by us may be debited from your account.

You must advise us in writing, or by fax if you have BankFax if you close your nominated Account.

- 7 If your direct debit request is dishonoured by the paying financial institution, the value of the dishonoured drawing will be debited to your account. An dishonour fee may also apply.

If there are insufficient funds available in your account to cover the full value of the dishonoured direct debit request we may use reasonable endeavours to retrieve the funds from you, which may include legal action.

We also reserve the right to cancel the direct debit request if any debit is returned unpaid by the paying financial institution.

If a direct debit to your account is received by us and we are unable to honour the request a dishonour fee may apply.

- 8 We will keep the paying financial institution account details confidential.

However, we will disclose these details:

- if you give us permission
- if a court order applies or we are otherwise compelled by law
- to settle a claim
- if a financial institution involved in the transaction requires information for the purpose of settling a claim/dispute.

You authorise:

- us to verify the details of the nominated account with you or the paying financial institution.
- the paying financial institution to release information allowing us to verify the nominated account details.

**Warning:** Please ensure that when completing the account details for your direct debit request you enter them correctly as we will not be liable for any loss or other consequences arising from the account details being inaccurate. Your account details can be found on a previous bank statement or cheque book.

Direct debits may not be available from all accounts. If you are not sure whether direct debits are available on your nominated account or of your account details, check with the paying financial institution before nominating your account for a direct debit.

- 9 You indemnify us against all losses, costs, damages and liability that we suffer as a result of you giving us incorrect or false information in your direct debit request.

Your indemnity:

- extends and covers all changes you make to your direct debit request
- continues after the Direct Debit Request Service Agreement is ended.

If you:

- tell us to cancel your direct debit and we are not the paying financial institution or
- advise us that a direct debit on your account was unauthorised

we will not require you to raise your request with or advise the relevant debit user/merchant or paying financial institution. We will promptly process your request or deal with your advice.

You should note that if you have more than one account or contractual relationship with one debit user/merchant and you tell us to cancel your direct debit in relation to only one account and we are not the paying financial institution, you may end up cancelling all your direct debit arrangements with the same debit user/merchant.

When that happens, you may have to re-establish new direct debit requests with the debit user/merchant for your other unaffected accounts. It is your own responsibility to ensure that all your contractual obligations with your debit user/merchant are met.

## 9.2 Recurring payments

You may set up a recurring payment to debit your account by providing your 16-digit Visa Debit Card number to authorise an external party to transact at recurring intervals on the primary account linked to your Visa Debit Card.

To cancel the authority for the recurring payment, you must notify the external party initiating the payment before the next transaction due date. We are required to process transactions from the institution, merchant or individual while the authority remains in place.

If the external party does not cancel the recurring payment at your request, you may be eligible for a chargeback as described in condition **5.6 - Chargebacks**.

## 9.3 Periodic payments

A periodic payment (also known as a 'scheduled payment') is a transfer of funds made at your request from your account to a specified account (held with us or another financial institution) on a certain date or on a regular basis.

You may set up a periodic payment online in My AMP, or using the My AMP app or by setting up a bill in the AMP Bett3r app (for AMP Bett3r Account holders).

You can also complete a Periodical Payment Authority form and send it to us. The form must be signed in accordance with your account signing authority. You can obtain the form from our website at **amp.com.au** or by contacting us on **13 30 30**.

Your periodic payment authority will remain in force until:

- we receive either written notice from you to cancel or vary the authority, or notice of the death, bankruptcy or insolvency of any of you
- you cancel it through internet or mobile banking
- the authority is cancelled by us.

If the date for a periodic payment request falls on a non-business day, your payment will be made on the next business day following the scheduled payment date, unless you request otherwise.

We may decide not to make a periodic payment if there are insufficient cleared funds in your Account on the date scheduled for the transfer. If we do not make the payment for this reason, we may still charge you a fee (see the Fees and Charges Guides at **amp.com.au/bankterms** for details).

We do not have to inform you if a periodic payment is not made.

If you request that more than one periodic payment be made on any date, we will determine the order in which they are paid.

You can:

- arrange for a periodic payment to be stopped if you notify us before the date that the payment is to be made



- arrange for a periodic payment to be altered if you notify us at least two business banking days before the payment is made
- cancel a periodic payment authority at any time.

You can make these changes through internet or mobile banking, or you can request us to make any of these changes by writing to us or contacting us on **13 30 30**.

## 9.4 Direct credits

A direct credit is a transfer of funds to an account (a deposit) that is initiated by the account or party sending the funds (the payer).

For example, you may have your salary (or other regular payments) credited to your account by your employer. You should arrange this through your employer.

We are not liable for any payments which you expect to receive by direct credit that you do not receive.

If you wish to cancel or alter your direct credit, you should contact the party forwarding the funds to your account.

## 9.5 Telegraphic transfers

An overseas telegraphic transfer transmits funds to an overseas bank account (beneficiary) in a specified currency. A domestic telegraphic transfer transmits funds to an Australian financial institution account in Australian dollars.

We may use a correspondent to act on our behalf for the purpose of these telegraphic transfers.

To the extent permitted by law, we will not be liable for any loss or damage suffered as a result of us acting on these instructions in good faith, or from delays in us or any correspondents making payment pursuant to these instructions, or from errors in the beneficiary financial institution details you provide, or for any loss or damage resulting from any act or omission of any correspondents.

When you request a telegraphic transfer, it is your responsibility to ensure that;

- there are sufficient cleared funds in your account when the withdrawal is made for the telegraphic transfer
- to check that the beneficiary details you provide are correct
- to check your account statement to verify that the amounts withdrawn from your account are correct.

If there are insufficient cleared funds in your account when the withdrawal for the telegraphic transfer is made (according to your instructions), we are not required to make any payment to the beneficiary and are not liable for any loss you may suffer as a result of any delay or failure of the payment to the beneficiary.

We are not obliged to act upon a telegraphic transfer if any of the beneficiary information you provide is incomplete or incorrect.

Overseas telegraphic transfers can be sent in most currencies but are subject to arrangements both with the correspondent and beneficiary financial institution. The exchange rate for your overseas telegraphic transfer will be a sell rate determined at the time of the transfer.

Domestic telegraphic transfers can only be sent in Australian dollars.

If you ask us to, we will phone you to confirm the details of the transfer including any exchange rate, conversion amount and any transaction charges that apply. However, if we are unable to contact you on the phone number you provide, the transaction will proceed without further confirmation.

Fees and charges may apply for telegraphic transfers (both international and domestic). Please refer to the Fees and Charges Guides available by contacting us on **13 30 30** or from our website at [amp.com.au/bankterms](http://amp.com.au/bankterms) for details).

Fees and charges may also be applied by any beneficiary or correspondent financial institution that handles the telegraphic transfer.

Telegraphic transfers cannot be stopped or altered once a transaction instruction is made.

### 9.5.1 Overseas telegraphic transfer timelines

The time taken for a telegraphic transfer payment to be received by the beneficiary depends on the banking systems of correspondents through which the payment is made, and the provision of correct and complete beneficiary details. Money sent overseas will normally be available for payment to the beneficiary between two to five business days from when we process your telegraphic transfer instructions.

The time in which your payment is received by the beneficiary is subject to circumstances beyond our control (e.g. public holidays in the beneficiary bank's country, problems or delays in the processing of the payment message by the correspondents or the beneficiary bank). Payment of the transferred money to the beneficiary bank is the responsibility of correspondents and the timing of the payment is therefore beyond our control.

### 9.5.2 Domestic telegraphic transfer timelines

The time taken for a domestic telegraphic transfer payment to be received by the beneficiary depends on the beneficiary's banking systems through which the payment is made and the provision of correct and complete beneficiary details. Money sent to an Australian financial institution account will normally be available for payment to the beneficiary by close of business from when we process your telegraphic transfer instructions.

The time in which your payment is received by the beneficiary is subject to circumstances beyond our control (e.g. public holidays in the beneficiary financial institution's state or territory, problems or delays in the processing of the payment message by the beneficiary financial institution).

# 10. Cheques

A cheque is a written order to a bank to pay a sum of money on demand.

For details of accounts that are eligible for cheque access please refer to our Deposit Products Terms and Conditions document available on our website [amp.com.au/bankterms](http://amp.com.au/bankterms), or contact us on **13 30 30**.

If your cheque book is lost or stolen there is a risk that an unauthorised transaction may occur on your account. There is a risk that a cheque may be misappropriated, and you may be liable for the amount on the cheque if it is intercepted before it reaches the payee or as a result of poor drafting it is altered by another person.

See conditions **10.1 - Writing cheques** to **10.5 - Cancelling cheque access** for information on how to write a cheque, stopping payments on cheques and what to do if your cheque book is lost or stolen.

## 10.1 Writing cheques

Where cheque access is permitted on your account, you can write cheques to make payments from the available funds in your account.

All cheques must be completed, clearly stating the name of the person or company to whom the cheque is made out (the payee), the amount of the cheque in words and figures, and the date the cheque is written.

Cheques must be signed by the authorised signatories in accordance with your account signing authority (see condition **2.4.1 - Authority to operate – signing authority** for further details).

When writing a cheque care should be taken to make sure it is accurate, properly crossed and signed.

Here are some rules to follow when writing a cheque:

- never sign a blank cheque. You may lose it and someone may fill in the details. You will be liable for the amount of the cheque.
- do not leave spaces between words or figures in the amount, because it is easy to alter the cheque if you do
- always write the amount of the cheque in words as well as figures because words are harder to change
- start the amount in words as close as possible to the left-hand side. Start the figures as close as possible to the dollar sign (\$).
- put the correct date on the cheque. You should not postdate your cheque (e.g. date in the future).
- do not write on the cheque in pencil or ink that can be rubbed out.

If you want to alter a cheque you have written (e.g. you have made a mistake) you must sign your name or initials as close as possible to the alteration.

We suggest that you cross a cheque - that is, put two parallel lines across the face of the cheque and write 'not negotiable' between the lines. See condition **10.1.1 - Crossing a cheque** for further details.

You must have sufficient available funds in your account to cover the cheque when it is presented for payment, otherwise we may dishonour the cheque and you will be charged a dishonour fee.

Unless you have stopped a cheque (see condition **10.2.1 - Stopping payments on cheques** for further details) you are liable for the amount of the cheque if it is presented for payment.

### 10.1.1 Crossing a cheque

Crossing a cheque with two parallel lines means that it can only be paid into a bank account. You may cross a cheque with or without the words 'not negotiable' between them.

Crossing a cheque prevents an unauthorised person from cashing the cheque but may not prevent the unauthorised person from depositing the cheque into a bank account.

An uncrossed or open cheque is one that does not have two parallel lines across it. Such uncrossed or open cheques should state 'Pay Cash' or have the payee's name written on it.

An uncrossed cheque can be presented by any person to a financial institution and exchanged for cash. If the cheque was lost or stolen and presented for payment by a person who found it or stole it, payment could be made to that person.

#### 10.1.2 What does 'not negotiable' mean?

The words 'not negotiable' written between the two parallel lines of a crossed cheque means that where the cheque is transferred, the person who obtains the cheque has the same rights as the person who transferred it.

For example, your cheque may be stolen and then passed on by the thief to another person. That person may then obtain payment for the cheque. In this example, if the cheque was crossed and marked 'not negotiable', the person from whom the cheque is stolen might recover the amount of the cheque from the person who obtains payment of the cheque, even though that person may not have done anything wrong.

#### 10.1.3 What does 'account payee only' mean?

If you write 'account payee only' on a crossed cheque either together with or instead of 'not negotiable', you are directing the bank collecting the cheque to pay the cheque into the account of the person named on the cheque only.

#### 10.1.4 What does 'or bearer' mean?

These words appear at the end of the line in which you enter the name of the person to be paid. If you leave the words 'or bearer' and do not cross the cheque and write 'not negotiable' on it, then a bank can pay the amount on the cheque to anyone who has the cheque, even if they stole it. We would not be liable to refund the money to you.

If you cross out the words 'or bearer' and a payee wants to transfer the cheque to someone else, the payee must first sign the back of the cheque and name the person to whom the cheque is being transferred to.

## 10.2 Payments on cheques

All cheques are paid and debited to your account in the order we receive them. You should not postdate cheques (ie dated in the future). Cheques which are post-dated are paid as we receive them, if there are available funds in your account. They are not held until the date on the cheque.

We may also not pay a cheque drawn on your account if it is presented to us for payment 15 months or more after the date which appears on the cheque, even if there are sufficient funds in your Account to pay that cheque.

We may charge you a dishonour fee if we do not pay a cheque you have drawn on your account because there are insufficient available funds (see the Fees and Charges Guides available at [amp.com.au/bankterms](http://amp.com.au/bankterms) for details).

### 10.2.1 Stopping payments on cheques

You can cancel or stop payment on a cheque before payment on the cheque has been made by contacting us on **13 30 30**, or through BankFax, or My AMP secure email. Please provide the number of the cheque and details such as the amount, the payee and the date of the cheque.

We will put a stop on your cheque and confirm your request in writing (if the cheque has not been presented). We may charge a fee for stopping payment on a cheque (see the Fees and Charges Guides available by contacting us on **13 30 30** or from our website at [amp.com.au/bankterms](http://amp.com.au/bankterms) for details).

### 10.3 Incomplete cheques

If a cheque is presented to us for payment and it is unsigned, undated, or has no payee included, we may pay or dishonour the cheque at our discretion. We may charge a fee for dishonouring your cheque (see the Fees and Charges Guides available by contacting us on **13 30 30** or from our website at [amp.com.au/bankterms](http://amp.com.au/bankterms) for details).

If the amount in words and figures is different on a cheque, we pay the lesser amount without notifying you. If we decide to pay an incomplete cheque, we can still recover from you any money which you may owe us as a result of us paying the cheque.

### 10.4 Lost or stolen cheque books

Your cheque book allows access to your account. You must keep it in a safe place. Do not leave signed, blank cheques in your cheque book.

If your cheque book is lost or stolen, you must tell us immediately by contacting us on **13 30 30**, or using BankFax, or My AMP secure email. If you do not tell us immediately, you may be liable for cheques paid by us in good faith.

### 10.5 Cancelling cheque access

If you no longer require cheque access to your account, you must tell us in writing or by contacting us on **13 30 30**, and you must then return all unused cheques to us.

If you cancel your cheque access, you must retain enough available funds in your account to cover all cheques written, which were not yet presented when you cancelled your cheque access.

Cheques presented after your account is closed will be dishonoured.

We may cancel any unused cheques at any time without notice for any reason. We will notify you as soon as possible after the cancellation. Without limiting the reasons why we may cancel an unused cheque, this may happen if:

- we reasonably consider you induced us to issue any cheque book by fraud
- we believe the cheques are being used in a way that may cause loss to you or us
- your account becomes inactive and in the case of deposit accounts, the account has a nil balance or becomes overdrawn
- we have not been able to identify you and/or verify your identity, any signatory on your account or any other person to whom access to your account has been provided to our satisfaction
- if we are concerned that the issue of a cheque on your account may cause us to breach of any obligation under any legislation, or to commit or participate in an offence
- we believe you have provided false or misleading information.

You must return all unused cheques immediately if you or we close your account, or we request you to do so.

### 10.6 Depositing a cheque

You can deposit any cheque, payable to one or more account holders, by mailing the cheque to us.

You can deposit a cheque into your account using Bank@Post at Australia Post outlets, but only if the cheque is payable to the person named on an access card linked to your account, which must be presented when making the deposit.

The amount of the cheque will usually be credited to your account on the day it is deposited at Australia Post, or on the day we receive it if it is mailed.

Although a cheque will be credited to your account when you deposit the cheque, you cannot start withdrawing and using that money immediately. You must first wait for the cheque to be cleared. See **10.7 - Clearing a cheque** for cheque clearance times.

If you present a cheque payable to someone else or it appears to belong to someone else (third party cheque) we need to be satisfied that it is correctly signed over (endorsed) to you before we will accept the cheque for deposit.

To deposit a cheque into your account it must be made payable to you or AMP Bank Limited, or we must be satisfied that it is correctly signed over (endorsed) to you. We may not accept cheques that do not comply with these terms and conditions. We may return any cheques received for deposit to your account, if your account has been closed.

You must mail us any cheque in a foreign currency to be deposited to your account. Foreign currency cheques cannot be processed by Australia Post.

If a cheque in foreign currency is under \$200 (AUD Equivalent), it will be processed to your account within one to two days of receipt by us. The foreign currency exchange rate will be a buy rate determined at the time of processing. We will contact you to confirm the details of the transaction including the exchange rate, conversion amount and any transaction charges that apply after processing.

If the cheque in foreign currency is over \$200 (AUD Equivalent), we will send it as a bill for collection for conversion. The foreign currency exchange rate will be applied by the bank converting the cheque at the time of processing. We will contact you to confirm the details of the transaction including the exchange rate, conversion amount and any transaction charges that apply after processing.

Fees and charges may also be applied by any beneficiary or correspondent financial institution that handles the foreign currency cheque/draft.

Fees and charges may apply for the Foreign Currency draft/cheque (see the Fees and Charges Guides available by contacting us on **13 30 30** or from our website at [amp.com.au/bankterms](http://amp.com.au/bankterms) for details).

## 10.7 Clearing a cheque

Proceeds of cheques may not be available after they are deposited, until they have been processed in accordance with normal banking business. This could take a number of days but is generally three to five working days. If it is an overseas cheque, the proceeds may not be available until it has been cleared by the overseas bank.

You can contact us on **13 30 30** to find out how long it usually takes for a cheque to be processed.

The steps involved in clearing a cheque are usually:

- you deposit a cheque you have received into your Account
- we credit the money to your Account
- we send the cheque to the cheque clearing house which then sends it to the drawer's bank
- the drawer's bank checks the validity of the cheque and that there is enough money in their customer's account to pay the cheque
- they will then pay the proceeds of the cheque to us.

## 10.8 Special clearance of a cheque

You can request faster clearance of a cheque deposited into your account. You can ask for special clearance at the time of deposit, and we will provide you with an estimate of the time it will take plus the cost involved (see the Fees and Charges Guides available by contacting us on **13 30 30** or from our website at [amp.com.au/bankterms](http://amp.com.au/bankterms) for details).

Special clearance is not available for deposits made through Bank@Post.

## 10.9 Bank cheques

A bank cheque is a cheque issued on behalf of a bank rather than a cheque written from a customer's account. Bank cheques are a secure way of making payment when personal cheques would not be accepted (i.e. house or bond deposit).

In most circumstances, a bank will only dishonour or stop payment of a bank cheque if:

- it is a forgery or is unauthorised
- it has been materially altered
- it has been reported as lost or stolen
- a court has made an order to restrain payment
- the bank does not receive payment for the cheque.

We may require you to sign an indemnity form before we can cancel or stop payment on a bank cheque.

If you purchase a bank cheque, your account is debited with the amount of the bank cheque (and any fees) on the day that the bank cheque is issued by us. This is usually before the bank cheque is presented for payment.

Fees apply for bank cheques. See the Fees and Charges Guides available by contacting us on **13 30 30** or on our website at [amp.com.au/bankterms](http://amp.com.au/bankterms) for details.

# 11. BankAssist

This condition applies to phone enquiries made and instructions given to us by phone using our BankAssist service.

You may use BankAssist to:

- make account enquiries (such as details of transactions and account balances)
- make enquiries on how to use or access BPAY
- transfer money between your accounts or to registered bank accounts
- register bank accounts. Total transfers to accounts registered through BankAssist are limited to a total of \$5,000 per registered account per business day, unless you request a different daily limit and we agree to your request.
- change your TelePIN
- order deposit or cheque books, re-order deposit or cheque books
- such other services that we allow from time to time.

BankAssist is available by contacting us on **13 30 30** from 8.00am to 8.00pm Monday to Friday and 9.00am to 5.00pm Saturday and Sunday (Sydney time).

There is a risk of unauthorised transactions or fraud occurring on your account if your TelePIN, PIN, secret word or password is revealed or compromised.

Please see conditions **4.1 - Safeguarding documents and access methods** and **4.2 - Keeping devices and security access codes secure** for information on keeping your security access device secure.

Information on what to do if your security access device is revealed can be found in condition **4.3 - Lost or stolen access cards/mobile devices or security access code revealed**.

Information on your liability for unauthorised transactions can be found in conditions **4.4 - Liability for unauthorised transactions** and **4.5 - Liability in case of system or equipment malfunction**.

## 11.1 Your TelePIN and how to use it

The first time you use BankAssist, you will be required to set up a TelePIN, secret word and security questions. We will advise you how to do this.

Please see conditions **4.1 - Safeguarding documents and access methods** and **4.2 - Keeping devices and security access codes secure** for guidance on how to select and safeguard your TelePIN or your secret word.

You will be required to provide two digits from your TelePIN, or your secret word whenever you wish to perform transactions by phone.

In certain circumstances we may require you to provide some other personal identifying information to perform BankAssist functions.

Some transactions cannot be performed through BankAssist. These are transactions for which we need your written signature or transactions on an AMP Bett3r Account. Please contact us on **13 30 30** to find out the requirements for any transaction you wish to perform.

You will be able to perform transactions in relation to all of your accounts for which you are an independent signatory with your TelePIN.



## 11.2 Joint accounts and BankAssist

If your account is a joint account and the authority to operate is not 'any to sign', access to the account by BankAssist is limited.

In this case, requests to process transactions or change account information will need to be authorised by all of you.

If your account is a joint account and the authority to operate is 'any to sign' you may perform any transaction except for changing the personal details of any other account holder.

## 11.3 Company and trust accounts and BankAssist

If your account is in the name of a company or other organisation or you hold the account as a trustee, access to the account by BankAssist is limited.

Requests to process transactions or change account information may need to be authorised by all signatories.

## 11.4 Transactions and BankAssist

You may transact on your account through BankAssist in any of the ways permitted under the terms and conditions applying to that account and in terms of the signing authority for your account, except for the following:

- until we receive sufficient identification (see condition **2.1 - What you need to provide when you apply – personal details and identification requirements**) you may not be able to transact on your account
- we may limit the types of transaction available or the amount of any transaction.

We will make reasonable efforts to ensure any transactions requested by you are performed.

## 11.5 Changing your TelePIN

If for any reason you wish to change your TelePIN, please contact us on **13 30 30**. We will tell you how to do this.

Please see conditions **4.1 - Safeguarding documents and access methods** and **4.2 - Keeping devices and security access codes secure** for guidance on how to select and safeguard your TelePIN.

## 11.6 National Relay Service

The National Relay Service is an Australia-wide phone access service providing phone solutions for people who are deaf or have a hearing or speech impairment. All calls through the National Relay Service are relayed through a relay officer, who is the central link in every call. There is no additional fee in using this service.

If you would like to use the National Relay Service to access your account, you may apply to register for this service by completing and returning a National Relay Service Registration form to us or on your application form. The form can be found at [amp.com.au/nationalrelayserviceform](http://amp.com.au/nationalrelayserviceform). Use of the National Relay Service to access non-registered accounts is at our discretion.

## 12. Other important information

### 12.1 Banking Code

The Banking Code sets out standards of practice and service to be followed by the banking industry. We comply with the Banking Code. Each relevant provision of the Banking Code applies to your account if you are an individual or small business, as defined in that code.

A copy of the Banking Code is available on our website at [amp.com.au/bankterms](http://amp.com.au/bankterms).

### 12.2 ePayments Code

The ePayments Code regulates consumer electronic payment transactions, including ATM, eftpos and credit card transactions, online payments, internet and mobile banking, and BPAY.

We warrant that we comply with the current ePayments Code.

A copy of the ePayments Code is available on the ASIC website at [asic.gov.au](http://asic.gov.au).

### 12.3 When times are tough

If for some reason you are experiencing financial difficulties and believe you will or may have trouble meeting your commitments, please call us as soon as possible to discuss the situation and your options for a possible solution or arrangement.

If your deposit account is a joint account and you are experiencing financial difficulty, we may assist you without involving the other person initially.

If requested by you in writing, we may deal with your financial counsellor, however we will deal with you if we have made reasonable, unsuccessful attempts to contact your financial counsellor.

You can contact us on **13 30 30** to be directed to AMP Bank Credit Services for assistance with financial hardship.

### 12.4 Complaints and resolving disputes

#### 12.4.1 What you need to do

If you have a complaint concerning matters covered by these terms and conditions (including any apparent error in a transaction or an unauthorised transaction or an error on your statement), you must tell us as soon as possible and provide all required information as reasonably requested by us.

You may tell us by:

- calling us on **13 30 30**
- mailing us at AMP Bank, Locked Bag 5059, PARRAMATTA NSW 2124
- emailing us at [info@ampbanking.com.au](mailto:info@ampbanking.com.au)

#### 12.4.2 When and what information is available to you?

Information about our internal and external processes for resolving complaints is in our Financial Services Guide which is available on our website at [amp.com.au/amp/financial-services-guide](http://amp.com.au/amp/financial-services-guide), or by contacting us on **13 30 30**.

### 12.4.3 What we need to do

If your complaint cannot be resolved at first contact, we will keep you informed of the progress and aim to give you a full response to your complaint within 21 business days.

If the complaint can be resolved to your satisfaction within five business days of you making the complaint, we will not provide you with a written response unless you have asked for a response in writing.

If the complaint is not resolved within 21 days, we will advise you that more time is required and keep you informed at regular intervals of the status of your complaint.

Other than in exceptional cases we will take less than 45 days from receiving your complaint to complete our investigation. If we don't, we will:

- inform you of the reasons for the delay including the reasons for the delay
- provide you with monthly updates on the progress of the investigation
- specify a date when a decision can reasonably be expected.

When we complete our investigation, we will:

- provide you with a written response including:
  - the outcome of the investigation including the reasons for our decision with reference to any relevant provisions on the terms and conditions
  - your rights to refer the complaint to an external dispute resolution provider
  - the name and contact details of the external dispute resolution provider.

If we decide that your deposit account has been incorrectly debited or credited, we will promptly adjust your account (including any interest and/or charges) and tell you the amount that has been debited or credited to your account as a result.

If we decide that your account has not been incorrectly debited or credited, or (in the case of unauthorised transactions) that you have contributed to at least part of the loss, we will:

- provide you with copies of any document or other evidence on which we based our decision
- advise you whether there was any system or equipment malfunction at the time of the transaction.

We will accept part or full responsibility for the amount that is the subject of your complaint if we:

- fail to observe the above complaint investigation procedures
- fail to allocate liability in accordance with these terms and conditions
- fail to communicate to you the reasons of our determinations

and the failure contributed to a decision against you, or the failure unreasonably delayed the resolution of your complaint.

Section 4.4 of this document includes more information regarding your liability in the case of unauthorised transactions.

### 12.4.4 Not satisfied with our decision?

#### **Your options**

If you're not satisfied with the resolution of your complaint, you can ask the AMP Customer Advocate for assistance or you can contact the Australian Financial Complaints Authority .

#### **AMP Customer Advocate**

The AMP Customer Advocate can help you by reviewing your complaint to ensure the outcome is fair and reasonable. you will not be disadvantaged in any way if you ask the AMP Customer Advocate to review your complaint and AMP will honour the outcome of the review. You can contact our Customer Advocate by:

- Phone: **1300 074 235**
- Email: **customeradvocate@amp.com.au**
- Post: AMP Customer Advocate, Level 11, 33 Alfred St, SYDNEY NSW 2000

### **Australian Financial Complaints Authority (AFCA)**

AFCA deals with unresolved complaints from consumers in the financial system.

- Phone: **1800 931 678**
- Email: **info@afca.org.au**
- Post: Australian Financial Complaints Authority, GPO Box 3, MELBOURNE VIC 3001
- Website: **www.afca.org.au**

Please note that for AFCA to consider your complaint you must raise it with them within two years of the date of our response to your complaint.

## **12.5 Privacy and confidentiality**

### **12.5.1 Privacy and your personal information**

We collect and handle your personal information (including credit-related personal information) in accordance with the Privacy Act 1988 (Cth) and also in accordance with the AMP Privacy Policy, available at **amp.com.au/privacy**.

### **12.5.2 Protecting your confidentiality**

We will meet our general duties under law to protect your confidentiality and handle your personal information in accordance with:

- the notice(s) we provide to you when we collect your personal information
- the AMP Privacy Policy
- the Privacy Act (1988)
- our general duties under law.

The AMP Privacy Policy is available on our website at **amp.com.au/privacy**.

## **12.6 Tax matters**

### **12.6.1 Your Tax File Number (TFN)**

We are authorised to collect your TFN under the Taxation Administration Act 1953. Your TFN will be kept private and confidential at all times. The collection and use of TFNs are strictly regulated by tax laws and the Privacy Act.

We collect your TFN to determine if we must withhold any amount from interest we pay to you on your account.

You are not obliged to provide your TFN however if you do not provide us with your TFN, or information regarding your exemption status, we are required to deduct withholding tax at the highest marginal tax rate plus Medicare levy from any interest paid on your account. If withholding tax is deducted from an interest amount payable to you on your account, depending on your tax residency status, you may be entitled to claim this back when you lodge your Australian tax return.

If we deduct withholding tax, within 14 days of a financial year end we will provide you with a statement that summarises the interest payments from which withholding tax was deducted, and the amount of tax deducted.

If you have given us your TFN or information regarding your exemption status, we do not deduct tax from the interest payable on your account.

We also collect TFN information because we must disclose your TFN to a superannuation fund or other account provider if you transfer the balance of your account to that superannuation fund or other account provider.

If more than one person holds the account, the Australian Taxation Office (ATO) requires at least two TFNs (or exemption details) from those persons to be provided. If these are not provided, we are required to deduct withholding tax at the highest marginal tax rate plus Medicare levy from any interest payable on your account.

If a formal trust is established and the account is held in a trust name, the trustee may quote the TFN of the trust.

Some people are exempt from providing their TFN. They may include:

- pensioners
- children under 16 whose interest income is less than the amount specified by the Australian Taxation Office
- religious and voluntary organisations that are exempt from tax.

Contact the Australian Taxation Office for more information relating to whether or not you are tax exempt from withholding tax.

### 12.6.2 If you are not a resident in Australia

If you are not resident in Australia, we are obliged by law to deduct non-resident withholding tax from any interest payable on your account.

Within 14 days of a financial year end we will provide you with a statement that summarises the interest payments from which withholding tax was deducted and the amount of tax deducted.

### 12.6.3 If you are a foreign tax resident

If you are a foreign tax resident you must provide us with details of your country of tax residency and your Tax Identification Number (TIN) or provide a reason for not having one. This information is required so that we can comply with the Common Reporting Standard (CRS) and the Foreign Account Tax Reporting Compliance Act (FATCA) requirements.

Foreign tax residency information must be provided by both individuals and entities (such as companies, unregulated trusts, partnerships, and associations). For some types of entities foreign tax residency information must also be provided for the controlling persons of that entity.

Information about CRS can be found on the Australia Taxation Office, Organisation for Economic Co-operation and Development and Internal Revenue Service websites.

- [ato.gov.au/CRS](http://ato.gov.au/CRS)
- [oecd.org/tax/automatic-exchange/common-reporting-standard/](http://oecd.org/tax/automatic-exchange/common-reporting-standard/)
- [irs.gov](http://irs.gov)

## 12.7 Other financial services

You agree that we may send you information about services (including financial, credit card and insurance services) we or any related bodies corporate offer.

## 12.8 Financial Claims Scheme

In the unlikely event that we become insolvent, the Australian Government may activate the Financial Claims Scheme and at that time you may be entitled to payment under the Financial Claims Scheme.

Information about the Financial Claims Scheme can be obtained from [fcs.gov.au](http://fcs.gov.au) and the APRA hotline on **1300 131 060**.

For more information, call **13 30 30** or go to [amp.com.au/bankterms](http://amp.com.au/bankterms).

## 12.9 Electronic communication

### 12.9.1 Electronic communication from us

We may contact you or provide information and notices to you electronically to your nominated electronic address (for example, via SMS or email) in addition to, or as an alternative to, any other methods of communication detailed in these terms and conditions. You must regularly check your nominated electronic address for electronic communications.

Some electronic communications may include links to detailed information on a website.

If we send you an electronic communication, we may not send you a paper copy.

If you do not want to receive electronic communications from us or want to change where you receive electronic communications, you can let us know at any time by updating your communication preferences in writing, on My AMP or by calling us on **13 30 30**.

AMP Bett3r Account holders must receive electronic communications.

We may accept and send non-account specific information electronically, unless you have specifically requested that we do not send you electronic communications. Even if you request that we do not send you electronic communications, we may send you important electronic communications relating to your accounts, such as account updates and fraud alerts.

### 12.9.2 Electronic communication from you

You may send a request to us to execute transactions or perform maintenance (such as changing your address) on your account electronically. We may contact you to confirm your request before acting on it.

We can accept all documents electronically so long as they are from your nominated electronic address and authorised in accordance with the signing authority on your account, with the exception of those documents for which we require the original or original certified copies, such as verification of identity documents.

You will obtain a fax delivery confirmation for each BankFax instruction or request you send to us. You will not receive a delivery confirmation when you submit documentation to us via email, unless you request a read receipt on the email you sent.

If your account or access details are left unattended at a fax machine or a public computer, others may be able to access your account. If this happens, there is a risk of unauthorised transactions or fraud on your account. Please refer to section 4.4 of this document for more information about liability for unauthorised transactions.

#### 12.9.2.1 Email instructions

Email instructions that you send to us must be sent to the email address shown at the end of these terms and conditions.

All instructions must be signed in accordance with your signing authority and include the name of the account, the account number and clear instructions.

It is your responsibility to notify us of any changes to your email address, as only one email address for each account holder may be stored for personal correspondence via email.

#### 12.9.2.2 BankFax Instructions

BankFax instructions that you send to us must be sent to the fax number shown at the end of these terms and conditions.

All instructions must be signed in accordance with your signing authority and include the name of the account, the account number and clear instructions.

### **12.9.2.3 When we will act**

We may act on fax or email instructions if it reasonably appears to us that the instruction has been appropriately authorised by you including by being sent from your email address, from your fax number or the instructions are duly signed by you or another authorised signatory on your account.

We will not act on instructions that are not appropriately authorised, or where your instructions are unclear.

We may refuse to act on any instruction for any reason or refuse to act until we receive confirmation of the instructions from you by other means, including by telephone. We will make reasonable efforts to ensure any instructions are acted upon as quickly as reasonably possible.

### **12.9.2.4 Indemnity**

You indemnify us against any loss we suffer because we act on any fax or email instructions that reasonably appears to us to have been authorised by you, including by being sent from your email address, from your fax number or the instructions are duly signed by you or another authorised signatory on your account.

### **12.9.3 Cancelling electronic communication**

You may withdraw your consent to electronic communications at any time in My AMP. Alternatively you can notify us by email, by calling us, by fax or in writing.

Withdrawing your consent may delay our execution of any subsequent instructions you may give to us as you may then need to instruct us by phone, or in writing by mail (including providing any supporting documents by mail).

We may cancel your access to electronic communication at any time by giving you reasonable notice if we believe that continued use may result in loss to you or to us.

## 13. Important words and what they mean

This condition contains a glossary of important words used in our product documents, such as terms and conditions and Product Disclosure Statements (PDS). You should refer to this glossary to help you understand our terms and conditions documents and PDS.

**access card** means an AMP Visa Debit card, AMP Bett3r Visa Debit Card, or other card issued by us which allows you to access funds in an account linked to your access card.

**access method** means any method authorised by us to allow you to give us instruction to make transactions to or from your account. Access methods may be used together with devices, identifiers, security access codes, or a combination of these. Examples of access methods are: access card, cheque, BankAssist, internet banking and BankPhone.

**account** means (unless the context requires otherwise):

- an AMP Bank deposit account
- in relation to the AMP Bett3r Account, one or all of the linked Bett3r Pay, Bett3r Spend, or Bett3r Save
- an AMP Notice Account or an AMP 6-month Notice Account (including the 'on-notice' account established during a withdrawal period).
- an AMP Bank loan account

issued by AMP Bank Limited ABN 15 081 596 009, Australian credit licence 234517, AFSL No. 234517.

**account balance** means at any time, the difference between all amounts credited and all amounts debited to an account under the terms and conditions of that account. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.

**account management fee** means the fee charged each month for managing and maintaining your account.

**ACMS** means the AMP Cash Management Service.

**AML/CTF laws** means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 and any Regulations made from time to time.

**AMP Bett3r Account** means either the AMP Bett3r Deposit Account or the AMP Bett3r Offset Account comprising Bett3r Pay, Bett3r Spend, and Bett3r Save linked together to operate through the AMP Bett3r App as if they were one bank account.

**AMP Bett3r app** is AMP's app mobile banking service to access the AMP Bett3r Account on mobile devices.

**AMP Group** means AMP Limited ABN 49 079 354 519 and its subsidiaries which are all related bodies corporate.

**ATM** means an automatic teller machine.

**authorised deposit-taking institution (ADI)** means a financial institution in Australia which is supervised by the Australian Prudential Regulation Authority (APRA) and authorised under the Banking Act 1959 (Cth) to accept deposits from the public.

**authorised signatory** or **signatory** means, in relation to an account, you (unless you are a minor under the age of 13 years) and any person authorised by you to sign on the account.

**authority to operate** means the authority of any person (unless they are a minor under the age of 13 years) to operate and sign on an account. An account can only be operated in accordance with the signing authority.

**authority to sign** means the same as authority to operate.



**BankAssist** means our staff-assisted phone service which can be used to make account enquiries and request assistance with transactions.

**BankFax** means our fax banking service which can be used to, for example, make account enquiries and provide account instructions.

**Banking Code** means the Australian Banking Association code of practice for banks, as adopted by us.

**BankPhone** means our automated phone banking service which can be used to, for example, make account enquiries and conduct transactions.

**Bett3r Pay** means the linked bank account set up in the AMP Bett3r Account to receive Income and reserve funds for payments and bills.

**Bett3r Save** means the linked bank account set up in the AMP Bett3r Account for the allocation of save goals for each My Cycle period.

**Bett3r Spend** means the linked bank account set up in the AMP Bett3r Account for allocation of funds that have not been reserved in Bett3r Pay or transferred to Bett3r Save.

**bill** is a record that you create in AMP Bett3r Pay to represent an amount of money that held aside for payment (either manually or automatically) on a prescribed date.

**biller** is an organisation which issues bills to customers that customers can pay through the BPAY Scheme.

**BPAY** is an electronic payments scheme which allows you to make bill payments from Accounts. It is accessed through internet banking or BankPhone.

**business banking day** means any day on which banks in Sydney can effect settlement through the Reserve Bank of Australia.

**business day** means a day when we are open for normal banking business in Sydney, other than a Saturday, Sunday, or public holiday in NSW (including bank holidays).

**contactless** means a method of purchasing from a merchant at a point of sale by waving the card or device over a reader.

**customer name** is the name in which the account is held and in the case of a joint Account is the names of all joint Account holders.

**customer number** means a number for use in conjunction with BankPhone or My AMP. This may be the same as your access card number or a number determined by us. You should advise your preference when you request My AMP or BankPhone.

**debit balance** means the account is overdrawn, ie you owe us money.

**device** means:

- a physical device issued by us to you for use with electronic equipment to access your account, for example an access card or such other types of devices that we may issue to our customers from time to time
- a device such as a smartphone, tablet or smartwatch using an Android or IOS operating system, which we determine is eligible for the registration of the AMP Visa Debit Card to be used in a digital wallet.

**digital wallet** means the electronic payment app available on a device such as a smartphone, tablet or wearable to allow payments to be made as if you were using your AMP Visa Debit Card.

**digital wallet provider** means the provider of a digital wallet.

**direct credit** means a transfer of funds to an account (a deposit) that is initiated by the account or party sending the funds (the payer).

**direct debit** means a transfer of funds from an account (a withdrawal) that is initiated by the account or party receiving the funds (the payee).

**dispute** means you are not satisfied with our initial decision regarding your complaint and you request a review of the decision.

**eftpos** means an Electronic Funds Transfer at Point of Sale transaction.

**electronic communication** means any communication sent by us to you, or you to us, by electronic means.

**electronic funds transfer** transactions are funds transfers initiated by giving an instruction, through electronic equipment (including electronic terminals such as an ATM, computer, television, and phone) and using an access method (excluding cheque) to us (directly or indirectly) to debit or credit your Account.

**eligible loan account** is any home loan we allow to be part of an offset arrangement, as listed at [amp.com.au/eligibleloanaccounts](http://amp.com.au/eligibleloanaccounts).

**Fees and Charges Guides** are the guides which detail the fees and charges that apply on deposit accounts, loan accounts and for various special services. These guides should be read in conjunction with the relevant product terms and conditions, product disclosure statements, loan agreements, loan conditions and account access and operating terms and conditions.

**Financial Claims Scheme** is the Financial Claims Scheme for account holders with insolvent ADIs, set out in the Banking Act 1959 (Cth).

**financial institution** means any entity that provides financial services involving the independent management of money for clients or members. This includes, but is not limited to, banks, building societies, credit unions, money market corporations, finance companies, securitisers, life insurance, general insurance, superannuation/pension funds, public unit trusts/mutual funds, cash management trusts, health insurance funds, private investment funds, hedge funds, friendly societies, and prime brokers and any other entity as defined by the Australian Prudential Regulatory Authority (APRA).

**income** means one or more sources of funds regularly paid into the Bett3r Pay account.

**internet banking** means our online internet banking service and includes My AMP, My AMP app, and AMP Bett3r App.

**limited recourse borrowing arrangement** is a loan made to a self-managed superannuation fund, as defined in sections 67A and 67B of the Superannuation Industry (Supervision) Act 1993 (Cth).

**mobile banking** means access to My AMP through the My AMP app or AMP Bett3r app on a mobile device.

**mobile device** means an internet enabled device connected to the internet via cellular or wireless connection (such as a smart phone or tablet).

**My AMP** means AMP Bank's online internet banking service.

**My AMP app** is AMP's app for Mobile Devices which supports mobile banking services, and superannuation account services.

**My Cycle** is the recurring time period over which your budget is calculated within the AMP Bett3r Account.

**offset arrangement** means the link between the offset deposit account, or Bett3r Pay, Bett3r Save, and Bett3r Spend linked offset accounts (in a AMP Bett3r Offset Account) and an eligible loan account enabling interest offsetting to occur.

**offset deposit account** means one or more accounts in an offset arrangement or linked together as an AMP Bett3r Offset Account.

**offset loan account** means an eligible loan account in an offset arrangement.

**password** means the initial password provided by us and a password selected by you and used with your User ID to access My AMP.

**pay anyone transaction** means a transfer (withdrawal) from your account to an account held with an external party (for example a financial institution) that is initiated from your account.

**periodic or periodical payment** means a recurring or scheduled transfer (withdrawal) from your account to another account held with us or with another financial institution, or to a third party, that is initiated from your account. Also known as a scheduled payment.

**personal customer** means an individual (or sole trader), and excludes any customer which is a company, trust, co-operative, incorporated or unincorporated association, government body, partnership, or financial institution.

**PIN** means a Personal Identification Number used with an access card or for accessing mobile banking (as applicable).

**PINpad** means an electronic device which allows you to identify yourself using your PIN rather than your signature or another form of identification.

**receiving ADI** is an Authorised Deposit-taking Institution holding an account into which a payment or transfer of funds is received.

**recurring payment** means a regular debit from your account initiated by an external party that you arrange by quoting your 16-digit AMP Visa Debit Card number.

**redraw** means any amount available for withdrawal from your loan account as a result of your making additional payments to your loan account, under the terms and conditions of your loan account.

**related bodies corporate** has the meaning defined in section 50 of the Corporations Act 2001.

**repayment date** has the meaning defined in the Loan Conditions of your Loan Agreement.

**sanctions laws** means any sanctions laws implemented by the United Nations Security Council, and any Australian autonomous sanctions regimes, and any other sanctions laws that we are subject to from time to time.

**save goals** are savings goals set up in the AMP Bett3r Account.

**scheduled payment** means a recurring or scheduled transfer (withdrawal) from your account to another account held with us or with another financial institution, or to a third party, that is initiated from your account. Also known as a periodic or periodical payment.

**secret word** means the personal identification word selected by you and used with BankAssist.

**security access code** includes your customer number, PIN, TelePIN, security code, password, pass code and any such other identification information which we may introduce later, that is intended to be known only to you, that we require you to keep secret and you may be required to provide each time you access your account.

**self-managed superannuation fund or SMSF** means a superannuation fund that is regulated by the Australian Taxation Office (ATO) which has up to four members, as defined in section 17A of the Superannuation Industry (Supervision) Act 1993 (Cth).

**sending ADI** is an authorised deposit-taking institution holding an account from which a payment or transfer of funds is sent.

**shell bank** means a corporation or financial institution that:

- is incorporated in a foreign country, and
- is authorised to carry on banking business in that country, and
- does not have a physical presence in its country of incorporation, and
- is not an affiliate of another corporation that, in a particular country, has a physical presence, is incorporated and is authorised to carry on a banking business.

**signatory** means the same as authorised signatory.

**signing authority**, in relation to an account, means the procedure, set out in the application form, for issuing instructions on the account and can be 'any to sign', 'all to sign' or any combination of account holders. If you make no election the default on the account will be 'any to sign'.

**SWIFT** means the Society for Worldwide Interbank Financial Telecommunication for fund transfers between banks, building societies or credit unions.

**Sydney time** is also known as Australian Eastern Standard Time (AEST) and becomes Australian Eastern Daylight Time (AEDT) when Daylight Saving Time is observed in New South Wales.

**TelePIN** means the personal identification number selected by you and used with BankPhone and BankAssist.

**terminal** means any physical electronic device or online payment gateway permitting transactions on the account by the combined use of an access card and a PIN, or by use of an access card alone. It includes ATMs, merchant terminals capable of processing eftpos transactions, and computers.

**unlinked offset deposit account** means an offset deposit account that is not in an offset arrangement.

**we** or **us** or **our** or **AMP Bank** means AMP Bank Limited ABN 15 081 596 009, AFSL and Australian credit licence 234517, and its successors and assigns.

**user** means you and any authorised signatory or third party whom you have authorised to operate on your account by any access method.

**you** and **your** means the person or persons in whose name the account is held, or any authorised signatory(ies). If there is more than one of these persons, You or your means each of you separately and every two or more of you jointly. You and your includes successors and assigns.

The **singular** includes the **plural** and vice versa. A reference to:

- any thing includes the whole and each part of it.
- a document includes any variation or replacement of it.

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## Contact us

You should read these terms and conditions carefully and ask us about any issues that concern you. We can be contacted as follows:

<b>Internet Banking:</b>	amp.com.au
<b>BankPhone:</b>	13 30 30 24 hours, 7 days for automated services
<b>BankAssist:</b>	13 30 30 8am to 8pm Monday to Friday 9am to 5pm Saturday and Sunday (Sydney time)
<b>BankFax:</b>	1300 555 503
<b>Email:</b>	info@ampbanking.com.au
<b>Mail:</b>	AMP Bank Reply Paid 79702 PARRAMATTA NSW 2124