

# AMP SuperEdge Deposit Products

Notice of Supplementary Changes to  
AMP Bank customers

## AMP SuperEdge deposit products terms and conditions

### **Effective date: 1 February 2018**

The following changes to the AMP SuperEdge deposit products terms and conditions will be effective from 1 February 2018, and must be read in conjunction with the AMP SuperEdge deposit products terms and conditions dated 17 August 2015.

A copy of the supplementary changes is available by contacting us on 13 30 30, Monday to Friday 8.00am to 8.00pm and Saturday and Sunday 9.00am to 5.00pm (Sydney time), or on our website at [amp.com.au/banktermsandconditions](http://amp.com.au/banktermsandconditions).

### **Interpretation of this Notice**

1. If a condition is not specifically mentioned in this document, it remains unchanged.
2. Any references to parts or condition numbers in this notice are references to parts or condition numbers in the AMP SuperEdge deposit products terms and conditions, dated 17 August 2015.

The **Features at a Glance** table on page 4 is deleted, and replaced with the following table.

Feature	Information*	AMP SuperEdge Cash Account	AMP SuperEdge Saver Account	AMP SuperEdge Pension Account
* For more information see DP = AMP SuperEdge Deposit Products Terms and Conditions, AA = Account Access and Operating Terms and Conditions				
Minimum Opening Balance		\$0	\$0	\$0
Money at call?	DP condition 27 and AA condition 33	✓	✓	✓
AMP Visa Debit Card	AA Part B	✗	✗	✓
Cheque book	AA Part C	✓	✗	✓
Minimum and maximum Account balance	DP condition 21	Min – \$0 Max – \$5 million <sup>(i)</sup>	Min – \$0 Max – \$5 million <sup>(i)</sup>	Min – \$0 Max – \$5 million <sup>(i)</sup>
Electronic deposits	DP condition 21	✓	✓	✓
Electronic withdrawals	AA Part H	✓	✓	✓
Internet Banking	AA Part F	✓	✓	✓
BankPhone	AA Part F	✓	✓	✓
Electronic Communication	AA Part E	✓	✓	✓
Periodical Payments	AA condition 55	✓	✗	✓
Third Party Debits	AA condition 52	✓	✗	✓
BankAssist	AA Part D	✓	✓	✓
BPAY®	AA Part G	✓	✗	✓
Deposit at Bank@Post <sup>(iv)</sup>	DP condition 21	✓	✓	✓
Withdraw at Bank@Post	DP condition 27	✗	✗	✓
Daily interest on full closing balance	DP conditions 22 and 23	✓	✓	✓
When interest is paid	DP conditions 22 and 23	Monthly	Monthly	Monthly
Statements	DP condition 24	6-monthly	6-monthly	Monthly
Joint account	DP condition 15 and AA condition 36	✗	✗	✓
Trustees	DP condition 16 and AA condition 37	✓	✓	✓
Withdrawal limits	AA conditions 22 and 52	✗	✗	– ATM \$1,000 per day – eftpos \$2,000 per day – Internet Banking up to \$25,000 per day <sup>(ii)</sup>
Fee-free transactions <sup>(iii)</sup>	See Deposit Products Fees and Charges Guide	None	None	Excludes non-rediATM transactions

- (i) Maximum balance is per Customer Name. Exceptions are at the discretion of AMP Bank.
  - (ii) Internet Banking withdrawal limits are up to \$25,000 per online registered account per day.
  - (iii) Includes Australian rediATM transactions, Australian eftpos transactions, personal cheque withdrawals, deposits to personal accounts at Bank@Post and excludes 'Special Services' listed in the Deposit Product Fees and Charges Guide and non-rediATM transactions. You may be charged directly if you use a non-rediATM. This is not our fee and is charged by the ATM provider.
  - (iv) Cash deposits are limited to less than \$10,000 per transaction
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In Part C, the table on page 19 is deleted and replaced with:

Switches allowed from:	Switches allowed to:
AMP eASYCash Management Account	AMP SuperEdge Cash Account AMP SuperEdge Pension Account
AMP Cash Manager	AMP SuperEdge Cash Account AMP SuperEdge Pension Account
AMP Business Saver Account	AMP SuperEdge Saver Account

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

Information is correct as at 1 February 2018. Credit provider and product issuer is AMP Bank Limited ABN 15 081 596 009, AFSL and Australian credit licence 234517.

# AMP SuperEdge deposit products terms and conditions

## Important

These terms and conditions apply to the following AMP Bank Limited AMP SuperEdge Deposit Products (Accounts):

- AMP SuperEdge Cash Account
- AMP SuperEdge Pension Account
- AMP SuperEdge Saver Account

These terms and conditions set out the features, benefits, risks, terms and conditions that apply to the Accounts listed above.

These terms and conditions include worked dollar examples of certain benefits and fees that may apply to an Account. These examples are illustrative only and do not necessarily reflect the circumstances applicable to a particular customer.

You should read these terms and conditions together with the Account Access and Operating Terms and Conditions and the Deposit Product Fees and Charges Guide carefully and ask AMP Bank Limited about any issues that concern you.

AMP Bank Limited ABN 15 081 596 009 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.

For AMP Notice Account terms and conditions, refer to the AMP Notice Account product disclosure statement.

For all other AMP deposit product terms and conditions, including those for accounts no longer available for sale, refer to the AMP deposit products terms and conditions.

You should obtain your own professional advice, including legal, accounting and taxation advice regarding the implications on your personal circumstances of acquiring or holding any deposit products.

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

## Code of Banking Practice

**If you are an individual or a Small Business (as defined in the Code of Banking Practice) the Code of Banking Practice will apply to your Account.**

## ePayments Code

**We warrant that we comply with the ePayments Code.**

## About these terms and conditions

These terms and conditions detail the respective rights and obligations of you and AMP Bank Limited. These terms and conditions also give information on a range of topics concerning the operation of your Account.

These terms and conditions are provided to assist you to compare products and to decide whether to acquire AMP Bank Accounts. Included in it are some of the more important aspects of your relationship with AMP Bank Limited, such as our duty of confidentiality to you and our complaint handling procedures.

Information in these terms and conditions are subject to change from time to time. We will notify you of material changes as outlined in condition 3. Where the change is to information which is not materially adverse information, you will be able to find out the updated information by contacting us on 13 30 30, Monday to Friday 8.00am to 8.00pm and Saturday and Sunday 9.00am to 5.00pm (Sydney time), or on our website at [amp.com.au/bank](http://amp.com.au/bank). A paper copy of any updated information will be given to you on request without charge.

Part E contains a glossary of important words used in these terms and conditions. You should refer to the glossary to help you understand these terms and conditions.

## Effective date

If you have an existing Account with us, these terms and conditions will apply from the date indicated on the cover of these terms and conditions unless there has been a material variation to these terms and conditions, in which case these terms and conditions will apply 30 days after you receive notification of it.

For new Account holders these terms and conditions will apply from the first Day of Operation of your new Account.

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# Features at a glance

Feature	Information*	AMP SuperEdge Cash Account	AMP SuperEdge Pension Account	AMP SuperEdge Saver Account
*For more information see: DP = AMP SuperEdge Deposit Products Terms and Conditions, AA = Account Access and Operating Terms and Conditions				
<b>Minimum opening balance</b>		\$0	\$0	\$0
<b>Money at call?</b>	DP condition 27 and AA condition 33	✓	✓	✓
<b>AMP Visa Debit Card</b>	AA Part B	✗	✓	✗
<b>Cheque book</b>	AA Part C	✓	✓	✗
<b>Minimum and maximum balances</b>	DP conditions 21	Min – \$0 Max – \$5 million <sup>(i)</sup>	Min – \$0 Max – \$5 million <sup>(i)</sup>	Min – \$0 Max – \$5 million <sup>(i)</sup>
<b>Electronic deposits</b>	DP conditions 21	✓	✓	✓
<b>Electronic withdrawals</b>	AA Part H	✓	✓	✓
<b>BankPhone</b>	AA Part F	✓	✓	✓
<b>Internet Banking</b>	AA Part F	✓	✓	✓
<b>Electronic Communication</b>	AA Part E	✓	✓	✓
<b>Periodical Payments</b>	AA condition 55	✓	✓	✗
<b>Third Party Debits</b>	AA condition 52	✓	✓	✗
<b>BankAssist</b>	AA Part D	✓	✓	✓
<b>BPAY<sup>®</sup></b>	AA Part G	✓	✓	✗
<b>Deposit at Bank@Post<sup>™(iv)</sup></b>	DP condition 21	✓	✓	✓
<b>Withdraw at Bank@Post</b>	DP condition 27	✗	✓	✗
<b>Daily interest on full closing balance</b>	DP conditions 22 and 23	✓	✓	✓
<b>When interest is paid</b>	DP conditions 22 and 23	Monthly	Monthly	Monthly
<b>Statements</b>	DP conditions 24	6 monthly	Monthly	6 monthly
<b>Joint account</b>	DP condition 15 and AA condition 36	✗	✓	✗
<b>Trustees</b>	DP condition 16 and AA condition 37	✓	✓	✓
<b>Withdrawal limits</b>	AA conditions 22 and 52	✓	– ATM \$1,000 per day – eftpos \$2,000 per day – Internet Banking up to \$25,000 per day <sup>(ii)</sup>	✓
<b>Fee free transactions<sup>(iii)</sup></b>	See Deposit Products Fees and Charges Guide	None	Excludes non-rediATM transactions	None

## Notes:

(i) Maximum balance is per Customer Name. Exceptions to maximum balances are at the discretion of AMP Bank.

(ii) Internet Banking withdrawal limits are up to \$25,000 per online registered account per day.

(iii) Includes Australian rediATM transactions, Australian eftpos transactions, personal cheque withdrawals, deposits to personal accounts at Bank@Post and excludes 'Special Services' listed in the Deposit Product Fees and Charges Guide and non-rediATM transactions. You may be charged directly if you use a non-rediATM. This is not our fee and is charged by the ATM provider.

(iv) Cash deposits are limited to less than \$10,000 per transaction.

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# Part A

## General Conditions that apply to all Accounts

### 1. Who provides the products detailed in these terms and conditions?

The Accounts referred to in these terms and conditions are provided by AMP Bank Limited ABN 15 081 596 009, Australian credit licence 234517, AFSL No. 234517.

### 2. Agreeing to these terms and conditions

The first time you or a person authorised by you (such as an Authorised Signatory) operate the Account by:

- making a deposit or accessing the Account by using an Access Card,
- drawing a cheque on the Account,
- registering for BankPhone or Internet Banking,
- sending a request via Electronic Communication, or
- any other Access Method covered in the Account Access and Operating Terms and Conditions,

you automatically agree to these terms and conditions and this commencement date for the Account is known as the Day of Operation. These conditions then apply to all transactions on your Account. If you do not agree with these terms and conditions, do not carry out or permit any other person to carry out any transaction on the Account, you will need to notify us, so that the Account can be closed.

In the case of Accounts that have an Access Card and or cheque book facility you should also return to us all Access Cards (cut in half for your protection) and cheque books.

### 3. Notice of Variation to these terms and conditions

Subject to legislation or codes of practice we can vary these terms and conditions or add new terms and conditions.

We will provide written notice of the variation to you at least 30 days before the change takes effect when we intend to:

- Introduce a fee or charge (other than a government charge).
- Change the minimum balance to which an Account Management Fee applies.
- Change the method by which the interest is calculated.
- Change the interest rate tiers that apply to a deposit Account.
- Change the frequency in which the interest is debited or credited.
- Introduce, remove or adjust any transaction limits applying to the use of an Account.

We do not need to tell you in writing if you cannot reasonably be located.

For other changes (including changes in interest rates and standard fees and charges) we will tell you in writing or place a notice in a national newspaper no later than the date on which the change takes effect or as otherwise required by law or code of practice. We need not give advance notice when changes are necessitated by an immediate need to restore or maintain the security of our system or individual Accounts.

When a government introduces or changes a government charge payable directly or indirectly by you, we will tell you by advertisement in a national or local newspaper or in writing no later than the day on which 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. You agree to receiving notice of these changes in this way.

### 4. Fees and other charges

#### Standard fees and charges

Standard fees and charges may apply when you make inquiries or transact on your Account. Full details of the fees and charges (including any government charges) that apply are in the Deposit Product Fees and Charges Guide.

You must pay us all fees and charges payable in connection with the Account.

These are payable whether or not you are primarily liable for such fees and charges.

You authorise us to debit any of these amounts to the Account.

The Deposit Product Fees and Charges Guide and Account Access and Operating Terms and Conditions can be obtained by phoning us on 13 30 30 or on our website at [amp.com.au/bank](http://amp.com.au/bank).

#### Variations to fees and charges

By giving you advance notice (in writing or by newspaper advertisement) as set out in condition 3 we may change the amount, or frequency or payment, of any fee or charge, or impose a new one.

### 5. Privacy and confidentiality

#### 5.1 Privacy and your personal information

We handle your personal information (including credit-related personal information) in accordance with the *Privacy Act 1988* (Cth) and the AMP Privacy Policy, available at [amp.com.au/bank](http://amp.com.au/bank).



## 5.2 Our duty of confidentiality and the Code of Banking Practice

We are subject to a general law banker's duty of confidentiality, as restated in the Code of Banking Practice. We acknowledge that, in addition to our duties under the *Privacy Act 1988* (Cth), we have a general duty of confidentiality towards you, except in the following circumstances:

- a. where disclosure is compelled by law,
- b. where there is a duty to the public to disclose,
- c. where our interests require disclosure, or
- d. where disclosure is made with your express or implied consent.

## 6. Your Tax File Number (TFN)

We are authorised to collect your TFN under the *Taxation Administration Act 1953*.

We collect your TFN to determine if we must withhold an amount from any interest we pay to you on your Account. We must also disclose your TFN if you transfer the balance to a superannuation fund or other account provider, to that superannuation fund or account provider.

You are not obliged to provide your TFN. You should be aware that 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 you earn on your Account. (You may be entitled to claim this back when you lodge your tax return.

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

If more than one person holds the Account, the Taxation Office requires at least two TFNs or exemption details from those named on the Account to be provided.

If at least two TFNs or exemption details are not provided, we are required to deduct tax from any interest earned.

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 include:

- pensioners,
- children under 16 whose interest income is less than the ATO specified amount per annum, and
- 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.

Your TFN will be kept private. The collection and use of TFNs are strictly regulated by tax laws and the Privacy Act.

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 are a Non-Resident (NR)

If you are a non-resident of Australia, we will be obliged to deduct non-resident 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.

## 7. Change of name and contact details

You must advise us immediately if you change your name, phone number or address by mail, or alternatively, by telephone, email, fax or internet if you have registered to use these services. We will not be responsible for any errors or losses associated with your Account or Account changes when we have not received prior notice if you have not updated your name, phone number, fax number or address details with us.

If you change your name, you will need to provide us with documentary proof of your name change. Please call us on 13 30 30 for the type of documentation you will need to provide.

Each joint Account holder must notify us separately of any changes to their own contact details. If one joint Account holder changes his/her address we will not update the name and contact details of any other joint Account holder.

## 8. Complaints and resolving disputes

### 8.1 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.

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)

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

Information about our internal and external processes for resolving complaints is in our Financial Services Guide available on our website or by calling us on 13 30 30.

## 8.3 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 10 Business Days. If the complaint is not resolved by that time, we will keep you advised at regular intervals of the status of your complaint.

In all but 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,
- provide you with monthly updates on the progress of the investigation, and
- specify a date when a decision can reasonably be expected.

When we complete our investigation we will:

- advise you of the outcome, and
- advise you of our reasons for our decision with reference to any relevant provisions of these terms and conditions.

If we decide that your 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, and
- 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, or
- fail to allocate liability in accordance with these terms and conditions, or
- 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.

## 8.4 Not satisfied with our decision?

If you are not satisfied with our initial decision, you may request a review of the decision. The complaint now becomes a Dispute.

We are a member of an External Dispute Resolution Scheme, the Financial Ombudsman Service (FOS). This avenue is available to you at no cost. Please try to resolve your Dispute directly with us before contacting the Financial Ombudsman Service. The FOS's contact details are:

- phone: 1300 780 808, Monday to Friday 9am to 5pm (Melbourne time).
- fax: 03 9613 6399
- write to: GPO Box 3, MELBOURNE VIC 3001
- website: fos.org.au
- email: info@fos.org.au

## 9. Authority to operate

If the Account is in more than one person's name, each of you agrees 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.

### Any to sign

If the authority to operate on the Account is for any of you to sign, each of you agrees 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' which would, for example, require all of you to sign for 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.

### Signing Authorities other than Any to sign

Access Cards with deposit only functionality will be issued if the account Signing Authority is other than 'any to sign'. Withdrawal by cheque must be signed in accordance with your Signing Authority. Access by BankPhone and Internet Banking (including Mobile Banking) is limited to view or obtain Account information only and access by BankAssist may be restricted to Account information unless all Account holders are identified by TelePIN.

Additionally, if the account Signing Authority is other than 'any to sign' then any request to process a transaction or change Account information will need to be authorised by all of you as set out in your Signing Authority.

## 10. Certificates

A certificate signed by one of our officers (or any other form of written notice as determined by us) stating that an amount is due from you to us in respect of the Account, or stating any other facts will be sufficient evidence of the amount or the facts, unless it is proved to be incorrect.

## Part B

### Terms and conditions that apply to all Accounts

Some of the features and benefits of each Account covered in these terms and conditions are set out in the Account Features.

### 11. Who can open an Account?

The following persons or entities can open the type of Account shown in the table below by satisfying our Account opening requirements.

	AMP SuperEdge Cash Account	AMP SuperEdge Pension Account	AMP SuperEdge Saver Account
Individual acting as Trustees for a Self-managed Superannuation Fund <sup>(i)</sup>	✓	✓	✓
Companies (registered in Australia) acting as trustee for a Self-managed Superannuation Fund <sup>(i)</sup>	✓	✓	✓
Personal customers	✗	✓	✗
Financial Institutions	✗	✗	✗

(i) Refer to condition 16.

#### You may apply to open an Account:

- by mailing an application to us,
- by making an application through an AMP financial adviser or an AMP accredited mortgage broker or AMP representative for deposit products.

The guardian(s) of an SMSF member may request for an Account to be opened in the member's name. The guardian(s) must be the signatory(ies) on the Account.

## 12. Identification Requirements

To protect your money and to comply with legislative requirements (such as the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*) we will need on occasion to verify your identity. This means that we may need to obtain identification information about you, and any signatory to the Account, when you apply for an Account, and when we add signatories to an Account.

For individuals, this may include providing identification documents such as a passport or driver's licence. However, if you are not an individual or cannot provide these, you may be required to provide other forms of documentation. Please contact us on 13 30 30 for more information.

By opening, requesting or operating any Account, you acknowledge that we may decide to delay, block or refuse any request, payment or transaction including interest payments. This includes preventing withdrawals from the Account if we have not been able to verify your (or any signatory's) identity. We may also refuse to process any transaction on the Account, withhold any interest payments, suspend, freeze or block the Account, or close the Account.

You also acknowledge that we may decide to delay or refuse any or all request(s) or transaction(s), including by suspending a withdrawal application, if we are concerned that the request or transaction may breach any obligation, or cause us to commit or participate in an offence under any law, and we will incur no liability to you if we do so.

From time to time we will need to reconfirm your customer details and in limited circumstances, we may need to re-verify your identity.

## 13. Authorised Signatories

You may nominate any person to be a signatory to operate on your Account.

You are able to decide the level of access that an Authorised Signatory to your Account can have. This access can be the same as or different to your access.

To set up an Authorised Signatory, an **Add/Remove Authorised Signatories** form and **Identification Verification** form must be completed. You can download these forms from our website or contact us on 13 30 30.

The original completed forms and all accompanying documents are to be returned to postal address:

AMP Bank Limited  
Reply Paid 79702  
PARRAMATTA NSW 2124

We will verify the identity of any Authorised Signatory before we will accept any instruction, operation, transaction or otherwise from that person in respect to your Account.

We only accept instructions to conduct transactions on the Account if those instructions are in accordance with your Signing Authority. You must advise us immediately of any changes in Authorised Signatories.

### **13.1 AMP Cash Management Service (ACMS) Adviser Transaction Authorities**

You may authorise an adviser with an ACMS Adviser Transaction Authority to operate on your Account. You are able to decide the level of access that an adviser can have. An adviser may delegate their adviser transaction authority to their staff (including their employees, agents, and contractors). Delegates will be managed in accordance with AMP Bank's delegate procedures. The conditions that apply to the ACMS adviser transaction authorities are found in the ACMS **Adviser Transaction Authority** form.

To set up an ACMS Adviser Transaction Authority, contact your AMP financial adviser.

We will verify the identity of any adviser or delegate in accordance with condition 12 before we will accept any instruction, operation, transaction or otherwise from that person in respect to your Account. We only accept instructions to conduct transactions on the Account if those instructions are in accordance with your Signing Authority. You must advise us immediately of any changes in adviser transaction authorities.

## **14. Your Account opening date**

If you mail your application to us or you have submitted your application through an AMP financial adviser or accredited mortgage broker or AMP representative for deposit products, the Account opening date is the date we process the completed application form at our office at 2–12 Macquarie Street, Parramatta.

The application and any additional documentation must be completed in all respects. This applies to applications received through all channels, including online, phone, paper, or through an AMP financial adviser, accredited mortgage broker or AMP representative for deposit products.

For deposit products other than Term Deposits: You cannot send us money electronically until we have advised you either by telephone or in writing that your Account has been opened.

Direct Debits are available at our discretion.

## **15. Joint Accounts**

You can open an Account in your name or with one or more 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). This nomination must be signed by all Account holders.
- You are all liable jointly and individually for the Account.
- 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 them to any one of the Account holders at their address shown in our records and you all will be deemed to have received it the day after it is sent.

Each of you is bound by the transactions made on the Account by the Authorised Signatories.

Access Cards are available on joint Accounts where the Signing Authority is 'any to sign'. Access cards with deposit only functionality are available when the Signing Authority is 'all to sign' or any more than one signatory to sign.

On the death of any one 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.

We can give an executor or administrator of the Account holder's estate information on the Account, including the Account number, the Account balance and details of credit and debit interest and other transactions.

## **16. Trust Accounts**

If the Account is opened in the name of a company:

- The company must exercise in its own right unless it has appointed authorised signatories to transact on its behalf.
- The company must execute documents and transactions in its own right unless authorised signatories have been set up to act on behalf of the company. The company will be liable for all actions undertaken by its authorised signatories.
- You may nominate the number of signatories required for withdrawals (which may be one or more than one). This nomination must be signed by the company.
- We may accept as a deposit any cheque payable to the company.

- We may send you notices, statements or other documents including changes to these terms and conditions by mailing them to the company at its address shown in our records and you all will be deemed to have received it the day after it is sent.

A trustee can open an AMP SuperEdge Pension Account shown in the table in condition 11 in trust for a recipient of a pension from an SMSF. This means that the trustee controls the Account for the benefit of that other person. The trust should be a legally formed trust and we will require certified copy(ies) of certain documents as listed in the application form.

You must be over 18 years to open an Account in trust for another person.

## 17. Combining Accounts

We can combine the balances of two or more of your accounts (including loan accounts). However, we will not do this where:

- The account is a loan account that is a Limited Recourse Borrowing Arrangement.
- We know the accounts (including loan accounts) are not held by you in the same capacity (for example, where you have a personal account and also act as trustee).
- Your debt to us arises from some business other than banking.
- We specifically agreed to keep your accounts (including loan accounts) separate or your dealings with us suggest such an agreement.
- We are bound by a code of conduct not to do so.

We will promptly give you notice after we have combined any of your accounts with another of your accounts or with any of your loan accounts, including any Redraw you may have in your loan accounts.

We do not have to combine an overdrawn account with an account that is in credit or loan account that has available Redraw in order to cover withdrawals, unless we have agreed to such an arrangement, eg cheques you have made on the overdrawn account. We also do not have to combine an account that is in credit with a loan account in order to cover loan arrears, unless we have agreed to such an arrangement.

## 18. Closing your Account

Subject to the other terms and conditions of your Account set out in this document, we will close an Account when you tell us in writing or by calling us on 13 30 30 or by fax if you have Electronic Communication (or by any other way we tell you). You are liable for all transactions made before your Account is closed. Monthly fees may apply even though the Account has been

open for only part of a calendar month (see Deposit Products Fees and Charges Guide for details). If there are uncleared funds or outstanding holds in the Account at the time you request to close the Account, we will not close the Account until the funds are cleared.

The request to close the Account must be in accordance with the Account's Signing Authority.

We may close an Account for any reason including but not limited to the following:

- We reasonably consider you induced us to open the Account by fraud.
- We believe the Account is being used in a way that may cause loss to you or us.

If we close your Account we will give you reasonable notice at the address shown on our records.

We may close an Account without prior notification to you for the following reasons:

- the Account becomes inactive for six months and has a nil or negative balance, or
- the Account becomes overdrawn, or
- if required by law.

### Payments for Credit Balances or Debit Balances

If the Account is closed in any circumstances and there is a credit balance, we will pay you by any means we think appropriate, an amount equal to the credit balance less any government duties and taxes and other charges and any of our fees and charges incurred before closure.

If the Account is closed in any circumstances and there is a Debit Balance, you must immediately pay us the amount by which the Account is overdrawn. This amount includes an amount equal to the Debit Balance, any government duties and taxes and other charges, and any of our fees and charges incurred before closure.

Details of fees and charges (including any government charges) that may apply are in the Deposit Products Fees and Charges Guide.

### 18.1 Unclaimed monies

We are required by law to forward the credit balance of an Account, less any fees and charges that may be owing, to the Australian Government as unclaimed money if you have not operated on the Account for three years or more, with the exceptions of the following:

- While a hold is placed on the Account by an order of a court of law or any other restriction by law that prevents us from accepting deposits or withdrawals from the Account. (If the hold is lifted and the Account is not operated on by

you for three years from that date, the balance will then be forwarded to the Australian Government).

- Where an Account held:
  - i. as security for a loan or other financial obligation, or
  - ii. for set-off or account combination purposes, or for a loan or another financial obligation, or
  - iii. in escrow for a contract.

However, the balance of these Accounts will be forwarded to the Australian Government if you have not operated on the Account for seven years. You may claim your money by submitting an **Unclaimed Money Claim** form. We will mail you a bank cheque for your unclaimed money balance. A bank cheque fee will apply.

## 19. Death of an Account holder

The legal representative, next of kin or the surviving Account holder(s) must notify us as soon as possible of the death of an Account holder(s).

### 19.1 For joint Accounts

Upon receipt of a certified copy of a death certificate for one Account holder, we will transfer the Account to the name(s) of the surviving Account holder(s).

### 19.2 For sole Accounts

Upon notice of death of the Account holder, withdrawals 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, administrators or beneficiaries, upon production of certified copies of a Grant of Probate, Letters of Administration or other satisfactory documentation as notified by us.

### 19.3 For joint and sole Accounts

We may honour any cheques dated on or before the date of death provided that:

- They are signed by the deceased or an Authorised Signatory.
- The cheque or cheques are presented for payment not more than seven days after we received notice of the death.
- There are sufficient available funds in the Account.

## 20. Overdrawing

You must keep the balance of your Account in credit at all times. To avoid overdrawing, make sure you know when direct debits are due. Please note where a direct debit and direct credit are due on the same day, the direct debit may be processed first

and funds must be available to cover the payment. If for any reason your Account is overdrawn, you must immediately repay the amount by which it is overdrawn. We may charge interest whenever your Account is overdrawn. Interest calculations are rounded to two decimal places.

Please refer to the Deposit Products Fees and Charges Guide and interest rates on our website for further information.

For example, if your Account is overdrawn by \$1,000, with or without prior arrangement with us, and the debit interest rate is 12.00% pa for overdrawn deposit Accounts and the Account remains overdrawn in this manner for a period of one day, then the debit interest that we will charge you will be calculated as follows:

$$\left(\frac{-\$1,000 \times 12\%}{365}\right) \times 1 = \$0.33$$

The example above is indicative only and uses rates and figures we have selected to demonstrate how the account works. Actual interest rates vary from time to time. The calculations include rounding of decimal places.

## Part C

### Terms and Conditions for AMP SuperEdge deposit products

The following products allow switches to AMP SuperEdge deposit products. Contact us for more information.

Switches allowed from:	Switches allowed to:
AMP eASYCash Management Account	AMP SuperEdge Cash Account AMP SuperEdge Pension Account
AMP Cash Manager	AMP SuperEdge Cash Account AMP SuperEdge Pension Account
Business eASYsaver Account	AMP SuperEdge Saver Account

## 21. Deposits

### Types of deposits

You can deposit into your AMP SuperEdge Cash Account and AMP SuperEdge Pension Account in any of the following ways (unless we advise you that any of these ways are no longer available):

- cheque
- Direct Credits
- by having all or part of your salary credited to your Account
- making deposits by cheque or cash via Bank@Post

- electronic transfer from another AMP Bank account
- any other way we advise you.

You can deposit into your AMP SuperEdge Saver Account account by:

- Cheque.
- Direct credit from your nominated account (you must ensure that this account is in the same name as your AMP SuperEdge Saver Account).
- Making deposits by cheque or cash via Bank@Post.
- Any other way we advise you.

Direct Debits are available for these accounts at our discretion.

Refer to the Account Access and Operating Terms and Conditions for information on the above Access Methods.

We may refuse to accept any deposit for any reason. You will not be credited for any deposits until we actually receive the money. We may decline an application at our absolute discretion.

We may charge you a fee for Direct Credits that are dishonoured (see Deposit Products Fees and Charges Guide).

### Minimum and maximum amounts

Minimum and maximum amounts may apply to some Accounts.

The minimum and maximum amounts applicable to an Account may vary from time to time. We will inform you of any change in accordance with condition 3. Refer also to the Account Features.

## 22. Interest we pay on credit balances

The interest rate applicable to the Accounts in this Part C may vary depending on the daily balance held in the Account.

For Accounts in this Part C that are opened on the last day of any month, see condition 23 for the first interest paid to that Account.

We may vary the interest rate applying to your Account in this Part C at any time without your consent. Interest is calculated daily and credited to these Accounts on the first day in each month following the month in which it accrues.

For example, if your Account Balance is \$1,000 at the close of business for every day of the month, and the current interest rate applicable to your Account is 3.00% pa, and your interest is paid monthly, and the month in which the interest is calculated has 30 days, then the interest will be calculated as follows:

$$\left( \frac{\$1,000 \times 3\%}{365} \right) \times 30 = \$2.47$$

The interest paid for the month is \$2.47 and is credited to your Account on the first day of the next month.

The above example is indicative only and uses rates and figures we have selected to demonstrate how the Account works. Actual interest rates vary from time to time. The calculations include rounding of decimal places.

We calculate interest from the date the Account is opened. If you close your Account, we do not pay you any interest for the day on which you do so.

For example, if you closed your Account on 2 April 2015, you will be paid \$0 in interest for this day since this is the date the Account was closed. You will, however, receive any interest due to you, which has not already been paid to you, from the date the Account was opened until 1 April 2015.

Details of current interest rates applicable to your Account and the method of calculation can be obtained by contacting us on 13 30 30 or on our website at [amp.com.au/bank](http://amp.com.au/bank).

## 23. Accounts opened on the last day of any month

If the opening date of your Account is the last day of any month, we calculate interest from the date the Account is opened. The interest is calculated daily and paid on the first day of the second month after the Account was opened.

For example, if your Account is opened on 31 July 2015 and the Account Balance at the close of business on that date and every day of the month is \$1,000 and the current interest rate applicable to your Account is 4.00% pa, and the interest is paid monthly, then the first interest amount paid will be calculated as follows:

$$\left( \frac{\$1,000 \times 3\%}{365} \right) \times 32 = \$2.63$$

(1 day in July and 31 days in August) = \$2.63 interest paid and credited to your Account on 1 September 2015.

The example above is indicative only and uses rates and figures we have selected to demonstrate how the Account works. Actual interest rates vary from time to time. The calculations include rounding of decimal places.

## 24. Account statements

- For AMP SuperEdge Cash Accounts, AMP SuperEdge Pension Accounts and AMP SuperEdge Saver Accounts we will send you an Account statement at least every six months.
- For any Account that is the primary account on an AMP Visa Debit Card we will send you monthly statements. You may not receive statements less frequently.

At your request we will provide statements more frequently.

For joint Account holders, statements will be sent to Applicant One as indicated on your application form unless you request otherwise.



A fee will be payable if you require duplicate copies of statements. Please refer to the Deposit Products Fees and Charges Guide.

All transactions are listed on your statement in the currency of the transaction and the Australian dollar equivalent.

You should always check the entries on your Account statement carefully and report any error or unauthorised transactions to us as soon as you become aware of it.

If you choose to receive online statements, you will not be provided with a statement in paper format. You must have a valid email address and access to Internet Banking to receive online statements.

Refer to condition 29 for information about Electronic Communication.

## 25. Transaction lists on Internet Banking

When you view your transactions and/or online statements on Internet Banking you may retain a record by either printing or downloading onto your computer hard drive.

## 26. Adjustment of Debits and Credits to your Account

We may assign any date we consider appropriate to a debit or credit to the Account (except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs). However, we credit payments to the Account as soon as practicable after we receive them. This is not necessarily the same day that you (or someone else such as your paymaster) make a payment into the Account.

We may subsequently adjust debits and credits to the Account and the Account Balance so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a cheque is dishonoured). If we do this, we may make consequential changes including to the interest payments or charges (see Deposit Products Fees and Charges Guide for details on charges).

## 27. Withdrawals

You can withdraw from or access your Accounts by any of the Access Methods indicated in the Account Features or by bank cheque (bank cheques in names other than the account holders are not available for AMP SuperEdge Saver Accounts).

**Bank cheque withdrawal from AMP SuperEdge Saver Accounts is only available at our discretion.**

You may also withdraw from your AMP SuperEdge Cash Account or AMP SuperEdge Pension Account via a periodical payment, and from your AMP SuperEdge Pension Account via Bank@Post.

Refer to the Account Access and Operating Terms and Conditions for information on periodical payments and withdrawal limits. Refer to the Deposit Products Fees and Charges Guide for information on fees.

# Part D

## Miscellaneous

### 28. 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 to discuss a possible solution or arrangement. It is best that you tell us as soon as possible before your Account is overdrawn. You can contact us on 13 30 30 to be directed to AMP Bank Credit Services for assistance with financial hardship.

### 29. Electronic Communication

Unless prohibited by law we may provide certain information to you by Electronic Communication, eg:

- by electronic message (including email and SMS) to your nominated electronic address, including an email address or mobile telephone number as shown on our records, or
- by making available and notifying you of the availability of the information at our electronic address for retrieval.

If you agree to receive information by Electronic Communication, that information may not be provided to you in paper format. You must agree by making a positive election. A positive election includes checking the appropriate box on the application form where available.

You must provide us with your valid email address and/or Australian mobile telephone number as your electronic address for receipt of Electronic Communication. You can notify us of a change to your electronic address at any time.

If you change your mind later and do not wish to receive information by Electronic Communication, you may revoke the election at any time by notifying us in writing. This may result in you not being able to receive certain banking services from us.

### 30. 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.



## 31. Financial Claims Scheme

In the unlikely event that AMP Bank becomes 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.

Access to the scheme is subject to a limit for each account holder.

Information about the Financial Claims Scheme can be obtained from the APRA website at [apra.gov.au](http://apra.gov.au) and the APRA hotline on 1300 131 060 if calling within Australia. Alternatively, international customers can call APRA on 61 2 9210 3480.

## Part E

### Important Words

**Access Card** means a card issued by AMP Bank (including AMP Visa Debit Card and AMP PayTag) which allows you to access funds in an Account linked to your Access Card.

**Access Methods** means any method authorised by AMP Bank 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. For terms and conditions to all Access Methods, refer to the Account Access and Operating Terms and Conditions.

**Account** means, unless the context otherwise requires, an AMP Bank deposit account (including a Term Deposit).

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

**Account Features** for deposit products are available in the Features at a Glance table at the front of this document and at [amp.com.au/bank](http://amp.com.au/bank).

**ATM** means an automatic teller machine.

**Authorised Signatory** means you (unless you are a minor under the age of 13 years) and any person authorised by you to sign on the Account.

**BankAssist** means the Access Method described in Part D of the Account Access and Operating Terms and Conditions.

**BankPhone** means AMP Bank's automated telephone banking service described in Part F of the Account Access and Operating Terms and Conditions.

**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).

**Customer Name** is the name in which the Account is held and in the case of a joint Account is the name of all joint Account holders.

**Day of Operation** has the meaning described in Part A.

**Debit Balance** means the Account is overdrawn, ie you owe us money.

**Deposit Products Fees and Charges Guide** should be read with this document and the Account Access and Operating Terms and Conditions.

**Direct Credit** means a credit to your Account from an account held with another bank, building society or credit union or another AMP Bank account that is not arranged through your Account, or a credit to an account held by an external party (or you) at another bank, building society or credit union or another AMP Bank account that you arrange from your Account.

**Direct Debit** means a debit from your AMP Bank Account that you arrange through an external party (such as a merchant or another bank, building society or credit union) or different AMP Bank account, or a debit from an account held with another bank, building society or credit union or different AMP Bank account to your Account that you arrange through us.

**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 point of sale facility.

**Electronic Communication** means AMP Bank's electronic communication service described in Part E of the 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** includes: 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).

**Internet Banking** means AMP Bank's online internet banking service described in Part F of the Account Access and Operating Terms and Conditions.

**Limited Recourse Borrowing Arrangement** has the meaning defined in sections 67A and 67B of the *Superannuation Industry (Supervision) Act 1993* (Cth).

**Mobile Banking** means access to Internet Banking through the AMP app on a Mobile Device.

**Offset Loan Account** means an eligible loan product in the Offset arrangement.

**Personal customers** excludes a customer who is a company, trust, co-operative, incorporated or unincorporated association, government body or partnership.

**Redraw** means any advance payment you have made to your loan account that may be available for redraw 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.

**Secret Word** means the personal identification word selected by you, and used with BankPhone and BankAssist.

**Self-Managed Superannuation Fund/SMSF** means a superannuation fund that is regulated by the Australian Taxation Office (ATO) which has up to four members who, in general, are individual trustees or directors of a corporate trustee for the SMSF.

**Signing Authority** 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'.

**Small Business** means a business employing:

- (a) less than 100 full-time (or equivalent) employees, if the business is or includes the manufacture of goods, or
- (b) in any other case, less than 20 full-time (or equivalent) employees, but does not include a business that obtains an Account or Access Method in connection with another business that does not meet the elements in (a) or (b) above.

**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.

**Third Party Debits** are debits to an Account arranged by direct debit authority with another bank, building society or credit union.

**We or Us or Our, AMP Bank or AMP Banking** means AMP Bank Limited ABN 15 081 596 009, Australian credit licence 234517, AFSL No. 234517 and its successors and assigns.

**You** means the person or persons or entity in whose name the Account is held. If there is more than one of you, you means each of you separately and every two or more of you jointly. You includes your 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>	<a href="http://amp.com.au/bank">amp.com.au/bank</a>
<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>	<a href="mailto:info@ampbanking.com.au">info@ampbanking.com.au</a>
<b>Mail</b>	AMP Bank Reply Paid 79702 PARRAMATTA NSW 2124