

# Deposit products terms and conditions

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# 1 Terms and conditions for accounts

## 1.1 About these terms and conditions

These Deposit products 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 **Deposit products terms and conditions**, the **Account access and operating terms and conditions** and the **Deposit product fees and charges guide**, available on our website at [amp.com.au/bankterms](https://amp.com.au/bankterms) or by calling us on **13 30 30**. We suggest following our security guidelines, available on our website at [amp.com.au/securityguidelines](https://amp.com.au/securityguidelines), which may contain recommendations additional to these provisions regarding accessing your account.

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 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 in accordance with condition **8.4.1 What happens if we vary these terms and conditions?** which also sets out the 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/banking](https://amp.com.au/banking). 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.

## 1.2 Who provides the products referred to 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, AFSL and Australian credit licence 234517.

## 1.3 Agreeing to these terms and conditions

We will provide you with these terms and conditions and information about our fees and charges and interest rates before we open your account with us. Subject to any law or code of conduct that applies to us, we may do this in writing or electronically. This includes providing you with a hyperlink when you are applying for your account online.

When you or a person authorised by you:

- completes an application for your account
- makes a deposit to or withdrawal from your account
- registers for BankPhone or internet banking
- uses an AMP Visa Debit Card or other access method, or
- sends us a request in relation to the account via electronic communication,

you confirm to us that you agree to these terms and conditions we have given you (subject to any changes made under condition **8.4.1 - What happens if we vary these terms and conditions?**).

By agreeing to these terms and conditions you acknowledge that we have the right to monitor and, where required by law or where we consider it reasonably necessary (to comply with any law or to protect you or us), refuse to transmit or post any transactions or instructions made using an account.

By using your account on My AMP or the My AMP 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, except to the extent caused by our negligence, fraud or wilful misconduct (including that of our officers, employees, contractors, or agents)
- you will keep your device safe.

AMP Bank and you may also have other rights including at general law, under legislation or under the Banking Code or ePayments Code (see condition **9.1 - Banking Code** and **9.2 - ePayments Code**). 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 can tell us to close your account. If you do so, we will close your account. In the case of accounts that have an AMP Visa Debit Card, you should destroy your card after closing your account.

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

If you breach any of these terms and conditions, we may acting reasonably do any or all of the following on reasonable notice to you (except where there is an immediate and material risk, in which case we provide you no notice):

- 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 **7.4 When we may combine your accounts**)
- cancel, delay, block or refuse to make any payment or transaction request
- cancel any access method
- cancel any AMP Visa Debit Card
- require the return of any AMP Visa Debit Card
- place restrictions on your account
- refuse to open another account for you
- take legal action against you. You may be liable for our reasonable expenses in enforcing our rights against you.

## 1.5 Defined terms and important words

Condition **10 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 Product features at a glance

### 2.1 Features at a glance - deposit products

Product	AMP Cash Manager	AMP Access Account	AMP Saver Account	AMP Business Saver Account	Offset Deposit Account	Term Deposits	AMP SuperEdge Cash Account	AMP SuperEdge Saver Account	AMP SuperEdge Pension Account	AMP First *
How to apply	<ul style="list-style-type: none"> <li>- online at amp.com.au</li> <li>- mailing an application form</li> <li>- through an AMP Financial Adviser</li> <li>- through a broker or representative accredited for AMP Bank deposit products</li> </ul>						<ul style="list-style-type: none"> <li>- online at amp.com.au</li> <li>- mailing an application form</li> <li>- through an AMP Financial Adviser</li> <li>- through a broker or representative accredited for AMP Bank deposit products</li> </ul>			n/a
Minimum opening Balance	\$0	\$0	\$0	\$0	\$0	\$5,000 (\$25,000 for terms <3 mths)	\$0	\$0	\$0	n/a
Maximum ongoing balance per customer name	\$5 million	\$5 million	\$5 million	\$5 million	\$5 million	\$10 million	\$5 million	\$5 million	\$5 million	\$5 million
Money at-call?	y	y	y	y	y	n	y	y	y	y
AMP Visa Debit Card	y	y	n	n	y	n	n	n	y	y
Electronic deposits & direct credits	y	y	y	y	y	n	y	y	y	y
Electronic withdrawals (pay anyone and PayID)	y	y	y	y	y	n	y	y	y	y
Direct debits	y	y	n	n	y	n	y	n	y	y
BankPhone	y	y	y	y	y	Information access only	y	y	y	y
Online Banking	y	y	y	y	y	Information access only	y	y	y	y
Electronic Communication	y	y	y	y	y	y	y	y	y	y
BankAssist	y	y	y	y	y	y	y	y	y	y
Periodical payments	y	y	n	n	y	n	y	n	y	y
BPAY®	y	y	n	n	y	n	y	n	y	y

Product	AMP Cash Manager	AMP Access Account	AMP Saver Account	AMP Business Saver Account	Offset Deposit Account	Term Deposits	AMP SuperEdge Cash Account	AMP SuperEdge Saver Account	AMP SuperEdge Pension Account	AMP First *
Chq/cash deposit at Bank@Post (\$9,999.95 cash limit)	y	y	n	n	y	n	n	n	y	y
Cash withdrawal at Bank@Post	y	y	n	n	y	n	n	n	y	y
Statements	at least 6 monthly	at least 6 monthly	at least 6 monthly	at least 6 monthly	at least 6 monthly	at least 6 monthly	at least 6 monthly	at least 6 monthly	at least 6 monthly	at least 6 monthly
Daily Interest on full closing balance	y	No interest payable	y	y	No interest is payable	y	y	y	y	y
When interest is paid	monthly	n/a	monthly	monthly	n/a	At maturity, monthly, quarterly, 6-monthly, annually	monthly	monthly	monthly	monthly
Withdrawal limits	Details of limits applicable to access methods and accounts is available at <a href="http://amp.com.au/waystobank">amp.com.au/waystobank</a>					n/a	Details of limits applicable to access methods and accounts is available at <a href="http://amp.com.au/waystobank">amp.com.au/waystobank</a>			
Fee free transactions	Unlimited – included transactions as per Fees and Charges Guide. Special Services as per Fees and Charges guide.					n/a	Unlimited – included transactions as per Fees and Charges Guide. Special Services as per Fees and Charges guide.			
Optional features for Commonwealth government card holders	n	Basic Features described in condition <b>4.1.2 Requesting AMP Access Account</b> - <b>Basic Features</b> are available if an account holder is an Eligible Government Card Holder	n	n	n	n	n	n	n	n
Who can open this account	Personal customers, sole traders, companies, trusts, other organisations (Financial Institutions excluded)	Personal customers, sole traders, companies, trusts, other organisations (Financial Institutions excluded)	Personal customers only	Companies, sole traders, trusts, other organisations (SMSFs and Financial Institutions excluded)	Customers with an eligible loan account (Financial Institutions excluded)	Personal customers, sole traders, companies, trusts, other organisations (Financial Institutions excluded)	SMSF trustees only	SMSF trustees only	SMSF trustees, SMSF pension recipients only	n/a

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\* Not currently available for sale as a new account.



## 3 Who can open an account?

### 3.1 Who can open what type of an account?

The following persons and entities can open the types of account shown in the table, subject to reasonably satisfying all account opening requirements.

	AMP Cash Manager Account	AMP Access Account <sup>(i)</sup>	AMP Saver Account	AMP Business Saver Account	Retail Term Deposit	Offset Deposit Account	AMP SuperEdge Cash Account	AMP SuperEdge Pension Account	AMP SuperEdge Saver Account
Personal customers	y	y	y	n <sup>(ii)</sup>	y	y	n	y	n
Sole traders (using 'trading as' in the Customer Name)	y	y	n	y	y	y	n	n	n
Trustees (for a Self-Managed Superannuation Fund) <sup>(iii)</sup>	n	n	n	n	y	y	y	y	y
Trustees (excluding for a Self-Managed Superannuation Fund) <sup>(iv)</sup>	y	y	n	y	y	y	n	n	n
Companies registered in Australia	y	y	n	y	y	y	n	n	n
Incorporated and unincorporated associations, partnerships, government bodies, registered co-operatives, and foreign companies.	y	y	n	y	y	y	n	n	n
Financial Institutions <sup>(v)</sup>	n	n	n	n	n	n	n	n	n

- (i) Basic Features described in condition **4.1.2 Requesting AMP Access Account - Basic Features** are available to Eligible Government Card Holders only
- (ii) We may offer the AMP Business Saver Account to certain personal customers for personal use as part of special promotions from time to time
- (iii) Refer to condition 3.3 - Accounts for Companies, Trusts, and other Organisations
- (iv) Refer to condition 3.3 - Accounts for Companies, Trusts, and other Organisations
- (v) Financial Institutions may only apply for an AMP Notice Account Financial or AMP 6-month Notice Account Financial. Refer to the AMP Notice Account PDS for details.

From time to time and at our sole discretion, we may allow any person or entity to apply for and hold any type of account.

### 3.2 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:

- 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 (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
- AMP Visa Debit 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 made in accordance with these terms and conditions by mailing or emailing them to any one of you and you all will be deemed to have received them, except where doing so would be inconsistent with a nomination you have made for the account.

The parent(s) or guardian(s) of a minor may request an 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.

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.

### 3.3 Accounts for companies, trusts and other organisations

Companies, trusts (including self-managed superannuation trusts) and other organisations such as unincorporated associations, partnerships, government bodies and registered co-operatives may open accounts. Not all accounts are available to all entity types.

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, acting reasonably, request an original certified copy 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, acting reasonably, 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.

## 4 Opening your account

### 4.1 How to apply for an account

You may apply to open an account:

- via our website at **amp.com.au**
- by making an application through an AMP financial adviser (including where your adviser submits your application on your behalf)
- by making an application through an AMP accredited mortgage broker or AMP representative for deposit products
- by mailing an application to us.

Some application methods listed above may not be available on all accounts or for all customers. See condition **2 - Product features at a glance** for details.

#### 4.1.1 Requesting AMP Access Account - Basic Features

When you apply for an AMP Access Account, you can elect to have the following Basic Features applied to the account if at least one account holder is an Eligible Government Card Holder.

The AMP Access Account - Basic Features are:

- we won't charge any dishonour fees e.g. if a payment to or from the account is dishonored
- we won't allow the account to become overdrawn unless it is impossible or reasonably impractical for us to prevent it. This means you are less likely to owe us money as a result of us honouring a transaction when there are insufficient funds in the account
- if the account becomes overdrawn for any reason (e.g. we couldn't prevent the overdrawn due to a system outage), we won't charge debit interest on the overdrawn amount. We don't charge an overdrawn fee on any accounts we offer

At any time after your AMP Access Account is opened, you can ask us to remove or apply the Basic Features in accordance with the signing authority on the account.

We may remove Basic Features from an AMP Access Account if all account holders cease to be Eligible Government Card Holders or if you switch your AMP Access Account to another product (refer to condition **8.3.1 Switching savings and transaction accounts**).

If you have (or apply for) an AMP Access Account with Basic Features:

- we may request evidence that an account holder is an Eligible Government Card Holder and verify that information with government agencies
- you agree to tell us if all account holders cease to be Eligible Government Card Holders.

### 4.2 What you need to provide when you open an account - 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 to one or more external organisations to electronically match 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 copies of your and/or your connected parties including signatories, original certified identification documents so that we can verify your and/or your connected parties' identity.

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 and details of the foreign tax identification number and country
- phone number
- email address.

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.

If you are not an individual or cannot provide these details and documents, we may, acting reasonably, 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, may also be required to 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 deed
- personal identification documents of connected parties who are individuals for example, individual trustees, beneficial owners or controlling persons (as applicable), signatories, power of attorneys.

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

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

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

If we cannot identify you and/or verify your identity, or the identity of any connected party, any signatory on your account or any person to whom access to your account has been provided, at time of onboarding or at any time throughout the life of the customer relationship, to our reasonable 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, or the identity of any connected party, any signatory on your account or any person to whom access to your account has been provided, at time of onboarding or at any time throughout the life of the customer relationship is an offence and is a breach of these 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, despite our reasonable efforts, 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 at time of onboarding or at any time throughout the life of the customer relationship
- if we are concerned that the request/action may breach any obligation, or cause us to commit or participate in an offence under any legislation.

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

- have not, despite our reasonable efforts, 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, at time of onboarding or at any time throughout the life of the customer relationship
- 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, except to the extent that the liability arises from our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors, or agents).

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

From time to time we may need to reconfirm your details, or the details of any connected party, any signatory on your account or any person to whom access to your account has been provided, request that you provide further information and/or re-verify your identity or the identity of any connected party, any signatory on your account or any person to whom access to your account has been provided, to satisfy our obligations under any legislation, such as AML/CTF laws, sanctions laws, Foreign Account Tax Compliance Act, 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 or any connected party, any signatory on your account or any person to whom access to your account has been provided:

- have a material change in your/their 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 or suspect that you/they may become a politically exposed person as defined in the AML/CTF laws
- become or suspect that you/they may become a proscribed person for the purposes of sanctions law (You can find out more about whether you are a proscribed person or a politically exposed person by checking the AUSTRAC website at [www.austrac.gov.au](http://www.austrac.gov.au))

- are commonly known by a name other than the name provided in your application for an account
- where the account is opened in the name of a trust, and the trust makes a distribution to a beneficiary who is a foreign tax resident. You will notify us within 30 days of the distribution being made. You will also provide us with the beneficiary details requested, including details in relation to their foreign tax residency.

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

- fail to provide us with any additional information we reasonably request regarding your or any connected party, any signatory on your account or any person to whom access to your account has been provided, identification information, documentation, payments or transactions, as applicable
- fail to notify us of the types of events outlined above
- provide us with false or misleading identification information.

### 4.3 When is your account ready to use - your account opening date

Your account opening date is the date on which we notify you that we have finished processing your application and opened your account.

To ensure that we are able to finish processing your application, all of the information and any documentation you provide must be complete in all respects, and satisfactory to us.

For a term deposit, we must also receive your funds by personal cheque or a debit to a bank account (held with us or another financial institution that you have registered with us, and the nominated account must be in the same name as your term deposit application) before we can finish processing your application and open your account.

### 4.4 Account limits, minimums and maximums

Minimum opening balances apply to some accounts. Maximum balance amounts may apply to accounts held in a single Customer Name. See condition **2 - Product features at a glance** for details.

These amounts may vary from time to time. We will inform you of any change in accordance with condition **8.4.1 What happens if we vary these terms and conditions?**

### 4.5 The length of a term deposit

We will determine from time to time the minimum and maximum terms for a term deposit. Within the range set by us, you may choose a term of any length.

The minimum term for a new term deposit depends on the opening balance of the term deposit. See Condition **2 - Product features at a glance** for details.

For term deposits with terms less than five years, if the prospective maturity date is on a non-business day, the actual maturity date of your term deposit will be set as the next business day.

For term deposits with terms of five years, if the prospective maturity date is on a non-business day, the actual maturity date of your term deposit will be set as the last business day before that prospective maturity date.

To find out about the current range of terms and interest rates available, contact us on **13 30 30** or go to our website at **amp.com.au**.

### 4.6 Confirming your account details

We will send you confirmation of the details of your account (that is not a term deposit) after we open it, either by letter or electronically.

We will send you a confirmation of the details of your term deposit after we open it, and after we pay interest at any time during the term, either by letter or electronically.

# 5 Interest

## 5.1 When and how interest is calculated

### 5.1.1 Interest we pay on accounts (that are not term deposits)

We calculate interest from the date your account is opened. We may vary the interest rate applying to your account, in accordance with condition **8.4.1 What happens if we vary these terms and conditions?** including by reducing the interest rate to zero. We will inform you of any change in accordance with condition **8.4.1 What happens if we vary these terms and conditions?**. The interest rate for your account may also change depending on the daily balance held in the account. Interest rates are variable and subject to change.

Interest is calculated and accrued daily based on the balance of your account. Interest is paid on the first day of the month after the month in which it accrues.

For example, if:

- your account is opened on the first day of the month
- the month in which the interest is calculated has 30 days
- your account balance is \$1,000 at the close of business for every day of the month
- the interest rate applicable during the month to your account is 1.00% pa
- your interest is paid monthly,

then the interest paid to your account on the first day of the next month will be calculated as follows:

$$\frac{(\$1,000 \times 1.00\%)}{365} \times 30 = \$0.82$$

We do not pay you any interest for the day on which your account is closed.

Details of the interest rates applicable to accounts are available by calling us on **13 30 30** or on our website at **amp.com.au**.

### 5.1.2 Interest we pay on accounts opened on the last day of any month

If your account is opened on the last day of any month, the interest is calculated daily (including for that day) 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 and the account balance on that day and every day of the following month is \$1,000
- the interest rate applicable to your account during both months is 1.00% pa
- the interest is paid monthly,

then the first interest amount paid to your account - for 32 days (1 day in July and 31 days in August) - will be paid to your account on 1 September, and will be calculated as follows:

$$\frac{(\$1,000 \times 1.00\%)}{365} \times 32 = \$0.88$$

### 5.1.3 Interest we pay on term deposits

The interest rate applying on a term deposit varies depending on:

- the term of the deposit
- the amount of the deposit
- how often interest is paid.

We calculate interest from the date your account is opened. Once a term commences, the interest rate is fixed for that term.

Interest is calculated daily and is paid:

- at maturity for terms of less than 1 year
- monthly, quarterly, 6-monthly, or annually for terms of 1 year or more

We do not pay you any interest for the day on which your term deposit is closed.

Interest on a term deposit is paid:

- into your nominated account with us or another bank, building society or credit union
- to you by bank cheque
- into your term deposit when it is rolled over and held for another term, and you have instructed us to reinvest the interest payable at maturity.

If interest is paid to you during the term of the deposit ('interim interest'), we will deposit it into an account you nominate, or pay you by bank cheque.

For example, if;

- you opened a term deposit on 1 June with a balance of \$20,000 for a 12-month term
- the interest rate applicable for the term is 1.50% pa
- you request interest to be paid quarterly,

then the first interim interest payment would be calculated up to 31 August and paid on 1 September, as follows:

$$\frac{(\$20,000 \times 1.50\%)}{365} \times 92 \text{ (no of days in quarter)} = \$75.62$$

Details of the interest rate applied to your term deposit are available by contacting us on **13 30 30** or by viewing your account through My AMP or the My AMP app.

Details of Interest rates applicable to new term deposits are available by contacting us on **13 30 30** or on our website at [amp.com.au](http://amp.com.au).



# 6 How to use your account - access and transactions

## 6.1 Using and operating your account

### 6.1.1 How to make deposits to your account

For accounts other than term deposits, you can deposit funds into your account in the following ways:

- direct credit from an external account or external party
- electronic transfer from another account held with us
- depositing via Bank@Post (using an AMP Visa Debit Card)
- by mailing a cheque to us
- any other way we advise you.

You can make the initial deposit to your term deposit by sending a personal or bank cheque with your application, or by a debit to a bank account (held with us or another financial institution that you have registered with us) that is initiated by us.

For term deposits, you may deposit funds into your account only at the time your account is opened, or when you elect to roll your term deposit over at the maturity date. Other than at these times, you cannot make any additional deposits to a term deposit. See condition **7.2 - Your options when your term deposit matures** for details.

Debits from an account (held with us or another financial institution) initiated from your account to make a deposit to your account may be permitted, at our reasonable discretion.

Some deposit methods listed above may not be available on all accounts. See condition **2 - Product features at a glance** for details.

You cannot send us money electronically until we have advised you that your account has been opened. When you deposit a cheque to your account you cannot use or withdraw the funds until they are cleared. For more information on depositing cheques and clearance times see the condition regarding Cheques in the Account access and operating terms and conditions.

Acting reasonably, we may refuse to accept any deposit to any account without notice to you, where we have determined it is reasonably necessary to protect you or us. You will not be credited for any deposit we accept until we receive the funds.

We may charge you a fee for any direct credits or other deposits that are dishonoured. For further details, see our **Deposit products fees and charges guide**. Dishonour fees will not be charged on any AMP Access Account while the Basic Features described in condition **4.1.2 Requesting AMP Access Account - Basic Features** apply to the account.

Refer to our **Account access and operating terms and conditions** for more information on the ways to make deposits, and about other access methods. This and our **Deposit products fees and charges guide**, are available on our website [amp.com.au/bankterms](http://amp.com.au/bankterms) or by calling us on **13 30 30**.

### **A bank account is no place for abuse.**

You must not use My AMP or any of our products or other services to engage in conduct that, in our reasonable opinion is unlawful, bullying, harassing, defamatory, abusive (including financial abuse) or violent towards any person, threatens physical or mental harm towards any person or is inappropriate in any other way (**unacceptable conduct**).

- If we reasonably suspect that you are using My AMP or any of our other products or services to engage in unacceptable conduct, we may exercise our rights set out in condition **1.4 - What happens if you breach these terms and conditions?** where we reasonably consider doing so is necessary to protect another person from unacceptable conduct.

- If the unacceptable conduct is severe or repeated, we may reasonably close your accounts without giving notice.
- In some circumstances, we will report unacceptable conduct to law enforcement.
- If you experience unacceptable conduct, please contact us on **13 30 30**. We will keep this confidential and may be able to assist by making changes to your account access arrangements or helping you to establish a new account.

Domestic and family violence isn't always physical. It includes financial abuse which can involve removing access to money, manipulating financial decisions, or using someone's money without their consent. More information and supporting resources are available at [amp.com.au/financial-abuse](https://amp.com.au/financial-abuse).

### 6.1.2 How to make withdrawals from your account

You can withdraw funds from your account in the following ways:

- by AMP Visa Debit Card via ATM, eftpos or contactless purchase
- online as a 'card not present' transaction or through a provider who uses stored card facilities
- using My AMP (internet banking or the My AMP app)
- BankAssist (operator-assisted telephone banking)
- BankFax (fax banking)
- BPAY
- periodical payment
- electronic withdrawals
- bank cheque (at AMP Bank's discretion)
- pay anyone transfer
- PayID
- any other way we advise you.

Some withdrawal methods listed above may not be available on all accounts. See condition **2 - Product features at a glance** for details.

Direct debits initiated from other accounts to make a withdrawal from an AMP Saver Account, AMP Business Saver Account, or AMP SuperEdge Saver Account are not permitted.

Withdrawals from a term deposit are not permitted during the term, except where we agree to your request for a full or partial withdrawal before the end of the term. See condition **7.2.4 Early withdrawals from your term deposit** for details about withdrawals from a term deposit before the end of the term.

Fees and charges may apply for withdrawals from accounts. Refer to the **Deposit products fees and charges guide**, available on our website at [amp.com.au/bankterms](https://amp.com.au/bankterms) or by calling us on **13 30 30**.

## 6.2 Adjustment of debits and credits to your account

We may, acting reasonably, assign any date we consider appropriate to a debit or credit on your account (except that, in the case of a debit, the date will not be earlier than the date on which the relevant transaction occurred).

We will credit payments to your account as soon as practicable after we receive them. This is not necessarily the same day that you or someone else initiates a credit to your account (for example using a direct credit).

We may adjust debits and credits on your account and adjust the account balance to accurately reflect the legal obligations of both you and us (for example, because of an error). If we do this, we may make other reasonable changes as a result, including to the interest payments, or fees and charges.

## 6.3 Overdrawing

You must keep the balance of your account in credit at all times. If for any reason your account is overdrawn, you must immediately repay the amount by which it is overdrawn and any debit interest that may have accrued.

To avoid overdrawing, make sure you know when a withdrawal (such as a scheduled payment or direct debit) is due, and ensure that funds will be available for that withdrawal. When a direct debit and direct credit are due on the same day, the direct debit may be processed first and therefore sufficient funds must already be available in your account to cover the withdrawal.

We may charge interest, or close your account, whenever your account is overdrawn without prior arrangements being made with us (see condition **7.1.3.1 .When we may close an account**). Any such interest will be charged to your account on the first day of the month after it accrues.

For example, if your account is overdrawn by \$1,000, and the debit interest rate is 12.00% p.a., and the account remains overdrawn for a period of 1 day, then the debit interest that we will charge you will be calculated as follows:

$$\frac{(\$1,000 \times 12\%)}{365} \times 1 \text{ day} = \$0.33$$

Details of the interest rates applicable to accounts are available by contacting us on **13 30 30** or on our website at [amp.com.au/banking/interest-rates-fees](http://amp.com.au/banking/interest-rates-fees).

Interest will not be charged on any overdrawing of an AMP Access Account while the Basic Features described in condition **4.1.1 .Requesting AMP Access Account - Basic Features** apply to the account.

## 6.4 Accessing and transacting on your account - additional information

For additional information about account access methods, including electronic communication, BankAssist and direct credit facilities refer to our Account access and operating terms and conditions available online at [www.amp.com.au/bankterms](http://www.amp.com.au/bankterms) or by calling us on **13 30 30**.

## 6.5 Who can use an account?

### 6.5.1 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.

#### 6.5.1.1 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 withdrawals.

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

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

You may request the signing authority on your account to be set as 'any two to sign' or 'all to sign'.

If you do, and we agree:

- AMP Visa Debit Cards (if available for your account type) will not be issued on the account

- 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 reasonable satisfaction
- unless we reasonably believe that a joint account holder is experiencing financial difficulty:
  - withdrawal requests must be authorised in accordance with your signing authority
  - any request to process a transaction or change account information will need to be authorised in accordance with your signing authority
- where we reasonably believe that a joint account holder is experiencing financial difficulty and has a pressing financial need, authorise us to act on requests made by that person to prevent or reduce the financial hardship they may experience.

#### **6.5.1.3 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.

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 reasonably request) for each signatory or third party. For details of the required forms, documents and information please contact us on **13 30 30**.

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

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 promptly of any changes in authorised signatories or third parties.

#### **6.5.1.4 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 promptly if you wish to change your ACMS adviser's transaction authority.

## 6.6 Getting information about your account - account statements

We will provide an account statement at least every six months. At your request we will provide statements more frequently.

For joint account holders, statements will be sent to all account holders unless you request otherwise.

For all other accounts you may choose to receive statements electronically (online). If you do, we will not send you paper statements. We will notify you by email when your statement is available to view online. You must have a valid email address and access to internet banking to receive online statements.

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. Please contact us on **13 30 30** if you have any questions about transaction shown on your account statement. Condition **9.4 Complaints** provides details on how you may lodge a complaint about your statement or transactions on your account.

All the statements for your account can be viewed through internet banking and downloaded for printing. A fee may be charged if you request duplicate copies of paper statements.

For term deposits, an account confirmation will be provided either by letter or electronically after opening, and after we pay interest at any time during the term.

## 6.7 Fees and charges on your account

### 6.7.1 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 deposit accounts and for special services are set out in the **Deposit products fees and charges guide** 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). We may change the applicable fees and charges in accordance with condition **8.4.1 What happens if we vary these terms and conditions?**. For information about notice we will give you, see condition **8.4.1 What happens if we vary these terms and conditions?**.

Special services include, but are not limited to:

- undertaking a transaction trace or verification
- dishonouring an electronic transaction made from your account or when a cheque deposited to your account is dishonoured
- processing a 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.

# 7 Closing your account

## 7.1 Who can request that an account be closed, and what happens?

### 7.1.1 When you ask us to close your account

We will close an account when you ask us to by:

- writing to us
- calling us on **13 30 30**
- sending us a secure message through My AMP (where your account signing authority is 'any to sign')
- contacting us by electronic communication (where you have opted in)
- by any other contact method we agree to.

Your request to close your account must be made in accordance with your account signing authority.

You are liable for all transactions initiated before we close your account.

Monthly fees may apply even though your account has only been open for part of a calendar month.

If there are uncleared funds or outstanding debit card holds in your account when you ask us to close the account, we will not close the account until the funds or holds are cleared. You must ensure that you have sufficient funds in your account to ensure these holds are cleared.

### 7.1.2 Closing your term deposit before it matures

You may request an early withdrawal from your term deposit (ie to close your term deposit before the maturity date). See condition **7.2.4 Early withdrawals from your term deposit** for details of what happens when you do so.

### 7.1.3 When we may close your account

#### 7.1.3.1 When we may close an account

We may close your account at any time. We will give you reasonable notice. We will act fairly and reasonably if we do this.

#### 7.1.3.2 We may close your account without giving you notice

We may close your account without giving you prior notice for the following reasons:

- your account is dormant (ie no deposits or withdrawals are made by you) for six months and has a nil or negative balance for a minimum of six months
- we cannot identify you and/or verify your identity, or the identity of any connected party, any signatory on your account or any person to whom access to your account has been provided, at time of onboarding or at any time throughout the life of the customer relationship, to our satisfaction
- it appears to us that you or any connected party, any signatory on your account or any person to whom access to your account has been provided:
  - may be a proscribed person under the Charter of the United Nations Act 1945 (Cth)
  - may be in breach of the laws of any jurisdiction relating to money laundering or terrorism financing
  - appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction

- where your account is designed for domestic or personal use by you as a personal customer and is being used for business purposes
- we are required to do so by court order or by law
- we are required to do so to comply with any direction or instruction from a government body or agency, such as the Australian Taxation Office, Australian Federal Police or ASIC
- we reasonably consider necessary, for example to comply with any laws in Australia or overseas, card scheme rules or to manage any risk
- we believe your account is being used fraudulently or in a way that might cause you or us to lose money;
- you, or any signatory on your account or any person to whom access to your account has been provided, have conducted your account in a manner we reasonably consider is unsatisfactory, inappropriate, or inconsistent with these terms and conditions
- we suspect a breach of law involving your account
- you haven't provided an initial deposit and have a zero balance after 90 days of opening your account
- we believe on reasonable grounds that you, or any connected party, any signatory on your account or any person to whom access to your account has been provided, may be a person, or acting for a person, we are not permitted to deal with by law, or as directed by a regulatory authority
- we believe on reasonable grounds that you made incomplete or incorrect declarations in your application, or at any time throughout the life of the customer relationship, regarding any of the following:
  - your reason for opening an account
  - the source of funds for your account
  - the nature and purpose for your account
- if we reasonably suspect that you, or any connected party, any signatory on your account or any person to whom access to your account has been provided, are residing in a higher risk jurisdiction. We may also suspend your account and all access methods, while you, or any connected party, any signatory on your account or any person to whom access to your account has been provided, are in a higher risk jurisdiction.

We may close your account without giving you prior notice if we determine at any time that you intend to use or are using your account to:

- operate and/or support a domestic or international funds remittance arrangement, business or service
- trade in or to support trading in cryptocurrencies or digital currency
- operate as a shell bank or operate with another institution that is dealing as a shell bank.

We may also choose to combine any accounts you have with us as part of any closure actions we take. See condition **7.4 *When we may combine your accounts*** for details about us combining accounts.

## 7.2 Your options when your term deposit matures

### 7.2.1 Before your term deposit maturity date

We will contact you in writing before your term deposit's maturity date.

We will include details of:

- the instructions you gave us as to how your funds and interest are to be dealt with at maturity
- the term
- the maturity date
- the interest rate

- the principal balance
- the gross interest accrued
- the net interest payable at maturity
- the total balance payable at maturity
- details of any new term deposit, subject to your maturity instructions.

### 7.2.2 Payment of deposit and interest

When you apply for your term deposit, you must also instruct us about the actions to take when your term deposit matures.

You may change your instructions at any time, however if you wish to change your nominated account, you may need to provide us with evidence of ownership of the new account you're nominating.

When your term deposit matures, you can instruct us to:

- reinvest the principal and interest due at maturity for another term (available for terms less than or equal to one year)
- reinvest the principal only for another term, and have the interest due at maturity paid to you
- pay the principal plus interest due at maturity into your nominated account or to you by bank cheque.

For example:

- if your last instruction is to reinvest the principal and interest for three months, we will reinvest the principal and any interest due at maturity for a new three-month term.
- if your last instruction was to reinvest the principal only for three months, and pay interest due at maturity to your nominated account, then we will reinvest the principal for a new three-month term, and pay any interest due at maturity to your nominated account.

If you have not nominated an account, the principal and interest due at maturity may be sent to you by bank cheque at the address we have on our records.

We will pay the principal and interest to you, the account holder, only.

If your term deposit is reinvested for another term, you may be paid a different interest rate than the rate that applied for the expiring term.

For information about current interest rates and available terms at any time, go to [amp.com.au](http://amp.com.au).

### 7.2.3 Term deposit maturity requests

If we receive your term deposit maturity request (including any change to your maturity instructions) by 2.30pm (Sydney time), and you contact us by electronic communication, by phone or by mail, or if you contact us through internet banking, we will act on your request on that business day, subject to any errors, difficulties, or faults in providing the service.

If your term deposit maturity request is received on a non-business day or after 2.30pm (Sydney time) on a business day, your term deposit maturity request will be completed on the next business day, subject to any errors, difficulties, or faults in providing the service.

We will not be liable for any losses to you associated with a delay in us acting on your maturity instructions, where that delay is caused by your failure to meet the cut-off deadlines outlined above, or through your errors or inaccuracies in the instructions you provide to us.

#### 7.2.3.1 Changing your term and interest frequency when reinvesting

When your term deposit matures, if you reinvest your principal only, or your principal plus interest, for another term, you may:



- change to a different (length of) term
- if the new term is 12 months or more, change the payment frequency for interim interest.

### 7.2.3.2 Adding or withdrawing funds at maturity

When your term deposit matures, if you intend to reinvest for a further term, you can:

- deposit an additional amount (up to the maximum balance amount)
- withdraw any amount, (subject to the minimum remaining balance being \$5,000, unless we agree otherwise).

Deposits of additional amounts to or withdrawals from your term deposit can only be made at the end of the term, and before we complete the reinvestment of the funds in accordance with your instructions. Funds for any additional deposit must be available to us on the date of maturity of your term deposit, otherwise they will not be added for the new term.

### 7.2.4 Early withdrawals from your term deposit

You may request a full or partial withdrawal from your term deposit before the maturity date, subject to you providing at least 31 days' notice. If the time remaining before the maturity date is 31 days or less, you cannot withdraw before the maturity date, except in the situation below.

31 days' notice for early withdrawal is not required:

- where your request is due to financial hardship (see condition **9.3 – *When times are tough*** for more information)
- for one month term deposits
- for withdrawals within the first seven days of any term.

If you believe that, at some time in the future, you may need to withdraw or transfer funds from a term deposit without notice, other deposit products may be more suitable.

Where 31 days' notice is required, if the time remaining before the maturity date is 31 days or less, you cannot withdraw before the maturity date.

You must request an early withdrawal:

- in writing
- via BankAssist
- by electronic communication.

Your early withdrawal request must be made in accordance with your account signing authority.

We must receive your early withdrawal request before 2.30pm (Sydney time) on a business day to process it on the same business day. Requests received after 2.30pm (Sydney time) will be processed on the next business day. The full or partial withdrawal will be processed on the next business day after the expiry of the notice period nominated by you (a minimum of 31 days' notice is required).

Any principal amount from the early withdrawal (and any interest due) will be paid:

- into an account nominated by you; or
- to you by bank cheque.

### 7.2.4.1 Interest rate adjustments for early withdrawal

When we process an early withdrawal from your term deposit, the interest rate will be adjusted based on the proportion of the original term elapsed on the date of the early withdrawal. The amount of interest rate adjustment applied for early withdrawals from term deposits may vary from time to time.

For information regarding the current interest rate adjustments, please refer to the Deposit products fees and charges guide, available on our website at [amp.com.au/bankterms](http://amp.com.au/bankterms) or by calling us on **13 30 30**.

No interest rate adjustment will be applied where an early withdrawal is requested because of the death of an account holder.

Any part of the original principal balance remaining after a partial withdrawal will continue to earn interest at the original rate for the remainder of the term and under the same terms and conditions which applied at the time the original deposit was made.

If interim interest has already been paid (at the original interest rate) and all or part of the term deposit is withdrawn before maturity, we may recover all or part of the interim interest from you by reducing the total amount paid to you after the early withdrawal is processed. This may mean that the amount is less than the full principal of your term deposit.

For any early withdrawal requested, when applying the interest rate adjustment, if the calculation of the applied interest rate adjustment results in more than two decimal places, the applied interest rate adjustment will be rounded down to two decimal places, which is in your favour. Where the calculation of the applied interest rate adjustment results in two decimal places or less, no rounding is applied.

*Example:*

This example illustrates how the interest payable is calculated and when the applied interest rate adjustment is more than two decimal places. The applied interest rate adjustment is always rounded down to two decimal places, which is in your favour.

For example, and for illustrative purposes only, you invest \$300,000.00 in an AMP Bank Term Deposit on 13 April 2023 for eleven months (330 days) at an interest rate of 3.85% pa.

On 28 April 2023 (15 days later) AMP Bank receives notice from you requesting an early withdrawal in 31 days. The withdrawal date is set as 29 May 2023, meaning the actual term will be 46 days.

*Step 1 : Calculating the portion of the original term completed*

$$\begin{aligned} \text{Portion of the original term completed} &= \frac{\text{Number of days deposited}}{\text{Number of days in the term}} \times 100\% \\ &= \frac{46 \text{ (i.e. } 15 + 31) \text{ days}}{330 \text{ days}} \times 100\% \\ &= 0.1394 \text{ (13.94\%)} \end{aligned}$$

As the portion of the original term completed is 13.94% which is less than 20% of the term, a 90% interest rate adjustment is applied to the original interest rate of 3.85% pa in accordance with clause 1.6 of the Deposit Products Fees and Charges Guide.

*Step 2: Applying the interest rate adjustment*

$$\begin{aligned} \text{Applied interest rate adjustment} &= \text{Interest rate adjustment} \times \text{Original interest rate} \\ &= 90\% \times 3.85\% \text{ pa} = 3.46\% \text{ pa (3.465\% pa, rounding down to two decimal places which is in your favour)} \end{aligned}$$

*Step 3: Calculating the interest you have earned based on the original rate*

$$\begin{aligned} \text{Interest you have earned based on the original rate} &= \text{Early withdrawal amount} \times \text{Original interest rate} \times (\text{Number of days deposited})/365 \\ &= \$300,000 \times 3.85\% \text{ pa} \times 46/365 \\ &= \$1,455.62 \end{aligned}$$

*Step 4: Calculating the interest adjustment*

$$\begin{aligned} \text{Interest adjustment} &= \text{Early withdrawal amount} \times \text{Applied interest rate adjustment} \times (\text{Number of days deposited})/365 \\ &= \$300,000 \times 3.46\% \text{ pa} \times 46/365 \end{aligned}$$

= \$1,308.16

*Step 5: Calculating interest payable after the interest adjustment*

*Interest payable = Interest you have earned based on the original rate – Interest adjustment*

*= \$1,455.62 – \$1,308.16 = \$147.46*

Together with the \$300,000 withdrawal amount, you are paid \$147.46 interest on the early withdrawal date of 29 May 2023.

The example above is indicative only and uses rates and figures AMP Bank has selected to demonstrate how an AMP Bank Term Deposit operates. Actual interest rates vary from time to time. The calculations include rounding of decimal places as detailed above and assume all dates are business days.

### 7.3 Payment for credit balances or debit balances of closed accounts

If your account is closed and there is a credit balance, we will pay you an amount equal to:

- the credit balance
  - plus
- credit interest accrued but not paid by us
  - less
- any government duties, taxes, or other government charges payable by you
  - less
- any reasonable fees and charges incurred by your account up to and including the day we close your account, including our reasonable costs incurred by us in closing your account.

We will pay this amount to you by any means we deem appropriate, acting reasonably. We will only be able to do this if we have your current bank account details, or if we have been able to contact you to obtain your current details. We will make reasonable attempts to contact you.

If your account is closed and there is a debit balance, you must immediately pay us an amount equal to;

- the debit balance
  - plus
- debit interest accrued but not charged by us
  - plus
- any government duties, taxes, and other government charges payable by you
  - plus
- any reasonable fees and charges incurred by your account up to and including the day we close your account, including our reasonable costs incurred by us in closing your account.

### 7.4 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) where we reasonably consider that it is in our legitimate interests to do so.

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: Recovery of debts from Services Australia income support payments or Department of Veterans' Affairs 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, acting reasonably and in accordance with our legitimate interests, we may also close any of your accounts and/or switch any of your remaining accounts into a different account type.

## 7.5 Unclaimed monies

We are required by law to forward the credit balance of your account, (less any fees and charges that may be owing by you) to the Australian Government as Unclaimed Money if you have not transacted on ('operated') your account for seven years or more, unless:

- the credit balance of the account is below the threshold set by the government from time to time
- a hold has been placed on your account by an order of a court of law, or if any other restriction by law prevents us from accepting deposits or withdrawals from your account
- your account is held:
  - as security for a loan or other financial obligation
  - for set-off or account combination purposes, or for a loan or another financial obligation
  - in escrow for a contract
- you tell us that you want to treat the account as active.

If any hold imposed on your account is lifted and then you do not operate the account for seven years from that date, we may forward the balance to the Australian government as Unclaimed Money.

If your funds have been transferred to the Australian Government, you may submit a claim for the funds to be returned to you. Fees may apply for the processing of your request for the return of any Unclaimed Money.

Please contact us on **13 30 30** for details of how to make a claim.

# 8 When things change

## 8.1 When your personal or contact details change

You must advise us promptly 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 using secure message through My AMP. Where you've called us to update an address, you authorise the person you speak with to update the address details in our records on your behalf.

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 which are caused by your failure to provide us with your current and accurate personal details and contact information.

## 8.2 When your entity or entity contact details change

You must advise us promptly 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, or any other details. You can notify us of changes to your entity details by mail, phone, or using secure message through My AMP.

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 which are caused by your failure to provide us with your current and accurate entity details and contact information.

## 8.3 Changing your account to another product

### 8.3.1 Switching savings and transaction accounts

You can request that your existing account be switched into the products in the table below. No other product switching is permitted.

Switches allowed from	Switches allowed to
AMP Access Account *	AMP Cash Manager
AMP Cash Manager	AMP Access Account AMP SuperEdge Cash Account AMP SuperEdge Pension Account
Business Saver Account	AMP SuperEdge Saver Account
AMP First	AMP Access Account AMP Cash Manager

\*Note: If the Basic Features described in condition **4.1.2 Requesting AMP Access Account - Basic Features** apply to the AMP Access account, those features will stop applying when the product is switched.

Contact us on **13 30 30** for more information on how to request to switch your account to a different product.

### 8.3.2 Switching term deposits

Term deposits cannot be switched to any other account type.

## 8.4 Variations to terms and conditions

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

We may from time to time vary or add to these terms and conditions, for one or more of the following reasons, including:

- to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice
- to reflect any decision of a court, ombudsman or regulator
- to reflect a change in our systems or procedures, including for security reasons
- to reflect any changes to the cash rate or such other reference rate determining (in full or partially) any applicable interest rate
- to respond to changes in the cost of providing accounts
- if we discontinue a product in which case we may change the terms of your product to reflect a different product with similar features to the discontinued product
- to make these terms and conditions clearer or to amend, add or remove features.

We will tell you about changes as soon as reasonably possible and we will comply with any obligation under a law or code of conduct that applies to us about how and when we must tell you about any changes.

Subject to this we will tell you about any changes in writing (including by email), we may do this by publishing notices of the changes on our website, or by placing a notice in a national newspaper.

For changes to interest rates we will tell you about the change no later than the date of the change unless we are not able to because the interest rate is calculated according to a money market or some other external reference rate, or a rate otherwise designated as a variable or floating rate.

Except for changes to interest rates, if a change is unfavourable to you, we will give you reasonable notice of the change, generally at least 30 days' notice.

We may give you a shorter notice period for changes that are not unfavourable to you. We may also give you a shorter notice period, or no notice, of an unfavourable change if:

- it is reasonably necessary for us to manage a material and immediate risk
- the change is required by law, code or regulation
- a government fee is introduced or changed that is payable directly or indirectly by you. In that case, we will tell you either by email or 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 will provide any notice under this clause to your postal address or an electronic address you have notified us of.

## 8.5 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 will provide information about the deceased account holder's accounts with us to a person authorised by a will, a person identified as the deceased account holder's next of kin in the Death Certificate (or other official document acceptable to us), or a person who has applied for letters of administration for the deceased account holder. Before we can provide any information, we must complete satisfactory identification and verification of the person who has requested it, and be provided with a copy of the Death Certificate.

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

Upon notice of death of the account holder, withdrawals (other than cheques presented according to the condition **8.5 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.

#### 8.5.2 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).

# 9 Other important information

## 9.1 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 [www.amp.com.au/bankterms](http://www.amp.com.au/bankterms).

## 9.2 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 comply with the ePayments Code.

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

## 9.3 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.

## 9.4 Complaints

Complaints are very important to us and we are committed to resolving them as quickly as possible. Our Complaint Handling Guide is available on our website or by contacting us on **13 30 30**.

### 9.4.1 What you need to do

If you wish to make a complaint you can contact us by phone, in writing (email or send us a letter) or via our website.

Call us on: **13 30 30**

Email us at: [AMPBankComplaints@ampbanking.com.au](mailto:AMPBankComplaints@ampbanking.com.au)

Write to us at: AMP Bank, Locked Bag 5059, PARRAMATTA NSW 2124

Website: [amp.com.au/support/complaints](http://amp.com.au/support/complaints)

### 9.4.2 What we will do

We will acknowledge receipt of your complaint within one (1) business day or as soon as we can.

If your complaint is resolved within five (5) business days we will not provide you with a written response, unless you request it. However, if your complaint is about hardship we will provide you with a written response even if your complaint is resolved within five (5) business days.



If your complaint cannot be resolved within five (5) business days, we will resolve it through our complaint resolution process.

We will provide you with:

- a name and contact information of the Customer Resolution Team responsible for handling your complaint,
- provide you with regular updates on the progress of your complaint, and
- specify a date when the investigation into the complaint is likely to be resolved.

When we complete our investigation, we will contact you to discuss our decision and then provide you with a written response including the outcome of the investigation and the reasons for our decision. Depending on the type of complaint lodged, different timeframes apply for the resolution of the complaint. You can find out more information by reading our Complaint Handling Guide on our website.

If we determine 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 determine 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 determination
- advise you whether there was any system or equipment malfunction at the time of the transaction.

The Account access and operating terms and conditions include more information regarding your liability in the case of unauthorised transactions, available on our website at [amp.com.au/bankterms](http://amp.com.au/bankterms) or by calling us on **13 30 30**.

#### 9.4.3 Not satisfied with our decision?

If you're not satisfied with the outcome of your complaint, you can refer your complaint to the **Australian Financial Complaints Authority (AFCA)**. AFCA is an independent body that provides a free complaint resolution service for complaints made to financial firms. The contact details for AFCA are:

##### **Australian Financial Complaints Authority**

GPO Box 3

MELBOURNE VIC 3001, Australia

Phone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

Website: [www.afca.org.au](http://www.afca.org.au)

There may be a time limit for referring your complaint to AFCA. You should contact AFCA or visit the AFCA website for more details.

#### 9.4.4 Getting help to make a complaint

If you need support or help to make a complaint you can ask an authorised representative, family member or friend to contact us on your behalf. We need your permission to speak with anyone else about your complaint, and this can be provided verbally or in writing. If you have a hearing or speech impairment you can use the National Relay Service as per the following:

- TTY (Text Telephone) users – phone 133 677 then ask to contact 13 30 30
- Speak and Listen (speech to speech relay) users – phone 1300 555 727 then ask to contact 13 30 30
- Internet relay users – visit the **National Relay Service** website

The Translating and Interpreting Service (TIS National) provides interpreting services to people who do not speak English and to agencies and businesses that need to communicate with their non-English speaking clients. TIS National can be contacted on 131 450.

## 9.5 Privacy and confidentiality

### 9.5.1 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](https://amp.com.au/privacy).

### 9.5.2 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](https://amp.com.au/privacy).

## 9.6 Tax matters

### 9.6.1 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.

#### 9.6.2 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.

#### 9.6.3 If you are a foreign tax resident

Foreign tax residency information must be provided by both individuals and entities (such as companies, associations, joint ventures, partnerships, limited partnerships, and trusts, including unit trusts and discretionary trusts).

If you, or any Controlling Persons of you in the case you are an Entity, are a foreign tax resident you/they must provide us with details of your/their country of tax residency and your/their Tax Identification Number (TIN) or provide a reason for not having one. AMP Bank are obligated to collect this information and report it to the ATO so that we can comply with the Common Reporting Standard (CRS) and the Foreign Account Tax Reporting Compliance Act (FATCA) requirements. You/they also agree to provide us with any other forms, documentation or other information we reasonably request, to enable us to comply with CRS and FATCA.

The ATO website ([ato.gov.au](http://ato.gov.au)) provides residency test calculators to help you determine your tax residency, and information of CRS and FATCA. Additional information about CRS and FATCA can be found on the OECD and IRS websites respectively ([oecd.org](http://oecd.org) and [irs.gov](http://irs.gov)).

### 9.7 Notices and certificates

#### 9.7.1 Notices

Notices we send by post to your last-known mailing address are deemed to be received by you on the seventh business day after posting.

Electronic notices we send to you are deemed to be received by you on the date of sending.

Notices you send to us by post are deemed to have been received by us on the seventh business day after posting.

Electronic notices you send to us are deemed to be received by us on the date of sending.

#### 9.7.2 Certificates

By opening an account, you acknowledge and agree that a certificate (or any other form of written notice as determined by us):

- that is signed by one of our officers
- which states that an amount is due from you to us in respect of your account
- which expresses any other facts in respect of your account
- which we have prepared after making reasonable enquiries, and
- which we are reasonably satisfied is true and accurate, to the best of our knowledge

will be admissible evidence of the amount or the facts. If you think there are mistakes with the certificate (or any other form of written notice as determined by us), contact us as soon as possible. Details of our dispute resolution processes are set out at **9.4 Complaints**.

## 9.8 Electronic communication

### 9.8.1 Electronic communications from us

Except as may be required by law, 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**.

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.

### 9.8.2 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 may obtain a fax delivery confirmation for each BankFax instruction or request you send to us. You may not receive a delivery confirmation when you submit documentation to us via email, unless you requested 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 our Account access and operating terms and conditions for more information about liability for unauthorised transactions, available online at [www.amp.com.au/bankterms](http://www.amp.com.au/bankterms) or by calling us on **13 30 30**.

#### 9.8.2.1 Email instructions

Email instructions that you send to us must be sent to **deposits@amp.com.au**. General banking enquiries can be made through 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.

#### 9.8.2.2 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.

#### 9.8.2.3 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.

Acting reasonably and in accordance with our legitimate interests, we may refuse to act on any instruction 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.

#### **9.8.2.4 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, except to the extent the loss is caused by the fraud, negligence or wilful misconduct of us, our related entities or our agents.

#### **9.8.3 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 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.

### **9.9 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.

### **9.10 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. Payments under the scheme are subject to a limit for each depositor.

Information about the Financial Claims Scheme can be obtained from APRA's website at [fcs.gov.au](https://www.fcs.gov.au)

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

# 10 Important words and what they mean

This condition contains a glossary of important words used in our product documents. You should refer to this glossary to help you understand our terms and conditions documents and Product Disclosure Statement.

**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: AMP Visa Debit Card, BankAssist, internet banking and BankPhone.

**account** means (unless otherwise stated in this document or the context requires otherwise):

- an AMP Bank deposit account
- an AMP Notice Account, an AMP 6-Month Notice Account, an AMP Notice Account Financial or an AMP 6-Month Notice Account Financial (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 Group** means AMP Limited ABN 49 079 354 519 and its subsidiaries which are all related bodies corporate.

**AMP Visa Debit Card** allows you to access funds in an account linked to your card.

**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's 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.

**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.

**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 AMP Visa Debit 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 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 Government Card Holder** means a personal customer (other than a sole trader) who holds any of the following Commonwealth government concession cards:

- Commonwealth Seniors Health Card
- Health Care Card
- Pensioner Concession Card

**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).

**internet banking** means our online internet banking service and includes My AMP and My AMP 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 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.

**offset arrangement** means the link between the offset deposit account and an eligible loan account enabling interest offsetting to occur.

**offset deposit account** means one or more accounts in an offset arrangement.

**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.

**PayID** is a unique identifier that can be linked to something easy to remember such as a phone number, email address or an Australian Business Number (ABN).

**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 AMP Visa Debit 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.



**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 AMP Visa Debit Card and a PIN, or by use of an AMP Visa Debit 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.

## 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