

# AMP Notice Accounts Product Disclosure Statement

# Contents

1	About this Product Disclosure Statement	1
1.1	Purpose of this Product Disclosure Statement	1
1.2	Who provides the products in this Product Disclosure Statement?	1
2	Product features at a glance	2
3	Significant benefits and risks	3
4	Costs	4
5	Financial Claims Scheme	5
6	Dispute resolution	6
6.1	When and what information is available to you?	6
6.2	What we need to do	6
6.3	Not satisfied with our decision?	7
7	Tax implications	8
7.1	Tax matters	8
8	General terms and conditions	10
8.1	Defined terms and important words	10
8.2	Who can open an account?	10
8.3	Opening your account	11
8.4	Confirming your account details	13
8.5	Agreeing to the terms and conditions	14
8.6	What happens if you breach this PDS?	14
8.7	Account and transaction limits - minimums and maximums	15
8.8	Interest	15
8.9	How to use your account - access and transactions	16
8.10	Adjustment of debits and credits to your account	18
8.11	Overdrawing	18
8.12	Accessing and transacting on your account - additional information	18
8.13	Who can use an account?	19
8.14	Getting information about your account - account statements	20
8.15	Fees and charges on your account	20
8.16	Closing your account	20
9	When things change	24
9.1	When your personal or contact details change	24

9.2	When you entity or entity contact details change	24
9.3	Changing your account to another product	24
9.4	Variations to terms and conditions	24
9.5	What happens when an account holder dies?	25
10	Other important information	27
10.1	Banking Code	27
10.2	ePayments Code	27
10.3	When times are tough	27
10.4	Complaints and resolving disputes	27
10.5	Privacy and confidentiality	27
10.6	Notices and certificates	28
10.7	Electronic communication	28
10.8	Other financial services	30
11	Important words and what they mean	31



# 1 About this Product Disclosure Statement

## 1.1 Purpose of this Product Disclosure Statement

This Product Disclosure Statement ('PDS') details the respective rights and obligations of you and AMP Bank in relation to the AMP Notice Account, AMP 6-Month Notice Account, AMP Notice Account Financial and AMP 6-Month Notice Account Financial (including the 'on-notice' account established during a withdrawal period). In this PDS a reference to "account" is a reference only to these accounts, unless the context requires otherwise. This PDS also gives information on a range of topics concerning the operation of your account.

The terms and conditions that apply to your account comprise this PDS (including the terms and conditions in condition **8 General terms and conditions**), the **Account access and operating terms and conditions**, the **Deposit product fees and charges guide** and any **Supplementary PDS** we provide to you that supplements this PDS.

This PDS is provided to assist you to compare products and to decide whether to acquire an account. It is important that you read and understand the PDS.

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

### UPDATED INFORMATION

The information in this PDS may be subject to change from time to time. We will tell you about any change we make as soon as reasonably possible. Information not materially adverse to prospective customers may be amended without issuing an updated or supplementary PDS. Please see condition **9.4.1 What happens if we vary these terms and conditions?** to find out more about changes we can make and what notice you will receive of these changes.

Information on current terms and conditions, standard fees and charges and any interest rates that apply to your account is available without charge on request or on our website at [www.amp.com.au/bankterms](http://www.amp.com.au/bankterms). You can contact us on 13 30 30, Monday to Friday 8.00am to 8.00pm and Saturday and Sunday 9.00am to 5.00pm (Sydney time).

The information in this PDS does not take into account your objectives, financial situation or needs. It is important that you read this PDS before making any decision to acquire a product. In particular, in considering whether to acquire any of the products that are the subject of this PDS, it is important that you consider the risks associated with the use of the products having regard to your own particular needs, objectives and financial situation.

## 1.2 Who provides the products in this Product Disclosure Statement?

The Accounts are issued by AMP Bank Limited ABN 15 081 596 009, AFSL and Australian credit licence 234517 (Issuer).

You can contact the Issuer:

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

## 2 Product features at a glance

Feature	AMP Notice Account AMP 6-month Notice Account AMP Notice Account Financial AMP 6-month Notice Account Financial
Minimum opening balance	\$0
Money at call?	n
Access card	n
Cheque book	n
Minimum account balance	\$0
Maximum account balance per customer name	\$10 million <sup>(i)</sup>
Electronic deposits & direct credits	y
Electronic withdrawals (pay anyone)	n
Direct debits	n
BankPhone	y
Online banking	y <i>deposits and information access only</i>
Electronic Communication	y
BankAssist	y
Periodical payments	n
BPAY <sup>(ii)</sup>	n
Chq/cash deposit at Bank@Post (\$10,000 cash limit)	n
Cash withdrawal at Bank@Post	n
Statements	at least 6-monthly
Daily interest on full closing balance	y
When interest is paid	monthly
Minimum notice periods for withdrawals:	
– AMP Notice Accounts	– 31 days
– AMP 6-month Notice Accounts	– 180 days
Withdrawal limits	min – \$500 per withdrawal max – 2 withdrawals per calendar month
Fee free transactions	Deposits and withdrawals free Fees for Special Services apply

(i) Higher maximum balances may be accepted at AMP Bank's sole discretion

(ii) ® Registered to BPAY Pty Ltd ABN 69 079 137 518

### 3 Significant benefits and risks

The following are benefits of your account:

- a variable rate of interest is calculated daily (on the daily closing balance of your account) and paid monthly to your account
- a variable minimum margin applies to the rate of interest applying on your account.

The following are risks of your account:

- your funds cannot be withdrawn without prior notice to us of at least:
  - o AMP Notice Accounts - 31 days
  - o AMP 6-month Notice Accounts – 180 days
- funds on notice for withdrawal cannot be accessed within the notice period
- the interest rate, including the minimum margin, applying to your account is variable and therefore can change at any time without your consent
- your account may be closed in certain circumstances (see condition **8.16.3 When we may close your account**)
- we may combine the balance of your account with one or more of any accounts you hold with us, including loan accounts (see condition **8.16.5 When we may combine your accounts**)
- a minimum withdrawal amount of \$500 and a maximum of two withdrawals per calendar month apply on your account
- no cooling off period applies for deposits to your account
- we may add new fees for special services in relation to your account
- we may increase fees for special services in relation to your account.

## 4 Costs

The fees and charges for the accounts are set out in condition **8.15 Fees and charges on your account**. We may change these fees and charges at any time in accordance with the terms and conditions (refer to condition **9.4 Variations to terms and conditions**).

You can find out the current costs fees and charges by contacting us on **13 30 30**, Monday to Friday 8.00am to 8.00pm and Saturday and Sunday 9.00am to 5.00pm (Sydney time).



## 5 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 <http://apra.gov.au> and the APRA hotline on **1300 131 060**.

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

# 6 Dispute resolution

If you have a complaint concerning matters covered by this PDS, you must tell us as soon as possible and provide all required information as reasonably requested by us.

You may tell us by:

- contacting us on **13 30 30**
- mailing us at AMP Bank, Locked Bag 5059, PARRAMATTA NSW 2124
- emailing us at **info@ampbanking.com.au**.

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

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

## 6.2 What we need to do

If your complaint cannot be resolved at first contact, we will keep you informed of the progress and aim to give you a full response to your complaint within 21 days. We will provide you with the name and contact information of the internal staff member responsible for handling your complaint.

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

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

Other than in exceptional cases we will take less than 30 days from receiving your complaint to complete our investigation. If we don't, we will:

- inform you of the delay including the reasons for the delay
- provide you with monthly updates on the progress of the investigation
- specify a date when a decision can reasonably be expected, and
- provide you with the name and contact details of our external dispute resolution providers.

When we complete our investigation, we will provide you with a written response including:

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

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

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

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

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

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

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

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**.

### 6.3 Not satisfied with our decision?

If you're not satisfied with the resolution of your complaint you can contact the Australian Financial Complaints Authority .

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

AFCA is an independent body that provides a fair and free complaint resolution service for financial complaints made by consumers and small businesses about financial firms. The contact details for AFCA are:

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

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

# 7 Tax implications

## 7.1 Tax matters

### 7.1.1 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.

### 7.1.2 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.

### 7.1.3 If you are a foreign tax resident

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

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

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

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

## 8 General terms and conditions

### 8.1 Defined terms and important words

Condition **11.11 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.

### 8.2 Who can open an account?

#### 8.2.1 Who can open what type of account?

	AMP Notice Account AMP 6-month Notice Account	AMP Notice Account Financial AMP 6-month Notice Account Financial
Personal customers	n	n
Sole traders (using 'trading as' in the Customer Name)	n	n
Trustees (for a Self-Managed Superannuation Fund) <sup>(i)</sup>	y	n
Trustees (excluding for a Self-Managed Superannuation Fund) <sup>(i)</sup>	y	n
Companies registered in Australia	y	n
Incorporated and unincorporated associations, partnerships, government bodies, registered co-operatives and foreign companies.	y	n
Financial Institutions	n	y

*(i) Refer to condition 8.2.3 Accounts for companies, trusts and other organisations.*

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.

#### 8.2.2 Accounts for personal customers

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

- we will assume that the account is a joint account unless you tell us otherwise
- the authority to operate on the account will be for any of you to sign, unless you tell us otherwise
- you may nominate the number of signatories required for withdrawals (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
- we may accept as a deposit any cheque payable to any one or more of you
- we may send you notices, statements or other documents including changes to these terms and conditions by mailing or emailing them to any one of you and you all will be deemed to have received them, except where doing so would be inconsistent with a nomination you have made for the account.

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

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

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

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

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

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

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

## 8.3 Opening your account

### 8.3.1 How to apply for an account

You may apply to open an account:

- by mailing an application to us. Application forms are available on our website at **amp.com.au** or by contacting us on **13 30 30**
- by making an application through an AMP financial adviser or AMP representative for deposit products.

We may decline your application for any reason, at our sole and absolute discretion.

Unless you are a financial institution, your account must be linked to an eligible deposit account you hold with us. If you do not already hold an eligible deposit account with us, you must apply for one when you apply for your AMP Notice Account or AMP 6-month Notice Account.

Eligible deposit accounts exclude other Notice Accounts, term deposits and any other types of account we may determine are excluded from time to time, at our sole discretion.

### 8.3.2 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 your identification documents so that we can verify your 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
- phone number.

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

- a passport
- a driver's licence.

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

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

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

- certificate of incorporation or registration
- licence record from the relevant regulator
- trust deed or extract of the trust deed
- personal identification documents of connected parties who are individuals for example, individual trustees, directors, beneficial owners (as applicable).

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

### 8.3.3 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, to our satisfaction, we may decline your application for an account, or may restrict, block or close your account without notice to you.

Providing false or misleading information about your identity is an offence under the AML/CTF laws and is a breach of 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 been able to identify you and/or verify your identity, or identify and/or verify the identity of any connected party, any signatory on your account or any person to whom you grant access to your account
- if we are concerned that the request may breach any obligation, or cause us to commit or participate in an offence under any legislation.



We may, acting reasonably, decide to 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 been able to identify, verify or re-verify your identity, any connected party's identity, any signatory's identity or the identity of any person to whom you may have granted access to your account
- are concerned that the request or transaction may breach any obligation, or cause us to commit or participate in an offence under any law
- reasonably consider you induced us to open the account by fraud.

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

#### **8.3.4 Confirming and verifying your information after your account is opened**

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

You also agree to notify us if you:

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

We may 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 identification information, documentation, payments or transactions
- fail to notify us of the types of events outlined above
- provide us with false or misleading identification information.

#### **8.3.5 When is your account ready to use – your account opening date**

Your account opening date is the date on which we finish processing your application and open 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.

### **8.4 Confirming your account details**

We will send you confirmation of the details of your account after we open it, either by letter or electronically.

## 8.5 Agreeing to the 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 access 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 the terms and conditions we have given to you (subject to any changes made under condition **9.4.1 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 (for example to comply with any law or 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
- 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 conditions **10.1 Banking Code** and **10.2 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 must notify us immediately. If you do so, we will close your account.

## 8.6 What happens if you breach this PDS?

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

- close your account
- use any money that you have in another account with us to repay any amount by which your account is overdrawn (this is known as 'combining accounts'. See condition **8.16.5 When we may combine your accounts**)
- cancel, delay, block or refuse to make any payment or transaction
- cancel any access method
- cancel any access card

- require the destruction and return of any access card
- place restrictions on your account
- refuse to open another account for you
- take legal action against you. You may be liable for our expenses in enforcing our rights against you.

## 8.7 Account and transaction limits - minimums and maximums

A minimum opening balance amount may apply to the accounts. Maximum balance amounts may apply to accounts held in a single Customer Name. See condition **2 Product features at a glance** for details.

Withdrawals limits apply to accounts. See condition **2 Product features at a glance** for details.

These amounts and limits may vary from time to time. We will inform you of any change in accordance with condition **9.4.1 What happens if we vary these terms and conditions?**

## 8.8 Interest

### 8.8.1 When and how interest is calculated and paid

#### 8.8.1.1 Interest we pay on accounts

We calculate interest from the date your account is opened. We may vary the interest rate applying to your account at any time without your consent, including by reducing the interest rate to zero. We will inform you of any change in accordance with condition **9.4.1 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**.

#### 8.8.1.2 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:

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

### 8.8.2 Minimum margin

A minimum margin above the Reserve Bank of Australia (RBA) Cash Rate applies to the rate of interest applied on your account.

The interest rate will be adjusted to reflect any change in the RBA Cash Rate within one week of the change being announced by the RBA.

The minimum margin is subject to change and is available on our website at [amp.com.au](http://amp.com.au).

We will notify you of any change to the minimum margin on or before the effective date of the change and otherwise as set out in condition **9.4.1 What happens if we vary these terms and conditions?** including where permitted by advertisement in a national newspaper.

### 8.8.3 How we will pay your interest

We will only pay interest directly into your account. We will not pay interest directly into another account, whether it is held with us or another financial institution.

## 8.9 How to use your account - access and transactions

### 8.9.1 Using and operating your account

#### 8.9.1.1 How to make deposits to your account

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
- by mailing a cheque to us
- any other way we advise you.

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.

We may refuse to accept any deposit to any account for any reason, without notice to you. 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.

Refer to our Account access and operating terms and conditions for more information on the ways to make deposits, and about other access methods.

Deposits can usually be made into your account at any time, however, no deposits can be made once you have provided notice that you will close your account. See condition **8.16.2 Providing notice to close your account** for more details.

### 8.9.1.2 How to make withdrawals from your account

#### 8.9.1.2.1 Providing notice to withdraw funds

The minimum notice periods for withdrawals from your account are:

Account	Notice period
AMP Notice Accounts	31 days
AMP 6-month Notice Accounts	180 days

You can provide notice to withdraw funds from your account using electronic communication, through our BankAssist service, sending a secure message via internet banking, or by writing to us.

The notice period must expire before we will process your requested withdrawal. On the first business day after the notice period expires, your withdrawn funds will be paid into your linked account, provided both that the funds are cleared, and that you have satisfied all of the requirements (including identification requirements) for us to open your account.

When you give us notice for a withdrawal, you must include details of the amount to be withdrawn and your requested withdrawal date in the notice. You may withdraw up to the full balance of your account, subject to all funds being cleared. Minimum withdrawal amounts apply. See condition **2 Product features at a glance** for details.

We will not accept or act on your notice for a withdrawal unless it is signed/authorised in accordance with your account signing authority.

If we receive your notice for a withdrawal from your account before 1.00pm (Sydney time) on a business day, your notice period will commence on that same business day.

If we receive your notice for a withdrawal from your account after 1.00pm (Sydney time) on a business day, your notice period will commence on the next business day.

If we receive your notice for a withdrawal from your account on a non-business day, your notice period will commence on the next business day.

This is illustrated in the table below (Sydney time):

When notice to withdraw is received	When notice period commences
Monday to Friday before 1.00pm	same business day
Monday to Friday after 1.00pm	next business day
Saturday or Sunday	next business day
Public or bank holiday	next business day

You may not cancel or amend your notice for a withdrawal from your account after we have processed it.

For details of how to provide notice to withdraw all funds and close your account, see condition **8.16.2 Providing notice to close your account**.

#### 8.9.1.2.2 Account withdrawal conditions

Minimum withdrawal amounts and limits apply. See condition **2 Product features at a glance** for details.

If your account balance is less than the minimum withdrawal amount, you may provide notice to withdraw the full balance of your account.

You may not make more than 2 withdrawals per calendar month from your account.

#### 8.9.1.2.3 Withdrawals from your AMP 6-month Notice Account

When you provide notice of withdrawal from an AMP 6-month Notice Account, we will:

- open a new ‘on-notice’ account in the identical customer name(s) as the AMP 6-month Notice Account from which the withdrawal is to be made and to which the same terms and conditions contained in this PDS in respect of the AMP 6-month Notice Account apply - subject to this section

- attach the same account holders, officers, authorised signatories, authorised parties, and attorneys to the new 'on-notice' account as are attached to your existing AMP 6-month Notice Account
- apply all payment instructions, automatic interest transfer instructions, registered external accounts, access methods, communications elections and statement frequencies to the new 'on-notice' account as are in place for your existing AMP 6-month Notice Account
- transfer the amount for the notice withdrawal from your existing AMP 6-month Notice Account to your new 'on-notice' account
- notify you of the details of your new 'on-notice' account in writing electronically or via post.

At the expiry of the withdrawal notice period, we will transfer your funds to the account nominated by you and close your 'on-notice' account.

No deposits are permitted to your 'on-notice' account during the notice period.

## 8.10 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 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.

## 8.11 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 on the overdrawn amount.

We may charge interest, or close your account, whenever your account is overdrawn with or without prior arrangements being made with us (see condition **8.6.13 When we may close your 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 <https://amp.com.au/banking/interest-rates-fees>.

## 8.12 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**.

## 8.13 Who can use an account?

### 8.13.1 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.

#### 8.13.1.1 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.

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

#### 8.13.1.2 Signing authorities other than '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.

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

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

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

AMP Bank Limited  
Reply Paid 79702  
PARRAMATTA NSW 2124

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

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

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

## 8.14 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 the primary account holder unless you request otherwise.

For all 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 transactions shown on your account statement. Condition **6 Dispute resolution** 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.

## 8.15 Fees and charges on your account

### 8.15.1 Standard fees and charges 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). Fees and charges may change without your consent. For information about notice we will give you, see condition **9.4.1 - 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.

## 8.16 Closing your account

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

### 8.16.2 Providing notice to close your account

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

- writing to us
- contacting 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.

We will only close your account after the relevant notice period for withdrawals from your account has expired.

You are liable for all transactions initiated before we close your account, subject to any unauthorised transactions. Please refer to the Account access and operating terms and conditions for more information regarding unauthorised transactions.

When you ask us to close your AMP 6-month Notice Account, we will take all of the actions described in condition **8.9.1.2.3 Withdrawals from your AMP 6-month Notice Account**.

You will not be permitted to make any deposits to or withdrawals from your account during the notice period prior to your account being closed.

All funds, including interest accrued up to the day before the closing date, will be paid to your nominated account on the date we close your account.

### 8.16.3 When we may close your account

We may close your account after giving you reasonable notice, for any reason including (but not limited to) the following:

- we reasonably consider you induced us to open the account by fraud
- we believe the account is being used in a way that may cause loss to you or us
- you don’t provide additional information to verify your identity or source of funds as reasonably requested by us.

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

- your account becomes dormant (ie no deposits or withdrawals are made by you) for six months
- your account has a nil or negative balance for six months
- your account becomes overdrawn at any time
- it appears to us that you:
  - 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
- you have not conducted your account in a manner satisfactory to us or for any reason we consider reasonably appropriate and we reasonably consider that it is appropriate to close the account
- 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 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 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.

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 **8.16.5 When we may combine your accounts** for details about us combining accounts.

#### **8.16.4 Payments for credit balances or debit balances of closed accounts**

If your account is closed in any circumstances 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.

If your account is closed in any circumstances 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.

#### **8.16.5 When we may combine your accounts**

To clear any unauthorised debit balance in an account held in your name, we may transfer sufficient funds from another account (or from a loan account) held in your name (that is, we may 'combine' your accounts) 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, we may also close any of your accounts and/or switch any of your remaining accounts into a different account type.

#### 8.16.6 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.

## 9 When things change

### 9.1 When your personal or contact details change

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

### 9.2 When you entity or entity contact details change

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

### 9.3 Changing your account to another product

You may request that your AMP Notice Account be switched to an AMP 6-month Notice Account. We will only allow switching if your AMP Notice Account is not in a notice period following a request for withdrawal from your account.

We will not allow switching from an AMP 6-month Notice Account to an AMP Notice Account at any time.

### 9.4 Variations to terms and conditions

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

We may from time to time vary or add to these terms and conditions.

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) 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 generally give you notice of at least 30 days. These changes may include:

- introducing a fee or charge (other than a government charge)
- changing the minimum balance to which an account management fee applies
- changing the interest calculation method
- changing the balance ranges to which an interest rate applies, or to the interest rate tiers that apply to an account
- changing the frequency at which we debit or credit interest
- introducing, removing, or adjusting any transaction limits on your account
- introducing or increasing fees or charges for issuing or replacing a device or security access code
- introducing or increasing fees or charges for performing electronic payment transactions
- increasing your liability for losses relating to electronic payment transactions
- introducing, removing or changing a daily or other periodic limit on electronic payment transactions, a facility, or electronic equipment (such as limits on the number or value of ATM withdrawals).
- changing the amount or frequency of payment of any fee or charge.

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:

- reasonably necessary for us to manage a material and immediate risk
- 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.

You may not receive a notice under this clause if you have not provided us with your current postal or email address, so that we are able to reasonably locate or notify you.

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

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

Upon notice of death of the account holder, withdrawals will not be processed or permitted. However, on production of satisfactory documentation expenses such as funeral, medical or hospital accounts may be paid from the account.

Funds will be made available to executors 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 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 - Certified Death Certificate, 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 - Certified Death Certificate, Certified Probate & Letter of Instructions signed by the executor/s of the estate
- any other satisfactory documentation that we agree to accept.

#### **9.5.2 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).

# 10 Other important information

## 10.1 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).

## 10.2 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).

## 10.3 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.

## 10.4 Complaints and resolving disputes

### 10.4.1 What you need to do

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

Information on our Dispute Resolution procedure is set out in section **6** of this PDS.

## 10.5 Privacy and confidentiality

### 10.5.1 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](http://amp.com.au/privacy).

### 10.5.2 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).

## 10.6 Notices and certificates

### 10.6.1 Notices

Notices we send by post to your last-known mailing address are deemed to be received by you on the third 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 a business day when delivered to us at our address by 1.00pm on that business day. Notices delivered to us after 1.00pm (Sydney time) on any business day are deemed to have been received by us on the next business day.

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

### 10.6.2 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 sufficient evidence of the amount or the facts, unless it is proved to be incorrect and that proof is accepted by us in writing, acting reasonably. 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 **10.4 Complaints and resolving disputes**.

## 10.7 Electronic communication

### 10.7.1 Electronic communications from us

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

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

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

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

AMP Bett3r Account holders must receive electronic communications.



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

#### **10.7.2 Electronic communications 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**.

##### **10.7.2.1 Email instructions**

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

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

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

##### **10.7.2.2 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.

##### **10.7.2.3 When we will act**

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

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

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

##### **10.7.2.4 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.

## 10.8 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.

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

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

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

- an AMP Bank deposit account
- in relation to the AMP Bett3r Account, one or all of the linked Bett3r Pay, Bett3r Spend, or Bett3r Save
- an AMP Notice Account, 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 Bett3r Account** means either the AMP Bett3r Deposit Account or the AMP Bett3r Offset Account comprising Bett3r Pay, Bett3r Spend, and Bett3r Save linked together to operate through the AMP Bett3r App as if they were one bank account.

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

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

**ATM** means an automatic teller machine.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**device** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **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