



# General Terms and Conditions

15 October 2024

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## About this document

These **General Terms and Conditions** contain important information about your contract with us. You'll need to read these as well as other terms and conditions that apply to you depending on the product or service provided by us. These might include:

- AMP Bank App Terms and Conditions
- Transaction Account Terms and Conditions
- Digital Wallet Terms and Conditions
- Account Limits, Fees and Charges

By opening an account with us, you are agreeing to the terms and conditions that apply to you. If you don't agree with these General Terms and Conditions or any other terms and conditions that apply to you, you can request to close your accounts.

If you have any questions, you can contact us via the AMP Bank app or call us on **1800 950 105**.

These terms and conditions are issued by AMP Bank Limited ABN 15 081 596 009, AFSL and Australian Credit Licence 234517.

# 1. AMP Bank app

In addition to the AMP Bank App Terms and Conditions, which you accepted when you downloaded and installed the AMP Bank app, the following terms and conditions apply to your use of the AMP Bank app.

Please note, only accounts applied for using the AMP Bank app are accessible through the AMP Bank app.

## 1.1 Using biometric recognition for login

Biometric recognition, like facial or fingerprint recognition, is technology provided by third parties such as device manufacturers. If you have a device that supports biometric recognition, you'll have the choice to turn on biometrics, and use your face or fingerprint to log in to the AMP Bank app. For added security, we recommend you use biometrics but it's okay if you don't want to, as you'll still be able to access the AMP Bank app using your passcode only.

If you have anyone else's biometrics stored on your device, you must not turn on biometric recognition in the AMP Bank app. However, if you do allow anyone else's biometrics to be stored on your device, you need to be aware that:

- they'll be able to access your account(s); and
- you'll be responsible for any service and feature they use in the AMP Bank app, including any transactions they make.

We're not responsible for any malfunction to the technology, and we're not responsible if any third parties make changes to the technology that impacts the way you access the AMP Bank app.

## 1.2 Security

When you downloaded the AMP Bank app, you provided certain security information. You are responsible for keeping your device, the AMP Bank app and your security information secure and confidential. You must let us know immediately if you think anyone else has your security information or has otherwise managed to unlawfully access your account. We will never ask you for your passcode, PIN or password, so you must not share these with other people, even if you think they work for us.

You must follow these guidelines to protect your device and security information:

| You must   | You must not   |
|--|--|
| <ul style="list-style-type: none"><li>• make reasonable attempts to protect and keep your security information safe;</li><li>• memorise your security information as soon as possible – if you have to record it, disguise it so others can't decipher it;</li><li>• use a number that isn't obvious and can't be easily guessed as your PIN (e.g. don't use date of birth); and</li><li>• take care when using the AMP Bank app – don't let anyone watch you enter the PIN.</li></ul> | <ul style="list-style-type: none"><li>• tell or let anyone find your PIN – not even family and friends;</li><li>• install or transfer the AMP Bank app to anyone else's device;</li><li>• write or record your PIN, passcode or password with or on your device.</li></ul> |

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Liability for losses resulting from unauthorised transactions will be determined by the ePayments Code, rather than these guidelines.

### 1.3 Device management

When you set up and successfully log into the AMP Bank app, the device you use is registered to your AMP Bank app accounts and becomes your trusted device for security purposes. You can install and register the AMP Bank app on other compatible devices, but you'll need to complete the identity verification process successfully on each new device.

You can remove devices you no longer use, and that don't need to be associated to any of your accounts. You can always set them up again in the future if you need. We recommend that you regularly check the AMP Bank app for a list of devices registered to your accounts.

Please note that uninstalling or deleting the AMP Bank app from your device won't automatically de-register your device or close any of your accounts.

If you've lost your registered device, contact us on **1800 950 105**, so that we can de-register your device.

## 1.4 Unacceptable use

You must not (and must not attempt to):

- install the AMP Bank app on, or transfer the AMP Bank app to, anyone else's device;
- translate, adapt, vary, modify, violate, reverse-engineer, decompile, disassemble, create derivative works or otherwise interfere with any element of the AMP Bank app or assist anyone else to do any of these things;
- collect or harvest any information or data from the AMP Bank app or our systems or attempt to decipher any transmissions to or from our systems;
- use the AMP Bank app in an unlawful manner or in contravention of any term of your contract with us;
- use the AMP Bank app to access, store, distribute or transmit any material which is or may be considered:
  - unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - used as a vehicle for, or results in, or may result in financial abuse;
  - facilitates illegal activity;
  - depicts sexually explicit images;
  - promotes unlawful violence;
  - discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
  - otherwise illegal or causes damage or injury to any person or property; or
- reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code;
- share your password, PIN or any other security information, with any other person.

If you do anything which is prohibited, you may be responsible for any losses we suffer as a result.

## 2. Managing your accounts with us

### 2.1 Checks and information

When you have an account with us, you'll provide us with, and be required to keep up to date:

- identification (ID) information including your full name, date of birth, residential address;
- contact details; and
- tax residency information.

We'll also hold at least one form of photo identification, as well as biometric information via a video recording of you, which helps us to keep your account safe from security threats.

You authorise and instruct us to send or otherwise provide your information to one or more external organisations to electronically match with identification data on their databases. These external organisations will collect, store, use and dispose of your personal and confidential information in accordance with the Privacy Act 1988 (Cth).

We may also ask you for further information, where reasonably necessary to be able to open or continue operating your account. If you can't provide these details or documents, we may decline to open an account for you, or restrict or close your account.

Even after you've opened an account with us, we may carry out checks on your accounts, or ask you to reconfirm your details, to satisfy our obligations under any legislation and keep your accounts safe. We may also ask you to provide us with certain information relating to you or the use of your accounts. If we do, you must provide us this information or documentation within a reasonable time. If you can't, we may restrict or close your accounts, where there are legitimate reasons to do so.

We'll never ask you for your passcode, password or PIN. If you're unsure about whether an email, text message or call is legitimately from AMP Bank, please message us through the AMP Bank app or call us directly on 1800 950 105.

## **2.2 Account limits, fees and charges**

Information on limits, fees and charges that apply to your accounts can be found in the **Account Limits, Fees and Charges** document.

## **2.3 Overdrawing**

You must always keep the balance of your accounts in credit. If for any reason your account is overdrawn, you must immediately repay the amount by which it is overdrawn by the end of the same day. We don't charge debit interest on overdrawn accounts, however we may seek to recover the sums through our standard recovery procedures.

If any of your accounts is overdrawn without prior arrangements being made with us and you fail to repay the amount by which it is overdrawn, we may close your accounts.



## 2.4 Unacceptable conduct

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

You must not use 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're using the AMP Bank app or any of our products or services to engage in unacceptable conduct, we may exercise our rights set out under clause 6.2 - *Restricting or closing your account*. We'll do this where we reasonably consider doing so is necessary to protect us or 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'll report unacceptable conduct to law enforcement.

If you experience unacceptable conduct, please contact us on **1800 950 105** or **+61 251 351 930** or message us in the AMP Bank app if you're comfortable to do so. We'll 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.

## **2.5 Closing your account**

If you want to close any of your accounts, you can make a request to do so through the AMP Bank app.

You're liable for all transactions initiated before we close your account. If there are uncleared funds or outstanding debit card authorisation holds in your account, you can't close your account until they're cleared. You need to make sure that you have enough funds in your account so that any uncleared funds or debit card authorisation holds can be cleared.

## **2.6 Bereavement services**

If you're contacting us about an account holder that has passed away, first of all we're sorry for your loss. For assistance, please call us on **1800 950 105** or email us at **help@ampbank.com.au**. We will need certain information from you, and our Customer Service team will be able to take you through the next steps.

## **2.7 Your contact details**

If we ever need to get in touch, we'll use the contact details you've supplied in the AMP Bank app.

Please keep details, like your name, phone number(s), address(es), and email up to date at all times. You can update these details by navigating to Account Details on your profile. We may not be responsible for any errors or losses incurred if your details are incorrect and we can't reach you.

### 3. Changes to Terms and Conditions

From time to time, we may vary or add to our 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; or
- to make these terms and conditions clearer or to amend, add or remove features.

We'll tell you about changes as soon as reasonably possible and we'll 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.

We'll notify you of changes in the AMP Bank app as follows:

| Change   | We'll notify you   |
|--|--|
| <b>Fees and charges</b>  |  |
| Increasing an existing fee or charge or introducing a new fee or charge  | At least 30 days before  |
| <b>Interest rate</b>   |  |
| Changing an interest rate  | No later than the date of change*                                      |
| How we calculate interest rates  | At least 30 days before  |
| <b>Transaction limits or liabilities</b>   |  |
| Imposing, removing or changing a daily or other periodic limits on transactions  | At least 30 days before  |
| Increasing your liability for losses relating to transactions  | At least 30 days before  |
| <b>Terms and conditions or other charges</b>   |  |
| Any change that we reasonably believe is not unfavourable to you   | No later than the date of the change                                   |
| Any other change that we believe is unfavourable to you  | At least 30 days before (unless required sooner for the reasons below) |
| If the change is: <ul style="list-style-type: none"> <li>• reasonably necessary for us to manage a material and immediate risk</li> <li>• required by law, code or regulation</li> <li>• a government fee that is introduced or changes that is payable directly or indirectly by you</li> </ul> | As soon as reasonably possible   |

If you don't like a change that we make, you can request to close your account at any time.

\*This doesn't apply if the interest rate is a variable or floating rate calculated based on a money market or some other external reference rate.

## 4. Statements

You can generate and access your account statements at any time by logging into the AMP Bank app and navigating to 'Statements and Documents'. You can generate your account statement with transactions for any time period – like the current month to date or any custom date range up to a year apart. For added convenience, all generated statements can be downloaded as a CSV or PDF file. We'll give you a reminder every six months that you can do this.

You should review your account statement to make sure everything looks right. If you see anything that you weren't expecting (like an unauthorised payment or an error) please contact us as soon as possible through the AMP Bank app so we can investigate this for you.

If you've closed your account with us, we'll send a final statement to your email address. If you'd like a copy of any other statement period, contact us on **1800 950 105** or email us at **help@ampbank.com.au**.

## 5. Electronic communications

By opening an account with us, you agree to sign documents electronically through the AMP Bank app and to receive communications from us electronically.

### 5.1 How we'll communicate with you

We'll always use the AMP Bank app as our primary way of communicating with you, by using in-app messages and notifications on your home screen.

To ensure you don't miss an important update, you must log in regularly and we recommend allowing push notifications from the AMP Bank app so you're notified right away. There may also be times when we send notices or documents by email, SMS or any other methods of communication as detailed in these terms and conditions.

By being a customer with AMP Bank, you agree to receive electronic communications from us for important updates, reminders and marketing information, however you can update your preferences for marketing communications anytime through the AMP Bank app. Even if your marketing preferences are turned off, you may still receive important service updates, including changes to the terms and conditions of your account, or interest rate changes.

## **5.2 How you can communicate with us**

The easiest method for you to contact us is by messaging us in the AMP Bank app. You can always call or email us if you prefer to do so, but we may direct you to the AMP Bank app for your banking needs.

## **5.3 When electronic communications are received**

Electronic communications are taken to be received when available in the AMP Bank app or otherwise on the day that the communication is sent.

## 6. Our rights and obligations

### 6.1 System availability

We take all reasonable steps to ensure that the AMP Bank app functions properly. However, problems may occur and this may affect liability for transactions made or attempted to be made. If:

- the AMP Bank app accepts your instructions, we're liable to you for any loss caused by a transaction that is not completed in line with those instructions; and
- you're aware at the time of use that the AMP Bank app is not functioning properly, our liability may be limited to correcting any wrong entry in your account and refunding any fees or changes associated with the wrong entry.

Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you're entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You're also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you're entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.



AMP Bank and you may also have other rights including at general law, under legislation or under the Banking Code or ePayments Code. Those rights also apply to your account. These terms and conditions prevail to the extent of any inconsistency and as permitted by law.

## **6.2 Restricting or closing your account**

We may restrict or close your account at any time, with reasonable prior notice (which may include no notice). We'll act fairly and reasonably if we do this.

We may also restrict or close your account without giving you prior notice for the following reasons.

We'll act fairly and reasonably if we do this:

- your account is dormant (i.e. 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 can't identify you or verify your identity;
- 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; or
  - appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction.
- where you have opened an account designed for personal use, and you're using it for business purposes;
- if we're required to do so by court order or by law;

- if we're required to do so to comply with any direction or instruction from a government body or agency, such as the Australian Taxation Office (ATO), Australian Federal Police (AFP) or Australian Securities and Investments Commission (ASIC);
- if we reasonably consider necessary, for example to comply with any laws in Australia or overseas, card scheme rules or to manage any risk;
- if we believe your account is being used fraudulently or in a way that might cause you or us to lose money;
- you have used 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;
- your account is overdrawn without prior arrangements being made with us;
- 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're 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; or
- the nature and purpose for your account.
- if we reasonably suspect that you are residing in a higher risk jurisdiction. We may also suspend access to your account and your funds, while you are in a higher risk jurisdiction;
- we believe that you intend to use, or are using your account to operate or support a domestic or international funds remittance arrangement, business or service;
- if we believe on reasonable grounds that that you are trading in or support trading in cryptocurrencies or digital currency; or
- we determine that you intend to use, or are using your account to operate as a shell bank or operate with another institution that is dealing as a shell bank.

### **6.3 Combining your accounts**

We may transfer sufficient funds from another account in your name to clear any unauthorised debit balance in an account held in your name. We will give you notice after we have combined any of your accounts.

## **6.4 Unclaimed money**

If you haven't deposited or withdrawn from your account for seven years or more, we're required by law to forward any money in your account, less any fees and charges that you owe, to the Australian Government as 'Unclaimed Money' unless:

- the credit balance of the account is below the threshold set by the government
- your account has been restricted 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
  - is subject to set-off or account combination purposes, or for a loan or another financial obligation
- you tell us that you want to treat the account as active.

If your funds have been transferred to the Australian Government, you can submit a claim for the funds to be returned to you.

## **6.5 Privacy Policy**

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) and in the AMP Bank app.

## **6.6 Banking Code**

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

A copy of the Banking Code is available in the AMP Bank app and on our website.

## **6.7 ePayments Code**

We comply with the ePayments Code, which regulates consumer electronic payment transactions, including ATM, eftpos and debit card transactions, online payments, internet and mobile banking, and BPAY®. A copy of the ePayments Code is available on the ASIC website at [asic.gov.au](http://asic.gov.au).

## **6.8 Tax reporting**

### **6.8.1 Tax File Number**

We're authorised to collect your Tax File Number (TFN) or Australian Business Number (ABN) to determine if we need to withhold any amount from interest we pay to you on your account. You don't have to provide your TFN or ABN, however if you don't, or if you don't provide us information regarding your exemption status, we may be required to deduct withholding tax at the highest marginal tax rate plus Medicare levy from any interest paid on your account.

\*BPAY is registered to BPAY Pty Ltd ABN 69 079 137 518.

If you've given us your TFN, ABN or information regarding your exemption status, we won't deduct tax from the interest payable on your account. You can contact the Australian Taxation Office (ATO) for more information relating to whether or not you're exempt from withholding tax.

### 6.8.2 Foreign tax residency

If you (or someone who has control over an entity account), lives or pays tax in another country, you must tell us the name of that country and Tax Identification Number (TIN). If you don't have a TIN, please tell us why. We need this information to comply with the Common Reporting Standard (CRS) and the Foreign Account Tax Reporting Compliance Act (FATCA). You also agree to give us any other documents or information we need to follow these rules. You can find more information about CRS and FATCA on the websites of the ATO ([ato.gov.au](http://ato.gov.au)), the OECD ([oecd.org](http://oecd.org)) and the IRS ([irs.gov](http://irs.gov)).

### 6.9 Financial hardship

If you're experiencing financial difficulties or think you might have trouble meeting your financial commitments, we'll always do our best to help. Please call us as soon as possible on **1800 950 105** to discuss your situation and we'll share what options are available.

If you give us permission in writing, we're also happy to work with your financial counsellor. If for some reason we can't contact your financial counsellor, we'll revert back to working with you directly.

## 6.10 Complaints

Our goal is to provide a fantastic customer experience at every interaction, so we want to know if we've missed the mark so we can make it better. To lodge a complaint or share feedback, please get in touch through:

- the AMP Bank app;
- email at [help@ampbank.com.au](mailto:help@ampbank.com.au); or
- phone on 1800 950 105

Some complaints may take longer than others to resolve, but we'll always do our best to resolve it as soon as possible and we'll share the outcome with you in writing.

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. Visit the AFCA website at [afca.org.au](http://afca.org.au) for more details.

## 6.11 Accessibility

If you require assistance via the National Relay Service (if you are deaf or find it hard to hear or speak to people on the phone) or the Translating and Interpreting Service (if you don't speak English), we'll be happy to assist. Please get in touch with us through your preferred method:

- message us through the AMP Bank app;
- email at **[help@ampbank.com.au](mailto:help@ampbank.com.au)**; or
- phone on **1800 950 105**.

## 6.12 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://www.fcs.gov.au>.

## 6.13 Consumer Data Right (Open Banking)

The Consumer Data Right (CDR, also known as 'Open Banking') allows you to have greater access and control over your banking data, with the ability to easily share certain information with third parties accredited by the Australian Competition and Consumer Commission (ACCC).

## 6.14 Interpretation and meaning of words

### 6.14.1 Interpretation

If there is a discrepancy between these **General Terms and Conditions** and any other terms and conditions, the General Terms and Conditions take priority.

A reference to:

- the singular includes the plural and vice versa;
- any thing includes the whole and each part of it;
- a document includes any variation or replacement of it;
- days are calendar days, unless we specify otherwise; and
- a timeframe we give you is indicative only and may change.



## 6.14.2 Meaning of words

Certain words have specific meanings in these **General Terms and Conditions** and also apply to the other terms and conditions that apply to you and your account.

**account** means an account accessed through the AMP Bank app.

**ATM** means automatic teller machine.

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

**BPAY** (registered to BPAY Pty Ltd ABN 69 079 137 518) is an electronic payments scheme which allows you to make bill payments from accounts.

**device** means:

- a mobile device such as a smartphone, tablet which is eligible to download and use the AMP Bank app
- a smartwatch using an Android or iOS operating system, which is eligible to use the digital wallet
- a physical device issued by us for you to access your account, for example a Debit Card.

**digital wallet** means the electronic payment app available on eligible devices such as a smartphone, tablet or smartwatch to allow payments to be made through your Debit Card.

**Financial Claims Scheme** is an Australian Government scheme that provides protection to deposit-holders with Australian incorporated banks, building societies and credit unions, and general insurance policyholders and claimants, in the unlikely event that one of these financial institutions fails.

**passcode** means a four-digit number created by you to access the AMP Bank app.

**password** means a password created by you and used as an additional security step when making payments and managing your account.

**PIN** means a Personal Identification Number used with an Debit Card to access funds in the account.

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

**security information** means your passcode, PIN or password any other such security information we may introduce later, that:

- is intended to be known only to you;
- we require you to keep safe and confidential; and
- may be required to be provided when you access the AMP Bank app, your account or make or manage payments.

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

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

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

**you** or **your** means the person or persons in whose name the account is held, or any authorised signatories.

## Contact details

If you have any questions about these terms and conditions, contact us on the details below:

### AMP Bank



**AMP Bank app**



**1800 950 105**

**+61 251 351 930 (international)**