Straight forward fine print
(you don't see that everyday).

Orange Everyday and Orange Everyday Youth Terms and Conditions
Date: 1 July 2019
Do I really need to read this?

Well done, you made it to the first page. We know you’d rather be doing something else (anything else in fact) but this information is important. After you’ve gone through it, keep it somewhere handy, just in case.
Contents

1. It's nice to feel welcome 5
   A snapshot view of an Everyday Account 5
   About this booklet 5
   Features at a glance 7
   Explaining words in plain English 10

2. Open sesame! 13
   What's involved in opening an Account 13
   Requirements for opening an Account 13

3. Money in my pocket please 18
   What we pay + tax 18
   ATM fee rebates 18
   Cash Out Bonus 19
   About interest 19
   Bonuses, credits or rebates 19
   Social security and tax implications 20

4. Money in, money out 21
   Transacting on your Everyday Account 21
   Making deposits 22
   Making withdrawals 24
   Statement of Account 32
   Cancelling or changing instructions 33
   The nitty gritty of using an Interactive Service
   or Visa Debit card 34
   Your security and Codes 36
   Everyday round up 39

5. Fees explained 41
   Fees 41

6. Who's responsible? 43
   Who's liable for unauthorised transactions? 43
   Liability in relation to the use of our Interactive
   Service or Visa Debit card with a PIN 43
   When you'll be liable 44
   Warning: Account Aggregation Service 45
   Liability when using a Visa Debit card without a PIN 46
   Liability for BPAY payments 46
   Mistaken Internet payments 47
7. Putting the brakes on
Placing a stop or freeze on your Everyday Account and/or closing it

- What is a stop, freeze and delay? 49
- Your Visa Debit card 51
- How your Everyday Account may be closed 51
- Anti-Money Laundering and Counter-Terrorism Financing 54
- Suspension of the Interactive Service 54

8. Things change
Changes to conditions

- We may change these conditions 55
- We’ll give you notice of any changes 55
- Change of name and address 56
- Change of Foreign Tax Residency Status 57
- Notices and return mail 57

9. This is no time for decaf
Other important banking information

- When we may act 58
- The Banking Code of Practice 58
- The ePayments Code 58
- BPAY Scheme 58
- Privacy and confidentiality 59
- Australian Financial Services Licensees 59
- Financial Claims Scheme 59

10. Do not disturb
Privacy Statement 60

11. R.E.S.P.E.C.T
We welcome feedback, and resolving concerns

- What to do if you have a concern 65
- What we’ll do if you have a complaint 67
- Who else to contact 67
Thank you for considering an ING Everyday Account.

The terms that apply to your Everyday Account
The terms that apply to your Everyday Account are made up of this Terms and Conditions booklet and the Everyday Fees and Limits Schedule. Before deciding whether an Everyday Account is right for you, please read the Terms and Conditions carefully.

The Account Terms also apply to the Interactive Services and Visa Debit card provided by us to you to use with your Everyday Account.

For more information visit ing.com.au

What does that word mean?
Some words used in this booklet have special meanings. So to make it easier to read, please take a moment to go through the “Explaining words in plain English” on page 10.

Keep a copy for later
If you decide to open an Everyday Account, please keep this booklet and a copy of the Everyday Fees and Limits Schedule for future reference.
### How is ING Orange Everyday different to ING Orange Everyday Youth?

An Everyday Account may be an ING Orange Everyday or ING Orange Everyday Youth. ING Orange Everyday is different to ING Orange Everyday Youth in the following ways:

<table>
<thead>
<tr>
<th></th>
<th>ING Orange Everyday</th>
<th>ING Orange Everyday Youth</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Eligibility</strong></td>
<td>You must be 18 years or older</td>
<td>You must be 15 to 17 years old</td>
</tr>
<tr>
<td><strong>Joint accounts</strong></td>
<td>You can open an account jointly with someone else</td>
<td>You can’t open an account jointly with someone else</td>
</tr>
<tr>
<td><strong>Overdrafts</strong></td>
<td>We don’t provide credit, but your Orange Everyday can be overdrawn and you will be charged interest if you do so</td>
<td>You can’t spend more than what you have in your Youth Account</td>
</tr>
<tr>
<td><strong>Everyday fees</strong></td>
<td>Fees and charges apply - we’ll pay them back to you if you meet certain criteria (see the Everyday Fees and Limits Schedule)</td>
<td>No everyday fees or charges - we’ll pay them back to you (we’ll rebate them)</td>
</tr>
</tbody>
</table>

To make it easy to identify which terms apply to your Account, we’ve included little symbols throughout this booklet. So:

| if you see... | it’s telling you that those terms will apply to...
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>ING Orange Everyday</strong> and so will apply to an (Orange Everyday)</td>
</tr>
<tr>
<td></td>
<td><strong>ING Orange Everyday Youth</strong> and so will apply to a (Youth Account)</td>
</tr>
</tbody>
</table>

### What happens when I’ve got an ING Orange Everyday Youth and I have my 18th birthday?

When you turn 18, your Youth Account automatically changes to an Orange Everyday. This means that when you turn 18:

- we don’t provide credit, but your Orange Everyday can be
overdrawn (see “Overdrawn Everyday Account” on page 31), and will be charged interest charges if you do so;
- you will be able to open a new Orange Everyday with another person; and
- you’ll still have access to the same fee rebates that you receive with your Youth Account, but you’ll need to meet certain eligibility criteria to receive the fee rebates (see the Everyday Fees and Limits Schedule).

We’ll send you a reminder to let you know when this occurs.

You can choose to close your Everyday Account at any time by calling our Customer Care Specialists 24/7 on 133 464.

<table>
<thead>
<tr>
<th>Features at a glance</th>
<th>ING Orange Everyday</th>
<th>ING Orange Everyday Youth</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Benefits</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No monthly account keeping fees</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>No ING fees for ATM transactions in Australia</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Unlimited ING transactions</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Visa Debit card</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Free BPAY®, transfers to Australian bank accounts, online bank cheques and online statements</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>24 hour, 7 day access to your account</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td><strong>Fees and limits</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ATM operators may charge fees and these may increase (see the Everyday Fees and Limits Schedule for current details)</td>
<td>✔️</td>
<td>We pay back all ATM fees and charges (see the Everyday Fees and Limits Schedule for current details)</td>
</tr>
<tr>
<td>ATM fee rebates may decrease or be discontinued (see the Everyday Fees and Limits Schedule for current details)</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>Interest rates</td>
<td>You don't earn interest on your Everyday Account</td>
<td>✓</td>
</tr>
<tr>
<td>Deposits</td>
<td>Deposit money into your Everyday Account any time by direct depositing your salary, cheques and any other income</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Deposit cash and cheques at Australia Post's Bank@Post™ outlets</td>
<td>✓</td>
</tr>
<tr>
<td>Withdrawals</td>
<td>Withdraw money from your Everyday Account any time and use BPAY to pay bills</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Transfer money to Australian bank accounts and use your Visa Debit card wherever Visa is accepted (including ATMs and EFTPOS)</td>
<td>✓</td>
</tr>
<tr>
<td>Statement of account</td>
<td>Issued every three months (online)</td>
<td>✓</td>
</tr>
<tr>
<td>Key account conditions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>An Everyday Account can only be opened in a personal name</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Open your Everyday Account jointly with someone else</td>
<td>✔️</td>
<td>✗</td>
</tr>
<tr>
<td>No more than two joint account holders</td>
<td>✔️</td>
<td>N/A</td>
</tr>
<tr>
<td>No more than two Everyday Accounts per person</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Only available if you are an Australian resident for taxation purposes with an Australian residential address, and have provided ING with all of the information we require to determine your Foreign Tax Residency Status</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Email address and Australian mobile phone number required</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Account holders must be 15 to 17 years old</td>
<td>N/A</td>
<td>✔️</td>
</tr>
<tr>
<td>Account holders must be 18 years or older</td>
<td>✔️</td>
<td>N/A</td>
</tr>
<tr>
<td>Taxation implications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any bonuses, credits or rebates may have social security implications that are particular to your personal circumstances. They may also have tax implications and you should discuss this with your tax adviser.</td>
<td>✔️</td>
<td>✔️</td>
</tr>
</tbody>
</table>
In this Terms and Conditions booklet:

**Access Code** means the password you use to access your ING account(s) using an Interactive Services, and includes your Temporary Access Code.

**Account Number** means the account number for your Everyday Account.

**Account Terms** means the terms that apply to your Everyday Account, and comprise of this Terms and Conditions booklet and the Everyday Fees and Limits Schedule (as varied from time to time).

**Anti-Money Laundering and Counter-Terrorism Financing Laws** means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1) (Cth) and any other legislation, regulations or rules that apply to us in respect of anti-money laundering and counter-terrorism financing.

**ATM** means an automatic teller machine.

**Attorney** means a person authorised under a power of attorney or guardianship or administration order issued by a court or tribunal, able to act on your behalf in respect of financial matters.

**BPAY** means the BPAY® bill payment service that allows you to pay bills electronically.

**Business Day** means a week day in Sydney except a national public holiday.

**Chip** means the electronic microchip embedded in a Visa Debit card used as an additional security and an information storing, device.

**Client Number** means the number we give you to use with your Access Code in order to use our Interactive Service to access your ING account(s).

**Code** means your Access Code, PIN and any additional security code as a result of our Enhanced Security Measures.

**Code Security Requirements** means the code security requirements described under “Keeping your Codes, Visa Debit card and Security Device secure” on page 37.

**EFT institution’s equipment** means any electronic equipment, electronic system, communications system or software controlled or provided by, or on behalf of, an institution that subscribes to the ePayments Code to facilitate electronic funds transfers. That is, funds transfers initiated through electronic equipment in relation to which a code, customer Identifier, card or other device or component must be used.

**Eligible Account** means an ING Savings Maximiser, Orange Advantage or Mortgage Simplifier held in your name, either individually or jointly with another person or any other eligible ING account(s) which we may determine and notify you from time to time.
Enhanced Security Measure means any additional security measure or authentication method that we may require you to use when accessing or transacting on your account, such as a Code.

ePayments Code means the ePayments Code issued by the Australian Securities and Investments Commission (as amended from time to time) which regulates consumer electronic payments.

Everyday Account means your ING Orange Everyday (if you’re 18 years or older) or Youth Account (if you’re 15 to 17 years old).

Everyday Fees and Limits Schedule means the ING Everyday Banking Fees and Limits Schedule specifying fees, and limits that apply to the account.

Foreign Tax Residency Status means your status as a resident of a foreign country for tax purposes, in light of ING’s obligations under:
(a) the global standard for the collection, reporting and exchange of financial account information of foreign tax residents; and
(b) the withholding tax and reporting regime in relation to tax residents of the United States of America, known as Foreign Account Tax Compliance Act imposed by the United States Hiring Incentives to Restore Employment Act 2010, which is incorporated into Australian law in Schedule 1 of the Taxation Administration Act 1953 (Cth).

ING, we, us, our means ING Bank (Australia) Limited (ABN 24 000 893 292) Australian Financial Services Licence and Australian Credit Licence 229823.

Interactive Service means any service through which you can access your ING account(s) (such as your Everyday Account) electronically. It includes our mobile banking application, online banking services (accessible through our website) and telephone banking system (accessible using a touch tone phone or by speaking to a Customer Care Specialist).

International Transaction means a transaction described as such under “International Transactions on your Visa Debit card” on page 28.

Merchant means a person who accepts your Visa Debit card in payment for the supply of goods or services.

Mistaken Internet Payment means a withdrawal to one or more other bank accounts (see “Making withdrawals to Other Bank Accounts” on page 25), where funds are paid into an account of an unintended recipient because you enter or select a bank/state/branch (BSB) number, PayID, or any other identifier that doesn’t belong to the named and/or intended recipient – as a result of your error, or you being advised the wrong BSB number and/or identifier.

Orange Everyday means an ING Orange Everyday account held by a person who is 18 years or older.

Osko means the payment service of that name offered by BPAY Pty Ltd.

Osko Payment means a payment made through Osko.

Other Bank Account means an account another person holds with us, or an account held at another financial institution.
PayID means the identifier used to receive Osko Payments into an account.

PIN means the confidential personal identification number you select when applying, or requesting a new card. You use it with your Visa Debit card when accessing your Everyday Account electronically.

Politically Exposed Person has the meaning given to that term in the Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1) (Cth).

Security Device means a physical device used as part of our Enhanced Security Measures.

Temporary Access Code means the initial Access Code we give to access your Everyday Account using an Interactive Service until you select another Access Code.

Unauthorised Transactions means any transaction on your Everyday Account using an Interactive Service that’s not authorised by you.

Visa Debit card means the card provided by us to you to use with your Everyday Account.

Visa payWave means the mechanism that allows you to authorise purchases using Visa Debit cards embedded with Visa payWave contactless technology by waving the card at point of sale readers displaying the contactless symbol.

you means each person who opens an Everyday Account, whether on your own or jointly, or an Attorney acting on your behalf.

Youth Account means an ING Orange Everyday Youth account held by a person who is 15 to 17 years old.
What’s involved in opening an Everyday Account?

- **Eligibility** - this is the first thing you should check as you need to make sure you’re eligible to open an Everyday Account
- **Applying** - you can then complete an application for an Everyday Account - please make sure you provide all the details we need for your application
- **Verifying your identity** - we check your identity
- **Everyday Account opens** - we give you the details of your new Everyday Account and send your Visa Debit card to you
- **Initial deposit and activation** - you make your initial deposit and activate your Visa Debit card
- **Income or regular deposit** - you just add money!

If you’re not sure of anything, give us a call to speak with one of our Customer Care Specialists or get more information from our website. We’re here to help.

Requirements for opening an account

■ Am I eligible to apply?
Yes! As long as:

<table>
<thead>
<tr>
<th>Orange Everyday</th>
<th>Youth Account</th>
</tr>
</thead>
<tbody>
<tr>
<td>You’re an individual, and the Everyday Account:</td>
<td>You’re an Australian resident for taxation purposes, with an Australian residential address; and</td>
</tr>
<tr>
<td>- isn’t opened or operated on behalf of a deceased estate;</td>
<td>You provide us with all documents that we ask you to provide, in a form satisfactory to us; and</td>
</tr>
<tr>
<td>- isn’t opened or operated for business, trade, superannuation or trustee purposes (check out our website for our business products); and</td>
<td>You’re 18 years or older</td>
</tr>
<tr>
<td>- isn’t being opened under a power of attorney;</td>
<td>You’re 15 to 17 years old</td>
</tr>
</tbody>
</table>
Who can open and operate an Everyday Account?

An Orange Everyday can be opened and operated in one or two names (i.e. as a joint account).

A Youth Account can be opened in one name (i.e. you can't open the account as a joint account).

After you have opened an Everyday Account, you can appoint an Attorney to operate your Everyday Account on your behalf. If you want to appoint an Attorney, you'll need to:

- tell us your Attorney’s details by completing a Power of Attorney Details Form, and provide the information and documentation that we request; and
- ensure that your Attorney complies with the Account Terms.

You will also need to tell us if you no longer want your Attorney to have the ability to operate your Everyday Account.

Your Attorney will only be able to operate on the account by calling our Customer Care Specialists 24/7 on 133 464 and answering key identity questions, or by submitting a written request. They cannot access any Interactive Services, change your Access Code or use your Visa Debit card.

What do I have to provide when I apply?

You need to provide your:

- full name;
- your full name;
- your Australian residential address;
- your Australian mobile phone number;
- your mother’s maiden name (mother’s original surname family name);
- your date of birth;
- your email address; and
- all documents and information that we ask you to provide, in a form satisfactory to us.

What does verification mean?

We can't open or allow you to transact on your Everyday Account until we've successfully verified your identity.

For an Orange Everyday held jointly, the identity of both account holders need to be verified. In addition, we'll need to verify the identity of any Attorney you appoint before they can operate your Everyday Account.

Sometimes we may be required to obtain additional information from you, such as the source or origin of funds in your Everyday Account or how you plan to use the Everyday Account. We may use a third party provider to verify some or all of this information.

If you don't provide any information we require within an
acceptable time frame, we may need to place a stop on your Everyday Account.

**When do we not have to open or allow you to transact on your Everyday Account?**

We do not have to open or allow you to transact on your Everyday Account if:

- any information you give us (or information we have about you) is incorrect, misleading or has changed since we received it;
- if, where you have already provided us information (or we already have information about you), in our opinion, your circumstances or affairs have changed adversely in respect of your ability to perform your obligations under the Account Terms;
- we reasonably form the view that you are ‘high risk’ given our obligations under Anti-Money Laundering and Counter-Terrorism Financing Laws having regard to the risks in providing our services to you (for example risks posed by your Foreign Tax Residency Status (including where you don't provide us with information we request regarding your Foreign Tax Residency Status); your sources of funds and wealth; your business or employment; the country/ies in which you reside; the services we provide to you and the method through which you access those services; and/or your status as a Politically Exposed Person); or
- you have not provided us with all of the information we require to determine your Foreign Tax Residency Status.

**My Foreign Tax Residency Status**

We’re required to collect certain information about you in order to determine your Foreign Tax Residency Status and, where we are required by law, we'll provide that information (as well as information about any Everyday Account you hold) to the Australian Taxation Office (ATO). The ATO will in turn exchange that information with equivalent foreign country tax authorities in accordance with the Australian Government’s international obligations.

In order to determine your Foreign Tax Residency Status (at the time you open an Everyday Account and continue to have an Everyday Account), we may need to obtain additional information from you, including documentation and certifications. If you don't provide any information we reasonably request by the time we require it, we may refuse to provide an Everyday Account to you.
Any determination that we make regarding your Foreign Tax Residency Status does not constitute tax advice.

My Everyday Account is opened!
We'll let you know when this happens and give you the details of your new Everyday Account. We'll also send your Visa Debit card to you.

(If this is your second Everyday Account, we can link this Everyday Account to your existing Visa Debit card – just ask).

How do I make an initial deposit to my Everyday Account?
You can make an initial deposit by:
- transferring funds from an eligible ING account to your new Everyday Account;
- completing a direct deposit (of any amount) from an external bank account to your new Everyday Account using the ING BSB (923-100) and your new Account Number (not your Client Number or Visa Debit card number);
- having your income deposited to your new Everyday Account (see below); or
- mailing an initial deposit by cheque to ING, drawn from a bank account, and made payable to yourself or ING.

You won't be able to make any transactions on your Everyday Account until we accept your initial deposit and the funds have been cleared.

How do I activate my Visa Debit card?
To activate your Visa Debit card, you need to:
- sign the back of your card;
- log in to internet banking at ing.com.au to activate your card, and select the “Settings” tab under the “Account” section, select “Card Management” and follow the steps to activate your card.

You can also activate your Visa Debit card by following the prompts in mobile banking when you select your Everyday Account.

Activating my account and acceptance of the Account Terms
You cannot transact on an Everyday Account (including by use of your Visa Debit card) until your Everyday Account is activated. Your Everyday Account is activated by making an initial deposit into the account and activating your Visa Debit card.

Upon activation of your Everyday Account:
- you agree to the Account Terms;
■ you confirm that you have asked for, and want to use, the Visa Debit card; and
■ you agree to the Privacy Statement set out in this Terms and Conditions booklet.

How do I arrange for my income or regular deposit to go into my Everyday Account?
All you need to do is give the ING BSB (923-100), your Account Number (not your Client Number or Visa Debit card number) and the name(s) of the account holder(s) to:
■ your employer; and
■ any other person, company or government agency regularly depositing money into your Everyday Account.
3. Money in my pocket please

What we pay + tax

- ATM fee rebates
- Cash Out Bonus
- About Interest
- Bonuses, credits or rebates
- Social security and tax implications

ATM fee rebates

- No ING fees when using an ATM in Australia
  We don’t charge fees when you use an ATM in Australia to make cash withdrawals.

- Operator fees when using an ATM in Australia
  If you use an ATM in Australia, you may incur an ATM operator fee. This fee will be debited from your Everyday Account (see “ATM fees” on page 41).
  - If you have an Orange Everyday, we may rebate some or all of these fees in some circumstances, including if you or your joint account holder has a home loan with us (for details, please see the Everyday Fees and Limits Schedule).
  - If you have a Youth Account, we will rebate all ATM operator fees that you incur.

- Fees for accessing an ATM overseas
  For ATMs outside Australia, we may charge you a fee for accessing an ATM overseas (for details, see the Everyday Fees and Limits Schedule). ATM operators outside Australia may also charge you ATM operator fees. These fees will be debited from your Everyday Account.

  We may waive any fee we charge you for using an ATM overseas and also rebate any ATM fee charged by the ATM operator at settlement of the transaction:
  - if you have an Orange Everyday - where you meet the eligibility criteria (see the Everyday Fees and Limits Schedule for full details); or
  - if you have a Youth Account - we’ll always do this.
While the transaction is pending the amount of the ATM operator fee will be deducted from your available balance and will be rebated after the transaction is finalised (if eligible for the rebate). ATM transactions outside Australia can take up to 5 Business Days to finalise.

**When we won't rebate an ATM fee**
ATM fee rebates do not apply to:
- currency exchange fees; or
- fees imposed by merchants for purchase or cash out transactions.

**We only rebate eligible ATM operator fees**
We rebate eligible ATM operator fees based on the information we receive from Visa and ATM operators. If we don't rebate a fee you believe is eligible, please call our Customer Care Specialists on 133 464.

Should you access ATM fee rebates in a manner that, in our opinion, is not satisfactory or in line with the intent of the offer we may place a stop or freeze on your Everyday Account. We may also refuse to honour the ATM fee rebate or reclaim any ATM fee rebates provided to you.

**Cash Out Bonus**
On cash withdrawals at point-of-sale terminals – like EFTPOS and related facilities – we may pay you a Cash Out Bonus (for details, please see the Everyday Fees and Limits Schedule).

**About interest**
The Everyday Account does not pay interest. However, if you hold one of our interest bearing personal savings accounts, you can link it to your Everyday Account and transfer funds for immediate access using our Interactive Service.

**Bonuses, credits or rebates**
Sometimes we may offer special promotional bonuses, credits or rebates. The rates, duration and any other terms and conditions of the promotion will be provided separately to the Account Terms.

If you’re eligible for a promotion, the appropriate bonus, credit or rebate will be shown in your statement of account. Any bonus, credit or rebate will be available for you to use the day after it is credited to your Everyday Account.
Should you access any bonus, credit or rebate in a manner that, in our reasonable opinion, is not satisfactory or in line with the intent of the offer we may place a stop or freeze on your Everyday Account or close your Everyday Account. We may also refuse to honour the bonus, credit or rebate, or reclaim any benefit provided to you.

Access to any bonus, credit or rebate is subject to meeting eligibility requirements. Any bonus, credit or rebate offer may be withdrawn by us at any time for any reason. We’ll let you know if we do this.

Social security and tax implications

Any bonuses, credits or rebates you receive may have social security implications that are particular to your personal circumstances. They may also have tax implications and you should discuss this with your tax adviser.
Before we give you all the nuts and bolts of the inner workings of your Everyday Account, here are a few general things you need to know about deposits, withdrawals and balances.

- We'll process deposits and withdrawals as soon as we can, but not necessarily on the day we receive them.
- If there’s an error, or a cheque has been dishonoured, we may need to adjust your deposits and withdrawals, and consequently your balance, to reflect both your and our legal obligations.

### Transacting on your Everyday Account

- Making deposits
- Making withdrawals
- Statement of account
- Cancelling or changing instructions
- The nitty gritty of using an Interactive Service or Visa Debit card
- Your security and Codes
- Everyday round up

#### No joint holders for Youth Account

The Youth Account can be opened and operated in one name only.

#### Joint account holders for Orange Everyday

The Orange Everyday can be opened and operated in one or two names.

If you open an Orange Everyday jointly with someone else, we’ll accept instructions to operate your Orange Everyday from any one of you (we call this an ‘any to operate’ authority), unless you tell us that such instructions must be provided by all of you (we call this an ‘all to operate’ authority) - in which case, we’ll only accept instructions to operate your Orange Everyday from all of you.
If you have an any to operate authority on your Orange Everyday, this means:

- you and your joint account holder can operate the Orange Everyday independently of each other and instructions in respect of the Orange Everyday can be given by either of you;
- either one of you can, without the other, transact on the Orange Everyday, including:
  - making withdrawals from the Orange Everyday, including BPAY payments and withdrawals to Other Bank Accounts;
  - using an Interactive Service; and
  - using a Visa Debit card; and
- either one of you can ask to close the Orange Everyday.

If you have an all to operate authority on your Orange Everyday, it means we will only do these things if both of you provide an instruction to do these things. You can call us to set up an all to operate authority on your Orange Everyday.

We will not be liable for any loss or damage you or anyone else suffers as a result of us acting on instructions given by either one of you.

You are individually liable and jointly liable with your other joint account holder, to us for:

- any transaction on your Orange Everyday; and
- any amount owing to us in relation to your Orange Everyday.

If one joint account holder passes away, we treat the balance of the Orange Everyday as belonging to the living account holder.

### Making deposits

After your Everyday Account is activated, you can make deposits by:

- transferring money from any of your other eligible ING accounts using an Interactive Service (see “Making deposits using an Interactive Service” on page 23);
- arranging for money to be transferred from an Other Bank Account via a direct deposit, e.g. salary or other income payments. To do this you need to provide the ING BSB (923-100) and your Account Number shown on your statement of account (not your Client Number or
your Visa Debit card number), with any other required information to the depositor or financial institution making the deposit;
- arranging for money to be transferred from an Other Bank Account via an Osko Payment. To do this you need to provide your PayID to the depositor;
- cheque sent to ING (see “Making deposits by cheque” on page 23); and
- cash/cheque at Australia Post’s Bank@Post (see “Making deposits using Bank@Post” on page 23).

We’re unable to accept deposits of:
- international drafts, cheques or currency;
- money orders;
- traveller’s cheques; or
- cash/cheques at an ATM.

Your Attorney can transact on your Everyday Account by calling our Customer Care Specialists, providing your Client Number and answering key identity questions. They cannot access the Interactive Service, change your Access Code, or use your Visa Debit card.

- **Making deposits using an Interactive Service**
  When transferring from an ING account to your linked Everyday Account the money will be available immediately.

- **Making deposits by cheque sent to ING**
  Any subsequent cheque deposits after activating your Everyday Account must be drawn on an Australian financial institution.
  They need to be:
  - accompanied by a deposit slip and/or your name and Account Number; and
  - made payable to you or ING.

  We will not accept cheques originally made out to anyone other than you or ING.

  Please note we are unable to accept cheques that are future dated, stale (dated more than 15 months ago at time of receipt by ING), not authorised, physically altered (without initialisation by drawer), damaged or if details are missing or incorrect.

  For information on where to send cheques, please refer to the FAQ section on our website.

- **Making deposits using Bank@Post**
  Deposits can be made at any Australia Post outlet offering the Bank@Post service. Check your local participating Australia Post outlet for opening hours.
To make Bank@Post deposits you need your Visa Debit card. Deposits can be cash, cheques or a combination of both.

For cash deposits, note that Australia Post may limit the amount of cash you can deposit each day using the Bank@Post service ($3,000 as at the date of this Terms and Conditions booklet) and may refuse to deposit excessive coins or small denomination notes.

For cheque deposits, note that Australia Post is unable to accept cheques that are future dated, stale (dated more than 15 months ago at time of receipt by Australia Post), not authorised, physically altered (without initialisation by drawer) or if payee details are missing, not drawn on an Australian financial institution, or payable to joint names (cheques must be payable to the name on your Visa Debit card).

- Clearance of cheques

When a cheque is deposited to your Everyday Account, that money cannot be used or withdrawn until we’ve cleared the cheque and the money becomes ‘cleared funds’. This usually takes 3 to 5 Business Days, or 7 Business Days if deposited using the Bank@Post service.

If a cheque is dishonoured, i.e. the bank on which it is drawn refuses to pay the value of that cheque, we’ll debit your Everyday Account for the amount of that cheque, plus any bonuses and rebates relating to that cheque.

If a cheque is dishonoured, i.e. the bank on which it is drawn refuses to pay the value of that cheque, we’ll debit your Everyday Account for the amount of that cheque, plus any bonuses and rebates relating to that cheque.

Making withdrawals

You can withdraw cleared funds from your Everyday Account by using an Interactive Service or your Visa Debit card.

To help better protect your Everyday Account, we may ask you to enter a Code when carrying out certain transactions.

In the case of joint accounts, you may ask that withdrawals may only be made with the approval of all joint account holders (we call this an all to operate authority).
Scheduled withdrawals
Scheduled withdrawals to a bank account or by BPAY can only be made if there are sufficient cleared funds in your Everyday Account. These cleared funds need to be in your Everyday Account by midnight the Business Day before the withdrawal is scheduled.

If there are insufficient cleared funds when the scheduled withdrawal is processed that specific withdrawal will be cancelled. Future scheduled withdrawals will remain.

If the scheduled withdrawal is on a non-Business Day, it will generally happen the next Business Day.

We recommend you check your Everyday Account to make sure scheduled withdrawals are made on the due dates.

Making withdrawals to Other Bank Accounts
You can withdraw cleared funds in your Everyday Account to Other Bank Accounts by logging in at the ING website.

To make withdrawals using our Interactive Service you need details of the bank account you're paying, such as:
- the BSB, account number and the account holder’s name(s); or
- the account holder’s PayID.

For withdrawal limits to Other Bank Accounts, please see the Everyday Fees and Limits Schedule.

Take great care when entering the account details. ING does not verify or validate the BSB, account number, account name or PayID, and may not be able to recover funds transferred to Other Bank Accounts (see “Mistaken Internet Payments” on page 47).

Processing times
If a withdrawal to the Other Bank Account (other than an Osko Payment) is made before the cut-off time on a Business Day (for cut-off times, please see the FAQ section on our website), the funds are generally transferred to the Other Bank Account on the same Business Day.

If a withdrawal to the Other Bank Account is made after the cut-off time on a Business Day, or on a non-Business Day, the funds are generally transferred to the Other Bank Account on the Business Day after the withdrawal is made.
If a withdrawal to the Other Bank Account is made as an Osko Payment, the funds are generally transferred to the Other Bank Account in real time, provided there are sufficient cleared funds in your Everyday Account.

Making withdrawals by direct debit
You can nominate your Everyday Account to be used for direct debit requests at any other financial institution or organisation.

If you don’t have sufficient cleared funds in your Everyday Account for a direct debit it may be rejected. You should contact the institution making the direct debit to arrange for payment.

Any fees the institution charges as a result are your responsibility.

Making withdrawals with your Visa Debit card
You can use your Visa Debit card to withdraw cleared funds in your Everyday Account throughout Australia and overseas.

Your card can be used at:
- merchants – to purchase goods or services, and/or withdraw cash at participating merchants;
- ATMs – to withdraw cash; and
- financial institutions displaying the Visa logo – to withdraw cash.

Some ATMs may not have money available for withdrawals and some merchants, financial institutions and/or ATMs may not accept your Visa Debit card. If an ATM doesn’t return your Visa Debit card contact us immediately.

To complete a transaction with your Visa Debit card, you may need to:
- enter your PIN;
- sign the transaction receipt; and/or
- provide a particular form of identification.

Using Visa payWave
If your Visa Debit card has the Visa payWave symbol on the front of the card, it can be used to authorise purchases at merchants displaying the contactless symbol, simply by waving the card at the merchant’s point of sale reader.

Before authorising transactions using Visa payWave, you must check that the transaction amount on the merchant’s reader or cash register is correct.

There is no need for a Visa payWave transaction to be authorised by a PIN or signature, provided that the transaction is within the relevant authorisation limits set out in the Everyday Fees and Limits Schedule.
Withdrawal limits

Any cash from an ATM, financial institution, Bank@Post or merchant will make up part of your daily cash limit. The minimum or maximum amount of purchases or cash you can withdraw, however, will depend on the ATM, financial institution, Bank@Post or merchant. Note that you cannot use Visa payWave to withdraw cash. Visa Debit card withdrawal limits are set out in the Everyday Fees and Limits Schedule.

Authorisation

The merchant may seek authorisation if you:
- select the ‘credit’ button when you use your Visa Debit card to make purchases;
- use your Visa Debit card to make a Visa payWave transaction;
- you use the 16 digit card number to pay for goods or services.

This is to establish there are sufficient funds in your Everyday Account. This authorisation may also be completed for a transaction that happens some time in the future, such as car hire, accommodation and at unmanned terminals, e.g. unmanned parking stations. The transaction may take some weeks to be processed and debited to your Everyday Account.

Authorisation and available funds

Once the authorisation is obtained, it will reduce the amount of available funds in your Everyday Account. If the purchase or other transaction is not completed, the amount of available funds may continue to be reduced for up to 5 Business Days after the authorisation.

Consequently, you may find you have no, or reduced available funds in your Everyday Account. In relation to the Youth Account the balance in the Youth Account will not go into debit.

When the goods and services have been supplied, the merchant may request a subsequent authorisation for the actual costs.

Merchants

The price merchants charge for goods or services purchased with the Visa Debit card may be different than if purchased with cash.

When a merchant displays the ‘Visa’ or ‘EFTPOS’ symbol they’re not promising all their goods and services may be purchased with the Visa Debit card.

Unless required to do so by law we do not accept any liability:
if any merchant or financial institution displaying a Visa symbol refuses to accept or honour a Visa Debit card; or
for goods or services purchased with a Visa Debit card.
Any complaints about a refusal to accept a Visa Debit card, or the goods or services purchased, must be resolved directly with the merchant.

International Transactions on your Visa Debit card
An International Transaction is any transaction:
• in a foreign currency; or
• in Australian dollars or a foreign currency, where:
  – the merchant or financial institution accepting the card; or
  – the entity processing the transaction, is located outside of Australia.

Warning: You will not always know that a merchant or a processing entity is located outside Australia.

We will apply an International Transaction fee for each International Transaction posted to your Everyday Account. For the current International Transaction fee, please see the Everyday Fees and Limits Schedule. We may waive the ING International Transaction fee on card purchases if you satisfy the eligibility criteria set out in the Everyday Fees and Limits Schedule.

When you use your Visa Debit card to make an International Transaction, Visa International converts the transaction into Australian dollars using:
• a rate Visa International selects from the range of rates in wholesale currency markets, as at the date they process the transaction. The rate they receive may vary from the rate they’ve selected; or
• a rate a government requires Visa International to apply to the conversion, as at the date they process the transaction.

Visa International may convert a foreign currency transaction into US dollars before converting it into Australian dollars.

Warning: Your Visa Debit card must not be used for any unlawful purpose, including buying goods or services prohibited by Australian law. In relation to the Youth Account certain merchant codes may be blocked and attempted transactions will not be processed.

We may refuse to authorise a transaction using your Visa Debit card if it’s been reported lost or stolen, or we have any other good reason to do so (see “Putting the brakes on” on page 49).
Making recurring payments
You can nominate your Everyday Account to be used for recurring payments to merchants and billing organisations. Depending on the merchant or biller, you may provide the ING BSB (923-100) and your Account Number or your Visa Debit card number and expiry date.

If you don’t have sufficient cleared funds in your Everyday Account for a recurring payment it will be rejected and you should contact the merchant or biller to arrange for payment.

You must notify the merchant or biller directly if you close your Everyday Account or any of your Everyday Account details change, including a change in the debit card number and/or change of the debit card expiry date.

Making withdrawals by BPAY
You can withdraw cleared funds in your Everyday Account by using BPAY.

To make BPAY payments by accessing our Interactive Service you need the:
- amount of the payment;
- biller code and customer reference number; and
- date you want the BPAY payment made.

In order for us to make the payment you need to make sure:
- the information you provide is correct; and
- there are sufficient funds in your Everyday Account for any BPAY payments.

For limits that apply to payments made via BPAY, please see the Everyday Fees and Limits Schedule. Remember, when we make a BPAY payment on your behalf we’re not acting as your or the biller’s agent.

Processing times
Billers who participate in the BPAY Scheme agree that generally they’ll treat a BPAY payment as received:
- on the day you make the BPAY payment, if you tell us to make that payment before the cut-off time on a Business Day (for cut-off times, please see the FAQ section on our website); or.
- on the next Business Day, if you tell us to make that payment either after the cut-off time on a Business Day or on a non-Business Day.

There may be additional processing time of one day or more when:
- there’s a national public holiday the day after you tell us to make a BPAY payment;
• you tell us to make a BPAY payment either after the cut-off time on a Business Day, or on a non-Business Day; or
• the biller or another financial institution involved in the BPAY payment doesn’t meet their obligations under the BPAY Scheme.

It pays to check
If you instruct us to make a payment to a biller and discover that:
• the amount you told us to pay is greater than the amount you needed to pay, you should contact the biller for a refund; or
• the amount is less than the amount you needed to pay, you should pay the difference (using BPAY or another method).

If you’ve made a mistake when instructing us to make a BPAY payment please contact the biller directly, alternatively please call us and we will attempt to recover the mistaken amount from the biller.

Make sure you check your Everyday Account records carefully and contact us immediately if you become aware:
• you’ve made a mistake when instructing us to make a BPAY payment;
• of any delays or mistakes in processing your BPAY payment;
• you didn’t authorise a BPAY payment from your Everyday Account; or
• you think you have been fraudulently induced to make a BPAY payment.

A mistaken or incorrect BPAY payment does not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that biller.

If a payment cannot be processed
If we’re notified that your BPAY payment cannot be processed by a biller, we’ll:
• let you know;
• credit your Everyday Account with the amount of the payment; and
• if you wish, help you make a payment to that biller as soon as possible.

Complaints and liability
Any complaints about goods or services purchased with a BPAY payment (rather than about payment processing) must be resolved directly with the biller concerned.

Making withdrawals by bank cheque
You can withdraw cleared funds in your Everyday Account with a bank cheque by logging in at the ING website.
Bank cheques can be made payable to yourself or another person.

For bank cheque withdrawal limits, please see the Everyday Fees and Limits Schedule.

In most circumstances, we'll only dishonour or stop payment of a bank cheque if:

- it’s a forgery or unauthorised;
- it’s been physically altered;
- it’s been reported lost or stolen;
- a court has made an order to restrain payment; or
- the bank doesn’t receive payment for the cheque.

If you no longer need the bank cheque you can cancel it and ask for a refund by giving us the original bank cheque.

### Overdrawn Everyday Account

#### We don’t provide credit

As we don’t provide any credit on your Everyday Account, you must not withdraw any amount greater than the available balance of your Everyday Account.

#### What may happen if your Orange Everyday is overdrawn

You need to be aware that Visa Debit card and direct debit transactions may overdraw your Orange Everyday.

If a withdrawal would overdraw your Orange Everyday, we may allow the withdrawal. If we allow your Orange Everyday to be overdrawn, we do so on the following terms:

- interest will be charged on the overdrawn amount at the rate specified in the Everyday Fees and Limits Schedule; and
- you must repay your debt to us and pay any accrued interest on that debt immediately; and
- you must return your Orange Everyday account to a positive balance.

Interest charges for overdrawn balances accrue daily and are debited to your Orange Everyday account in arrears at the end of each month in which they accrue.

You should inform us as soon as possible if you are in financial difficulty.

We may close your Orange Everyday if the account is overdrawn for more than 60 days and the amount remains unpaid.

If we close your Orange Everyday because it’s overdrawn, the final statement for your Everyday Account may show a zero balance, however you’ll still be required to clear your debt to us.

You agree to pay us any reasonable legal fees we reasonably incur in seeking to recover the overdrawn amount from you.
Even if we honour a transaction, or do so more than once, it doesn't mean we have any obligation to do so in the future.

What may happen if your Youth Account is overdrawn
A Visa Debit card transaction may cause you to overdraw your Youth Account. If this happens, you must return your Youth Account to a positive balance within 60 days.

We may transfer money to cover any overdrawing
If your Orange Everyday is overdrawn we may transfer the money to cover any losses from any other account you have with us that’s in the same name as your Orange Everyday, including joint accounts.
If any other account you hold with us is overdrawn, including joint accounts, we may transfer money from your Orange Everyday up to the amount owing.
We’re not liable for any loss that may occur whether we do this or not.
If we transfer money to cover any overdrawing, we'll let you know as soon as possible.

We may set-off or combine your accounts with us
If you have another account with us, we may without notice:
- set-off the whole, or any part of, your account balance to satisfy any amount you owe us under other accounts (including any loan accounts) held in the same name with us;
- combine your account with such other accounts.
This means that we may transfer any credit balance of any other account you hold with us to your Orange Everyday if it is in debit and vice versa. We may do this at any time and without prior notice to you, however we'll inform you if we have exercised this right.
If we combine accounts, we'll comply with any applicable requirements of the Code of Operation for the Department of Human Services and Department of Veterans' Affairs Direct Credit Payments.
We will inform you promptly after exercising our right to combine your accounts.

Statement of account

Your statements will be provided and be available to you online for up to 7 years from the statement date (including after you’ve closed your Everyday Account). You can access these by logging in at the ING website. We issue a statement of account every three months (or more frequently if you ask us to) and we'll let you know by
email when a new statement is available in online banking. Alternatively, if you want a copy of a particular statement you may call us.

Each statement will record all transactions on your Everyday Account since the last statement. We recommend you check your statements carefully.

If you believe there's a mistake, or a transaction wasn't authorised by you, tell us straight away (see “We welcome feedback and resolving concerns” on page 65).

- Cancelling or changing instructions

You should contact one of our Customer Care Specialists immediately if you want to stop or suspend a transaction. We are not liable to anyone if we’ve already debited the amount from your Everyday Account.

Here are some specific instructions for different services.

- **Withdrawals using an Interactive Service**

You cannot stop or suspend a withdrawal from your Everyday Account using an Interactive Service or Visa Debit card after instructions have been given to us, as this transfer occurs immediately.

There may be times when a withdrawal from your Everyday Account, using an Interactive Service, may be stopped or suspended. However, this will depend on:

- the method by which you instruct us to make the withdrawal;
- whether the transaction was made on a Business Day; and
- the time the transaction was requested.

You need to call us immediately to request the stop or suspension.

If the withdrawal cannot be stopped or suspended, contact the recipient to request the funds be returned.

- **Direct deposit and direct debit arrangements**

Under a direct deposit arrangement you can alter, stop or suspend an individual deposit by contacting the depositor or financial institution making the deposit.

You can cancel any direct debit arrangement you have involving your Everyday Account by calling us 24/7 on 133 464. We will then promptly place a stop on the direct debit arrangement which will mean that any request from a third party to debit your Everyday Account under the arrangement will be rejected. We may also ask you to contact the debit user and inform them that the direct debit arrangement has been cancelled.
Scheduled transfers

You can stop or suspend an individual scheduled transfer or scheduled BPAY payment from your Everyday Account by logging in at the ING website and cancelling it before the date of the transfer, otherwise the transfer cannot be stopped or suspended.

The nitty gritty of using an Interactive Service or Visa Debit card

Your Client Number and Access Code

To access your Everyday Account via an Interactive Service you need to use your Client Number and Access Code. We'll give you a Client Number when you first open an account with ING.

You may select an Access Code during the application process or we'll give you a Temporary Access Code. You must select a PIN for your Visa Debit card during the application process. You can also change your PIN at a later time in online banking or mobile banking.

If you're given a Temporary Access Code, the first time you use an Interactive Service, you'll be required to select your own personal Access Code. We'll explain how to do this when you log in.

You may also access your Everyday Account by phoning a Customer Care Specialist, providing your Client Number and answering some key identity questions.

For joint accounts, each of you as an account holder:

- will be given a separate Client Number and Temporary Access Code (if not already selected);
- will need to select your own PIN during the application process or when requesting a Visa Debit card; and
- must individually use the Interactive Service with your own Client Number and Access Code.

Transactions via an Interactive Service

You can:

- change your Access Code;
- enquire about your Everyday Account balance;
- make a payment to your other ING accounts;
- get details of your most recent transactions; and
- make a BPAY payment to certain billers.

Using the ING website you can also:

- get details of all transactions on your Everyday Account (including online statements);
- make a BPAY payment;
- make a payment to Other Bank Accounts;
- order a bank cheque;
- change your contact details;
- activate your Visa Debit card; and
- apply for another ING product.

Your Attorney can do any of these transactions (except change your Access Code, order a bank cheque or activate your Visa Debit card) by calling a Customer Care Specialist, providing your Client Number and answering key identity questions. Your Attorney cannot access an Interactive Service or use your Visa Debit card.

**Confirmation of transactions**

You can confirm Everyday Account transactions by:
- logging in at ing.com.au, selecting “Accounts” and then selecting the relevant account; or
- calling one of our Customer Care Specialists on 133 464.

**Deposit discrepancy**

If there is a discrepancy between the deposit amount recorded on an Interactive Service and the amount we've recorded as received into your Everyday Account we'll:
- notify you of the difference as soon as possible; and
- advise you of the actual amount credited to your Everyday Account.

If this occurs, the amount we’ve recorded as received into your Everyday Account will be presumed to be the amount that is actually received into your Everyday Account. However, if you disagree, you have the opportunity to show us evidence that, that amount is incorrect.

**Keeping track of transactions**

When you withdraw from your Everyday Account via an Interactive Service, we'll give you a receipt to confirm your transaction, in accordance with the ePayments Code.

Receipts for scheduled withdrawals and withdrawals by bank cheque may not be available until the transaction has been processed.

If you're speaking with a Customer Care Specialist or using our interactive phone service, we'll give you a verbal receipt to confirm your transaction, unless you tell us at the time you don't want one.

Save your receipt details for your records and check them against the relevant statement.

If you believe there is an error, or if you have any other concerns, let us know straight away (see “What to do if you have a concern” on page 65).
Your instructions
We have the authority to act on your instructions in relation to any transaction. If it’s not possible to carry out these instructions:
- the transaction may not be processed;
- we may defer processing the transaction; or
- we may seek further information from you before carrying out the instructions.

Instructions can only be cancelled or changed in accordance with the Account Terms. You are responsible for ensuring that you or your Attorney provides us with the correct instructions.

System failures and maintenance
You acknowledge there may be times when you’re temporarily unable to access an Interactive Service or use your Visa Debit card due to system failures or maintenance. You may still be able to access or transact on your Everyday Account by calling a Customer Care Specialist.

The Interactive Service and Visa Debit card belong to ING. As an account holder, the Interactive Service and Visa Debit card are for your banking use only and restricted by the provisions of this Terms and Conditions booklet.

Your Visa Debit card expiry and replacement
Your Visa Debit card is only valid during the period stated on the card and cannot be used after this date.

We may:
- automatically issue you with a new Visa Debit card before the expiry date; and/or
- issue a replacement debit card at any time.

To request a replacement card, you can call us.

Your security and Codes

Enhanced Security Measures
When you’re using our Interactive Service and/or contact us to initiate a transaction, there may be times when you need to use our Enhanced Security Measures. These measures are in place for both your protection and ours.

If you don’t use the Enhanced Security Measures when asked:
- you may be denied access to our Interactive Service; and/or
- you may need to conduct certain transactions with one of our Customer Care Specialists.
Any Security Device we provide you, as part of our Enhanced Security Measures, remains our property and must be returned to us when requested. Only one Security Device will be issued per Client Number. If you lose any Security Device your access to our Interactive Service may be denied.

If you hold or have authority to transact on any other ING product, the Enhanced Security Measures will apply to those products.

Where we hold an email address for you we may also send an email confirming certain transactions.

If you’re unable to use our Enhanced Security Measures, please call one of our Customer Care Specialists to discuss alternative options.

**Keeping your Codes, Visa Debit card and Security Device secure**

It’s important to take all reasonable precautions and follow the Code Security Requirements (as set out below) to ensure your Codes, Client Number, Visa Debit card and Security Device are not misused, and remain secure and confidential.

You must not:

- tell anyone your Codes, including any member of your family or your Attorney;
- let anyone else, whether acting as your agent or not, access our Interactive Service using your Client Number and Codes;
- select an Access Code or PIN that consists of repeated, ascending or descending numbers, or numbers that are associated with your birth date, Client Number or an alphabetic code which is a recognisable part of your name;
- give your Visa Debit card or Security Device to anyone else or let them use it;
- keep a record of any Code (without making a reasonable attempt to protect the security of the Code) on your Visa Debit card, a Security Device, or in or on anything you usually carry with your Visa Debit card or your Security Device, as it could be lost or stolen at the same time as the Visa Debit card or Security Device;
- be careless about protecting the security of the PIN; or
- let anyone else see you entering your PIN at an ATM or EFTPOS terminal.

You must:

- sign your Visa Debit card as soon as you receive it; and
- check regularly to make sure you still have your Visa Debit card.

Your PIN will be automatically de-activated after three unsuccessful attempts to enter your PIN. If this happens, you’ll need to contact one of our Customer Care Specialists
and we can re-activate your PIN, as long as the Visa Debit card is in your possession. Alternatively, we can issue you a replacement Visa Debit card with a new PIN.

As soon as you realise or suspect anyone else knows any of your Codes (including your Access Code or PIN), or your Visa Debit card or Security Device is lost, stolen or used without your permission, please call our Australia-based Customer Care Specialists straight away on 133 464 or write to us at GPO Box 4014, Sydney NSW 2001. We'll give you reference details to confirm you've alerted us to the situation.

It’s important that you tell us as soon as you realise or suspect anyone else knows any of your Codes (including your Access Code or PIN), or your Visa Debit card or Security Device is lost, stolen or used without your permission because if you don’t do so you may be liable for any transactions that occur on your Everyday Account, including all associated fees and charges – see ‘Who’s responsible’ on page 43.

If you realise or suspect anyone else knows your Access Code or PIN:
- for your Access Code – we’ll ask you to select a new Access Code using our interactive phone service;
- for your PIN – you can select a new PIN using online banking or mobile banking. We can also issue you a replacement Visa Debit card with a new PIN.

If you don’t select a new Access Code or PIN when asked, a stop will be placed on your Everyday Account until you do so.

If we know or suspect that anyone else knows any of your Codes, we may place a stop on your Everyday Account. In that event, you should contact us to have the stop removed and then:
- for your Access Code – you’ll need to select a new Access Code using our interactive phone service;
- for your PIN – you’ll need to select a new PIN using online banking or mobile banking. Alternatively, you can request a replacement Visa Debit card with a new PIN.

If you call to alert us that another person knows, or has used your Codes, Visa Debit card or Security Device, and our phone service is not available, you won’t be liable for any losses that occur while these facilities are not available. This is provided that you notify us within a reasonable time of the phone services becoming available again.

If your Visa Debit card has a Chip:
- you must ensure that the Chip is protected from misuse, tampering, damage, destruction, unauthorised use or removal;
- no one other than you may use the Visa Debit card; and
- if you are required to destroy the Visa Debit card (under this Terms and Conditions booklet), you must do so by cutting the Chip in half.
Everyday round up

You may choose at any time to activate Everyday round up on your Everyday Account.

Everyday round up is an optional feature which rounds up the value of certain transactions debited to your Everyday Account, and automatically transfers the amount by which the transaction is rounded up (the ‘Round Up Amount’) from your Everyday Account to an Eligible Account nominated by you.

Eligible transactions

Everyday round up is available on purchase transactions debited to your Everyday Account using your Visa Debit card or the information printed on it. This includes transactions made using Visa payWave, Apple Pay and Google Pay.

Everyday round up does not operate in respect of cash withdrawals from an ATM using your Visa Debit card, direct debits or BPAY payments from your Everyday Account, or withdrawals from your Everyday Account made by bank cheque or by using an Interactive Service.

Round Up Amounts

When you activate Everyday round up, you can choose from the following Round Up Amounts:

- round up to the nearest $1; or
- round up to the nearest $5.

We will round up the value of each eligible transaction by your chosen Round Up Amount.

For example, you make a purchase of $3.50 using your Visa Debit card. If you have chosen to round up to the nearest $1, we will debit the purchase amount of $3.50 to your Everyday Account, and transfer $0.50 from your Everyday Account to your nominated Eligible Account.

If you have chosen to round up to the nearest $5, we will debit the purchase amount of $3.50 to your Everyday Account, and transfer $1.50 from your Everyday Account to your nominated Eligible Account.

For International Transactions, the Round Up Amount is calculated on the Australian dollar value of the transaction.

Processing the Round Up Amount

Each Round Up Amount will be:

- debited from your Everyday Account and transferred to your Eligible Account in a separate transaction which will ordinarily occur immediately after the eligible purchase is
made (e.g. in store, when making the purchase online), but in some circumstances may be processed up to 2 hours after the eligible purchase is made; and

- credited to your Eligible Account as a separate transaction.

The Round Up Amount will not be debited if doing so would reduce the balance of your Everyday Account below $20 or any other amount we may determine from time to time.

### Activating the round up feature

You (or in the case of an Orange Everyday held jointly, each or either of you) can activate Everyday round up in respect of eligible transactions you make on your Everyday Account via online banking or mobile banking. When activating Everyday round up, you must:

- select your Round Up Amount; and
- nominate an Eligible Account to which the Round Up Amount will be transferred.

The nominated Eligible Account need not be held in the same name/s or capacity/ies as your Everyday Account.

By activating Everyday round up, you authorise us to debit the Round Up Amount from your Everyday Account and transfer it to the nominated Eligible Account.

### Reversals

If a transaction debited to your Everyday Account is reversed, the transfer of the Round Up Amount related to that transaction will not be reversed.

### Changes

You can change your selected Round Up Amount or your nominated Eligible Account at any time via online banking or mobile banking. Any such change will take effect promptly.

### Disabling the Everyday round up feature

You may disable the Everyday round up feature at any time via online banking or mobile banking.

We may disable the Everyday round up feature on your Everyday Account if:

- your nominated Eligible Account is closed;
- there is a material breach of the Account Terms by you; or
- we are otherwise authorised by law or compelled by our compliance arrangements to do so.

We will notify you when this occurs and may do so by any means including email, SMS or through a message in online banking.
5. Fees explained

Fees

For a current list of transactions that may attract fees, please see the Everyday Fees and Limits Schedule on our website or you can ask for a copy by calling us 24/7 on 133 464.

Any fees payable will be debited to your Everyday Account.

ATM fees

ING does not charge you at all for accessing your Everyday Account at any ATM in Australia. However, the ATM operator may charge ATM operator fees. To see whether any fees apply, read the ATM fee disclosure statement that appears on the ATM when making your transaction.

Before you complete your ATM transaction, you’ll be asked whether the ATM operator can debit the fee from your Everyday Account.

For Orange Everyday, we may rebate some or all of these ATM operator fees. For Youth Account, we rebate all of these ATM operator fees. See “ATM fee rebates” on page 18.

For ATMs outside Australia, ING may charge you a fee for accessing an ATM overseas (for details, see the Everyday Fees and Limits Schedule). ATM operators outside Australia may also charge you ATM operator fees (which should ordinarily be disclosed to you when using the ATM).

However, the method of disclosure of any such ATM operator fees may differ across financial institutions and across countries.

For an Orange Everyday, we may waive any fee we charge you for using an ATM overseas and also rebate any ATM operator fees incurred when using an ATM overseas within 5 Business Days if you satisfy the eligibility criteria (see “ATM fee rebates” on page 18 and the Everyday Fees and Limits Schedule for full details).

For a Youth Account, we will waive any fee we charge you for using an ATM overseas and also rebate any ATM operator fees incurred when using an ATM overseas within 5 Business Days.
Government charges

All government charges will be debited from your Everyday Account.

At the date of this Terms and Conditions booklet there are no government charges associated with your Everyday Account. However, the government may introduce charges in the future. For details of any current government charges visit ing.com.au
6. Who’s responsible?

Who's liable for Unauthorised Transactions?

- Liability in relation to the use of our Interactive Service or Visa Debit card with a PIN
- When you’ll be liable
- Warning: Account Aggregation Service
- Liability for BPAY payments
- Mistaken Internet Payments

If things don't go according to plan it's good to be prepared for what happens next. By the time you’ve read this section, at least you'll know what happens if someone accesses your Everyday Account without authority.

- Cash

Please be very careful when you’re handling cash at an ATM, Bank@Post, merchant or any financial institution. Once cash is in your possession, it's at your risk and your responsibility.

Liability in relation to the use of our Interactive Service or Visa Debit card with a PIN

- When you’re not liable

You’re not liable for losses you incur or suffer that:

- relate to any of your original or reissued Codes, identifiers, Visa Debit cards or Security Devices that are forged, faulty, expired or cancelled;
- arise from transactions made through our Interactive Service or with your Visa Debit card that require your Codes or Security Device, before you’ve received your Codes, Security Device or Visa Debit card (including a reissued Code, Security Device or Visa Debit card);
- are caused by the fraudulent or negligent conduct of our employees, agents, those of companies involved in networking arrangements with us, or merchants linked to the electronic funds transfer system or their employees or agents;
- result from the same transaction being incorrectly debited more than once to the same Everyday Account by us;
When you'll be liable

If we can prove on the balance of probability that you contributed to the loss caused by the Unauthorised Transaction:

- through your fraud;
- by failing to comply with the Code Security Requirements;
- where more than one Code is required to perform a transaction and we prove:
  - that the security of a Code for one or more Codes has been breached (but not all of the required Codes); and
  - on the balance of probability that a breach of security of the Code(s) was more than 50% responsible for the losses when assessed together with all the contributing causes,

then you are liable for the actual losses which occur before we are notified of the loss, theft or misuse of your Code, Visa Debit card or Security Device or a breach of the Code Security Requirements.

However, you will not be liable for any loss on any day, or in any period, exceeding any applicable transaction limit.

When you'll have limited liability

If it's not clear whether you've contributed to the loss caused by an Unauthorised Transaction that required one or more Codes, the amount of your liability will be limited to the least of:

- $150;
- the actual loss at the time we're notified that the security of your Codes was breached or your Visa Debit card or your Security Device has been lost, stolen or used without your permission (limited by the applicable daily or period transaction limits over the relevant time frame); and
- the balance of the Everyday Account from which value was transferred in the Unauthorised Transaction.
for that day or period, and you will not be liable for loss in excess of your Everyday Account balance.

If you leave your Visa Debit card in an ATM, you will be liable for all losses arising from Unauthorised Transactions if the ATM incorporates reasonable safety standards that lessen the risk of this occurring (e.g. ATMs that capture cards that aren’t removed, or those that require a user to swipe then remove a card before starting the transaction).

If you leave your Visa Debit card in an ATM please call our Australia-based Customer Care Specialists straight away on 133 464.

**Warning: Account Aggregation Service**

Some companies provide account aggregation services that allow you to view account information from different institutions on the one webpage. To use an account aggregation service you’re usually required to give the service provider your account details and your Codes.

We do not endorse, promote or authorise using account aggregation services in connection with your account(s) or an Interactive Service.

Remember, if you disclose your Codes to another person you’ll be liable for any transactions that person makes on your account(s) using your Codes.

---

**Liability for unreasonably delaying notification**

If we can prove on the balance of probability that you’ve contributed to a loss caused by an Unauthorised Transaction by unreasonably delaying notification that the security of your Codes, Visa Debit card or Security Device has been compromised after you become aware of the loss, theft or breach, you will be liable to us for the actual losses incurred between:

- the time you first became aware (or should reasonably have become aware) of any of these events; and
- the time we are actually notified of the relevant event.

However, you will not be liable for any loss on any day, or in any period which exceeds any applicable transaction limit, for that day or period, and you won’t be liable for loss in excess of the balance of your Everyday Account.
Liability caused by equipment malfunctions

You are not liable for any loss caused by an EFT institution’s equipment accepting your transaction but failing to complete the transaction in accordance with your instructions.

However, if you were aware, or should have been aware, that the EFT institution’s equipment was unavailable or malfunctioning, our responsibility will be limited to:

- correcting errors in the Everyday Account; and
- refunding any charges or fees imposed as a result.

We’re not responsible for:

- errors, inaccuracies, interruptions, viruses/defects due to any system or equipment failing to complete a transaction;
- delays resulting from any network, system or equipment failing to support the Interactive Service, Visa Debit card or Security Device; or
- any Interactive Service or Visa Debit card system or equipment failing to complete your transaction instructions.

If we’re responsible, our liability is limited to the cost of resupplying the service.

Liability when using a Visa Debit card without a PIN

For Visa Debit card transactions that don’t need a PIN, you’re not liable for any Unauthorised Transactions unless you have:

- contributed to the losses by letting someone else use your Visa Debit card; or
- unreasonably delaying notifying us of the loss, theft or unauthorised use of your Visa Debit card.

Otherwise, we may hold you liable for all such transactions up to the time you notify us of the loss, theft or unauthorised use of your Visa Debit card.

Liability for BPAY payments

If a BPAY payment is unauthorised or is made from your Everyday Account otherwise than in accordance with your instructions, we’ll credit your Everyday Account for the payment amount.

If a BPAY payment is fraudulently induced by someone involved in the BPAY Scheme, then that person should refund you that payment. If that person doesn’t refund the payment you have to bear the loss. That is unless some other person in the BPAY Scheme:
knew of the fraud; or
• would have detected it with reasonable diligence.

In this case that person must refund you the payment.

We’re not liable for any indirect loss or damage you may suffer as a result of using the BPAY Scheme, unless we:
• acted negligently; or
• breached any condition or warranty in regard to the supply of goods and services, which can’t be excluded or limited under law.

You indemnify us against any loss or damage we may suffer due to any action of any kind brought against us because you:
• didn’t observe any of your obligations; or
• acted negligently or fraudulently in regard to the Account Terms.

Mistaken Internet Payments

If you report to us that a withdrawal to one or more Other Bank Accounts (see “Making Withdrawals to Other Bank Accounts” on page 25) made by you was a Mistaken Internet Payment, here’s what will happen depending upon when you report the payment to us:

- **Report within 10 Business Days of making the payment:** if there are sufficient credit funds available in the account of the unintended recipient and both we and the other financial institution (which holds the account to which the reported mistaken payment was made) are satisfied that a Mistaken Internet Payment occurred, then the other financial institution must return the funds to us within 5 to 10 Business Days of receiving our request. We’ll then return the funds to your Everyday Account as soon as practicable.

- **Report between 10 Business Days and 7 months of making the payment:** if there are sufficient credit funds available in the account of the unintended recipient and we are satisfied that a Mistaken Internet Payment occurred, we’ll ask the other financial institution to investigate (which must be completed within 10 Business Days of receiving our request). If, after the investigation is completed, the other financial institution is satisfied that a mistaken payment occurred, it can prevent the unintended recipient from withdrawing the funds mistakenly paid for a further 10 Business Days. The other financial institution must notify the unintended recipient that the funds will be withdrawn from their account unless they can establish...
that they’re entitled to the funds within this 10 Business Day period. If the unintended recipient doesn’t establish that they’re entitled to the funds within this timeframe, the other financial institution must return the funds to us within a further 2 Business Days. We’ll then return the funds to your Everyday Account as soon as practicable.

- **Report after 7 months of making the payment:** if there are sufficient funds available in the account of the unintended recipient and both we and the other financial institution are satisfied that a Mistaken Internet Payment was made, the other financial institution must seek the consent of the unintended recipient to return the funds mistakenly paid. If the unintended recipient consents, the other financial institution must return the funds to us. We will then return the funds to your Everyday Account as soon as practicable.

- **Report at any time but other financial institution not satisfied that a Mistaken Internet Payment was made:** if we are satisfied that a Mistaken Internet Payment occurred, but the other financial institution is not satisfied, but there are sufficient credit funds available in the account of the unintended recipient, the other financial institution may seek the consent of the unintended recipient to return the funds. If the unintended recipient consents, the other financial institution must return the funds to us. We will then return the funds to your Everyday Account as soon as practicable.

- **Report at any time but insufficient credit funds:** if there aren’t sufficient credit funds available in the account of the unintended recipient to the full value of the mistaken payment—yet both we and the other financial institution are satisfied that a Mistaken Internet Payment was made—the other financial institution must use reasonable endeavours to retrieve the funds from the unintended recipient (e.g. by facilitating repayments in instalments).

- **Report at any time but we aren’t satisfied that a Mistaken Internet Payment occurred:** we are not required to take any further action, but may ask the other financial institution to investigate. You are liable for any loss arising from the Mistaken Internet Payment.

In all instances, we’ll advise you of the outcome the investigation of a reported Mistaken Internet Payment in writing within 30 Business Days of the day on which the report was made.
7. Putting the brakes on

Placing a stop or freeze on your Everyday Account and/or closing it

- What is a stop, freeze or delay?
- Your Visa Debit card
- How your Everyday Account may be closed
- Anti-Money Laundering and Counter-Terrorism Financing
- Suspension of the Interactive Service

Sometimes we need to put a stop or freeze on your Everyday Account, place a hold on or cancel your card or delay certain transactions. This could be to protect you, your Everyday Account and/or ourselves. There may also be a time when you, or we, decide to close your Everyday Account (we hope not!). Here's the rundown of what happens.

What is a stop, freeze or delay?

A ‘stop’ means you can't make withdrawals. A ‘freeze’ means you can't make deposits or withdrawals. A ‘delay’ means a delay to the date on which a transaction is processed.

We may place a stop or freeze on your Everyday Account (or delay certain transactions) if:

- you don't provide additional information to verify your identity or source of funds as requested by us;
- you don't provide us with information we request regarding your Foreign Tax Residency Status;
- you don't select a new Access Code or PIN when asked to do so (see “Your security and Codes” on page 36);
- you haven't provided us with your mandatory security details;
- we know or suspect that your Codes, Visa Debit card or Security Device are no longer secure and confidential (see “Your security and Codes” on page 36);
- we've received returned mail because you haven't given us a change of contact details (see “Notices and return mail” on page 57);
- you haven't made a withdrawal from, or deposit to, your Everyday Account for 6 months or more;
- you have not conducted your Everyday Account in a manner we reasonably determine to be satisfactory or for any other reason we reasonably consider appropriate having regard to our legitimate business interests and/or the regulatory risk associated with not placing a stop or freeze on your Everyday Account (or not delaying certain transactions) as relevant;
- you have lost or misused any Enhanced Security Measures that we have provided you with;
- we’re required to do so by court order or to comply with any relevant laws, including anti money laundering or sanctions laws;
- 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 or ASIC;
- you die;
- we reasonably determine that you have used your Everyday Account for business purposes;
- we reasonably believe that not placing a stop or freeze on your Everyday Account (or not delaying certain transactions) would cause us to breach a relevant law or court order or would represent an unacceptable level of risk for us due to the following:
  - we reasonably believe that you have migrated to a country, or your Everyday Account has received funds from or funds from your Everyday Account have been sent to a country, that we determine is ‘ultra high risk’ given our obligations under Anti-Money Laundering and Counter-Terrorism Financing Laws in respect of the services we provide (for information on relevant countries, please contact us);
  - you fail to provide any information or document to us that we have requested for the purpose of our compliance with a relevant law (including Foreign Tax Residency Status self certification or any details necessary for us to verify your nationality in accordance with Anti-Money Laundering and Counter-Terrorism Financing Laws); or
  - we reasonably form the view that you are ‘high risk’ given our obligations under Anti-Money Laundering and Counter-Terrorism Financing Laws having regard to our obligation to consider the risks posed by your Foreign Tax Residency Status (including where you don’t provide us with information we request regarding your Foreign Tax Residency Status); your sources of funds and wealth; your business or employment; the country/ies in which you reside; the services we provide to you and the method through which you access those services; and/or your status as a Politically Exposed Person; or
- you access any bonuses, credits or rebates in a manner that, in our opinion, is not satisfactory or in line with the intent of the offer.

You won't be able to use your Visa Debit card, access or transact on your Everyday Account until the stop or freeze is lifted. Just call a Customer Care Specialist and they'll tell you how the stop or freeze can be lifted.

### Your Visa Debit card

We may place a hold on or cancel your Visa Debit card if:
- for any of the reasons we may place a stop or freeze on your Everyday Account (or delay certain transactions);
- we know or suspect your Visa Debit card is no longer secure and confidential;
- we know of or suspect fraudulent transactions on your Visa Debit card; or
- you advise us that your Visa Debit card or PIN has been lost or stolen.

If you lose your Visa Debit card or suspect it has been stolen, please call our Australia-based Customer Care Specialists straight away on 133 464.

### How your Everyday Account may be closed

- **You may close your Everyday Account at any time by calling a Customer Care Specialist and requesting that the account be closed.**

In most situations, eligible Everyday Accounts can be closed via internet banking at ing.com.au or via the mobile banking application – you can do this by navigating to ‘Close this account’. If you are unable to close your account online, you can call a Customer Care Specialist or send us a message through internet banking or the mobile banking application.

In the case of an Orange Everyday held jointly with someone else, we'll accept instructions to close your Orange Everyday from any one of you (we call this an ‘any to operate’ authority), unless you tell us that such instructions must be provided by all of you (we call this an ‘all to operate’ authority) - in which case, we'll only accept instructions to close your Orange Everyday from all of you.

If the account holder passes away, your Attorney, executor, or administrator should contact us so we can advise what documents need to be completed. If one joint account...
holder passes away, we treat the balance of the Orange Everyday as belonging to the living account holder.

We may close your Everyday Account by giving you 7 days notice.

Also, we may close your Everyday Account immediately or refuse to process any transactions if:

- we cannot verify your identity or source of funds;
- we are unable to determine your Foreign Tax Residency Status in accordance with our obligations under the law;
- you don't provide us with information we request regarding your Foreign Tax Residency Status;
- we suspect fraudulent activity or a breach of law;
- you haven't made an initial deposit within 30 days from account opening;
- you haven't made a withdrawal from, or deposit to, your Everyday Account after a minimum of 6 months;
- for an Orange Everyday, your Everyday Account is overdrawn for more than 60 days and the amount remains unpaid;
- we’re required to do so by court order or by law;
- 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 or ASIC;
- we reasonably determine that you have used your Everyday Account for business purposes;
- we reasonably believe that keeping your Everyday Account open (or processing certain transactions) would cause us to breach a relevant law or court order or would represent an unacceptable level of risk for us due to the following:
  - we reasonably believe that you have migrated to a country, or your Everyday Account has received funds from or funds from your Everyday Account have been sent to a country, that we determine is ‘ultra high risk’ given our obligations under Anti-Money Laundering and Counter-Terrorism Financing Laws in respect of the services we provide (for information on relevant countries, please contact us);
  - you fail to provide any information or document to us that we have requested for the purpose of our compliance with a relevant law (including Foreign Tax Residency Status self certification or any details necessary for us to verify your nationality in accordance with Anti-Money Laundering and Counter-Terrorism Financing Laws); or
  - we reasonably form the view that you are ‘high risk’
given our obligations under Anti-Money Laundering and Counter-Terrorism Financing Laws having regard to our obligation to consider the risks posed by your Foreign Tax Residency Status (including where you don’t provide us with information we request regarding your Foreign Tax Residency Status); your sources of funds and wealth; your business or employment; the country/ies in which you reside; the services we provide to you and the method through which you access those services; and/or your status as a Politically Exposed Person; or

- you have not conducted your Everyday Account in a manner we reasonably determine to be satisfactory and we reasonably consider that it is appropriate to close the Everyday Account having regard to our legitimate business interests and/or the regulatory risk associated with not closing your Everyday Account.

You can also elect to close your Everyday Account at any time by calling a Customer Care Specialist and requesting that the account be closed or by withdrawing all funds in your Everyday Account. In the case of the Youth Account, it means you can choose to close your Youth Account when you turn 18 years old so that it does not automatically switch into an Orange Everyday. Before an Everyday Account is closed any amount you owe us must be paid, including any overdrawn amount.

You remain liable for all transactions, bank fees, charges and/or government charges made before, when or after your Everyday Account is closed.

We may debit any outstanding Visa Debit card transaction amounts to any other account in your name.

On closing your Everyday Account or if your joint account holder passes away, you must:

- cut your and/or their Visa Debit card in half (including the Chip if relevant) and let us know once you’ve done so; and
- cancel any scheduled payments using your and/or their Visa Debit card or via direct debits or direct credits.

On the date your Everyday Account is closed, we'll transfer any credit balance of the account, including any accrued bonuses and rebates, to a bank account which you instruct us to. We may issue you with a cheque if we are unable to deposit the balance into another bank account of yours.

We may refuse to honour any transactions that happen after the Everyday Account is closed.
We will not be liable to anyone for any loss or damage of any kind that may be suffered due to us exercising these rights. After your Everyday Account is closed the Account Terms will continue to apply and be relevant to our relationship with you. For example, they will apply if afterwards you:

- use, or attempt to use, our online banking or other Interactive Service using Codes that we have given you;
- have any property of ours (for example, a Security Device) in your possession; or
- owe any debt or have any other liability to us.

### Anti-Money Laundering and Counter-Terrorism Financing

Notwithstanding any other rights we have, we may be required under Anti-Money Laundering and Counter-Terrorism Financing Laws to:

- collect further information about you;
- disclose information relating to you or your Everyday Account to Australian and overseas regulators and others; and
- take other action required by law.

### Suspension of the Interactive Service

You can end the use of an Interactive Service at any time by telling us in writing.

We can terminate your access to any Interactive Service at any time, however you can still access your Everyday Account by calling us 24/7 on 133 464.
8. Things change

Change to conditions
- We may change these conditions
- We’ll give you notice of any changes
- Change of name and address
- Change of Foreign Tax Residency Status
- Notices and return mail

Change is inevitable, whether it’s a change in your life, the weather or the law. If there are changes to your Everyday Account, you’ll want to know what they are and what’s going to happen.

We may change these conditions

We may change any of the Account Terms for the Everyday Account at any time for reasons including but not limited to the following:
- 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;
- as a result of changed circumstances (including by adding benefits or new features);
- to respond proportionately to changes in the cost of providing the Everyday Account;
- to make them clearer.

If you are unhappy with any change we make, you may close your Everyday Account (see “How your Everyday Account may be closed” page 51).

We’ll give you notice of any changes

We’ll give you at least 30 days prior notice in writing (longer if required by legislation or any other code of conduct we subscribe to) of any change that:
- increases your liability for losses due to using an Interactive Service or Visa Debit card to transact on your Everyday Account;
- introduces or increases charges relating solely to using an Interactive Service, Visa Debit card or security device, or for issuing an additional or replacement Interactive Service, Visa Debit card or security device;
- introduces or varies the daily or periodic transaction limits for using an Interactive Service or Visa Debit card;
- introduces or varies bank fees or charges on your Everyday Account; or
- modifies, introduces a cap or discontinues the ATM fee rebate.

We will give you notice of other changes no later than the day on which the relevant change takes effect. However, in some circumstances, we may tell you about a change after it has been made – but only where:
- the change is necessary for us to avoid or reduce a material increase in our credit risk or loss; or
- a government charge is introduced or varied and it’s not advertised by a government, government agency or representative body.

We may give you notice of any changes by:
- writing to you; or
- advertising in national or local media.

Where we give you notice of a change in writing (or simply want to communicate with you about your Everyday Account), we may do so electronically. This may include providing the notice (or communication) by email or SMS or by making it available to you in online banking. If we provide a notice of a change through online banking, we’ll send you an email letting you know that the notice is available.

If we need to restore or maintain the security of our systems or an Everyday Account immediately, we may change your use and access to our Interactive Service or Visa Debit card without advance notice. This is subject to satisfying applicable legislative requirements.

-change of name and address-

You need to let us know when any of the following changes for you or your Attorney:
- your name;
- email address;
- mobile phone number;
- mailing or residential address; or
- you revoke your Power of Attorney.

We’ll need a certified copy of evidence satisfactory to us for any name change.
Change of Foreign Tax Residency Status

If you believe that there has been a change to your Foreign Tax Residency Status, you need to let us know within 30 days. We may require you to provide additional information, documentation and certification regarding your Foreign Tax Residency Status. If you don’t provide any information we reasonably request by the time we require it, we may seek the information from a third party or close your Everyday Account or place a freeze or stop on your Everyday Account (or delay certain transactions).

Notices and return mail

Unless we send the notice to you electronically, we’ll send notices to your mailing address, except for some confidential information, which we may send to your residential address for security reasons.

If you and a joint account holder have the same mailing address, we will send one notice addressed to all account holders to that mailing address, except for some confidential information, which we may send separately to each account holder’s residential address for security reasons.

If you change your address and don’t tell us, we can still give notice to you by writing to the address last recorded with us. If we receive returned mail because you haven’t advised us of a change of contact details, we may place a stop on your Everyday Account (see “What is a stop, freeze or delay?” on page 49).
9. This is no time for decaf

Other important banking information
- When we may act
- The Banking Code of Practice
- The ePayments Code
- BPAY Scheme
- Privacy and confidentiality
- Australian Financial Services Licensees
- Financial Claims Scheme

This section contains lots of different banking type stuff and it’s important that you’re across it.

When we may act

If we’re obliged to act on a day that’s not a Business Day, we may act on the next Business Day.

The Banking Code of Practice

ING has adopted the Banking Code of Practice as published by the Australian Bankers’ Association. The relevant provisions of the Banking Code of Practice apply to your Everyday Account if you are a “retail client” under the Corporations Act 2001 (Cth).

The ePayments Code

ING will comply with the ePayments Code as it applies to your dealings with ING. This Code applies to electronic transactions on your Everyday Account that are initiated through an Interactive Service or with your Visa Debit card.

BPAY Scheme

ING is a member of the BPAY Scheme. We’ll let you know if this changes.
At ING we recognise that privacy and security of personal information is important to our customers. We respect the confidentiality and security of your personal information and we are committed to protecting it at all times.

We have a general duty under the Privacy Act 1988 (Cth) (including the Australian Privacy Principles set out in that Act) and the Banking Code of Practice to keep information about you confidential except in certain circumstances (for example, where the law requires us to disclose information about you or where you agree to us disclosing your information).

For more information on our commitment to privacy, please see the Privacy Statement on page 60, visit the “Privacy” page on our website at ing.com.au/privacy.

ASIC requires that Australian Financial Services Licensees have adequate Professional Indemnity insurance arrangements in order to compensate retail clients for losses suffered due to a breach.

As an Australian Prudential Regulatory Authority (APRA) regulated entity we are exempt from the ASIC requirement to disclose the compensation arrangements to our customers, as we are bound by the APRA requirements to have adequate insurance arrangements in place.

Under the Financial Claims Scheme administered by APRA, the Australian Federal Government has provided a guarantee of deposits subject to a limit for each account holder.

Information about the Financial Claims Scheme can be obtained from http://www.fcs.gov.au.
This is all about something very important – your privacy, something we respect greatly. It may sound a bit formal, but we have your best interests in mind.

**Privacy Statement**

At ING, we are committed to ensuring the confidentiality and security of your personal information. We are bound by the Privacy Act 1988, including the Australian Privacy Principles (APPs) set out in that Act, to guide us in our responsible handling of your personal information.

By accepting the terms and conditions of your ING account you consent to our collection, handling, use and disclosure of your personal information as described in this Privacy Statement. This Privacy Statement provides an overview of the key aspects of our Privacy Policy. You can also review the ING Privacy Policy on our website or request a copy by either calling or writing to us.

**Collection of your personal information**

Ordinarily, we’ll collect most personal information about you directly from you.

Occasionally we may need to obtain personal information about you from a third party, but only if you’ve consented to us collecting the information in this way or you would reasonably expect us to collect the information about you in this way.

We’ll collect personal information to provide you with information about a financial product or service; to assess your application and eligibility for a financial product or service; to provide you with the financial products and services that you’ve requested; to administer our relationship with you; and to communicate with you about ING and the products and services we offer, and then only when it’s necessary for, or related to, these purposes.

We’ll also need to collect personal information necessary to comply with Australian and global legal or regulatory requirements that have extraterritorial application to ING or the ING Group, including to identify customers under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), determine and report in respect of your Foreign Tax Residency Status.
Use and disclosure of your personal information

The general rule is that we will not use or disclose your personal information other than for the purposes stated at the time of the collection. If we want to use your personal information for another purpose, we will seek further consent from you, unless that other purpose is related to one of the original purposes of collection and you would reasonably expect us to use your personal information for that other purpose.

It may be necessary for ING to disclose your personal information to certain third parties in order to assist us in providing, managing and administering your products or services or for other related purposes. These include:

1. Other financial institutions

Other financial institutions, such as banks, credit unions, building societies and payment services such as VISA, in order to set up and manage your Everyday Account and manage banking transactions and, at their request, to provide an opinion or information about your credit worthiness, credit standing, credit history or credit capacity if you seek credit from them.

2. Other organisations

Other ING Group entities and third parties, such as:

- ING Group entities in order to service other products you may have within the Group and portfolio analysis;
- ING Group entities located in the countries specified on our website for account administration, transactional or security purposes (if those ING Group entities provide services to ING) or to comply with Australian and global regulatory requirements that apply to us or the ING Group;
- government bodies and agencies, such as the Australian Taxation Office, in order to satisfy legal and regulatory requirements;
- any person acting on your behalf including your financial adviser, power of attorney, solicitor or accountant;
- your referee(s);
- your guarantor(s);
- any person who introduces you to us, including mortgage intermediaries, financial advisers and agents;
- organisations undertaking reviews of the integrity of our operations, including the accuracy and completeness of our information;
- any third party product and service supplier that we have an arrangement with (so that either us or they may provide you with the product or service you have requested or in which you have expressed an interest);
- our solicitors, valuers and insurers (for loan products);
- credit reporting or information verification bodies (or their affiliated entities) in order to obtain and provide details about your credit history or status, to verify other information about you including your identity, to carry out your request to correct your credit information or to resolve your complaint about the handling, use or disclosure of your credit information;
- organisations involved in securitisation arrangements. These organisations include trustees of those arrangements, investors and their advisers;
- organisations which perform services or functions on our behalf (including mailing services, document storage services, direct marketing, data verification services, information technology support and printing our standard documents and correspondence);
- organisations undertaking compliance reviews of financial advisers or mortgage intermediaries;
- organisations providing any of trustee, administration, custodial, insurance, broker and share trading and financial planning advice services in relation to superannuation.

Any example used above to indicate when we might disclose personal information may not be limited to those examples (or examples of a similar kind).

Personal information will only be disclosed to third parties other than those listed above if you have consented; if you would reasonably expect us to disclose information of that kind to those third parties; if we are authorised or required to do so by law; or it is necessary to assist with law enforcement.

We may have to send personal information overseas, for example, if required to complete a transaction or where we outsource a function to an overseas contractor. The location of these overseas recipients of personal information, to the extent practicable, will be specified on our website.

Marketing

We, or other ING Group entities, may provide you with further information about ING Group products and services unless you tell us not to.

If you have provided an email address to us and you have an Orange Everyday, we may contact you using that email address, including to provide you with information about ING and the products and services that we and the ING Group offer. You may elect not to receive further information about us or our products and services by contacting us online, calling or writing to us.
We won’t send you this information when you have a Youth Account.

Access to your personal information
You may request access to limited amounts of personal information that we hold about you – such as your address - by calling us on 133 464. For a more detailed request for access to information that we hold about you, you will need to write to the ING Data Protection Officer at GPO Box 4094, Sydney NSW 2001. Please note that requests for access to your personal information may only be made by you and we will require you to verify your identity to our reasonable satisfaction.

Depending on the nature and/or volume of the information that you request, an access charge may apply, but not to your request for access itself.

Updating your personal information
Although we take reasonable steps to ensure that your personal information is accurate, up-to-date, complete, relevant and not misleading, we primarily rely on the accuracy of information that you supply to us. If any of your personal information is incorrect, has changed or requires updating, please assist by either:
- updating your details in online banking (for example, by selecting “Settings” and then selecting “Contact Details”); or
- contacting us by phone with your Client Number ready.

Complaints
ING is committed to resolving your privacy complaint as quickly as possible and has procedures in place to help resolve any problems or complaints efficiently. For more information on how to make a complaint and how complaints will be handled, see our complete Privacy Policy under “Making a privacy complaint”.

Data security
We take steps to protect your personal information from misuse, loss and interference. We also protect it from unauthorised access, modification, disclosure.

If we no longer require your personal information for a purpose, for example, to manage your financial product or provide you with a financial service, then we will take reasonable steps to securely destroy it or permanently remove all identifying features from that information.
Use of internet cookies
ING may use cookies to assist you in accessing information on our websites which is of interest and relevance to you. Cookies are a way of storing information on your computer so you do not have to enter the same data every time you access our sites - for instance, your email address. We may also use cookies to capture general information about how you have found our website, or to track the number of visitors to a site, but we do not store any of your personal details when we do this.

How to contact us
If you have any further questions about privacy at ING please contact us by:
- calling 133 464
- emailing customer.service@ing.com.au
- writing to:
  ING Data Protection Officer
  GPO Box 4094
  Sydney NSW 2001

Our Privacy Statement may be updated from time to time as we strive to improve the standard of service we provide to you.
We believe you’re entitled to efficient, honest and fair treatment in your dealings with us, especially if something goes wrong.

If we can improve our service we welcome your feedback. If you have any issues, suspect an error, or have any concerns about your accounts, we genuinely want to help resolve them.

Please call us straight away on 133 464 or visit ing.com.au/contact-us (when you’re overseas) if you:

- suspect an error on your Everyday Account, including an account statement; or
- you’ve experienced any other problem concerning your Everyday Account or an Interactive Service.

If you need to put your concern or complaint in writing, or we need you to confirm some of the information in writing, please address it to:

ING – Complaints Resolution
GPO Box 4094
Sydney NSW 2001

To help us resolve your concern or complaint it’s important to give us all the information you have, such as:

- **Account information** – your Everyday Account name and number.
- **Contact details** – your phone number (and preferred contact times), or another way to contact you.
- **Detailed information** – what your concern is about and when it happened.
- **Resolution** – how you’d like your concern or complaint to be resolved.

Once we receive everything, we’ll be able to investigate your concern or complaint and work towards a resolution.
Escalating a concern

If we’re unable to resolve your concern or complaint at the first point of contact you can escalate it for further review. Or we may need to escalate complaints that are complex or need a more detailed investigation.

We have a formal process for managing escalated complaints. Once escalated, we’ll keep you informed of its progress. We’ll contact you if we need more information to help with our investigation.

Concerns regarding your Visa Debit card

If you dispute a transaction on your Visa Debit card and have been unable to resolve it with the merchant, we may claim a refund – known as a ‘chargeback’ – from the merchant on your behalf.

Note that we can only claim a chargeback if:
- you press ‘Credit’ in store, or transact online, over the phone or overseas; or
- you set up a recurring payment arrangement with the merchant, and those payments are to be processed via the Visa Scheme as a ‘Credit’ transaction.

BPAY payments made on your Visa Debit card have no chargeback rights.

The process and timeframes for reporting are set out in the Visa Debit Scheme rules. As a guide, these are generally between 45 and 120 days from the transaction date, depending on the transaction type.

Note that it’s important to report any disputed transaction within the required timeframes to ensure we retain the right to claim a chargeback. In certain circumstances where the ePayments Code applies there may be no set time limit for reporting a disputed transaction.

For some disputed transactions on your Visa Debit card we will:
- credit the disputed amount and any charges related to the amount until the complaint is resolved; and
- inform you of that credit.

We’ll let you know if your transaction qualifies when you send through the details.

If you believe a transaction wasn’t authorised or was processed more than once to your Everyday Account, or there was an issue with an ATM transaction, please call our Australia-based Customer Care Specialists straight away on 133 464.
**Concerns regarding BPAY**

If you're concerned that a BPAY payment made from your Everyday Account is unauthorised, you need to give us your written consent (addressed to the biller who received the payment) stating we can obtain:

- information about your Everyday Account with the biller including:
  - the BPAY payment and your customer reference number; and
  - any other information we need to investigate the payment.

If you don't give us your consent, legally the biller doesn't have to give us the information we need to rectify that BPAY payment.

**What we'll do if you have a complaint**

We'll let you know in writing:

- of the outcome of the investigation;
- that we need more time to complete our investigation; or
- we are awaiting further information from you.

We usually provide this information within 21 days of receiving the relevant details of your complaint. However, if we resolve your complaint within 5 business days we won't provide you with this information unless you ask us to do so.

If there are exceptional circumstances where we can't complete the investigation within 45 days, we'll:

- inform you of the reasons for the delay;
- give you monthly updates; and
- let you know when a decision can reasonably be expected, unless we are waiting for a response from you.

**Who else to contact**

In the unlikely event that your complaint cannot be resolved directly with ING, you can lodge a complaint with:

- the Australian Financial Complaints Authority (AFCA).
  
  AFCA can be contacted by:
  
  Online: [www.afca.org.au](http://www.afca.org.au)
  
  Email: [info@afca.org.au](mailto:info@afca.org.au)
  
  Phone: 1800 931 678 (free call)
  
  Mail: Australian Financial Complaints Authority
  
  GPO Box 3 Melbourne VIC 3001

AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Hey, you made it to the end. Well done!
Remember, if you have any questions we’re here to help. You can call us on 133 464, 24 hours a day, 7 days a week.
At your service

Visit
ing.com.au

Call
133 464 – 24 hours a day, 7 days a week

Mail
GPO Box 4094
Sydney NSW 2001