

Straightforward  
fine print  
(you don't see that  
everyday)

**Orange Everyday**

Terms and Conditions

Date: 1 July 2010

**ING**  **DIRECT**

It's your money



Do I  
really  
need  
to read  
this?

Well done, you made it to the first page – only 53 to go. 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.

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1. It's nice to feel welcome

### **A snapshot view of an ING DIRECT Orange Everyday**

- About this booklet
- Features at a glance
- Explaining words in plain English

### **Thank you for considering an ING DIRECT Orange Everyday.**

Before you decide whether an ING DIRECT Orange Everyday will meet your needs, **please read this Terms and Conditions booklet carefully**. It gives you helpful information such as the key features and the Terms and Conditions that apply to the ING DIRECT Orange Everyday.

Some words used in this booklet have special meanings. To make it easier to read, take some time to go through the **"Explaining words in plain English"** on page 8.

If you decide to open an Orange Everyday, please keep this booklet for future reference.

These Terms and Conditions apply to:

- your Orange Everyday; and
- the Interactive Service and Visa Debit Card provided by us to you to use with your Orange Everyday.

For more information visit [ingdirect.com.au](http://ingdirect.com.au)

The information in this Terms and Conditions booklet is up to date as at 1 July 2010.

# Orange Everyday Features at a glance

<p>○ <b>Significant benefits</b></p>	<ul style="list-style-type: none"> <li>• no monthly account keeping fees</li> <li>• no ING DIRECT fees for ATM transactions in Australia</li> <li>• no minimum deposit or balance</li> <li>• unlimited ING DIRECT transactions</li> <li>• Visa Debit Card</li> <li>• free BPAY®, transfers to Australian bank accounts, online bank cheques and online statements</li> <li>• International Transfers</li> <li>• 24 hour, 7 day access to your account</li> </ul>
<p>○ <b>Significant risks</b></p>	<ul style="list-style-type: none"> <li>• ATM operator fees may increase</li> <li>• ATM fee rebates may decrease or be discontinued</li> </ul>
<p>○ <b>Fees and charges</b></p>	<ul style="list-style-type: none"> <li>• no ING DIRECT fees or charges for everyday transactions</li> <li>• refer to our website for the current Orange Everyday fees</li> </ul>
<p>○ <b>Interest rates</b></p>	<ul style="list-style-type: none"> <li>• your Orange Everyday doesn't pay interest</li> </ul>
<p>○ <b>Deposits</b></p>	<ul style="list-style-type: none"> <li>• deposit money into your Orange Everyday any time by direct depositing your salary, cheques and any other income</li> <li>• deposit cash and cheques at Australia Post's Bank@Post™ outlets</li> </ul>
<p>○ <b>Withdrawals</b></p>	<ul style="list-style-type: none"> <li>• withdraw money from your Orange Everyday any time</li> <li>• use BPAY to pay bills</li> <li>• transfer money to Australian bank accounts</li> <li>• use your Visa Debit Card wherever Visa is accepted (including ATMs and EFTPOS)</li> <li>• International Transfers</li> </ul>

<p>○ <b>Statement of account</b></p>	<ul style="list-style-type: none"> <li>• issued every three months (online)</li> </ul>
<p>○ <b>Significant account conditions</b></p>	<ul style="list-style-type: none"> <li>• your Orange Everyday can only be opened in a personal name</li> <li>• no more than two joint account holders</li> <li>• no more than two Orange Everyday accounts per person</li> <li>• only Australian residents for taxation purposes with an Australian residential address may open an Orange Everyday</li> <li>• email address and Australian mobile phone number required</li> <li>• account holders must be 18 years or older</li> <li>• Orange Everyday accounts can only be applied for and opened online</li> </ul>
<p>○ <b>Taxation implications</b></p>	<ul style="list-style-type: none"> <li>• 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.</li> </ul>

**“Access Code”** the password you use to access your Orange Everyday using an Interactive Service and includes your Temporary Access Code.

**“account”** your ING DIRECT Orange Everyday.

**“ATM”** an Automatic Teller Machine belonging to a financial institution that displays the Visa logo.

**“attorney”** a person authorised under a Power of Attorney to act on your behalf.

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

**“business day”** a week day except a national public holiday.

**“Card PIN”** 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 Orange Everyday account(s) electronically.

**“Codes”** your Access Code, Card PIN and any additional Security Code as a result of our enhanced security measures.

**“Client Number”** the number we give you to use with your Access Code in order to use an Interactive Service. We generally only allocate one Client Number, regardless of the number of accounts you hold with ING DIRECT.

**“Direct Associate”** an ING DIRECT customer service representative.

**“EFT Code”** the Electronic Funds Transfer Code of Conduct issued on 1 April 2001 (as amended from time to time).

**“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 EFT 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.

**“enhanced security measure”** is any additional security measure that we may register you for or require you to register for and use when transacting on your account(s). This may include a method that requires additional means of authentication including but not limited to the use of a Security Code.

**“ING DIRECT”** means ING Bank (Australia) Limited (ABN 24 000 893 292) (AFSL 229823) of 140 Sussex Street, Sydney, New South Wales.

**“Interactive Service”** any service where you can access your accounts electronically using a secret code, such as an Access Code and/or personal identifiers. It includes our interactive phone service, mobile banking and the ING DIRECT website.

**“merchant”** whoever supplies you the goods or services where your Visa Debit Card is accepted.

**“Other Bank Accounts”** accounts other people hold with us, or accounts at other financial institutions.

**“Security Code”** an additional code we provide you to conduct certain transactions as a result of our enhanced security measures.

**“security device”** a physical device used as part of our enhanced security measures.

**“Temporary Access Code”** the initial Access Code we give to access your account using an Interactive Service until you select another Access Code.

**“unauthorised transactions”** any transaction on your account using an Interactive Service that’s not authorised by you.

**“us”, “our” and “we”** means ING DIRECT.

**“Visa Debit Card”** the card you use with your Orange Everyday account(s) issued by ING DIRECT.

**“you”** means each person who opens an account, whether on your own or jointly, or an attorney acting on your behalf.

## 2. Open Sesame!

### **What's involved in opening an Orange Everyday?**

- **Eligibility** - this is the first thing you should check as you need to make sure you're eligible to open an Orange Everyday
- **Applying** - you can then complete an online application
- **Verifying** - we then verify your identity
- **Account opens** - we give you the details of your new Orange Everyday and send your Visa Debit Card to you
- **Initial deposit and activation** - making your initial deposit and activating your Visa Debit Card
- **Salary/Regular Deposit** - just add money!

We've tried to make the whole application process as simple and straightforward as possible. So once you've read these Terms and Conditions and decided that an Orange Everyday is right for you, please make sure you provide all the details we need for your application.

If you're not sure of anything, don't hesitate to speak with one of our Direct Associates 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:

- the Orange Everyday is in a personal name, or names, and isn't opened or operated on behalf of a deceased estate, nor for business, trade, superannuation or trustee purposes (check out our website for our business products) and isn't being opened under a Power of Attorney;
- you're an Australian resident for taxation purposes; and
- you're 18 years or older.

### **Who can open and operate an Orange Everyday?**

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

#### **Orange Everyday operated by attorneys**

- if appointing an attorney to an existing Orange Everyday, a Power of Attorney Details Form needs to be completed and supporting documentation provided;
- your attorney must comply with the conditions of your Orange Everyday; and
- you also need to tell us as soon as you revoke your Power of Attorney.

Attorneys are only able to operate on the account by calling a Direct Associate on 133 464 and answering key identity questions or by submitting a written request.

### **What do I have to provide when I apply?**

You need to provide:

- your full name;
- Australian residential address;
- Australian mobile phone number;
- mother's maiden name (mother's original surname/ family name);
- date of birth;
- email address; and
- any other details requested by us, including documents to verify your identity.

## What does verification mean?

We cannot open or allow you to transact on your Orange Everyday until we've verified your identity.

For joint accounts, both account holders need to be verified. Attorneys also need to be verified.

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

## My Orange Everyday is opened!

We'll let you know when this happens and give you the details of your new Orange Everyday. We'll also send your Visa Debit Card to you.

(If this is your second Orange Everyday account, we can link your new Orange Everyday to your existing Visa Debit Card – just ask)

## How do I get the most out of my Orange Everyday?

To make your initial deposit do any one of the following:

- transfer funds from an eligible ING DIRECT account to your new Orange Everyday;
- complete a direct deposit (of any amount) from an external bank account to your new Orange Everyday using the ING DIRECT BSB (923-100) and your new Orange Everyday Account Number (not your Client Number or Visa Debit Card number);
- have your salary deposited to your new Orange Everyday (see section 6); or
- mail an initial deposit by cheque to ING DIRECT, drawn from a bank account, and made payable to yourself or ING DIRECT.

No other transactions can be accepted into your account until it's been activated.

Once we accept your opening deposit, and the funds are cleared, you'll be able to start transacting.

To activate your Visa Debit Card, you need to:

- sign the back of your card; and
- log in at [ingdirect.com.au](http://ingdirect.com.au) and select 'My Account Details' and 'Activate Card'.

## How do I arrange for my Salary/Regular Deposit to go into my Orange Everyday?

All you need to do is give the ING DIRECT BSB (923-100), your new Orange Everyday Account Number (not your Client Number or Visa Debit Card number) and the name of the account holder(s) to:

- your employer; and
- any other person/company/government agency regularly depositing money into your account.

# 3. Money in my pocket please

## **What we pay + tax**

- ATM fee rebates
- Cash Out Bonus
- About interest
- Bonuses, credits or rebates
- Tax implications

It's not everyday a bank will pay you to bank with them. Then again, this is no ordinary account. Here's some information to help clarify what we do and don't pay, and the possible tax or social security implications.

## ○ **ATM fee rebates**

This is how we turn bad news into good news.

When using your Orange Everyday to make cash withdrawals from any ATM in Australia, you may be entitled to an ATM fee rebate if the cash withdrawal is over a particular amount.

We don't charge fees when you use an ATM in Australia, but you may incur ATM operator fees from the ATM operator. These will be debited from your account (see **"ATM fees"** on page 32). We may rebate some or all of these ATM operator fees (for details, please refer to the FAQ section on our website).

ATM fee rebates do not apply to:

- currency exchange fees;
- fees imposed by merchants for EFTPOS transactions; or
- fees for balance inquiries, or for ATM transactions other than eligible cash withdrawals.

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, call us on 133 464.

We may modify, introduce a cap, or discontinue ATM fee rebates at any time.

## ○ **Cash Out Bonus**

Here's some more good news. We may pay a Cash Out Bonus when you withdraw cash as part of an EFTPOS transaction (for details, please refer to the FAQ section on our website).

## ○ **About interest**

Orange Everyday does not pay interest.

## ○ **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 these Terms and Conditions.

If you're eligible for the promotion the appropriate bonuses, credits or rebates will be shown in your statement of account.

Any bonuses, credits or rebates will be available for you to use the day after being credited to your account.

## ○ **Tax implications**

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.

## 4. Money in, money out

### **Transacting on your Orange Everyday**

- 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

Before we give you all the nuts and bolts of the inner workings of your Orange Everyday, 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 Orange Everyday**

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

#### ○ **Joint account holders**

If you open an Orange Everyday jointly with someone else, you authorise us to act on any instruction given by either of you. 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.

Either one of you can close the 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 and your joint account holder must comply with these Terms and Conditions as though the Orange Everyday was held in one name only.

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 Orange Everyday is activated, you can make deposits by:

- transferring money from any of your other eligible ING DIRECT accounts using an Interactive Service (see **"Making deposits using an Interactive Service"** on page 18);
- arranging a direct deposit, e.g. salary payments. To do this you need to provide the ING DIRECT BSB (923-100) and your Orange Everyday 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;
- cheque sent to ING DIRECT (see **"Making deposits by cheque"** below); and
- cash/cheque at Australia Post's Bank@Post (see **"Making deposits at Bank@Post"** below).

We're unable to accept deposits of:

- international drafts, cheques or currency;
- money order;
- traveller's cheque; or
- cash/cheque at an ATM.

Your attorney can transact on your Orange Everyday by calling a Direct Associate, providing your Client Number and answering key identity questions. They cannot access an Interactive Service, change your Access Code or use your Visa Debit Card.

#### ○ **Making deposits using an Interactive Service**

When transferring from an ING DIRECT account to your linked Orange Everyday the money will be available immediately.

#### ○ **Making deposits by cheque sent to ING DIRECT**

Any subsequent cheque deposits after activating your Orange Everyday must be drawn on an Australian financial institution.

They need to be:

- accompanied by a deposit slip and/or your name and Orange Everyday Account Number; and
- made payable to you or ING DIRECT.

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

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 DIRECT), 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; and
- a Bank@Post or ING DIRECT deposit slip.

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 these Terms and Conditions) 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 Orange Everyday, that money cannot be used or withdrawn until we've cleared the cheque and the money becomes 'cleared funds'. This usually takes three to five business days, or seven 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 Orange Everyday for the amount of that cheque, plus any bonuses and rebates relating to that cheque.



## **Making withdrawals**

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

Your attorney can transact on your Orange Everyday by calling a Direct Associate, providing your Client Number and answering key identity questions. They cannot access an Interactive Service, change your Access Code or use your Visa Debit Card.

#### ○ **Scheduled withdrawals**

Scheduled withdrawals to a bank account or by BPAY can only be made if there are sufficient cleared funds in your Orange Everyday. These cleared funds need to be in your 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 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 Orange Everyday to Other Bank Accounts by logging in at the ING DIRECT website.

To make withdrawals using our Interactive Service you need details of the bank account you're paying, such as:

- the BSB and account number; and
- the account holder's name(s).

For withdrawal limits to Other Bank Accounts, please refer to the FAQ section on our website.

Take great care when entering the account details. ING DIRECT does not verify or validate the BSB, account number or account

name, and we're unable to recover funds transferred to Other Bank Accounts.

### **Processing times**

If a withdrawal to the Other Bank Account is made before the cut-off time on a business day (for cut-off times, please refer to the FAQ section on our website), the funds are generally transferred to the Other Bank Account on the next 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 second business day after the withdrawal is made.

### **○ Making withdrawals by direct debit**

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

If you don't have sufficient cleared funds in your Orange Everyday for a direct debit it will 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 Orange Everyday 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 Card PIN;
- sign the transaction receipt; and/or
- provide a particular form of identification.

### **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.

For Visa Debit Card withdrawal limits, please refer to the FAQ section on our website.

### **Authorisation**

The merchant may seek authorisation if you:

- select the 'credit' button when you use your Visa Debit Card to make purchases; or
- you use the 16 digit card number to pay for goods or services.

This is to establish there are sufficient funds in the 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 petrol stations. The transaction may take some weeks to be processed and debited to your account.

### **Authorisation and available funds**

Once the authorisation is obtained, it will reduce the amount of available funds in the account.

If the purchase or other transaction is not completed, the amount of available funds may continue to be reduced for up to five business days after the authorisation.

Consequently, you may find you have no, or reduced available funds in your account.

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

If this happens, make sure the merchant cancels the original authorisation. Otherwise your available funds could be reduced by the sum of the two authorised amounts.

### **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 must be resolved directly with the merchant concerned.

### **Foreign currency transactions**

When you use your Visa Debit Card to make a foreign currency transaction on your Orange Everyday, 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.

For current fees that apply to foreign currency transactions and foreign transactions on your Visa Debit Card, please refer to our website.

### **Warning**

Your Visa Debit Card must not be used for any unlawful purpose, including buying goods or services prohibited by Australian law.

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.

### **○ Making recurring payments**

You can nominate your Orange Everyday to be used for recurring payments from merchants and billing organisations. Depending on the merchant or biller, you may provide the ING DIRECT BSB 923-100 and your Orange Everyday account number or your Visa Debit Card number and expiry date.

If you don't have sufficient cleared funds in your Orange Everyday 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 account or any of your 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 Orange Everyday 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 Orange Everyday for any BPAY payments.

We may impose limits on payments made via BPAY (for details, please refer to the FAQ section on our website).

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 refer to 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 public or bank 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 call us and we will attempt to recover the mistaken amount from the biller.

Make sure you check your Orange 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 Orange 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 Orange 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 must be resolved directly with the biller concerned.

### ○ Making withdrawals by bank cheque

You can withdraw cleared funds in your Orange Everyday with a bank cheque by logging in at the ING DIRECT website.

Bank cheques can be made payable to yourself or another person.

For bank cheque withdrawal limits, please refer to the FAQ section on our website.

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 Orange Everyday

#### *We don't provide credit*

As we don't provide any credit on your Orange Everyday, you mustn't withdraw any amount greater than the available balance of your Orange Everyday.

You need to be aware that Visa Debit Card and direct debit transactions may overdraw your account.

#### *What may happen if your account is overdrawn*

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 on our website;
- you must repay your debt to us and pay any accrued interest on that debt immediately; and
- you must return the account to a positive balance.

Interest charges for overdrawn balances accrue daily and are debited to your 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 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.

### ***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 combine your accounts***

If we combine accounts, we'll comply with any applicable requirements of the Code of Operation for Centrelink Direct Credit Payments.

We will inform you promptly after exercising our right to combine your accounts.



## ***Statement of account***

We'll issue you with a statement of account every three months, including the three month period in which your account is closed.

Your statements will be provided and be available to you online for up to seven years from the statement date (including after you've closed your account). You can access these by logging in at the ING DIRECT website.

Alternatively, if you want a copy of a particular statement you may call us.

Each statement will record all transactions on your Orange Everyday 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 50).

## **Canceling or changing instructions**

You should contact one of our Direct Associates 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 Orange Everyday.

Here are some specific instructions for different services.

### ***Withdrawals using an Interactive Service***

You cannot stop or suspend a withdrawal from your Orange Everyday 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 account, using an Interactive Service, may be stopped or suspended. However, this will depend on 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 Orange Everyday by calling us on 133 464, 24 hours a day, 7 days a week. 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 Orange 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 Orange Everyday by:

- logging in at the ING DIRECT 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 Orange Everyday 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 DIRECT.

You may select an Access Code during the application process or we'll give you a Temporary Access Code. You must select a Card PIN during the application process.

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 Orange Everyday by phoning a Direct Associate, providing your Client Number and answering some key identity questions.

For joint accounts each account holder:

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

### **○ Transactions via an Interactive Service**

You can:

- change your Access Code;
- enquire about your Orange Everyday balance;
- make a payment to your other ING DIRECT accounts;
- get details of your last ten transactions; and
- make a BPAY payment to certain billers.

Using the ING DIRECT website you can also:

- get details of all transactions on your Orange Everyday (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 DIRECT 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 Direct Associate, 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 Orange Everyday transactions by logging in at [ingdirect.com.au](http://ingdirect.com.au) and selecting "My Finances".

#### **○ 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 Orange Everyday we'll:

- notify you of the difference as soon as possible; and
- advise you of the actual amount credited to your Orange Everyday.

If this occurs, the amount we've recorded as received into your Orange Everyday is conclusive evidence of the amount actually received into your 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 Orange Everyday via an Interactive Service, we'll give you a receipt to confirm your transaction, in accordance with the EFT 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 Direct Associate or using our interactive phone service, we'll give you a verbal receipt, 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 50).

#### **○ 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 these Terms and Conditions. You are responsible for ensuring that you or your attorney provide 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 Orange Everyday by calling a Direct Associate.

The Interactive Service and Visa Debit Card belong to ING DIRECT. 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.

#### **○ 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 Visa Debit Card to you at any time.

To request a replacement card, you can call us. There may be a fee for this.



## **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 Direct Associates.

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 DIRECT 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 Direct Associates to discuss alternative options.

○ **Keeping your Codes, Visa Debit Card and security device secure**

It's important to take all reasonable precautions 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 Card 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;
- indicate your Card PIN on your Visa Debit Card, even if it's disguised;
- keep a record of your Card PIN (without making a reasonable attempt to protect the security of the Card PIN) in or on anything you usually carry with the card, as it could be lost or stolen at the same time as the Visa Debit Card;
- be careless about protecting the security of the Card PIN; or
- let anyone else see you entering your Card PIN at an ATM or EFTPOS terminal.

You must:

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

Your Card PIN will be automatically de-activated after three unsuccessful attempts to enter your Card PIN. If this happens, we can re-activate your Card PIN or send you a reminder of your Card PIN, as long as the Visa Debit Card is in your possession.

As soon as you realise or suspect anyone else knows any of your Codes, or your Visa Debit Card or security device is lost, stolen or used without your permission, contact us immediately by calling one of our Direct Associates, available 24 hours a day, 7 days a week on 133 464. We'll give you reference details to confirm you've alerted us to the situation.

If you realise or suspect anyone else knows your Access Code or Card PIN we'll ask you to select a new Access Code or Card PIN using our interactive phone service (new Card PINs require us to send you a new Visa Debit Card). If you don't select a new Access Code or Card PIN when asked, a stop will be placed on your Orange Everyday until you do so.

If we know or suspect that anyone else knows any of your Codes, we may place a stop on your Orange Everyday. In that event, you can contact us for a new Access Code or Card PIN and have the stop removed.

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 service becoming available again.

## 5. No everyday fees, no worries

### ○ Fees and charges

They say there's no such thing as a free lunch, but at least you don't have to pay ING DIRECT for everyday transactions on Orange Everyday.

While everyday transactions do not have a fee, due to the costs we incur, there are times when we need to charge (and you must pay) a fee for a not-so-everyday transaction. For a current list of not-so-everyday transactions that may attract Orange Everyday fees and Charges, please refer to the Fees and Charges brochure on our website or you can ask for a copy by calling us on 133 464, we're available 24 hours a day, 7 days a week.

Any fees and charges payable will be debited to your account.

#### ○ ATM fees

ING DIRECT does not charge you at all for accessing your Orange Everyday 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 account.

We may rebate some or all of these ATM operator fees (see "ATM fee rebates" on page 14).

We may charge you for accessing an ATM overseas and any fees incurred are excluded from ATM fee rebates (for details, please refer to our website).

#### ○ Government Charges

All government charges will be debited from your Orange Everyday.

At the date of this Terms and Conditions booklet there are no government charges associated with the Orange Everyday. However, the government may introduce charges in the future.

For details of any current government charges visit [ingdirect.com.au](http://ingdirect.com.au).

## 6. Who's responsible?

### Who's liable for unauthorised transactions?

- Liability in relation to the use of our Interactive Service, Visa Debit Card with a Card PIN or BPAY
- Liability when using a Visa Debit Card without a Card PIN
- Liability for BPAY 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 Orange Everyday 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, Visa Debit Card with a Card PIN or BPAY

#### ○ When you're not liable

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

- relate to any of your Codes or Visa Debit Cards that are forged, faulty, expired or cancelled;
- arise from transactions made through our Interactive Service or Visa Debit Card that require your Codes, before you've received new or reissued Codes 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 Orange Everyday by us;
- result from an unauthorised transaction that occurs after you've notified us that the security of your Codes has been breached or your Visa Debit Card or security device has been lost, stolen or used without your permission; or
- result from an unauthorised transaction if it's clear you haven't contributed to the losses.

#### ○ **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 your 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 security device has been lost, stolen or used without your permission; or
- the balance of the Orange Everyday from which value was transferred in the unauthorised transaction.

#### ○ **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 voluntarily disclosing your Codes to anyone, including a family member, friend or your attorney;
- by keeping a record of some or all of your Codes and/ or Visa Debit Card without making a reasonable attempt to protect the security of that record(s) on one or several articles, so that the Codes may be lost or stolen;
- by indicating your Card PIN on your Visa Debit Card, or both on the same article;
- by using your birth date or an alphabetic code which is a recognisable part of your name as your Access Code or Card PIN; or
- by acting with extreme carelessness in failing to protect the security of your Codes, Visa Debit Card or security device in any other way,

you're liable for the actual losses which occur before we're notified that the security of your Codes had been breached, except for:

- that part of the total losses incurred on an Orange Everyday which is more than the balance of the account;
- losses incurred on any accounts which we have not agreed with you could be accessed using an Interactive Service or Visa Debit Card;
- that portion of the losses incurred on any one day which exceeds the applicable daily transaction limit(s);
- that portion of the losses incurred in a period which exceeds any other applicable transaction limit(s) period;
- losses incurred as a result of conduct that we expressly authorised you to engage in; or
- losses incurred as a result of you disclosing, recording or storing your Codes in a way that is required or recommended by us for the purposes of you using an account access service implied or expressly promoted, endorsed or authorised by us.

#### ○ **Warning: Account Aggregation Services**

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 they make 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 of any of these events; and
  - the time we are actually notified of the relevant event,
- except for:

- that part of the total losses incurred on an Orange Everyday which is more than the balance of the account; and
- all losses incurred on any Orange Everyday that we had not agreed with you could be accessed using an Interactive Service.

### ○ **Liability caused by equipment malfunctions**

We're responsible to you for any loss if an EFT institution's equipment has accepted your transaction but fails 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 Orange Everyday; 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 re-supplying the service.

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 these Terms and Conditions.

### ○ **Liability when using a Visa Debit Card without a Card PIN**

For transactions that don't need a Card 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 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 made from your Orange Everyday not in accordance with your instructions, or it's unauthorised we'll credit your account for the amount of the payment.

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.



## 7. Putting the brakes on

### **Placing a stop or freeze on your Orange Everyday and/or closing it**

- We may place a stop or freeze on your Orange Everyday
- How your Orange Everyday may be closed
- Suspension of the Interactive Service

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

A 'stop' means you can't make withdrawals. A 'freeze' means you can't make deposits or withdrawals.

### **We may place a stop or freeze on your Orange Everyday if:**

- you don't provide additional information to verify your identity as requested by us;
- you don't select a new Access Code or Card PIN when asked to do so (see "**Your security and Codes**" on page 29);
- 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 29);
- we've received returned mail because you haven't given us a change of contact details (see "**Notices and return mail**" on page 43);

- you haven't made a withdrawal from, or deposit to, your Orange Everyday for twelve months or more;
- you have not conducted your account in a satisfactory manner to us or for any other reason we reasonably consider appropriate;
- 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 by law; or
- you pass away.

You won't be able to use your Visa Debit Card, access or transact on your Orange Everyday until the stop or freeze is lifted. Just call a Direct Associate and they'll tell you how the stop or freeze can be lifted.

### **How your Orange Everyday may be closed**

- **You may close your account at any time by calling a Direct Associate and requesting that the account be closed.**

In the case of joint accounts we need instructions from you or your joint account holder before closing the Orange Everyday. 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 Orange Everyday by giving you seven days notice.

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

- we cannot verify your identity;
- we suspect fraudulent activity or a breach of law;
- you haven't activated your account;
- you haven't made a withdrawal from, or deposit to, your Orange Everyday after a minimum of six months; or
- your Orange Everyday is overdrawn for more than 60 days and the amount remains unpaid.

Before the Orange Everyday 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 Orange Everyday is closed.

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

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

- cut your and/or their Visa Debit Card in half 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 debit.

On the date your Orange Everyday 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 Orange Everyday 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 Orange Everyday is closed these Terms and Conditions will continue to apply and be relevant to our relationship with you. For example, they will apply if you afterwards:

- 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.

## **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 Orange Everyday by calling us on 133 464 and speaking to a Direct Associate.

## 8. Things change

### **Change to conditions**

- We may change these conditions
- We'll give you notice of any changes
- Change of name and address
- Notices and return mail

Change is inevitable, whether it's a change in your life, the weather, fees or the law. If there are changes to your Orange Everyday, 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 Terms and Conditions for the ING DIRECT Orange Everyday account (including your ING DIRECT Orange Everyday account) for one or more of the following reasons:

- 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 Orange Everyday account; or
- to make them clearer.

If you are unhappy with any change we make, you may close your account (see **"How your Orange Everyday may be closed"** page 39).



## ***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 Orange Everyday;
- 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 Orange Everyday; or
- modifies, introduces a cap or discontinues the ATM fee rebate.

We will give you notice of other changes by:

- writing to you;
- advertising in a national or local newspaper; or
- giving you notice in another manner allowed by law.

If 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 by:

- writing to you; or
- advertising in a national newspaper.

Where we give you notice in writing, we may do so electronically.

If we need to restore or maintain the security of our systems or an Orange Everyday 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.



## ***Notices and return mail***

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 Orange Everyday (see **"We may place a stop or freeze on your Orange Everyday"** page 38).

# 9. This is no time for decaf

## **Other important banking information**

- When we may act
- The Code of Banking Practice
- The EFT 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 Code of Banking Practice**

ING DIRECT has adopted the Code of Banking Practice as published by the Australian Bankers' Association on 1 August 2003 and modified in May 2004. The relevant provisions of this Code apply to your Orange Everyday if you are a "retail client" under the Corporations Act. Generally this means the Code will apply to you.

In addition to these Terms and Conditions, general descriptive information about our services and procedures is available on request. This information sets out our Orange Everyday opening procedures, obligations regarding the confidentiality of your information, complaint handling procedures, bank cheques, the advisability of informing us promptly when you are in financial difficulty and the advisability of reading these Terms and Conditions applying to your Orange Everyday.

If you would like a copy of this information, please go to the "Legal" section of our website for a copy of the booklet titled "General Information on the Code of Banking Practice".

## **The EFT Code**

ING DIRECT warrants to comply with the EFT Code as it applies to your dealings with ING DIRECT. This Code applies to electronic transactions on your Orange Everyday that are initiated through an Interactive Service or the Visa Debit Card with Card PIN.

## **BPAY Scheme**

ING DIRECT is a member of the BPAY scheme. We'll let you know if this changes.

## **Privacy and confidentiality**

At ING DIRECT 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 and the Code of Banking 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 47, visit the "Privacy" page on our website or ask us for a copy of the booklet "General Information on the Code of Banking Practice".

## **Australian Financial Services Licensees**

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.

## **Financial Claims Scheme**

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 the APRA website at [www.apra.gov.au](http://www.apra.gov.au) or by calling the APRA hotline on 1300 13 10 60.

10. Do not disturb

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 DIRECT, we are committed to ensuring the confidentiality and security of your personal information. We are bound by the Privacy Act and the National Privacy Principles (NPPs) regulated by the Federal Privacy Commissioner to guide us in our responsible handling of personal information.

The ING DIRECT Privacy Statement provides an overview of the key aspects of our Privacy Policy in relation to your personal information including:

### **Collection of your personal information from you or other sources**

ING DIRECT only collects such personal information as is necessary to manage your account(s) and to communicate with you about ING DIRECT and the products and services we offer. We also collect any personal information necessary for the purposes of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.

By agreeing to the Terms and Conditions of your account, you consent to our use and disclosure of your personal information as outlined in this Privacy Statement.

### **Use and disclosure of your personal information**

There may be occasions where we need to disclose your personal information to:

#### i. Other financial institutions

Other financial institutions, such as banks, credit unions, building societies, and BPAY, in order to set up and manage your account and manage banking transactions.

#### ii. Other organisations

Other ING Group entities and third parties, such as:  
– ING Group companies in order to service other ING products

- you may have within the Group and portfolio analysis;
- ING Group entities located overseas for account administration and security purposes;
  - ING Group entities for marketing purposes;
  - Organisations undertaking reviews of the accuracy and completeness of our information;
  - Authorised organisations providing confidential mailing services, maintenance of our information technology systems, and printing of our standard documents and correspondence;
  - Organisations providing analysis and research to ING DIRECT regarding our products, services and customer relationships;
  - Our solicitors, valuers and insurers for our loan products; and
  - Credit reporting or information verification agencies in order to obtain and provide details of credit history or status or to verify other information about you including your identity.

We only disclose personal information to such organisations for the provision of the specified services.

Personal information will only be disclosed to other third parties if; we are permitted, authorised or required to do so by law, you have authorised us to do so, or it is necessary to assist with law enforcement.

#### ○ **Access to your personal information**

You may request access to the personal information that we hold about you, your account(s) and any other ING DIRECT products or services by contacting us directly on 133 464 or by writing to the ING DIRECT Privacy Officer at GPO Box 4094, Sydney NSW 2001. Requests for access to your personal information may only be made by you.

#### ○ **Receipt of further ING Group information**

We, or other ING Group entities, may provide you with further information about ING products and services.

If you have provided an email address to us, we may contact you using that email address, including to provide you with information about ING DIRECT or our products. You may elect not to receive further information about us or ING DIRECT, or ING products by contacting us online, calling or writing to us.

#### ○ **Updating your personal information**

ING DIRECT relies 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 the “My Personal Details” section found in your menu selection after you log in; or
- contacting us by phone with your Client Number ready.

#### ○ **Use of internet cookies**

ING DIRECT, like most major websites, use cookies to record aggregated statistics on the number and source of visitors to our website. Cookies are files that web servers place on a user's computer and are designed to store basic information such as how you found our website. We never store any personal customer information in cookies.

Our Privacy Statement may be updated from time to time as we strive to improve the standard of service we provide to you.

If you would like further information regarding privacy, you can review the ING DIRECT Privacy Policy online at our website or request a copy by either calling or writing to us.

This Privacy Statement applies to ING DIRECT.

# 11. R.E.S.P.E.C.T

## **We welcome feedback and resolving concerns**

- What to do if you have a concern
- Details of what we'll do
- Who else to contact

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.

## **○ | What to do if you have a concern**

Contact us straight away by calling 133 464 or +61 2 9028 4077 (when you're overseas) if you:

- suspect an error on your Orange Everyday, including an account statement; or
- you've experienced any other problem concerning your Orange Everyday 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 DIRECT – Complaints Resolution  
GPO Box 2682  
Sydney NSW 2001

### **○ Details of your concern**

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

Account information – your 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, we may claim a refund from the merchant's bank on your behalf. This is known as 'charge back'. The process we follow and the timeframes involved, are set out in the rules of the Visa Debit Scheme.

Depending on the type of transaction, these time limits are generally between 45 and 120 days from the transaction date.

It's important to report any disputed transaction within the required timeframes, otherwise we may lose the right to claim a charge back.

BPAY payments using your Visa Debit Card have no charge back rights.

If you believe a transaction wasn't authorised, or processed more than once to your Orange Everyday account, let us know immediately.

In certain circumstances, where the Electronic Funds Transfer Code of Conduct applies, there may be no set time limit for reporting a disputed transaction.

### **○ Concerns regarding BPAY**

If you're concerned that a BPAY payment made from your 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 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.



## ***Details of what we'll do***

Within 21 days (or within the time limit specified in the rules of the Visa Debit Card Scheme) of receiving the relevant details of your complaint we'll let you know in writing:

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

If there are exceptional circumstances where we can't complete the investigation within 45 days (or within the time limit specified in the rules of the Visa Debit Card Scheme), 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.

Once we've completed our investigation we'll confirm the outcome and the reasons for that outcome.

For concerns regarding the Visa Debit Card, we'll:

- credit the disputed amount and any charges related to that amount until the complaint is resolved;
- and inform you of that credit.



## ***Who else to contact***

In the unlikely event that your complaint cannot be resolved directly with ING DIRECT you can seek assistance from the Financial Ombudsman Service (FOS). The FOS provides a free and independent dispute resolution service. You can contact them by:

- calling 1300 780 808;
- going to [fos.org.au](http://fos.org.au);
- faxing 03 9613 6399; or
- writing to:

Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001

**Hey, you made it to the end. Well done!**

**Just in case you want to make any notes, or jot down some questions – here are a couple of blank pages.**





**Visit**  
our website at  
[ingdirect.com.au](http://ingdirect.com.au)



**Mail us (no stamp required) at:**  
**ING DIRECT**  
**Reply Paid 2682**  
**Sydney NSW 2001**



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

ING DIRECT will always aim to use environmental paper as part of our commitment to support the preservation of Australian wildlife and environment



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**ING DIRECT**  
It's your money