

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

Orange Everyday  
Terms and Conditions  
Date: 30 April 2017

# Do I really need to read this?

Well done, you made it to the first page – only 57 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.

The Terms and Conditions that apply to your ING DIRECT Orange Everyday are made up of this Terms and Conditions booklet and the ING DIRECT Orange Everyday Fees and Limits Schedule. Before deciding whether an ING DIRECT Orange Everyday will meet your needs, please read the Terms and Conditions carefully.

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 8.

If you decide to open an Orange Everyday, please keep this booklet and a copy of the Fees and Limits Schedule for future reference.

The Terms and Conditions apply to:

- your Orange Everyday; and
- the Interactive Services 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 30 April 2017.

## Orange Everyday features at a glance

Significant benefits	<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>■ 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>
Significant risks	<ul style="list-style-type: none"><li>■ ATM operators may charge fees and these may increase</li><li>■ ATM fee rebates may decrease or be discontinued</li></ul>
Fees and limits	<ul style="list-style-type: none"><li>■ see the Fees and Limits Schedule for current details</li></ul>
Interest rates	<ul style="list-style-type: none"><li>■ your Orange Everyday doesn't pay interest</li></ul>
Deposits	<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>
Withdrawals	<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>

Statement of account	<ul style="list-style-type: none"> <li>■ issued every three months (online)</li> </ul>
Significant account conditions	<ul style="list-style-type: none"> <li>■ our 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 available if you are an Australian resident for taxation purposes with an Australian residential address and have provided ING DIRECT with all of the information we require to determine your Foreign Tax Residency Status</li> <li>■ email address and Australian mobile phone number required</li> <li>■ account holders must be 18 years or older</li> </ul>
Taxation implications	<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>

## Explaining words in plain English

**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.

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

**Business day** a week day except a national public holiday.

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

**Codes** your Access Code, PIN and any additional security code as a result of our enhanced security measures.

**Code security requirements** the code security requirements described under “Keeping your codes, Visa Debit card and security device secure” on page 31.

**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.

**CRS** refers to the global standard for the collection, reporting and exchange of financial account information of foreign tax residents, which is incorporated into Australian law in Schedule 1 of the *Tax Administration Act 1953* (Cth).

**Customer care specialist** an ING DIRECT customer service representative.

**EFT institution's equipment** 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.

**Enhanced security measure** 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.

**ePayments code** issued by the Australian Securities and Investments Commission in September 2011 (as amended from time to time) which regulates consumer electronic payments.

**FATCA** refers to 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 (the *HIRE Act*).



**Fees and Limits Schedule** the ING DIRECT Orange Everyday Fees and Limits Schedule specifying fees, and limits that apply to the account.

**Foreign Tax Residency Status** refers to your status as a resident of a foreign country for tax purposes, in light of ING DIRECT's obligations under CRS and FATCA.

**Identifier** information that you know but are not required to keep secret and which you must provide to perform a transaction (for example, an account number).

**ING DIRECT** ING Bank (Australia) Limited (ABN 24 000 893 292) (AFSL 229823) Australian Credit Licence 229823.

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

**International Transaction** means a transaction described as such under "International Transactions on your Visa Debit card" on page 22.

**Merchant** whoever accepts your Visa Debit card in payment for the supply of goods or services.

**Mistaken internet payment** is a withdrawal to one or more other bank accounts (see "Making withdrawals to Other Bank Accounts" on page 19), where funds are paid into an account of an unintended recipient because you enter or select a bank/state/branch (BSB) number – and/or 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.

**Other bank accounts** accounts other people hold with us, or accounts at other financial institutions.

**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 electronically.

**Security codes** an additional code that we provide you with (which may be sent by SMS) to help you better protect your account when conducting certain transactions.

**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** ING DIRECT.

**Visa Debit card** the card you use with your Orange Everyday issued by ING DIRECT.

**Visa payWave** 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** 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 application
- **Verifying** - we check 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** - make your initial deposit and activate 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 an Orange Everyday is right for you, please make sure that 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 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:

- 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, with an Australian residential address and you have provided ING DIRECT with all of the information we require to determine your Foreign Tax Residency Status; and
- you're 18 years or older.

#### ■ Who can open and operate a 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 our Customer Care Specialists 24/7 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;
- information that we require in order to determine your Foreign Tax Residency Status; and
- any other details requested by us, including documents and information to verify your identity and source of funds.

## **■ What does verification mean?**

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

For joint accounts, both account holders need to be verified, as do attorneys.

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.

## **■ Foreign Tax Residency Status**

We are required by law to collect certain information about you in order to determine your Foreign Tax Residency Status

and, where required, report that information, as well as information about any account you hold, to the Australian Taxation Office. The Australian Taxation Office is required to 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, 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 seek the information from a third party or place a stop on your Orange Everyday.

Any determination made by ING DIRECT regarding your Foreign Tax Residency Status does not constitute tax advice.

### ■ **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, we can link your new Orange Everyday to your existing Visa Debit card – just ask).

### ■ **How do I make an initial deposit and activate my Visa Debit card?**

You can do any of the following to make an initial deposit:

- 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 below); 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 made on your account until we accept your initial deposit and the funds have been cleared.

To activate your Visa Debit card, please sign the back of your card, then:

- log in at [ingdirect.com.au](http://ingdirect.com.au)
- select the “Settings” tab under the “Account” section, select “Card Management” and follow the steps to activate your card.

You can also activate your card by following the prompts in mobile banking when you select your Orange Everyday account.

### ■ **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(s) 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
- Social security and tax implications

## ATM fee rebates

We don't charge fees when you use an ATM in Australia to make cash withdrawals, but you may incur ATM operator fees from the ATM operator. These will be debited from your account (see "ATM fees" on page 34).

We may rebate some or all of these ATM operator fees in some circumstances, including if you or your joint account holder has a home loan with us (for details, please see the Fees and Limits Schedule).

ATM fee rebates do not apply to:

- currency exchange fees; or
- fees imposed by merchants for purchase or cash out transactions.

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 Australia-based Customer Care Specialists on 133 464.

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

## 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 Fees and Limits Schedule).

## About interest

The Orange Everyday does not pay interest.

However, if you hold one of our interest bearing personal savings accounts, you can link it to your Orange Everyday 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 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.

Should 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 we may place a stop or freeze on your account. We may also refuse to honour the bonus, credit or rebate or reclaim any benefit provided to you.

## Social security and 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 using Bank@Post” below).

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 Orange Everyday 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 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 Number; and
- made payable to you or ING DIRECT.

We will not accept cheques originally made out to anyone 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. 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.

To help better protect your account, we may ask you to enter a security code when carrying out certain transactions.

Your attorney can transact on your Orange Everyday 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.

### ■ 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 see the Fees and Limits Schedule.

Take great care when entering the account details. ING DIRECT does not verify or validate the BSB, account number or account name, and may not be able to recover

funds transferred to Other Bank Accounts (see “Mistaken Internet Payments” on page 39).

### ■ **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 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.

### ■ **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 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 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 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 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 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 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 parking 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 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 account. For the current International Transaction fee, please see the 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.

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 41).

### **■ Making recurring payments**

You can nominate your Orange Everyday to be used for recurring payments to 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.

For limits that apply to payments made via BPAY, please see the 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 Orange Everyday 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; 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 (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 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 see the 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 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 in the Fees and Limits Schedule;

- 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 overdrawn**

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 overdrawn, 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 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

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. 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 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 56).

## 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 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 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 Orange Everyday 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 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 , 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 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 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 most recent 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 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 Orange Everyday transactions by:

- logging in at [ingdirect.com.au](http://ingdirect.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 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 will be presumed to be the amount that is 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 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 56).

## ■ 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 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 Orange Everyday by calling a Customer Care Specialist.

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 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 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 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 the address on the back page of these Terms and Conditions. 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 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 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 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.

# 5. Fees explained

## Fees

For a current list of transactions that may attract Orange Everyday fees, please see the 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 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, see the Fees and Limits Schedule).

### ■ 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 or Visa Debit card with a PIN
- Liability when using a Visa Debit card without a PIN
- 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 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 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 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;

- result from an unauthorised transaction if it's clear you haven't contributed to the losses; or
- result from an unauthorised transaction that can be made using an Identifier without a Visa Debit card, code or security device.

### ■ 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 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 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 for that day or period, and you will not be liable for loss in excess of your Orange Everyday 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 Orange Everyday.

## ■ 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 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 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 Orange Everyday otherwise than in accordance with your instructions, we'll credit your 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 Terms and Conditions.

## 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 19) 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 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 must 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 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 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 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 Orange Everyday and/or closing it

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

Sometimes we need to put a stop or freeze on your account, or place a hold on or cancel your card. 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.

## Your Orange Everyday

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 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 31);
- 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 31);
- we've received returned mail because you haven't given us a change of contact details (see "Notices and return mail" on page 47);
- you haven't made a withdrawal from, or deposit to, your Orange Everyday for six 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;
- 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 pass away; 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 Orange Everyday 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:

- 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 Orange Everyday may be closed

- **You may close your account at any time by calling a Customer Care Specialist 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 or source of funds;
- we are unable to determine your Foreign Tax Residency Status in accordance with our obligations under the law;
- 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 Orange Everyday after a minimum of six months;
- your Orange Everyday 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; or
- you have not conducted your account in a manner satisfactory to us and we reasonably consider that it is appropriate to close the account.

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 (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 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 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.

## Supension 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 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
- Notices and return mail

Change is inevitable, whether it's a change in your life, the weather, interest rates 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 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 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 42).

## 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;
- no later than the day on which the relevant change takes effect.

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 of a change in writing (or simply want to communicate with you about your 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 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.

## 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 place a stop on your Orange Everyday.

## 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 Orange Everyday (see "We may place a stop or freeze on your Orange Everyday" page 41).

## 9. This is no time for decaf

### Other important banking information

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

ING DIRECT has adopted the Code of Banking Practice as published by the Australian Bankers' Association. 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 on our website for a copy of the booklet titled "General Information on the Code of Banking Practice".



## The ePayments Code

ING DIRECT warrants to comply with the ePayments 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 with your Visa Debit card.

## 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 51, 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 <http://www.fcs.gov.au>.

# 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 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 DIRECT 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 DIRECT 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 DIRECT 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 DIRECT or the ING Group, including to identify customers under the *Anti-Money Laundering and Counter-Terrorism Financing*

Act 2006, determine and report in respect of your Foreign Tax Residency Status under FATCA and CRS, and to satisfy responsible lending obligations under the *National Consumer Credit Protection Act 2009*.

If you don't provide the personal information that we request, we will generally not be able to provide you with ING DIRECT products or services.

## ■ 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 DIRECT 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 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 DIRECT) 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 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, we may contact you using that email address, including to provide you with information about ING DIRECT 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.

### ■ 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 DIRECT Privacy 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 DIRECT 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 DIRECT 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 DIRECT please contact us by:

- calling 133 464
- emailing [customer.service@ingdirect.com.au](mailto:customer.service@ingdirect.com.au)
- writing to:

ING DIRECT Privacy 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.

# 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

Please call us straight away on 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 4094  
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 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, and that 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 Orange Everyday, 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 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.

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

Within 21 days 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, 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.

## 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 Australia (FOS Australia). FOS Australia provides a free and independent dispute resolution service. You can contact them by:

- calling 1800 367 287;
- going to [fos.org.au](https://www.fos.org.au);
- faxing 03 9613 6399; or
- writing to:  
Financial Ombudsman Service Australia  
GPO Box 3  
Melbourne VIC 3001

**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

[ingdirect.com.au](http://ingdirect.com.au)



## Call

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



## Mail

GPO Box 4094  
Sydney NSW 2001



**ING DIRECT**  
How banking can be

**For the curious:** Information in this booklet is current as at the time of printing and is subject to change. Products and this Terms and Conditions booklet are issued by ING DIRECT, a division of ING Bank (Australia) Limited ABN 24 000 893 292, AFSL 229823, Australian Credit Licence 229823. ING DIRECT is a Registered Trademark of ING Group N.V. BPAY® is a Registered Trademark of BPAY Pty Ltd ABN 69 079 137 518. INGD OE00014 05/17