

## CONCISE STATEMENT

FEDERAL COURT OF AUSTRALIA  
DISTRICT REGISTRY: QUEENSLAND  
DIVISION: GENERAL

NO OF 2019

IN THE MATTER OF AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

ACN: 005 357 522

## AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Plaintiff

## AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED (ACN 005 357 522)

Defendant

## A IMPORTANT FACTS GIVING RISE TO THE CLAIM

1. Between August 2003 and 23 February 2016 (**Relevant Period**) the respondent (**ANZ**) charged fees in connection with periodical payments that it was not entitled to charge under its standard terms. These fees affected at least 21 different types of business banking accounts (affecting at least 18,000 business banking customers), and at least 31 different types of retail banking accounts (affecting more than 440,000 retail banking customers). Since 1 January 2008 alone, the fees were incorrectly applied to over 460,000 customers on approximately 3 million occasions.
2. ANZ first became aware there was a risk it was not entitled to charge these fees in July 2011. Despite this, ANZ: (i) did not disclose the existence of a possible issue in relation to the fees to ASIC until at least 31 January 2014; (ii) did not commence notifying affected customers about the issue until at least 23 September 2015; and (iii) did not commence making remediation payments in relation to the unlawfully charged fees until August 2016. During this period, ANZ continued to charge the fees. As at the date of this concise statement, ANZ has paid more than \$28,000,000 in remediation payments to affected customers. ANZ deliberately excluded from its remediation program customers who had been charged the fees prior to 31 December 2007.

**Background to the conduct**

3. ANZ is a major Australian bank. It is one of the five largest listed companies in Australia by market capitalization which was approximately \$81 billion as at 30 September 2018. As at that date, ANZ's total assets exceed \$940 billion.
4. ANZ offered accounts on standard terms throughout the Relevant Period. These standard terms, and the time periods for which each version of the standard terms applied, are identified in **Annexure A**. At all relevant times until 23 November 2015 (or, for some customers, 23 February 2016) ANZ's standard terms defined a "Periodical Payment" as a debit from an ANZ account which the customer instructed ANZ to make "to the account of another person or business". The definition of a "Periodical Payment" did not include payments between two accounts in the name of the same person or business.
5. Throughout the Relevant Period, ANZ's standard terms provided that: (i) ANZ would charge a fee for successful Periodical Payments made from an ANZ account to a non-ANZ account, and in some circumstances between ANZ accounts (**PP Transaction Fee**); and (ii) ANZ would charge a non-payment fee if the customer authorised a Periodical Payment and that payment was not made because there were insufficient cleared funds in the customer's account (**PPNP Fee**).
6. Throughout the Relevant Period, ANZ charged PP Transaction Fees for: (i) scheduled payments between a customer's ANZ account and a non-ANZ account in the name of a third party; and (ii) scheduled payments between two accounts in the customer's own name (one with ANZ and one

Filed on behalf of the Applicant

File ref: 18011111

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with another financial institution); and (iii) in the case of business customers, scheduled payments between two ANZ accounts in the customer's own name. Fees within the second category are referred to in this concise statement as the **Same Name PP Transaction Fees**.

7. ANZ charged Same Name PP Transaction Fees to its personal account customers between August 2003 and about 15 December 2009, and to its business account customers during the entire Relevant Period. The charging of a Same Name PP Transaction Fee was recorded on the customer's bank statement using the words "*Payment to [Payee/Reference] includes Fee \$[fee amount]*" or words to similar effect.
8. Throughout the Relevant Period, ANZ charged PPNP Fees for: (i) unsuccessful scheduled payments between a customer's account and an account in the name of a third party; and (ii) unsuccessful scheduled payments between two accounts in the customer's own name (where both accounts were with ANZ and where one account was with another financial institution). Fees within the second category are referred to in this concise statement as the **Same Name PPNP Fees**. The charging of a Same Name PPNP Fee was recorded on the customer's bank statement using the words "*Periodical Payment Non-payment Fee*" or words to similar effect.
9. Unless stated otherwise, in this concise statement a reference to the **Same Name PP Fees** is a reference to both the Same Name PPNP Fees and the Same Name PP Transaction Fees. ANZ's standard terms did not authorise it to charge Same Name PP Fees at any time during the period from August 2003 to 23 November 2015.
10. In about November 2015, ANZ amended the definition of a Periodical Payment in its standard terms to refer to payments from an ANZ account "*to any other account*". That amendment was notified to some customers on or about 23 November 2015. Not all customers were notified of the amendment at this time. The remaining customers were notified of the amendment by 23 February 2016.
11. Between 26 July 2013 and 23 February 2016, ANZ charged Same Name PP Transaction Fees on at least 30,365 occasions and charged Same Name PPNP Fees on at least 1,309,722 occasions.

***ANZ is warned that its conduct may be unlawful***

12. In or about May or June 2010, ANZ instructed Blake Dawson (now Ashurst) to conduct a review of its terms and conditions in the context of the "*exception fees*" class action proceedings (*Paciocco and Anor v Australia and New Zealand Banking Group Ltd (Paciocco)* and *Andrews v Australia and New Zealand Banking Group Ltd (Review)*). The Review was primarily in the context of the class action. However, Blake Dawson also provided information on other aspects of ANZ's contractual documentation which were not directly relevant to the allegations in those proceedings.
13. In July 2011, ANZ received information from Blake Dawson which "*touched upon*" the question of whether ANZ was entitled to charge the Same Name PPNP Fees, and "*indicated*" that ANZ should investigate its entitlement to charge these fees (the **2011 Information**). The 2011 Information was initially provided orally during the course of two telephone calls on 11 July 2011 and 14 July 2011, and was subsequently reduced to writing on 18 July 2011 in a document described as a "*wrinkle list*". A further version of the "*wrinkle list*" was provided to ANZ by Blake Dawson on 12 October 2011.
14. The 2011 Information was communicated to a number of ANZ employees including the following senior employees: (i) on 18 July 2011, Mr Guy Gaudion (General Counsel, Dispute Resolution) and Ms Sonya Kilkenny (Head of Legal, Dispute Resolution); (ii) on 20 January 2012, Ms Felicity Worland (Head of Legal, Retail Products); and (iii) on 27 March 2012, Ms Julie Toop (Acting General Counsel, Australia).
15. By no later than 18 July 2011, ANZ knew that the imposition of the Same Name PPNP Fees was, or was at risk of being, unlawful. ANZ had considered amending its standard terms to deal with the issue between January 2012 and January 2013 but did not ultimately make the amendments. Furthermore, ANZ did not take any steps to disclose the existence of a possible issue in relation to the fee to ASIC until 31 January 2014, and did not cease charging the fee. The conduct ceased due to ANZ's amendment of its standard terms which did not become effective for all customers until 23 February 2016. Remediation payments were not made until August 2016.
16. The standard terms defined Periodical Payment for the purpose of the PP Transaction Fee in the same terms as it was defined for the purpose of the PPNP Fee. Accordingly, by no later than 18 July 2011, ANZ ought to have known that the charging of Same Name PP Transaction Fees was, or was at risk of being, unlawful. However, ANZ did not disclose the existence of a possible issue in relation to this fee to ASIC until 23 September 2015, and did not cease charging the fee. The conduct ceased due to ANZ's amendment of its standard terms which did not become effective for all customers until 23 February 2016. Remediation payments were not made until August 2016.

## **ANZ reports the Same Name PPNP Fee issue to ASIC**

17. On 3 December 2013, ANZ was served with a document titled 'Additional Points of Claim of Mr Paciocco in relation to Fees 2 and 3' in the *Paciocco* proceedings (**Additional Points of Claim**). In that document, Mr Paciocco alleged that ANZ had charged Same Name PPNP Fees in respect of unsuccessful transactions between his ANZ savings account and his ANZ home loan account which were not authorised by ANZ's standard terms.
18. On 3 December 2013, the 2011 Information was provided to ANZ employees Mr Bob Santamaria (Group General Counsel) and Ms Nella Licciardello (General Counsel, Australia). On 11 December 2013, ANZ admitted that Mr Paciocco was entitled to damages for breach of contract for the Same Name PPNP Fees charged to his account.
19. Following the service of the Additional Points of Claim, ANZ decided to report a possible issue in relation to the Same Name PPNP Fees to ASIC. At the time it made that decision, ANZ knew that Mr Paciocco's allegations would shortly become a matter of public record.
20. On 5 February 2014, the Court published its judgment in *Paciocco v Australia and New Zealand Banking Group Limited* [2014] FCA 35. The judgment included a finding that Mr Paciocco was entitled to damages for breach of contract because ANZ's standard terms did not permit ANZ to charge Same Name PPNP Fees.
21. On 14 February 2014, ANZ wrote to ASIC to report "*an issue*" in relation to the charging of Same Name PPNP Fees (**Notification Letter**). The Notification Letter stated that it had "*recently been asserted*" that ANZ was not entitled to charge Same Name PPNP Fees, and that ANZ would "*remediate impacted accounts as required*". The Notification Letter followed an oral update provided to ASIC on 31 January 2014 where the issue was raised generally. The Notification Letter did not disclose that ANZ had been on notice of the issue in relation to the imposition of Same Name PPNP Fees from mid-2011, nor that ANZ had considered amending its standard terms to deal with the issue between January 2012 and January 2013. The overall impression created by the Notification Letter was that ANZ had only recently become aware of the issue described in that letter in relation to the charging of the Same Name PPNP Fee. That impression was, to ANZ's knowledge, misleading. ANZ did not take any steps to correct that impression until 31 August 2018 when it disclosed the existence of the 2011 Information to ASIC.
22. Further, as at 14 February 2014, no decision to remediate impacted accounts had been made by any person who had authority to make such a decision on behalf of ANZ. After 14 February 2014, employees of ANZ sought approval from persons who had the authority to take steps and expend funds to identify some of the persons who were entitled to remediation and to pay remediation payments to those persons. At all material times, ANZ had a policy or practice that remediation payments would be made only in respect of transactions which had occurred six years or less before the date of discovery by ANZ of the matter which gave rise to the requirement for remediation (**ANZ's Limited Remediation Policy**). As at 14 February 2014 and at all times thereafter, ANZ had no intention of making remediation payments to customers who had been unlawfully charged Same Name PP Fees during the period from 2003 to 31 December 2007.
23. Because no person with authority had decided that there would be remediation, and because any remediation would not be in respect of all impacted accounts, but only accounts which had been wrongly charged Same Name PP Fees on or after 1 January 2008, the statement that ANZ would "*remediate impacted accounts as required*" was misleading, to the knowledge of ANZ.

## **The Remediation Program**

24. In or about 2014, ANZ initiated a program to compensate customers who had been incorrectly charged Same Name PP Fees (**Remediation Program**). In or about 2014 or 2015, ANZ decided to exclude from the Remediation Program Same Name PP Fees charged in the period from August 2003 to 31 December 2007 (**Excluded Period**) in line with ANZ's Limited Remediation Policy. The Remediation Program covered fees charged during the period from 1 January 2008 to 23 February 2016 (**Remediation Period**).
25. The amount of each Same Name PPNP Fee charged to personal account customers during the Excluded Period significantly exceeded the amount charged for that fee during most of the Remediation Period. The amount of the Same Name PPNP Fees charged by ANZ during both periods is identified in **Annexure B**.
26. ANZ commenced making payments under the Remediation Program in August 2016. In total, \$28,084,098.16 was successfully repaid to customers who paid Same Name PP Fees in the Remediation Period (comprising \$25,177,483.45 referable to Same Name PP Fees, and an additional

\$2,906,614.71 in compensation). ANZ paid \$288,536.79 to charity because of the difficulty and costs associated with locating 39,493 individual customers to provide (relatively) small refunds (comprising \$258,187.50 referable to Same Name PP Fees charged in the Remediation Period and an additional \$30,349.29 in compensation).

27. ANZ also attempted to pay (but was not able to pay) a further \$5,375,320.76 in remediation payments to 56,780 individual customers (comprising \$4,782,026.80 referable to Same Name PP Fees, and an additional \$593,293.96 in compensation). ANZ has failed to repay this money to customers and has not paid it to charity. The reasons these remediation payments were not successful included ANZ's failure or inability to identify correct or sufficient customer details to make the payment, and cheque failures (due to ANZ ultimately stopping the cheque or customers failing to present them). During the Relevant Period, ANZ knew or had reason to believe that it was highly unlikely to be able to remediate all customers who had been unlawfully charged fees by ANZ.

#### ***Amending the standard terms and continuing to charge the fees***

28. In about January 2012, ANZ considered amending its standard terms to entitle it to charge the Same Name PP Fees. The idea of amending the standard terms was abandoned in or about January 2013.
29. On or about 3 June 2014, ANZ decided to amend its standard terms to permit it to charge the Same Name PP Fees (**Amendment**). ANZ commenced notifying customers of the Amendment on about 23 September 2015. Some customers were not notified of the Amendment until about the last two weeks of January 2016. The Amendment did not become effective for all customers until about 23 February 2016. ANZ did not take any steps to inform any of its customers prior to 23 September 2015 that it had wrongly charged customers Same Name PP Fees. On or about 23 September 2015, ANZ informed customers of that fact only inferentially by giving notice of the Amendment.
30. ANZ decided to delay informing customers of the wrongful charging of the Same Name PP Fees until such time as it was in a position to announce that it would imminently make remediation payments, in order to limit risk to its reputation. Between about February 2014 and November 2014, ANZ considered whether it should stop charging all PPNP Fees to customers as an interim measure pending implementation of the Amendment, but decided not to do so. During the Relevant Period ANZ knew or ought to have known that it would be incapable of accurately identifying all transactions that would require remediation, and that it would not remediate all Same Name PP Fees charged to its customers.

#### **C RELIEF SOUGHT FROM THE COURT**

31. The plaintiff seeks the relief set out in the accompanying originating process.

#### **D PRIMARY LEGAL GROUNDS FOR THE RELIEF SOUGHT**

32. On each occasion that ANZ charged a Same Name PP Fee or notified the charging of the fee to the customer, ANZ expressly or impliedly represented in trade or commerce and in connection with the supply or possible supply of financial services that it had a contractual entitlement to do so, when it did not.
33. By charging or notifying the customer of charging the Same Name PP Fees, ANZ, acting in trade or commerce in connection with the supply of financial services, on each occasion from 26 July 2013:
  - 33.1. engaged in misleading or deceptive conduct or conduct that was likely to mislead or deceive, and/or made false or misleading representations concerning the existence or effect of a condition, right or remedy in contravention of ss 12DA and/or 12DB(1)(i) of the Australian Securities and Investments Act 2001 (**ASIC Act**); and
  - 33.2. breached its general obligation to comply with the financial services laws in contravention of s 912A(1)(c) of the Corporations Act 2001 (**Corporations Act**).
34. Further, by its conduct in:
  - 34.1. charging the Same Name PP Fees on each occasion from 26 July 2013 when ANZ knew that the charging of those fees was unlawful or knew that the charging of those fees was at risk of being unlawful, and knew or had reason to believe that it was highly unlikely that ANZ would be able to remediate all affected customers; and
  - 34.2. additionally or alternatively, by failing to inform customers who may have been affected of the fact of its unlawful charging of the Same Name PP Fees on each day between 26 July 2013 and 23 September 2015 when ANZ knew or had reason to believe that:
    - 34.2.1. there was a strong prospect that a very substantial proportion of its customers who had been unlawfully charged since August 2003 were unlikely to be aware of that fact;

- 34.2.2. the rights of its customers to sue ANZ for unlawfully charging them might be expiring due to limitation periods, or at least ANZ would argue that the rights had expired;
  - 34.2.3. ANZ had not proposed, and was not intending, to reimburse customers whose rights under limitation statutes ANZ contended had expired;
  - 34.2.4. by reason of the inadequacy of its record keeping, ANZ was highly unlikely to be able to identify all customers affected by its conduct either quickly or at all, with the consequence that if it did not take steps to immediately alert all customers going back to August 2003 that their funds might have been unlawfully taken, affected customers might have no ability to identify the conduct, make a claim or act to preserve their rights to do so; and
- 34.3. additionally or alternatively, by deliberately not making remediation payments after 11 December 2013 to customers who had been charged Same Name PP Fees in the period between August 2003 and 31 December 2007,

ANZ:

- 34.4. engaged in conduct in trade or commerce and in connection with the supply or possible supply of financial services that was, in all the circumstances, unconscionable in contravention of s 12CB(1) of the ASIC Act; and
  - 34.5. breached its general obligation to comply with the financial services laws in contravention of s 912A(1)(c) of the Corporations Act.
35. Finally, by its conduct in:
- 35.1. imposing the Same Name PP Fees for 12 years when it had no contractual right to do so;
  - 35.2. additionally or alternatively, failing to remediate customers for Same Name PP Fees or to disclose the existence of a possible issue in relation to the imposition of that fee in a timely way after receiving the 2011 Information;
  - 35.3. additionally or alternatively, continuing to impose the Same Name PP Fees after it had been put on notice or should have known that the imposition of those fees was unlawful;
  - 35.4. additionally or alternatively, failing, in a timely way after receiving the 2011 Information, to investigate whether it was entitled to impose the Same Name PP Fees;
  - 35.5. additionally or alternatively, failing to repay \$5,375,320.76 in remediation to 56,780 customers; and
  - 35.6. additionally or alternatively, providing incomplete or misleading information to ASIC when it reported the issue in February 2014,

ANZ breached its obligation to do all things necessary to ensure that the financial services covered by its financial services licence were provided efficiently, honestly and fairly, and thereby contravened s 912A(1)(a) of the Corporations Act.

36. The conduct alleged in the preceding paragraph contravened s 912A(1)(a) because it fell below the standard of conduct the public is entitled to expect from a major Australian bank.

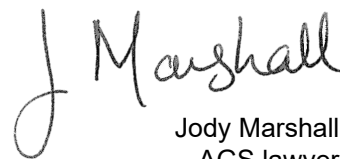
## **F HARM SUFFERED AND PROFITS EARNED FROM THE CONDUCT**

- 37. ANZ customers suffered financial loss as a result of the conduct because they were required to pay Same Name PP Fees that ANZ was not entitled to charge under its standard terms. Due to ANZ's inadequate record-keeping practices, ASIC is unable to precisely quantify the value of the fees incorrectly charged by ANZ during the Relevant Period other than to say that it is likely to have significantly exceeded \$35 million. ANZ has provided compensation for some of this loss through the Remediation Program. However, ANZ has not compensated all customers who were incorrectly charged Same Name PP Fees. ASIC is unable to precisely quantify how many affected customers have not been compensated.
- 38. Had ANZ elected to notify ASIC of the conduct and/or remediate affected customers in 2011 (when it first became aware of the issue) rather than in 2014, ANZ could have provided additional compensation for at least some portion of the Same Name PP Fees charged prior to 2008.
- 39. ANZ has retained profits derived from the imposition of Same Name PP Fees charged throughout the Relevant Period. Such profits include (but are not limited to) \$5,960,163.75 in remediation payments which it was not able to pay to affected customers. ASIC is unable to quantify the balance of the profits.

## CERTIFICATE OF LAWYER

I Jody Marshall certify to the Court that, in relation to the concise statement filed on behalf of the Plaintiff, the factual and legal material available to me at present provides a proper basis for each allegation in the pleading.

Date: 25 July 2019

A handwritten signature in black ink that reads "J Marshall". The signature is written in a cursive style with a large, looped initial "J".

Jody Marshall  
AGS lawyer  
for and on behalf of the Australian Government Solicitor  
Lawyer for the Applicant

This concise statement was prepared by Jody Marshall of AGS and settled by Simon Couper QC and Claire Schneider of counsel.

## Annexure A: Terms and Conditions

### PERSONAL BANKING TERMS AND CONDITIONS

Date	Doc IDs	PP Definition	PPNP Definition
August 2003 – November 2009	ANZ.801.568.3332 ANZ.801.568.3410 ANZ.801.568.3382 ANZ.801.568.3438 ANZ.801.625.0001 ANZ.801.568.3466 ANZ.801.625.0029 ANZ.801.568.3537 ANZ.801.568.3661 ANZ.801.568.3565 ANZ.801.568.3749 ANZ.801.568.3723 ANZ.801.568.3813	<b><i>For personal accounts</i></b> A periodical payment is a debit from your ANZ account, which you instruct ANZ to make to the account of another person or business.	<b><i>For personal accounts</i></b> A Non-Payment Fee is charged if you have authorised a Periodical Payment that is not made because there are insufficient cleared funds in your account.
June 2005 – 23 October 2010	ANZ.801.588.2064 ANZ.801.588.2012	<b><i>For ANZ Staff and Retired Officer Cheque accounts</i></b> A periodical payment is a debit from your ANZ account, which you instruct ANZ to make to the account of another person or business.	<b><i>For ANZ Staff and Retired Officer Cheque accounts</i></b> A Non-Payment Fee is charged if you have authorised a Periodical Payment that is not made because there are insufficient cleared funds in your account.
June 2004 – January 2008	ANZ.801.570.2566 ANZ.801.570.2717 ANZ.801.570.2908 ANZ.801.570.2864	<b><i>For ANZ V2 PLUS accounts</i></b> A periodical payment is a debit from your V2 PLUS account, which you instruct ANZ Trustees to make to the account of another person or business.	<b><i>For ANZ V2 PLUS accounts</i></b> A Non-Payment Fee is charged if you have authorised a Periodical Payment that is not made because there are insufficient cleared funds in your account.
February 2006 - 2010	ANZ.801.627.5908 ANZ.801.570.2371 ANZ.801.570.2411	<b><i>For ANZ Rural Premium Investment Account</i></b> A periodical payment is a debit from your ANZ Rural Premium Investment Account, which you instruct ANZ to make to the account of another person or business.	<b><i>For ANZ Rural Premium Investment Account</i></b> A Non-payment Fee is charged if you have authorised a periodical payment that is not made because of insufficient cleared funds.

Date	Doc IDs	PP Definition	PPNP Definition
15 August 2011 – 12 October 2011, 5 December 2011 – 23 November 2015	ANZ.801.568.0189 ANZ.801.568.1315 ANZ.801.568.0457 ANZ.801.568.1223 ANZ.801.568.0277 ANZ.801.568.1403 ANZ.801.568.1127 ANZ.801.568.0790 ANZ.801.568.1495 ANZ.801.568.0645 ANZ.801.580.0335 ANZ.801.568.0089 ANZ.801.568.0931 ANZ.801.568.1928 ANZ.801.568.1591 ANZ.801.568.0545	<p><b>For ANZ V2 PLUS accounts</b></p> <p>You can set up a periodical payment from your ANZ V2 PLUS account to the account of another person or business.</p> <p><b>For all other accounts</b></p> <p>A periodical payment is a payment that you have instructed us to pay from your ANZ account to the account of another person or business by providing your account number and branch number (BSB) (not your 16 digit ANZ Access Visa Debit card number).</p>	<p><b>For all accounts other than ANZ V2 PLUS accounts</b></p> <p>You will have to pay a Periodical payment non-payment fee if you have authorised a periodical payment that we cannot pay from your account because there are insufficient cleared funds available in your account.</p>
15 December 2009 – 15 August 2011, 12 October 2011 – 5 December 2011	ANZ.801.568.3617 ANZ.801.568.3492 ANZ.801.568.0886 ANZ.801.568.2081 ANZ.801.568.0745 ANZ.801.568.0369 ANZ.801.568.0001 ANZ.801.568.1744	<p><b>For ANZ V2 PLUS accounts</b></p> <p>You can set up a periodical payment from your ANZ V2 PLUS account to the account of another person or business.</p> <p><b>For all other accounts</b></p> <p>A periodical payment is a payment that you have instructed us to pay from your ANZ account to the account of another person or business by providing your account number and branch number (BSB) (not your 16 digit ANZ Access Visa Debit card number).</p>	<p><b>For ANZ V2 PLUS accounts</b></p> <p>We will charge a Periodical payment non-payment fee if you authorise a periodical payment that we do not pay because there are not enough cleared funds in your account.</p> <p><b>For all other accounts</b></p> <p>You will have to pay a Periodical payment non-payment fee if you have authorised a periodical payment that we cannot pay from your account because there are insufficient cleared funds available in your account.</p>
23 October 2010 – to date	ANZ.801.588.1892 ANZ.801.570.1717 ANZ.801.628.0113	<b>For ANZ Staff and Retired Officer Cheque accounts</b>	<b>For ANZ Staff and Retired Officer Cheque Accounts</b>



<b>Date</b>	<b>Doc IDs</b>	<b>PP Definition</b>	<b>PPNP Definition</b>
	ANZ.801.628.0057 ANZ.801.570.1773 ANZ.801.570.1829 ANZ.801.628.0001 ANZ.801.570.1885 ANZ.801.570.1941 ANZ.801.570.1997 ANZ.801.570.2053 ANZ.801.588.1948	A periodical payment is a payment that you have instructed us to pay from your ANZ account to the account of another person or business by providing your account number and branch number (BSB).	You will have to pay a Periodical payment non-payment fee if you have authorised a periodical payment that we cannot pay from your account because there are insufficient cleared funds available in your account.
23 November 2015 – 29 February 2016	ANZ.800.634.1524	<p><b>For ANZ V2 PLUS accounts</b></p> <p>You can set up a periodical payment from your ANZ V2 PLUS account to the account of another person or business.</p> <p><b>For all other accounts</b></p> <p>A periodical payment is a payment that you have instructed us to pay from your ANZ account to any other account by providing your account number and branch number (BSB) (not your 16 digit ANZ Access Visa Debit card number).</p>	<p><b>For all accounts other than ANZ V2 PLUS accounts</b></p> <p>You will have to pay a Periodical payment non-payment fee if you have authorised a periodical payment that we cannot pay from your account because there are insufficient cleared funds available in your account.</p>
July 2008 – 1 March 2017	ANZ.801.628.0142 ANZ.801.570.4759 ANZ.801.570.4807 ANZ.801.570.4855 ANZ.801.570.3138 ANZ.801.570.3026 ANZ.801.570.3082 ANZ.801.570.4903 ANZ.801.570.4955 ANZ.801.570.5007	<p><b>For ANZ V2+Broking accounts</b></p> <p>A periodical payment is a debit from your ANZ V2+Broking account, which you instruct ANZ to make to the account of another person or business.</p>	<p><b>For ANZ V2+Broking accounts</b></p> <p>A Non-Payment Fee may be charged if you have authorised a Periodical Payment that is not made because there are insufficient cleared funds in your account.</p>
1 March 2017 – 12 November 2017	ANZ.801.570.5059	<b>For ANZ V2+Broking accounts</b>	<b>For ANZ V2+Broking accounts</b>

Date	Doc IDs	PP Definition	PPNP Definition
		A periodical payment is an automatically recurring payment that you have instructed ANZ to pay from your ANZ V2+Broking account by providing your account number and branch number (BSB).	A Non-Payment Fee may be charged if you have authorised a Periodical Payment that is not made because there are insufficient cleared funds in your account.

#### BUSINESS BANKING TERMS AND CONDITIONS

Date	Doc IDs	PP Definition	PPNP Definition
August 2003 – 15 December 2009	ANZ.801.568.2849 ANZ.801.568.2915 ANZ.801.568.2927 ANZ.801.575.0250 ANZ.801.575.0238 ANZ.801.568.2939 ANZ.801.568.2953 ANZ.801.568.2887 ANZ.801.568.2967 ANZ.801.568.3063 ANZ.801.568.2999	A periodical payment is a debit from your ANZ account, which you instruct ANZ to make to the account of another person or business.	Not defined
15 December 2009 – 23 November 2015	ANZ.801.568.4405 ANZ.801.568.4189 ANZ.801.568.4045 ANZ.801.568.4261 ANZ.801.568.4961 ANZ.801.568.4117 ANZ.801.568.4333 ANZ.801.568.5033 ANZ.801.568.4805 ANZ.801.578.0002 ANZ.801.578.0125 ANZ.801.578.0201 ANZ.801.568.5470	A periodical payment is a debit from your ANZ Account, which you instruct ANZ to make to the account of another person or business by providing your account number and branch number (BSB) (not your 16 digit ANZ Business Visa Debit card number).	Not defined

Date	Doc IDs	PP Definition	PPNP Definition
	ANZ.801.568.5105 ANZ.801.568.5390		
23 November 2015 – 20 June 2016	ANZ.801.568.5185	A periodical payment is a debit from your ANZ Account, which you instruct ANZ to make to any other account by providing your account number and branch number (BSB) (not your 16 digit ANZ Business Visa Debit card number).	Not defined

## Annexure B: Fees and Charges

**TABLE 1: ANZ PERSONAL BANKING FEES AND CHARGES**

Date	Doc ID	Non-ANZ PP Fee (\$)	PPNP Fee (\$)
May - August 2003	ANZ.801.568.3227	4	45
August - October 2003	ANZ.801.580.0325	4	35
October 2003 - May 2004	ANZ.801.568.3274	4	35
May - November 2004	ANZ.801.568.3235	4	45
November 2004 - March 2005	ANZ.801.568.3253	4	45
March 2005 - January 2006	ANZ.801.568.3201	4	45
January - August 2006	ANZ.801.568.3177	4	45
August 2006 - March 2007	ANZ.801.568.3127	4	NP Fee: 35 NP Fee for ANZ Access Basic Account: 10
March - August 2007	ANZ.801.568.3211	4	NP Fee: 35 NP Fee for ANZ Access Basic Account: 10
August 2007 - February 2008	ANZ.801.568.3135	4	NP Fee: 35 NP Fee for ANZ Access Basic Account: 10
February - May 2008	ANZ.801.568.3169	4	NP Fee: 35 NP Fee for ANZ Access Basic Account: 10
May - August 2008	ANZ.801.568.3245	4	NP Fee: 35 NP Fee for ANZ Access Basic Account: 10
August 2008 - 13 March 2009	ANZ.801.568.3143	4	NP Fee: 35 NP Fee for ANZ Access Basic Account: 10 NP Fee for ANZ Access Limited account: 0
13 March - 29 June 2009	ANZ.801.568.3219	4	NP Fee: 35 NP Fee for ANZ Access Basic Account: 10 NP Fee for ANZ Access Limited account: 0
29 June - 20 July 2009	ANZ.801.568.3193	4	NP Fee: 35 NP Fee for ANZ Access Basic Account: 10 NP Fee for ANZ Access Limited account: 0
20 July - 10 August 2009	ANZ.801.568.3185	4	NP Fee: 35 NP Fee for ANZ Access Basic Account: 10 NP Fee for ANZ Access Limited account: 0
10 August - 4 November 2009	ANZ.801.568.3151	4	NP Fee: 35 NP Fee for ANZ Access Basic Account: 10 NP Fee for ANZ Access Limited account: 0

<b>Date</b>	<b>Doc ID</b>	<b>Non-ANZ PP Fee (\$)</b>	<b>PPNP Fee (\$)</b>
4 November - 15 December 2009	ANZ.801.568.3263	4	NP Fee: 35 NP Fee for ANZ Access Basic Account: 10 NP Fee for ANZ Access Limited account: 0
15 December 2009 - 22 March 2010	ANZ.801.568.3159	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
22 March - 29 June 2010	ANZ.801.568.5853	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
29 June - 12 July 2010	ANZ.801.568.5762	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
12 July - 23 October 2010	ANZ.801.568.5782	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
23 October 2010 - 27 January 2011	ANZ.801.568.5993	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
27 January - 3 May 2011	ANZ.801.568.5722	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
3 May - 21 November 2011	ANZ.801.568.5893	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
21 November 2011 - 18 June 2012	ANZ.801.568.5913	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
18 June - 15 October 2012	ANZ.801.568.5813	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
15 October 2012 - 20 March 2013	ANZ.801.568.6013	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
March 2013 - July 2013	ANZ.801.578.0089	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
July - November 2013	ANZ.801.578.0078	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
30 November 2013 - 17 January 2014	ANZ.801.568.5933	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
17 January 2014 - 31 March 2014	ANZ.801.568.5742	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
31 March - 30 April 2014	ANZ.801.568.5873	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
30 April - 9 June 2014	ANZ.801.568.5671	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
9 June - 15 July 2014	ANZ.801.568.5833	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
15 July - 20 September 2014	ANZ.801.568.5793	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)

<b>Date</b>	<b>Doc ID</b>	<b>Non-ANZ PP Fee (\$)</b>	<b>PPNP Fee (\$)</b>
20 September - 24 November 2014	ANZ.801.568.6033	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
24 November 2014 - 23 February 2015	ANZ.801.568.5953	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
23 February - 23 November 2015	ANZ.801.568.5702	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
23 November 2015 - 29 February 2016	ANZ.800.634.0608	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
29 February - 16 March 2016	ANZ.800.634.0628	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
16 March - 1 July 2016	ANZ.800.634.0648	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
1 July 2016 - 18 September 2017	ANZ.800.634.0668	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
18 September 2017 - 6 February 2018	ANZ.800.634.0588	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
6 February - 9 April 2018	ANZ.800.634.0548	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
9 April - 17 November 2018	ANZ.800.634.0568	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
17 November - 17 December 2018	ANZ.801.568.5973	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)
17 December 2018 - end unknown	ANZ.801.568.5691	-	6 (no fee payable for ANZ Access Basic and ANZ Access Limited)

**TABLE 2: ANZ BUSINESS TRANSACTION ACCOUNTS FEES AND CHARGES**

Date	Doc ID	ANZ PP Fee	Non-ANZ PP Fee	PPNP Fee
May - August 2003	ANZ.801.568.3935	1.7	4	35
August 2003 - March 2004	ANZ.801.568.3903	1.7	4	35
March - July 2004	ANZ.801.568.2463	1.7	4	35
July - August 2004	ANZ.801.568.3921	1.7	4	45
August 2004 - February 2005	ANZ.801.568.3909	1.7	4	45
February - July 2005	ANZ.801.568.3915	1.7	4	45
July 2005 - March 2006	ANZ.801.568.3927	1.7	4	45
March - December 2006	ANZ.801.568.2316	1.7	4	45
December 2006 - November 2007	ANZ.801.568.2344	1.7	4	45
November 2007 - July 2008	PPN.0011.0002.3045	1.7	4	45
July 2008 - 20 April 2009	ANZ.801.568.2304	1.7	4	45
20 April - 15 December 2009	ANZ.801.568.2332	1.7	4	45
15 December 2009 - 6 December 2010	ANZ.801.568.2221	1.7	4	NP Fee: 45 For ANZ Equity Manager in a Company Name: 6
6 December 2010 - 15 August 2011	ANZ.801.568.2237	1.7	4	NP Fee: 45 For ANZ Equity Manager in a Company Name: 6
15 August - 21 November 2011	ANZ.801.568.2185	1.7	4	NP Fee: 45 For ANZ Equity Manager in a Company Name: 6
21 November 2011 - 7 May 2012	ANZ.801.568.2356	1.7	4	NP Fee: 45 For ANZ Equity Manager in a Company Name: 6
7 May 2012 - 9 June 2014	ANZ.801.568.2169	1.7	4	NP Fee: 45 For ANZ Equity Manager in a Company Name: 6
9 June - 24 November 2014	ANZ.801.578.0109	1.7	4	NP Fee: 45 For ANZ Equity Manager in a Company Name: 6

<b>Date</b>	<b>Doc ID</b>	<b>ANZ PP Fee</b>	<b>Non-ANZ PP Fee</b>	<b>PPNP Fee</b>
24 November 2014 - 28 August 2015	ANZ.801.568.2372	1.7	4	NP Fee: 45 For ANZ Equity Manager in a Company Name: 6
28 August - 28 October 2015	ANZ.801.568.2201	1.7	4	NP Fee: 45 For ANZ Equity Manager in a Company Name: 6
28 October - 23 November 2015	ANZ.801.568.2432	1.7	4	NP Fee: 45 For ANZ Equity Manager in a Company Name: 6
23 November - 29 February 2016	ANZ.801.568.2392	1.7	4	NP Fee: 45 For ANZ Equity Manager in a Company Name: 6
29 February 2016 - end unknown	ANZ.801.568.2264	1.7	4	NP Fee: 45 For ANZ Equity Manager in a Company Name: 6