



do your thing

# Straight forward fine print.

Orange Everyday  
Terms and Conditions

1 April 2026

ING 



# Do I really need to read this?

Well done, you made it to the first page. We know you'd rather be doing something else (anything else in fact) but this information is important.

After you've gone through it, keep it somewhere handy, just in case.

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# 1. It's nice to feel welcome.

## A snapshot view of an Orange Everyday

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

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## About this booklet

Thank you for considering an ING Orange Everyday.

### ■ The terms that apply to your Orange Everyday

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

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

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

### ■ What does that word mean?

Some words used in this booklet have special meanings. So to make it easier to read, please take a moment to go through the “Explaining words in plain English” on pages 10-16.

### ■ Keep a copy for later

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



## Orange Everyday at a glance

<b>Benefits</b>	No monthly account keeping fees
	No ING fees for ATM transactions in Australia or overseas
	Unlimited ING transactions
	Debit Card
	Cashback on eligible utility bill payments (see page 23)
	Free BPAY®, transfers to Australian bank accounts and online statements
	24 hour, 7 day access to your account
<b>Fees and limits</b>	The fees and limits that apply to your Orange Everyday are set out in the Everyday Fees and Limits Schedule.
	ATM operators may charge fees
<b>Interest rates</b>	You don't earn interest on your Orange Everyday
<b>Deposits</b>	Deposit money into your Orange Everyday any time by direct depositing your salary, cheques and any other income
	Deposit cash and cheques at Australia Post's Bank@Post™ outlets
<b>Withdrawals</b>	Withdraw money from your Orange Everyday any time and use BPAY to pay bills
	Transfer money to Australian bank accounts and use your Debit Card wherever Visa is accepted (including ATMs and EFTPOS)



	Authorise PayTo payments to be debited from your Orange Everyday
<b>Statement of account</b>	Issued every three months (online)
<b>Key account conditions</b>	An Orange Everyday can only be opened in a personal name
	Open your Orange Everyday jointly with someone else
	No more than two joint account holders
	No more than two Orange Everyday per person
	Only available if you are an Australian resident for taxation purposes with an Australian residential address, and have provided ING with all of the information we require to determine your Foreign Tax Residency Status
	Email address and Australian mobile phone number required
	Account holders must be 18 years or older
<b>Taxation implications</b>	Any bonuses, credits or rewards 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.



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## Explaining words in plain English

In this Terms and Conditions booklet:

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

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

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

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

**ATM** means an automatic teller machine.

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

**Available Balance** means the total balance in your account less any unsettled transactions (e.g. cheques deposited that have not yet been cleared or Debit Card transactions pending authorisation).

**Biometric Identifier** includes fingerprint, faceprint or similar biometric identifier.

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

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

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



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

**Code** means your Access Code, PIN, any passcode you use to authenticate a transaction on your Orange Everyday, and any additional security code we provide you to conduct certain transactions (including a one-time password provided by SMS to your registered mobile number) as a result of our Enhanced Security Measures.

**Code Security Requirements** means the code security requirements described under “Keeping your Codes secret and Debit Card secure” on page 56.

**Debit Card** means the physical or virtual card (which is linked to a digital wallet on a device) provided by us to you to use with your Orange Everyday. This may be a Visa Debit or Visa Platinum Debit Card.

**Direct Debit** means an authorisation by you for someone to collect payments from your Orange Everyday through the Bulk Electronic Clearing System.

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

**Eligible Account** means an ING Savings Maximiser, Orange Advantage or Mortgage Simplifier held in your name, either individually or jointly with another person or any other eligible ING account(s) which we may determine and notify you from time to time.

**Enhanced Security Measure** means any additional security measure or authentication method that we may require you to use when accessing or transacting on your account, such as a Code.



**ePayments Code** means the ePayments Code issued by the Australian Securities and Investments Commission (as amended from time to time).

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

**Foreign Tax Residency Status** means your status as a resident of a foreign country for tax purposes, in light of ING's obligations under:

- (a) the global standard for the collection, reporting and exchange of financial account information of foreign tax residents; and
- (b) the withholding tax and reporting regime in relation to tax residents of the United States of America, known as Foreign Account Tax Compliance Act imposed by the United States Hiring Incentives to Restore Employment Act 2010,

which is incorporated into Australian law in Schedule 1 of the Taxation Administration Act 1953 (Cth).

**Identifier** means information that you must provide to perform a transaction on your Orange Everyday that is not required to be kept secret, such as your account number, PayID and Debit Card details.

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

**ING Holding Account** is an internal non-interest bearing ING bank account, which is used by ING solely in connection with the Round Up to Charity feature, to:

- receive the Round Up Amounts from ING customers using the Round Up to Charity feature;
- hold the Round Up Amounts on behalf of customers; and
- transfer these amounts to Intelligent Foundation to disburse to one or more charities (as set out in this document).



**Intelligent Foundation** means Intelligent Foundation Ltd ACN 647 111 402 as trustee for the Intelligent Foundation ABN 48 156 978 613, which is an ACNC registered charity and a Deductible Gift Recipient being a public ancillary fund covered by Item 2 of subsection 30-15(2) of the Income Tax Assessment Act 1997.

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

**International Transaction** means a transaction described as such under 'International Transactions on your Debit Card' on page 41.

**Mandate Management Service** means the central, secure database of Payment Agreements operated by NPP Australia Limited.

**Merchant** means a person or business who accepts payment for the supply of goods or services.

**Migrated DDR Mandate** means a PayTo Payment Agreement established in place of an existing Direct Debit arrangement that has been transferred by a Merchant or a Payment Initiator to PayTo.

**Misdirected Payment** means an NPP Payment erroneously credited to the wrong account because of an error in relation to the recording of the PayID or associated account information in the PayID service.

**Mistaken Internet Payment** means a payment made by a user through a pay anyone banking facility and processed by a financial institution where funds are paid into the account of an unintended recipient because the user enters or selects a BSB, account number and/or PayID that does not belong to the named and/or intended recipient as a result of:

- a) the users error, or
- b) the user being advised of the wrong BSB, account number and/or PayID



Note: A Mistaken Internet Payment may be made when a user enters the wrong account details and/or PayID, or a user is given incorrect information by the intended recipient. A Mistaken Internet Payment is not a payment that is made when a user makes a payment as a result of a scam (you must not tell anyone your Codes).

**NPP** means the New Payments Platform operated by NPP Australia Limited.

**NPP Payment** means a payment made through the NPP.

**Orange Everyday** means an ING Orange Everyday account.

**Other Bank Account** means an account another person holds with us, or an account held at another financial institution.

**PayID** means an easy-to-remember piece of information (such as a phone number or email address) which is linked to an account, and can be used to make payments (instead of a BSB and account number).

**PayID Name** means the name we give you to identify you to Payers (for example, your full name or entity name) when your PayID is used to make an NPP Payment.

**Payment Initiator** means the party authorised to initiate payments under a PayTo Payment Agreement or a Migrated DDR Mandate. This could be the Merchant, or a third party acting on behalf of a Merchant.

**PayTo Payment Agreement** means an agreement established between you and an approved Merchant or Payment Initiator, authorising them to pull funds from your Orange Everyday via PayTo.

**PayTo** means the service which enables us to process NPP Payments from your Orange Everyday in accordance with and on the terms set out in a PayTo Payment Agreement you have established with a Merchant or Payment Initiator that subscribes to the service.



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

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

**Round Up Amounts** are held on trust in the ING Holding Account. The ING Holding Account will not be used for any other purpose and no funds will be held in the ING Holding Account other than Round Up to Charity Amounts.

**Sanctions Laws** means any Australian or international laws, regulations, rules or government directives relating to the imposition, implementation or enforcement of economic or trade sanctions, restrictions or prohibitions. This includes, without limitation, laws administered by the Australian Government (such as the Autonomous Sanctions Act 2011 (Cth) and associated regulations), as well as sanctions laws and regulations administered by foreign authorities (including the United Nations, the United States Office of Foreign Assets Control (OFAC), the European Union, and the United Kingdom).

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

**Unauthorised Transactions** means any transaction on your Orange Everyday that's not authorised by you. It does not include any transaction that is performed by you, or by anyone else, with your knowledge and consent.

**Visa contactless** means the mechanism that allows you to authorise purchases using your physical Debit Card embedded with Visa contactless technology, or your virtual Debit Card



which is linked to a digital wallet on a device, by waving the card or device at point of sale readers displaying the contactless symbol.

**Visa Direct** means a service provided by Visa that allows funds to be transferred to your Orange Everyday using your 16 digit Debit Card number.

**you, your** means each person who opens an Orange Everyday, 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 for an Orange Everyday - please make sure you provide all the details we need for your application
- **Verifying your identity** - we check your identity
- **Orange Everyday opens** - we give you the details of your new Orange Everyday and send your Debit Card to you if you have requested one
- **Initial deposit and activation** - you make your initial deposit and activate your Debit Card
- **Income or regular deposit** - you just add money!

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## Requirements for opening an account

### ■ Am I eligible to apply?

You can apply for an Orange Everyday as long as:

- You're an individual, and the Orange Everyday:
  - isn't opened or operated on behalf of a deceased estate;
  - isn't opened or operated 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 provide us with all documents that we ask you to provide, in a form satisfactory to us; and
- You're 18 years or older

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

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

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

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

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

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

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

You need to provide:

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



## ■ What does verification mean?

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

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

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.

## ■ When do we not have to open or allow you to transact on your Orange Everyday?

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

- any information you give us (or information we have about you) is incorrect, misleading or has changed since we received it, such that we determine (acting reasonably) that doing so would affect our legitimate business interests or pose a regulatory risk to us;
- where you have already provided us information (or we already have information about you), in our opinion, your circumstances or affairs have changed adversely in respect of your ability to perform your obligations under the Account Terms;
- we reasonably form the view that you are 'high risk' given our obligations under Anti-Money Laundering and Counter-Terrorism Financing Laws having regard to the risks in providing our services to you (for example risks posed by your Foreign Tax Residency Status (including where you don't provide us with information we request regarding your Foreign Tax Residency



Status); your sources of funds and wealth; your business or employment; the country/ies in which you reside; the services we provide to you and the method through which you access those services; and/or your status as a Politically Exposed Person); or

- you have not provided us with all of the information we require to determine your Foreign Tax Residency Status.

## ■ My Foreign Tax Residency Status

We're required to collect certain information about you in order to determine your Foreign Tax Residency Status and, where we are required by law, we'll provide that information (as well as information about any Orange Everyday you hold) to the Australian Taxation Office (ATO).

The ATO will in turn exchange that information with equivalent foreign country tax authorities in accordance with the Australian Government's international obligations.

In order to determine your Foreign Tax Residency Status (at the time you open an Orange Everyday and continue to have an Orange Everyday), we may need to obtain additional information from you, including documentation and certifications. If you don't provide any information we reasonably request by the time we require it, we may refuse to provide an Orange Everyday to you.

Any determination that we make 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 physical Debit Card to you if you have requested one.

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



## ■ How do I make an initial deposit to my Orange Everyday?

You can make an initial deposit by:

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

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

## ■ How do I activate my Debit Card?

To activate your Debit Card, you need to:

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

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

## ■ Activating my account and acceptance of the Account Terms

You cannot transact on an Orange Everyday (including by use of your Debit Card) until your Orange Everyday is activated. Your Orange Everyday is activated by making an initial deposit into the account.

Upon activation of your Orange Everyday:

- you agree to the Account Terms;



- you confirm that you have asked for, and want to use, the Debit Card; and
- you agree to the Privacy Statement set out in this Terms and Conditions booklet.

## ■ **How do I arrange for my income or regular deposit to go into my Orange Everyday?**

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

- your employer; and
- any other person, company or government agency regularly depositing money into your Orange Everyday.



# 3.

## Money in my pocket please.

### What we pay + tax

- ATM fees
- About Interest
- Bonuses, credits or rewards
- Social security and tax implications

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## ATM fees

### ■ No ING fees when using an ATM in Australia or overseas

We don't charge fees when you use your Orange Everyday to access an ATM in Australia or overseas.

### ■ Operator fees when using an ATM in Australia or overseas

Domestic ATM operators and overseas operators may charge you ATM operator fees. These fees will be debited from your Orange Everyday.

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## 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.



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## Bonuses, credits or rewards

### ■ 1% utility bill cashback

Subject to the terms below, you will receive 1% cashback on eligible utility bill payments.

### Eligible Utility Bill Payments

The 1% utility bill cashback will apply to a utility bill payment if:

- it is a payment of a bill for the provision of gas, water and/or electricity services to Australian addresses only, and does not include any other products or services, or physical hardware to enable these services; and
- the payment is made from your Orange Everyday via BPAY, direct debit or PayTo only. The following payments are not eligible utility bill payments:
  - any other recurring payments made through ING Online Banking or using the ING Mobile Banking app; and
  - any utility bill payments made using your Debit Card; and
- it is a payment to a supplier included on ING's agreed supplier list, which is available at [ing.com.au/everyday-banking/utility-bill-cashback](https://ing.com.au/everyday-banking/utility-bill-cashback) and may be updated from time to time; and
- it is a payment for your own household or personal use only. Payments made for third parties or for commercial or business use are not eligible utility bill payments; and
- it is a payment for a utility bill that is:
  - in your name and/or your joint account holder's name; and
  - paid in respect of you and/or your joint account holder's residential address (as reflected in ING's records)

(together an 'Eligible Utility Bill Payment').



## Utility bill cashback limits and payments

The amount of a utility bill cashback payment is calculated using a formula of:

$$1\% \times \text{Eligible Utility Bill Payment amount}$$

Utility bill cashback payments are **capped at a total of \$100 in a financial year (1 July to 30 June)** per Orange Everyday.

This means if you have already received a total of \$100 in utility bill cashback payments in a financial year, you will not receive any further cashback for that financial year, even if you continue to make Eligible Utility Bill Payments.

A utility bill cashback payment will be paid into the Orange Everyday from which the Eligible Utility Bill Payment was made. It is usually paid within 30 days from the date that the Eligible Utility Bill Payment is settled on your Orange Everyday. In some cases, it may take longer for the cashback payment to be made. If your Orange Everyday is closed, you will not receive utility bill cashback even if you have satisfied the eligibility requirements.

A utility bill cashback payment will count towards the \$100 limit of the financial year in which the payment is made into your Orange Everyday.

### ■ ING Pocket Perks

ING Pocket Perks is a rewards program for Orange Everyday Debit Card holders. With ING Pocket Perks, you can access cashback offers from select merchants ("Cashback Offers").

Each Debit Card you hold will be enrolled into ING Pocket Perks. This will ordinarily happen within 24 hours of the Debit Card being activated, however in some rare cases there may be a delay of up to 90 days. You can enrol the Debit Card yourself by logging into mobile banking and navigating to your card, then selecting "ING Pocket Perks". Once you do this, your Debit Card will be enrolled with immediate effect.



## Cashback Offers

ING Pocket Perks Cashback Offers are displayed in mobile banking. Unless you have requested not to receive marketing communications from us, these Cashback Offers may be personalised to you based on transaction and other data from your Debit Card activity, and will also be shared with you by email. Each Cashback Offer is subject to specific eligibility requirements set by the merchant providing the Cashback Offer (“Offer Terms”).

## Redeeming Cashback Offers

To redeem a Cashback Offer, you must make a purchase that meets each of the following requirements (a “Qualifying Purchase”):

- is a Debit Card purchase which is:
  - made with the merchant providing the Cashback Offer; and
  - processed through the Visa network; and
- satisfies each of the Offer Terms set out in the Cashback Offer.

For a Debit Card purchase to be processed through the Visa network, it must be completed by:

- selecting the ‘credit’ button or using Visa contactless for instore purchases; or
- entering your 16-digit Debit Card number for online purchases. Purchases that are made through a third party payment checkout service will not satisfy the requirements of a Qualifying Purchase (even where your Debit Card is linked to that payment checkout service).

Once you have completed a Qualifying Purchase the cashback under the Cashback Offer will be credited to the Orange Everyday from which the Qualifying Purchase was processed.

Cashback is usually credited within 7 days of the Qualifying Purchase being fully processed (not pending), but in some cases, it may take up to 100 days depending on the merchant and the Offer Terms.

We may send you an email to let you know when you’ve made a Qualifying Purchase.



## Opting out of personalised offers

If you no longer wish to receive personalised ING Pocket Perks Cashback Offers, or communications about them, you can opt out of receiving marketing communications by clicking the unsubscribe link at the bottom of any marketing communication from ING. If you opt out, non-personalised Cashback Offers will continue to be available to you, and cashback will be paid if you make a Qualifying Purchase under any Cashback Offers. You will also continue to be able to access information about Cashback Offers in mobile banking.

## Changes to your Debit Card or Orange Everyday

Any cashback that you earn under a Cashback Offer can only be credited to your Orange Everyday if the Debit Card used to make the Qualifying Purchase is active and transactions into the Orange Everyday are unrestricted at the time the cashback is paid.

This means:

- If the Debit Card used to make a Qualifying Purchase is subsequently cancelled, or replaced with a Debit Card with a new card number, any cashback earned under a Cashback Offer cannot be paid. However, your ability to use a replacement Debit Card to access future Cashback Offers will continue unchanged.
- If the Debit Card used to make a Qualifying Purchase is subsequently reissued and the card number remains the same (even if the CVV and expiry date change), any cashback earned under a Cashback Offer will be paid. Your ability to use a reissued Debit Card to access future Cashback offers will continue unchanged.
- If your Orange Everyday is closed, your Debit Card will be cancelled and you will no longer be able to access ING Pocket Perks, and any cashback earned prior to the closure of your Orange Everyday will not be paid.



## Our rights

We may, acting reasonably, disable ING Pocket Perks on your Orange Everyday or refuse to honour any Cashback Offer if:

- your Orange Everyday is closed;
- we reasonably suspect that you have engaged in gaming, fraud, or other unlawful activity in your use of ING Pocket Perks;
- there is a material breach of the Account Terms by you; or
- we are otherwise authorised or compelled by law to do so.

If this occurs, we will let you know.

We may, acting reasonably, make changes to, or withdraw the availability of ING Pocket Perks. We will let you know if we do this.

In participating in ING Pocket Perks, you acknowledge that neither ING nor Visa will be a party to the purchase agreement between you and the merchant providing any Cashback Offer. Accordingly, as far as the law permits, neither ING nor Visa is liable for:

- any loss, damage, expenses or claim (whether direct, indirect or otherwise) in relation to any personal injury, death, false representation, damage or omission arising from or in connection with the access, or attempted access, of any Cashback Offer, or any goods or services provided in connection with any Cashback Offer; and
- any non-fulfilment or dispute arising from access, or attempted access, of any Cashback Offer.

If you have any questions or encounter any issues with ING Pocket Perks, please contact ING.

### ■ Other rewards

We may also sometimes offer special promotional bonuses, credits or rewards (“Promotions”). The rates, duration, eligibility and other terms of any Promotions may be set out separately to these Account Terms. If you’re eligible for a Promotion, the relevant bonus, credit or reward will be available to use the day after it is credited to



your Orange Everyday and will be shown in your statement of account.

In some cases, we may also automatically enter you into chance-to-win competitions (“Prize Draws”). There will be terms and conditions that apply to any Prize Draw, which will be set out separately to these Account Terms and will include information about prizes, competition periods, eligibility criteria, and the prize draw and claim process.

If you win a prize under a Prize Draw:

- we will contact you to let you know;
- we may publish your personal information (such as your name, state and postcode) on the ING website;
- you may incur tax liability in respect of the prize and you should seek independent tax advice; and
- you may refuse to accept any prize.

Should you seek to access any Promotion or Prize Draw in a manner that, in our reasonable opinion, is not satisfactory or in line with the intent of the offer, we may:

- place a stop or freeze on your Orange Everyday
- close your Orange Everyday;
- refuse to honour any Promotion or Prize Draw, or reclaim any benefit provided to you.

Any Promotion or Prize Draw may be withdrawn by us at any time, for any reason (subject to the terms of the Promotion or Prize Draw). We’ll let you know if we do this.

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## Social security and tax implications

Any cashbacks, bonuses, credits or rewards you receive, or any Prize Draw you win, 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 Debit Card
- Your security and Codes
- Everyday Round Up

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.

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## Transacting on your Orange Everyday

### ■ Joint account holders for Orange Everyday

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



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

If you have an any to operate authority on your Orange Everyday, this means:

- you and your joint account holder can operate the Orange Everyday independently of each other and instructions in respect of the Orange Everyday can be given by either of you;
- either one of you can, without the other, transact on the Orange Everyday, including:
  - making withdrawals from the Orange Everyday, including BPAY payments and withdrawals to Other Bank Accounts;
  - using an Interactive Service; and
  - using a Debit Card; and
  - Viewing and actioning PayTo Payment Agreements; and
  - Managing PayTo Payment Agreements, including changing the account or PayID linked to a PayTo Payment Agreement; and
- either one of you can ask to close the Orange Everyday.

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

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

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

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



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

## Making deposits

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

- transferring money from any of your other eligible ING accounts using an Interactive Service (see “Making deposits using an Interactive Service” on page 33);
- arranging for money to be transferred from an Other Bank Account via a direct deposit, e.g. salary or other income payments. To do this you need to either:
  - a) provide the ING BSB (923-100) and your Account Number shown on your statement of account (not your Client Number or your Debit Card number);
  - b) provide your PayID (if you have created one), with any other required information to the depositor or financial institution making the deposit;
- cheque sent to ING (see “Making deposits by cheque sent to ING” on page 33);
- arranging for money to be transferred to your Orange Everyday through Visa Direct; and
- cash/cheque at Australia Post’s Bank@Post (see “Making deposits using Bank@Post” on page 33).

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 Debit Card.

## ■ Making deposits using an Interactive Service

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

## ■ Making deposits by cheque sent to ING

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 Account Number; and
- made payable to you or ING.

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

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

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

## ■ Making deposits using Bank@Post

Deposits can be made at any Australia Post outlet offering the Bank@Post service. Check your local participating Australia Post outlet for opening hours.

To make Bank@Post deposits you need your physical Debit Card. Deposits can be cash, cheques or a combination of both.

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



For cheque deposits, note that Australia Post is unable to accept cheques that are future dated, stale (dated more than 15 months ago at time of receipt by Australia Post), not authorised, physically altered (without initialisation by drawer) or if payee details are missing, not drawn on an Australian financial institution, or payable to joint names (cheques must be payable to the name on your 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 3 to 5 Business Days, or 8 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.

## ■ Receiving a deposit through Visa Direct

Deposits can be received into your Orange Everyday from participating merchants and other individuals through Visa Direct. Deposits are made using your 16 digit Debit Card number.

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## Making withdrawals

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

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

In the case of joint accounts, you may ask that withdrawals may only be made with the approval of all joint account holders (we call this an all to operate authority).



- **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 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 Orange Everyday 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 Orange Everyday 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 website

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

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

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

If you make an NPP Payment to another Other Bank Account from your Bank Account using a



PayID, you must ensure that you input the PayID correctly and check the PayID Name before sending the NPP Payment.

Take great care when entering the account details. ING does not verify or validate the BSB, account number, account name or PayID, and may not be able to recover funds transferred to Other Bank Accounts (see “Mistaken Internet Payments” on page 70).

## ■ Processing times

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

If a withdrawal to the Other Bank Account is made after the cut-off time on a Business Day, or on a non-Business Day, the funds are generally transferred to the Other Bank Account on the Business Day after the withdrawal is made.

If a withdrawal to the Other Bank Account is made as an NPP Payment, the funds are generally transferred to the Other Bank Account in real time, provided there are sufficient cleared funds in your Orange Everyday.

## ■ Making withdrawals with your Debit Card

You can use your Debit Card to withdraw cleared funds in your Orange Everyday throughout Australia and overseas.

Your Debit 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



Debit Card. If an ATM doesn't return your Debit Card contact us immediately.

To complete a transaction with your Debit Card, you may need to:

- enter your PIN;
- sign the transaction receipt; and/or
- provide a particular form of identification.

## Using Visa contactless

Visa contactless can be used to authorise purchases at Merchants displaying the contactless symbol, simply by waving your Debit Card at the Merchant's point of sale reader. ATMs that display the contactless symbol may also allow you to withdraw cash, again by waving your Debit Card at the ATM's card reader.

Before authorising transactions using Visa contactless, you must check that the transaction amount on the ATM, Merchant's reader or cash register is correct.

A PIN or signature may be required to authorise a Visa contactless purchase transaction. The relevant limits are set out in the Everyday Fees and Limits Schedule.

Cash withdrawals transactions using Visa contactless will always require a PIN or signature.

## Using Click to Pay

Click to Pay is Visa's express online checkout experience. It allows you to make online payments to participating merchants with your Debit Card without having to type out all of your card details.

### Enrolment

In order to use Click to Pay with your Debit Card, your Debit Card must be enrolled into the Click to Pay service.

ING will enrol any active Debit Card linked to an active Orange Everyday into the Click to Pay Service. We will do this by sharing the following information ('**CTP Profile Information**') with Visa:

- the name on your Debit Card;



- your Debit Card number and expiry date; and
- personal details we hold on file for you, including your first and last name, your mobile number, your email address and your mailing and/or billing address.

Visa uses the CTP Profile Information to either:

- create your profile on the Click to Pay service ('**CTP Profile**') and connect your Debit Card to it; or
- connect your Debit Card to your existing CTP Profile.

Any active Debit Card linked to an active Orange Everyday as at 29 January 2026 will be enrolled between 2 February 2026 and 30 April 2026.

Please note that for enrolment to be successful, both the Debit Card and the Orange Everyday it is linked to must remain active between 2 February 2026 and 30 April 2026.

For all other Debit Cards, enrolment will occur at a later date. We will let you know when this will occur.

You may enrol your Debit Card into the Click to Pay service directly with Visa. However, once we enrol your Debit Card into the Click to Pay service:

- any agreement between you and Visa regarding the Click to Pay service will be void, and these Terms and Conditions will apply instead; and
- you will no longer be able to enrol it into Click to Pay directly with Visa.

### **Using Click to Pay**

Your CTP Profile Information will be used within the Click to Pay service to automatically complete fields in online check out forms with participating merchants.

In using the Click to Pay service, you warrant that:

- the CTP Profile Information that we hold about you is yours;
- you have the authority to use the Debit Card linked to your CTP Profile; and



- the CTP Profile Information is correct, complete and up to date.

Visa, participating merchants and other third parties may use and share your CTP Profile Information about a transaction, including to complete the transaction.

In using the Click to Pay service with your Debit Card, you agree that you will not:

- use Click to Pay in any way that is not permitted by law;
- disrupt or interfere with the security or operation of, or otherwise abuse, any part of the Click to Pay service;
- attempt to access any part of the Click to Pay service without authorisation;
- use Click to Pay in any way that could be considered defamatory, abusive, vulgar, hateful, harassing, obscene, profane, threatening, invasive of a person's privacy, or in violation of any third party rights;
- reproduce Click to Pay in any form, or store or incorporate Click to Pay in any information retrieval system;
- copy, emulate, clone, rent, lease, sell, commercially exploit, modify, decompile, disassemble, distribute, reverse engineer or transfer Click to Pay or any portion thereof; or
- use any device, software or routine to interfere or attempt to interfere with the proper working of Click to Pay and/or take any action that imposes an unreasonably or disproportionately large burden on the Click to Pay system, as determined by Visa in its sole discretion.

## Changes

Visa may make changes to the Click to Pay service from time to time. Your continued use of the Click to Pay service will be taken as acceptance of those changes. ING may make updates to these Terms and Conditions to reflect any such changes. If you don't agree to any updates, you must discontinue use of the Click to Pay service.



## Liability

In using Click to Pay, you acknowledge that neither ING nor Visa is a party to any transaction with a merchant that is made using Click to Pay. As far as the law permits, neither ING nor Visa (or any of its affiliates) will be liable for any damages, claims or losses (direct, indirect or otherwise) arising from, or in connection with, the Click to Pay service.

## Withdrawal limits

Any cash from an ATM, financial institution, Bank@Post or Merchant will make up part of the limit that applies to cash out using your Debit Card (see the Everyday Fees and Limits Schedule for more information). 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 can use Visa contactless (with your PIN) to withdraw cash. Orange Everyday withdrawal limits are set out in the Everyday Fees and Limits Schedule.

## Authorisation

The Merchant may seek authorisation if you:

- use your Debit Card to make purchases or withdraw cash;
- use your Debit Card to make a Visa contactless transaction;
- you use your 16 digit card number to pay for goods or services.

This is to establish there are sufficient funds in your Orange Everyday, and to temporarily hold funds needed to complete the transaction.

Authorisations may be taken for transactions that happen some time in the future, such as car hire, accommodation and at unmanned terminals (e.g. unmanned parking stations). In these cases, the funds that are held are for an anticipated amount. This means that once processed, the amount of the transaction may be different to the amount of the authorisation.



## Authorisation and available funds

Once an authorisation is obtained, the available funds in your Orange Everyday will be reduced by the authorisation amount until:

- the transaction is processed; or
- the authorisation is cleared or expires.

Once the transaction is processed, this will be reflected in your Orange Everyday.

## Merchants

The price Merchants charge for goods or services purchased with the 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 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 Debit Card; or
- for goods or services purchased with a Debit Card.

Any complaints about a refusal to accept a Debit Card, or the goods or services purchased, must be resolved directly with the Merchant.

## International Transactions on your 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.

You will not always know that a Merchant or a processing entity is located outside Australia.



ING does not charge fees for International Transactions. However, it is important to note Merchants may charge you a separate fee for their services in respect of an International Transaction.

When you use your 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 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 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 77).

## ■ Making recurring payments with your Debit Card details

You can authorise a Merchant to debit amounts to your Orange Everyday on a regular basis (a 'recurring payment arrangement') by providing them with your Debit Card details.

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 to arrange for payment.

You should notify the Merchant if you wish to cancel the recurring payment arrangement (and any underlying contract) that you have with them.



It is your responsibility to:

- notify the Merchant if your Orange Everyday is closed; and
- ensure that the Merchant has your accurate and up to date Debit Card details, including where you receive a replacement Debit Card.

In some instances, the details of a replacement Debit Card will be automatically available to the Merchant when the card is activated. If you'd like to opt out of these automatic updates, or otherwise prevent a Merchant from debiting funds from your Debit Card, you can contact us to request this.

### ■ 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 by providing the ING BSB (923-100) and your Account Number.

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 or organisation making the direct debit to arrange for payment.

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

### ■ Making withdrawals by PayTo

You can nominate your Orange Everyday to be used for PayTo Payment Agreements with participating PayTo Merchants or Payment Initiators by providing:

- the ING BSB (923-100) and your Account Number; or
- your PAYID linked to your Orange Everyday.

If you don't have sufficient cleared funds in your Orange Everyday for a PayTo payment, it may be rejected.

### ■ Migration of Direct Debit Arrangements

Merchants and Payment Initiators who have existing Direct Debit arrangements with you may migrate these arrangements to PayTo Payment Agreements—called Migrated DDR Mandates. This



allows transactions under the arrangements to be processed through the NPP.

Migrated DDR Mandates can only be established against an active Orange Everyday.

You are entitled to prior written notice of variation to your Direct Debit arrangement and changed processing arrangements, as specified in your Direct Debit agreement, from the Merchant or Payment Initiator. If you do not consent to the variation of the Direct Debit arrangement you must advise the Merchant or Payment Initiator.

If you do not advise the Merchant or Payment Initiator that you do not consent to your Direct Debit arrangement being migrated to PayTo, the Merchant or Payment Initiator may create a PayTo Payment Agreement in the Mandate Management Service that reflects the terms of your Direct Debit service agreement. The Migrated DDR Mandate will be deemed to have been approved by you. We will not seek your approval of a Migrated DDR Mandate.

Once the Migrated DDR Mandate has been created by the Merchant or Payment Initiator, no payments will be able to be deducted from your Orange Everyday against it for up to 5 calendar days. It is your responsibility to review the terms of the Migrated DDR Mandate in this time. If you do not agree to the terms, you may cancel the Migrated DDR Mandate within this time to avoid payments from being deducted against it.

If you decide to cancel a Migrated DDR Mandate within this 5 day period, the Merchant or Payment Initiators may decide to maintain and rely on your existing Direct Debit arrangement. You may amend, pause (and resume), cancel or transfer (when made available) your Migrated DDR Mandates, or receive notice of amendment, pause or resumption, or cancellation initiated by the Merchant or Payment Initiator as referenced in ING's PayTo Terms and Conditions.

## ■ 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 Everyday Fees and Limits Schedule. Remember, when we make a BPAY payment on your behalf we're not acting as your or the biller's agent.

## **Processing times**

Billers who participate in the BPAY Scheme agree that generally they'll treat a BPAY payment as received:

- on the day you make the BPAY payment, if you tell us to make that payment before the cut-off time on a Business Day (for cut-off times, please see the FAQ section on our website); or
- on the next Business Day, if you tell us to make that payment either after the cut-off time on a Business Day or on a non-Business Day.

There may be additional processing time of one day or more when:

- there's a national public holiday the day after you tell us to make a BPAY payment;
- you tell us to make a BPAY payment either after the cut-off time on a Business Day, or on a non-Business Day; or
- the biller or another financial institution involved in the BPAY payment doesn't meet their obligations under the BPAY Scheme.

## **It pays to check**

If you instruct us to make a payment to a biller and discover that:



- the amount you told us to pay is greater than the amount you needed to pay, you should contact the biller for a refund; or
- the amount is less than the amount you needed to pay, you should pay the difference (using BPAY or another method).

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

Make sure you check your 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 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.



## ■ Overdrawn Orange Everyday

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

As we don't provide any credit on your Orange Everyday, you must not withdraw or make a transaction for any amount greater than the Available Balance of your Orange Everyday.

In some circumstances, a transaction processed on your Orange Everyday may cause you to make a transaction for an amount greater than the Available Balance of your Orange Everyday - if this happens, it means your account will be 'overdrawn'. This may occur, for example, when a transaction is conducted during a system outage.

### **You need to pay back what you've overdrawn**

If a transaction causes your Orange Everyday to be overdrawn, you must return your Orange Everyday to a positive balance within 60 days.

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

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 Orange Everyday may show a zero balance, however you'll still be required to clear your debt to us.

You agree to pay us any reasonable legal fees we reasonably incur in seeking to recover the overdrawn amount from you.

Even if we honour a transaction, or do so more than once, it doesn't mean we have any obligation to do so in the future.



## **We may transfer money to cover any overdrawing**

If your Orange Everyday is overdrawn we may transfer the money to cover any losses from any other account you have with us that's in the same name as your Orange Everyday, including joint accounts.

If any other account you hold with us is overdrawn, including joint accounts, we may transfer money from your Orange Everyday up to the amount owing.

We're not liable for any loss that may occur whether we do this or not.

If we transfer money to cover any overdrawing, we'll let you know as soon as possible.

### **■ We may set-off or combine your accounts with us**

If you owe us money in connection with another ING account you hold in the same name (including a loan account or another Orange Everyday), we may without notice:

- set-off the whole, or any part of, your Orange Everyday balance against the amount you owe us; or
- combine your Orange Everyday with such other accounts.

We may do this at any time and without prior notice to you, however we'll promptly inform you if we have exercised this right. We will act reasonably in exercising this right.

We'll comply with any applicable requirements of the Code of Operation: Recovery of Debts from Customer Nominated Bank Accounts in receipt of Services Australia income support payments or Department of Veterans' Affairs payments, and the National Credit Code where it applies to any loan accounts.



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## Statement of account

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

Each statement will record all transactions on your 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 99).

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## 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 Debit Card after instructions have been given to us, as this transfer occurs immediately.

There may be times when a withdrawal from your Orange Everyday, using an Interactive Service,



may be stopped or suspended. However, this will depend on:

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

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

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

## ■ **Direct deposit and direct debit arrangements**

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

You can cancel a direct debit arrangement you have involving your Orange Everyday by calling us on 133 464. We will then promptly place a stop on that direct debit arrangement (based on the information you provide us). This will mean that any request from a third party to debit your Orange Everyday under that 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.

## ■ **PayTo Payment Agreements**

Once a PayTo Payment Agreement has been established on your Orange Everyday, you will be able to amend, pause, resume or cancel the PayTo Payment Agreement via Online Banking. If paused or cancelled, the Merchant or Payment Initiator will not be able to deduct funds against the PayTo Payment Agreement. You should check with the Merchant or Payment Initiator before pausing or cancelling a PayTo Payment Agreement, as they may charge you a fee for missed or late payments or require you to make payments in some other way.



## ■ 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 website and cancelling it before the date of the transfer, otherwise the transfer cannot be stopped or suspended.

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## The nitty gritty of using an Interactive Service or 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.

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 Debit Card during the application process. You can also change your PIN at a later time in online banking or mobile banking.

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

You may also access your 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 Debit Card; and
- must individually use the Interactive Service with your own Client Number and Access Code.



## ■ Transactions via an Interactive Service

You can:

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

Using the ING website you can also:

- get details of all transactions on your Orange Everyday (including online statements);
- make a BPAY payment;
- make a payment to Other Bank Accounts;
- view and action PayTo Payment Agreement requests;
- manage PayTo Payment Agreements;
- dispute certain transactions;
- change your contact details;
- activate your Debit Card; and
- apply for another ING product.

Your Attorney can do any of these transactions (except change your Access Code or activate your 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 Debit Card.

We may, without notice, cancel or suspend access to the use of an Interactive Service maintained and operated by us if you are travelling to or residing in a sanctioned jurisdiction. A list of sanctioned jurisdictions may be found on our website.



## ■ Confirmation of transactions

You can confirm Orange Everyday transactions by:

- logging in at [ing.com.au](http://ing.com.au), selecting “Accounts” and then selecting the relevant account; or
- logging onto the mobile banking application 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 Orange Everyday. 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 may not be available until the transaction has been processed. If you’re speaking with a Customer Care Specialist, we’ll give you a verbal receipt, unless you tell us at the time you don’t want one.

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

If you believe there is an error, or if you have any



other concerns, let us know straight away (see “What to do if you have a concern” on page 99).

## ■ Your instructions

We have the authority to act on your instructions in relation to any transaction. If it's not possible to carry out these instructions:

- the transaction may not be processed;
- we may defer processing the transaction; or
- we may seek further information from you before carrying out the instructions.

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

## ■ System failures and maintenance

You acknowledge there may be times when you're temporarily unable to access an Interactive Service or use your 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 Debit Card belong to ING. As an account holder, the Interactive Service and Debit Card are for your banking use only and restricted by the provisions of this Terms and Conditions booklet.

## ■ Your Debit Card expiry and replacement

Your Debit Card is only valid during the period stated on the physical card and cannot be used after this date.

We may:

- automatically issue you with a new Debit Card before the expiry date;
- issue a replacement Debit Card at any time.

To request a replacement card you can call us. In some cases when we issue a new or replacement Debit Card, the updated card details will be automatically available to third parties who hold your card details on file (including digital wallet



services) when the card is activated. If you'd like to opt out of these automatic updates, or otherwise prevent a Merchant from debiting funds from your Debit Card, you can contact us to request this.

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## 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.

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

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

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

### ■ Keeping your Codes secret and Debit Card 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 and Debit Card are not misused, and remain secure and confidential.

This means that:

- You must not tell anyone your Codes, including any member of your family, your Attorney or any other person, unless we ask you to provide your Code in the following specific circumstances:



- When you call one of our Customer Care Specialists to perform a transaction, we may ask you to tell us the one-time passcode that we provide by SMS to your registered mobile number. You should provide it to us so that we can process the transaction. Note that we will never call you to perform a transaction and ask for your Codes – if anyone does this, you should hang up and call one of our Customer Care Specialists immediately.
- When you speak with one of our Customer Care Specialists, we may need to verify your identity (including where you request to update your personal details) – to do so, we may ask you to tell us the one-time passcode that we provide by SMS to your registered mobile number and you should provide it to us so that we can verify that we are speaking with you.
- You must not let anyone else, whether acting as your agent or not, access our Interactive Service using your Client Number and Codes.
- You must not select a Code 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.
- You must not give your Debit Card to anyone else or let them use it.
- You must not keep a record of any Code (without making a reasonable attempt to protect the security of the Code) on your Debit Card, in or on anything you usually carry with your Debit Card, as it could be lost or stolen at the same time as the Debit Card. The only exception from this requirement is where the Code is a one-time passcode that we send by SMS to your registered mobile number, and you:
  - access our mobile banking application; or
  - have linked your virtual Debit Card to the digital wallet on the device linked to that mobile number.



- You must not be careless about protecting the security of your Codes.
- You must not let anyone else see you entering your PIN or other Code at an ATM or point of sale terminal.
- You must check regularly to make sure you still have:
  - your physical Debit Card; and
  - the device on which you access our mobile banking application, or have a digital wallet that your virtual Debit Card is linked to.
- 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 Debit Card is in your possession. Alternatively, we can issue you a replacement physical Debit Card with a new PIN.

As soon as you realise or suspect that:

- anyone else knows any of your Codes (including your Access Code or PIN), or
  - your Debit Card is lost, stolen or used without your permission, or
  - you have lost the device on which you access our mobile banking application, or have a digital wallet that your virtual Debit Card is linked to, or
  - there has been an Unauthorised Transaction,
- log into online banking to report your card as lost or stolen and dispute the unauthorised transaction, or call our Australia-based Customer Care Specialists straight away on 133 464.

It's important that you tell us as soon as possible because if you don't do so you may be liable for any transactions that occur on your Orange Everyday, including all associated fees and charges – see 'Who's responsible' on page 64.

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;
- for your PIN – you can select a new PIN using online banking or mobile banking. We can also issue you a replacement 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;
- for your PIN – you'll need to select a new PIN using online banking or mobile banking. Alternatively, you can request a replacement Debit Card with a new PIN.

If you call to alert us that another person knows, or has used your Codes or Debit Card 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 physical 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 physical Debit Card; and
- if you are required to destroy the physical Debit Card (under this Terms and Conditions booklet), you must do so by cutting the Chip in half.



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## Everyday Round Up

You may choose at any time to activate Everyday Round Up on your Orange Everyday.

Everyday Round Up is an optional feature which rounds up the value of certain transactions debited to your Orange Everyday, and automatically transfers the amount by which the transaction is rounded up (the 'Round Up Amount') from your Orange Everyday to:

- an Eligible Account nominated by you (the 'Round Up to Eligible Account' feature); or
- a donation to Intelligent Foundation via ING Holding Account on your behalf, who disburses donations to another charity (the 'Round Up to Charity' feature).

You can only choose one of the options above for each Debit Card linked to your Orange Everyday/s, at any one time.

### ■ Eligible transactions

Everyday Round Up is available on purchase transactions debited to your Orange Everyday using your Debit Card or the information printed on it. This includes transactions made using Visa contactless, Apple Pay and Google Pay.

Everyday Round Up does not operate in respect of cash withdrawals from an ATM using your Debit Card, direct debits or BPAY payments from your Orange Everyday, or withdrawals from your Orange Everyday made by using an Interactive Service.

### ■ Round Up Amounts

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

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

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

For example, you make a purchase of \$3.50 using your Debit Card. If you have chosen to round



up to the nearest \$1, we will debit the purchase amount of \$3.50 to your Orange Everyday, and transfer \$0.50 from your Orange Everyday to your nominated Eligible Account or Intelligent Foundation (via the ING Holding Account).

If you have chosen to round up to the nearest \$5, we will debit the purchase amount of \$3.50 to your Orange Everyday, and transfer \$1.50 from your Orange Everyday to your nominated Eligible Account or Intelligent Foundation (via the ING Holding Account).

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

## ■ Processing the Round Up Amount through the Round Up to Eligible Account feature

Each Round Up Amount will be:

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

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

## ■ Processing the Round Up Amount through the Round Up to Charity feature

ING has teamed up with a charity called Intelligent Foundation to donate your Round Up Amounts to another charity. The way it works is:

- you nominate a charity from the list of charities available through the Round Up to Charity feature;



- your Round Up Amounts are transferred by ING, on your behalf, to Intelligent Foundation – this means that you are making a donation to Intelligent Foundation; and
- Intelligent Foundation, at their own discretion, but taking into account your nominated charity, disburses your donation.

To process your donation of the Round Up Amount:

- each Round Up Amount will be debited from your Orange Everyday and transferred to the ING Holding Account after the eligible transaction is made, but in some circumstances it may be transferred to the ING Holding Account up to 2 hours after the eligible transaction is made;
- ING will transfer to Intelligent Foundation the total of all Round Ups Amounts that were transferred to ING Holding Account since the previous payment – this usually occurs every two months; and then
- Intelligent Foundation will disburse funds to participating charities within a reasonable period of receiving the funds from ING (usually within 1 month).

Your Round Up Amount is considered a donation once it has been transferred, on your behalf, from the ING Holding Account to Intelligent Foundation.

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

There may be some circumstances where the Round Up Amount is not debited and donated, for example, where there are system constraints in processing the donation.

Once the eligible transaction is made, the Round Up Amount cannot be cancelled, refunded or otherwise returned to your Orange Everyday.

## ■ Activating the Round Up feature

You (or in the case of an Orange Everyday held jointly, each or either of you) can activate



Everyday Round Up in respect of eligible transactions you make on your Orange Everyday via online banking or mobile banking. When activating Everyday Round Up, you must:

- select your Round Up Amount; and
- nominate:
  - as part of the Round up to Eligible Account feature - An Eligible Account to which the Round Up Amount will be transferred. The nominated Eligible Account need not be held in the same name/s or capacity/ies as your Orange Everyday; or
  - as part of Round Up to Charity feature – a charity that you want to support from the list of charities available through the feature. It's important to note that Intelligent Foundation (to whom we transfer your Round Up Amounts) has discretion on which charity it disburses donations to.

By activating the:

- Round up to Eligible Account feature, you authorise us to debit the Round Up Amount from your Orange Everyday and transfer it to the nominated Eligible Account; or
- Round Up to Charity feature, you:
  - authorise ING to debit the Round Up Amount from your Orange Everyday; and
  - appoint ING as your agent to receive all Round Up Amounts from you and to donate those amounts on your behalf to Intelligent Foundation. Until such amounts are paid by ING to Intelligent Foundation, ING will hold all of your Round Up Amounts on your behalf and on trust for you in the ING Holding Account; and
- acknowledge that, if necessary, Intelligent Foundation, acting reasonably, may disburse your donation to a charity, other than the one that you have nominated. For example, this may occur in the rare event that the charity you have nominated is no longer active.



## ■ Charities nominated through the Round Up to Charity feature

Unless stated otherwise, ING does not endorse or accept any responsibility for the charities available through the Round Up to Charity feature. You should make your own enquiries about Intelligent Foundation and/or any charity you nominate, and we recommend that you seek independent advice before activating the Round Up to Charity feature.

ING makes no warranty as to the accuracy, completeness or reliability of the information about the charities that are available via the Round Up to Charity feature, nor does ING accept any liability or responsibility arising in any way from omissions or errors contained in the content or by Intelligent Foundation.

## ■ Evidence of charitable giving through the Round Up to Charity feature

Should you require evidence of charitable giving via Round Up to Charity, your Orange Everyday statement details each Round Up to Charity transaction and summarises the total Rounded Up to Charity in the financial year to date.

Due to processing times, Round Up Amounts debited from your Orange Everyday in the last 14 days of the financial year may be transferred to Intelligent Foundation in the next financial year. The total Rounded Up to Charity stated on your April – June statement reflects the amount donated on your behalf in that financial year.

ING makes no representation regarding your entitlement to claim an income tax deduction under the provisions of applicable legislation on account of your Round Up Amounts or aggregate Round Up Amounts in any given financial year.

Total round up donations of \$2 or more in a financial year are tax deductible. This does not constitute tax advice. For more information, please refer to [ATO Product Ruling 2024/20](#). Please note, this Product Ruling is only applicable



to Orange Everyday account holders who are Australian residents for tax purposes.

**The Product Ruling is only a ruling on the application of the taxation law; and is only binding on the ATO if the scheme is implemented in the specific manner outlined in the product ruling.**

**The Commissioner of Taxation (Commissioner) does not sanction, endorse or guarantee the ING Everyday Round Up to Charity feature. Further, the Commissioner gives no assurance that the ING Everyday Round Up to Charity feature is commercially viable, that charges are reasonable, appropriate or represent industry norms, or that any projected returns will be achieved or are reasonably based. You must form your own view about the commercial and financial viability of the ING Everyday Round Up to Charity feature. The Commissioner recommends you consult an independent financial, tax or other adviser for such information.**

## ■ Reversals

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

## ■ Changes

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

## ■ Disabling the Everyday Round Up feature

You may disable the Everyday Round Up feature at any time via online banking or mobile banking. We may disable the Everyday Round Up feature on your Orange Everyday if:

- your nominated Eligible Account is closed;
- your nominated charity is no longer participating in the Round Up to Charity feature;



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

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



# 5.

## Fees explained.

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### Fees

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

Any fees payable will be debited to your Orange Everyday.

#### ■ Government charges

Any government charges will be debited from your Orange Everyday. For details of any current government charges that may apply, visit [ing.com.au](http://ing.com.au).



# 6.

## Who's responsible?

### Who's liable for Unauthorised Transactions?

- Liability in relation to the use of our Interactive Service or Debit Card with a PIN
- When you'll be liable
- Warning: Account Aggregation Service
- Liability for BPAY payments
- Mistaken Internet Payments
- Unauthorised, illegal or fraudulent funds received from another financial institution

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 your knowledge and consent.

Unauthorised Transactions are transactions that are performed without your consent and knowledge. An Unauthorised Transaction does not include:

- a transaction you perform;
- a transaction anyone else performs with your knowledge or consent (for example, if you give another person your Debit Card or a Code that authorises a transaction); or
- a transaction that is performed by using your Debit Card and another person's Biometric Identifier which are registered on the same compatible mobile device.

If you think that you have been the subject of a scam then you should contact us immediately.



## ■ 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.

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## Liability in relation to the use of our Interactive Service or 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 or Debit Cards that are forged, faulty, expired or cancelled;
- arise from transactions made through our Interactive Service or with your Debit Card that require your Codes, before you've received your Codes or Debit Card (including a reissued Code or 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 Debit Card 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 Debit Card or Code.



## ■ 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 Debit Card 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.

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## 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 a 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 or Debit Card or a breach of the Code Security Requirements.



You are liable in full for the actual losses that occur before the loss, theft or misuse of a device or breach of the Code Security Requirements is reported to us. 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 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 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 or Debit Card 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 or Debit Card; or



- any Interactive Service or 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.

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## Liability when using a Debit Card without a PIN

For Debit Card transactions that you can authorise without a Code, you're not liable for any Unauthorised Transactions unless you have unreasonably delayed notifying us of the loss, theft or unauthorised use of your 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 Debit Card.

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## 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 Orange Everyday for the payment amount.

If a BPAY payment is fraudulently induced by someone involved in the BPAY Scheme, then that person should refund you that payment. If that person doesn't refund the payment you have to bear the loss. That is unless some other person in the BPAY Scheme:

- knew of the fraud; or
- would have detected it with reasonable diligence.

In this case that person must refund you the payment.

We're not liable for any indirect loss or damage you may suffer as a result of using the BPAY Scheme, unless we:

- acted negligently; or



- breached any condition or warranty in regard to the supply of goods and services, which can't be excluded or limited under law.

You indemnify us against any loss or damage we may suffer due to any action of any kind brought against us because you:

- didn't observe any of your obligations; or
- acted negligently or fraudulently in regard to the Account Terms.

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## Mistaken Internet Payments

### ■ When you have made a payment to the wrong account

So that we can determine whether a Mistaken Internet Payment has occurred, we will ask you to provide supporting information and evidence (such as details of the correct Identifier showing that it is very similar to the incorrect Identifier).

If you think you may have made a Mistaken Internet Payment, you should tell us straight away, please call our Australia-based Customer Care Specialists straight away on 133 464.

If you report to us that a withdrawal to one or more Other Bank Accounts (see "Making Withdrawals to Other Bank Accounts" on page 35) 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 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 Orange Everyday as soon as practicable.



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

- **Report at any time but insufficient funds:** If there aren't sufficient 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. Exercise discretion, based on an appropriate weighing of interests of both you and the unintended recipient and information reasonably available to it about the circumstances of the mistake and the unintended recipient, in deciding whether it should:
  - pursue the return of funds to the total value of the Mistaken Internet Payment;
  - pursue the return of funds representing only a partial amount of the total value of the Mistaken Internet Payment; or
  - not pursue any return of funds (whether partial or total).
- **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 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.

## ■ **When someone else has mistakenly paid into your account**

If someone else has made a Mistaken Internet Payment that results in funds being paid into your Orange Everyday, then you acknowledge and agree that you are not entitled to those funds regardless of how long the funds have been in your account.



- **Reported by the other person within 10 Business Days of making the payment:** If you have sufficient funds in your Orange Everyday, we may, without notice, debit funds up to the total amount of the Mistaken Internet Payment from your Orange Everyday and return it to the other financial institution.
- **Reported by the other person between 10 Business Days and 7 months of making the payment:** If you have sufficient funds in your Orange Everyday, we may, without prior notice, place a hold on the funds in your Orange Everyday up to the total amount of the Mistaken Internet Payment. Once we notify you of the Mistaken Internet Payment, you will have 10 Business Days to provide evidence that you are entitled to the funds. If, at the end of 10 Business Days, we are not satisfied that you are entitled to the funds, then we will debit funds up to the total amount of the Mistaken Internet Payment from your Orange Everyday and return it to the other financial institution.
- **Reported by the other person after 7 months of making the payment:** If you have sufficient funds in your Orange Everyday, we will contact you to discuss the return of funds. If you provide consent to return the funds then we will debit the funds up to the total amount of the Mistaken Internet Payment and return it to the other financial institution.
- **Reported by the other person at any time but we aren't satisfied that a Mistaken Internet Payment occurred:** If we receive a written request from another financial institution for the return of funds deposited into your Orange Everyday on the basis that the funds were deposited as a result of a Mistaken Internet Payment, but based on our own investigations we are not reasonably satisfied that the funds deposited into your Orange Everyday were deposited as a result of a Mistaken Internet Payment, then we may contact you to discuss the return of funds. If you



provide consent to return the funds then we will debit the funds up to the total amount of the payment and return it to the other financial institution.

- **Reported by the other person at any time but the account does not hold sufficient funds:**

To the extent that the balance of your Orange Everyday is less than the value of the funds deposited as a result of the Mistaken Internet Payment, we will exercise our discretion consistently with the ePayments Code, in deciding whether we should:

- pursue the return of funds to the total value of the Mistaken Internet Payment;
- pursue the return of funds representing only a partial amount of the total value of the Mistaken Internet Payment; or
- not pursue any return of funds (whether partial or total).

If we decide to return the funds to the total value of the Mistaken Internet Payment, we will use reasonable endeavours to retrieve the funds from you (which may include arranging for the repayment of the funds by instalments). You should inform us as soon as possible if you are in financial difficulty.

- **When recovering funds for a Mistaken Internet Payment, we'll comply with any applicable requirements of the Code of Operation:**

Recovery of Debts from Customer Nominated Bank Accounts in receipt of Services Australia income support payments or Department of Veterans' Affairs payments.

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## **Misdirected Payments received from another financial institution**

You acknowledge and agree that we may, without notice, debit funds from your Orange Everyday, if:

- we receive a written request from another financial institution for the return of funds



deposited into your Orange Everyday on the basis that the funds were deposited as a result of a Misdirected Payment; and

- based on our own investigations we are reasonably satisfied that the funds deposited into your Orange Everyday were deposited as a result of a Misdirected Payment.

To resolve the Misdirected Payment, we will debit funds up to the total amount of the Misdirected Payment from your Orange Everyday and return it to the requesting financial institution. If the balance of your Orange Everyday is less than the value of the funds deposited as a result of the Misdirected Payment, the remaining credit balance of your Orange Everyday will be debited and paid to the requesting financial institution.

When recovering funds for a Misdirected Payment, we'll comply with any applicable requirements of the Code of Operation: Recovery of Debts from Customer Nominated Bank Accounts in receipt of Services Australia income support payments or Department of Veterans' Affairs payments.

You acknowledge and agree that we may, without

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## **Unauthorised, illegal or fraudulent funds received from another financial institution**

notice, debit funds from your Orange Everyday, if:

- we receive a written request from another financial institution for the return of funds deposited into your Orange Everyday on the basis that the funds were deposited as a result of, or in connection with, any unauthorised, illegal or fraudulent activity, and
- based on our own investigations we are reasonably satisfied that the funds deposited into your Orange Everyday were deposited as a result of, or in connection with, any unauthorised, illegal or fraudulent activity.



To the extent that the credit balance of your Orange Everyday is less than the value of the funds deposited as a result of, or in connection with, any unauthorised, illegal or fraudulent activity, the remaining credit balance of your Orange Everyday will be debited and paid to the requesting financial institution.



# 7.

## Putting the brakes on.

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

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

Sometimes we need to put a stop or freeze on your Orange Everyday, place a hold on or cancel your card or delay certain transactions. 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.

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### What is a stop, freeze or delay?

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

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

- you don't provide additional information to verify your identity or source of funds as requested by us;
- you don't provide us with information we request regarding your Foreign Tax Residency Status;



- you don't select a new Access Code or PIN when asked to do so (see "Your security and Codes" on page 52);
- you haven't provided us with your mandatory security details;
- we know or suspect that your Codes or Debit Card are no longer secure and confidential (see "Your security and Codes" on page 52);
- we reasonably suspect that your Orange Everyday, Debit Card, Interactive Service or any other ING account that you hold is being used unlawfully, or in connection with possible fraud or scam activity, or in any way that might otherwise cause you or us to lose money;
- we've received returned mail because you haven't given us a change of contact details (see "Notices and return mail" on page 88);
- you haven't made a withdrawal from, or deposit to, your Orange Everyday for 6 months or more;
- you have not conducted your Orange Everyday in a manner we reasonably determine to be satisfactory (including where we reasonably suspect that your Orange Everyday is being used to cause harm to you or another person), or for any other reason we reasonably consider appropriate having regard to our legitimate business interests and/or the regulatory or reputational risk associated with not placing a stop or freeze on your Orange Everyday (or not delaying certain transactions) as relevant;
- you have lost or misused any Enhanced Security Measures that we have provided you with;
- we're required to do so by court order or to comply with any relevant laws, including Anti-Money Laundering or Sanctions Laws;
- we're required to do so to comply with any direction or instruction from a government body or agency, such as the Australian Taxation Office or ASIC;
- you die;



- we reasonably determine that you have used your Orange Everyday for business purposes;
- we reasonably believe that not placing a stop or freeze on your Orange Everyday (or not delaying certain transactions) would cause us to breach a relevant law or court order or would represent an unacceptable level of risk for us due to the following:
  - we reasonably believe that you have migrated to a country, or your Orange Everyday has received funds from or funds from your Orange Everyday have been sent to a country, that we determine is ‘ultra high risk’ given our obligations under Anti-Money Laundering and Counter-Terrorism Financing Laws and Sanctions Laws in respect of the services we provide (for information on relevant countries, please contact us);
  - you fail to provide any information or document to us that we have requested for the purpose of our compliance with a relevant law (including Foreign Tax Residency Status self certification or any details necessary for us to verify your identity in accordance with Anti-Money Laundering and Counter-Terrorism Financing Laws) and Sanctions Laws; or
  - we reasonably form the view that you are ‘high risk’ given our obligations under Anti-Money Laundering and Counter-Terrorism Financing Laws and Sanctions Laws, having regard to our obligation to consider the risks posed by your Foreign Tax Residency Status (including where you don’t provide us with information we request regarding your Foreign Tax Residency Status); your sources of funds and wealth; your business or employment; the country/ies in which you reside; the services we provide to you and the method through which you access those services; and/ or your status as a Politically Exposed Person; or
- you access any bonuses or credits 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 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.

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## Your Debit Card

We may place a hold on or cancel your Debit Card if:

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

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

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## How your Orange Everyday may be closed

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

In most situations, eligible Orange Everyday accounts can be closed via internet banking at [ing.com.au](https://www.ing.com.au) or via the mobile banking application – you can do this by navigating to 'Close this account'. If you are unable to close your account online, you can call a Customer Care Specialist or send us a message through internet banking or the mobile banking application.



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

If the account holder passes away, your Attorney, executor, or administrator should contact us so we can advise what documents need to be completed. If one joint account holder passes away, we treat the balance of the Orange Everyday as belonging to the living account holder. We may close your Orange Everyday by giving you 7 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;
- you don't provide us with information we request regarding your Foreign Tax Residency Status;
- we reasonably suspect that your Orange Everyday, Debit Card, Interactive Service or any other ING account that you hold is being used unlawfully, or in connection with possible fraud or scam activity, or in any way that might otherwise cause you or us to lose money;
- 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 6 months;
- for an Orange Everyday, 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;
- we reasonably determine that you have used your Orange Everyday for business purposes;
- we reasonably believe that keeping your Orange Everyday open (or processing certain transactions) would cause us to breach a relevant law or court order or would represent an unacceptable level of risk for us due to the following:
  - we reasonably believe that you have migrated to a country, or your Orange Everyday has received funds from or funds from your Orange Everyday have been sent to a country, that we determine is 'ultra high risk' given our obligations under Anti-Money Laundering and Counter-Terrorism Financing Laws and Sanctions Laws in respect of the services we provide (for information on relevant countries, please contact us);
  - you fail to provide any information or document to us that we have requested for the purpose of our compliance with a relevant law (including Foreign Tax Residency Status self certification or any details necessary for us to verify your identity in accordance with Anti-Money Laundering and Counter-Terrorism Financing Laws) and Sanctions Laws; or
  - we reasonably form the view that you are 'high risk' given our obligations under Anti-Money Laundering and Counter-Terrorism Financing Laws and Sanctions Laws, having regard to our obligation to consider the risks posed by your Foreign Tax Residency Status (including where you don't provide us with information we request regarding your Foreign Tax Residency Status); your sources of funds and wealth; your business or employment; the country/ies in which you reside; the services we provide



to you and the method through which you access those services; and/or your status as a Politically Exposed Person; or

- you have not conducted your Orange Everyday in a manner we reasonably determine to be satisfactory (including where we reasonably suspect that your Orange Everyday is being used to cause harm to you or another person), or for any other reason we reasonably consider appropriate to close the Orange Everyday having regard to our legitimate business interests and/or the regulatory or reputational risk associated with not closing your Orange Everyday.

You can also elect to close your Orange Everyday at any time by calling a Customer Care Specialist and requesting that the account be closed or by withdrawing all funds in your Orange Everyday. Before an 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 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 physical 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 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, credits or rewards, 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 the Account Terms will continue to apply (unless otherwise stated) 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 in your possession; or
- owe any debt or have any other liability to us.

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

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

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

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## **Suspension of the Interactive Service**

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

We can terminate your access to any Interactive Service at any time, however you can still access your Orange Everyday by calling us on 133 464.



# 8.

## Things change.

### Change to conditions

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

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

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## We may change these conditions

### When things may change

We may change any of the Account Terms for the Orange Everyday 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, external dispute resolution scheme 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;
- to make them clearer.



If you are unhappy with any change we make, you may close your Orange Everyday (see “How your Orange Everyday may be closed” page 81).

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## We'll give you notice of any changes

### When we'll tell you about a change

We'll give you at least **30 days prior notice** (longer if required by legislation or any other code of conduct we subscribe to) of any changes to your Orange Everyday that:

- increases or introduces a new fee or charge;
- introduces, removes or varies the daily or periodic transaction limits;
- introduces or varies bank fees or charges on your Orange Everyday; or
- any change that we believe is unfavourable to you.

We will give you notice of other changes **as soon as reasonably possible**.

In some circumstances, we may give you **less notice** or **no notice** of a change (including an unfavourable change) if:

- a government charge is introduced or varied, and it's not advertised by a government, government agency or representative body; or
- it is reasonable for us to manage a material and/or immediate risk.

### How we'll tell you about the change

We may give you notice of any changes in writing (including electronically) or by advertising in the national or local media.

We may provide notice electronically, including:

- by email; or
- publishing the notice on the mobile banking application and/or on our website - in which case we will send you a communication that directs you to the notice.



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 Debit Card without advance notice. This is subject to satisfying applicable legislative requirements.

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## 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.

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## Change of Foreign Tax Residency Status

If you believe that there has been a change to your Foreign Tax Residency Status, you need to let us know within 30 days.

We may require you to provide additional information, documentation and certification regarding your Foreign Tax Residency Status. If you don't provide any information we reasonably request by the time we require it, we may seek the information from a third party or close your Orange Everyday or place a freeze or stop on your Orange Everyday (or delay certain transactions).



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## Notices and return mail

In some cases, we may send notices to your mailing address instead of electronically. For security reasons, we may send some confidential information to your residential address.

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 "What is a stop, freeze or delay?" on page 77).



# 9.

## This is no time for decaf.

### Other important banking information

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

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

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### 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.

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### The Banking Code of Practice

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



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## The ePayments Code

ING will comply with the ePayments Code as it applies to your dealings with ING. We have done our best to ensure that this Terms and Conditions booklet is consistent with the ePayments Code. However, if there is any difference, the processes and requirements in the ePayments Code will apply. This Code applies to electronic transactions on your Orange Everyday that are initiated through an Interactive Service or with your Debit Card.

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## BPAY Scheme

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

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## Privacy and confidentiality

At ING we recognise that privacy and security of personal information is important to our customers. We respect the confidentiality and security of your personal information and we are committed to protecting it at all times.

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

For more information on our commitment to privacy, please see the Privacy Statement on page 92, visit the 'Privacy' page on our website at [ing.com.au/privacy](http://ing.com.au/privacy).



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## 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.

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## 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 [www.fcs.gov.au](http://www.fcs.gov.au).



# 10. Privacy.

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.

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## Privacy Statement

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

By accepting the terms and conditions of your ING account you consent to our collection, handling, use and disclosure of your personal information as described in this Privacy Statement. This Privacy Statement provides information about our collection of your personal information. ING's Privacy Policy should be read in conjunction with this Privacy Statement. It contains further details about our information collection and handling practices including information about:

- other ways we may collect, use or exchange your information;
- how you may exercise your rights to access and seek correction of your information;
- how to make a complaint about a breach of your privacy rights or about the way we handle your information; and
- our complaint handling procedures.

You can also review the ING Privacy Policy on our website or request a copy by either calling or writing to us.



## ■ Collection of your personal information

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

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

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

Sensitive personal information is personal information relating to your health, ethnicity, religious or political beliefs, genetic or biometric data. We may collect your sensitive personal information if we have your explicit consent or when we are required to do so by applicable local laws and regulations such as the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) (AML Laws).

We'll also need to collect personal information necessary to comply with Australian and global legal or regulatory requirements that have extraterritorial application to ING or the ING Group, including to identify customers under the AML Laws, determine and report in respect of your Foreign Tax Residency Status.

## ■ Use and disclosure of your personal information

The general rule is that we will not use or disclose your personal information other than for the purposes stated at the time of the collection. If we want to use your personal information for



another purpose, we will seek further consent from you, unless that other purpose is related to one of the original purposes of collection and you would reasonably expect us to use your personal information for that other purpose.

We may use your biometric information such as face or fingerprints for authentication and/or verification purposes such as ID document verification, identity authentication or for access to mobile apps. Before collecting your information we will provide you with specific information about the process and request your prior consent before processing your biometric information.

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

### **1. Other financial institutions**

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

### **2. Other organisations**

Other ING Group entities and third parties, such as:

- ING Group entities in order to service other products you may have within the Group and portfolio analysis;
- ING Group entities located in the countries specified on our website for account administration, transactional or security purposes (if those ING Group entities provide services to ING) or to comply with Australian and global regulatory requirements that apply to us or the ING Group;
- government bodies and agencies, such as the Australian Taxation Office, in order to satisfy legal and regulatory requirements;



- any person acting on your behalf including your financial adviser, power of attorney, solicitor or accountant;
- your referee(s);
- your guarantor(s);
- any person who introduces you to us, including mortgage intermediaries, financial advisers and agents;
- organisations undertaking reviews of the integrity of our operations, including the accuracy and completeness of our information;
- any third party product and service supplier that we have an arrangement with (so that either us or they may provide you with the product or service you have requested or in which you have expressed an interest);
- our solicitors, valuers and insurers (for loan products);
- credit reporting or information verification bodies (or their affiliated entities) in order to obtain and provide details about your credit history or status, to verify other information about you including your identity, to carry out your request to correct your credit information or to resolve your complaint about the handling, use or disclosure of your credit information. We may also disclose your biometric data such as face or fingerprints for authentication and/or verification purposes such as ID document verification or identity authentication;
- organisations involved in securitisation arrangements. These organisations include trustees of those arrangements, investors and their advisers;
- organisations which perform services or functions on our behalf (including mailing services, document storage services, direct marketing, data verification services, information technology support and printing our standard documents and correspondence);
- organisations undertaking compliance reviews of financial advisers or mortgage intermediaries;



- organisations providing any of trustee, administration, custodial, insurance, broker and share trading and financial planning advice services in relation to superannuation.

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

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

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

## ■ Marketing

We, or other ING Group entities, may provide you with further information about ING branded products and services, and other product and services issued by ING Group entities or third parties (“promotional information”), 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 promotional information. You may elect not to receive further promotional information 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 Data Protection Officer at GPO Box 4094, Sydney NSW 2001. Please



note that requests for access to your personal information may only be made by you and we will require you to verify your identity to our reasonable satisfaction.

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

## ■ **Updating your personal information**

Although we take reasonable steps to ensure that your personal information is accurate, up-to-date, complete, relevant and not misleading, we primarily rely on the accuracy of information that you supply to us. If any of your personal information is incorrect, has changed or requires updating, please assist by either:

- updating your details in online banking or our mobile banking application (for example, by selecting “Settings” and then selecting “Contact Details”); or
- contacting us by phone with your Client Number ready.

## ■ **Complaints**

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

## ■ **Data security**

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

If we no longer require your personal information for a purpose, for example, to manage your financial product or provide you with a financial service, then we will take reasonable steps to securely destroy it or permanently remove all identifying features from that information.



## ■ Use of internet cookies

ING may use cookies to assist you in accessing information on our websites which is of interest and relevance to you. Cookies are a way of storing information on your computer so you do not have to enter the same data every time you access our sites - for instance, your email address. We may also use cookies to capture general information about how you have found our website, or to track the number of visitors to a site, but we do not store any of your personal details when we do this.

## ■ How to contact us

If you have any further questions about privacy at ING please contact us by:

- calling 133 464
- emailing [privacyaccessrequests.au@ing.com](mailto:privacyaccessrequests.au@ing.com)
- writing to:  
ING Data Protection Officer  
GPO Box 4094  
Sydney NSW 2001

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



# 11.

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

### We welcome feedback, and resolving concerns

- What to do if you have a concern
- Who else to contact

We are committed to efficient, and fair treatment of our customers, particularly if something goes wrong. We welcome your feedback, and want to know straight away if we haven't met your expectations, you suspect an error, you have concerns about your products or services or we can improve our service to you in any way.

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## What to do if you have a concern

Please call us straight away on 133 464 or visit [ing.com.au/contactus](http://ing.com.au/contactus) (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.

### ■ Make a complaint or provide feedback

Your first point of contact for raising complaints and feedback is our customer complaints team. They will attempt to address your concerns and resolve your dispute.

- **You can email us**  
[customer.complaints.au@ing.com](mailto:customer.complaints.au@ing.com)



- **You can call us**  
Call 133 464 or if you're overseas please see the toll free numbers on [ing.com.au/contactus](http://ing.com.au/contactus)
- **Or write to us**  
ING - Complaints Resolution  
GPO Box 4094  
Sydney NSW 2001

## ■ Concerns regarding your Debit Card

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

Note that we can only claim a chargeback if:

- you press ‘Credit’ in store, or transact online, over the phone or overseas; or
- in the case of a recurring payment arrangement with the Merchant, the payments are processed via the Visa Scheme as a ‘Credit’ transaction.

BPAY payments made on your 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 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 upon assessment, via email.

If you believe a transaction wasn't authorised log into online banking, select the relevant account from the "Accounts" menu, select the suspicious transaction in the transactions list, and select 'Dispute transaction'. Alternatively, you can dispute a transaction by calling us.

**NOTE:** If your transaction dispute relates to if an unauthorised transaction that was processed more than once, or an ATM issue, you will need to call us.

## ■ Concerns regarding BPAY

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

- information about your Orange Everyday 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.

## ■ Concerns regarding PayTo

If you believe funds have been deducted against your PayTo Payment Agreement in error, you can contact us for assistance in attempting to recover the funds from the Merchant's bank.



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## Who else to contact

- **Australian Financial Complaints Authority (AFCA)**

In the event that your complaint can't be resolved directly with ING, you can lodge a complaint with the Australian Financial Complaints Authority (**AFCA**). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Australian Financial Complaints Authority

**Phone:** 1800 931 678 (free call)

**Online:** [www.afca.org.au](http://www.afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Post:** Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

- **Customer advocacy at ING**

At ING, we want your experience with us to be positive – and that means addressing any issues you may have quickly and effectively. With this in mind, ING has appointed a Customer Advocate to oversee and improve the complaints resolution process, making sure customers get a fair investigation and response.

Our Customer advocacy charter can be found at:  
[ing.com.au/pdf/customer\\_advocate\\_charter.pdf](http://ing.com.au/pdf/customer_advocate_charter.pdf)

- **Contact our Customer Advocate**

**Email:** [customer.advocate.au@ing.com](mailto:customer.advocate.au@ing.com)

You can find more information on ING's complaints policy and process, including response timeframes which is available at:  
[ing.com.au/contact-us/complaints-disputes](http://ing.com.au/contact-us/complaints-disputes)

**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. For contact hours, please visit [ing.com.au](http://ing.com.au)**





do your thing

## Get in touch

### Visit

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

### Call

133 464

Alternatively you can send mail to  
GPO Box 4094  
Sydney NSW 2001

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