

You must safeguard your ID Code. For instance you must:

- memorise your ID Code;
- not write down or record your ID Code;
- not disclose your ID Code to anyone (including Police, Bank staff or your family);
- take care to ensure that no-one can see you enter your ID Code;
- ensure any authorised signatories on your account keep their own ID Codes secure; and
- report the disclosure or possible disclosure of your ID Code as soon as you are aware or suspect your ID Code has been disclosed.

In addition, you should consider using a different ID Code for different accounts.

- ASB will endeavour to effect any FastPhone bill payments without any responsibility or liability for any inaccuracy, refusal or omission to make all or any of the payments or for late payment or for any omission to follow any such instruction. Further, ASB accepts no responsibility or liability for the accuracy of the information contained in the bill payment information authority or for failure to transmit bill payment information in the manner requested.
- ASB may determine the order of priority in which authorised bill payments are made, may stop or alter the bill payment without notice, and shall have no responsibility to ensure funds are available, nor in the absence of any funds, have any obligation to make payment.
- All bill payments made in good faith will remain in full force and effect notwithstanding your death or bankruptcy or any other revocation until written notice of your death or bankruptcy or such revocation is received by ASB.
- In the event of a bill payment not being provided for on due date, ASB need not be concerned any further with the bill payment for that period which will then become your responsibility.
- ASB is authorised to advise the payee of your recorded address if requested by the payee in respect of a payment to the payee.
- All current Bank charges for this service in force from time to time are to be debited to your nominated account.
- ASB may stop, suspend or alter your access to FastPhone. Reasonable notice shall be given to you, although ASB reserves the right not to do so where circumstances dictate that it is impractical or imprudent to do so.
- ASB is irrevocably authorised to act on all instructions given using your ID Code, without taking any further steps to authenticate the instructions.
- ASB is not liable for any loss arising from any unavailability or unauthorised use of FastPhone, except where loss results directly from our negligence.

Your signed authority will continue to operate until we are notified otherwise in writing. FastPhone can be cancelled by completing the appropriate form at any branch. The cancellation is effective immediately.

## 16. Liability for Loss of Card, PIN or ID Code FastPhone

**Maximum Liability: you acknowledge and agree that you are liable to ASB for all Card transactions (including cash advances from credit cards that can be accessed via your Card) made by any person using the Card in conjunction with the PIN or your five-digit FastPhone identification Code (ID Code). You may also be liable for some or all loss from unauthorised transactions if you have not complied with these Terms and Conditions or you have contributed to or caused that loss by, for example (but not limited to):**

- selecting unsuitable PINs or ID Codes;
- failing to reasonably safeguard your Card;
- keeping written or electronic records of your PIN or ID Code;
- parting with your Card and/or disclosing your PIN or ID Code to any other person;
- failing to take all reasonable steps to prevent disclosure to any person when keying-in your PIN or ID Code; or
- unreasonably delaying notification to us of the loss or theft of your

Card, or of the actual or possible disclosure to any other person of your PIN or ID Code.

If any of these apply, your maximum liability will be the lesser of:

- the actual loss at time of notification; or
- the maximum amount that you would have been entitled to withdraw from your account between the time your Card is lost/stolen and the time you notified us.

**If your Card gives you access to an account with a credit facility (for example a credit card or a revolving credit facility), failure to look after your Card or any associated PIN or ID Code could result in a substantial loss for which you could be held responsible.**

## 17. Notification of Loss

When your Card is lost, stolen or mislaid or you believe that another person has used the Card or gained knowledge of your PIN or ID Code then you must:

- immediately notify a branch of ASB or Contact Centre of the loss and give all relevant information; or
- If the loss of the Card occurs outside normal banking hours immediately notify Contact Centre by telephone on 0800 803 804 or if outside New Zealand telephone +64 9 306 3000 (collect); and
- Confirm any telephone notification of loss in writing within 7 days to ASB.

Upon receipt of advice of loss of the Card or disclosure of the PIN or ID Code, ASB may pass on all relevant information to the Police.

## 18. Limitation of Liability

Provided that you have at all times acted in accordance with these Terms and Conditions and you have not acted fraudulently or negligently or contributed to or caused losses by unauthorised use, you will only be liable for the amount of loss that occurred before notification to ASB, that is the lesser of:

- \$50; or
- the actual loss at the time of notification; or
- the maximum amount you would have been able to have access to over the relevant period prior to the notification, calculated in accordance with the daily transaction limit; or
- the total credit available from your account.

If you have promptly reported the loss or theft of your Card or the possible disclosure of your PIN or ID Code and provided that you have at all times acted in accordance with these Terms and Conditions, you will not be liable for loss occurring after notification, unless you have acted fraudulently or negligently.

## 19. Contributed Loss

If you have not acted fraudulently or negligently but have contributed to or caused losses from unauthorised transactions, you may be liable for some or all of the actual losses occurring before notification to ASB, except for:

- that portion of the total losses incurred on any one day that exceeds the transaction limit applicable to your card or account(s);
- that portion of the total losses incurred that exceeds the balance of your account(s), including any prearranged limit;
- that portion of the total losses arising from fraudulent or negligent conduct by our employees or agents or parties involved in the provision of electronic banking services;
- that portion of the total losses incurred as a result of faults that occur in machines, Card or systems used, unless the faults are obvious or advised by message or notice on display;
- unauthorised transactions before you have received your Card or PIN or ID Code; and

any other unauthorised transaction where it is clear that you could not have contributed to the loss that portion of the total losses incurred on any one day that exceeds the transaction limit applicable to your card or account(s).

## 20. Top-Up Prepaid/Prepay Mobile Phone Accounts ("Top-Ups")

Where this facility is available you can top-up your mobile phone account using funds from a nominated ASB account. This facility is only available using ASB ATMs, ASB FastCash Cards and Cashflow Cards (credit cards are excluded) and with mobile phone service providers authorised by ASB. Standard transaction charges apply. ASB will receive a rebate from your mobile phone service provider for top-up services provided through ASB ATMs.

## 21. Amendment To Conditions

The Conditions may be altered at any time by ASB. When informing you of a variation to these Terms and Conditions, including changes to fees and charges, we will:

- give at least 14 days notice of such variation; and
- communicate such changes, either by direct communication or display in all branches or by notice in the media (including public notices).

Should ASB increase your liability for losses relating to transactions you will be advised of the variation by way of at least 14 days notice in writing by ASB to your last known address.

## Tips to keep your Card safe.

- Never tell anyone (including police, Bank staff or your family) your four-digit Personal Identification Number (PIN).
- Don't give your Card(s) to anyone (including the Police, Bank staff or your family).
- Don't write your PIN down or record it anywhere. Remembering it is best.
- Make sure no-one can see you enter your PIN at ATMs or when using EFTPOS.
- Don't have a PIN that's easy to guess, like your birthday, car license plate number or gym locker number.
- Think about using a different PIN for different cards.
- Take care of your Card(s). Don't leave your Card(s) in an unattended wallet, purse or vehicle or anywhere where a thief could take your Card(s) without being noticed (particularly in nightclubs, hotels or restaurants).
- Sign your Card(s) as soon as you get it.
- Remember to take your Card(s) back after using it.
- Tell us if you change your address, so we can send off replacement Card(s) to the right place.
- Report the loss or theft of your Card(s) or, if you think someone's figured out your PIN, as soon as you are aware.
- Do not let anyone else use your Card(s).

## Keep in touch

- Drop in to any ASB branch
- Call 0800 803 804
- Visit [asb.co.nz](http://asb.co.nz)
- Visit us at [facebook.com/asbbank](https://facebook.com/asbbank)
- Follow us on [twitter.com/asbbank](https://twitter.com/asbbank)

FastCash cards  
and FastPhone  
Terms & Conditions.



**ASB**  
Creating Futures

# Here are some important things you need to know.

**FastCash Cards or Cashflow Cards can only be issued on accounts where only one authorised signatory is required to operate the account. These Terms and Conditions apply to both ASB FastCash Cards and Cashflow Cards.**

## 1. Funds Access

As the holder of an ASB FastCash Card or Cashflow Card (“the Card”) you have access to a wide range of electronic banking services. These services include the ability to make cash withdrawals, deposits, check your account balances, transfer funds between your accounts (including your credit card), order cheque books and monthly statements at Automatic Teller Machines (ATMs) within ASB’s approved network, top-up your prepaid/prepay mobile phone account at ASB ATMs, make transactions at EFTPOS terminals, and access FastPhone, ASB’s telephone banking service.

**To fully enjoy these services it is important that you carefully read these TERMS AND CONDITIONS OF USE FOR ASB FASTCASH CARDS, CASHFLOW CARDS AND FASTPHONE (“Terms and Conditions”) as they explain how, when, where, for what, and by whom the FastCash or Cashflow Card may be used. These Terms and Conditions form the contract between you, the Cardholder and ASB and you acknowledge and accept them upon signing or using your ASB FastCash or Cashflow Card.**

## 2. The Card

We will issue a Card only on instruction from the customer responsible for the account. We must be satisfied about your identity before allowing a Card to be issued on your account. Upon receipt of your Card you must sign it immediately, and keep it in your possession for your sole use. ASB owns the Card, and can retain it, amend or cancel its use at any time. Please note however, you have the responsibility for safeguarding your Card.

## 3. Personal Identification Number - PIN

It is necessary for you to select a personal identification number (PIN) before you can use your Card. The PIN selected is your “electronic signature” and must remain confidential to you alone.

If the PIN is not selected by you in person, the PIN will be provided separately from any Card with which it is to be used. If the PIN is selected by you personally, we must be satisfied about your identity before allowing the Card and/or PIN to be issued.

The PIN you select must not be unsuitable. Unsuitable PIN’s include:

- birth dates, months or years;
- sequential numbers (e.g. 3456);
- number combinations that may be easily guessed (e.g. 1111);
- parts of your telephone number;
- parts of numbers in the order in which they are printed on your Cards; or
- other easily accessible personal data (e.g. drivers licence or other numbers easily connected with you).

You must safeguard your PIN. For instance you must:

- memorise your PIN;
- not write down or record your PIN anywhere;
- not disclose your PIN to anyone (including the Police, Bank staff or your family);
- take care to ensure no-one can see you enter your PIN at ATMs or when using EFTPOS;
- ensure any authorised signatories on your account keep their own PINs secure; and
- report the disclosure or possible disclosure of your PIN as soon as you are aware or suspect your PIN has been disclosed.

In addition, you should consider using a different PIN for different Cards or equipment.

## 4. Use

By using your Card and PIN in electronic transactions you authorise ASB to debit or credit your account(s) (including transfers from your ASB credit card account to your other accounts) and to top-up your prepaid/prepay mobile phone account. In these situations, these Terms and Conditions and respective ASB Terms and Conditions will apply. Each transaction carried out on the account nominated by you is subject to the authorities, conditions and charges applying at that time. Please note if you have more than one account with ASB, your Card may be used to access all of these, including credit cards. Please advise us if you do not wish your credit card to be linked to your Card.

The Card may be used at any ATM in New Zealand displaying the ASB logo, at Commonwealth Bank of Australia ATMs throughout Australia and elsewhere internationally at ATMs displaying the PLUS logo, to make cash withdrawals. Transaction fees apply, which are available upon request from any branch of ASB. The hours of use for your Card are displayed at each ATM location, and may vary from location to location.

Similarly, the hours during which your Card may be used for EFTPOS transactions may vary according to the hours that particular merchants are open for business.

**Please note that due to mechanical fault, other service breakdown or error that you may be unable to access ATMs or EFTPOS (in New Zealand or overseas). In such circumstances, ASB accepts no liability should you be unable to withdraw funds or carry out other transactions.**

## 5. Deposits

Where the facility is available you can make deposits to your own account of an amount under \$10,000 (except coinage) at an ASB ATM. All deposits will be verified as to amount by ASB with any discrepancy being amended by ASB, and advice of such discrepancy and amendment being mailed to you.

Until ASB has verified your deposit or obtained clearance of a cheque deposited in an ATM, you have no entitlement to draw against such deposits.

## 6. Withdrawals

You may make cash withdrawals from a nominated account (including credit card accounts) you have with ASB, up to the daily limit in multiples of denomination as we may choose from time to time (subject to the current available balance in your account). Please refer to our Guide to Fees brochure for applicable fees.

ASB may, at its discretion, give you at least 14 days notice in writing to your last known address limiting the maximum amount you may withdraw from any or all of your accounts during any specified period.

## 7. Overseas ATM Withdrawals

ATM cash withdrawals made overseas using your Card through ATMs displaying the PLUS logo or through a Commonwealth Bank of Australia ATM are charged a fee referred to as an “Overseas ATM Fee”. The Overseas ATM Fee is subject to change on 14 days notice.

All cash withdrawals made at an overseas ATM using your Card will either first be converted into US dollars and then into New Zealand dollars or converted directly from the currency in which the cash withdrawal was made into New Zealand dollars. The exchange rate used to convert the cash withdrawal will either be an exchange rate selected by Visa where the cash withdrawal is made using the PLUS network, or by ASB where the cash withdrawal is made using a Commonwealth Bank of Australia ATM, from within a range of wholesale exchange rates available or, if applicable, the government-mandated rate (“Conversion Rate”). In either case the Conversion Rate will be selected on the date that Visa or ASB (as the case may be) converts the currency on the overseas cash withdrawal, which may differ from the date on which the overseas cash withdrawal itself occurred.

The Conversion Rate may not be the same exchange rate as that which Visa or ASB (as the case may be) received.

Once the overseas cash withdrawal has been converted into New Zealand dollars, excluding those withdrawals made using Commonwealth Bank of Australia ATMs, ASB adds a charge to the converted New Zealand dollar amount. This charge includes a charge imposed on ASB by Visa and passed on to you (“Visa International Service Assessment”) plus an ASB Margin. Together these two charges comprise the “Offshore Service Margins”. For overseas cash withdrawals made using Commonwealth Bank of Australia ATMs a charge is added to the converted New Zealand dollar amount by ASB (“ASB Retail Exchange Margin”). The Offshore Service Margins and the ASB Retail Exchange Margin are subject to change on 14 days notice. Please refer to ASB’s Guide to Fees brochures for the current Offshore Service Margins and ASB Retail Exchange Margin. A copy of an ASB Guide to Fees brochure current at the time you receive these Conditions of Use will be provided to you when you receive your Card. The converted amount and the Offshore Service Margins or ASB Retail Exchange Margin will be debited from your nominated ASB account and will be detailed on your statement.

The use of your Card overseas may be subject to exchange controls or other government requirements and may result in your overseas cash withdrawals being subject to customs duties and taxes. All such charges are your responsibility.

## 8. Electronic Funds Transfer At Point Of Sale (EFTPOS) Transactions

You may perform EFTPOS transactions through electronic terminals at participating New Zealand merchants to pay for goods and services, up to your daily limit. At the merchant’s discretion, you may make cash withdrawals via the electronic transfer of funds from your nominated account.

Any dispute you may have in respect to either acceptance of the Card, or in relation to the goods or services purchased, shall be resolved between you and the merchant and shall be of no concern to ASB. Such dispute will not relieve you of liability for payment of any amount due to ASB. You should therefore, exercise some care when paying for goods and services and consider the standing of the company or entity you are doing business with.

We will encourage third parties to maximise your PIN security. For EFTPOS or ATM facilities on our own premises, we will ensure that new and replacement equipment is of a type that maximises your PIN security.

## 9. Card ATM and EFTPOS Daily Limits

Subject to the current balance available in your account and any lower maximum withdrawal amount we may allow on your account, you may withdraw up to \$2000 cash per day, via ATMs or EFTPOS, and up to \$5000 per day to purchase goods and services using EFTPOS. Daily limits are subject to change.

## 10. Bank Charges

Your first Card is issued by ASB without charge. ASB may at any time institute a standard charge in respect of your Card for any statutory duty, levy or charge payable on transactions made using the Card.

## 11. Replacement Cards

ASB will replace any lost, stolen or damaged Card at your request. A fee may be charged for the replacement Card. Such replacement Card will be subject to these Terms and Conditions as if it were the original Card. However, should your Card be lost, stolen or damaged overseas, ASB may not issue a replacement Card until you return to New Zealand. Should this occur, please contact the ASB Contact Centre on +64 9 306 3000 (collect) to discuss suitable alternatives.

## 12. Disputed Transaction

If you believe there has been a Bank mistake or funds have been lost or there is a Bank error in a transaction, you should immediately contact a branch of ASB and provide the following information:

- Name
- Card number
- Account number
- Date and time of transaction

Amount of the loss or disputed transaction and such other information as may be reasonably required.

ASB will investigate the complaint and report back to you within 30 days. If the investigation is not completed within this time, you will be advised of the delay and the reasons for it.

If it is established a Bank error did occur, ASB will promptly correct the error and adjust any fees or charges that may have occurred as a result.

We will assist you if you encounter any difficulties with another participating bank’s ATM and cannot resolve them with the participating bank that owns the ATM.

If you are not satisfied with the results of ASB’s investigation you may refer your complaint to the Office of the Banking Ombudsman, phone 0800 805 950. ASB will assist by supplying all necessary details of the complaint. Any merchant errors must be resolved between you and the merchant and shall be of no concern to ASB.

## 13. Termination of Agreement

This agreement may be terminated by the return of your Card to ASB. It may also be terminated by ASB cancelling or retaining the Card or refusing to replace the Card.

You remain responsible for any transactions, fees, interest, collection charges and penalties incurred on your Card up to and including the date of termination until all monies outstanding have been paid in full.

## 14. FastPhone

Your Card allows you access to FastPhone, ASB’s fully automated telephone banking service, which is available 24 hours a day, 7 days a week, every week of the year, from your home, office, or from any touch-tone phone worldwide. You must however, apply for FastPhone before you can access it.

By using the number imprinted on your Card, a five-digit identification code number (ID Code), and a touch-tone telephone you can obtain your account and ASB credit card balances, transfer funds between your accounts (including credit cards) order cheque books, deposit books, and monthly statements, receive financial information, find out the 10 most recent transactions since the last statement of your accounts, and have the ability to pay your bills from a nominated account.

The use of your Card number and the ID Code is your authority to ASB to process your FastPhone transactions on your account with the Bank, and for ASB to debit all bank charges to the account specified by you.

## 15. FastPhone Conditions

It will be necessary for you to select an ID Code to access FastPhone. The ID Code selected is your “electronic signature” and must remain confidential to you alone. The ID Code you select must not be unsuitable. Unsuitable ID Codes include:

- birth dates, months or years;
- sequential numbers (e.g. 34567);
- number combinations that may be easily guessed (e.g. 11111);
- parts of your telephone number;
- parts of numbers in the order in which they are printed on your Cards; or
- other easily accessible personal data (e.g. drivers licence or numbers easily connected with you).