

## Acceptance of Conditions of Use

These are the conditions of an agreement between us, ASB Bank Limited, ASB Bank Centre, 135 Albert Street, PO Box 35, Shortland Street, Auckland 1140 and you. You agree to be bound by these Conditions of Use by signing or using your Card.

### 1. Definitions

In these Conditions of Use the words and phrases referred to below are defined as follows:

“**Accounts**” means your nominated ASB accounts which can be accessed with your Card and “**Account**” means any one of them.

“**ASB Margin**” means the margin charged by us when you use your Card to perform any Overseas Transaction other than those made using a Commonwealth Bank of Australia ATM.

“**ASB Retail Exchange Margin**” means the margin charged by us when you use your Card to perform an Overseas Transaction using a Commonwealth Bank of Australia ATM.

“**ATM**” means an Automatic Teller Machine.

“**Card**” means your Visa Debit Card issued by us under these Conditions of Use (including renewal and replacement Cards).

“**Conversion Rate**” means the exchange rate selected by Visa or us (as the case may be) from within a range of wholesale exchange rates available or, if applicable, the government-mandated rate. In either case the exchange rate will be selected on the date that Visa or we convert the currency on the Overseas Transaction, which may differ from the date on which the Overseas Transaction itself occurred.

“**EFTPOS**” means Electronic Funds Transfer at Point Of Sale.

“**Offshore Service Margins**” comprises the Visa International Services Assessment that is charged to us and passed on to you, together with the ASB Margin.

“**Overseas Transaction**” means a Transaction made in a currency other than New Zealand dollars and/or made with a merchant in a country other than New Zealand or the Cook Islands.

“**PIN**” means the Personal Identification Number which you may have selected for your Card which allows you access to Transactions through an ATM or EFTPOS terminal.

“**Transaction**” means all the transactions debited to your Accounts, such as the purchase of goods or services or cash withdrawals, and includes transactions using an ATM, teller's terminal or EFTPOS terminal, mail, telephone or remote (such as internet or e-mail) purchases, and recurring payments.

“**Visa International Service Assessment**” means the charge imposed on us by Visa and passed on to you when you use your Card to perform an Overseas Transaction other than those made using a Commonwealth Bank of Australia ATM.

“**we**”, “**us**”, “**our**,” or “**ASB**” means ASB Bank Limited.

“**you**” or “**your**” means the person(s) in whose name an Account has been opened or a holder of a Card, depending on the context.

### 2. Your Card and PIN

#### Card

2.1 We must be satisfied with your identity before we issue you with a Card.

- 2.2 You must sign your Card as soon as you receive it.
- 2.3 You must not use your Card for anything illegal, or allow anyone else to use your Card, Card number or PIN and must keep them safe from theft or fraudulent use.
- 2.4 Cards belong to us and must be returned immediately if we ask you to do so.

#### PIN

- 2.5 You will be required to have a PIN on your Card. ASB recommends PIN usage as a preferred method of verification. You will need a PIN to use your Card to access an ATM and for most Transactions. When you select your PIN, you should choose a number that you will be able to remember easily. You must not choose unsuitable numbers such as:
  - > 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 Card;
  - > other easily accessible personal data (e.g. drivers licence or any other numbers easily connected with you).

#### Keeping your Card and PIN secure

- 2.6 To protect yourself against Card fraud you should follow these tips:
  - > Do not write your PIN down anywhere. Memorise it instead.
  - > Never tell anyone (including Police, bank staff or your family) your PIN
  - > Make sure no-one can see you enter your PIN at ATMs or when using EFTPOS, or see your Card details when using a computer to shop online.
  - > Consider using a different PIN for different Cards.
  - > Take care of your Card. Do not leave your Card in an unattended vehicle, wallet or purse or anywhere where a thief could remove a Card without being noticed (for example in nightclubs, hotels or restaurants).
  - > Do not let anyone else use your Card.
  - > Always remember to take your Card back after using it.
  - > Tell us if you change your address, so replacement Cards are sent to the correct place.
  - > Report the loss or theft of your Card as soon as you're aware of it.
  - > When using your Card online ensure there is 'https' in front of the web address and that there is a padlock or other security symbol on the web page.
  - > Never email your Card number.

#### Theft, loss or misuse of your Card or PIN

- 2.7 You must contact us urgently if your Card is lost or stolen, if your Card is in the possession of another person, or your Card or PIN is misused (or you think it may be):

- > **If you are in New Zealand**, phone the ASB Contact Centre on 0800 255 382.
- > **If you are overseas**, phone the ASB Contact Centre in New Zealand collect on +64 9 306 3181. If you are unable to call the ASB Contact Centre, you must notify the nearest office of Visa.

- 2.8 You must give us any information we ask for regarding the loss, theft or misuse of your Card or PIN. We may pass this information to the Police, Visa or merchants. If we request that you lodge a formal complaint with the Police, and you do not do so, we may decline liability for any loss you suffer.
- 2.9 At your request, we will send you a replacement Card. A replacement fee may apply.

### 3. Your Account and statements

- 3.1 You will need to nominate the accounts that you would like to access with your Card. Access is not available on FastSaver, Business Saver, ASB Cash Fund, term deposit and passbook accounts. Access is limited to a maximum of three accounts. Cards can only have access to accounts where only one authorised signatory is required to operate the account.
- 3.2 Where more than one account is nominated you must nominate a default Account. All Transactions other than where "Cheque" or "Savings" is selected at the point of sale will be debited from your default account, for example, mail, telephone or remote purchases and most Overseas Transactions.
- 3.3 You must tell us if your name, telephone number or address changes at any time.
- 3.4 Your statement will be made available to you monthly unless you elect otherwise.

### 4. Transactions

#### Using Your Card

- 4.1 You may use your Card to make Transactions in New Zealand with any merchant or bank displaying the Visa symbol, and in any ATM displaying the ASB logo.
- 4.2 You may use your Card to make Transactions overseas with any merchant or bank displaying the Visa symbol, and in any ATM displaying the Visa or Visa PLUS symbol.
- 4.3 Where the top-up prepaid/prepay mobile phone accounts facility is available, you can top-up your mobile phone account using funds from a nominated ASB account. This facility is available using ASB ATMs and your Card and with mobile phone service providers authorised by us. Standard transaction charges apply. We will receive a rebate from your mobile phone service provider for top-up services provided through ASB ATMs.
- 4.4 Use of your Card constitutes an irrevocable order to us. If you initiate a Transaction with your Card by mail order, telephone order or via the Internet you are authorising the Visa merchant to process a Transaction for the purchase amount which will be debited to your Account.
- 4.5 Where a Transaction overdraws any Account, normal overdraft charges will apply. Details of these charges are available from any of our branches or by phoning 0800 803 804.
- 4.6 Once you have made a Transaction, you cannot cancel it. There are limited circumstances where we may be able to reverse a Transaction, these are subject to the Visa rules.

- 4.7 We will not be held liable if you are unable to:
- > complete a purchase using your Card; or
  - > access ATMs in New Zealand or overseas; or
  - > withdraw funds.
- 4.8 If you encounter difficulties with another New Zealand bank's ATM and cannot resolve them with that bank, we will provide assistance.

#### Using your Card overseas

- 4.9 You can use your Card to make Overseas Transactions. Overseas Transactions will either:
- > first be converted into US dollars and then into New Zealand dollars; or
  - > be converted directly from the Transaction currency into New Zealand dollars at the applicable Conversion Rate.
- 4.10 Overseas Transactions made using Commonwealth Bank of Australia ATMs will incur an ASB Retail Exchange Margin. All other Overseas Transactions will incur Offshore Service Margins. The Offshore Service Margins and the ASB Retail Exchange Margin are subject to change on 14 days notice. Please refer to the ASB Guide to Fees brochure for the current margins, a copy of which is available from any of our branches or at [www.asb.co.nz](http://www.asb.co.nz). Margins will be charged to your Account along with the total converted amount of the Transaction.
- 4.11 You may be offered the opportunity to choose to pay for goods or services at a merchant in a country other than New Zealand, in New Zealand dollars, or in the merchant's local currency, at the time of the purchase. This is called Dynamic Currency Conversion and can be applied only by agreement between you and the merchant. The rate of conversion is applied at the time the purchase is made and is determined by the merchant and the merchant's bank. We have no control over the conversion rate used or margins applied.
- 4.12 Overseas Transactions may be subject to exchange controls or other government requirements, customs duties and taxes. All such charges are your responsibility.

#### Cash withdrawals and daily limits

- 4.13 You may use your Card to make cash withdrawals from your Accounts. Subject to the available funds in your Accounts and any lower maximum withdrawal amount we may allow on your Account, your daily limits are:
- > a maximum amount of \$2,000 for withdrawals via ATMs and EFTPOS; and
  - > a maximum amount of \$5,000 for the purchase of goods and services (including any cash obtained with the purchase of goods and services).
- We may, at our discretion, and by giving you 14 days notice limit the maximum amount you may withdraw from any or all of your Accounts during any specified period.
- 4.14 If you use your Card to make withdrawals from an overseas ATM, displaying your Card symbol, different limits may apply. We have no control over these limits.
- 4.15 We may charge you a cash withdrawal fee.

## Deposits

- 4.16 You can make deposits to your own Accounts of an amount under \$10,000 (except coinage) at any ASB ATM.
- 4.17 All deposits are subject to verification by us. Only the verified amount will be credited to your Account. You will not be able to draw against such deposits until they have been verified or a cheque deposited in an ATM has been cleared.

## Pre-authorisation of Transactions

- 4.18 A bank or a merchant may obtain an authorisation to complete a Transaction. The purpose of an authorisation is to establish that there are no restrictions on the Card and that there are sufficient funds in the Account for the Transaction.
- 4.19 If the actual value of a Transaction is not known (e.g. petrol at pump, hotel/motel accommodation) a bank or a merchant may obtain an authorisation for an estimated value of the Transaction. Once authorisation is obtained, the available funds in your Account will be reduced by that authorised amount. This authorised amount will remain on your Account until a Transaction that matches the authorisation is processed, or if no matching Transaction is processed, for up to three days. This means that in some instances your available funds will be reduced by the amount of both the authorised estimated amount and the actual Transaction amount for a period of time. Where this overdraws your Account, normal overdraft charges will apply.

## 5. Disputes

### Mistakes or Discrepancies

- 5.1 You are responsible for checking your statements and advising us of any mistakes. If you think that a Transaction on your statement is incorrect you must notify us in writing within 60 days of the date the Transaction is charged to your Account, giving full details. Failure to do so within 60 days may mean we cannot reverse the Transaction.
- 5.2 We will acknowledge your notice of a disputed Transaction within 30 days of receipt and report back to you with the result of our investigation as soon as practicable. If we establish that a mistake did occur, it will be corrected and we will reimburse any related fees or charges.
- 5.3 If you are not satisfied with the result of our investigation you should contact our Customer Care Team on 0800 738 930 and request that the matter be reviewed. If you are not satisfied with the outcome of that review you may refer the dispute to the Banking Ombudsman. We will provide you with the contact details for the Banking Ombudsman.

### Disputes with merchants

- 5.4 We have no liability to you for:
- > any refusal by a merchant to accept your Card or not allow you to use it to purchase particular types of goods or services; or
  - > any defect or deficiency in the provision of goods or services acquired through the use of your Card.
- 5.5 Any dispute you have in respect of either acceptance of your Card or in relation to the quality of goods or services purchased, or where you change your mind about the goods or services, shall be resolved between you and the merchant.

- 5.6 You should exercise care and be aware of the risks of using your Card to pay for goods or services in advance of receiving them. You should consider the standing of the company or entity you are doing business with including when purchasing goods or services non face-to-face. If you agree with a merchant to have an amount debited from an Account on a regular basis, then you are liable for meeting those transaction amounts even if you close your Account.

## 6. Charges

- 6.1 We may debit your Account with fees and other charges. These charges are subject to change and full details are provided in the Guide to Fees brochure available at any branch of ASB or at [www.asb.co.nz](http://www.asb.co.nz). Charges include:
- > fees relating to the issue and use of your Card, and any related services; and
  - > any statutory duty, levy or charge payable on transactions.

## 7. Liability for payment of Transactions, fees and costs

- 7.1 You are responsible for all Transactions made with the use of your Card or Card number. You must also pay:
- > any fees and costs arising from the issue or use of any Card;
  - > any statutory duty, levy or charge incurred in relation to Transactions; and
  - > any direct costs incurred by us in investigating an unauthorised or disputed Transaction, if that unauthorised or disputed Transaction, after investigation by us, is regarded by us as being an authorised Transaction.

## 8. Liability for losses resulting from lost or stolen Cards and PINs

### Maximum liability

- 8.1 Subject to Conditions 8.3 – 8.7, you acknowledge and agree that you are liable to us for all Transactions made by any person using your Card in conjunction with a PIN.
- 8.2 If your Card gives you access to an Account with a credit facility (for example a revolving credit facility or an Account with a significant balance) failure to look after your Card and PIN could result in a substantial loss for which you could be held responsible.

### No liability for losses following notification

- 8.3 If you notify us immediately when any of the events listed below have occurred, you will have no liability to us arising from any unauthorised use of a Card, recording, or disclosure of a PIN subsequent to that notification, other than as provided for in Conditions 8.4 and 8.5. The events referred to are the following:
- > a Card is lost or mislaid; or
  - > a Card is stolen; or
  - > you know that your Card is in the possession of another person; or
  - > you believe that another person has used your Card or gained knowledge of its PIN.

### **Liability for loss contributed to by you**

- 8.4 If any loss arises from the unauthorised use of a Card, which you caused or contributed to (as explained in Condition 8.6), your liability shall be the lesser of:
- > the actual loss when we were notified; and
  - > the maximum amount that you would have been entitled to withdraw from the Account(s) between the time the Card was lost or stolen and the time we were notified.

### **Liability in the cases of fraud or negligence by you**

- 8.5 You are liable to us for all losses arising from the unauthorised use of a Card or PIN which results from your fraud or negligence.

### **Defining contribution to loss**

- 8.6 You will be treated as having caused or contributed to the loss arising from the unauthorised use of your Card if you have breached these Conditions of Use, for example (but not limited to) by:
- > selecting unsuitable PINs (see Condition 2.5); or
  - > failing to reasonably safeguard your Cards; or
  - > keeping written or electronic records of PINs; or
  - > parting with your Card and/or disclosing PINs to any other person; or
  - > failing to take all reasonable steps to prevent disclosure to any person when keying-in PINs; 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 PINs.

The amount of the potential liability is defined at Condition 8.4.

### **Other cases where you will have no liability**

- 8.7 You will not be liable to us for any loss suffered by us caused by:
- > fraudulent or negligent conduct by employees, or our agents, or parties involved in the provision of electronic banking services; or
  - > faults that occur in the machines, Cards or systems used, unless the faults are obvious or advised by message or notice on display; or
  - > unauthorised Transactions occurring before you have received your Card; or
  - > any other unauthorised Transaction where it is clear that you could not have contributed to the loss.

## **9. Our liability to you**

- 9.1 We acknowledge that regardless of what is stipulated in these Conditions of Use, we are bound by the Consumer Guarantees Act 1993. If, however, you use your Card or any other financial services provided by us for the purposes of a business, the provisions of the Consumer Guarantees Act will not apply.
- 9.2 Other than as required by law or as expressly provided in these Conditions of Use, we shall not be liable to you in respect of any loss of any nature except in respect of direct losses which may be suffered as a consequence of the failure of a Card, or associated electronic systems and which are directly attributable to our gross negligence or wilful default, or the fraudulent conduct by our employees or agents. We shall have no liability for consequential loss which you may suffer in any circumstances.

## **10. Card cancellation**

- 10.1 We may cancel or replace a Card at any time with or without notice.
- 10.2 You may cancel a Card at any time. To do this you must notify us in writing or by phone of the cancellation.
- 10.3 Following cancellation of a Card, you are responsible for destroying that Card. You remain liable for all Transactions, fees, interest or other charges incurred on your Card up to the date it is cancelled.

## **11. Changes to Conditions of Use, charges and services**

- 11.1 We may vary any or all of these Conditions of Use at any time. When informing you of a variation to these Conditions of Use, we will:
- (i) give at least 14 days notice of such variation; and
  - (ii) communicate such changes, either by direct communication, by display in all our branches or by notice in the media (including public notices).
- Changes to these Conditions of Use will also be noted on our website.
- 11.2 No prior notice of a variation will be given where the variation is to protect you or the security of the debit Card system.
- 11.3 We may change fees and charges at any time without notice. We will communicate such changes to you in accordance with Condition 11.1(ii).
- 11.4 We may at any time add to, modify or withdraw any or all of the services available in respect of your Card.

## **12. General**

- 12.1 In addition to these Conditions of Use, the use of your Card is also subject to the conditions which apply to your Account(s).