

BNZ **Flexi Debit Visa**

Terms and Conditions

24 October 2017



This document contains terms and conditions for the BNZ Flexi Debit Visa Card ('Product Terms'). These Product Terms and the other terms and conditions referred to in clause 1.1 of these Product Terms are the terms and conditions of an agreement between us, Bank of New Zealand, Level 4, 80 Queen Street, Auckland, and you. By signing or using a BNZ Flexi Debit Visa Card, you agree to be bound by these Product Terms and any other terms and conditions applying to the BNZ Flexi Debit Visa Card.

Please take the time to read this document carefully.

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1. Application

1.1 Terms and conditions applicable to the

BNZ Flexi Debit Visa Card: As well as these Product Terms, Part 1 of BNZ's Standard Terms apply to the BNZ Flexi Debit Visa Card and should be read in conjunction with these Product Terms. BNZ's Standard Terms are available at [bnz.co.nz](https://www.bnz.co.nz).

1.2 Conflicts between terms: These Product Terms are 'Product Terms' as defined in BNZ's Standard Terms, and if there is any conflict between BNZ's Standard Terms and these Product Terms, these Product Terms will prevail over BNZ's Standard Terms.

1.3 References in BNZ's Standard Terms: References in BNZ's Standard Terms to 'Terms' includes a reference to these Product Terms, where relevant.

1.4 Defined terms: Defined terms not found in these Product Terms can be found in BNZ's Standard Terms.

2. Definitions and Interpretation

2.1 Definitions: For the purpose of these Product Terms, the following terms have the following meanings:

Accounts means the BNZ accounts that are linked to, and accessible using, your Card;

Applicable Conversion Rate means the exchange rate selected by Visa 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 processes the Foreign Currency Transaction (and not necessarily the date that you make your Foreign Currency Transaction);

Biometric Identification means identity verification using a person's unique biological traits, such as voice identification, fingerprint identification or facial recognition;

BNZ's Standard Terms means Bank of New Zealand's Standard Terms and Conditions, as amended from time to time;

Card means the BNZ Flexi Debit Visa Card we issue to you, the Card Information and any other device or instrument to the extent we allow you to use it to make transactions;

Card Information means information displayed on your Card, including the 16-digit card number, any 9 digit access number printed on the reverse of the Card, the expiry date and any security code on the reverse of the Card;

Contactless Purchase means a method of making purchases without having to swipe or insert your Card, but by holding the Card in front of a contactless reader;

EFTPOS means Electronic Funds Transfer at Point of Sale whereby funds are debited from your Account at point of sale to pay for goods or services or where funds are withdrawn at your request;

Fee Guides means our Personal Account, Services and Facilities Fee brochure and our Account and Service Fees for Your Business and Agribusiness brochure. These guides are published on our website or available from any BNZ Store and are updated from time to time;

Foreign Currency Transaction means a transaction made using your Card, in a currency other than New Zealand dollars;

Loss means any costs; loss (whether direct or indirect) of profits, business, opportunity or anticipated savings; or any indirect or consequential loss howsoever suffered by you or any third party;

Passcode means, in relation to your device or instrument that can be used to make transactions, your confidential passcode for that device or instrument;

Remote Transaction means a transaction made using your Card where you are not face to face with the Retailer, including (but not limited to) transactions made online, by telephone, by mail or on your device;

Retailer means a retail or wholesale merchant or other entity which processes face to face transactions made using your Card, or Remote Transactions;

we, us or **our** means BNZ, and includes our successors and assigns;

you means each customer who applies for and/or uses a Card.

3. Getting Started

- 3.1 Signing your Card:** After you have read and accepted these Product Terms, you must sign your Card. Your Card must not be used if it is not signed by you.
- 3.2 Ownership of your Card:** Your Card remains our property, and you must return it to us if we ask you for it. In some circumstances a Retailer may be required to retain your Card, and you agree to hand over your Card to a Retailer in such circumstances, upon request.
- 3.3 Fees apply:** Our fees and charges for your Card are set out in our Fee Guides. If applicable, the annual card fee, card replacement fee and overseas postage fee will be debited to the Account you have linked to the CHQ option, unless alternative arrangements are made. All other fees set out in the Fee Guides would be debited from the Account to which the specific transaction relates.

4. Accounts, Cancellation, Transactions and Transaction Limits

Accounts

- 4.1 Account selection:** Cards can only access Accounts which can be operated with one authorised signatory.

4.2 Account access: When you apply for your Card you will be asked to tell us which Account(s) you want to access using your Card. You can then contact us if you want to change these accounts later. There are three options on a terminal:

- › CHQ – this Account will be debited when you select CHQ,
- › SAV – this Account will be debited when you select SAV,
- › CREDIT – this Account will be debited for all Contactless Purchases and Remote Transactions. Also, Foreign Currency Transactions will debit this account when you select CREDIT, (see *clause 7.1* for further options for using your Card overseas).

When we set up the Account access on your Card, the Account that is linked to CREDIT is the same as the Account linked to CHQ by default, but you can ask us to change this.

4.3 Debiting Accounts: When you use your Card for a transaction, you authorise us to debit your Account with the amount of the transaction. For Contactless Purchases or Remote Transactions, you must still pay the amount of the transaction although you will not necessarily have entered a PIN or signed a sales voucher.

4.4 Redirecting transactions: If you change or close any of your Accounts, we can redirect a transaction that would have been credited to or debited from your old Account to a new Account or, if there is no new Account, any other of your accounts that you hold with us. This may overdraw the Account beyond any available balance or arranged overdraft limit (if applicable), please see *section 7* of our BNZ Standard Terms for further details on overdrafts. We will not be liable for any Loss if we do not redirect a transaction when we could have done so.

Cancellation

4.5 How to cancel a Card: You must tell us if you want to cancel your Card. To tell us, please use the phone number in the 'Key Information' section at the front of BNZ's Standard Terms. Once you have done so, you must cut your Card in half and through any chip on the Card.

4.6 We can cancel your Card: We can cancel your Card at any time, even if your Account(s) are in order, and we will tell you if we do so.

4.7 Your obligations on cancellation of Card or closure of Account: You must not attempt to make a transaction (i.e. a face to face transaction, or a Remote Transaction) if you are aware that your Card has been cancelled, suspended, lost or stolen, or you have requested closure of your Account(s). If an Account accessible by your Card is closed or your Card is cancelled (whether by us or you) you will be liable for:

- (a) payment of any debit balance in any relevant Account;
- (b) all fees and charges and any transactions made up to the time your Card is destroyed or your Account is closed (even if transactions made have not been debited due to delays by a merchant or other parties dealing with the transaction);

- (c) all fees and charges and any transactions made using the Card for any Remote Transactions prior to or after the destruction of the Card or closure of the Account;
- (d) any legal fees (on a solicitor/client basis) or other costs which we may incur in recovering amounts owing on your Accounts; and
- (e) any fees or other costs associated with any recurring transactions, or cancellation of any recurring transactions, arranged with a Retailer or another bank.

Transactions

4.8 Contactless Purchases: Cards (including any device or instrument to the extent we allow you to use it to make a Contactless Purchase) can be used to make Contactless Purchases (if the Retailer accepts Contactless Purchases).

For Contactless Purchases where you have used a device or instrument to make that purchase, you may need to enter your Passcode or use your Biometric Identification to authorise the transaction.

For Contactless Purchases over \$80 in New Zealand:

- (a) you will need to enter your PIN or sign a sales voucher; or
- (b) where you have used a device or instrument to make that purchase, you may have the option to enter your Passcode or use your Biometric Identification to authorise the transaction.

This limit may be different in other countries.

4.9 Overdrafts: You agree not to use your Card to make a transaction in excess of any available balance on the Account, or where this overdraws the Account beyond any arranged overdraft limit (if applicable). Please refer to *section 7* of the BNZ Standard Terms for further details on overdrafts.

4.10 Pre-authorisation of transactions: A bank or Retailer can obtain authorisation to complete a transaction for the purpose of establishing that there are no restrictions on your Card, and that sufficient funds are available for the transaction. If the actual value of a transaction is not known (for example, transactions for 'pay at the pump' petrol, hotel accommodation or car rentals), a Retailer may obtain an authorisation for an estimated value of the transaction.

4.11 Debits from your Accounts for pre-authorised transactions: Once the pre-authorisation described in *clause 4.10* is obtained, the amount of available funds in your Account will be reduced by the value of the authorised amount. The authorised amount will remain on your Account and reduce the available balance of the Account until a transaction that matches the authorisation is processed or, if no matching transaction is processed, for up to 3 working days for domestic transactions and up to 5 working days for Foreign Currency Transactions.

This means that, in some instances, the available funds will be reduced by the amount of both the authorised estimated amount and the actual transaction amount for a period of time. This may overdraw your Account beyond any available balance or arranged overdraft limit (if applicable), please see *section 7* of our BNZ Standard Terms for further details on overdrafts.

Transaction Limits

- 4.12 Maximum daily limits:** Daily transaction limits apply to the amounts that you can withdraw from an Account or make a purchase with, using your Card. Any transaction amount will also need to include any fee associated with that type of transaction. These limits might change from time to time, and the current limits are available on our website. Daily transaction limits apply over any 24 hour period, and apply regardless of whether your Account has a debit or credit balance. These daily transaction limits can be lowered by prior arrangement with us. Other banks and service providers may also place transaction limits on the amount of a transaction, or number of transactions.
- 4.13 Permanent and temporary limits:** We can, at any time, impose a permanent or temporary limit on the number, types and/or amounts of transactions that we authorise to be made using your Card. We can also impose limits on transactions made at certain Retailers determined by us.

5. Card Security

- 5.1 PINs and Passcodes:** You can choose your own PIN and (if applicable) Passcode for your Card. You can set or change your PIN by visiting any of our stores. You will be asked to provide a form of identification (for example, your driver licence or passport) when you first load or change your PIN.
- 5.2 PIN and Passcode selection:** You must choose a PIN and (if applicable) Passcode, that is not obvious and which cannot easily be guessed. Your PIN and Passcode must not:
- include sequential numbers or letters (for example, 123 or ABC);
 - include number combinations that can be easily guessed (for example, 111);
 - include parts of numbers in the order in which they are printed on any of your Cards;
 - include information about you such as birth dates, telephone numbers, family names, street names, pet names, driver licence, licence plate or passport number, or any other easily accessible information about you;
 - be the same as or similar to any other password or PIN that you have for any BNZ product/service; or
 - be the same as or similar to any other password, PIN or passcode used for any other purpose.

- 5.3 Keeping PIN and Passcode secure:** You must keep your PIN and (if applicable) Passcode secure. You must:
- (a) not keep any written record of your PIN and Passcode;
 - (b) not store your PIN or Passcode on your mobile phone or any other electronic device;
 - (c) not voluntarily or recklessly disclose your PIN or Passcode to any other person (including the police, bank staff or your family);
 - (d) not allow another person to see your PIN or Passcode when you enter it into an ATM, EFTPOS terminal, computer, mobile phone or any other device;
 - (e) make sure any Authorised Signatories keep their own PINs and Passcodes secure; and
 - (f) tell us immediately if your PIN or Passcode has been disclosed, or you think it might have been.

5.4 Keeping your Biometric Identification secure: Where you have a device or instrument that can be used to make transactions, you must not allow another person's Biometric Identification to be registered on that device or instrument.

5.5 Safeguarding your Card: You must safeguard your Card. In particular:

- (a) you must know where your Card is at all times (which includes a device or instrument you use to make transactions);
 - (b) you must not copy or reproduce your Card (including your Card Information), PIN or Passcode;
 - (c) you must not allow others to use your Card (including your Card Information for the purpose of making transactions, and any device or instrument you use to make transactions), PIN or Passcode (including the police, bank staff or your family);
 - (d) you must take care of your Card - do not leave it unattended or anywhere anybody could remove it without being noticed;
 - (e) you must take your Card back after using it;
 - (f) you must remove your Card (including your Card Information) from any device or instrument you use to make transactions before disposing of that device or instrument (for example, selling or giving it to someone); and
 - (g) you must tell us if you change your address, so that any replacement Card is sent to the correct place.
- 5.6 Risks:** There are risks involved if you give your Card (including your Card Information) to a Retailer to authorise transactions. Before you do so you should consider the security and standing of the relevant Retailer.

6. Using your Card

6.1 You can use your Card to:

- (a) make payments to Retailers in New Zealand accepting payment by EFTPOS or Visa;

- (b) make a Contactless Purchase;
- (c) perform Remote Transactions;
- (d) make cash withdrawals at any ATM in New Zealand displaying the BNZ logo, and certain other ATMs;
- (e) in some circumstances, withdraw cash from Retailers;
- (f) make deposits into your Accounts at some BNZ ATMs;
- (g) make payments to Retailers overseas who accept Visa; and
- (h) make cash withdrawals at ATMs overseas showing the PLUS symbol and/or Visa logo.

For further information on overseas transactions, see *section 7* below.

6.2 ATM deposits: Any deposits made at an ATM using your Card are subject to verification and clearance by us. You will not be able to draw against such deposits until they have been verified or cleared.

6.3 Deposits using your Card number: Your Card number is not an account number and you should not make deposits using the Card number. Deposits should be made to the Account, using the account number that you require the funds to be credited to.

6.4 Damaged or faulty Cards: If your BNZ Flexi Debit Visa Card is damaged or faulty you are entitled to be issued with a new one. We may ask you how the fault or damage occurred. Once you have received your replacement Card, you must destroy your damaged or faulty Card by cutting it in half and through any chip on the Card. A replacement fee may be charged for the new Card. Our fees are set out in our Fee Guides.

7. Using your Card Overseas

7.1 Using your Card: You can use your Card overseas to:

- (a) withdraw foreign currency from overseas ATMs displaying the Visa and/or PLUS logo (and an overseas ATM withdrawal fee will apply). At ATMs displaying the PLUS logo you can select CHQ, SAV or CREDIT, depending on which Account you wish to debit;
- (b) withdraw foreign currency from an overseas bank that accepts Visa (and an overseas over the counter cash withdrawal fee will apply). The Account linked to CREDIT will be debited; and
- (c) purchase goods and services from overseas Retailers that accept Visa, either face to face (you will need to select CREDIT) or by Remote Transaction. In both these instances the Account linked to CREDIT will be debited.

7.2 Contactless Purchases overseas: Cards (including any device or instrument to the extent we allow you to use it to make a Contactless Purchase) may be able to make Contactless Purchases overseas at some Retailers (if the Retailer accepts Contactless Purchases).

Contactless Purchases where you have used a device or instrument to make that purchase, you may need to enter your Passcode or use your Biometric Identification to authorise the transaction.

7.3 Foreign Currency Transactions: All Foreign Currency Transactions made with your Card (that do not use dynamic currency conversion, described at *clause 7.6* below) will either first be converted into US dollars and then into New Zealand dollars, or converted directly from the currency in which the Foreign Currency Transaction was made into New Zealand dollars. The conversion will be made at the Applicable Conversion Rate. The converted amount of your Foreign Currency Transaction and the foreign currency service fee (where applicable) are both included in the New Zealand dollar amount shown on your statement for each Foreign Currency Transaction. The exchange rate shown on your statement is the Applicable Conversion Rate, adjusted by us to include our foreign currency service fee.

7.4 Foreign currency service fee: Subject to *clause 7.5* we charge a foreign currency service fee for every Foreign Currency Transaction. The foreign currency service fee is calculated as a percentage of the New Zealand dollar value of each Foreign Currency Transaction. The foreign currency service fee is set out in our Fee Guides and is subject to change. We will tell you about any change to the foreign currency service fee in accordance with *clause 4.7* of BNZ's Standard Terms.

7.5 Foreign currency service fees credited back for some transactions: You are not required to pay a foreign currency service fee on purchase reversals (which does not include purchase refunds (on which we charge a foreign currency service fee)), ATM reversals and chargebacks. For those transactions, we credit a foreign currency transaction fee back to you that is calculated as a percentage of the New Zealand dollar value of the reversal or chargeback. Due to exchange rate fluctuations:

- › the amount of the foreign currency service fee credited may be different to the amount of the foreign currency service fee charged on the original purchase or withdrawal amount; and
- › the reversal or chargeback amount may be different to the original purchase or withdrawal amount.

7.6 Dynamic currency conversion: Overseas Retailers or ATM operators might offer to exchange purchase amounts or the amounts you withdraw from an overseas ATM directly into New Zealand dollars. In this situation, the Retailer or ATM operator is applying an exchange rate that is not the Applicable Conversion Rate. The Retailer or ATM operator should tell you the exchange rate before you make the withdrawal. By entering a PIN or completing the withdrawal, you accept the exchange rate offered by the Retailer or ATM operator (that is not the Applicable Conversion Rate), together with any fees or charges which might be applied by the Retailer or ATM operator. Any query you have in relation to the exchange rate used, or any Retailer or ATM operator fees or charges, is to be resolved with that Retailer or ATM operator, not us. We do not charge our foreign currency service fee described in *clause 7.4* if the conversion currency is New Zealand dollars. However, if the conversion currency is not New Zealand dollars, we will charge you a foreign currency service fee in accordance with *clause 7.4*, in addition to any fee the Retailer or ATM operator may charge. Our overseas ATM withdrawal fee will apply. Our fees and charges are set out in our Fee Guides.

7.7 Overseas emergency card: If you are overseas and your Card is lost or stolen then an emergency BNZ Flexi Debit Visa Card may be provided to you, or other alternative arrangements made. If an emergency Card is provided, it will have limited functionality compared to a normal Card as it will not have a PIN, and therefore the emergency Card cannot be used at ATMs. Subject to any daily transaction limits and your available balance, the emergency Card can be used to access the funds in the selected Account to perform Remote Transactions and for transactions where a signature is accepted by the Retailer (you will need to select CREDIT). If we provide you with an emergency Card then it will have an expiry date of 3 months from the date of issue.

7.8 No liability for Loss or inconvenience: We are not liable for any Loss or inconvenience you suffer if you cannot use your Card overseas, for reasons beyond our control.

8. Lost, Stolen, or Misused Cards

8.1 Telling us: You must tell us as soon as you become aware that:

- (a) your Card is lost or stolen (including any device or instrument you use to make transactions);
- (b) your PIN, (if applicable) Passcode or Card Information has been disclosed (or you think it might have been) or somebody else has gained access to your Card (or you think they may have); or
- (c) your Card, PIN or Passcode has been misused (or you think it might have been).

To tell us, please use the number in the 'Key Information' section at the front of BNZ's Standard Terms.

8.2 Your liability before telling us that your Card is lost or stolen: You will not be liable for any loss before you tell us in accordance with *clause 8.1* unless you have:

- (a) acted fraudulently or negligently; or
- (b) contributed to the unauthorised use of your Card, PIN or Passcode, for example (but not limited to) if you have:
 - (i) unreasonably delayed in telling us in accordance with *clause 8.1*;
 - (ii) failed to select your PIN or Passcode in accordance with the terms set out at *clauses 5.2* and *5.3*;
 - (iii) written your PIN or Passcode on your Card or stored your PIN or Passcode on any of your devices, or kept a record of your PIN or Passcode with or near your Card or any of your devices;
 - (iv) kept your PIN or Passcode in a form that can readily be identified as a PIN or Passcode;
 - (v) disclosed your PIN, Passcode or Card Information to someone else or failed to take reasonable care to prevent others from identifying your PIN, Passcode or Card Information when, for example, entering your PIN, Passcode or Card Information;

- (vi) allowed someone else to use your Card (including your Card Information);
- (vii) failed to reasonably safeguard your Card, or failed to take your Card back after a transaction;
- (viii) not reasonably safeguarded a device or instrument, you use to make transactions; or
- (ix) not kept your Biometric Identification secure as set out in *clause 5.4*

8.3 If any of the circumstances at *clause 8.2* apply, you will be liable for all transactions that happen before you tell us in accordance with *clause 8.1*. Unless you have acted fraudulently or negligently, your maximum liability will be the lesser of:

- (a) your actual loss at the time that you told us; and
- (b) the maximum amount that you would have been entitled to withdraw from your Account between the time your Card or PIN was lost, stolen or misused and the time you told us.

8.4 Your liability after telling us: From the time that you tell us in accordance with *clause 8.1*, you will not be liable for any transactions facilitated by someone else using your Card, PIN or Passcode, unless you have acted fraudulently or negligently.

8.5 Disputes with Retailers: We are not liable to you for any Loss if a Retailer refuses to accept your Card. We are not responsible for any disputes with or actions of a Retailer. Even if you are in a dispute with a Retailer, you must still pay all amounts owed to us.

Terminal, EFTPOS or Card faults

8.6 Telling us within 60 days of transaction: If you think that:

- (a) you have lost funds because an ATM or other terminal in which you have used your Card is not working properly; or
- (b) you have lost funds because your Card is faulty,

you must tell us in writing within 60 days of the date of the relevant transaction (for 8.6 (a)) or within 60 days of the date of the claimed loss (for 8.6 (b)). If you think that either of the circumstances above have occurred, you will need to tell us your name, the number on your Card and the number(s) of any Account(s) which you think have been affected. You will also need to describe what happened, when it happened, how much you think has been lost and, if relevant, where the ATM or other terminal is located. If you do not tell us within 60 days of the transaction or claimed loss using the contact information in the 'Key Information' section at the front of BNZ's Standard Terms, the charge or the record of the transaction will remain.

8.7 Our investigation: We will investigate and report back to you within 30 days of you telling us in accordance with *clause 8.6*. If there is any delay, we will tell you.

8.8 Action we will take: We will make good any loss by correcting your Account(s) if we are satisfied that:

- (a) an ATM or other terminal was not working properly; or
- (b) the Card was faulty.

8.9 Complaints: If you are not satisfied with the action we take you can complain to BNZ Resolve. If you are unhappy with our investigation, you can refer the matter to the Banking Ombudsman. Contact details for BNZ Resolve and the Banking Ombudsman are set out at the front of BNZ's Standard Terms.

9. Information about you in relation to Wallet Services

9.1 The 'Information about you' clause in BNZ's Standard Terms applies to your Card. The following provisions regarding collecting and sharing your personal information with Wallet Service providers also apply.

9.2 Device or instrument that can be used to make transactions: Where you have a device or instrument that can be used to make transactions (for example through a digital wallet service on the device (Wallet Service)), we can also:

- (a) collect personal information from the Wallet Service provider, and your device or instrument, to ensure that the service properly functions and for the purposes set out in BNZ's Standard Terms;
- (b) share your personal information with the Wallet Service provider (and third party service providers we rely on to provide the Wallet Service). This includes sharing your transaction information with the Wallet Service provider to display in your wallet. The information shared can be used by them to help manage, administer and improve the Wallet Service. We will only share your personal information with Wallet Service providers who have agreed with us to only collect, hold, use and share your personal information for the purposes for which it has been given to them.

If you do not want us to collect or share this information as described in this *clause* 9.2, you should not register your Card for use in the Wallet Service.

Need more information?

› 0800 275 269 › [bnz.co.nz](https://www.bnz.co.nz) › Visit any BNZ Store