

BNZ Platinum Visa credit card

Terms and conditions.



1. Introduction and definitions

- 1.1 These Terms and Conditions are a contract between you and BNZ. They apply to the use of your Card, including where it is used to access your 24 Hour Banking Accounts, and your Credit Card Account. However, our standard terms and conditions for operating your BNZ bank account and our 24 Hour Banking terms and conditions will continue to apply to the operation of your 24 Hour Banking Accounts.
- 1.2 When you sign or first use your Card you agree to these terms and conditions as changed by us from time to time. However, if you are transferring your outstanding balance and/or unstatemented transactions from an existing BNZ credit card account to your new Credit Card Account, and are closing that existing account, these terms and conditions (as amended from time to time) are effective from the closing date of your existing credit card's final statement (subject to any third party terms and conditions or policies).
- 1.3 You should read these Terms and Conditions carefully as they place certain requirements and liabilities on you.
- 1.4 Your Card Accounts, your banker/customer relationship with us and these Terms and Conditions are governed by New Zealand law and the New Zealand courts shall have jurisdiction to hear and determine disputes in respect of these Terms and Conditions.
- 1.5 The operation of your Card Accounts and these Terms and Conditions may be affected by overriding laws of general application.
- 1.6 The Consumer Guarantees Act 1993 overrides the provisions of these Terms and Conditions and you are entitled to the benefit of the guarantees as to service set out in the Consumer Guarantees Act. However, if you acquire, or hold yourself out as acquiring accounts, facilities or other services from us for the purposes of a business then the Consumer Guarantees Act will not apply to the accounts, facilities or other services provided.
- 1.7 Headings in these Terms and Conditions do not affect interpretation.
- 1.8 **Interpretation:**

The words “**we**”, “**our**” and “**us**” mean BNZ and the words “**you**” and “**your**” mean, as the context requires, the Account Owner and/or person named on the Card.

Other defined terms are:

“**24 Hour Banking**” means BNZ’s 24 Hour Telephone and Internet Banking service.

“**24 Hour Banking Account(s)**” means the BNZ accounts that are linked to and accessed using a Card (excluding Credit Card Account).

“**Account Owner**” means the person or persons who apply for and open a Credit Card Account, but does not include any additional cardholder.

“**ATM**” means automatic teller machine.

“**Balance Transfer**” is where you transfer the outstanding balance of your credit card issued by another bank or financial institution to your BNZ Credit Card Account.

“**Bill Payment**” has the meaning given to that phrase in clause 3.1.

“**BNZ**” means Bank of New Zealand.

“**Card**” means your BNZ Platinum Visa Card issued by BNZ that has access to the Visa service and your Credit Card Account and may be used to access your 24 Hour Banking Accounts.

“**Card Accounts**” means your Credit Card Account and your 24 Hour Banking Accounts.

“**Card Number**” means the 16-digit number embossed on the face of your Card.

“**Cash Advance**” means a cash withdrawal or transfer made using your Credit Card Account and includes, without limitation, transfers to other BNZ credit card accounts, ATM, electronic and over the counter cash withdrawals or transfers, purchases of travellers cheques and/or currency and certain Bill Payments from your Credit Card Account using 24 Hour Banking (including Bill Payments made to self-selected payees or pre-selected bill payees as determined by us at our discretion).

“**Code of Banking Practice**” means the Code of Banking Practice issued by the New Zealand Bankers’ Association dated 2012, and any subsequent update of the Code.

“**Contactless Purchase**” means a method of making purchases by holding the Card (which is capable of making a contactless purchase) in front of a Contactless Reader and without having to insert or swipe the Card.

“**Contactless Reader**” means an electronic point of sale device at a Merchant which can be used to make a Contactless Purchase.

“**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 enter into the Foreign Currency Transaction).

“**Credit Card Account**” means the BNZ account that is accessed using a Card (excluding 24 Hour Banking Accounts).

“**EFTPOS**” means Electronic Funds Transfer at Point Of Sale whereby funds are debited from your nominated Card Account at the point of sale to pay for goods or services or where funds are withdrawn at your request. For a Contactless Purchase funds will be debited from your Credit Card Account.

“**Foreign Currency Transaction**” means a Transaction on one of your Card Accounts in a currency other than New Zealand dollars.

“**Last Date for Payment**” means the date, appearing on your Credit Card Account statement each month, by when you must pay at least the “current minimum payment due” or the “total minimum payment due” (as applicable).

“**Merchant**” means a retailer or any other person, firm or company who or which is bound by a Visa or EFTPOS

merchant agreement with us or any other acquiring organisation.

“**PIN**” means your confidential personal identification number, which, when used with your Card, will enable you to access your Card Accounts.

“**Reward Points**” means BNZ Platinum reward points earned on purchases charged to your Card.

“**Transaction**” means:

- > For Credit Card Account: all the transactions debited or credited to your Credit Card Account, such as the purchase of goods or the obtaining of services or Cash Advances or Balance Transfers, including transactions using an ATM, teller’s terminal or EFTPOS, mail, telephone or remote (e.g. internet or e-mail) purchases, payments credited to your Credit Card Account and amounts that you agree with a Merchant may be debited against your Credit Card Account on a regular basis; and
- > For 24 Hour Banking Accounts: all the transactions debited or credited to your 24 Hour Banking Accounts as a result of using your Card.

“**Visa Member**” means any organisation affiliated to Visa International Service Association and displaying the Visa trademark.

2. Your card and its use

2.1 Receiving and signing your Card:

You must sign your Card immediately upon receipt. Your Card must not be used if you have not signed it. Do not send your Card overseas, or have any other person send your Card to you while you are overseas. To have your Card forwarded to another country, please contact us.

2.2 Card and PIN security:

You must not allow others to use your Card, your Card Number or your PIN. Remember to retrieve your Card after you use it. If your Card is lost or stolen you must immediately notify us by calling one of the telephone numbers shown at the end of these Terms and Conditions.

If your Card is lost or stolen overseas you may also advise any Visa Member of the loss and enlist their assistance. Should your card be retained by an ATM, you must report it immediately as a lost Card. If your PIN may have been disclosed you must notify us immediately.

You must use the appropriate emergency numbers and addresses at the end of these Terms and Conditions.

2.3 Lost or stolen, damaged or faulty Cards:

If your Card is lost or stolen, damaged or faulty, we may issue a replacement Card which will operate on your Card Accounts.

2.4 Ownership of Card:

Your Card and Card Number are our property. They may not be copied or reproduced and may be retained by us. You agree to return or destroy your Card when we ask you or if you close the Card Accounts to which it relates. In certain circumstances a Merchant may also be required to retain

your Card and you agree to deliver the Card, to the Merchant in such circumstances upon request.

2.5 Agreement to pay:

You agree to pay us the full amount payable in respect of all transactions. Once a transaction is completed it cannot be stopped in the same way as a cheque. If you think a mistake has been made, refer to clause 12 of these Terms and Conditions.

In certain circumstances if you do not receive goods or services you have ordered using your Card, or by reference to your Card Number, then you may be able to obtain a credit for the transaction. If you think this has happened, you should contact us.

2.6 PIN selection:

2.6.1 Cards with chip but without a payWave logo:

If your Card contains a chip but does not have a payWave logo, you will need to use your existing PIN, obtain a PIN, or contact us, to activate your Card.

(a) New Zealand:

You will need a PIN if you wish to use your Card for ATM and most EFTPOS (provided the terminal is chip compliant) Transactions. For those Transactions, a signature will not be available and a PIN will be required. For teller Transactions, a PIN and/or signature will be required.

(b) Overseas:

You will need a PIN if you wish to use your Card for ATM Transactions. For EFTPOS Transactions, a PIN may not be available and a signature will be required, and for teller Transactions, a PIN and/or signature will be required.

2.6.2 Cards with payWave logo:

If your Card has a payWave logo, it has the technology to make a Contactless Purchase. You will need to use your existing PIN, obtain a PIN, or contact us, to activate your Card.

(a) New Zealand:

You will normally not need to enter a PIN to use your Card for each Contactless Purchase of up to NZ\$80 in New Zealand. You will need a PIN if you wish to use your Card for ATM, Contactless Purchases over NZ\$80 and most other EFTPOS (provided the terminal is chip compliant) Transactions. For those Transactions, a signature will not be available and a PIN will be required. For teller Transactions, a PIN and/or signature will be required.

(b) Overseas:

If you use your Card to make a Contactless Purchase, different limits or requirements may apply, (depending on the country you are in), which will determine when you must use your PIN or sign to use your Card. We have no control over these limits or requirements. You will need a PIN if you wish to use your Card for ATM Transactions. For EFTPOS Transactions, a PIN may not be available and a signature will be required, and for teller Transactions, a PIN and/or signature will be required.

2.6.3 Cards without chip:

If your Card does not contain a chip, you may obtain a PIN. You will need a PIN if you wish to use your Card for ATM Transactions. You may need a PIN if you wish to use your Card for EFTPOS and/or teller Transactions.

2.6.4 Obtaining a PIN:

To obtain a PIN, call in to any of our stores where you may choose your own PIN. You will need to take some form of suitable identification such as a driver licence or passport. If you are planning to use your Card overseas, you must obtain a PIN at one of our stores before you go. Your selected PIN must be one designed to reduce the chance of anybody guessing the numbers you choose. You must avoid unsuitable PINs such as:

- > Birth dates, months or years in any form or combination;
- > Sequential numbers (such as 3456) and easily identifiable number combinations (such as 1111);
- > Any of the blocks of numbers on your Card; or
- > Other easily accessible personal figures such as parts of personal telephone numbers or personal data.

PIN changes may be made at any of our stores.

2.7 Means of protecting a PIN and your responsibility:

You are responsible for keeping your PIN secure, in particular you must:

- > Not keep a written record of your PIN;
- > Not allow another person to see your PIN when you enter it or it is displayed;
- > Not keep your PIN in a form that can be readily identified as a PIN;
- > Not disclose your PIN to any other person (including persons in apparent authority, family members or spouse);
- > Not negligently or recklessly disclose your PIN;
- > Notify BNZ immediately if you become aware that your PIN has become known to someone else; and
- > Ensure any other cardholders who are able to access any of your Card Accounts by a PIN keep their PIN secure as set out above.

2.8 Internet Banking and Telephone Banking:

Our Internet Banking and Telephone Banking Terms and Conditions apply when you use 24 Hour Banking or Internet Banking to access your Card Accounts. We may modify, add to or delete any of our Internet Banking and Telephone Banking Terms and Conditions from time to time.

2.9 ATM Transaction limits:

In New Zealand, limits on the amount of cash you can withdraw in a calendar day will vary according to the ATM up to a maximum of \$7,500. This may change from time to time at our discretion. Higher limits do exist on withdrawals made while overseas and may go as high as your credit limit. These transaction limits shall not affect your obligation to pay immediately any amounts which are debited to your Credit Card Account in excess of your credit limit. Limits will apply regardless of whether your Card Account has a debit or credit balance.

2.10 Mail, telephone and remote (e.g. Internet and email) Transactions:

You may use your Card to make mail, telephone or remote purchases for goods and services. By doing this you are giving authority to the Merchant to debit the purchase amount to your Credit Card Account. You must still pay the amount of the transaction although you may not have

signed a sales voucher. There are risks involved in providing your Card details and authorising transactions before you receive the goods or services. Before doing so you should consider the security and standing of the relevant Merchant. You may not, under any circumstances, attempt to make a mail, telephone or remote purchase for goods or services if your Card has been cancelled, lost or stolen or you have requested closure of your Credit Card Account.

2.11 **Your credit limit:**

Your credit limit is the maximum amount which, provided you make the “current minimum payment due” or the “total minimum payment due” (as applicable) by the Last Date for Payment, you may allow to remain outstanding on your Credit Card Account. Your credit limit will be set by us to what we consider is an appropriate limit and we may change it from time to time. If your Credit Card Account is not operated to our satisfaction we may decrease your credit limit. We will advise you in writing if we change your credit limit. Notwithstanding the foregoing, we may, at our discretion, allow Transactions to your Credit Card Account which exceed your credit limit. If your credit limit is exceeded, you must pay the excess amount to us immediately.

2.12 **Changing your credit limit:**

If you are an Account Owner you can apply to increase or decrease your credit limit at any time by:

- > Completing a request through our Internet Banking Service or any of our stores; or
- > Calling us on **0800 931 932**; or
- > Other forms of communication approved by us.

We may at times offer to increase your credit limit. You will need to accept the offer before it can be changed.

2.13 **Transaction limits at selected Merchants:**

We may at any time impose a permanent or temporary limit on the number, types and/or amounts of transactions we authorise on your Credit Card Account at selected Merchants as determined by us from time to time. These limitations will apply regardless of whether your Card Account has a debit or credit balance.

2.14 **Cash Advances:**

You may get a Cash Advance in New Zealand or overseas by using your Card and PIN at an ATM displaying the Visa logo and/or Plus symbol. Alternatively, you may present your Card at any of our stores or to any Visa Member bank that displays the Visa logo. You will need to have photo identification with you. The Visa Member may set a minimum or maximum on the cash amount available to you either from that Visa Member or from any of their ATMs.

Any portion of a Cash Advance which takes your Credit Card Account into debit, will incur interest from the day it is made until it has been paid in full. Any available funds in your Credit Card Account will be immediately applied by us to payment of the Cash Advance and any Cash Advance fee (see clause 6.4). Cash Advances do not earn Reward Points.

2.15 **Foreign Currency Transactions:**

You can use your Card to make purchases, obtain Cash Advances and receive funds in foreign currencies. All Foreign

Currency Transactions 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, at the applicable Conversion Rate.

Subject to the next paragraph, 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 every Foreign Currency Transaction.

There are some Foreign Currency Transactions on which we do not charge a foreign currency service fee. See clause 6.8 for more information.

The converted amount of your Foreign Currency Transaction and the foreign currency service fee (where applicable) are aggregated in the New Zealand dollar amount shown on your statement for each Foreign Currency Transaction. The rate of exchange shown on the statement is the Conversion Rate adjusted by us to include our foreign currency service fee.

We are not responsible for any loss or damage you may suffer if, because of occurrences beyond our control, you cannot use your Card overseas. This could include ATM or communications line failure. The foreign currency service fee is subject to change. For details about this and other interest, fees and charges associated with the use of your Card, see our “Current Charges” flyer or visit bnz.co.nz and click through to the Rates and Fees page.

2.16 **Dynamic currency conversion:**

Some overseas Merchants may have the ability to provide you with dynamic currency conversion. Dynamic currency conversion gives you the option of paying for goods or services sold by an overseas Merchant in New Zealand dollars at the point of sale, rather than in the currency of the country in which the Merchant is domiciled. It is provided to you by the Merchant as an optional service and any applicable merchant terms and conditions and/or international card scheme rules relating to dynamic currency conversion apply, which will, amongst other matters, require the Merchant to give you the option of either using dynamic currency conversion or paying in the currency of the country in which the Merchant is domiciled.

If you decide to purchase goods or services using dynamic currency conversion at an overseas Merchant and pay for your goods or services in New Zealand dollars, the rate of exchange and any fee for the dynamic currency conversion service is charged by the Merchant and payable by you at the point of sale. We do not charge you a foreign currency service fee under clause 6.8 if the conversion currency at the point of sale for a purchase 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 6.8 in addition to the fee the Merchant charges you.

3. **Bill Payments**

3.1 **Use of your Card for payment of bills:**

You may use your Card to effect payment of amounts which

you owe to third parties for goods or services (“Bill Payments”).

3.2 **Processing Bill Payments:**

Bill Payments will only be paid if there are sufficient funds in your Credit Card Account at the time the payment is processed. For Bill Payments that are programmed in advance, if there are insufficient funds on the business day the payment is processed, the payment will be reversed one business day after that day and a fee may be charged (see clause 6.7). Bill Payments made from your Credit Card Account before 8.00pm will be processed the next business day and payments made after 8.00pm will be processed two business days later.

3.3 **Maximum limit:**

The Bank may set maximum transaction limits for the amount of a bill payment. This limit may change from time to time. Should this maximum limit be exceeded we cannot guarantee processing of the payment or accept liability for fees or interest charged by us or any other party.

3.4 **Pre-selected bill payees:**

Pre-selected bill payees may have pre-arranged with us to accept Card payments. We may elect to treat such Bill Payments as either a purchase or Cash Advance. Bill Payments treated as purchases may receive Reward Points and an interest free period (if applicable). Bill Payments treated as a Cash Advance will attract a Cash Advance fee if the Credit Card Account is in debit immediately following the Bill Payment. Interest will apply immediately if your Credit Card Account is in debit, and they do not earn Reward Points. If your bill payee is not a pre-selected bill payee then you may still use your Credit Card Account for Bill Payments to that bill payee by setting up that bill payee as a self-selected bill payee.

3.5 **Self-selected bill payees:**

Bill Payments to self-selected bill payees are treated as a Cash Advance. They will attract a Cash Advance fee if the Credit Card Account is in debit immediately following the Bill Payment, and interest will apply immediately if your Credit Card Account is in debit until it is paid in full. Please note self-selected bill payee payments do not earn Reward Points.

4. Your Card Accounts

4.1 **Card access:**

Using your Card you can access your Credit Card Account and the 24 Hour Banking Accounts nominated for that purpose. When conducting a Contactless Purchase your Card will access your Credit Card Account.

4.2 **Statements:**

A record of Credit Card Account transactions will appear on your statements provided by us for your Credit Card Account. Your statements should be kept in a safe place so that you can refer to them if needed.

4.3 **Credit interest:**

Interest will not be paid on credit balances in your Credit Card Account.

4.4 **Joint Accounts:**

We may at our discretion allow you to establish and operate a joint Credit Card Account in which case the provisions of clause 4.4 shall apply.

Any one Account Owner of a joint Credit Card Account can operate and instruct us to act in respect of the joint Credit Card Account separately. This means that, without limitation, any one Account Owner can undertake transactions within the credit limit of the Credit Card Account as described in clause 2.11 or apply to change, or agree to/decline a change in, the credit limit of the Credit Card Account in accordance with clause 2.12. We will give any notices in relation to a joint Credit Card Account to the address according to our records. In addition, any notice given to one Account Owner of a joint Credit Card Account is deemed to be sufficient notice to all Account Owners. Unless otherwise agreed in writing by us, each Account Owner of a joint account is liable both individually, and each two or more are liable together, in respect of any amount owing to us on that Credit Card Account. Accordingly, any one or more of the Account Owners may be required to pay all the money that is owed in respect of a joint account.

If a dispute occurs between Account Owners of a joint account, we must be immediately advised and the Account Owners should seek independent legal advice. We may suspend the operation of a joint account until we are satisfied that agreement has been reached between the Account Owners in relation to the Credit Card Account. For the avoidance of doubt, where joint Account Owners are married or living in a defacto relationship, a separation of such joint Account Owners will be treated by us as a “dispute” for which notification to us is required. In the event of a separation of joint Account Owners, the joint account will be suspended but the joint and individual liability for all outstanding debt will remain until repayment of the whole of that debt is received by us.

4.4.1 **Closing of a joint Credit Card Account by you:**

Your joint Credit Card Account may be closed by any one of you so instructing us.

In such case we will not be liable to the other Account Owner(s) for any consequences arising from the closure. If any Account Owner of a joint Credit Card Account requests removal of their name from that account we will treat that as a request to close that Credit Card Account and section 11 shall apply. However the joint and individual liability for all outstanding debt will remain in relation to the joint Credit Card Account until repayment of the whole of that debt is received by us.

4.4.2 **Death of a joint Account Owner:**

If any Account Owner of a joint Credit Card Account dies, the remaining Account Owner(s) automatically become the owners of any credit balance in the Credit Card Account and have full authority to operate the Credit Card Account. We will incur no liability for paying or delivering any such credit balance to the surviving Account Owner(s). Any liability an Account Owner of a joint Credit Card Account may have to us will not be extinguished by the death of that Account Owner. We will review the Credit Card Account and credit limit

following the death of any Account Owner or a joint Credit Card Account Owner. We may suspend or close the Credit Card Account or change the credit limit.

4.4.3 **Deposits:**

Where you are a party to a joint Credit Card Account and we receive a deposit (whether by cheque, draft, bill of exchange or other instrument or payment authority) in your favour, we may credit such deposit to your joint Credit Card Account unless instructed in writing to pay it into a separate account in your name.

4.4.4 **Suspension or closure of joint Account:**

We may suspend the operation of or close a joint Credit Card Account without prior notice if:

- > There is any dispute between any of the joint Account Owners and this has not been resolved to our satisfaction;
- > One joint Account Owner attempts to withdraw, or notifies us of his or her intention to withdraw, from the joint Credit Card Account;
- > We learn that any joint Account Owner has committed an act of bankruptcy or been declared bankrupt or that a petition has been presented to declare any joint Account Owner bankrupt;
- > Any Account Owner of a joint Credit Card Account dies;
- > Any joint Account Owner purports to assign or dispose of his or her interest in the joint Credit Card Account.

In such case:

- > Each joint Account Owner prior to suspension or closure of the Credit Card Account will continue to be jointly and individually liable for any outstanding debt;
- > And we will not be liable to any joint Account Owner for any consequences of the suspension or closure of the joint account.

We will not be liable to any joint Account Owner if we do not suspend or close a joint Card Account when we could have done so.

4.5 **Additional cardholder:**

If you are an Account Owner (excluding any Account Owner of a joint Credit Card Account) we may, at our discretion, issue an additional Card to a person you nominate. When that person receives and signs his or her Card, it can be used on your Credit Card Account.

As the Account Owner, you will be liable for all Transactions arising from the use of the additional Card as if they were your own. The additional cardholder will have no liability to us for making any payments. You may cancel the additional Card by writing to us and ensuring the cancelled Card has been destroyed. You will, however, continue to be liable for all Transactions up to the date the Card was destroyed together with any other Transactions authorised by your nominated cardholder.

5. Credit Card Account Operation

5.1 **Verification of identity:**

We may from time to time require proof, to our satisfaction,

of your identity or the identity of any person authorised to operate your Credit Card Account.

5.2 **Instructing us:**

Subject to conditions notified by us from time to time, we may at our discretion allow you to give instructions in respect of your Credit Card Account by telephone, facsimile, email, text, card or computer or by any other written, electronically communicated or verbal method acceptable to us (each a "facility"). We may require you to provide a written indemnity before making any such facility available to you. Except as otherwise required by law, we may allow the operation of a Credit Card Account of a deceased person if authority was given by this person prior to his or her death.

5.3 **Available transactions:**

Your Credit Card Account may be operated by deposits, withdrawals, transfers, direct credits, direct debits, automatic payments or any other type of payment authority acceptable to us.

5.4 **Authority:**

You authorise us to act in accordance with your instructions relating to your Credit Card Account. You acknowledge that, subject to complying with our duty to exercise reasonable care and skill and other obligations under the Consumer Guarantees Act 1993, we may decline to so act, or delay acting on any instructions, where we consider we have good reason to do so. In particular, we will not be obliged to act in accordance with your instructions where to do so would result in your credit limit being exceeded. In addition, we may, where your Credit Card Account can be accessed by telephone or by electronic means, assume that any telephone or electronic instructions received using your PIN or access number and password are authorised by you.

5.5 **Changes to Account:**

If your Account Number changes or you change from one type of account with us to another, we may redirect to your new account transactions that would have been credited or debited to your old Account Number, unless you specify otherwise. We will not, however, be liable to you if we do not redirect any transactions when we could have under this clause.

5.6 **Set off and combination:**

You authorise us, at any time and without notice, to combine any credit balance of one of your BNZ accounts with the balance of another of your BNZ accounts, so as to treat them as a single balance, and there will be no implied agreement to the contrary. If you owe any money to us that is due but unpaid, whether it is owed alone or with others, you authorise us, without prior notice, to apply any credit balance in any of your BNZ accounts, or any other amount we owe to you, towards that unpaid amount. For this purpose, you authorise us to transfer funds from one Card Account to another (including any joint account that you can operate individually), to use funds in one currency to buy another currency and to break any term deposit. We may do this without prior notice, in the order, and as often, as we determine.

- 5.7 **Recording instructions:**
You authorise us to record any telephone calls between you and us, and to retain such recordings.
- 5.8 **Ownership of credit balance:**
Unless you instruct us otherwise in writing, you acknowledge that you are solely entitled to any credit balance in your Credit Card Account, that it belongs to you and does not belong to any other person, and that no other person has any legal or beneficial interest in it. For avoidance of doubt, this clause 5.8 does not affect our rights of set off and combination set out in clause 5.6.
- 5.9 **Use and return of forms:**
Forms encoded by us with a Card Number must not be used to access or operate any other Card Account. Where you would be entitled to the return of any form, we may, at our discretion, provide you with a copy of the actual form.
- 5.10 **Transaction priority:**
We may determine the order of priority of your Credit Card Account transactions.
- 5.11 **Liens:**
If we receive or hold any property, items or documents for you for any purpose we may, in our discretion, exercise a lien over the property, item or document as security for any amount you owe to us (whether alone or with any other persons) under your Credit Card Account.
- 5.12 **Rights to your Credit Card Account:**
You may not assign, mortgage, charge or declare a trust of any rights to your Credit Card Account, including any credit balances, except with our prior written consent.

6. Fees

- 6.1 **Account fee:**
Fees may be debited to your Credit Card Account for maintaining it.
- 6.2 **Additional/joint Account fee:**
There is no fee for issuing an additional/joint card.
- 6.3 **Card replacement fee:**
There is no fee for issuing a replacement card to the Account Owner and additional/joint cardholders.
- 6.4 **Cash Advance fee:**
If you make a Cash Advance we may debit a Cash Advance fee to your Credit Card Account. If your Credit Card Account is in credit and it remains in credit after the Cash Advance occurs, the Cash Advance fee will not be charged.
- 6.5 **Manual payment fee:**
If you request us to transfer the balance of another BNZ Card to your Credit Card Account we may debit a manual payment processing fee to your Credit Card Account.
- 6.6 **Late payment fee:**
If the “current minimum payment due” or the “total minimum payment due” (as applicable), is not received by the Last Date for Payment, we may debit a late payment fee to your Credit Card Account.

- 6.7 **Over limit fee:**
If you undertake a transaction in excess of your credit limit we may debit an over limit fee to your Credit Card Account.
- 6.8 **Foreign currency service fee:**
Subject to the following paragraph, a foreign currency service fee will be debited to your Card Account for every Foreign Currency Transaction. The foreign currency service fee is calculated as a percentage of the New Zealand dollar value of every Foreign Currency Transaction.

We do not charge a foreign currency service fee on purchase reversals (which does not include, to avoid doubt, purchase refunds (on which we charge a foreign currency service fee)), ATM reversals and chargebacks, and credit a foreign currency service fee 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/withdrawal amount; and
 - > the reversal or chargeback amount may be different to the original purchase/withdrawal amount.
- The converted amount of your Foreign Currency Transaction and the foreign currency service fee (where applicable) are aggregated in the New Zealand dollar amount shown on your statement for each Foreign Currency Transaction. The rate of exchange shown on the statement is the Conversion Rate adjusted by us to include our foreign currency service fee.

- 6.9 **Agreement to pay:**
You agree to pay the above and any other fees and/or charges determined by us for services provided in connection with your Credit Card Account or imposed by government regulation, and further agree that such fees and/or charges and recovery costs may be debited to your Credit Card Account. Current fees are outlined in our “Current Charges” for your Card, which is available upon request. These fees and charges may be changed from time to time by us.

7. Interest Charges

- 7.1 **Interest Charges:**
Interest will be charged on your Credit Card Account in the circumstances set out in this section 7.
- 7.2 **Interest on Cash Advances and Balance Transfers:**
You will be charged interest on a Cash Advance (including any applicable Cash Advance fee or foreign currency service fee) or a Balance Transfer (as the case may be) from the date the Cash Advance or Balance Transfer is made until the Cash Advance or Balance Transfer (including any applicable Cash Advance fee or foreign currency service fee) is repaid in full to us.

Interest charged on a Cash Advance or Balance Transfer (as the case may be) will also incur interest from the date the interest is originally debited until it is paid in full.

7.3 Interest on Transactions other than Cash Advances or Balance Transfers:

7.3.1 Credit Card Accounts with an interest free period:

(a) Full amount of current balance

If you always pay the full amount of the “current balance” shown on your statement by the Last Date for Payment, interest will not be charged on Transactions (including fees and charges on those Transactions), other than on Cash Advances and Balance Transfers as set out in clause 7.2.

(b) Less than current balance:

Regardless of whether you pay the “current minimum payment due” or the “total minimum payment due” (as applicable) in accordance with clause 8.1, if you pay less than the full amount of the “current balance” shown on your statement by the Last Date for Payment, interest will be calculated and charged in the following two ways:

- (i) on the current balance (including interest, fees and charges) as at the closing date of your statement: on this current balance from the opening date of your next statement until the closing date of that statement; and
- (ii) on Transactions and interest, fees and charges debited after the opening date of your next statement (regardless of the statement period in which they were made):
 - > on Transactions (including any applicable foreign currency service fee or Cash Advance fee): from the date the Transaction was made (not debited);
 - > on fees (excluding any foreign currency service fees or Cash Advance fee), charges and interest: the date the fee, charge or interest was debited to your Credit Card Account;

taking into account any payments or credits made to reduce the amounts outstanding under (i) and (ii) above from time to time.

Interest will be charged to your Credit Card Account on the closing date of this next statement.

(c) Subsequent Statements:

When you next pay the new “current balance” in full on a subsequent statement by the Last Date for Payment, you will not pay interest after the closing date of this statement on the current balance or Transactions debited after the closing date of this statement, except for:

- (i) interest on Cash Advances and Balance Transfers as set out in clause 7.2; or
- (ii) if you do not pay the next (or a later) “current balance” in full by the Last Date for Payment as outlined in clause 7.3.1(b)

7.3.2 Credit Card Accounts with no interest free period:

If your Credit Card Account has no interest free period, interest will be charged from the date the Transaction (including any applicable foreign currency service fee or Cash Advance fee) is made or the fee (excluding foreign

currency service fees or Cash Advance fees), charge or interest is debited, until paid in full.

7.4 Notification of rates:

The current annual debit interest rates, and any interest rate structures, specials or promotions (if applicable) are shown on each statement. We set these interest rates and we may change them at any time.

Notice of these changes will be displayed in our stores, advertised in the public notices column of major daily newspapers, and posted on our website. The new rates and other changes will then be disclosed on the statement recording your next Transaction to which the new rate applies.

8. Payments

8.1 Minimum payment due:

The “current minimum payment due” is recorded on your statement and is the minimum payment you must pay by the Last Date for Payment unless your statement records a “total minimum payment due” in which case this is the minimum payment you must pay us by the Last Date for Payment. If there is a “total minimum payment due” showing on your current statement, this comprises any “current minimum payment due” plus, if applicable, an amount overdue from a previous statement and/or an amount by which you have exceeded your credit limit. We will advise you on your statement of the “current minimum payment due” and if applicable the “total minimum payment due”, however you may elect to pay more than the “total minimum payment due” if you wish.

If there is an “over limit amount due now” showing on your current statement, you have exceeded your credit limit and must pay this amount immediately. If you have made any more purchases, which are not shown on your current statement, you must also pay these amounts immediately. If there is an “overdue amount due now” showing on your current statement, you may not have paid the “total minimum payment due” or the “current minimum payment due” or both as shown on the previous statement and you must pay this immediately.

8.2 When payment received:

Your payment will be credited to your Credit Card Account for the purposes of calculating interest as at the date we receive it. Standard processing times mean that a payment may not appear on our records in time for it to be taken into account when deciding whether to approve a transaction. Generally your payment must be received by us two business days prior to your statement closing date if it is to appear on your current statement.

8.3 Allocation of payments:

We are not obliged to act on or verify compliance with an instruction to apply a payment for a specific purpose or subject to any condition and we will not be responsible for applying a payment contrary to any instruction. The way your payments to your Credit Card Account are applied will

be determined by us at our discretion. However, generally they will be applied in the order set out below:

- (a) interest, fees (excluding a foreign currency service fee) and charges (with the interest, fees and charges incurred on the lowest interest rate Transactions repaid first);
- (b) any Transactions (excluding Cash Advances but including any applicable foreign currency service fee) with a lower interest rate than the standard annual debit interest rate (with the lowest rate Transactions repaid first if there is more than one interest rate applicable to Transactions lower than the standard annual debit interest rate);
- (c) Cash Advances (including any applicable foreign currency service fee) then all other credit arising from Transactions (including any applicable foreign currency service fee) processed prior to the last statement;
- (d) Cash Advances (including any applicable foreign currency service fee) then all other credit arising from Transactions (including any applicable foreign currency service fee) processed on the last statement;
- (e) Cash Advances (including any applicable foreign currency service fee) then all other credit arising from Transactions (including any applicable foreign currency service fee) processed on the current statement;
- (f) Cash Advances (including any applicable foreign currency service fee) then all other credit arising from Transactions (including any applicable foreign currency service fee) made since the current statement.

Notwithstanding the above clauses, if you have made a payment that creates a credit balance in your Credit Card Account, that credit will be applied to any future Transactions in the order that those Transactions are processed.

8.4 **Deposit Reversal:**

A Credit Card Account balance may be altered by reversal of any unpaid cheque or other non-cash payment included in a deposit.

8.5 **Direct debit facility:**

You may have a direct debit facility where we will debit a New Zealand bank account for either your full statement Closing Balance or the “current minimum payment due” or the “total minimum payment due” (as applicable) on the Due Date detailed on your statement. You will need to complete a Direct Debit authority form that can be downloaded from bnzcreditcards.co.nz Alternatively call us on **0800 931 932** and request a form by post.

Once your direct debit is set up, you will receive a statement with a message on the remittance advice stating: “Unless advice to the contrary is received from you by dd/mm/yy (date), the amount of \$(dollar amount) will be directly debited from your bank account on dd/mm/yy.” Until this time you should continue to pay your account in the normal manner.

If you make a separate manual payment, your direct debit payment will still equal the amount detailed on your statement unless you contact us to amend the direct debit amount by the notice date detailed on your statement.

9. Your Liability

9.1 **Operation of your Credit Card Account:**

You agree:

- > Not to use your Card beyond the credit limit applying to your Credit Card Account;
- > To pay at least the “current minimum payment due” or the “total minimum payment due” by the Last Date for Payment;
- > To immediately pay any amount that exceeds your credit limit;
- > To advise us of any change to your contact details;
- > To notify us immediately if your Card has been lost or stolen or your PIN has or may have become known to someone else;
- > To immediately destroy your Card if requested;
- > To pay in the manner and at the times requested by us the full amount of all transactions and all costs, charges and interest on your Credit Card Account;
- > To advise your bank and any other party to cancel any authorities (e.g. automatic payments, direct debits) authorising payments to or transactions from your Credit Card Account once it has been closed or withdrawn.

9.2 **If you do not pay your Credit Card Account:**

- > Any legal fees (on a solicitor/client basis), debt collection costs or other costs which we may incur in recovering or attempting to recover any amounts properly payable by you to us may be debited to your Credit Card Account; and
- > We have the right to debit any other account you may have with us for any money due by you to us in respect of your Credit Card Account.

9.3 **Liability when Card is lost or stolen:**

Once you have notified us that your Card has been lost or stolen, or your PIN may have been disclosed to someone else, you will not be liable after that time for any Transactions made by someone else using your lost or stolen Card.

You will not be liable for any loss before notifying us unless you have:

- > Unreasonably delayed notifying us;
- > Selected an unsuitable PIN such as the examples referred to in clause 2.6.4;
- > Written your PIN on your Card or kept a written record of your PIN with or near your Card;
- > Kept your PIN in a form that can readily be identified as a PIN;

- > Disclosed your PIN to someone else or failed to take reasonable care to prevent others from identifying your PIN, when, for example, keying-in or using your PIN;
- > Allowed someone else to use your Card or failed to reasonably safeguard your Card;
- > Contributed to or caused losses from unauthorised Transactions by your actions.

9.4 **Extent of liability:**

If any of the events in clause 9.3 apply, you will be liable for all transactions before you notified us, or for any loss which could otherwise have been prevented up to the amount you yourself would have been able to access during the time before you notified us of the loss or theft of your Card, or the disclosure of your PIN.

If these transactions cause your credit limit to be exceeded, you will be liable to pay the overlimit portion of your Credit Card Account balance without delay.

9.5 **Negligent or fraudulent actions:**

The limits on your liability set out in clauses 9.3 and 9.4 do not apply where you have acted negligently or fraudulently, either alone or together with any other person.

9.6 **Your liability:**

You will be liable for all loss, including any consequential losses suffered by third parties, if you act fraudulently, either alone or together with any other person.

You may be liable for some or all losses arising from any unauthorised access whether occurring before or after notification if you have caused or contributed to that loss. For example, by failing to comply with these Terms and Conditions.

9.7 **You are not responsible for:**

- > Any negligent or fraudulent conduct by any of our staff or agents or parties involved in the provision of electronic banking services;
- > Any incorrect charges to any of your Card Accounts when the machinery used or system involved in a Transaction is not working properly, unless you persist in using the Card Account when advised by a message or notice on display that the machinery or system is not functioning properly;
- > Any unauthorised Transaction occurring either before you receive your Card or when it is clear to us that you could not have contributed to any loss you may have suffered.

9.8 **Security:**

Any money owing by you in respect of your Credit Card Account is secured by any present or future securities given by you (whether in conjunction with any other person(s) or not) to us.

10. Our Position

10.1 **We are not responsible for:**

- > Refusal by a Visa Member to make a Cash Advance or accept your card for payment;

- > Any dispute between you and a Merchant;
- > Any dispute between you and any additional cardholders or Account Owners;
- > The actions of any Merchant, other than those you notify to us and which we correct under clause 12.4;
- > Any losses caused by occurrences beyond our control, including non-delivery of mail (except to the extent you are not responsible as set out in clause 9.7);
- > Failure of an ATM or communication linkage resulting in you being unable to use your Card;
- > Any action taken by us, where your Card has been reported lost or stolen, which results in a Merchant refusing a Transaction because he or she suspects that you do not own your Card;
- > Any action taken against you in connection with the fraudulent use of your Card, except to the extent it relates to a card reported lost or stolen, during the period the card was lost or stolen;
- > Any losses which arise where you have acted negligently or have acted fraudulently, either alone or together with any other person(s).

10.2 **We are not liable for:**

Provided we have complied with our duty to act with reasonable care and skill and our other obligations under the Consumer Guarantees Act 1993, we:

- > Will not be liable for any claim that arises from acting reasonably in accordance with your instructions;
- > Will not be liable for any loss suffered by you or any third party due to matters outside our control (including, without limitation, non-delivery of mail, machine failure, system failure, strikes, or communication linkage failure resulting in you being unable to use your Card);
- > Accept no liability for the loss or destruction of, or delay in processing, cheques or other instructions or documents;
- > Accept no liability (except interest for the period of the delay) for any delay in transferring funds to or from your accounts;
- > Will not be liable for either refusing to act on contradictory instructions given in respect of your Credit Card Account or for acting on any one only of such contradictory instructions;
- > Will not be liable for any action taken by us, where your Card has been reported lost or stolen, which results in a Merchant refusing a transaction because he or she suspects that you do not own your Card;
- > Will not be liable for any losses which arise where you have acted negligently or have acted fraudulently, either alone or together with any other person(s).

10.3 **Facsimile, telephone and email access:**

Where we act upon a facsimile, telephone, email or other electronic instruction from you regarding your Credit Card Account and that instruction appears to our reasonable satisfaction to have been made in accordance with

authorities held by us (“the Instruction”), to the extent permitted at law you indemnify us against all losses, claims and expenses that we may incur by reason of acting upon the instruction. Without further authority or enquiry we may debit your Credit Card Account with all such claims and expenses whether or not your Credit Card Account may exceed its credit limit as a result. As a result, interest may be charged as explained in clause 7 of these Terms and Conditions.

10.4 Reasonable care and skill:

We will provide our services in relation to your Credit Card Account with reasonable care and skill.

10.5 Code of Banking Practice:

We will comply with the Code of Banking Practice as it applies to these Terms and Conditions.

11. Suspending your Credit Card Account (including limiting or suspending transactions), closing your Credit Card Account or card cancellation

11.1 By us:

We may at any time suspend operation of your Credit Card Account (including, but not limited to, limiting or suspending the number, types and/or amounts of transactions we authorise on your Credit Card Account) or close any Credit Card Account. We may at any time cancel your right to use your Card. As soon as your Credit Card Account is closed or your Card is cancelled, you must destroy all Cards issued on your Credit Card Account by cutting them (including any chip on the Cards) in half. If your Credit Card Account is cancelled, you must then immediately pay the entire balance of your Card Accounts that we have specified.

11.2 By Account Owner:

If you are an Account Owner you can apply to cancel your Card and close your Credit Card Accounts and confirm that your Card has been destroyed (it should be cut in half by you) by:

- > Calling us on **0800 931 932**;
- > Sending us an email via our Internet Banking site, **bnz.co.nz** (note that you will need to be registered for Internet Banking to do this);
- > Sending written advice to: BNZ Credit Cards, PO Box 2295, Wellington 6140, fax number **+64 4 474 9359**;
- > Completing an appropriate form, which is available at any of our stores.

If you are an Account Owner you must destroy all Cards issued on your Credit Card Account by cutting them (including any chip on the Cards) in half.

11.3 Closed Credit Card Account:

If a Credit Card Account is closed and/or your Card is cancelled, whether by us or you, you will still be liable for:

- > Payment of the debit balance in your Credit Card Account;
- > All fees and charges and any transactions undertaken up to the time that your Card is destroyed. This is so even if Transactions undertaken have not been debited due to negotiation delays by a Merchant or other parties dealt with;
- > Use of the Card Number for any mail, telephone, recurring or remote transactions prior to or after the destruction of the Card;
- > Any legal fees (on a solicitor/client basis), debt collection costs or other costs which we may incur in recovering amounts owing on your various Card Accounts;
- > Any fees or other costs associated with any recurring transactions, or cancellation of any recurring transactions, arranged with a Merchant or another bank;
- > Interest on the outstanding balance of your Card Accounts if, for any reason, a Card Account is not paid off immediately.

Note that if any Card Account is a joint account, you and any other Account Owners will continue to be jointly and individually liable for any amount owing on your Card Account. Any indemnity given to us in these Terms and Conditions will survive closure of your Credit Card Account.

11.4 Repayment in other circumstances:

The entire debit balance of your Credit Card Account becomes immediately due and payable in the event of your death or if you become bankrupt or insolvent.

11.5 Card cancellation and Reward Points:

When your Credit Card Account is closed, Reward Points will not be earned on purchases made since your most recent Credit Card Account statement.

12. Errors or discrepancies

12.1 Notification of errors:

You must notify us in writing within 30 days of your Credit Card Account statement closing date if you think that:

- > That statement shows an incorrect charge;
- > A Transaction is incorrectly recorded;
- > You have lost funds because an ATM or EFTPOS terminal is not working properly.

You are responsible for checking your statements to ensure their accuracy and advising us of any error or discrepancy even if you are away from the statement address we hold for you. If you do not write to us within this time period at the address listed at the end of these Terms and Conditions, the charge or the record of the transaction will remain.

- 12.2 **Information required:**
If you think an error or mistake has been made you need to tell us:
- > Your name;
 - > Your Card Number and the numbers of your Credit Card Accounts you think have been affected;
 - > What happened, when it happened, how much you think has been lost and, if relevant, who the Merchant is or where the ATM or EFTPOS terminal is located.
- 12.3 **How we will respond:**
We will acknowledge receipt of your enquiry and advise you of the expected time that it will take to obtain the necessary information in order to respond fully to your enquiry.
- 12.4 **Action we will take:**
We will correct your Credit Card Account if we are satisfied that an ATM or EFTPOS terminal was not working properly, if we have made an error, or if the Card used was forged or faulty, or, subject to the exceptions set out in these Terms and Conditions, if the Card has been used fraudulently. If, as a result of our investigation, we believe that the charge or transaction should remain, we will write to you setting out our reasons for this conclusion. A fee may be charged for this service.
- 12.5 **If you are not satisfied:**
You should refer your complaint to the Manager Complaint Resolution, BNZ, PO Box 995, Auckland 1140, telephone **0800 788 999**. If you are unhappy with our investigation, you can refer the matter to the Banking Ombudsman, PO Box 25-327 Featherston Street, Wellington 6146, telephone **+64 4 915 0400** or call **0800 805 950**.

13. Your information

- 13.1 **Information about you:**
Information about you which, at any time, you provide to BNZ or is collected by BNZ or any related company (as defined in section 2(3) of the Companies Act 1993 as if “company” includes a company or other body corporate incorporated in New Zealand or any other jurisdiction) of BNZ (each a “**BNZ Company**”), or which you, at any time, provide in connection with your Card and Credit Card Account to Loyalty New Zealand Limited and current and future Fly Buys participants, Visa, and any insurance underwriters or insurance agents used in relation to your Card and Credit Card Account (collectively the “**Parties**”) may be stored, used or disclosed in accordance with this clause 13. Each of the BNZ Companies and Parties may rely on this clause 13 pursuant to the Contracts (Privacy) Act 1982.
- 13.2 **Storage of Information:**
Information about you may be stored physically or electronically, including in offshore facilities, by BNZ, any other BNZ Company or any third party (who is subject to an obligation of confidentiality in relation to that information) contracted to store it. Each BNZ Company will ensure that

any information held about you is protected securely by safeguards as required by the Privacy Act 1993 and any other applicable laws. No BNZ Company will disclose information about you to any person, except in connection with a purpose described below, or as authorised by you or as required or authorised by law.

- 13.3 **Use and Disclosure of Information:**
Information about you will be used primarily for administering your Credit Card Account and offering or providing banking and other financial services to you. Information may be disclosed to another BNZ Company or a third party in connection with any of these purposes provided the recipient of the information is subject to an obligation of confidentiality in relation to that information. Information may also be used to further the relationship between you and any BNZ Company, the Parties or a third party, and for marketing purposes. This includes, without limitation, communicating with you via email, text message, an on-line facility (without an unsubscribe facility), telephone or post about any products, services or promotions offered or distributed by any BNZ Company, the Parties or a third party.
- 13.4 **Legal and regulatory compliance:**
You agree that BNZ, and any other BNZ Company, can collect information from you and use that information to help any BNZ Company comply with any laws, rules or regulations in New Zealand or overseas. You agree to supply any information requested by any BNZ Company to help BNZ, or any other BNZ Company, comply with any such laws, rules or regulations in New Zealand or overseas. You also agree that any BNZ Company can share any information about you and your accounts with any government body or agency in New Zealand or overseas (including any tax authorities) to help the BNZ Company comply with any laws, rules or regulations in New Zealand or overseas.
- 13.5 **Market research:**
To see your views on its services and the products it offers, a BNZ Company or a Party may provide your name, address and telephone number to reputable market research organisations. The information is selected at random and places you under no obligation to take part in the market research. The information is supplied in strict confidence to the research organisation, which will not be authorised to use it for any other purpose. However, if you do not wish to be involved, please advise us.
- 13.6 **Credit agencies:**
In respect of opening accounts, loan applications and reviews, you authorise the BNZ Company to make credit references and other enquiries within its normal procedures. For this purpose, the BNZ Company may seek from any such source information concerning you.
You also authorise the collection and disclosure of all information relevant to your accounts from/to any credit reporting agency. Credit reporting agencies may use information disclosed by the BNZ Company to update their

credit reporting database, and disclose any information that they hold about you to their own customers as permitted under the Credit Reporting Privacy Code. In addition, the BNZ Company may use any service provided by its credit reporting agencies to receive updates of the information it holds about you.

In the event that you are in default under any loan or facility from the BNZ Company, the BNZ Company is authorised to disclose all relevant information about you, to and for the use by, credit reporting agencies, debt collection agencies and law firms.

13.7 **Access and Correction:**

Pursuant to the Privacy Act 1993 and other applicable laws, if you are an individual you have rights to see and request correction of personal information about you held by a BNZ Company.

13.8 **Please tell us:**

If you do not wish to provide all the information requested on an application form, then please tell us. If you do not provide all the information requested on the application form, we may restrict the products, facilities and/or services available to you.

13.9 **Contacting us:**

To obtain more information about how we manage information about you or if you would like a copy of our relevant privacy policies please contact us.

14. General

14.1 **Financial difficulty:**

You should notify us immediately if you are in financial difficulty and believe you may not be able to meet your obligations to us. Please call us on **0800 931 932**.

14.2 **Insurance products:**

We may from time to time make insurance products available to you. You will be advised of the costs and conditions that apply to those products.

14.3 **Promotions:**

We may, in association with any Merchant, company or person, run various schemes to promote our goods and services and/or those of that other party.

You will be advised of the nature and benefits of any such promotion.

14.4 **More information:**

You may at any time ask us for information about your Card Accounts. This includes copies of previous statements, details of transactions, details of the current fees and charges or copies of our current Terms and Conditions. However, changes to Card Accounts may only be made by you if you are an Account Owner. We may charge a fee for these services.

14.5 **Changes to these Terms and Conditions:**

We may change, add to, delete or replace these Terms and Conditions from time to time by giving you at least 14 days' written notice to your last known address or by advertisement in the public notice columns of major newspapers, display in our stores and posting on our website.

14.6 **Your contact details:**

You must notify us promptly of any change to your contact details (including address, telephone details and email address if applicable). Until you do, we may assume that the contact details we hold for you are correct.

14.7 **Credit Contracts and Consumer Finance Act 2003:**

The Credit Contracts and Consumer Finance Act 2003 applies to your Credit Card Account if you established it on or after 1 April 2005. Parts 2 and 3 of the Credit Contracts and Consumer Finance Act 2003 only apply to your Credit Card Account if you are an individual and, at the time you entered into this credit card agreement you do so primarily for personal, domestic or household purposes. If you established your Credit Card Account before 1 April 2005 then it will continue to be subject to the Credit Contracts 1981 unless we elect otherwise. We will notify you of any such election.

14.8 **Visa Platinum Travel and Visa Entertainment:**

Your Card entitles the Account Owner or an additional cardholder to exclusive special offers when you purchase goods or services from the Visa Platinum Travel Partners and Visa Entertainment Partners. The special offers provided by each Partner are described online at **visaplatinum.com**. The Partners and offers are subject to change at any time without notice and your ability to use Visa Platinum Travel or Visa Entertainment can also be withdrawn at any time without notice. We and Visa are not responsible or liable to you in any way whatsoever in relation to any good or service provided to you by a Visa Platinum Travel Partner or Visa Entertainment Partner or any dispute that arises between you and any such Partner in respect of the goods or services that they provide.

14.9 **Concierge Services:**

Your Card entitles the Account Owner or an additional cardholder to use the Visa Concierge Service, which provides assistance and support for travel, entertainment and business needs. The Concierge Service is provided by Visa, or a third party on Visa's behalf, and Concierge Service staff may at their discretion refuse to consider or deal with a Concierge Service request. The Concierge Service is subject to change at any time without notice and your ability to use the Concierge Service can also be withdrawn at any time without notice. We and Visa are not responsible or liable to you in any way whatsoever in relation to any good or service provided to you by a Concierge Service merchant or any dispute that arises between you and any Concierge Service merchant. You are responsible for all costs, charges and expenses incurred by you (including reservation fees,

cancellation or “failure to appear” charges) as a result of any booking, reservation or purchase that you make using the Concierge Service.

15. Loyalty programme

This section outlines the Terms and Conditions relating to the collection, redemption and conversion of Reward Points when using your Card. Additional terms and conditions may apply to the redemption of Reward Points for physical items that we offer in accordance with these Terms and Conditions.

15.1 Programme membership:

15.1.1 Only BNZ Platinum Visa and BNZ Limited Edition Platinum Visa cardholders are eligible for membership to the Reward Points programme. No other BNZ credit card can be linked to earn Reward Points.

15.1.2 By accepting your Card, you are consenting to us linking you to the Reward Points programme.

15.2 Earning Reward Points using your Card:

15.2.1 Reward Points are earned on purchases charged to your Card. Purchases do not include:

- > Cash Advances;
- > interest charges;
- > bank fees;
- > Bill Payments made to self-selected bill payees;
- > Bill Payments made to pre-selected bill payees as determined by us in our discretion;
- > Government charges;
- > Balance Transfers from other credit card accounts (although we may offer Reward Points on Balance Transfers as part of special promotions);
- > unauthorised Transactions for which you are not liable.

15.2.2 Your Reward Points balance will be calculated by us each month at the time your Card statement is issued. Reward Points earned during the statement period will be printed on your Card statement, along with your Reward Points balance. You will be advised separately of the Reward Points earning rate on your Card. This rate may be changed by us from time to time.

15.2.3 The number of Reward Points calculated each month will be rounded up or down to the nearest whole Reward Point.

15.3 Bonus Reward Points:

We may credit Bonus Reward Points to you from time to time as part of special promotions.

15.4 Reduction and deduction of Reward Points:

15.4.1 Where you obtain a refund or reimbursement for charges previously incurred on your Card (for example, when you return goods or cancel bookings made and paid for and a credit is issued to your Card) your Reward Points will be reduced accordingly. Any reduction of Reward Points is at our discretion.

15.4.2 Reward Points you accrue do not constitute property. You cannot transfer your Reward Points to any other person or entity or Credit Card Account by operation of law or otherwise. Reward Points may be redeemed for rewards by an Account Owner.

15.4.3 Reward Points you accrue have no cash or monetary value.

15.5 Rewards:

- > Reward Points can be converted to Fly Buys Points, or redeemed for physical items (as offered from time to time).
- > For joint accounts, a maximum of one Fly Buys number can be allocated to your Credit Card Account.
- > You can redeem Reward Points for physical items once you have sufficient Reward Points for the desired item (subject to availability).
- > You need to be a member of the Fly Buys programme to be eligible to convert Reward Points to Fly Buys points.

15.6 Converting or redeeming your Reward Points:

15.6.1 When you have obtained sufficient Reward Points you may request to convert or redeem them from the current list of items available. Physical items are only offered for redemption from time to time at our discretion and we reserve the right to not offer any physical item(s) for Reward Points redemption at any point in, or for any period of time. Requests must be made by the Account Owner. The oldest Reward Points earned will be deducted first in redeeming your Reward Points for a reward.

15.6.2 For conversion of Reward Points to Fly Buys points, the minimum number of Reward Points required is equal to the number of Reward Points required to convert to 1 Fly Buys Point.

15.6.3 All Fly Buys Points acquired with the redemption of Reward Points will be communicated to Loyalty New Zealand Limited within 10 business days of the redemption. Once Reward Points are converted into Fly Buys Points, they are not able to be reconverted.

15.6.4 Any Reward Points not redeemed within 60 months after the end of the month in which they were earned will expire and be deducted from the Reward Points balance appearing on your Card statement. All Reward Points due to expire are detailed on your two statements prior to their expiry. It is your responsibility to ensure Reward Points are redeemed prior to expiry.

15.6.5 To redeem Reward Points for Fly Buys Points, the Account Owner must be a member of the Fly Buys programme.

15.7 General:

15.7.1 We are responsible only for the correct communication and calculation of Reward Points you earn when using your Card and the provision of Reward Points and, except to the extent set out in clause 15.7.4, redemption items acquired directly using your Reward Points. We are not responsible or liable for the provision of Fly Buys Points when you convert your Reward Points into Fly Buys Points. Loyalty New Zealand Limited is solely responsible for the provision of Fly Buys Points.

- 15.7.2 We are not responsible for the rewards you receive under the Fly Buys programme. In relation to Fly Buys Points, Fly Buys Terms and Conditions apply. Any dispute relating to Fly Buys rewards you receive will be settled by you and Loyalty New Zealand Limited, or the person, company or firm that supplies the reward. We will bear no responsibility for resolving such disputes or for the dispute itself.
- 15.7.3 We reserve the right to terminate your ability to convert Reward Points to Fly Buys Points at any time.
- 15.7.4 Where you redeem your Reward Points for wine or other liquor as offered from time to time, such rewards will be supplied to you directly by a third party. In respect of such rewards you acknowledge that you are 18 years of age or older.
- 15.7.5 Fraud or abuse in the use of your Card in the Reward Points programme may result in the forfeiture of accrued Reward Points as well as cancellation of your Credit Card Account and your Card linkage.
- 15.7.6 If your Credit Card Account balance is over its credit limit, or your Total Minimum Payment Due is in arrears, or in other circumstances relating to the operation of your Credit Card Account as determined by us, your Credit Card Account may not be eligible to be linked to the Reward Points programme or earn and/or redeem Reward Points during a specified period.
- 15.7.7 All questions or disputes regarding eligibility of Reward Points will be resolved by us at our sole discretion.
- 15.7.8 We reserve the right to suspend, change or terminate the Reward Points programme at any time without prior notice.
- 15.7.9 When you provide us with your Fly Buys membership number, you are consenting to us holding that number. We will use this information to allow communication in relation to your Reward Points with Loyalty New Zealand Limited and we may also use this information for marketing purposes, planning, product development, research and other commercial purposes. We may also provide personal information about you to Loyalty New Zealand Limited to enable it to provide services relating to the Fly Buys programme, market research and marketing. Loyalty New Zealand Limited will hold and use this information in accordance with the Fly Buys programme Terms and Conditions.

16. How to contact us

Any queries or to report a lost or stolen card:

Within New Zealand:

Call **0800 931 932**, 24 hours a day, 7 days a week or visit any BNZ store during normal business hours Monday to Friday, excluding public holidays.

While overseas:

Call the International Access Code followed by **+64 800 931 932**, 24 hours a day, 7 days a week.

Further information, and copies of our current disclosure statement and standard account Terms and Conditions may be obtained from any store or agency of BNZ.

To write to us address your letter concerning your Card to:
BNZ Credit Cards
PO Box 2295
Wellington 6140
New Zealand

You can also visit us on the Internet at **bnzplatinum.co.nz** or if you are registered with Internet Banking you can send a secure email at **bnz.co.nz**.

- Visit **bnz.co.nz**
- Phone **0800 800 667**

