

# National Bank Travel Card

Conditions of Use.

These Conditions of Use are current as of 17 August 2009

These Conditions of Use (as amended from time to time) govern the use of your National Bank Travel Card. Please read them before you use your Card and retain them for future reference. You agree to be bound by these Conditions of Use by using your Card.

Your new National Bank Travel Card can be used in an ATM and for purchases (including those over the phone, mail order and online over the internet).

We are bound by the Code of Banking Practice when we provide our products or services to you. A copy of the Code of Banking Practice is available from any branch of The National Bank.

A copy of the Disclosure Statement published by ANZ National Bank Limited is available from any National Bank branch.

## Contents

Definitions	11
1. Obtaining a Card and Getting Started	13
2. Card Security and PIN Security	14
3. Loading Value onto your Card	16
4. Back-up Cards	18
5. Using your Card	18
6. Processing of Transactions by The National Bank	21
7. Use of Card in Currency other than Stored Value Currency	21
8. Using the Card outside New Zealand	22
9. No Provision of Credit	23
10. Fees and Charges	24
11. Checking Statement Details, changing your PIN or Details	24
12. Mobile Phone SMS Functions	25
13. What Happens if your Card is Lost or Stolen?	27
14. Replacement Card	28
15. Changes to these Conditions of Use	28
16. Expiry or Cancellation and Redemption of Stored Value	29
17. Anti Money Laundering	31
18. Liability	32
19. Disclaimer of Warranties	35
20. Reporting Errors and Resolving Disputes	35
21. Your Personal Information	37
22. Change of Name or Address	40
23. General	41

## Definitions

**National Bank** means The National Bank, part of ANZ National Bank Limited;

**ATM** means an automatic teller machine linked to MasterCard at which you can use your Card and PIN to access your Stored Value;

**Back-up Card** means one additional Travel Card that will be issued to you and which has a separate card number and PIN that enables you to access your Stored Value;

**Bill Payment** means the electronic bill payment service;

**Business Day** means a day (other than a Saturday or Sunday) on which banks are open for business in Wellington and Auckland;

**Card** means your National Bank Travel Card;

**Card Details** means your Card number, Card Expiry Date, PIN, Secure Access Code, Card Verification Code (CVC2) or any other details that can be used to make a Transaction;

**Card Expiry Date** means the expiry date printed on the Card;

**Card Fee** means the fee payable by you on issuance of the Card in accordance with Clause 3;

**Card Replacement Fee** means the fee payable by you on replacement of your Card in accordance with Clause 3;

**Card Services** means any service provided by The National Bank or its suppliers in connection with the Card or Stored Value and includes the ability to allow you to effect Transactions;

**Card Verification Code** means the 3 digit number printed at the end the signature strip on your Card. It is also sometimes known as CVC2;

**Cash Withdrawal** means a Transaction to withdraw cash made at an ATM or by a bank teller to debit your Stored Value;

**Conditions of Use** means these Conditions of Use as amended by The National Bank from time to time in accordance with Clause 15;

**EFTPOS** means electronic funds transfer at point of sale;

**MasterCard** means MasterCard International Incorporated, the licensor of the right to use the 'MasterCard' brand, and in relation to a National Bank Travel Card includes the registered designs and word marks used on or in connection with it.

**MasterCard Member** means any financial institution affiliated to MasterCard and displaying the MasterCard symbol.

**Merchant** means a retailer or any other person, firm or company who or which is bound by a merchant agreement with any MasterCard Member.

**Personal Information** is the information that we collect from you, or about you, when you purchase your Card and when you use your Card to conduct any Transaction;

**PIN** means your four digit personal identification number that is the code of numbers that you are to use with your Card when using the Card for Transactions (except for Transactions requiring a signature);

**Secure Access Code** means the four digit password that is allocated to you and to be used as your Secure Access Code when you access your Card information (including balance and transaction history) by phoning **0800 75 73 72**. The Secure Access Code is also used to access your internet banking service for the first time. The Secure Access Code is different to your Card PIN which is selected by you at the time of purchase;

**Security Details** means the information that is to be used to allow you to access your Stored Value details at [www.mytravelcard.co.nz](http://www.mytravelcard.co.nz) or by phoning **0800 75 73 72** or in your dealings with The National Bank relating to your Card. Your Security Details may include your Secure Access Code, Card number, CVC2 and those amended Security Details that we may agree to accept from you from time to time;

**Stored Value** means the amount of Value, measured in the Stored Value Currency, that is available to you for use for Transactions using the Card;

**Stored Value Currency** means the currency in which you have elected to purchase Stored Value from The National Bank in accordance with Clause 1.2;

**Transaction** means all the transactions debited or credited to your Stored Value or made using your Card including those for the purchase of goods or the obtaining of services or Cash Withdrawal, transactions initiated via an ATM that accepts your Card, teller's terminal, EFTPOS terminal and mail, telephone, or remote (Internet or email) purchases, payments credited to your Card.

**Travel Card** means the prepaid travel card or cards (including, where relevant, the Back-up Card) issued by The National Bank to you to allow you to access your Stored Value by effecting a Transaction, where that Stored Value is measured in a currency other than New Zealand dollars;

**Value** means the amount of Value, measured in Stored Value Currency, that you purchase from The National Bank at any time for use in Transactions using the Card which is then added to your Stored Value;

**we, us, our** means The National Bank or anyone to whom The National Bank assigns its rights; and

**you** means the person, aged 16 or over, to whom a Card has been issued and your executor(s) and administrator(s).

In these Conditions of Use, references to clause numbers are references to clauses in these Conditions of Use.

## **1. Obtaining a Card and Getting Started**

The National Bank is the issuer of the Card. Before we can issue you with a Card, and before you can purchase Value, the following steps must be taken.

### *1.1. Identification*

You must satisfy our identification requirements. If you are not an existing National Bank customer, you can assist us by showing us original documents that identify you e.g. your Passport or Drivers Licence. A list of required documents can be obtained from any National Bank branch.

### *1.2. Choose a Currency*

When you purchase a Travel Card, you will need to tell us the Stored Value Currency you would like. The Stored Value Currency you select must be one of Australian Dollars, United States Dollars, Great British Pounds (Pound Sterling), Euro or any additional currency that we may offer from time to time.

### *1.3. Load the Card*

When you receive your Card you will need to purchase and load Value onto the Card in the manner described in these Conditions of Use. The purchased Value is available to use once it has been added to your Stored Value and your Card is activated in accordance with these Conditions of Use.

When you load a Travel Card for the first time there is a minimum Value which is set out below:

AUD \$250

EUR €150

GBP £100

USD \$200

### *1.4. Activate your Card*

Once we have approved your identification and you have purchased your Card, we will activate your Card(s) and, if applicable, your Back-up Card ready for use. Card activation can be done in branch or by calling **0800 75 73 72**.

### *1.5 Select a Secure Access Code*

When you purchase a Card you will be provided a Secure Access Code. This is to be used to access your Stored Value details online at [www.mytravelcard.co.nz](http://www.mytravelcard.co.nz) or calling **0800 75 73 72** for the first time. After this you will be required to choose your own unique Secure Access Code.

## **2. Card Security and PIN Security**

**2.1** The security of your Card is very important. If you fail to observe the following security requirements you may increase the risk of unauthorised use of the Card. You must:

- a) sign the back of your Card (and any Back-up Card) immediately upon receipt;

- b) Select a PIN for each Card;
- c) on the Card Expiry Date destroy your Card (and any Back-up Card) by cutting each diagonally in half through the magnetic strip;
- d) not let anyone else use your Card or your Back-up Card;
- e) always remember to take back your Card after each use;
- f) take reasonable steps to protect your Card from loss, theft or misuse;
- g) notify us immediately after you become aware that your Card has been lost or stolen, or that your Card or the Card Details (for example, the Card number and Card Expiry Date) have been used by someone else without your authority.

2.2 You must keep your PIN and Secure Access Code secure. Failure to do so may increase the risk of unauthorised Transactions and your liability for any loss.

2.3 You must not:

- a) disclose your PIN or Secure Access Code to any other person;
- b) select PINs or Secure Access Codes that we advise are unsuitable. Unsuitable PINs and Secure Access Codes include:
  - > birth dates, months or years
  - > sequential numbers (e.g. 3456)
  - > number combinations that may be easily guessed (e.g. 1111)
  - > parts of your telephone numbers
  - > parts of numbers sequentially printed on any of your Cards
  - > other easily accessible personal data (e.g. drivers licence number or other numbers easily connected with you).

You should not use the same PINs and Secure Access Codes as selected/used for other equipment such as lockers, security systems or mobile phones. Selection of an unsuitable PIN or password (as determined by The National Bank) may result in you being liable for some or all losses from unauthorised use.

- c) allow any other person to see you entering, your PIN or Secure Access Code;
  - d) record your PIN or Secure Access Code anywhere.
- 2.4 You must report the disclosure or possible disclosure of your PIN or Secure Access Code as soon as you are aware or suspect your PIN or Secure Access Code has been disclosed. See Clause 11 below on how to report disclosure or potential disclosure.

### 3. Loading Value onto your Card

- 3.1 When you purchase your Card, or are issued with a replacement Card, your initial purchase of Value and payment of the initial Card Fee and any Card Replacement Fee must be made:
- a) from your National Bank account; or
  - b) from your National Bank Foreign Currency Account if that Account is held in the Stored Value Currency; or
  - c) using New Zealand dollars cash; or
  - d) using foreign cash in the Stored Value Currency; or
  - e) using a credit card issued by The National Bank or another financial institution; or
  - f) any other way that we may make available to you at that time.

When you load your Travel Card for the first time there is a minimum Value which is set out in section 1.3 of these Conditions of Use.

- 3.2 After your initial purchase of Value, any subsequent purchase of Value must be made by using a Bill Payment or by visiting any National Bank branch and presenting your Card number, identification and using any of the methods of payment described in Clause 3.1 above.

When purchasing additional Value by Bill Payment you must use your Card number and name as your customer reference. You may be charged a fee by your New Zealand bank for setting up Bill Payments and for Bill Payment transactions.

A fee will be payable each time you purchase additional Value. See The National Bank Travel Card Guide for more information.

- 3.3 The purchase of Value can only be made in New Zealand Dollars, or with foreign cash in the Stored Value Currency, or from a Foreign Currency Account in the Stored Value Currency. Therefore, if you want to make a payment in another currency it is your responsibility to arrange for this to be changed into New Zealand Dollars or the Stored Value Currency.

We will convert the purchase of Value in New Zealand Dollars into the Stored Value Currency as described in Clause 3.6.

- 3.4 There are limits to the amount of Value and Stored Value you may purchase or hold as well as daily limits on reloads, cash withdrawals and EFTPOS transactions. See the table set out in The National Bank Travel Card Guide for more information.

- 3.5 You may not purchase Value for a Card that has been cancelled or after it has expired.

- 3.6 We will convert the New Zealand dollars received by us into the Stored Value Currency. The conversion rate used by us will be:

- a) for Value purchased at a National Bank branch on any given day, the applicable "Bank Sells" foreign exchange rate being the rate at which The National Bank sells the Stored Value Currency at the time of the Transaction; and
- b) for Value purchased by Bill Payment, the applicable "Bank Sells" foreign exchange rate being the rate at which The National Bank sells the Stored Value Currency on the day we receive cleared funds for the full amount of the Value purchased to your Stored Value (usually no more than three business days after you initiate your Bill Payment instruction to transfer the funds to us).

The converted funds will then be used to complete your purchase of Value in the Stored Value Currency. Generally, you pay for converting New Zealand dollars into the Stored Value Currency when we apply the conversion rate quoted by us, as described above. This is because we may obtain a benefit when entering into foreign exchange transactions by incorporating a commission into the "Bank Sells" foreign exchange rate.

#### **4. Back-up Cards**

- 4.1 A Back-up Card will be provided to you at the time you receive your Travel Card.
- 4.2 The Back-up Card may be used for Transactions in the same way as your Travel Card but has a separate Card number, CVC2, PIN and Card Expiry Date. It may be activated for use at the same time as your Travel Card and can be used to access your Stored Value.
- 4.3 The Back-up Card is issued to you and is not transferable. No-one other than you should use the Card.

#### **5. Using Your Card**

- 5.1 Your Card remains the property of The National Bank at all times. Your Card may not be copied or reproduced and may be retained by The National Bank at any time without notice. You agree to return your Card when The National Bank asks for it. A Merchant may also be required, at The National Bank's request, to retain your Card and you agree to deliver the Card to any Merchant who asks for it.
- 5.2 You can only access your Stored Value by using your Card Details.
- 5.3 Your use of the Card is limited by the amount of the Stored Value that you retain at any one time, and the applicable daily Transactional limits set out in The National Bank Travel Card Guide, after deduction of all applicable fees and charges. For example, you cannot spend more in a Transaction than the lesser of the Stored Value of your Card less any fees and charges applicable to the Transaction and any limit on that Transaction type.

- 5.4 Where you use your Card to withdraw cash, you accept that:
- a) not all electronic equipment from which cash can be withdrawn will always contain cash;
  - b) there may be limits set by different ATM operators on the amount of cash that may be withdrawn from one or more of their ATMs on a given day and these limits may be below the ATM cash withdrawal limits set out in The National Bank Travel Card Guide;
  - c) any cash dispensed at electronic equipment is at your risk once it becomes visible or available for you to collect; and
  - d) some ATM operators may impose a surcharge when you use their ATM to make a withdrawal. See Clauses 6 and 10.
- 5.5 The Card will normally be honoured by MasterCard Members and Merchants displaying the MasterCard symbol that accept MasterCard electronically. This means that your Card cannot be used in an 'offline' transaction, such as in a zip zap machine. Instead, your Card must be used in an ATM or terminal that is 'online' and connected to the MasterCard network. However, MasterCard promotional material displayed on any premises cannot be taken as a warranty by us, the Merchant or any person carrying on business there, that all goods and services available at those premises may be purchased with the Card.
- 5.6 The price a Merchant charges for goods and services purchased with a Card may vary from the price a Merchant charges for the same goods and services purchased with cash.
- 5.7 Unless required to do so by law, we do not accept any liability:
- a) if any MasterCard Member or Merchant displaying a MasterCard symbol refuses to accept or honour a Card; or
  - b) for goods and services purchased with your Card.

- 5.8 Some Merchants may require pre-authorisation of the estimated final bill (e.g. hotels, car rentals etc). In some places, they may not accept the Card for pre-authorisation expenditure. Alternatively they may accept the Card and an estimate of the final bill will be imposed as a hold amount against the balance on your Card and will be temporarily unavailable. If your final bill is not paid by using your Card, it may take 30 days before the pre-authorised amount is available again.
- 5.9 Any complaint about the quality of the goods or services purchased with your Card must be resolved by you directly with the Merchant concerned.
- 5.10 You must not use the Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of New Zealand and/or the jurisdiction you are in.
- 5.11 When you use the Card for Transactions, we will receive details of your Transactions from MasterCard. We will then debit the Stored Value applicable to your Card with the value of those Transactions in the Stored Value Currency as advised to us by MasterCard and together with any applicable fees as set out in the The National Bank Travel Card Guide.
- 5.12 The Card may be disabled if an incorrect PIN is used three times or if fraud is suspected. You may contact us by calling The National Bank to reactivate the Card, although there may be a delay. Once your Card has been reactivated, it will be available for use 24 hours after the time the last incorrect PIN was used or the time the Card is reactivated (which ever is the latest). If an incorrect PIN is used three times, some ATMs will not return your Card and you must contact the ATM operator for the physical return of the Card. In these situations once you have had your Card returned you will also need to contact The National Bank to reactivate the Card.
- If your Travel Card is disabled or retained by an ATM, you may still use the Back-up Card issued to you by The National Bank to access Stored Value on your Travel Card.

## **6. Processing of Transactions by The National Bank**

- 6.1 All Transactions that use Stored Value will be processed on the date they are received by us and are effective as at the date of the Transaction. The date that we receive a Transaction for processing may not be the date the Transaction was made. For example, we may be provided with information concerning purchases made using your Card or Card Details (for example mail or on-line purchases) a number of days after the purchase was actually made.
- 6.2 We may process Transactions received by us on a particular day in any order we see fit. This means that the order of processing Transactions on a day may vary from the order in which Transactions are made on that day or are received by us on that day.
- 6.3 Some ATM operators may impose a surcharge when you use their ATM to make a withdrawal. Surcharges may not appear as a separate Transaction item but may be included in the total Transaction amount. The National Bank has no control over these surcharges.

## **7. Use of Card in Currency other than Stored Value Currency**

### *7.1 Exchange Rate Selection*

All Transactions conducted in a currency other than the Stored Value Currency will be converted from the non-Stored Value Currency to the Stored Value Currency by MasterCard in accordance with its rules. MasterCard set exchange rates by reviewing wholesale buy and sell exchange rates from various sources, and approving and confirming them for each processing day. Please note that the date of processing will not necessarily be the date the Transaction occurs. There may be differences in the conversion rate for credits and debits on the same day due to the buy or sell rates used by MasterCard.

## 7.2 Foreign currency conversion

At the discretion of MasterCard, MasterCard transactions will either be converted directly from the currency in which the purchase was made to the Stored Value Currency, or will firstly be converted from the currency in which the purchase was made to US dollars and then converted to the Stored Value Currency.

## 7.3 Currency conversion charges

Currency conversion charges apply to all Transactions in a currency other than the Stored Value Currency. For the Travel Card this includes purchases or cash withdrawals made in New Zealand dollars. The applicable currency conversion charge will be shown with the relevant Transaction on your statement.

## 7.4 Non-Stored Value currency credit transactions (e.g. refunds)

For MasterCard non-stored Value currency credit Transactions, no currency conversion charge is applied. In the case of refunds, all currency conversion charges incurred on the original debit Transaction are refunded and credited to your Card. There may be differences between the original charge and the refund due to different buy or sell exchange rates used by MasterCard and changes in the exchange rate since the time of the original purchase. You will not be compensated for any loss caused by such differences.

## 7.5 Other details

Further details of the charges are contained in The National Bank Travel Card Guide. The currency conversion charge will be shown with your Transaction details online at [www.mytravelcard.co.nz](http://www.mytravelcard.co.nz).

*For example:*

Australian Stored Value Travel Card used in America

Purchase - Edna's Store Florida USA (100.00 USD @ 0.50)  
AUD 200.00

Currency Conversion Fee - Edna's Store Florida USA  
AUD 5.00

## 8. Using the Card Outside New Zealand

8.1 You will be liable for any purchases outside New Zealand whether or not the Customs Department allows the goods purchased to be brought into New Zealand.

- 8.2 Use of your Card may be subject to exchange controls and/or government requirements. Compliance with these requirements is your responsibility. Individual service providers such as overseas banks may determine the type of Transactions permitted, the Transaction limits and may charge a fee for using their ATMs.

## 9. No Provision of Credit

- 9.1 The Card does not entitle you to a bank account or any other banking facility with The National Bank.
- 9.2 We will not provide any credit in respect of your Card. Selecting the "credit" button on ATMs or Merchant terminals when you use your Card to make withdrawals or purchases gives you access to your Stored Value and does not provide you with any credit.
- 9.3 If:
- a) as a result of any error or other circumstance you receive an amount in excess of your Stored Value; or
  - b) you debit an amount in excess of your Stored Value at that time; or
  - c) your Stored Value is not sufficient to cover any fees and charges,

you agree to repay that amount to us within 14 days of a request from us for such repayment. Such a repayment may be made by your purchasing additional Value in an amount that exceeds the deficiency in Stored Value and in that event, you authorise us to deduct the amount of the deficiency from the purchased Value and only convert the remaining purchased Value to Stored Value. If we have not received payment for the deficiency in Stored Value within 14 days of a request from us we may pursue the amount via a collection agency or by other means. We have the right to debit any other account you may have with The National Bank for money due by you to The National Bank in respect of your Card.

## 10. Fees and Charges

- 10.1 Fees and charges apply to the Card and the Card Services and are set out in The National Bank Travel Card Guide, which was given to you when you purchased your Card and is available from any National Bank branch. Details of fees are also available from [www.mytravelcard.co.nz](http://www.mytravelcard.co.nz).
- 10.2 The Card Fee and Reload Fee are charged in New Zealand dollars and will be deducted from the Value before it is converted into the Stored Value Currency and added to the Stored Value. All other fees will be charged in the Stored Value Currency and will be debited directly from your Card.
- 10.3 Other third party fees and charges may also apply to your use of the Card Services, for example your bank may charge you to set up and make Bill Payments.
- 10.4 There may be additional fees charged by ATM operators or by MasterCard which The National Bank has no control over. These fees may not be included as separate Transaction items and may be included in the total Transaction amount.

## 11. Checking Statement Details, changing your PIN or Details

### 11.1 *Changing your PIN or personal information*

Subject to verification of your identity (including providing your Security Details), you may change your PIN by visiting [www.mytravelcard.co.nz](http://www.mytravelcard.co.nz) or by phoning us on **0800 75 73 72** and following the prompts. You can update your personal information by visiting your local National Bank branch.

### 11.2 *Checking Statement Details*

The National Bank will not send you paper statements for your Card. Instead, subject to verification of your identity (including providing your Security Details), electronic statements containing information about your Stored Value or Transactions can be accessed by calling **0800 75 73 72** or online at [www.mytravelcard.co.nz](http://www.mytravelcard.co.nz).

The electronic statements will show all of your Transactions, fees and charges for the previous 90 day period, and will

generally reflect the position of your Stored Value at that time, except for Transactions not yet processed by The National Bank. You should check your electronic statement regularly and notify us immediately if you notice any suspicious Transactions. You may request a paper copy of your statement(s) at any branch of The National Bank. The National Bank may charge a fee for this service.

You may be able to make a Stored Value balance enquiry at some ATMs although availability is dependent on the country and the ATM used. There may be a surcharge payable to the ATM operator for balance enquiries over which The National Bank has no control. The surcharge will not be shown as a separate Transaction but will be included in the total Transaction (if any) conducted using that ATM. If an ATM displays a balance for the Stored Value in a currency other than your Stored Value Currency the exchange rate applied may be different to ours and minor discrepancies can arise.

## **12. Mobile Phone SMS functions**

*12.1* You may register your mobile phone with The National Bank online at [www.mytravelcard.co.nz](http://www.mytravelcard.co.nz) or by calling **0800 75 73 72**. By registering your mobile phone with The National Bank, you confirm that:

- a) You have a mobile phone capable of SMS messaging; and
- b) You are authorised to use and incur charges on your mobile phone account in accordance with these Conditions of Use.

*12.2* If you have registered your mobile phone with The National Bank you must notify us immediately if you change phone numbers or your phone is lost or stolen. You can notify us by calling **0800 75 73 72**.

*12.3* You acknowledge that using your mobile phone in accordance with these Conditions of Use provides sufficient authority for us act on your instructions and we are not obliged to make further enquiries.

*12.4* If you have registered your mobile phone number with The National Bank you agree that The National Bank may send you an SMS text message:

- a) if your Stored Value goes into a negative balance; or
- b) if a lock has been placed on your Card.

12.5 You may set up an SMS text message alert to your mobile phone registered with us such as:

- a) low balance alert; or
- b) regular balance report; or
- c) after Stored Value has been loaded on to your Card.

These SMS text message alerts can be set up or cancelled by going online to [www.mytravelcard.co.nz](http://www.mytravelcard.co.nz), going into any National Bank branch or by calling 0800 75 73 72.

12.6 You may text a request to us from your mobile phone registered with us in order to:

- a) get the current balance of your Stored Value; or
- b) get your last five Transactions; or
- c) lock your Card. This is a temporary lock that will prevent the use of your Card (see clause 12.8 below for more information) ; or
- d) unlock your Card.

Please see The National Bank Travel Card Guide for details of the numbers to text us on and how to format these messages.

12.7 Fees apply to all SMS text message alerts (except for SMS text messages in clause 12.4) in addition to the standard fees charged by your mobile phone provider. Our fees will be deducted from your Stored Value. Details of these fees can be found in The National Bank Travel Card Guide. Fees charged by your mobile phone provider are your sole responsibility and any matters regarding these charges should be raised with your mobile service provider.

12.8 If you have temporarily misplaced your Card but do not believe it is lost or stolen, you can text us from your registered mobile phone or visit [www.mytravelcard.co.nz](http://www.mytravelcard.co.nz) to put a temporary lock on your Card. This will prevent

the use of the Card. Locking your Card is a temporary measure – if you think your Card has been lost or stolen you should immediately notify us in accordance with clause 13.

12.9 Additional details of SMS text messaging can be found in The National Bank Travel Card Guide.

### **13. What Happens if Your Card is Lost or Stolen?**

13.1 You must make a report to us by calling The National Bank immediately when you become aware that:

- a) your Card has been lost or stolen; or
- b) your Card or any of your Card Details have or may have been used by someone else without your authority.

13.2 The best way to make a report is to call us on **0800 72 42 00** or **+44 1 733 294 440**. You may also notify The National Bank by visiting a National Bank branch. If for any reason we are unavailable, you should report the loss or theft to MasterCard by calling **0800 449 140** or, if overseas, to any bank displaying the MasterCard card symbol. When a telephone report is made to us, we will give you a notification number or some other form of acknowledgement. You should retain this as evidence of the time and date of your report.

13.3 If you report to The National Bank that a Card has been lost or stolen, or your Card Details have been used by someone else without your authority, the Card will be cancelled as soon as the report is made. Therefore, if the Card has been lost or stolen and you find it after making the report, you must not use the Card. You must destroy the Card by cutting it diagonally in half through the magnetic strip.

13.4 We may issue you with a replacement Card (whether you are in New Zealand or overseas) in which case the Card number of the replacement Card may be changed by us. In that event, these Conditions of Use will apply to your use of the replacement Card. You will not be able to use the replacement Card to perform Transactions that

require a PIN until you have activated it and obtained the new PIN for the replacement Card by phoning **0800 75 73 72** (or **+64 4 499 1546** if overseas) and verifying your identity (including providing your Secure Access Code). You will still be able to use the replacement Card for Transactions requiring a signature only.

- 13.5* For Travel Cards that have been lost or stolen, you may still use the Back-up Card issued to you by The National Bank to access Stored Value on your Travel Card. You are still obliged to notify us that your Card is no longer in your possession as set out in this clause.
- 13.6* Clause 18.3 sets out when you may be liable for Transactions for which you did not give authority (including mail, telephone and internet Transactions) incurred before the report is received by us.

## **14. Replacement Card**

If your Card becomes faulty or damaged, you may order a replacement Card by calling The National Bank. All such Cards are subject to these Conditions of Use. A Card Replacement Fee applies for replacement of a Card, except where the Card becomes faulty (and the Card is returned to us)

We reserve the right not to issue a replacement Card to you.

For Travel Cards, The National Bank will not replace your Travel Card as you may still use the Back-up Card issued to you by The National Bank to access Stored Value on your Travel Card. If both Travel Cards are not able to be used then The National Bank will replace both Cards with a new Travel Card and a new Back-up Card.

## **15. Changes to these Conditions of Use**

The National Bank may amend these Conditions of Use at any time. The National Bank will notify you of any change by direct communication to your last known address, or by advertisement in the public notices columns of major newspapers or by displaying the change in branches of The National Bank. Any change is binding from the date notified by The National Bank. By using your Card after the change has come into effect you

agree to be bound by it. Conditions of Use will also be updated on the Card internet site [www.mytravelcard.co.nz](http://www.mytravelcard.co.nz).

Any amendment to these Conditions of Use which results in a change to your liability for losses will be notified to you in writing, posted to your address according to The National Bank's records, at least 30 days before the change takes effect. By using your Card after the change has come into effect you agree to be bound by the amended Conditions of Use.

If we give you notice of a change to these Conditions of Use and, as a result, you no longer wish to receive the Card Services, you can request us to cancel your Travel Card as detailed in Clause 16.

## **16. Expiry or Cancellation and Redemption of Stored Value**

*16.1* Once activated, the Card is operative until the Card Expiry Date or the Card Services are suspended or terminated or the Card is cancelled in accordance with this Clause 16. The Card and any Back-up Card cannot be used after the Card Expiry Date.

*16.2* Once the Card has expired or been cancelled:

- a) the Card and must not be used and we require you to destroy the expired or cancelled Card by cutting each diagonally in half through the magnetic strip; and
- b) you are responsible for any use of the Card until it has been cut diagonally in half through the magnetic strip.

### *16.3 Expiry*

Once your Card has expired, it cannot be replaced. You may, however, obtain a new Card by following the process for requesting a new Card set out in Clause 1 and upon activation of the new Card your Stored Value can be transferred to that new Card.

If you choose not to get new Cards you will still be able to access Transactions online and via **0800 75 73 72** until the account is closed.

#### 16.4 *Cancellation by you*

You may request the cancellation of your Card by visiting a National Bank branch or by mail by sending in the Cards each cut diagonally in half through the magnetic strip and written notification of your request to close.

#### 16.5 *Cancellation by The National Bank*

The National Bank may at any time without notice cancel your Card(s), any Back-up and ask that the Card(s) be returned to The National Bank. You must return each cancelled Card to The National Bank immediately after you are advised of its cancellation. Any residual Stored Value will be returned to you as set out in Clause 16.6.

#### 16.6 *Redeeming Stored Value*

Before the Card Expiry Date you may redeem some or all of any Stored Value:

- a) for cash at an ATM (subject to the minimum and maximum ATM withdrawal amount);
- b) by other means using a Transaction; or
- c) by requesting the cancellation of the Card so that any remaining Stored Value will be returned to you by way of the procedure set out below.

16.7 If your Card has expired, you may redeem the Stored Value by requesting the cancellation of the Card using the procedure set out below and requesting redemption of the entire Stored Value remaining on the Card. It is your responsibility to ensure the Stored Value is redeemed following the Card Expiry Date in accordance with these Conditions of Use. If you do not redeem the Stored Value within the first six years from expiry, we may be required to transfer the Stored Value to the Commissioner of Inland Revenue under the Unclaimed Monies Act 1971.

16.8 Payment of funds redeemed on cancellation (if any) may, at our discretion, be made either:

- a) by means of a direct deposit into an account (if any) that you hold with us; or

- b) in cash, if you do not hold an account with The National Bank.

16.9 Funds redeemed by cancellation of the Card will be paid by us to you not later than one business day after receipt of your cancellation request; less the amount of any Transactions on the Card which have not been finally settled (this may include any pre-authorisations or hold amounts as outlined in Clause 5.8). Not later than one business day after final settlement of the difference (if any) between the pre-authorisation or hold amount and the amount charged by the Merchant becoming available as Stored Value on your Card, we will repay that difference to you.

16.10 For Travel Cards, where we receive a request from you to redeem your Stored Value (if any), any payment to you, after deduction of all applicable fees, will be converted into New Zealand dollars. The conversion rate used by us will be the applicable "Bank Buys" foreign exchange rate being the rate at which The National Bank buys the Stored Value Currency at the time the Stored Value is debited from your Travel Card.

In general, you pay for converting Stored Value Currency into New Zealand dollars when we apply the conversion rate quoted by us, as described above. This is because we may obtain a benefit when entering into foreign exchange transactions by incorporating a commission into the "Bank Buys" foreign exchange rate.

## **17. Anti Money Laundering**

17.1 We may delay, block or refuse to make a Transaction if we believe on reasonable grounds that making the Transaction may breach a law in New Zealand or any other country, and we will incur no liability to you if we do so. You agree to release and hold us harmless from any loss or damage you may suffer as a consequence.

17.2 You understand that we may have to act promptly and on limited information if there is a suspicion of fraud, money laundering or other illegal activity.

- 17.3 You agree to provide all information to us which we reasonably require to comply with any law in New Zealand or any other country. You agree that we may disclose information which you provide to us where required by any law in New Zealand or any other country.
- 17.4 You declare and undertake to us that any payment of monies in accordance with your instructions to us will not breach any law in New Zealand or any other country.

## 18. Liability

### 18.1 *System, equipment and malfunctions.*

The ATMs and Merchant systems and facilities at which you seek to use the Card may not be owned by us and we are not responsible for ensuring that they will accept the Card. Although the MasterCard logo may be displayed in some countries the Card may not operate there (due to restrictions on MasterCard).

### 18.2 *Disruption to Card Services.*

Please allow sufficient time when planning Transactions. You should bear in mind that occasionally a service may be disrupted. A "disruption" is where a service is temporarily unavailable or where a system or equipment fails to function in a normal or satisfactory manner. We will correct any incorrect entry which is made as a result of a disruption and will adjust any fees or charges which have been applied as a result of an incorrect entry. To the maximum extent permitted by law, we will not be liable for any loss or damage, including consequential loss or damage, suffered because of a disruption. This disclaimer is in addition to, and does not restrict, any other provisions contained in these Conditions of Use which limit our liability.

### 18.3 *Unauthorised Transactions.*

If the Card is used for Transactions without your authority, your liability is set out below.

- a) Subject to the other provisions of these Conditions of Use, you will not be liable for unauthorised Transactions:
  - > relating to a forged, faulty, expired or cancelled Card;

- > where faults occur in machines, Cards or systems used, unless the faults are obvious or advised by message or notice on display;
  - > where it is clear that you have not contributed to the loss;
  - > that are caused by the fraudulent or negligent conduct of our employees or agents or any organisation involved in the provision of the Card Services;
  - > that are caused by the same Transaction being incorrectly debited more than once;
  - > resulting from unauthorised use of the Card or PIN:
    - > in relation to a Transaction which does not require a PIN authorisation, before your receipt of the Card;
    - > in relation to a Transaction which requires PIN authorisation, before you have activated the Card and been given a PIN; or
  - > after notification to The National Bank that the Card has been misused, lost or stolen, or that the PIN or Card Details security have been breached.
- b) You will be liable for any loss of Stored Value arising from any unauthorised Transaction using the Card (or any Back-up Card) or PIN if:
- (i) the loss occurs before notification to us that the Card has been misused, lost or stolen; or that the PIN has become known to someone else; and
  - (ii) you have contributed to the loss in any way, including through:
    - > fraud, or failure to look after and keep the Card and Card Details secure in accordance with these Conditions of Use;
    - > voluntarily disclosing the PIN or other Card Details to anyone, including a family

- member or friend;
- > keeping a record of the PIN or Secure Access Code on the Card, or any article carried with the Card or which may be lost or stolen at the same time as the Card;
  - > failure to take all reasonable steps to prevent disclosure to any person when keying-in PINs or Secure Access Codes;
  - > using an unsuitable PIN or Secure Access Code as described in Clause 2.3 b);
  - > unreasonable delay in notifying The National Bank of the misuse, loss or theft of the Card or of the PIN or Card Details becoming known to someone else and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us;
  - > your lending the Card to another person; or
  - > otherwise acting with extreme carelessness in failing to protect the security of your PIN or Secure Access Code.

However, you will not be liable for any portion of the loss in excess of the Stored Value of the Card.

- c) Where a PIN was required to perform the unauthorised Transaction, and Clause 18.3 b) does not apply, you will not be liable for any loss of Stored Value arising from an unauthorised Transaction (if the loss occurs before notification to The National Bank that the Card has been misused, lost or stolen or the PIN has become known to someone else).

#### 18.4 *Force majeure.*

To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Conditions of Use, for failure to observe or perform any of our obligations under the Conditions of

Use for any reason or cause which could not, with reasonable diligence, be controlled or prevented by us, including acts of God, acts of nature, acts of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden or unexpected system failure or disruption by war or sabotage.

### 18.5 *Indemnity.*

To the extent permitted by law, you indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us directly or indirectly because you:

- a) did not observe your obligations under; or
- b) acted negligently or fraudulently in connection with, these Conditions of Use.

## 19. Disclaimer of Warranties

19.1 Except as expressly provided in these Conditions of Use, and to the extent permitted by law, we make no representations or warranties of any kind to you, whether express or implied, regarding the Card, the Card Services or any other subject matter of these Conditions of Use, including (without limitation), any implied warranties of merchantability or fitness for a particular purpose.

19.2 We do not represent or warrant that the Card will be accepted in every ATM or by every Merchant and we shall not be held liable if an ATM or a Merchant does not accept the Card.

19.3 We do not represent or warrant the quality of any goods or services acquired in conjunction with your use of the Card or Stored Value and you acknowledge and accept that all complaints regarding defective goods or services should be directed to the supplier of the goods or services.

## 20. Reporting Errors and Resolving Disputes

### 20.1 *Making a complaint.*

If we make a mistake, or our services do not meet your expectations, we want to know.

For the fastest possible resolution to your complaint, call **0800 75 73 72** or visit any National Bank branch.

Alternatively, you can follow our internal complaints procedure. For full details of our internal complaints procedure, please ask at any National Bank branch for more information.

If you have followed our internal complaints procedure and you are dissatisfied with our decision you may refer your complaint to:

Office of the Banking Ombudsman  
109-111 Featherston St  
PO Box 10-573  
Wellington 6143

## 20.2 *Disputed Transactions.*

Notification to The National Bank: If you believe you have been incorrectly charged, or a Transaction is incorrectly recorded, or you believe you have lost funds because an ATM is not working properly, you need to notify us immediately in writing. The operating rules that MasterCard Members (of which The National Bank is one) must comply with impose time limits on reporting disputed Transactions. Submission of the disputed Transaction must be made to us within 60 days of the date the disputed Transaction is processed. It is advisable to notify us of any disputed Transactions as soon as you become aware of them.

If you wish to lodge a Transaction dispute, please download the dispute form from [www.mytravelcard.co.nz](http://www.mytravelcard.co.nz) or and post to:

National Bank Cards  
Chargebacks  
Private Bag 39802  
Wellington Mail Centre  
Lower Hutt 5045

**Merchant dispute:** Any complaints regarding a Merchant or goods or services purchased using your Card must be resolved with the Merchant concerned. In very limited circumstances, if you do not receive goods or services you have ordered using your Card, and if you cannot resolve your dispute with the Merchant, The National Bank may be entitled to charge back the Transaction and provide you with a refund.

**Information required to be submitted:** If you believe an error has been made, you will need to provide The National Bank with your name and Card Details. You will also need to describe what happened, when it happened, how much you believe has been lost and, if relevant, who the Merchant is or (in the case of an ATM cash withdrawal) where the ATM is located.

**When The National Bank will respond:** the National Bank will investigate and report back to you within a reasonable period. If there is any delay The National Bank will advise you of the reason for the delay.

**Action The National Bank will take:** The National Bank will correct any error, to the extent possible, if The National Bank is satisfied that:

- an ATM was not working properly,
- if The National Bank made an error, where the Card used was forged or faulty,
- subject to the exceptions set out in these Conditions of Use if the Card has been used fraudulently.

If, as a result of The National Bank's investigations, we believe that the charge or Transaction should remain, we will write to you setting out the reasons for this conclusion.

## 21. Your Personal Information

### 21.1 *General*

When you deal with The National Bank, we are likely to collect and use some of your personal information. We explain below when and how we may collect and use your personal information.

Information you provide to us will be kept strictly confidential and will be securely held by us. You have a right to access the information by enquiring at any branch of The National Bank and you may also request that it be corrected. A fee may be payable.

So The National Bank can ensure your information is accurate, please let us know of any changes in your personal details, such as your address.

### 21.2 *Use of your personal information by The National Bank.*

The National Bank may collect your personal information and use it:

- a) to assist in providing information about a facility, product or service;
- b) to consider your request for a facility, product or service;
- c) to enable The National Bank to administer, manage and monitor any facility, product or service;
- d) to perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, and market or customer satisfaction research);
- e) to conduct market research, data processing and statistical analysis;
- f) unless you disagree, to provide you with information about other facilities, products or services including select third party products or services;
- g) to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- h) as required by relevant laws, regulations, codes and external payment systems.

*21.3 Absence of relevant personal information.*

If you do not provide some or all of the information requested, The National Bank may be unable to provide you with a product or service.

*21.4 Where you supply a National Bank member with personal information about someone else.*

If you give The National Bank personal information about someone else, please show them a copy of this document so that they may understand the manner in which their personal information may be used or disclosed by The National Bank in connection with your dealings with The National Bank.

*21.5 Disclosures by The National Bank.*

The National Bank may disclose information about you to its agents and contractors for the above purposes. In particular we may disclose your information to, and receive information about you from, its contractor

supporting the operation of the Travel Card. That contractor may also disclose your information to its agents and contractors for the purpose of supporting the operation of the Travel Card.

The National Bank may disclose information about you to credit reference agencies for the purpose of obtaining credit reports on you. Those credit reference agencies may retain that information and provide it to their customers who use their credit reporting services.

If you are under 18 years old, The National Bank may contact your parent(s)/guardian(s) to disclose, or to collect, information about you that will help The National Bank contact you, or to obtain repayment of any amount you owe The National Bank.

The National Bank may obtain information and make such enquiries about you as The National Bank may consider warranted from any source including credit reference agencies for the above purposes.

Certain laws also require The National Bank to disclose your information on request, for example the Tax Administration Act 1994. If The National Bank receives a request from certain agencies to release your information, The National Bank may not be able to tell you that the request has been received. The National Bank may also disclose information to the police, certain government agencies or other financial institutions where The National Bank reasonably believes that the disclosure will assist in the investigation, detection and/or prevention of fraud or other criminal offences, such as money laundering. The National Bank is subject to anti-money laundering and terrorist financing legislation in force in New Zealand, Australia and other countries. You agree to provide all information to The National Bank which it reasonably requires to comply with these laws. Anti-money laundering and terrorist financing legislation in force in New Zealand,

Australia and other countries may prohibit us from entering or concluding Transactions with involve certain countries, persons or entities. As a result, you agree that

The National Bank may:

- delay or block any Transaction or refuse to pay any money without incurring any liability; or
- disclose any information concerning you or the Transaction to the New Zealand Police or any relevant authority in any country in order to ascertain whether the laws in that country apply to a Transaction or otherwise in compliance with those laws that aim to prevent or detect terrorist financing or money laundering, in the reasonable belief that the Transaction may contravene those laws, and The National Bank will not incur any liability to you as a result of that action.

In this Clause, 'money laundering' includes any dealing with the proceeds of criminal activity and any dealing with funds or assets of any person or entity suspected of involvement in terrorism or any terrorist act.

## **22. Change of Name or Address**

- 22.1 You must notify us of any change of name or address (or both) as soon as possible, by:
- a) calling The National Bank on **0800 75 73 72** or
  - b) visiting any National Bank branch and advising us of the details of the change
- 22.2 We will not accept a post office box address as a valid residential address for you.
- 22.3 We will not be responsible for any errors or losses associated with any change of name or address (or both) where we have not received prior notice.

## 23. General

### 23.1 *Assignment*

We may assign any of our rights under these Conditions of Use to any person or business.

### 23.2 *Waiver*

The waiver by us of any rights arising from a breach of the terms of the Conditions of Use, or of any rights or powers arising under the Conditions of Use, must be in writing and signed by us. A failure or delay by us in the exercise, or partial exercise, of a right or power under the Conditions of Use does not result in a waiver of that right or power. You may not rely on any conduct, representation or statement by us or our employees as a defence to the exercise of a right or power conferred on us by these Conditions of Use. This provision may not itself be waived except by us in writing.

### 23.3 *Applicable Laws*

These Conditions of Use are governed by and will be construed according to the laws of New Zealand and you submit to the non-exclusive jurisdiction of the courts of New Zealand.



**The National Bank**  
The thoroughbred among banks

The National Bank of New Zealand, part of ANZ National Bank Limited.