

The National Bank

Credit Cards

Conditions of Use



These Conditions of Use are current as at 29 February 2012.

This document is a legal contract between you and The National Bank of New Zealand, part of ANZ National Bank Limited ('Bank').

Please keep it in a safe place and familiarise yourself with the contents.

You are bound by these Conditions of Use (as altered from time to time) as soon as either you have agreed in writing to accept the Conditions, or you have signed or used your Thoroughbred Card, Gold Thoroughbred Card, Visa Classic card, Visa Gold card, Freestyle card, Low Interest Visa card or Platinum Visa.

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1. Definitions

In this document, unless the context otherwise requires:

'Account' means your National Bank credit card account.

'Additional Cardholder' means a person or persons over the age of 15 years (or 18 on a Gold Card Account) nominated by the Customer to be issued with a Card on the Customer's Account.

'ANZ National Bank Group' means ANZ National Bank Limited and any of its subsidiaries or related companies as those terms are defined in the Companies Act 1993.

'ATM'/'ATMs' means automatic teller machines accepting the Card.

'Authority' means the direct debit agreement between you and the Initiator.

'Balance Transfer' is where you transfer the balance of your credit card issued by another bank or financial institution to a National Bank credit card. In undertaking a Balance Transfer, funds from your Card are credited to another credit card account held by you which is not a National Bank or ANZ Account.

'Card' means your Thoroughbred Card or Gold Thoroughbred Card with either a Visa or MasterCard affiliation, Visa Classic, Visa Gold, Freestyle MasterCard, Low Interest Visa or Platinum Visa.

'Cash Advance' means a cash withdrawal made using your Card against your Account using an ATM, Phone Banking, Online Banking or by a National Bank staff member.

'CashBack Point' means a point which is earned in association with the CashBack Rewards programme under these Conditions of Use.

'CashBack Rewards' means a reward which is based on the amount spent on your Thoroughbred Card or Gold Thoroughbred Card, as set out in section 28 of these Conditions of Use (CashBack Rewards).

'**Chip**' means the electronic microchip embedded on certain cards.

'**Closing Balance**' means the total amount owing to the Bank as at the Closing Date specified in a statement.

'**Closing Date**' means the last date of the statement period as disclosed on a statement.

'**Due Date**' means the date by which you must pay at least the minimum payment due.

'**EBS**' means Electronic Banking Service where transactions are processed through Phone Banking, EFTPOS terminals or ATMs by using your Card with any associated PIN or other approved method of identification.

'**EFTPOS**' means Electronic Funds Transfer at Point of Sale terminals and also includes, where appropriate, ATMs.

'**Eligible Purchases**' for the purposes of CashBack Rewards or the Platinum Rewards Programmes means all purchases made with your Thoroughbred Card or Gold Thoroughbred Card (for CashBack Rewards) or Platinum Visa (for Platinum Rewards) to your Account excluding Cash Advances, purchases of cash substitutes (such as gaming chips, travellers' cheques), interest, fees, government charges, Account adjustments resulting from returned purchases of goods or services or disputed transactions, and balances transferred from other credit cards.

'**Initiator**' means The National Bank of New Zealand, part of ANZ National Bank Limited.

'**Maestro**' is the registered trademark of MasterCard.

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

'**Nominated Account**' means The National Bank deposit account that you have nominated to be accessed by your Card.

'Opening Balance' means the total amount owing to the Bank as at the Opening Date specified in a statement.

'Opening Date' means the first date of the statement period as disclosed in a statement.

'Phone Banking' means the phone banking service operated by the Bank, as amended by the Bank at any time.

'PIN' means the Personal Identification Number(s) issued to you by the Bank or selected by you for use with your Card for EBS transactions.

'PLUS' is the registered trademark of Visa.

'Primary Cardholder' means the person or persons in whose name the account is held.

'Visa' means Visa International Services Association, the licensor of the right to use the 'Visa' brand, and in relation to a Card includes the registered designs and word marks used on or in connection with it.

'Year' for the purposes of CashBack Rewards means the 12 months commencing on the date of your first transaction on your Card account and each subsequent 12 month period thereafter.

2. When you receive your Card

Sign your Card immediately, with your usual signature, in the space provided on the back of the Card.

Keep your Card in your possession or in a safe place at all times in order to prevent its use by anyone else.

The Card remains the property of the Bank at all times and you agree to return it if asked, or if your Account is closed.

3. Your Personal Identification Number (PIN)

Under no circumstances must you keep a written record of your confidential PIN. Your PIN is not to be disclosed to anyone else, not even a bank officer.

At present you will require:

- a four digit PIN for ATM and EFTPOS use or (if your Card has a Chip) if you wish to access certain products or services.
- a five digit PIN for Phone Banking. For security purposes, you must ensure that this five digit PIN does not resemble your four digit PIN used for ATM and EFTPOS.

Important: Should you write your PIN on your Card, keep a record of it with or near your Card, or disclose it to someone else, you will be held liable for any transactions, even if they are carried out by an unauthorised person (see section 14 – 'What happens if someone else uses your Card?').

4. Your Account

We will maintain a credit card account for you to which all Card transactions will be charged. You agree not to use your Account beyond your available credit limit. Any disputes in respect of goods or services purchased using your Card must be taken up with the merchant concerned. The Bank accepts no liability in this regard. You cannot reverse the payment of a transaction that has been validly signed or authorised.

We will send you monthly statements, which will show all of your Account transactions. These statements constitute continuing disclosure statements for the purposes of the Credit Contracts and Consumer Finance Act 2003. Your first payment will be due 25 days after the closing date of your first statement for all credit cards, except for Platinum Visa cards (due 14 days after the closing date of your first statement). Unless our practice is to give statements in electronic form, statements will be sent to the address shown on your application form or to any other address notified by you to us in writing. If you move

and do not advise a change of address, we will retain your statements until you notify us where they should be sent. We will not send you statements if you are in default and the Bank has commenced enforcement proceedings against you, or has written off the balance of your Account.

If the Bank's practice is to give statements in electronic form by electronic means, the Bank will send statements to the information system specified by you for the purpose of receiving statements. You consent to any legal requirements for the Bank to give information in writing to you, including disclosure required by the Credit Contracts and Consumer Finance Act 2003 being satisfied by the Bank giving that information to the consumer in electronic form and by electronic means.

We will charge you such fees for operating your Account as may be set from time to time and advised to you on our cardholder Fee Schedule, and in the Bank's fees and charges brochure.

Where the Bank allows you to transfer a balance from another credit card account to your Account, any specific conditions applying to that transfer will be notified to you at the time the transfer is made.

5. Payments

You are obliged to meet the minimum monthly payment due, even though a statement may not have been received by you. You agree to pay by the Due Date, not less than the minimum sum due which is either the outstanding balance (if less than \$10.00), or the greater of \$10.00 or 3% of the outstanding balance.

If the Bank does not receive the minimum monthly payment from you by the Due Date shown on your statement, a Late Payment Fee, as detailed in the Bank's fees and charges brochure, may be charged.

All payments by mail should be sent to National Bank Card Operations, P O Box 640, Wellington 6140 and will not be credited until received at that address. You should allow at least four working days transit time for payments sent by mail.

Payments that are made to your Account will generally be applied in the following order:

1. Interest, fees and charges on and principal balances of Balance Transfers, Cash Advances and purchases that appear on any account statement.
2. Transactions made since the current statement period, including Balance Transfers, Cash Advances and purchases.

6. Transferring your balance from another bank's card

The Bank may allow you to transfer the balance of another credit, charge or store card held by you with another bank or financial institution (the 'Transferring Account') to your Card.

The following conditions apply to Balance Transfers:

1. Subject to lending criteria, the Bank accepts Balance Transfers from Transferring Accounts. The Bank has the right to decline a request for a Balance Transfer, in whole or in part.
2. The Bank cannot accept a Balance Transfer:
 - from other National Bank credit card accounts
 - from other ANZ credit card accounts
 - from Transferring Accounts issued outside New Zealand
 - if the balance on your Bank Card has reached or exceeded 95% of the available credit limit balance
 - if you are in default on any existing Bank Card account
 - if the Transferring Account named in your application is in default at the time the application is received.

3. If the Balance Transfer you request will cause you to exceed the limit on your Bank account, the Bank may process up to 95% of the limit on your Bank Card.
4. Subject to any special promotional offer, Balance Transfers are not eligible for CashBack Rewards, Platinum Points or any other rewards.
5. You must continue to make payments to your Transferring Account while the Balance Transfer application is being processed and toward any remaining balance once the transfer is complete. The Bank accepts no liability for any late payments or other liabilities relating to the Transferring Account.
6. If you wish to close your Transferring Account you will need to contact the issuer of the card and arrange closure.

7. Interest Charges

This section sets out the circumstances in which interest may be charged on your Account. Subject to the terms and conditions below, interest may be charged on purchases, Cash Advances, Balance Transfers, fees, charges and previously billed interest.

When are you charged interest on your Thoroughbred Card and Visa Card and Platinum Visa Card Account?

1. Other than for Cash Advances and Balance Transfers, you will not be charged interest on your Account if you always pay all of the Closing Balance specified in a statement by the Due Date.

2. If you do not pay all of the Closing Balance specified in a statement by the Due Date, then interest will accrue on:

- each transaction making up the Opening Balance specified in your current statement; and
- any purchases made and fees and charges incurred, after the Opening Date of your current statement

taking into account any payments made to reduce the amounts outstanding under the two bullet points above from time to time.

3. Interest under point 2 above will accrue from:

- in the case of a purchase, the date the purchase was made;
- in the case of a fee or charge, the date the fee or charge was incurred; and
- in the case of interest, the date the interest was charged to your Account,

until the date your outstanding balance is paid in full.

When are you charged interest on your Freestyle Account?

4. Interest will accrue on any purchases made and fees, charges and interest incurred on your Freestyle Account, taking into account any payments made to reduce the amount outstanding on your account from time to time.

5. Interest will accrue from:

- in the case of a purchase, the date the payment was made;
- in the case of a fee or charge, the date the fee or charge was incurred;
- in the case of interest, the date the interest was charged to your Account

until the full repayment is credited to your Freestyle Account.

Interest on Cash Advances and Balance Transfers

6. You will be charged interest on each Cash Advance and Balance Transfer you make, except to the extent the Cash Advance or Balance Transfer (as the case may be) is made out of credit funds.
7. Interest under point 6 of this section will accrue from the date the Cash Advance or Balance Transfer (as the case may be) is made until the Cash Advance or Balance Transfer (as the case may be) is paid in full.

How is interest calculated?

8. If interest accrues on your Account it will be calculated on a daily basis at the Bank's applicable current daily credit card interest rate (calculated by dividing the applicable current annual interest rate by 365).
9. Interest which accrues on your Thoroughbred Card, Visa Card and Platinum Visa Card Account will be charged to your Account on the next Closing Date, will form part of the Opening Balance of your next statement, and will itself bear interest in accordance with these Conditions of Use if not paid by the Due Date. Interest which accrues on your Freestyle Account will be charged from the date each transaction is made and will itself bear interest in accordance with these Conditions of Use if your Closing Balance is not paid by the Due Date.
10. For the purposes of calculating interest on your Account, the end of each day will be the time of day determined by the Bank from time to time.
11. The current annual credit card interest rates are shown on each statement and may be changed by the Bank from time to time. Notice of each interest rate is given in the manner set out in section 20 of these Conditions of Use.

8. Making purchases

Please be aware that there are risks involved if you give your Card details and authorise transactions before you receive your goods or services. You should be cautious when purchasing by phone, mail, over the Internet or in any situation where you are asked to disclose Card numbers and Card expiry dates in advance of the goods or services being received.

We recommend that you read any contracts before supplying your Card details and satisfy yourself about matters such as the validity of the supplier, the terms of sale, their ability to deliver the goods or services, their exchange/refunds policy, the currency of sale, contact details and assurances they give you about the security of your Card details. In addition, you should keep copies of order forms and receipts until you have received the goods or services.

9. Your credit limit

The initial unpaid balance of your new Account is nil.

The credit limit for your Account is specified in the letter accompanying your Card or subsequently disclosed in your Account statement. This is the maximum amount you can have owing on your Account. If you have joint or additional Cards, your credit limit applies to all Cards combined, e.g. \$2,000 between the two Cards, not \$2,000 each. You agree not to use your Card beyond your available credit (including any overdraft limit on a Nominated Account) unless you have made a special arrangement with the Bank. You can apply to increase your credit limit at any time by contacting the Bank. The Bank may offer to increase your credit limit and will notify you in writing of any increase. If you believe that the credit limit increase is inappropriate to your financial circumstances or may lead to financial difficulty, you must tell us straight away. By using your Card after your credit limit has been increased, you agree to accept your new limit. You can contact the Bank at any time to arrange to decrease your credit limit.

10. Use of your Card

If you use your Card and PIN for an electronic transaction through an EFTPOS terminal or ATM, you give us the authority to debit your Account with the amount of the transaction.

You must ensure that your Card (including any Chip) is protected at all times from misuse, damage, destruction or any form of unauthorised use.

When using your Card online you may be required to register for Verified by Visa or MasterCard Securecode and/or enter a Verified by Visa or MasterCard Securecode password during shopping in order to complete your purchase. Once Verified by Visa and MasterCard Securecode are introduced you will be able to register your Card and find out more information about this service including the terms and conditions that apply by visiting our website nationalbank.co.nz

Thoroughbred Card, Low Interest Visa and Platinum Visa Accounts

Access to your Nominated Accounts is available through your Card and Phone Banking (subject to applicable Phone Banking Conditions of Use).

You nominate which accounts you wish to access and then advise the Bank. Should you wish to change these Nominated Accounts at a later date, simply contact the Bank. Nominated Accounts are subject to the Bank's approval.

When you use your Card or Card customer number in conjunction with your PIN, you give the Bank the authority to debit your Nominated Account with the amount of payments, transfers or cash withdrawals, or to divulge the balance of the account without further verification or authentication. These transactions are irreversible.

If you pay electronically by using your Card and PIN in an EFTPOS terminal or an ATM, you give the Bank the authority to debit your Nominated Account with the amount of the transaction, and to credit that amount to the retailer's account.

These transactions are irreversible. Any disputes in respect of goods and services purchased using EFTPOS must be taken up with the merchant concerned. The Bank accepts no liability in this regard.

Authorisation

Before you complete a transaction with your Card, the merchant or other person involved in the transaction may obtain an authorisation to complete the transaction. This authorisation is for the purpose of establishing that there are sufficient funds available in your Account for the transaction. Once authorisation is obtained, it will reduce the amount of available funds in your Account by the value of the authorisation request. If the transaction is not processed, available funds in your Account up to the value of the authorisation may remain held for up to five business days from the date the authorisation is obtained.

11. Additional Cards

If the Bank issues at your request additional Card(s), these Conditions of Use, with the following exceptions, will bind each Additional Cardholder:

- only the Primary Cardholder(s) will be liable for payment of the outstanding balance of the Account
- the Primary Cardholder(s) will be liable for all Transactions made by the Additional Cardholder(s) using the additional Card

- only the Primary Cardholder(s) will be liable for obligations in respect of loss or theft of any additional Card as set out in these Conditions of Use under 'What happens if someone else uses your Card?' (see section 14)
- the Bank will accept instructions relating to the Account only from a Primary Cardholder(s), except as noted below.

The Primary Cardholder(s) agrees that any Additional Cardholder may:

- use the additional Card or Card number to operate the Account
- request, and be entitled to receive from the Bank, information in relation to the Account including balance and transaction details (including transactions authorised by other cardholders)
- request the amount due and payment date of the Account
- set up, amend and cancel a direct debit
- order a replacement additional Card
- sign a disputed transaction report, where that Transaction was authorised by the Additional Cardholder.

To cancel the Account or to cancel any Card, the consent of the Primary Cardholder(s) is necessary and the cancelled Card(s) must be returned to the Bank. Cancellation of any Card does not affect the liability of the Primary Cardholders for transactions initiated prior to cancellation. A maximum of three additional Cards may be issued on any Account, or two cards if it is a joint account. An additional Card will not be issued to any person under the age of 15 years, or 18 years for additional Gold Cards.

12. Joint Cards

From 27 October 2007 new applications for joint Cards will no longer be accepted, and will be replaced by additional Cards. If the Bank issued, at your request, a joint Card, each cardholder will be jointly and severally bound by these Conditions of Use and will be responsible for payment of the outstanding balance of the Account or, for Thoroughbred Card and Low Interest Visa only, any debit balance in a Nominated Account accessible through the Card.

The Bank will accept instructions relating to the Account from either of the cardholders. To cancel the Account, the instruction of only one cardholder is necessary, plus the return to the Bank of both Cards.

One Card relating to the Account may be cancelled on the instructions of both cardholders, and the cancelled Card must be returned to the Bank. Cancellation does not affect either cardholder's liability for transactions initiated prior to cancellation.

13. What to do if your Card is lost or stolen

If your Card is lost or stolen, or if you think your PIN as become known to someone else, let the Bank know immediately.

You may contact any branch of The National Bank, or National Bank Card Operations as follows:

Freephone 24 hours, 365 days **0800 724 200**

Facsimile Monday – Friday **04 462 1751**
8.00 a.m. – 5.00 p.m.

Outside New Zealand call collect **+44 1733 294 440**
(24 hours)

Written confirmation of what has happened must be given to the Bank within seven days. Please ensure that full details (what, where, when and how) are included, as the Bank may need to relay these details to the police.

If you lose your Card outside New Zealand, you should report it to the Bank, through the Thoroughbred Card or National Bank Global Services emergency telephone number or the nearest Visa or MasterCard member bank (as applicable), and confirm the loss in writing to the Bank within a reasonable time.

If you have taken up the Secure Sentinel membership option, you can also report your Card as lost or stolen in New Zealand or overseas by calling Secure Sentinel and they will arrange for your Card to be cancelled and replaced.

Secure Sentinel 24 hours, 365 days **0800 449 777**

Outside New Zealand (24 hours) **+61 2 9411 6898**

14. What happens if someone else uses your Card?

Provided that you notify us within a reasonable time period that your Card has been lost or stolen or your PIN disclosed, you will not be liable for any loss that occurs before you notify us. This limitation on your liability will not apply if:

- you have negligently or recklessly disclosed your PIN, for example, by failing to take reasonable care to prevent others from identifying your PIN while using an ATM or carrying out an EFTPOS transaction
- you have kept a written record of your PIN on or with your Card, or if you have kept it in a form that can be readily identified as a PIN
- you have selected an unsuitable PIN such as birth dates, sequential numbers (e.g. 1234), parts of personal telephone numbers or other easily accessible personal data, or combinations easily identified (e.g. 1111)

- you have disclosed your PIN to anyone, whether family or those in apparent authority including bank staff
- you have unreasonably delayed notifying us that your Card has been misplaced, lost or stolen, or that your PIN has been disclosed
- you have acted fraudulently
- you have parted with your Card or allowed someone else to use your Card
- you have failed to reasonably safeguard your Card.

In the event that you have undertaken any of the actions listed above, your maximum liability for loss caused by that breach shall be the lesser of the actual loss at the time of notification, or the maximum amount you would have been entitled to access over the relevant period.

15. The Bank's liability

Except where you or any Additional or Joint Cardholder has acted fraudulently, the Bank will make good any direct loss you have incurred in relation to an electronic transaction:

- if the Card used was forged, faulty, cancelled, expired or had been issued by us in error to someone else
- as a result of malfunction of an EFTPOS system
- if fraud or negligence of the Bank's employees or another party to the EFTPOS system was involved.

16. If you think we have made a mistake

If you believe you have been charged in error, have lost money due to an error with the transaction processing through EBS, or wish to query any aspect of your credit card account statement(s) relating to accounts accessible with your Card, please contact the Bank.

Dispute a Transaction

If you want to dispute a transaction, please contact the Bank within 30 days of the Closing Date of the statement on which the transaction first appeared. Full details of the disputed transaction(s) will be required for us to investigate your complaint, i.e. your name, Card number, the number of the Account you think was affected, exactly what happened including when and where the transaction was carried out, the amounts that are involved and what you think you have lost. If available, a copy of the transaction record should also be supplied.

The Bank will report to you within 21 days. Should the investigation take longer than that, the Bank will notify you and give you the reason for the delay. If the Bank is satisfied that your complaint is justified, the Bank will correct the situation.

If, however, our investigations satisfy us that the Bank is not liable, we will advise you of our reason in writing.

If you do not agree with our conclusion, you have the right to invoke the Bank's internal complaint procedure by contacting the Credit Card Customer Relations Team.

If you are not satisfied with the outcome of that procedure you may refer the matter directly to the Banking Ombudsman.

Merchant Disputes

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 or your Card Number, 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.

17. If you don't pay your Credit Card account

We have the right to recover outstanding Account payments from any other account you may have with the Bank, including joint accounts, and to debit any outstanding balance on those accounts to your Account. We may without notice cancel your Card or decline any debit transactions or stop ATM and EFTPOS access to any transaction account(s) linked to your Account or any combination of the above.

Any legal fees or other costs, which the Bank may incur in recovering amounts properly payable by you to the Bank, may be debited to your credit card account.

18. Termination

If you no longer wish to use the Card, cut it in half diagonally through the magnetic stripe and the Chip (if your Card has a Chip) and return both halves to The National Bank.

The Bank may cancel your Card at any time without notice or refuse to renew or replace your Card. If either party ends this Agreement, you will still be responsible for any transactions made up to that time, and the outstanding balance of the Account will immediately become due and payable. You are also responsible for the cancellation of any payments you have authorised to any third parties from your Account. Failure to cancel these transactions may result in valid transactions being applied to your Account after closure date.

If you become bankrupt or die, this Agreement will be at an end unless the Account has a Joint Cardholder, in which case this Agreement will continue as though that cardholder was the sole cardholder. Should the Account have an Additional Cardholder, the Additional Cardholder will be required to re-apply for a new Account.

19. Your personal information

We take your privacy very seriously. Information you provide to the Bank will be kept strictly confidential and will be securely held by the Bank and/or by companies in the ANZ Group.

You have a right to access the information by calling us on **0800 18 18 18** or enquiring at any branch of the Bank and you may also request that it be corrected. A fee may be payable.

The Bank will make every effort to keep your personal information up to date. To assist us, please let us know of any changes in your personal details, such as your address.

How we use your information will depend on the purposes for which that information was collected. Generally the Bank may use this information to:

- consider your application for facilities, products or services;
- administer, manage and monitor any facilities, products or services provided to you;
- conduct market research, data processing and statistical analysis; and
- unless you disagree, provide you with information about other facilities, products or services including certain third party products or services.

The Bank may disclose information about you to the ANZ Group, agents or contractors for the above purposes.

The Bank may use your personal information for the purpose of data matching and in doing so may collect information about you. 'Data matching' is the process of comparing your personal information with publicly available information and/or with information held by a reputable entity the Bank has an ongoing relationship with in order to better enable us to carry out any of the above purposes.

The Bank may disclose your information to carefully selected third parties for the purposes of data matching, provided those third parties are subject to an obligation of confidentiality.

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

The 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 default in any obligations to the Bank, then the Bank may disclose information about you to credit reference or debt recovery agencies and it may be retained by them. Those agencies may provide that information to their customers who use their credit reporting services.

The Bank may also disclose account information to any authorised signatory to your accounts.

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

Our security standards are maintained and our technology regularly updated to provide protection for the information we hold. We do not sell, publish or give away your information.

Certain laws also require the Bank to disclose your information on request, for example the Tax Administration Act 1994.

If the Bank receives a request from certain agencies to release your information, the Bank may not be able to tell you that the request has been received. The Bank may also disclose information to the police, certain government agencies or other financial institutions where the 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 ANZ Group 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 ANZ Group 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 also prohibit us from entering or concluding transactions which involve certain countries, persons or entities. As a result, you agree that the ANZ Group 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 Australian Federal 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 ANZ Group 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.

20. Changes to Conditions of Use

The Bank may change these Conditions of Use at any time. If the change increases your liability for losses, or changes the periodic transaction limits applying to your Card, you will be given at least 30 days' prior written notice of the change. For any other changes, you will be advised either in writing, by public notice, or through notices posted in the Bank's branches.

21. Fees

You agree to pay all fees and charges (including any governmental charges) as advised by the Bank from time to time, which relate to the use of your Card. The Bank may debit any such fees or charges relating to other uses of your Card to your Nominated Account.

Some merchants and ATM owners may charge you additional fees for using your Card. The Bank has no control over these fees. You should be asked to accept the fee at the time of the transaction, and it will appear on your Card statement.

22. Transaction limits

For your Account:

- there are no individual transaction limits placed on the use of your Card. Your Account may be used up to the full amount of your credit limit
- overseas you can use your Card at any ATM displaying (as applicable) Visa, PLUS, MasterCard or Maestro marks to obtain a Cash Advance of the lesser of your available credit or up to NZ\$3,000 per 24 hour period, beginning at midnight
- in New Zealand you can use your Card at any ATM displaying (as applicable) Visa, PLUS, MasterCard or Maestro marks to obtain a Cash Advance of the lesser of your available credit or up to NZ\$2,000 per 24 hour period, beginning at midnight
- the minimum Cash Advance available in New Zealand is \$20.00. Other institutions may impose different minimum and maximum amounts especially when Cash Advances are taken from ATMs.

For your Thoroughbred Card, Low Interest Visa or Platinum Visa Account, your Card may also be used at:

- ATMs for cash withdrawals from your Nominated Account of the lesser of your available credit or up to NZ\$2,000 per 24 hour period, beginning at midnight, and transfers between your Nominated Accounts (including to your Thoroughbred Card, Low Interest Visa or Platinum Visa credit card account) up to the available credit in the account from which the funds are being transferred.
- EFTPOS for purchases up to NZ\$2,000 per 24 hour period, beginning at midnight. Individual retailers or service providers may determine the type of transactions permitted and the transaction limits.

23. Overseas Card use

Optional service

As an additional optional service, you may choose to use your Card with Visa affiliation in ATMs outside New Zealand that display the Visa or PLUS logo and at merchants accepting Visa transactions. You may choose to use your Card with MasterCard affiliation in ATMs outside New Zealand that display the MasterCard or Maestro logo and at merchants accepting MasterCard transactions. Fees apply for this service as explained on the following page.

Exchange rate selection

When you use your Card outside New Zealand, your transactions will be converted into New Zealand dollars at a rate of exchange set by Visa or MasterCard respectively. Visa set foreign currency exchange rates from a range of wholesale rates available to them (the rates set may differ from the rate Visa itself receives) that are applicable at the processing date of the transaction. 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 different buy or sell rates used by Visa or MasterCard.

Foreign currency conversion

At the discretion of Visa, Visa transactions will either be converted directly from the currency in which the purchase was made to New Zealand dollars, or will firstly be converted from the currency in which the purchase was made to US dollars and then converted to New Zealand dollars. MasterCard transactions (apart from those originating in the US) will firstly be converted to US dollars and then converted to New Zealand dollars.

Currency conversion charges

Currency conversion charges apply to foreign currency transactions.

Foreign currency debit transactions (e.g. purchases or Cash Advances):

- The National Bank applies a currency conversion charge to all Visa and MasterCard foreign currency transactions debited from your account

Foreign currency credit transactions (e.g. refunds):

- The National Bank applies a currency conversion charge to Visa foreign currency credit transactions. In the case of refunds, the currency conversion charge applied to the original debit transaction is not refunded
- for MasterCard foreign 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 account. 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.

Further details of the currency conversion charge are contained in the back of this brochure, or in the Fees and Charges brochure available from any branch of The National Bank. The currency conversion charge will be shown with your transaction on your account statement, for example:

Edna's Store Florida USA (USD 100.00 @ 0.500)	205.00
(Incl Currency Conversion Charge – \$5.00)	

Use of your Card overseas may be subject to exchange controls and/or other government requirements. Compliance with these requirements is your responsibility. Individual service providers such as overseas banks may determine the type of transactions permitted and the transaction limits. Banks and other financial institutions who own overseas ATMs may charge a fee for using them. At the time of the transaction, the ATM should disclose the fee amount and require you to accept the fee before you can complete your transaction. The fee will appear on your credit card statement.

24. Time of use

You can use your Card at any ATM, 24 hours daily or such other operating hours as stipulated by service providers. EFTPOS is accessible 24 hours daily but its availability will be determined by merchants through their own hours of trading and methods of operation. The processing date of any particular transaction debited to your Account from an EFTPOS terminal will depend on the time of day that the particular terminal changes over to the next banking day. EBS transactions effected at any time within a day may appear on your Account under that same date if it is a banking day, but otherwise under the date of the next banking day.

25. Replacement Cards

We will send you a new Card when your current one expires. If your current Card has been lost, stolen or damaged, a new Card will be issued to you if you request one. The Bank may charge a replacement fee for lost or damaged Cards.

26. Making deposits at 'Cashpoint' machines (Thoroughbred Card, Low Interest Visa and Platinum Visa only)

You can use your Card to deposit cheques or money (notes only, not coins) to your Nominated Accounts only, through the Bank's 'Cashpoint' machines. Your deposits will be opened and checked by a Bank officer. If the amount contained in the envelope does not agree with the amount entered on your deposit slip, the Bank will correct the error and advise you as soon as possible of the actual amount credited to your account.

The Bank is responsible for custody of your deposits as soon as you have complied with the correct depositing procedures, but it is not accountable for the amount deposited until a Bank officer has verified it. You cannot make use of any deposited funds until they have been credited to your account as cleared funds.

27. CashBack Rewards

The following conditions apply to CashBack Rewards in addition to the other Conditions of Use for your Thoroughbred Card (in the event of a conflict these specific conditions prevail):

Earning CashBack Rewards

- You will earn one CashBack Point for every dollar spent on Eligible Purchases on your Thoroughbred Card Account. CashBack Points will be credited to your CashBack Points record on the date the Eligible Purchase is processed.
- Points for foreign currency transactions will be awarded based on the New Zealand dollar value of the transaction after conversion.

- Where you receive a credit to your Thoroughbred Account as a result of a refund or reimbursement for charges previously incurred (for example, for returned goods or services) the Bank may reverse any CashBack Points previously credited for that purchase.
- You need to earn a minimum of 2,000 CashBack Points in any Year before you become eligible for a CashBack Reward on your Thoroughbred Card Account. If you do not reach the minimum number of CashBack Points you will not receive a reward for that Year.
- Once your Eligible Purchases reach the maximum amount (\$30,000 for Thoroughbred Card and \$50,000 for Gold Thoroughbred Card) in any Year, no further CashBack Points will accumulate until the next Year.
- The amount of your CashBack Reward is a percentage of the number of CashBack Points earned for the Year. It is based on the following scale:

Thoroughbred Card

CashBack Points earned for year	Reward Rate
2,000 – 7,999	0.5%
8,000 – 30,000	1.0%

Gold Thoroughbred Card

CashBack Points earned for year	Reward Rate
2,000 – 7,999	0.5%
8,000 – 50,000	1.0%

For example

Total CashBack Points	5,000
CashBack Reward	$5,000 \times 0.5\% = \$25.00$
Total CashBack Points	12,000
CashBack Reward	$12,000 \times 1.0\% = \$120.00$
Total CashBack Points	35,000
CashBack Reward	$30,000 \times 1.0\% = \$300.00$ (CashBack Reward Thoroughbred Card)
	or $35,000 \times 1.0\% = \$350.00$ (Gold Thoroughbred Card only)

Crediting CashBack Rewards

- Your CashBack Reward will be credited to your Thoroughbred Card Account on the date of your next statement following the anniversary of your first transaction on your Account. Details of the amount credited will appear on that statement. On each anniversary date CashBack Points earned for the previous Year are cleared and Eligible Purchases processed after that date earn CashBack Points for the following Year. On the termination or closure of your Thoroughbred Card Account any CashBack Points are forfeited.

General

- CashBack Points are not property, cannot be transferred or assigned and do not have any value other than for the purpose of calculating any CashBack Reward.
- The Bank reserves the right to amend or withdraw CashBack Rewards at any time. The Bank will not be liable for any direct or indirect loss you suffer through the withdrawal of CashBack Rewards.

- The Bank reserves the right to suspend or cancel the earning of CashBack Points or the crediting of a reward, or to forfeit CashBack Points earned, if at any time you breach the Conditions of Use of your Thoroughbred Card (including without limitation, exceeding your credit limit or failing to make repayments when due).
- The Bank will use reasonable endeavours to notify you of CashBack Points earned by recording details on your monthly statement for your Thoroughbred Card Account.

The Bank will not be liable for errors or omissions and reserves the right to correct errors due to the incorrect crediting or debiting of CashBack Points.

28. Extended Warranty (only applicable to Freestyle Credit Card accounts)

The Bank has arranged for Extended Warranty cover to be provided by Chartis Insurance New Zealand Limited ('Chartis').

The policy:

The Extended Warranty will cover any breakdown or failure of an item that you have purchased using your Freestyle card provided that the original manufacturers warranty would have covered that breakdown or failure, and that the original manufacturers warranty is applicable in New Zealand.

The original manufacturer's warranty will be increased by the Extended Warranty as outlined in the following table.

Manufacturer's Warranty	Extended Warranty	Total Warranty Period*
6 months	6 months	12 months
12 months	12 months	24 months
24 months	24 months	48 months
36 months	12 months	48 months

**The total of the Extended Warranty period and the original manufacturer's warranty period cannot exceed 48 months.*

Exclusions

There are some circumstances where Extended Warranty cover will not apply, these include:

1. the purchase of boats, automobiles, aeroplanes or any other motorised vehicles and their integral parts
2. the purchase of items with a purchase price exceeding \$10,000
3. the purchase of items with a manufacturer's warranty exceeding 36 months
4. the purchase of items for commercial use
5. items paid for using a Cash Advance from your Freestyle card
6. items where only part of the purchase price is paid using your Freestyle card
7. items without an original manufacturer's serial number.

There are also some costs/events that are not covered by the Extended Warranty, these are:

1. any costs relating to damage to items caused by accident, neglect, abuse, wilful act, misuse, sand, theft, water damage, corrosion, battery leakage or acts of God
2. any costs related to problems or malfunctions caused by unauthorised modifications or failure to follow the manufacturer's installation, operation or maintenance instructions.

Claim excess

An excess applies to every claim under the Extended Warranty cover. Details are contained in the Bank's Fees and Charges brochure.

Limits of liability

The maximum limit of liability available through the Extended Warranty is NZ\$10,000 per annum per cardholder. You cannot receive more than the purchase price of the covered product recorded in the credit card receipt.

The Insurer may elect to repair, rebuild or replace the covered product with a product of similar quality or pay cash for the covered product, not exceeding the original item's purchase price.

False claims

If a cardholder makes any claim knowing it to be false or fraudulent in any respect, that cardholder will no longer be entitled to the benefits of this cover or to the payment of any claim made under the Extended Warranty cover.

Termination

The Extended Warranty cover can be terminated by the Bank at any time on reasonable notice.

Claims

The cardholder must maintain copies of the Freestyle card receipt, store receipt and the original manufacturer's warranty. If you have an Extended Warranty claim; call **0800 Warranty (0800 927 726)** or write to International Underwriters Limited ('Administrator'):

International Underwriters Limited (IUL)
P O Box 74562
Market Road
AUCKLAND 1543

Privacy

To take advantage of this Extended Warranty cover you authorise the Bank to provide as much of your personal information held by the Bank as necessary for the Insurer and Administrator to administer the Extended Warranty cover.

The National Bank Credit Cards *Fee Schedule*

	Annual Account Fee	Joint or Additional Account Fee
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Thoroughbred Card	\$50 p.a.	\$10 p.a.
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Gold Thoroughbred Card	\$95 p.a.	\$30 p.a.
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Visa Card	\$25 p.a.	\$10 p.a.
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Visa Gold Card	\$75 p.a.	\$25 p.a.
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Freestyle	No charge	No charge
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Low Interest Visa	\$39 per half year	\$5 per half year
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Amway Visa	\$20 p.a.*	\$10 p.a.
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Police and Families Credit Union Visa	\$25 p.a.	\$10 p.a.
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Platinum Visa Card	\$62.50 per half year	\$12.50 per half year
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Non-Standard Fees

Statement copy	\$3 per copy
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Dispute handling fee	\$15
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Lost/stolen card replacement	\$10 per card (minimum)
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Urgent card delivery	Courier fee (domestic and international)
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Replacement card	\$10 per card
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Late payment fee	\$15 per month (Applies if the minimum monthly payment is not paid by the payment due date)
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Over limit fee	\$15 per month (Applies if you are over your credit card limit on your statement date)
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Freestyle Fees

Purchase fee	\$5 per purchase transaction (max \$10 per statement month)
Cash advance fee	\$5 domestic
Extended Warranty excess on each claim	\$50

Optional Service Fees

Currency conversion charge (Applies to foreign currency transactions) Includes transactions through the MasterCard Maestro and Visa PLUS networks.	2.5% of the \$NZ amount
Other Bank ATM fee (Applies to each transaction and balance enquiry from current and savings accounts at ASB, BNZ, HSBC, TSB, Kiwibank and Westpac ATMs. Charged in addition to normal transaction fees)	\$1

Cash Advance Fee

(On credit and debit balances)

In New Zealand

National Bank and ANZ ATMs, Online and touchtone banking	\$1
Staff assisted	\$3
Other Bank ATMs (Applies to each cash advance made at ASB, BNZ, HSBC, TSB, Kiwibank and Westpac ATMs)	\$3

Overseas

Overseas ATM and staff assisted (Applies to all credit card transactions) Banks and other financial institutions who own overseas ATMs may charge a fee for using them.	\$5
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**The joint or additional card account fee is only charged once, regardless of the number of joint and/or additional cards on the credit card account. The joint card fee applies to existing joint accounts only.*



The National Bank
of New Zealand

THESE CONDITIONS OF USE ARE CURRENT AS AT 29 FEBRUARY 2012 AND THE DETAILS IN IT ARE SUBJECT TO CHANGE. THE NATIONAL BANK OF NEW ZEALAND, PART OF ANZ NATIONAL BANK LIMITED.