

Conditions of Use for NBS Debit Mastercard®

August 2017



These Conditions of Use apply to the Nelson Building Society (NBS) Debit Mastercard®. Please read these Conditions of Use and then keep this document in a safe place.

NBS General Terms and Conditions and NBS Transaction and Service fees also apply.

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As soon as you sign or use your card to access your account, you are deemed to have agreed to the Conditions of Use in this document.

Under our Conditions of Use you are required to:

- keep your card and any Personal Identification Number (PIN) secure,
- agree that your card is the property of NBS,
- sign your card as soon as you receive it.

If you have any enquiries about your debit card, you can call us between 9.00am and 4.30pm, Monday to Friday on 0800 101 700.

NBS can also accept electronic communications. Find out more information by following the Contact Us link on our website, www.nbs.co.nz.

You are responsible for promptly informing NBS of any change of your personal details (including your name, address, telephone, mobile and email address). Failure to notify us of your change of address, may impact your rights under these Conditions of Use.

Receiving and signing your card

When you receive your card you must immediately sign it. You must not use your card until you have signed it. You must not send your card or have any other person send your card to you overseas. Please contact us to find out about sending a card overseas or receiving a card while you are overseas.

Ownership of your card

Your card and card numbers are the property of NBS. You must not copy or reproduce them. If NBS tells you to return or destroy your card then you must do so.

Selecting your PIN

When you are issued with your card you will need to visit a NBS branch with the card and suitable ID (e.g. passport or New Zealand driver licence) in order to select a Personal Identification Number (PIN). Your PIN enables you to use your card in electronic funds devices such as ATMs and EFTPOS terminals.

When you select your PIN, you should choose a number that you will be able to remember easily as you must memorise it. You must not choose unsuitable numbers such as birth dates, months or years, parts of your telephone number, parts of your card number or sequential or easily identified numbers (e.g. 2345 or 2222). You must also not use numbers from personal data such as your driver's licence, your Airpoints membership number or password or other numbers easily connected with you.

We recommend using different PIN numbers for different cards and equipment.

From time to time we may replace/reissue you with a card pre-loaded with your existing PIN, which means you do not need to visit a NBS branch to select a PIN unless you want to change it.

Protecting your PIN and card

For your security, your PIN must not be:

- written down, especially not on the card,
- kept in any form with the card,
- disclosed to any other person, including the Police, family members or NBS staff, or
- negligently or recklessly disclosed. You must ensure no one can see you enter your PIN at ATMs and EFTPOS terminals.

You must exercise every possible care to ensure the safety of your card. You must not allow others to use your card, card number or PIN. Always get your card back after using it. You must make sure that your card is kept secure. Do not leave your card in an unattended wallet, purse or vehicle or anywhere a thief could remove the card without being noticed (particularly in night clubs, hotels or restaurants). If your card is lost or stolen it can be used for unauthorised transactions, which may result in a loss to you.

Lost of stolen cards/PINS

You must notify NBS immediately if:

- your card is lost or stolen
- your PIN becomes known to someone else
- a record of your PIN is lost or stolen.

You will be required to provide information on how the loss occurred.

If you are outside of New Zealand, please:

- notify us by calling **+6435489928** collect.

There may be a charge to your account if a replacement card is required.

You should also be aware of the following conditions concerning your card:

Liabilities

Liability for losses which result from lost/stolen cards/PINS

Once you have told us that your card has been lost or stolen, or your PIN disclosed, either in New Zealand or overseas, you will not be held responsible for any unauthorised use of your card after that time, unless you have acted fraudulently or negligently.

You will be deemed to have acted fraudulently or negligently if:

- you have failed to reasonably safeguard your card,
- you have kept a written record of your PIN on or with your card,
- you have kept your PIN in a form that can be readily identified as a PIN,
- you have selected an unsuitable PIN,
- you have disclosed your PIN to anyone, whether family or those in apparent authority including bank staff, or let them use your card,
- you have unreasonably delayed notifying us that your card has been lost or stolen, or that your PIN has been disclosed,
- you have failed to take all reasonable steps to prevent disclosure to any other person when keying in your PIN, or
- you have breached these Conditions of Use.

In the above instances, your maximum liability will be the lesser of:

- the actual loss at the time of notification, or
- the maximum amount that you would have been entitled to withdraw from your account between the time your card is lost/stolen and the time you notify us.

If your card gives you access to an account with a credit facility, failure to look after your card and PIN could result in a substantial loss for which you could be held responsible. There may also be a charge to your account if a replacement card is required.

NBS's liability

NBS will be responsible for any direct and/or reasonably foreseeable loss or damage caused by the failure of either your card or any electronic funds device (excluding any card or EFT terminal which is obviously faulty or in the case of an EFT terminal which has been advised by message notice or display as being faulty) to function properly. We will also be liable for any direct or indirect loss or damage which results from the fraudulent or negligent acts or omissions of our employees.

Liability for transactions charged to your account

You are responsible for all transactions made with the use of your card or card number.

You will be required to pay us the amounts on all:

- cash advance and sales vouchers signed or authorised by you or another cardholder on your account,
- mail, telephone, internet order or email transactions and cycle payments authorised by you or another cardholder on your account,
- EFT transactions carried out on your account using your card or the card of another cardholder on your account and,
- other transactions authorised by you or another cardholder on your account and approved by us.

There are risks involved if you or another cardholder on your account initiate a transaction by mail order, telephone order, internet or by email. You are giving authority to the Mastercard merchant to process an EFT transaction or issue a sales voucher for the purchase amount which will be debited to your account. You should consider the security and standing of the company or entity you are doing business with. If you or another cardholder on your account initiate cycle payment transactions, i.e. if you agree with a Mastercard merchant that an amount will be debited against your account on a regular basis, then you are liable for meeting those transaction amounts even if you close your account.

In certain circumstances your agreement with the merchant may authorise the debiting of your account with additional purchase amounts without the need for your signature. Provided these amounts have been incurred under the terms of that agreement they may be charged to your account.

Incorrect or unauthorised transactions

If you think a transaction shown on your statement is incorrect, you can dispute it, provided you notify us in writing **within 30 days** of the statement period closing date.

In some situations, if you do not receive the goods or services you have ordered with your card or by use of your card number or you have not authorised a transaction, you may be able to get a credit for the transaction.

Card transaction requirements

Use of your card constitutes an irrevocable order to NBS, and you may not stop payment of a transaction once requested. There are limited circumstances under which we can reverse a transaction which will be subject to the rules of Mastercard. For example, we cannot reverse a transaction where there is a dispute with a merchant about the quality of goods and services. We will not be responsible for the goods and services supplied by any merchant, and any complaints you have with the merchant must be resolved by you.

Electronic funds transfers will be debited to your account on the day the transaction is made, or as soon as possible thereafter, subject to our right to vary the date of debiting due to circumstances beyond our control.

When you use your card in an electronic funds device other than a NBS ATM or branch terminal, the transaction will be processed as soon as we are notified by the bank that owns the electronic funds device you used.

NBS may impose such restrictions as it reasonably thinks fit for the efficient processing of transactions and in order to reduce your and NBS's exposure to theft or fraud. These restrictions may include maximum daily transaction limits for EFT Transactions made with your card.

You will be obliged to pay any amounts debited to your accounts which exceed the daily EFT transaction limits. In addition, there may be a daily limit on the number of EFT transactions you may make using your Debit Mastercard.

In respect of off-line funds transfers, any voucher signed or authorised by you shall be authority for us to process the transaction to your account. The transaction will be processed as soon as we receive it.

If you initiate a transaction with your card by mail order, telephone order or via the internet you are authorising the Mastercard merchant to process an EFT transaction or issue a sales voucher for the purchase amount, which will be debited to your account. If you initiate cycle payment transactions (i.e. if you agree with a Mastercard merchant that an amount will be debited against your account on a regular basis), then you are liable for meeting those transaction amounts even if you close your account.

The acceptance of an electronic funds transfer or an off-line funds transfer is not a representation by us that you have sufficient funds in your account to cover the transfer of funds. Where a transfer overdraws your account, normal overdraft charges will apply. Details of these charges are available from any of our branches or by calling us on **0800 101 700**.

If an off-line funds transfer is processed to an account that has been closed or is open and there are insufficient funds to permit the transaction, we will not be deemed in any way to have consented to that transfer. You are liable for meeting the transaction amount.

If you wish to dispute a transaction on your statement, you may do so. See the section on 'Transaction disputes'.

In addition to these Conditions of Use, the use of your card is also subject to the conditions which apply to your account.

Contactless transactions

If your card has contactless technology you may use your card to make contactless transactions in New Zealand and overseas at a contactless terminal. You will be able to find a contactless terminal at any merchant that displays your cards symbol and the relevant contactless symbol.

You may be required to enter your PIN or sign to use your card for contactless transactions over certain limits. Different limits apply overseas and we have no control over these limits.

Card acceptance & limitations

In New Zealand, your card will be accepted in any electronic funds device or by any merchant displaying the Mastercard symbol. Overseas, the card will be accepted by banks and merchants displaying the Mastercard symbol and at any electronic funds device displaying the Mastercard symbol. However, we will not be held liable if any bank or merchant either refuses to accept the card, or will not allow the card to be used to purchase particular types of goods and services available at the premises. We will not be responsible for the goods and services supplied by any merchant. Any complaints you have with the merchant must be resolved by you.

The use of your card for foreign currency transactions may be subject to exchange controls or other government requirements.

Mastercard processes and converts into New Zealand Dollars, cash advances, purchases and/or charges made in foreign currencies at the rate(s) of exchange fixed by Mastercard.

A foreign currency fee will be charged by NBS on any such foreign currency transaction. Details of this fee is available in our Rates & Fee Schedule which forms part of these Conditions of Use, a copy of which is available at any NBS branch or online at nbs.co.nz.

Damaged or faulty cards

In the event that your card becomes damaged or faulty, we will issue you with a new card when you return the damaged/faulty item to us, together with a description of how the damage or fault occurred. There may be a charge to your account if a replacement card is required.

Charges

Charges that may be incurred and charged to your account are subject to change, and details of these charges are available in our Rates & Fee Schedule available at nbs.co.nz, in branch or call us on **0800 101 700**.

Charges include

- annual card charges
- a replacement card (if your card is lost, stolen, damaged or becomes faulty)
- urgent replacement card charges
- courier/freight charges for replacement card
- voucher search charges
- transaction charges
- Government duties or taxes
- using another banks ATM charges
- merchant fees
- foreign currency fees.

Terms & Conditions set by third parties

In addition to these Conditions of Use, the use of your card in an EFT terminal is subject to the conditions imposed from time to time by other financial institutions that are parties to any EFT system.

Card cancellation or change

NBS may cancel your card at any time without prior notice. Examples of when we may exercise this right include, if:

- we are required to do so in order to comply with a court order or other legal or regulatory obligation;
- we believe that use of the card or card account may cause loss to you or to NBS; or
- you have operated your card fraudulently or negligently.

We may also change your card to another scheme or branded item at any time and, where we consider it necessary or appropriate, cancel the card your new item replaces. If you are notified that your card has been cancelled, you are required to cut it in half and return it to any NBS branch.

Proof of posting a letter to your last known address notifying you of the cancellation of your card will be proof of notification.

You may cancel your card by notifying us in writing, cutting it in half and returning it to any NBS branch.

Transaction disputes

Where you have a dispute with a Merchant regarding a Transaction, we suggest you initially speak to the Merchant to try to resolve the situation. Where you cannot resolve the situation with the Merchant, you are responsible for checking your statements to ensure their accuracy and advising us of any mistakes. If you do not notify us of a disputed transaction within the time period stated below then the charge or record of the transaction will remain on your account.

If you dispute any transaction recorded in your monthly statement, you must notify us in writing within 30 days of the statement period closing date, giving the following information:

- your name, account number and card number
- the amount and nature of the disputed transaction attaching (if available) a copy of the transaction record or sales voucher in support of your case
- details of the EFT terminal (if any) at which the disputed transaction occurred
- details of the website (if any) through which the disputed transaction was initiated
- the date and approximate time (if known) on which the disputed transaction occurred
- details of any formal complaint lodged with the Police.

Once you have notified us of the disputed transaction we will investigate the matter and acknowledge your complaint within five working days. Failure to report the incorrect, invalid or unauthorised transaction within 30 days may mean we cannot reverse the transaction and you will have to pay for it.

Where it is established that an error did occur (whether it was the disputed transaction complained of, or not) it will be corrected, and you will be advised of any appropriate adjustments which will be made to your account in respect of credit charges and other charges. If, as a result of our investigation, we believe the charge or transaction should remain, we will write to you setting out our reasons and service charge. If you have followed NBS's internal complaints procedure and you are still not satisfied with the outcome of the investigation, you may refer the matter to the Banking Ombudsman. In respect of disputes between merchants and cardholders, refer to the 'Card transaction requirements' section.

What to do if you have a complaint

Your satisfaction is our priority so if you have any concern or problem, whatsoever, let us know and we'll do our best to resolve it right away.

NBS is a member of the Banking Ombudsman Dispute Resolution Scheme. If you're still unhappy after we've reviewed your complaint, then you may want to refer the matter to the Banking Ombudsman.

Further details on NBS's internal complaints process and the Banking Ombudsman's Dispute Resolution Scheme are set out in NBS's General Terms and Conditions (a copy of which is available at any NBS branch or online at nbs.co.nz).

Variation of Conditions of Use

We reserve the right to vary these Conditions of Use at any time.

Examples of when we may exercise this right include:

- if NBS's legal or regulatory requirements change;
- to allow us to respond to market changes;
- to reflect improvements to the product and/or service; or
- to enable changes that are reasonably necessary for our other legitimate business purposes.

Notice of any such changes to these Conditions of Use will be given in accordance with the Code of Banking Practice. The Code of Banking Practice is available at any NBS branch or online at nzba.org.nz

Exercise of NBS's discretion

When we exercise discretion under these Conditions of Use we will do so in a reasonable and consistent way. We have provided some examples in this document of when we may exercise our discretion

Definitions

account

means your nominated NBS account from which funds may be withdrawn by using your card.

branch

means any NBS branch.

branch terminal

means each of the computer terminals installed at the service counters at our branches.

card

means your NBS Debit Mastercard

contactless terminal

means an EFT terminal which can be used to make contactless transactions.

contactless transaction

means a transaction made by holding a payment instrument with contactless technology close to the card reader on a contactless terminal without having to insert or swipe the card.

electronic funds device

in New Zealand, means any NBS ATMs, any branch terminals, point of sale terminals or any other automatic teller machines (ATM) approved by us as a device in which the card may be used in accordance with these Conditions of Use within New Zealand. Overseas, electronic funds device means any electronic funds device displaying the Mastercard symbol.

electronic funds transfer (EFT)

means the process by which funds are withdrawn electronically from your account. You authorise an electronic fund transfer by using your card with our associated PIN at an electronic funds device.

off-line funds transfer

means the process by which funds are withdrawn from your account when an electronic funds device is out of operation or a merchant does not have EFT facilities. You authorise an off-line funds transfer by signing or authorising the issue of an off-line payment voucher.

we, us, our or NBS

means Nelson Building Society.

you or your

means the account holder or cardholder, depending on the context.

HEAD OFFICE
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P: 03 548 2164
0800 101 700
www.nbs.co.nz
NBS is not a registered bank.

Using the Debit Mastercard

New Zealand

NZ EFTPOS: Select CHQ or SAV and enter your PIN
NZ ATM: Select CHQ or SAV and enter your PIN

Overseas

Overseas EFTPOS: Select CREDIT and sign or enter your PIN
Overseas ATM: Select Credit and enter your PIN

Online/Phone/Mail Order

Select Mastercard as your card type
Provide your card number and expiry date
Provide the three digit CVV number on the back of your card if required

NBS Debit Mastercard®

Lost or stolen card

In New Zealand call **0800 101 627** immediately, when overseas call **+64 3 548 9928** (via International Operator), 24-hours a day, seven days a week.