

Accesscard

CARDHOLDER TERMS AND CONDITIONS OF USE



TERMS AND CONDITIONS OF USE

As a holder of a First Credit Union ACCESSCARD you will be able to make cash withdrawals and carry out transactions at EFTPOS terminals and ATM machines in New Zealand as well as overseas. To use these services it is important that you read carefully and understand these Cardholder Terms and Conditions of Use of the ACCESSCARD ("Terms and Conditions") as they will explain how, when, where, for what, and by whom the ACCESSCARD may be used. These Terms and Conditions form the contract between yourself as 'the Card holder' and First Credit Union. Upon signing and using your ACCESSCARD, you acknowledge and accept these Terms and Conditions set out below.

Upon receipt of your ACCESSCARD you must sign it immediately, and keep it in your possession for your sole use. First Credit Union owns the ACCESSCARD, and can retain it, amend or cancel its use at any time. Please note however, you have the responsibility for safeguarding your ACCESSCARD.

PERSONAL IDENTIFICATION NUMBER – PIN

It is necessary for you to select a personal identification number (PIN) at First Credit Union before you can use your ACCESSCARD. The PIN selected is your "electronic signature" and must remain confidential to you alone. If the PIN is issued to you personally, we must be satisfied about your identity before allowing the ACCESSCARD to be issued.

GENERAL USE OF THE ACCESSCARD

By using your ACCESSCARD and PIN, you authorise First Credit Union to debit or credit your account(s). In these situations, your ACCESSCARD Terms and Conditions and respective First Credit Union Terms and Conditions will apply. Each ACCESSCARD transaction carried out on your nominated account is subject to the authorities, conditions and charges applying at that time. Please note that in the event of a mechanical fault, other service breakdown or errors, you may not be able to access your funds through ATM or EFTPOS transaction (in New Zealand or overseas).

In such circumstances, First Credit Union accepts no liability should you be unable to withdraw funds or carry out other transactions.

TRANSACTIONS WITHIN NEW ZEALAND

The ACCESSCARD may be used at any ATM or EFTPOS terminal in New Zealand. You may make cash withdrawals, up to the daily limit, subject to the current available balance in your account. Please refer to our Fees schedule for applicable charges.

First Credit Union may, at its discretion, give you fourteen (14) days notice, in writing, to your last known address limiting the maximum amount you may withdraw from any or all of your accounts during any specified period.

OVERSEAS TRANSACTIONS

You may use your ACCESSCARD overseas. Cash withdrawals can be made at ATMs displaying the Maestro® or Cirrus® logos and you will be charged an overseas ATM fee. Purchases can be made through EFTPOS at merchants displaying the Maestro® logo. However, access may vary according to acceptance by merchants and the hours particular merchants are open for business. First Credit Union 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 goods and services available from the bank or merchant.

Transaction fees apply and these are available upon request from First Credit Union. In addition to the overseas ATM fee, you will be charged transaction fees fixed by First Credit Union and / or a Foreign Currency Conversion Fee fixed by MasterCard International for Maestro® and/or Cirrus®. The overseas ATM fee is subject to change and there are no exemptions to this fee.

FOREIGN CURRENCY TRANSACTIONS

You can use your ACCESSCARD to make purchases, obtain cash advances and receive funds in foreign currency. All foreign currency purchases and cash advances will be converted to New Zealand Dollars (NZD) as at the date your transaction is processed (and not necessarily the date that you enter into your transaction) at a rate of exchange set by MasterCard International Incorporated for Maestro® and/or Cirrus®. MasterCard International add a Foreign Currency Conversion Fee of 1.10% of each foreign currency purchase and cash advance. The converted amount of your foreign currency transaction includes the Foreign Currency Conversion Fee in the NZD amount shown on your statement for each transaction.

For full details about the fees and charges associated with use of your ACCESSCARD refer to the Rates and Fees schedule available at First Credit Union.

We are not responsible for any loss or inconvenience you may suffer if, because of events beyond our control, you cannot use your ACCESSCARD overseas. This could include ATM or communication line failure or merchant non-acceptance.

ELECTRONIC FUNDS TRANSFER AT POINT OF SALE (EFTPOS) TRANSACTIONS

You may perform EFTPOS transactions through electronic terminals at participating merchants in New Zealand or overseas displaying the Maestro® logo, to pay for goods and services, up to your daily limit.

Any dispute you may have either in respect of acceptance of the ACCESSCARD, or in relation to the goods or services purchased, shall be resolved between you and the merchant and shall be of no concern to First Credit Union. Such disputes will not relieve you of liability for payment of any amount due to First Credit Union.

ACCESSCARD - ATM AND EFTPOS DAILY LIMITS

Cash withdrawals from ATMs and purchase of goods and services using EFTPOS, are subject to daily limits set by First Credit Union. Please contact First Credit Union for further information.

WITHDRAWAL LIMITS

You agree that you will not use your ACCESSCARD to overdraw the balance in any of your linked accounts; or exceed the unused portion of your credit limit under any pre-arranged credit facility such as a line of credit or overdraft. These limits are set for security reasons. Please contact First Credit Union for further information.

CHARGES

A charge of 25 cents is debited from your account every time you use your ACCESSCARD. When using a non-credit union ATM machine there is a charge of \$2.00.

LIABILITY FOR LOSS OF ACCESSCARD OR PIN

Maximum Liability: You acknowledge and agree that you are liable to First Credit Union for all ACCESSCARD transactions made by any person using the ACCESSCARD in conjunction with the PIN. You may also be liable for some or all loss from unauthorised transactions if you have not complied with these Terms and Conditions, or you have contributed to or caused that loss by, for example (but not limited to);

- Selecting unsuitable PINs;
- Failing to take all reasonable steps to safeguard your ACCESSCARD;
- Keeping written records of your PIN;
- Parting with your ACCESSCARD and/or disclosing your PIN to any other person;
- Failing to take all reasonable steps to prevent disclosure to any person when keying in your PIN; or
- Unreasonably delaying notification to us of the loss or theft of your ACCESSCARD, or of the actual or possible disclosure to any other person of your PIN.

If any of these apply, your maximum liability will be the lesser of:

- The actual loss at time of notification; or
- The maximum amount that you would have been entitled to withdraw from your account between the time your ACCESSCARD was lost/stolen and the time you notified us.

Notification of Loss: When your ACCESSCARD is lost, stolen or mislaid or you believe that another person has used the ACCESSCARD or gained knowledge of your PIN then you must:

- Immediately notify First Credit Union or the ACCESSCARD Contact Centre of the loss and give all relevant information, or
- If the loss of the ACCESSCARD occurs outside normal hours immediately notify the ACCESSCARD Contact Centre by telephone on 0800 800 147 or if outside New Zealand, telephone +64 9 366 1028 (collect), and
- Confirm any telephone notification of loss in writing within seven (7) days to First Credit Union.

Upon receipt of advice of loss of the ACCESSCARD or disclosure of the PIN, First Credit Union may pass on all relevant information to the Police.

Limitation of Liability: Provided that you have, at all times, acted in accordance with these Terms and Conditions and you have not acted fraudulently or negligently or contributed to or caused losses by unauthorised use, you will only be liable for the amount of loss that occurred before you notified First Credit Union, that is the lesser of:

- \$50.00
- The actual loss at the time of notification; or
- The maximum amount you would have had access to over the relevant period prior to the notification, calculated in accordance with the daily transaction limit; or
- The total credit available from your account.

If you have promptly reported the loss or theft of your ACCESSCARD or the possible disclosure of your PIN and provided that you have, at all times, acted in

accordance with these Terms and Conditions, you will not be liable for loss occurring after notification, unless you have acted fraudulently or negligently.

Contributed Loss: If you have not acted fraudulently or negligently, but have contributed to or caused losses from unauthorised transactions, you may be liable for some or all of the actual losses occurring before you notified First Credit Union, except for:

- That portion of the total losses incurred on any one day that exceeds the transaction limit applicable to your card or account(s);
- That portion of the total losses incurred that exceeds the balance of your account(s), including any prearranged limit;
- That portion of the total losses arising from fraudulent or negligent conduct by our employees or agents or parties involved in the provision of electronic banking services;
- That portion of the total losses incurred as a result of faults that occur in machines, ACCESSCARD or systems used, unless the faults are obvious or advised by message or notice on display;
- Unauthorised transactions before you have received your ACCESSCARD or PIN; and
- Any other unauthorised transaction where it is clear that you could not have contributed to the loss.

REPLACEMENT CARDS

First Credit Union will replace any lost, stolen or damaged ACCESSCARD at your request. A fee may be charged for the replacement card. Such replacement card will be subject to these Terms and Conditions as if it were the original card. However, should your ACCESSCARD card be lost, stolen or damaged overseas, First Credit Union may not issue a replacement card until you return to New Zealand. Should this occur, please contact the ACCESSCARD Contact Centre on 64 9 366 1028 (collect) to discuss suitable alternatives.

APPLICATION OF MONIES HELD IN OTHER ACCOUNTS WITH YOUR FIRST CREDIT UNION

First Credit Union may at any time:

- Apply an amount, up to the amount which is owing on the account the ACCESSCARD is linked to, from any account which you hold with First Credit Union.
- Combine this account with any or all other accounts held by you with First Credit Union, whether alone or together with any other member, and to set off against any credit balances or include with any debit balances in those accounts any balance which is owing on the overdrawn account balance.
- Apply an amount, up to the amount which is owing on the account the ACCESSCARD is linked to, from any account which you hold with First Credit Union.
- Combine this account with any or all other accounts held by you with First Credit Union, whether alone or together with any other member, and to set off against any credit balances or include with any debit balances in those accounts any balance which is owing on the overdrawn account balance.

ACCOUNT STATEMENTS

First Credit Union will send you an account statement at least every 6 months. You may request more frequent account statements.

For accounts which have a pre-arranged credit facility attached, such as a line of credit or overdraft, First Credit Union will send you an account statement monthly.

You may request a copy of your account statement at any time.

DISPUTED TRANSACTIONS

If you believe there has been a transaction error, or funds have been lost, you should contact your First Credit Union immediately and provide the following information:

- Your name
- Your ACCESSCARD number
- Your account number
- Date and time of the transaction
- Amount of the loss or disputed transaction and any other information as may be reasonably required

First Credit Union will investigate the complaint and report back to you within thirty (30) days. If the investigation is not completed within this time, you will be advised of the delay and the reasons for it.

If it is established a transaction error did occur, First Credit Union will promptly correct the error and adjust any fees or charges that may have occurred as a result. Any merchant errors must be resolved between you and the merchant and shall be of no concern to First Credit Union.

TERMINATION OF AGREEMENT

This agreement may be terminated by the return of your ACCESSCARD to First Credit Union. It may also be terminated by First Credit Union cancelling or retaining the ACCESSCARD or refusing to replace the card.

AMENDMENT TO TERMS AND CONDITIONS

These Terms and Conditions may be altered at any time by First Credit Union. When informing you of a variation to these Terms and Conditions, including changes to fees and charges, we will:

- Give at least fourteen (14) days notice of such variation; and
- Communicate such changes, either by direct communication or display in all branches and by notice in the media (including public notices).

Should First Credit Union increase your liability for losses relating to ACCESSCARD transactions you will be advised of the variation by way of fourteen (14) days notice, in writing, by First Credit Union to your last known address.

PROTECTING YOUR ACCESSCARD AND PIN

Protecting yourself against card fraud can be as easy as following these simple tips.

SELECTING A SUITABLE PIN

Do not use the following when selecting your PIN:

- Birth dates, months or years
- Sequential numbers (e.g. 3456)
- Number combinations that may be easily guessed (e.g. 1111)
- Parts of your telephone number
- Parts of numbers in the order in which they are printed on your ACCESSCARD
- Other easily accessible personal data (e.g. drivers licence or other numbers easily connected with you).

SAFEGUARDING YOUR PIN

You should safeguard your PIN by using these measures:

- Memorise your PIN
- Do not write down your PIN anywhere
- Do not disclose your PIN or give your ACCESSCARD to anyone to use (including the Police, First Credit Union staff, your family or friends)
- Ensure no one can see you enter your PIN at ATMs or when using EFTPOS
- Report the disclosure or possible disclosure of your PIN to First Credit Union as soon as you are aware or suspect that your PIN has been disclosed
- Consider using a different PIN for different cards or equipment

PROTECTING YOUR ACCESSCARD

Consider these measures to protect your card:

- Sign your card as soon as you receive it
- Do not leave your card/s in an unattended wallet, purse or vehicle or anywhere where someone could remove your card without being noticed (particularly in nightclubs, hotels or restaurants)
- Remember to take your card back after using it. Inform First Credit Union if you change your address, so replacement card/s can be sent to the correct address;
- Report the loss or theft of your card/s as soon as you are aware of it.

NOTE: First Credit Union ensures that ATM or EFTPOS facilities at our premises offer maximum PIN security. We will also encourage third parties to maximise your PIN security.