

# GENERAL

## TERMS AND CONDITIONS



## **RELATIONSHIP BETWEEN NEW ZEALAND HOME LENDING, NEW ZEALAND HOME LOANS AND KIWIBANK**

New Zealand Home Lending Limited is a home loan provider. The New Zealand Home Loan Company Limited distributes home loans on New Zealand Home Lending's behalf through the New Zealand Home Loans branch network.

These general terms govern your relationship with New Zealand Home Lending Limited.

New Zealand Home Lending Limited is an agent of Kiwibank Limited. Kiwibank's Disclosure Statement is available from your local Kiwibank and at [www.kiwibank.co.nz](http://www.kiwibank.co.nz).

New Zealand Home Lending Limited and The New Zealand Home Loan Company Limited are not registered banks.

### **WHAT DOES THE SHADING MEAN?**

It's important for you to read the whole of these general terms, but we have shaded the parts we think are particularly important for our customers to be aware of.

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# GENERAL PROVISIONS

## 1 WHAT ARE THESE TERMS ABOUT?

Unless stated otherwise, these general terms apply to all our accounts, products and services for personal and business customers. They apply from the first time you use an account, product or service, or when you submit your application for an account, product or service, whichever happens first.

There may also be other **specific terms** that apply to particular accounts, products or services. Among other things, these may set out eligibility criteria or usage rules for the account, product or service. You will find these **specific terms** on our application forms and brochures, at [www.nzhomeloans.co.nz/nzhltransact](http://www.nzhomeloans.co.nz/nzhltransact), in materials provided or made available to you around the time you take up the account, product or service, and/or in other documents that you agree in **writing** with us.

You must follow any **specific terms** as well as these general terms. If there is any conflict between these general terms and the **specific terms**, the **specific terms** will take priority. Other terms may also be implied by law.

Where we refer to “**our terms**” for a particular account, product or service, we mean these general terms together with the **specific terms** for that account, product or service. For each account, product or service we provide you, **our terms** make a separate agreement between us (New Zealand Home Lending Limited), and you (the individual(s) or **organisation** named as the account holder, or specified as the customer(s) for the relevant account, product or service).

Aside from **our terms**, you can also find other information about the features of our accounts, products and services in our applications forms and brochures, at [www.nzhomeloans.co.nz/nzhltransact](http://www.nzhomeloans.co.nz/nzhltransact) on the specific pages for the relevant account, product or service, or in materials provided or made available to you around the time you take up a particular account, product or service. We refer to these stated features as “**product features**”.

Throughout these general terms some words are in bold. These are words with specific meanings. You can find the meanings of these words in clause 49 below.

## 2 WHEN CAN OUR TERMS AND PRODUCT FEATURES CHANGE?

We can make changes to **our terms** and/or **product features** from time to time. Except where **our terms** say otherwise, we'll give at least 14 days' notice before making these kinds of changes. We can give notice using any of the methods in clause 3 below.

If you do not wish to accept a change, then subject to any **specific terms** and the requirements of clause 7 below, you can close your account, or cancel your product or service. If you do this before the change comes into effect, the change will not apply to you in relation to that account, product or service. Otherwise, the change will apply to you as soon as it takes effect.

Note that the **specific terms** for some accounts, products or services may include a fixed or minimum term, limiting your ability to close or cancel during that term. Also, you may be unable to close an account or cancel a product or service until you have paid all amounts owing to us in relation to that account, product or service.

We do not need to give notice beforehand for a change to **product features** where we reasonably consider the change does not substantially reduce the benefit of the relevant account, product or service. Instead, we will update our website ([www.nzhomeloans.co.nz/nzhltransact](http://www.nzhomeloans.co.nz/nzhltransact)) to reflect the change when it takes effect (or earlier if we choose). Also, our service hours, internal practices and similar matters are not **product features**, and we can change them at any time and without needing to give notice.

Changes to our fees, transaction limits, interest rates and other rates (e.g. foreign exchange rates) are dealt with separately under clauses 10 and 15 below.

## 3 COMMUNICATING WITH YOU

*Ways we can give notice under our terms*

When we give notice under **our terms** we can do so in one or more of the following ways:

- by direct communication (by letter, email, or text message, by secure message when you log in to internet banking, on an account statement, or by fax or telephone);
- by displaying a notice on our website ([www.nzhomeloans.co.nz/nzhltransact](http://www.nzhomeloans.co.nz/nzhltransact));

- by putting a notice in the media (for example, in the public notices section of a newspaper); or
- through any **electronic service** used by you.

You are responsible for telling us if there are any changes to your contact details, including your email address. You will be taken to have received any notice that we send to the most recent contact address that we have on file for the relevant account, product or service.

#### *Communications about other accounts, products and services*

We may send you promotional information about products and services that we think might be of interest to you (including from our selected business partners). We may do this by email, text message or other electronic or physical method. However, if you ask us not to provide you with this information, we will comply with your request.

## **4 HOW WILL YOUR INFORMATION BE HELD AND USED?**

We will comply with all privacy laws and codes of practice that apply to us.

The terms set out in this clause 4 may continue to apply to you and your information even after your account is closed or your relationship with us has come to an end.

### *Purpose of collecting your information*

When you apply for an account, product or service, and throughout our relationship with you, we and our **related organisations** can collect **information** about you for the purposes of:

- obtaining and verifying your identity and address information;
- opening and operating your accounts;
- providing you products and services;
- managing your relationship with us and our **related organisations**;
- complying with any applicable **law or legal rules**;
- conducting market research, data processing and statistical analysis; and
- providing you with information about products and services that we think might be of interest to you (including from our selected business partners), subject to clause 3 above.

You authorise us and our **related organisations** to collect **information** about you from any person who can provide us with **information** that relates to a purpose listed above and is necessary for that purpose. This may include any credit reporting agency. We and our **related organisations** may make enquiries about any **information** that you provide to us in order to check the accuracy of the **information**. This may include providing the **information** to agencies engaged by us to verify customer identities or address information.

#### *Credit checking and reporting*

As part of opening and operating your accounts, and providing any products and services to you, we may credit check you. As part of that credit check, we may give your **information** to credit reporting agencies, and credit reporting agencies may give **information** they hold about you to us.

We will also provide **information** to credit reporting agencies about when you have and haven't met your payment obligations to us and our **related organisations**.

Credit reporting agencies may use the **information** provided by us to update their credit reporting databases. When other individuals and **organisations** use the credit reporting agencies' services, they may be provided with this updated **information**.

We may also use credit reporting agencies' services in the future. For example, we may use credit reporting agencies' monitoring services to get updated **information** about you.

#### *Storage of your information*

Your **information** may be stored physically or electronically by us, our **related organisations**, or any third party that we or our **related organisations** contract to store it in New Zealand or overseas. We will act reasonably to ensure that your **information** is protected from unauthorised use or disclosure.

#### *Right to access and correct your information*

We will do everything reasonable to ensure that the **information** we hold about you is accurate, although this does depend on you telling us about any changes that mean the **information** we hold about you is no longer correct. You may ask us for access to the **information** we hold about you and, if necessary, request corrections to it.

If you would like access to the **information** we hold about you, please contact us. Our contact details are set out in clause 22 below and at [www.nzhomeloans.co.nz/nzhltransact](http://www.nzhomeloans.co.nz/nzhltransact).



### *Use and disclosure of your information*

We and our **related organisations** may use **information** about you for the purposes set out above. You authorise us to disclose your **information** to:

- our **related organisations**;
- third parties (including overseas third parties) that provide services to or for us or our **related organisations**. These third parties may be subject to overseas **law or legal rules** which require them to disclose your information;
- **organisations** conducting market research, data processing and statistical analysis for us;
- law enforcement authorities, the courts, government agencies, regulatory authorities or third parties, both in New Zealand and overseas, where we believe the disclosure will assist us to comply with any **law or legal rules** or will assist in the investigation, detection and/or prevention of fraud, money laundering or other criminal offences;
- credit reporting agencies and debt collection agencies;
- guarantors of your obligations to us;
- insurers (yours or ours) in relation to any money you owe us or any property that you have given us security over;
- our assignees or potential assignees;
- any previous or current employer, to the extent necessary for us to confirm your employment history or income; or
- anyone that we need to contact to carry out your instructions to us (including the recipient of any payment).

We may also disclose **information** about you to anyone you authorise us to disclose that information to. We may also disclose **information** about you to others where required by **law or legal rules**.

## **5 HOW DO YOU OPEN AN ACCOUNT OR SIGN UP FOR A PRODUCT OR SERVICE?**

To open an account, or sign up for a product or service, you may be required to complete and sign an application form, or, where available, apply digitally (for example, through a mobile app or our website).

You (and anyone acting on your behalf) may be required to provide proof of identity when you first open an account or sign up for a product or service. If you are a company, trust, partnership or other **organisation**, we may also require

details and proof of identity for anyone who owns or has control over the **organisation** (for example, directors, trustees, partners and shareholders). We can also require you (or anyone acting on your behalf) to update or re-supply this information to help us keep information about you up-to-date. If we reasonably consider it to be necessary, we may use third party services to verify the information you have provided.

We are not obliged to open an account and/or sign you up for a product or service. Whether we approve your application for an account, product or service is solely our decision.

## 6 ACTING ON YOUR INSTRUCTIONS

Before we act on instructions to us, we may require proof of your identity (or the identity of anyone acting on your behalf). This may involve asking security questions or requiring suitable identification.

However, each time any **electronic service** is accessed with an authorised PIN or password or through some other authorised form of log-in (such as successful fingerprint or other biometric log-in), we will act on any instruction given to us, whether or not you authorised the instruction. We need not make any further enquiries to verify an instruction and can assume that you gave it to us.

We may, at our discretion, accept instructions from you or anyone acting on your behalf by email, phone, fax, text or other means. You authorise us to act on these instructions. We are not responsible for any consequences of acting on, or refusing to act on, these instructions where they are unclear, or from errors introduced in the process of transmitting them to us.

In addition to the situations set out in clauses 8 and 16, we can refuse an instruction where we are not reasonably satisfied of your identity (or the identity of anyone acting on your behalf). We can also refuse an instruction where we reasonably consider this may be necessary or prudent to protect our legitimate interests, or the legitimate interests of a third party (for example, where we reasonably suspect an instruction is unauthorised or fraudulent, or where we reasonably consider that following the instruction could result in us violating a **law or legal rule** or the rights of a third party). This does not oblige us to refuse instructions in these circumstances.

## 7 WHEN CAN AN ACCOUNT BE CLOSED OR A PRODUCT OR SERVICE CANCELLED?

*When can we close or cancel?*

Except where our **specific terms** say otherwise, we can choose to close an account or cancel the provision of a product or service to you, at any time and without notice, if:

- we reasonably believe that you have acted, or are acting, unlawfully;
- we reasonably believe that you have been aggressive or threatening to our staff or customers;
- you have been adjudicated bankrupt;
- you have become insolvent or unable to pay your debts as they fall due, or proceedings are commenced, or an order is made, or any other step is taken for your liquidation;
- you no longer have the necessary authority to operate the account or receive the product or service;
- you are not eligible for the account, product or service under **our terms**;
- you have not provided all information needed for us to comply with relevant **law or legal rules**, or we have not been able to verify the information to our reasonable satisfaction;
- some or all of the information that you have previously provided to us in order to open or operate the account, product or service is materially inaccurate, and as a result we reasonably consider closure or cancellation is necessary or prudent to protect our legitimate interests;
- we reasonably believe that we are required to do so by **law or legal rules**, or by the rules of a **card scheme** or **payment system**;
- we reasonably suspect the account, product or service is being used or obtained to facilitate fraud, money laundering or other criminal offences; or
- we reasonably believe that the closure or cancellation is necessary or prudent to protect one or all of the parties to the account, or our legitimate interests, or the legitimate interests of a third party.

Under clause 17 below, we may also close some or all of your accounts, or cancel some or all of the products or services we provide you, where you fail to pay amounts owing to us when they are due, or you otherwise breach **our terms**.

If we close an account or cancel a product or service without giving you notice beforehand, we will give you notice as soon as reasonably practicable afterwards, using one of the direct communication methods in clause 3.

Except where our **specific terms** say otherwise, we can also close your account or cancel the provision of a product or service to you by giving at least 14 days' notice, without needing to give a reason. If we do this, we will use one of the direct communication methods in clause 3.

#### *When can you close or cancel?*

Except where **our terms** say otherwise, you can ask us to close an account or cancel a product or service at any time. To do this, you'll need to contact your NZHL consultant, or tell us by phone or secure messaging via internet banking.

Note our **specific terms** may include a fixed or minimum term, limiting your ability to close an account, or cancel a product or service during that term.

If you ask us to close an account or cancel a product or service, and you owe us money in relation to that account, product or service, we may require that you pay the amounts owing before we will close the account or cancel the product or service. Until your account is closed, or your product or service cancelled, **our terms** will continue to apply, interest will continue to accumulate (if applicable), and we may continue to charge our fees.

#### *What happens after closure or cancellation*

When your account is closed or your product or service cancelled, you must immediately pay us any amounts you owe us relating to that account, product or service. You must also return to us or destroy any **cards** relating to an account that has been closed.

## 8 WHEN CAN AN ACCOUNT, PRODUCT OR SERVICE BE SUSPENDED?

We can choose to suspend the operation of an account or your access to a product or service, at any time and without notice, if:

- you have been adjudicated bankrupt;
- we reasonably consider you have become insolvent or unable to pay your debts as they fall due, or proceedings are commenced, or an order is made, or any other step is taken for your liquidation;
- we are notified of a dispute over either the ownership of funds in your account or the operation of your account, product or service;
- we reasonably consider it necessary or prudent to clarify the authority of any person claiming to act on your behalf;
- you have not provided all information needed for us to comply with any relevant **law or legal rules**, or we have not been able to verify the information to our reasonable satisfaction;
- we discover that some or all of the information that you have previously provided to us in order to open or operate the account, product or service is materially inaccurate, and as a result we reasonably consider suspension is necessary or prudent to protect our legitimate interests;
- we reasonably consider we are required to do so by **law or legal rules**, or by the rules of a **card scheme** or **payment system**;
- we reasonably suspect your account or a product or service is being used or obtained to facilitate fraud, money laundering or other criminal offences; or
- we reasonably suspect that suspension may be necessary or prudent to protect one or all of the parties to the account, or to protect our legitimate interests, or the legitimate interests of a third party;

Under clause 17 below, we may also suspend some or all of your accounts, products and services where you fail to pay amounts owing to us when they are due, or otherwise breach **our terms**.

If we suspend an account, product or service without giving you notice beforehand, we will give you **notice** as soon as reasonably practicable afterwards, using one of the direct communication methods in clause 3 above, unless this is prohibited by any **law or legal rules**.

Unless we decide to close the account or cancel the product or service under clause 7 above, the suspension will come to an end when we are reasonably satisfied that the reasons for the suspension no longer apply.

During the suspension, **our terms** will continue to apply, interest will continue to accumulate (if applicable), and we may continue to charge our fees.

## 9 WHAT OTHER INTERRUPTIONS MIGHT OCCUR?

We will use reasonable care in operating our systems, so as to limit disruptions to your use of our accounts, products and services as allowed by **our terms**. However, you accept that our systems will not necessarily be available uninterrupted or error-free, and they may also be inaccessible from time to time while undergoing maintenance or upgrade work. If we are not able to provide advance **notice** of any interruption, we will give **notice** as soon as reasonably practicable afterwards.

## 10 WHAT HAPPENS TO PAYMENTS MADE TO OR FROM YOUR ACCOUNT?

### *At law*

We can make payments from your account without your permission if required by relevant **law or legal rules**.

We may block or delay payments to or from your account without your permission if required by relevant **law or legal rules**, or if we reasonably suspect the payment involves some form of fraud, money laundering or other criminal offence.

### *Order of payments*

We may determine when and in what order payments into and out of your account are made.

### *Cleared funds*

On your request, we will provide you with information on when funds paid into your account are likely to be cleared. The timing of this will depend on a number of factors, including the type of payment used, what country the payment was made from, the rules or legislation covering payments (including those relating to dishonours and reversals) and/or whether the payment was made on a **business day** and during our business hours.

### *Drawing against uncleared funds*

We may allow you to withdraw against uncleared funds. If we do, and the payments into your account are reversed, we will debit your account with the amount of the payments.

### *Declining or reversing payments out of your account*

You agree that we are entitled to decline or reverse payments from your account if:

- there are insufficient cleared funds in your account;
- you instruct us to stop or reverse the payment, and we are able to comply with that instruction;
- you have not provided all information needed for us to process the payment or comply with relevant **law or legal rules**, or we have not been able to verify the information to our reasonable satisfaction, or we reasonably consider that the information is materially inaccurate;
- we are required to do so by relevant **law or legal rules**, or the rules of a **card scheme** or **payment system**;
- we reasonably suspect the payment is being used to facilitate fraud, money laundering or other criminal offences, or
- we reasonably consider it necessary or prudent to protect one or all of the parties to the account, our legitimate interests, or the legitimate interests of a third party.

We are also entitled to decline a payment from your account if we reasonably suspect that the payment is unauthorised.

We will charge you a dishonour fee if a payment from your account is declined because you have insufficient funds. There may also be a cost to you if we reverse a payment from your account. For further details, see our **specific terms** and the list of fees available at [www.nzhomeloans.co.nz/nzhltransact](http://www.nzhomeloans.co.nz/nzhltransact).

### *Mistaken payments*

If you make a payment from your account in error, it may not be possible to stop or reverse the payment once it has been made. You may only be able to recover such a payment made in error through court action or with the consent of the account holder who received it. If you ask us to recover a payment from your account, we will use reasonable efforts to do so, and we may charge you our reasonable costs as permitted by clause 15 below.

### *Reversing amounts paid to you*

We may reverse payments paid into your account, without your consent and without giving notice, if:

- we have made an error;
- the person or **organisation** making the payment has made an error;

- another financial institution or bank involved in making the payment has made an error, or has dishonoured the payment;
- we are required to do so by relevant **law or legal rules**, or the rules of a **card scheme** or **payment system**;
- we reasonably suspect the payment is being used to facilitate fraud, money laundering or other criminal offences; or
- the payment was unauthorised, and we reasonably believe that you are not legally entitled to retain it.

## 11 WHAT DO YOU NEED TO KNOW ABOUT ELECTRONIC SERVICES PAYMENTS?

### *Transaction limits*

There may be maximum and minimum limits for certain transactions. Details of our current maximum and minimum limits for transactions are available by contacting your NZHL consultant or calling us on 0800 333 238. We can change these at any time without notice.

### *Automatic payments*

You must give us three **business days'** notice to set up an automatic payment.

Where there is not enough money in your account to make a requested automatic payment, at our discretion we may make the payment, or try again on the following business day. If the payment is not made because there are insufficient funds we can charge a dishonour fee. If the payment is made and as a result your account is overdrawn you may be charged interest or fees. For further information see the list of fees available at [Kiwibank.co.nz](http://Kiwibank.co.nz).

An automatic payment authority may be cancelled, without notice to you, in circumstances when the automatic payment fails three scheduled dates in a row.

If you wish to stop or alter an automatic payment, you must give us at least three **business days'** notice before the date the payment is scheduled to be made.

### *Bill payments*

You must give us three **business days'** notice to set up a bill payment. If you wish to stop or alter a bill payment, you must give us at least **three business days'** notice before the date the payment is scheduled to be made.

### *Direct debits*

If you authorise an individual or **organisation** to take a direct debit from your account, then you must ensure



they tell you the start date, frequency, and amounts of the direct debit and update you if these change. You agree that we can pay from your account any direct debit that we reasonably believe has been authorised by you.

If changes are made to your account details, and there is a direct debit coming out of your account, you must tell the individual or **organisation** that you have authorised to debit your account about the changes to your account. A new direct debit authority may be required to authorise future direct debits on your account.

If you wish to stop a payment to be made by direct debit, you must give us at least three **business days'** notice before the date the payment is scheduled to be made.

#### *Direct credits*

If changes are made to your account details, and there is a direct credit coming into your account, you must tell the individual or **organisation** that you have authorised to credit your account about the changes to your account.

#### *Payments generally*

We may defer electronic payments when they fall on a non-**business day** until the next **business day**.

#### *Authorities in force*

We will continue to process **electronic services** payments (including scheduled payments) out of your account until we receive formal notice of your death, dissolution, bankruptcy, insolvency or mental incapacity. Within a reasonable time of receiving such notification we will cancel all future **electronic services** payments out of your account, from that date or as soon as possible after that date. We may continue or reinstate these payments and direct debit authorities if we receive an appropriate authority (for example, a valid enduring power of attorney if you have become mentally incapacitated).

## **12 WHAT ARE YOUR ELECTRONIC SERVICES RESPONSIBILITIES?**

In addition to any other requirements in **our terms**, when using **electronic services** you must not do (or attempt to do) any of the following:

- undermine the security or integrity of our systems or the systems of our external suppliers;
- misuse or interfere with the functionality of **electronic services**;
- gain unauthorised access to any part of our systems or information that you have not been given express permission to access;

- use any of our systems or services to upload or transmit any files that may damage our or any other person’s computer, mobile device or software;
- use any of our systems or services to upload or transmit content that may be offensive or in breach of any **law or legal rules**;
- modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any of our software or **electronic services**; or
- use **electronic services** for any purposes other than carrying out transactions for lawful purposes and enquiries on your accounts, products and services.

### 13 WHAT ARE OUR ELECTRONIC SERVICES RESPONSIBILITIES?

We will exercise reasonable care and skill in providing you with **electronic services**. However, as far as permitted by law, we will not be responsible if you incur a loss caused through circumstances beyond our reasonable control.

Also, as far as permitted by law, we will not be responsible for any consequential loss you might suffer due to any problem affecting our **electronic services**, even where the problem is caused by us. For this purpose, loss is “consequential” if it relates to the particular purposes for which you are using or relying on the service, i.e. if other customers using or relying on the same service for a different purpose would not necessarily suffer the same type of loss.

In particular, this means that as far as permitted by law, we will not be held responsible for any knock-on effects you might suffer because:

- you are unable to access an **electronic service**, or an application associated or reliant on an **electronic service**, at any time;
- you rely on an **electronic service** provided via the internet, but the service is affected by a failure or delay; or
- you rely on inaccurate content or information in any **electronic service**.

We will not be responsible for any loss you might suffer because of any misuse by you (or anyone acting on your behalf) of any **electronic service**, including any use of the service in a manner prohibited by **our terms**.

## **14 HOW DO YOU KEEP TRACK OF THE BALANCE OF YOUR ACCOUNT?**

### *Account statements*

We will send you statements for your account at least every six months. These will be in printed form unless you have agreed to receive them in electronic form.

You must check these statements and tell us as soon as possible if you think that there is an error on your statement or you believe there has been an unauthorised use of your account. You should keep statements in a safe place for future reference.

### *Inactive accounts*

If you have not initiated any transactions on any of your accounts for six months, we may stop sending you paper statements (if you are registered for internet banking) or may only send you paper statements every six months (if you are not registered for internet banking).

## **15 WHAT FEES AND COSTS DO YOU PAY?**

We will charge fees on your account and for any products and services we provide you. We will deduct those fees from your account.

We may change our fees at any time but must give **notice** at least 14 days before doing so. Please note, except where our **specific terms** say otherwise, we may change interest rates and other rates subject to market fluctuations (for example, foreign exchange rates) at any time and are not required to give prior notice of the change.

A list of our current fees is available by calling us on 0800 333 238 and from your NZHL consultant.

Also, if we incur any costs specifically for the purpose of carrying out a request from you, then you must pay us the amount of those costs, and we may deduct them from your account. However, before we proceed with your request, we will let you know if these costs might apply, unless they are already mentioned in our list of fees or our **specific terms**.

Note that you may also be liable for other amounts under clause 21 below.

## 16 HOW CAN SOMEONE ELSE USE YOUR ACCOUNTS, PRODUCTS OR SERVICES?

### *Authorised users*

You must obtain our approval if you want someone else to be able to use or operate one or more of the accounts, products and services we provide you. We may require you to complete documentation evidencing your authorisation. Once you and the named person have provided us with the necessary information, and we have given our approval, the named person will be considered an “**authorised user**” of the specified account, product or service.

You must ensure that the **authorised user** complies with **our terms** for the account, product or service in question. You will be responsible under **our terms** for the **authorised user’s** acts and omissions in connection with that account, product or service, as if they were your own.

Unless we agree otherwise with you, your **authorised users** cannot:

- change account owner or principal details;
- change signatories on an account;
- close accounts, or cancel products or services;
- add or remove other **authorised users** from your account; or
- establish or change credit or lending limits, or authorised overdrafts.

Otherwise, subject to any **specific terms**, and any limitations agreed in a signed account operating authority, we will be entitled to treat each **authorised user** as having your full authority in relation to the account, product or service, including the ability to give instructions on your behalf. However, there may still be times where we need you to confirm the authority of your **authorised user**, and we are not obliged to accept their instructions where we reasonably consider further confirmation of their authority is necessary or prudent.

Your **authorised users** may also be allowed to view or obtain information about transactions and activity on the relevant account, product or service.

### *At law*

There may also be **law or legal rules** that require us to allow someone else to operate an account, product or

service we provide to you (for example, on your death, dissolution, bankruptcy, insolvency or mental incapacity).

### *Liability*

Except where **our terms** state otherwise, you will be liable for all transactions made and fees incurred on the accounts, products and services we provide you. This includes transactions made and fees incurred by anyone that you or the law authorises to use the account, product or service, and by anyone else who obtains unauthorised access as a result of your negligence or breach of **our terms**. You will also be liable for any breach of **our terms** by anyone that you or the law authorises to use an account, product or service that we provide you.

### *Controls*

It is your responsibility to control your **authorised users'** activities in relation to the relevant account, product or service. In particular, if you have an account, product or service for an **organisation** or business, you must maintain appropriate internal controls in your **organisation** or business to prevent unauthorised or fraudulent transactions and instructions in relation to the account, product or service.

## **17 WHAT IF YOU BREACH OUR TERMS OR FAIL TO PAY ON TIME?**

If you breach **our terms** (aside from a failure to pay an amount owing to us when due), then:

- we may require that you fix the breach;
- if we reasonably consider the breach may expose us to losses or risks that are more than trivial, we may suspend, close or cancel any or all of the accounts, products and services we provide you, without giving any prior notice;
- if we reasonably consider it necessary or prudent to protect our legitimate interests, we may require you to pay us all amounts you have owing to us, immediately, whether or not they would otherwise be repayable on demand; and/or
- we may exercise any of our rights under any contract (including **our terms**) between you and us or at law.

If you fail to pay us an amount owing to us when due, then:

- we may list you as a defaulter with any credit reporting agency;
- we may place any debt you owe us with any debt collection agency;
- we may suspend, close or cancel the account, product or service to which the overdue amount relates, without giving any prior notice;
- if we reasonably consider it necessary or prudent to protect our legitimate interests, we may suspend, close or cancel any or all of the accounts, products and services we provide you, without giving any prior notice, and/or we may require you to pay us immediately all amounts owing to us, whether or not they would otherwise be repayable on demand; and/or
- we may exercise any of our rights under any contract (including **our terms**) between you and us or at law.

You must tell us immediately of a breach of **our terms** in relation to your accounts, products and services (by you, any joint account holder, or any of your **authorised users**), or any change affecting your relationship with us.

Our rights under this clause 17 are subject to our obligations under any applicable laws.

## **18 WHAT IF YOU SHARE AN ACCOUNT, PRODUCT OR SERVICE?**

It's important to understand what it means where you hold an account jointly with one or more others, or are signed up to a service or product jointly with one or more others. For this purpose, we refer to all of you as "**joint holders**" of the account, product or service.

You and each of the other **joint holders** is responsible (together and also individually) for:

- all amounts owing in relation to the account, product or service;
- any breaches of **our terms** for the account, product or service, and
- the actions of each other **joint holder** as if their actions were your own, but subject to any

- restrictions on their authority that you have agreed with us in a signed account operating authority (if applicable) for the relevant account, product or service.

This means that:

- if money is owed on a joint account, product or service, each **joint holder** is responsible for the whole debt even if another **joint holder** created it (this liability may continue to exist even if a **joint holder** withdraws from the account, product or service, and we can take action against any or all of the **joint holders**); and
- any **joint holder** can use the joint account, product or service, subject to any restrictions agreed with us in a signed account operating authority (if applicable) for that account, product or service. For a joint account, this could include making withdrawals or payments or using ATMs without the knowledge of the other **joint holder(s)**.

### *Cheques*

Where a cheque crossed “account payee only” or “non-transferrable” is made payable to one **joint holder**, the cheque may be credited to any account that the payee holds with us (whether by themselves or as one of a number of **joint holders**). Where a cheque crossed “account payee only” or “non-transferrable” is made payable to more than one **joint holder**, the cheque can only be credited to an account with us where both payees are **joint holders** (whether by themselves or with other **joint holders**).

### *Disputes*

If a dispute arises between **joint holders**, you must tell us immediately. We may suspend the operation of the joint account, product or service until we are satisfied that the dispute has been resolved.

### *Withdrawing from a joint account, product or service*

If a **joint holder** instructs us that he or she wishes to withdraw from a joint account, product or service, we will either suspend the operation of the account, product or service, or remove that party from the account, product or service.

In both cases, we will let all **joint holders** know what action we are taking as soon as possible. However, all **joint holders** will remain jointly and individually liable for all amounts owing to us (including payments made but not

processed) as at the date of the suspension or removal, until the amounts owing are paid in full.

#### *Closure of a joint account, product or service*

If a **joint holder** instructs us to close or cancel a joint account, product or service, we can act on the instruction except for accounts with a signed account operating authority stating that two or more are required to operate it. If this happens we will either suspend or close the account, product or service. However, all **joint holders** will remain jointly and individually liable for all amounts owing to us on the account, product or service (including payments made but not yet processed) as at the date of the suspension or closure, until the amounts owing are paid in full.

#### *Death of joint account holder*

If a **joint holder** dies, we may allow the remaining **joint holders** to use the account, product or service, or we may need to close it and establish a new one with the remaining **joint holders**. Any money in a joint account will belong to the surviving **joint holders**. The death of a **joint holder** does not discharge his or her liability to us.

#### *Communicating with joint account holders*

If we give a **notice** or communication about a joint account, product or service to one of the **joint holders**, then as far as permitted by law, all **joint holders** will be treated as having received that **notice** or communication.

#### *Information*

Where we hold information about a **joint holder** in relation to a joint account, product or service, or information about an account, product or service and the transactions on it, we may disclose this information to other **joint holder(s)** of that account, product or service.

## **19 WHAT ABOUT TRUST ACCOUNTS?**

#### *Changes in the trustees*

If you are a trustee of a trust, you must tell us in **writing** immediately if the trust is appointing a new trustee (or is considering appointing a new trustee) or if a trustee is retiring.

#### *Liability*

As an individual trustee, you acknowledge that:

- **our terms** will continue to bind you despite any changes which may take place in the trustees (including by death, dissolution, bankruptcy, insolvency, mental incapacity, retirement or admission of any trustee) or the fact that the trust no longer carries on business; and



- you are personally liable for all obligations of the trust so that we may have recourse to your personal assets on the same basis as any other personal creditor.

Except where our **specific terms** say otherwise, if you are a **limited liability trustee**, then your liability to us under **our terms** is limited to the trust assets, except to the extent that we are unable to recover amounts owing under **our terms** from the trust assets:

- because you do not have the right to be fully indemnified out of the trust assets in priority to the interests of the beneficiaries in respect of all obligations incurred by the trustees under **our terms**; or
- because one or more of the other trustees does not have the right to be fully indemnified out of the trust assets in priority to the interests of the beneficiaries in respect of all obligations incurred by the trustees under **our terms**, where you were aware of this but failed to tell us in **writing** immediately on becoming aware; or
- because of any dishonesty, wilful default or misconduct by you in respect of your obligations under the trust or **our terms**.

In these circumstances, this limitation of liability will not apply to you, and you will be liable to us from your personal assets for the amount that we would have been able to recover from the trust assets if these circumstances did not exist.

Once a trustee retires and we have been informed in **writing**, that trustee will not be liable for any further debts the trust takes on after that point in time.

## 20 WHAT ABOUT PARTNERSHIP ACCOUNTS?

This section applies to all partnerships other than limited partnerships registered with the companies office.

### *Changes in the partners*

If you are a partner in a partnership, you must tell us in **writing** immediately if the partnership is appointing a new partner (or is considering appointing a new partner) or if a partner is retiring.

### *Liability*

As a partner, you acknowledge that:

- **our terms** will continue to bind you despite any changes which may take place in the partners (including by death, dissolution, bankruptcy, insolvency, mental incapacity, retirement or admission of any partner) or the fact that the partnership no longer carries on business; and
- as well as your joint liability as a partner, you are individually liable for all obligations of the partnership so that we may have recourse to your personal assets on the same basis as any other personal creditor.

Once a partner retires and we are informed in **writing**, that partner will not be liable for any further debts the partnership takes on after that point in time.

## 21 IMPORTANT RULES ABOUT LIABILITY

### *Your liability*

Except to the extent **our terms** or the law requires otherwise, and in addition to any other liability you may have, you agree to indemnify (i.e. pay) us on demand for:

- all costs (including enforcement, collection, court and legal costs) that we reasonably incur in responding to, or dealing with the effects of, your failure to pay amounts that you owe to us,
- your breach of **our terms**, or your fraud or other wrongdoing;
- all liabilities arising from third party claims that we incur because of your breach of **our terms**, or because of your fraud or other wrongdoing, and all costs that we reasonably incur in defending or settling those claims (including court costs and legal costs);
- all liabilities arising from third party claims that we incur because of following your instructions, and all costs that we reasonably incur in defending or settling those claims (including court costs and legal costs); and
- all losses suffered by us, by our other account holders or customers and/or by any other third party, through unauthorised transactions that were caused or contributed to by your breach of **our terms**, or by your fraud or other wrongdoing.

However, you will not be liable under this clause for losses or liabilities that result directly from fraudulent or negligent conduct by us (or by our employees, agents or suppliers involved in the provision of our accounts, products or services).

### *Our liability*

To the extent permitted by law, we are not liable for circumstances beyond our control, including delays or failures due to strikes or disputes or any machine or system failures.

## **22 WHAT ELSE DO YOU NEED TO KNOW?**

### *Compliance with the law*

You must comply with New Zealand law (and the laws of any other country that apply to you) when using your accounts, products or services.

### *Recording conversations*

When you are dealing with us by telephone or other electronic channels, your conversation with us may be recorded and retained for verification or training purposes.

### *Combination of accounts and set-off*

We may, at any time and without notice, combine some or all of your accounts with us in order to meet or reduce any amount you owe to us. In doing this we can break any term deposit you might have with us, convert any currency you hold with us into another currency or use any amount held in a joint account. However, we cannot set off deposits or amounts held for you with our related entities against amounts you owe to us.

We may, at any time and without notice, set-off any amount that you owe us against any amount we owe you, including amounts in your accounts with us.

Our rights of set-off under **our terms** are contractual rights affecting the terms on which you hold a credit balance in an account. Those rights do not create any security interest for the purposes of the Personal Property Securities Act 1999 in that credit balance, nor do they affect any other right of set-off, combination of accounts, liens or other right to which we are entitled, whether by law or contract. You cannot set-off any amount we owe you against any amount you owe us.

## *Consumer Guarantees Act 1993*

If you are “in trade” within the meaning of the Consumer Guarantees Act 1993, then as far as permitted by the Act, you and we agree to contract out of the provisions of the Act, but only in relation to accounts, products and services you are “acquiring in trade” within the meaning of the Act.

### *Assignment*

You must not assign, mortgage, charge, grant a security interest over or in any way encumber any right or obligation you have under **our terms** or in your accounts, except with our prior consent in **writing**.

We can transfer or assign some or all of our rights and obligations in respect of your accounts, or any other relationship you have with us, to one or more other persons. We do not need to give notice of this.

### *Security*

If we receive or hold any property, items or documents for you for any purpose and you owe us money, we may at our discretion exercise a lien over the property, item or document as security.

### *Complaints*

If you feel we haven't delivered on what we promised, please let us know so we can try and resolve the issue. Further information on our free complaint procedure is available by calling us on 0800 333 238.

If you're not satisfied with the outcome, you can send a request in **writing** to our Complaints Manager to reconsider your concerns. We take all concerns seriously and every complaint is fully investigated.

### *The Banking Ombudsman*

If you're unhappy with our investigation into your complaint, the Banking Ombudsman provides free independent assistance to resolve disagreements between financial institutions and their customers. Banking Ombudsman brochures are readily available at directly from: [help@bankomb.org.nz](mailto:help@bankomb.org.nz)

Freepost: 218002

PO Box 25-327

Featherston Street

Wellington 6146

Freephone: 0800 805 950 or +64 4 915 0400

### *Governing law*

**Our terms** are governed by New Zealand law and the courts of New Zealand have exclusive jurisdiction.

### *Invalidity*

If at any time part of **our terms** is found to be illegal, invalid or otherwise unenforceable, then this will not affect the rest of **our terms**. We can also change **our terms** at any time where we reasonably consider the changes are necessary to correct any illegality, invalidity or unenforceability. We will endeavour to give notice of the change at least 14 days in advance, but a shorter notice period may be required. We can give notice using any of the methods in clause 3 above.

### *Contacting us*

If you need to contact us about **our terms** or in relation to our accounts, products or services, you can do by calling us on 0800 333 238.

## **CHEQUES**

### **23 WHEN MAY WE REFUSE TO ACCEPT A CHEQUE FOR DEPOSIT?**

We may refuse to accept a cheque for deposit, including if:

- the cheque is not in a form that is commonly accepted by New Zealand banks;
- the cheque is presented to us for deposit six months or more after the date written on the cheque; or
- we are required to do so by relevant **law or legal rules**.

### **24 WHAT CAN WE DO WITH A POST-DATED CHEQUE?**

A post-dated cheque is a cheque with a future date written on it.

If you deposit a post-dated cheque before the future date, we may decline to accept the cheque for deposit until the future date.

### **25 CAN YOU STOP A BANK CHEQUE?**

A bank cheque is a cheque which is to be paid by us, rather than from your account.

Once you have paid for, and we have issued you with, a bank cheque, we are not obliged to stop payment being made.

However, we may do so if the bank cheque has been lost or stolen, or returned to us by you.

### **26 WHEN MAY WE REFUSE TO PAY OUT ON A BANK CHEQUE?**

We may refuse to pay out on a bank cheque if:

- the bank cheque is fraudulent, forged or counterfeit, or has been altered since its issue;
- the bank cheque has been reported lost or stolen;

- we did not get full payment for the bank cheque from you and you present the bank cheque to us for payment;
- we did not get full payment for the bank cheque from you and the bank cheque is presented to us by a person who obtained the cheque by fraud, or knew that it was originally obtained by fraud or without full payment by you; or
- we are required to do so by relevant **law or legal rules**.

## 27 WHAT IF YOU WANT TO DEPOSIT A FOREIGN CURRENCY CHEQUE?

If you deposit a cheque, draft or traveller's cheque in a foreign currency into your account, we will convert that foreign currency into New Zealand dollars at the exchange rate for that foreign currency on the date that the cheque, draft or traveller's cheque was deposited. We will generally not allow you to draw against this amount until the cheque, draft or traveller's cheque has cleared. However, sometimes we may agree to allow you to draw against the amount of an uncleared foreign currency cheque, draft or traveller's cheque.

If a cheque, draft or traveller's cheque in a foreign currency is later dishonoured, we will debit your account with the amount of that foreign currency in New Zealand dollars at the exchange rate for that foreign currency on the date that the cheque, draft or traveller's cheque is dishonoured, along with any costs we may incur.

## NEW ZEALAND HOME LOANS CARDS

You can apply for a **card** via internet banking or by calling us on 0800 333 238.

**Cards** are only available on selected account types.

## 28 WHAT MUST YOU DO WHEN YOU RECEIVE YOUR CARD?

When you receive your **card** you must sign it immediately, with your usual signature, in the space provided on the back of the **card**. You must not use your **card** before you have signed it.

## 29 USING YOUR CARD

If your **card**, **card** and PIN, **card** details or **electronic service** details (e.g. phone service details) are used in a transaction (for example, a purchase, cash advance, balance enquiry or balance transfer), you authorise us to carry out that transaction and reflect it in your card account without

further verification or authentication, subject to clause 39 below, and subject to any **specific terms** that provide otherwise.

### 30 WHO OWNS YOUR CARD?

Your **card** is our property. Your **card** must not be copied or reproduced in any circumstances. You must return to us or destroy your **card** if asked to do so by us. In that case we will issue you a replacement **card** on request, unless we have suspended or cancelled the **card** under clause 7 or clause 8 above.

### 31 HOW MUST YOU KEEP YOUR CARD SAFE?

You must:

- take care of your **card**. Do not leave your **card** in an unattended wallet, purse or vehicle or anywhere where a thief could remove your **card** without being noticed (particularly in nightclubs, hotels or restaurants);
- not give your **card** to anyone or let anyone else use your **card** (including the police, our staff or your family);
- always remember to take your **card** back after using it; and
- tell us if you change your address, so a new or replacement **card** is sent to the correct place.

### 32 WHAT IF YOUR CARD EXPIRES, OR IS LOST OR STOLEN, OR DAMAGED OR FAULTY?

#### *Expired cards*

We will generally send you a new **card** automatically when your current one is about to expire. You must destroy and not use any expired **card**.

#### *Lost or stolen cards*

You must tell us immediately if your **card** has been lost or stolen by calling us on 0800 333 238.

We will issue you with a replacement **card** on request.

#### *Damaged or faulty cards*

You must tell us immediately if your **card** has been damaged or is faulty. You must destroy any damaged or faulty **card**. We will issue you with a replacement **card** on request.

#### *Cancelling cards*

We will cancel your **card** if you ask us to do so.

### **33 WHAT ARE THE MAXIMUM AND MINIMUM AMOUNTS FOR TRANSACTIONS?**

Different ATMs and EFTPOS terminals have different maximum and minimum limits for transactions. We also set maximum and minimum limits for transactions.

Details of our current maximum and minimum limits for transactions are available by calling us on 0800 333 238 and from any New Zealand Home Loans branch. We can change these at any time without notice.

### **34 CAN YOU STOP OR ALTER CARD TRANSACTIONS?**

You cannot stop or alter transactions that you make with your **card**. This means that if you allow a transaction to be processed before you receive goods or services, and you then do not receive those goods or services or are unhappy with them, you may not be able to reverse the transaction. You should always consider the security and standing of the merchant before you make a transaction.

### **35 HOW DOES YOUR CARD WORK FOR FOREIGN CURRENCY TRANSACTIONS?**

When you use your **card** for foreign currency transactions, your transactions will be charged to your account in New Zealand dollars at a rate of exchange determined by MasterCard on the date it sends the transaction details to us.

### **36 WHEN WILL YOU SELECT YOUR PIN?**

When you apply for a **card**, you will be asked to select a PIN. If there is more than one cardholder, each cardholder must have his or her own PIN.

If there are joint account holders for your account, each holder must have his or her own PIN.

### **37 HOW MUST YOU KEEP YOUR PIN SAFE?**

You must:

- never disclose your PIN to anyone else (including our staff, police or family members);
- not record your PIN (including keeping your PIN on a file or on your computer or mobile device);
- not create or use a PIN that can be easily found out, or uses personal information about yourself (for example, your birthday) or includes any obvious or sequential numbers such as 4321, or related numbers such as 2222;



- create or use a PIN that is unique- your PIN should not be the same as or similar to PINs you have used in the past;
- take care to ensure no one can see you enter your PIN when using ATMs or EFTPOS terminals; and
- change your PIN immediately if anyone else does or may know it.

### 38 WHAT IS YOUR LIABILITY?

#### *Liability before you receive your card*

We will usually post a new **card** to you. You will not be liable for unauthorised transactions made with your **card** before you receive it, unless it is delivered to the wrong address because you have failed to update us with your current address.

#### *Liability in relation to a lost or stolen card or disclosed PIN*

Once you have advised us that your **card** has been lost or stolen, or your PIN or card details disclosed, you will not be responsible for any unauthorised use of your **card** after that time. This protection will not apply if you have acted fraudulently or negligently.

In any case, your maximum liability in connection with any unauthorised transaction made with your **card** is \$50 unless you have acted fraudulently or negligently, or you have breached **our terms** by:

- failing to keep your **card** safe (see clause 31);
- selecting an unsuitable PIN, or failing to keep your PIN safe (see clause 38); or
- unreasonably delaying notification to us, after you discover that your **card** has been lost or stolen, or after you have reason to suspect that your PIN may have been disclosed to someone else, or that someone may have gained unauthorised access to your account.

Where these circumstances apply, you will be liable for all unauthorised transactions on your **card**. However, your maximum liability will be limited to the actual loss at time of notification, or the maximum amount that you would have been entitled to withdraw from your **card** account between the time your **card** was lost/stolen and the time you notified us, whichever is lower.

## **INTERNET AND MOBILE BANKING**

Internet and mobile banking are only available on selected account types.

### **39 WHAT ARE OUR RESPONSIBILITIES FOR INTERNET AND MOBILE BANKING?**

We will take appropriate measures to ensure that our internet and mobile banking systems are secure and are regularly reviewed and updated for this purpose.

We will never ask you in person or in **writing** to disclose your log-in details for internet or mobile banking

If you incur a direct loss that is due to a security breach of our internet or mobile banking systems as a result of our failure to take reasonable care and it is not caused or contributed to by you, we will reimburse you for that loss

Your computer or mobile device is not part of our system and therefore we cannot control, and are not responsible for, its security. However, we may provide you guidance as how to best safeguard your online information and the steps you should take to protect yourself and your computer or mobile device from fraud, scams or unauthorised transactions.

### **40 HOW MUST YOU KEEP YOUR COMPUTER OR MOBILE DEVICE SAFE?**

You must ensure that:

- your computer or mobile device has protective software (such as virus scanning, firewall, anti-spyware and anti-spam software).
- you do not make any unauthorised changes to your computer or mobile device (such as 'jail breaking' or 'rooting' your mobile device);
- You only download our apps from an official store such as Google Play or the Apple App Store; and
- you do not set up biometric access (such as fingerprint ID) to mobile banking on your mobile device if someone else's biometric information is or will be stored in the device.

You must tell us immediately if your computer or mobile device has been lost or stolen, or if you have replaced your mobile device.

### **41 CAN YOU STOP OR ALTER INTERNET OR MOBILE BANKING TRANSACTIONS?**

You cannot stop or alter transactions that you make with internet or mobile banking. This means that if you allow a transaction to be processed before you receive goods or services, and you then do not receive those goods or services

or are unhappy with them, you will not be able to reverse the transaction. You should always consider the security and standing of the merchant before you make a transaction.

## 42 WHEN WILL YOU SELECT YOUR LOG-IN DETAILS?

When you register for internet or mobile banking, you will be asked to establish log-in details (such as - selecting a password or PIN, answering security questions and/or inputting some other form of unique personal identifier). If there is more than one **authorised user** of your account, each user must have his or her own log-in details.

On some devices, you may be able to use biometric identification, such as your fingerprint, to access mobile banking. You must not enable biometric log-in for mobile banking on your device if someone else's biometric details are or will be stored in the device. If you use a biometric form of identification to log-in for mobile banking (e.g. fingerprint), any person whose biometric details are stored on your device will have access to your account on the device. If you enable biometrics to log-in to mobile banking you are responsible for any transactions made by anyone logging-in to your account using a biometric log-in.

## 43 HOW MUST YOU KEEP YOUR LOG-IN DETAILS SAFE?

You must:

- never disclose your log-in details for internet or mobile banking to anyone else (including bank staff, police or family members);
- not record your log-in details for internet or mobile banking (including keeping your password on a file or on your computer or mobile device);
- not create or use a password that can be easily found out, or uses personal information about yourself (for example, your family, street or pet names);
- create or use a password or PIN that is unique - your password or PIN should not be the same as or similar to passwords or PINs you have used in the past that you use for your **cards** or that you use to access your mobile device or any other service;
- change your password or PIN immediately if you have any reason to think that someone else does or may know them;
- take reasonable care when accessing internet or mobile banking to ensure that your log-in details are not seen by or disclosed to anyone else;
- not open attachments or run software from untrusted or unknown sources;

- not respond to any requests for your log-in details for internet or mobile banking;
- not leave your computer or mobile device unattended while you are logged on to internet or mobile banking; and
- lock your mobile device to stop unauthorized use of mobile banking;
- not use shared computers like those in internet cafes to use internet banking; and
- not allow anyone else to have biometric access to your mobile device if you enable biometric access to your mobile banking.

You must tell us immediately if you think there is any reason to suspect there has been an unauthorised use of internet or mobile banking, on your account.

#### 44 WHAT IS YOUR LIABILITY?

You will not be liable for any loss resulting from unauthorised transactions made on your account through internet banking, unless you have acted fraudulently or negligently, or you have breached **our terms**, including but not limited to:

- failing to reasonably safeguard your computer or mobile device (see clause 40);
- having a biometric log-in enabled on your mobile device if someone else's biometric details are registered to the device (see clause 42);
- selecting an unsuitable password, or failing to keep your log-in details for internet or mobile banking safe (see clause 43); or
- not telling us as soon as reasonably possible if there is any reason to suspect that your log-in details for internet or mobile banking is or may be known by another person or there has been an unauthorised use of internet or mobile banking on your account.

If you are liable for unauthorised transactions made on your account(s) through internet banking, where you have acted negligently or breached **our terms**, then your maximum liability for those unauthorised transactions will be the lower of:

- the actual loss at the time you let us know that your internet banking may have been compromised, or that unauthorised transactions were occurring; or
- the balance that would have been available for withdrawal from your accounts (including any credit facility) between the time the unauthorised transactions began and the time you notified us.

However, if you have used or allowed your account to be used to process fraudulent or unauthorised transactions, then you may be liable for some or all of the loss suffered by other parties who have been defrauded, regardless of the balance available on your account.

## **NEW ZEALAND HOME LOANS PHONE SERVICE**

The New Zealand Home Loans phone service is only available on selected account types.

### **45 CAN YOU STOP OR ALTER THE NEW ZEALAND HOME LOANS PHONE SERVICE TRANSACTIONS?**

You cannot stop or alter transactions that you make with the New Zealand Home Loans phone service. This means that if you authorise a transaction before you receive goods or services, and you then do not receive those goods or services or are unhappy with them, you will not be able to reverse the transaction. You should always consider the security and standing of the merchant before you make a transaction.

### **46 WHEN WILL YOU SELECT YOUR PIN?**

When you register for the New Zealand Home Loans phone service, you will be asked to select a PIN. If there is more than one **authorised user** of your account, each user must have his or her own PIN.

### **47 HOW MUST YOU KEEP YOUR PIN SAFE?**

You must:

- never disclose your PIN to anyone else (including our staff, police or family members);
- not record your PIN (including keeping your PIN on a file or on your computer or mobile device);
- not create or use a PIN that can be easily found out, or uses personal information about yourself (for example, your birthday) or includes any obvious or sequential numbers such as 4321, or related numbers such as 2222;
- create or use a PIN that is unique – your PIN should not be the same as or similar to PINs used by you in the past;
- take care to ensure no one can see you enter your PIN when using the New Zealand Home Loans phone service; and
- change your PIN immediately if anyone else does or may know it.

You must tell us immediately if there is any reason to suspect there has been an unauthorised use of the New Zealand Home Loans phone service or your account.

## 48 WHAT IS YOUR LIABILITY?

You will not be liable for any loss resulting from unauthorised transactions made on your account(s) through the New Zealand Home Loans phone service unless you have acted fraudulently or negligently, or you have breached **our terms**, including by:

- selecting an unsuitable PIN, or failing to keep your PIN safe (see clause 47); or
- not telling us as soon as possible if there is any reason to suspect that your PIN is or may be known by another person or there has been an unauthorised use of the New Zealand Home Loans phone service or your account.

## HOW TO READ THESE GENERAL TERMS

### 49 WHAT DO THE WORDS IN BOLD MEAN?

**authorised user:** in relation to a particular account, product or service, a person who has been authorised by you (with our approval under clause 16) to operate that account, product or service.

**business day:** any day other than a Saturday, Sunday or a nationwide New Zealand public holiday.

**card:** a credit card or ATM/EFTPOS card issued by us which is linked to an account and includes the card information contained on the magnetic strip.

**card scheme:** payment card schemes such as Mastercard.

**electronic services:** services that we provide in an electronic form, including internet banking, the New Zealand Home Loans phone service, transacting through ATMs and EFTPOS terminals, automatic payments, bill payments, direct credits and direct debits.

**information:** includes but is not limited to “personal information” as defined in the Privacy Act 1993.

**law or legal rule:** any applicable law, regulation, code, industry rules or industry guidance, any requirement of a court, ombudsman or similar body, or any binding undertaking given to a regulator, in New Zealand or overseas.

**limited liability trustee:** in relation to a trust, a trustee that does not have any interest or right in relation to the assets of the trust (including as a beneficiary) other than as a trustee of the trust.

**organisation:** includes but is not limited to any company, trust, partnership, limited partnership, incorporated society or unincorporated society.

**our terms:** these general terms together with the **specific terms** for each account, product or service.

**payment system:** the New Zealand payments system as defined by the Reserve Bank.

**product features:** the stated features of our accounts, products and services, which may be set out in our application forms and brochures, at [www.nzhomeloans.co.nz/nzhltransact](http://www.nzhomeloans.co.nz/nzhltransact) on the specific pages for the relevant account, product or service, and/or in materials provided or made available to you around the time you take up a particular account, product or service. Our fees, transaction limits and other rates (e.g. foreign exchange rates) are not product features.

**related organisations:** all **organisations** that we control, all **organisations** that control us, and all **organisations** that we are under common control with. For this purpose, “control” can be direct, or indirect through a chain of **organisations** where each one controls the next **organisation** in the chain.

**specific terms:** additional terms and conditions that apply to particular accounts, products or services. These may include (among other things) eligibility criteria or usage rules for the relevant account, product or service, and may be set out in our application forms and brochures, at [www.nzhomeloans.co.nz/nzhltransact](http://www.nzhomeloans.co.nz/nzhltransact), in materials provided or made available to you around the time you take up a particular account, product or service, and/or in other documents that we agree with you in **writing**.

**writing:** includes email.

## 50 DOING WHAT IS REASONABLE


Where **our terms** require us to act reasonably, or make a reasonable decision, or hold a reasonable opinion, this means that our action, decision or opinion must be within the range of possible actions, decisions or opinions that might be expected in the circumstances from a reasonable and prudent financial institution in New Zealand, but it is for us to choose what we consider to be the most appropriate option within that range.

## 51 REFERENCES TO YOU

In **our terms**, references to “you” means the individual(s) or **organisation** named as the holder(s) of the relevant account, or as the customer(s) for the relevant product or service. “Your” has a corresponding meaning. You may also be responsible under **our terms** for actions or instructions of **authorised users**, as outlined in clause 16.

## 52 REFERENCES TO US

In **our terms**, references to “we”, “us” or “our” (i.e. New Zealand Home Lending Limited) are also references to our successors, assignees and authorised agents. We may also use third parties or our **related organisations** to deliver aspects of our accounts, services or products.



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