



Te Uniano Whakanama Pirihimana

## Debit Mastercard® (card) Cardholder Terms and Conditions of Use

### Under our Conditions of Use you are required to:

1. Sign your card as soon as you receive it.
2. Agree that your card is the property of the Police and Families Credit Union (trading as the Police Credit Union).
3. Keep your Personal Identification Number (PIN) secure.

If you have any enquiries about your Debit Mastercard, you can call us between 8.30am and 5.00pm Monday to Friday on 0800 429 000 or write to us at the Police Credit Union PO Box 12 344, Wellington 6144, or visit us at Level 11, 57 Willis Street, Wellington or email us at [info@policecu.org.nz](mailto:info@policecu.org.nz).

Please let us know straight away if you change your address or mobile phone number.

### Receiving and signing your card

When you receive your card, you must immediately sign it. You must not use your physical card until you have signed it. You may use your electronic card with the dynamic CVV facility immediately via the Police Credit Union mobile and internet banking.

### Ownership of your card

Your card and card number are the property of the Police and Families Credit

Union. You must not copy or reproduce the card. If the Police Credit Union tells you to return or destroy your card, then you must do so.

### Selecting and loading your PIN

It is necessary for you to load a PIN in Mobile Banking before you can use your Debit Mastercard. 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, 2222 etc.). You must also not use numbers from personal data such as your driver's licence or locker number or other numbers easily connected with you. We recommend using different PIN numbers for different cards.

### Protecting your card and PIN

For your security, your PIN must not be written down, especially not on the card, or recorded in your computer or mobility device(s) or kept in any form with the card, or disclosed to any other person, including the Police, friends or family members, 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 and to prevent disclosure of your PIN. You must not allow others to use your card, card number or PIN. Always get your card back after using it. Do not leave your card in an unattended wallet, purse or vehicle or anywhere a thief could remove the card without being noticed. If your card is lost or stolen together with your PIN, it can be used for unauthorised transactions, which may result in a loss to you.

### Lost or stolen card / PINs

You must notify us 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 New Zealand, you must immediately notify us by calling +64 4 472 9645.

We may pass on all relevant information to the Police. There may be a charge to your account if a replacement card is required.

### 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 liable for all losses if:

- You have not acted in accordance with these Conditions of Use,
- 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 the Police Credit Union 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,
- You have acted fraudulently or negligently, or
- You have breached these Conditions of Use.

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

1. The actual loss at the time of notification, or
2. 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, or
3. The total credit available from your account.

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.

### Police Credit Union's liability

Police Credit Union 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 (Electronic Funds Transfer) 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 by way of malfunction or unavailable) 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 or agents.

### 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 recurring payments authorised by you or another cardholder on your account,
- EFT transactions carried out on your account using your card(s) or the card of another cardholder on your account,
- 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 initiates a transaction by mail order, telephone order, internet, mobile phone 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 recurring 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 to meet 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.

### Card transaction requirements

Use of your card constitutes an irrevocable order to the Police Credit Union, and you may not stop payment of a transaction made using your card. There are limited circumstances under which we can reverse a transaction which will be subject to the relevant Mastercard® scheme rules, 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 (EFT) or ATM, the transaction will be processed as soon as we are notified by the bank that owns the electronic funds device you used.

When systems are fully operational, the daily transaction limits for EFT transactions made with your card, subject to your available credit limit and available funds in your nominated account(s), are a maximum of:

Up to \$10,000 daily from any account or combination of accounts that can be accessed by your card. This can be made up of a combination of

- Online EFT transactions, and/or
- Merchant transactions and/or
- ATM cash withdrawals - up to a daily maximum of \$2,000 from any account or combination of accounts that can be accessed by 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®. Limits are set lower for some transaction types and may be changed at any time by us.

In respect of off-line funds transfers, any voucher signed or authorised by you

shall be an 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 or email 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 recurring 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 on our website at [www.policecu.org.nz](http://www.policecu.org.nz) or by calling us on 0800 429 000.

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 to meet the transaction amount.

If you wish to dispute any transaction on your statement, you may do so. See the section on 'Transaction disputes and Incorrect or Unauthorised transactions' later in these Cardholder Terms and Conditions of Use. In addition to these Conditions of Use, the use of your card is also subject to the conditions which apply to your account.

#### **Card acceptance and limitations**

In New Zealand, your Debit Mastercard 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. You must resolve any complaints you have with the merchant.

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 Worldwide on the day of the transaction (and not necessarily the date that you enter into your transaction)

In addition to the overseas ATM and EFTPOS fees, you may be charged Police Credit Union fees and/or a foreign currency conversion fee on any such foreign currency transaction. Details of fees are available from our website at [www.policecu.org.nz](http://www.policecu.org.nz).

#### **Contactless Transactions/Paypass/Tap and Go (or similar)**

You may use your Debit Mastercard to make contactless transactions in New Zealand and overseas with any bank or merchant displaying the Mastercard symbol and the Mastercard Contactless symbol.

You will be required to enter your PIN or authorise the use of your Debit Mastercard for contactless transactions in New Zealand over \$200.00. Different limits may apply overseas (which we have no control over).

For security purposes, you may also be required to enter your PIN or authorise the use of your Debit Mastercard from time to time to make a contactless transaction in New Zealand or overseas.

Some merchants may apply a surcharge to purchases made by tapping your card on the contactless terminal. This should be drawn to your attention before you proceed with the transaction. This surcharge amount will be added to your purchase amount and debited from your account and shown on your statement. You are liable for any surcharges applied to your purchase when you have used contactless rather than inserting your card into an EFT terminal.

#### **Damaged or faulty cards**

In the event that your card becomes damaged or faulty, we will issue you with a new card on request. You are responsible for securely destroying the damaged card. There may be a charge to your account for this replacement card. Such a replacement card will be subject to these terms and conditions as if it were the original card.

#### **Charges**

Charges that may be incurred and charged to your account are subject to change.

Charges include:

- Replacement card charges
- Courier/freight charges for replacement cards
- Voucher search charges
- Transaction charges
- Government duties or taxes
- Using another banks ATM charges
- Foreign Currency Fees

Details of these charges are available in our Interest Rates and Fees section of our website at [www.policecu.org.nz](http://www.policecu.org.nz) or by calling 0800 429 000.

#### **Authorisations and debit holds**

Purchases made using the Debit Mastercard may result in Police Credit Union holding the equivalent amount of funds in your account until the payment is processed by the merchant. Merchants may also check the card authenticity by requesting a hold for a nominal amount. This often occurs with hotels, airlines and online shopping merchants and will remain in place until the merchant releases the hold and may temporarily reduce the amount of available funds in your account. If authorisation was given for the purchase or payment, the balance on your account may be greater than the available funds in your account.

#### **Terms and 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 who are parties to any EFT system.

#### **Card cancellation**

Police Credit Union may cancel your card at any time or refuse to replace the card after the expiry of the 'valid thru' date without prior notice. If you are notified that your card has been cancelled, you are required to cut your card in half and securely dispose of it.

You may cancel your card by notifying us. You remain responsible for any transactions, fees, interest, collection charges and penalties incurred up to and including the date of cancellation until all monies outstanding have been paid in full.

#### **Transaction disputes and Incorrect or Unauthorised Transactions**

You are responsible for checking your statements and transaction records. Either by statement or regularly online, to ensure their accuracy and advising us of any mistakes, even if you are not at the address or email address to which you have requested us to send statements. 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, you must notify us **within 90 calendar days** of the date of the transaction, giving the following information:

- Your name 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,
- 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 days. Failure to report the incorrect, invalid or unauthorised transaction **within 90 days** will mean we cannot recover 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 the service charge. If you have followed the Police Credit Union's internal complaints procedures and you are still not satisfied with the outcome of the investigation, you may refer the matter to our independent dispute resolution provider, Financial Services Complaints Limited (FSCL) by mail to PO Box 5967, Lambton Quay, Wellington 6145 or by email to [info@fscl.org.nz](mailto:info@fscl.org.nz) or by phone to 0800 347 257.

In respect of disputes between merchants and cardholders, refer to the Card transaction requirements section.

#### **Variation of Terms and Conditions of Use**

We reserve the right to vary these Terms and Conditions of Use. Notice of any changes to these conditions will take effect not less than fourteen (14) days after the date of notice and will be given either by:

- Posting to your last known address, or
- Statements in the media (including public notices via our newsletters), or
- Posted on our website at [www.policecu.org.nz](http://www.policecu.org.nz).