



Effective July 2011

Issuer/Distributors

The Loaded range of cards is issued by Kiwibank Limited and distributed by various organisations, including New Zealand Post Limited.

1. What are these terms?

When you use your **card**, **these terms** will apply.

There may also be specific terms and conditions that apply to your **card**. If there is any conflict between any part of **these terms** and the specific terms and conditions, then the specific terms and conditions will apply. You and we may agree in writing to other terms and conditions, and the law may imply terms and conditions.

Throughout **these terms** you will see words that are in bold. These are words with specific meanings. You can find the meanings of these words in clause 30. In addition:

- “you” means the person holding an **available balance** with us. “Your” has a corresponding meaning. Unless the context requires otherwise, “you” and “your” includes any additional cardholder; and
- “we” means Kiwibank Limited and our successors, assignees and authorised agents. “Our” and “us” have corresponding meanings.

2. When will these terms apply?

You agree to be bound by **these terms** (and any specific terms and conditions) as soon as you have either signed or used your **card**.

3. When can these terms change?

We may change any of **these terms** (and any specific terms and conditions), including fees, by giving you **notice** at least 14 days before we make a change (or, in the case of a change to a maximum or minimum transaction amount, by giving you **notice** before we make a change).

4. 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 your **card**. You must not use your **card** before you have signed it.

5. Who owns your card?

Your **card** is our property. Your **card** must not be copied or reproduced in any circumstances. You must return your **card** to us or destroy your **card** if asked to do so by us.

6. How do you use your card?

You can use your **card** as set out in **these terms** (and any specific terms and conditions), in any of our current brochures detailing the features of your **card** and on the **card website**.

7. What can you not do with your card?

You cannot:

- use your **card** in “zip-zap” machines (manual imprinters);
- use your **card** for some taxis, for gambling and for some services where an online merchant requires that your identity be authenticated against the details stored on your **card**;
- use your **card** if your purchase (plus any **hold amount**) is more than your **available balance**;
- use your **card** if your **available balance** is less than any fees or costs that are payable; or
- stop the payment of any purchase you make with your **card**.

8. How can you authorise an additional card?

If you would like someone else to have access to your **available balance**, we can (at our discretion) issue an additional **card** to that person. You can apply for an additional **card** at any PostShop or by contacting the organisation that distributed your **card**. You will be responsible for the additional cardholder's use of that **card** and for ensuring that the additional cardholder complies with **these terms** (and any specific terms and conditions).

You will be liable for any breach of **these terms** (and any specific terms and conditions) by any additional cardholder or any loss that you or we suffer in connection with any additional **card**.

Additional **cards** are not available for all cards in the Loaded card range.

9. How will we verify your identity?

We may require that you (or an additional cardholder) verify your identity. This may involve asking you a series of questions or requesting that you show us suitable identification.

10. What is your PIN, password or phone access code?

When you are issued with your **card**, you will be asked to select a **PIN**, **password** and/or **phone access code**. Additional cardholders will have their own **PIN**, **password** and/or **phone access code**.

11. Can we act on instructions given using your PIN, password or phone access code?

Each time any transaction is initiated or instruction is given with an authorised **PIN**, **password** or **phone access code**, we will act on the transaction initiated or instruction given to us, whether or not you authorised the transaction or instruction. We need not, and will not, make any further enquiries to verify a transaction or instruction and will assume that you gave it to us.

12. How can you keep your PIN, password, phone access code and card safe?

You must:

- memorise your **PIN**, **password** or **phone access code**, and not keep any record of them;
- take extra care when keying in your **PIN**, **password** or **phone access code** to make sure that no-one else can see it;
- sign your **card** as soon as you receive it;
- always remember to take your **card** back after using it;
- only log in to the **card website** by using a bookmark or typing the **card website** address into your browser. Never log in to the **card website** via a link from an email (including if the email looks like it is from us) or via a link from a website other than the **card website**;
- change your **PIN**, **password** or **phone access code** as soon as you discover that another person knows (or might know) your **PIN**, **password** or **phone access code**;
- provide us with all available information relating to the loss or theft of your **card**, the unauthorised use of your **card** or the details on your **card** (such as **card** number and expiry date); and
- provide us with all necessary assistance to recover any unauthorised amount withdrawn or paid from your **available balance**.

You must not:

- choose a **PIN**, **password** or **phone access code** that would be easy to guess or discover;
- tell anyone else your **PIN**, **password** or **phone access code** or give your **card** to anyone or let anyone else use your **card** (including family members, the police or our staff);
- tell anyone else your **PIN**, **password** or **phone access code** in response to an email request (including if the email looks like it is from us);
- leave your **card** in an unattended wallet, purse or vehicle or anywhere another person could remove your **card** without being noticed;
- log in to the **card website** from a shared computer for example, a computer in a library, shop or internet cafe; and
- leave your computer unattended while logged in to the **card website**.

13. What if your card expires, or is lost or stolen, or damaged or faulty?

Expired cards

Your **card** will expire on the expiry date printed on the front of your **card**. You must destroy and not use any expired **card**. We will issue you a new **card** on request.

If there is an unused **available balance** on your **card** at the time your **card** expires, that unused **available balance** will remain your property and you can obtain a refund from us by calling the **customer service number**.

Lost or stolen cards

You must notify us immediately if your **card** has been lost or stolen by calling the **customer service number**. This also applies if the details on your **card** have or might have been disclosed to an unauthorised party. We will issue you a new **card** on request.

If the **customer service number** is temporarily unavailable, we will be responsible for any unauthorised transactions made after you attempt to notify us, provided we are notified within a reasonable time after the service is restored.

Damaged or faulty cards

You must notify us immediately if your **card** has been damaged or is faulty by calling the **customer service number**. You must destroy any damaged or faulty **card**. We will issue you a new **card** on request.

14. What if you breach these terms?

If, in our opinion, you breach **these terms** (or any specific terms and conditions), we may:

- require that you fix the breach;
- suspend, cancel or restrict your use of your **card**; or
- exercise any of our rights under any contract between you and us or at law.

You must notify us immediately of a breach of **these terms** (or any specific terms and conditions) or any change affecting your relationship with us.

15. What fees and costs do you have to pay?

We will charge fees for any services we provide. We will deduct those fees from your **available balance**. A list of our current fees is available on the **card website**.

If we incur any **costs** in relation to your **card** or for any services that we provide, then you must pay us the amount of those **costs**. We will deduct any **costs** that we incur from your **available balance**.

16. Is interest payable on your available balance?

There is no interest payable to you on your **available balance**.

17. What happens if you exceed the available balance on your card?

If:

- after a **hold amount** is released, the merchant processes the transaction and the **available balance** is not sufficient to cover the transaction; or
- your **available balance** is not sufficient to cover any fees or **costs**,

you agree to repay the amount exceeding the **available balance** immediately.

18. When can we cancel or suspend your card?

We may cancel or suspend your **card** without **notice** if we think there is a good reason to do so. This might include if:

- you have breached **these terms** (and any specific terms and conditions);
- we are obliged to do so to protect you, us or any other person who has reasonably claimed an interest in the **available balance**;
- your **card** is not being used in a satisfactory manner; and
- the **available balance** is nil and your **card** has not been used for six months.

We may also cancel your **card** by giving you **notice** at least 14 days prior to cancellation.

If there is an unused **available balance** on your **card** at the time we cancel your **card**, any unused **available balance** will remain your property and you can obtain a refund from us by calling the **customer service number**.

19. What are the maximum and minimum transaction amounts?

Different **ATMs** and **EFTPOS** terminals have specific maximum and minimum amounts for withdrawals and purchases. We also set total maximum limits for your transactions in New Zealand and overseas in any day or 24-hour period.

Details of our current total maximum limits (if any) are available on the **card website**.

20. What other restrictions may apply?

Banks, financial institutions and merchants may determine the types of transactions permitted and the transaction limits, and may charge you fees for using their **ATMs**, **EFTPOS** terminals or other payment services.

Some merchants may impose **hold amounts**.

21. How does your card work for foreign currency transactions?

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

22. How can you check your available balance and transactions?

To check your **available balance** and the withdrawals and purchases made with, and the fees and **costs** incurred on, your **card**, you can:

- visit the **card website** and follow the instructions;
- phone the **customer service number** and choose to speak to a Customer Service Representative; or
- phone the **customer service number** and choose to use the automated phone service.

To check your **available balance** only, you can text us the code provided and we will text you back.

23. What happens if you want to dispute a transaction?

Instructions for disputing a transaction are set out on the **card website**.

You are responsible for checking your **available balance** and transactions for any error. You must tell us within 30 days from the day on which an error occurred. Failure to report an error within this timeframe will mean that we cannot reverse the withdrawal or purchase and that you will have to pay for it.

If you give someone the details on your **card** or 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.

24. How will your personal information be held and used?

Privacy

We will comply with all privacy laws and rules of banker's confidentiality that apply to us. You agree that we may collect personal information from you or any other person who can provide us with information that is of relevance to us. We may make enquiries about any personal information that you provide to us in order to check the accuracy of the information.

Collecting information

Your personal information is being collected, held and used for the purposes of:

- setting up, operating or maintaining your **card**, providing services to you, and assisting our relationship with you;
- assisting us in developing and running our business; and
- providing you with information about the Loaded range of cards and information about accounts and services that we think might be of interest to you (including from our selected business partners). If you ask us not to provide you with this information, we will comply with your request.

Agents

We may appoint agents, and disclose personal information about you to them, for the purpose of providing services to you. These agents will also operate in accordance with **these terms** (and any specific terms and conditions). These agents will include the members of the New Zealand Post Group and their franchisees.

Accuracy of information

We will do everything reasonable to ensure that your personal information is accurate and protected while we have it. You are responsible for telling us of any changes in your personal information, for example changes of name, address or phone number. You may ask us to show you the personal information we hold about you and, if necessary, make corrections to it.

Releasing information

If we are asked to provide personal information about you to another person, we will only do so in accordance with **these terms** (and any specific terms and conditions), with your prior consent or as required by law.

You consent to us giving your personal information to:

- the organisation that distributed your **card**;
- any member of the New Zealand Post Group and their franchisees;
- reputable market research organisations for the purpose of conducting market research for us;
- our assignees or potential assignees;
- any agent or person we engage to assist us in collecting any money from you; and
- anyone who we need to contact in order to assist us in developing and running our business.

We may be required to release your personal information to persons such as law enforcement authorities, the courts or government agencies. We will release your personal information in this situation if we reasonably believe that the person requesting it has the authority to have it, or that we are required by law to release it.

Recording phone conversations and use of the card website

For security, training and evidentiary reasons, we may record:

- phone conversations you have with us on any matter, either through the **customer service number** or directly with us; and
- your use of the **card website**.

25. What is our liability?

We are liable for all **costs** incurred by us caused by:

- our fraudulent or negligent conduct (or that of others involved in the provision of services to you);
- faults that occur in the machines or systems used for the provision of services to you, unless the faults are obvious or advised by a message or notice on display;
- unauthorised transactions made before you receive your **card** or select your **PIN**;
- unauthorised transactions made after you report to us the loss or theft of your **card**, or the unauthorised use of your **card** or the details on your **card**, unless you have acted fraudulently or negligently; or
- other unauthorised transactions where it is clear that you could not have contributed to those **costs**.

26. What is your liability?

You are liable for all **costs** incurred by you or us if you have breached **these terms** (and any specific terms and conditions) or have acted fraudulently or negligently, either alone or together with any other person.

27. Can you on-sell your card?

You cannot on-sell your **card** or assign any of your rights and obligations under **these terms** (and any specific terms and conditions). We may assign any of our rights and obligations under **these terms** (and any specific terms and conditions) to any other person or business, subject to such party assuming our obligations under **these terms** (and any specific terms and conditions).

28. How you can get a refund?

You can obtain a refund of any unused **available balance** on your **card** by calling the **customer service number**.

Any refund will be made by us not later than one business day after your request. Any fees or **costs** owed by you to us will be deducted from your **available balance** before the refund is made.

29. What else do you need to know?

If at any time part of **these terms** (or any specific terms and conditions) is found to be illegal, invalid or otherwise unenforceable, then this will not affect the legality, validity or enforceability of the rest of **these terms** (or any specific terms and conditions).

You have rights that are given to you by law. If part of **these terms** (or part of any specific terms and conditions) conflicts with any right given to you by law, then **these terms** (or the specific terms and conditions) will apply to the extent that they amend or negate the rights at law, but only to the extent permitted by law. Otherwise, **these terms** (or the specific terms and conditions) will be read subject to law.

30. What do the words in bold mean?

ATM:

automatic teller machine accepting **cards**.

available balance:

the available balance of funds on your **card**.

card:

a prepaid, reloadable debit card issued by us to you and including the information contained on the magnetic strip.

card website:

www.loadedeveryday.co.nz – if your **card** is a Loaded Everyday card

www.loadedforchristmas.co.nz – if your **card** is a Loaded for Christmas card

www.loadedfortravel.co.nz – if your **card** is a Loaded for Travel card

costs:

all costs, losses (including indirect, economic and consequential losses), fees, expenses, government charges or levies, claims, actions, suits, judgments, damages, interest, penalties, obligations or liabilities incurred in connection with the protection, enforcement or clarification of our rights in respect of your **card** or any services we provide under **these terms**, including legal costs on a solicitor client basis and any receiver's costs and expenses.

customer service number:

the 24-hour, 7-days a week toll-free phone number: 0800 562 333.

EFTPOS:

electronic funds transfer at point of sale.

hold amount:

an amount a merchant may hold to cover expenses incurred by you. If no such expenses are incurred, the **hold amount** will be released at the end of the hold period.

notice:

letting you know about something by public notice, press release, notice on the **card website**, mail to your last known address, or otherwise as we see fit.

password:

the personal letter and number combination you are required to input before accessing the secure section of the **card website**.

phone access code:

the personal number combination you are required to input before accessing the automated phone service available at the **customer service number**.

PIN:

the personal identification number combination you are required to input before using your **card**.

these terms:

the terms and conditions contained in this document (as changed, updated or replaced).

Visa:

Visa International, the licensor of the right to use the Visa brand and, in relation to a **card**, the registered designs and trademarks used on or in connection with it.

Kiwibank's Disclosure Statement is available from any Kiwibank branch or at www.kiwibank.co.nz

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VISA

New Zealand Post

