



Rabobank

Debit Mastercard®

Conditions of Use

These are the conditions of use that apply to your Rabobank Debit Mastercard® and form part of the terms and conditions relating to the Account on which your card is issued. These documents should be read together and to the extent there is any inconsistency between the documents, these conditions of use will prevail.

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1. Signing your card

You must sign your Rabobank Debit Mastercard® immediately on receiving it, and must not use it until you have signed it. Your card must not be sent overseas.

2. Ownership of your card

Your card and the card number are our property. You must not copy or reproduce the card and must return it to us if we ask you to do so.

3. Card acceptance and limitations

- 3.1 In New Zealand, your card will be accepted in any electronic funds device and by any merchant displaying the Mastercard® symbol. Overseas, the card will ordinarily be accepted by any bank, merchant or electronic funds device displaying the Mastercard® symbol. However, subject to these conditions of use, we are not liable or responsible for any non-acceptance or conditional acceptance of your card. Nor are we responsible for the goods or services supplied by any merchant. Any complaints you have with a merchant must be resolved between you and the merchant.
- 3.2 The use of your card for foreign currency transactions may be subject to exchange controls, other government requirements and additional fees.
- 3.3 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®.
- 3.4 Transactions made in United States and Australian dollars are converted directly into New Zealand dollars. Mastercard® converts transactions made in any other foreign currency into United States dollars before converting them into New Zealand dollars.
- 3.5 We charge a foreign currency fee on any foreign currency transaction. Details of this fee are available in our current applicable fees schedule, which forms part of these conditions of use.

4. Your card's PIN

- 4.1 Your card's PIN enables you to use your card at electronic funds devices such as ATMs and EFTPOS terminals.
- 4.2 Your card is allocated to you with a pre-set PIN. If you want

to change the pre-set PIN to a PIN of your choice, you must take your card to one of our branches with 2 other forms of identification, one with your signature.

- 4.3 You must choose a PIN you can remember and no one else can easily guess. Unsuitable PINs that must not be used include:
- birth dates, months or years;
 - sequential numbers (e.g. 34567)
 - number combinations that may be easily guessed (e.g. 11111)
 - parts of your telephone number
 - parts of numbers in the order in which they are printed on any of your cards
 - other easily accessible personal data (e.g. driver's licence, locker number or other numbers easily connected with you) family, pet or street names.
- 4.4 You should consider using a different PIN for different cards, internet services and equipment.

5. Protecting your card and PIN

- 5.1 For your own security, you must:
- memorise your PIN
 - not record it anywhere
 - not disclose it to anyone (including your family and the Police, bank staff or anyone else in a position of apparent authority)
 - ensure no one can see your PIN when you enter it at ATMs or when using EFTPOS
 - report the disclosure or possible disclosure of your PIN as soon as you are aware or suspect your PIN has been disclosed.
- 5.2 You must keep your card secure and not lose possession of it. For instance you must:
- not leave your card in an unattended wallet, purse or vehicle or anywhere where a thief could remove it without being noticed (particularly in nightclubs, hotels or restaurants)
 - sign your card as soon as you receive it
 - not give your card to anyone or let anyone else use your card (including the Police, bank staff or your family)
 - always remember to take your card back after using it
 - tell us if you change your address, so any replacement card is sent to the correct place
 - report any loss or theft of your card as soon as you are aware of it.

- 5.3 Furthermore, because you risk being defrauded if you disclose your card number and its expiry date, you must satisfy yourself that any person or organisation to which you disclose those details is trustworthy.
- 5.4 If you do not take these precautions, you will be liable for any unauthorised use of the card – see Liability. If your card is damaged, lost or stolen, you will be issued with another card which will have a new PIN that you can change if you wish – see Your card's PIN.

6. Loss or theft

You must notify us promptly if your card is lost, stolen or used without authority, or if you believe someone else knows your PIN, or you believe there has been an unauthorised use of your One-time Passcode. The number for reporting lost or stolen cards is 0800 500 933 and you may call 24 hours a day, seven days a week. If you are overseas, please call +64 4 819 2783.

7. Liability

- 7.1 You are not liable for losses before you receive your card or, if applicable, your PIN, provided you have notified us of your current address. In any dispute about the receipt of any card or PIN that is not issued to you in person, we will not rely on proof of dispatch to your correct address as proof that the card or PIN was received.
- 7.2 You are not liable for loss caused by:
- negligence or fraud by us or anyone else involved in the provision of electronic banking services
 - faults in machines/cards/systems used unless they are obvious or advised by message or notice on display
 - unauthorised transactions prior to receipt of your card and PIN
 - any other unauthorised transactions where it is clear you could not have contributed to the loss.
- 7.3 Once you have notified the loss or theft of your card, or the actual or possible disclosure of your PIN or One-time Passcode either in New Zealand or overseas, you are not responsible for any unauthorised use of your card after that time, except that you may be held responsible if you have:
- acted fraudulently or negligently
 - contributed to the unauthorised use of your card by, for example (without limitation) breaching these conditions of use by:

- selecting an unsuitable PIN
- failing to reasonably safeguard your card
- keeping a written record of your PIN
- parting with your card and/or disclosing your PIN or One-time Passcode to any other person
- failing to take all reasonable steps to prevent disclosure to any person when keying-in your PIN;
- unreasonably delaying notification to us of the loss or theft of your card, or of the actual or possible disclosure to any other person of your PIN.

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

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

8. Liability for transactions

8.1 You are responsible and liable for all transactions made with your card (including a PIN transaction) or card number, and must pay us the amount of all such transactions including the amount of each:

- cash advance and sales voucher signed or authorised by you or another cardholder on your account
- mail, telephone, internet or email transaction and cycle payment authorised by you or another cardholder on your account
- Electronic transactions carried out on your account using your card on your account
- other transactions authorised by you or another cardholder on your account and approved by us.

8.2 You run risks if you or another cardholder on your account does a card transaction by mail order, telephone order, internet or email. You are authorising the relevant merchant to initiate a payment from your account. You should therefore not do such a transaction unless you are absolutely satisfied that the merchant is secure, reputable and reliable. If you initiate cycle payment transactions, then you are liable for the transaction amounts even if you close your account.

8.3 If your agreement with a merchant authorises the debiting of your account with additional amounts, such amounts will be charged to your account without your signature or further authority.

- 8.4 We will not be liable to you for any consequential, incidental, special or indirect losses or other damages, such as any damage to your computer or telephone service resulting from your use of Mastercard® Identity Check.

9. Incorrect or unauthorised transactions

- 9.1 If you think a transaction shown on your statement is incorrect, you can dispute it, provided you notify us in writing within 30 days of the statement period closing date.
- 9.2 In some situations, if you do not receive the goods or services you have ordered with your card or by use of your card number, or you have not authorised a transaction, you may be able to get a credit for the transaction.

10. Card transaction requirements

- 10.1 Each transaction on your card is an irrevocable authority for us to debit the amount of the transaction to your account. You cannot stop a payment made using your card.
- 10.2 In limited cases we can, under the Mastercard® rules, reverse a transaction. Those cases do not include where you have a dispute with a merchant about the quality of goods or services. Any such dispute must be resolved, if at all, between you and the merchant.
- 10.3 Electronic transactions are debited to your account on the day the transaction is made, or as soon as possible afterwards. In circumstances beyond our control the date of debiting may vary.
- 10.4 Electronics transactions will be processed as soon as we are notified by the bank that owns the device used.
- 10.5 When systems are fully operational, the daily transaction limits for electronic transactions made with your card are the lesser of \$5000 (or such other amount as you may apply for and we may approve) and the available balance of all accounts accessible on that particular card. Any account balance check performed electronically will only display the balance remaining on that \$5000 (or other approved) amount and not on the account(s) themselves.
- 10.6 You must pay any amounts debited to your account in excess of those limits. There may also be daily limits on the number of electronic transactions you can do.
- 10.7 For off-line EFTPOS transactions, any voucher signed or authorised by you is authority for us to process the transaction as soon as we receive the voucher.
- 10.8 For mail order, telephone or internet transactions, you are

authorising the merchant to process an EFT transaction or issue a sales voucher for the transaction amount, which will be debited to your account. If you initiate cycle payment transactions, you must make those payments even if you have closed your account.

- 10.9 Our acceptance of a transaction is not a representation that you have sufficient funds in your account to cover the transaction. Where a transaction overdraws your account, additional interest will apply under the terms of your loan contract with us or otherwise as determined by us.
- 10.10 If an off-line electronic transaction is processed to an account that has been closed or has insufficient available funds, we are not deemed to have consented to the transfer and you are liable for the transaction amount.
- 10.11 You agree to provide us with your current mobile phone number and/or email address to ensure that we send the One-time Passcode to your correct mobile phone number and/or email address. You acknowledge that if we cannot send you the One-time Passcode, your purchase cannot proceed.

11. Contactless Transactions

- 11.1 If you have a Mastercard® PayPass-enabled card, you can use the card to do an EFTPOS transaction (other than a cash withdrawal) simply by holding the card near a Mastercard® PayPass point of sale terminal. Unless the transaction is over the transaction limit (see below), you will not have to enter your PIN or sign.
- 11.2 A transactional limit applies to Mastercard® PayPass transactions. If your card is Mastercard® PayPass-enabled, we will advise you of the transactional limit. Different limits may apply overseas. If you try to use a Mastercard® PayPass-enabled card to make a Mastercard® PayPass transaction for an amount over the transaction limit, you will be required to enter your PIN or sign.

12. Damaged or faulty cards

- 12.1 You must ensure that your card is not damaged, including the magnetic strip. You must also safeguard the information on the magnetic strip from copying.
- 12.2 If your card is damaged or faulty, we will issue you with a new card when you return the damaged/faulty card to us with a description of how the damage/fault occurred.

12.3 We may charge you for the replacement card.

13. Charges

There may be charges in relation to your card and the charges may change. Details of the charges are set out in our current applicable fee schedule which is deemed to form part of these conditions of use. A copy of the current applicable fee schedule can be found on our website rabobank.co.nz.

14. Authorisations and debit holds

- 14.1 We may put a hold on your account for the amount of a card purchase, until the purchase is processed and for a maximum of 7 business days.
- 14.2 Also, some merchants may check card authenticity by requesting a hold for a nominal amount. Any such hold will be for 7 business days.

15. Terms and conditions set by third parties

In addition to these conditions of use, using your card at an EFTPOS terminal is subject to the conditions of other financial institutions who participate in the EFTPOS system.

16. Card cancellation

- 16.1 We may cancel your card at any time and without prior notice. If you are notified of the cancellation, you must cut the card in half and return it to the branch.
- 16.2 You may also cancel your card by notifying us in writing, cutting the card in half and returning it to us.

17. Transaction processing

- 17.1 You must check the accuracy of your statements and advise us of any mistakes, even if you are not at the address to which statements are sent.
- 17.2 If you do not notify us of a disputed transaction within the period specified below, then the charge in relation to the transaction will remain.
- 17.3 To dispute a transaction on your statement, you must notify us within 30 days after the statement period closing

date, failing which we cannot reverse the transaction and you will have to pay for it. In notifying us you must give us 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 sale voucher
- Details of any EFTPOS terminal to which your dispute relates
- Details of any website through which the disputed transaction was initiated
- Date and approximate time of the disputed transaction
- Details of any complaint lodged with the Police.

17.4 We will investigate your complaint. If an error did occur, it will be corrected, and we will notify you of any adjustments made to your account as a result. If we conclude that the transaction should remain, we will let you know the reasons for our conclusion. If you are not satisfied with the outcome of the investigation, you can refer the matter to the Banking Ombudsman.

18. Variation of these conditions of use

We may vary these conditions of use. Variations will take effect not less than 14 days after we give notice of the variations by:

- post to your last known address
- display in branches
- notice in the media (including public notices)
- notice on our website; or
- any electronic banking channel used by you.

19. Expiry

A new card will be sent automatically prior to the expiry date printed on your card. You must ensure we always know your current address so that each new card can be sent to the correct address.

20. Who may have a card

You and authorised persons on your account may each hold a card individually in your/their own name(s). By requesting a card to be issued on your account, you are confirming that each such

person is authorised to transact on your account. You as the account owner are liable for all transactions effected on cards issued on your account and for ensuring that all cardholders read and comply with these conditions of use.

21. Definitions

ATM – an automatic teller machine.

EFTPOS – the electronic funds transfer process by which funds are withdrawn electronically from your account, as authorised by you using your card at an electronic funds device, including a transfer authorised using your PIN, authorised with a signature or using a Mastercard® PayPass-enabled card.

Electronic device – any ATM displaying the Mastercard® symbol, branch terminal or point of sale terminal.

Mastercard® Identity Check - an extra layer of security which helps confirm your identity through a One-time Passcode for some online purchases. This may be modified or discontinued, temporarily or permanently from time to time, with or without notice.

Mastercard® PayPass – a method of payment using a card and terminal enabled for contactless payment.

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

One-time Passcode - the Mastercard® Identity Check 6-digit passcode sent to your mobile phone or email address.

PIN – personal identification number, keyed in when using your card at an electronic funds device.

You/your – the account holder or cardholder or both, depending on the context.

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