



## **ANZ VISA DEBIT CARD TERMS AND CONDITIONS**

### **DEFINITION**

**“Account”** means your designated account with ANZ through which Card Transactions are settled.

**“Account Holder”** means the person or persons in whose name the Account has been opened and who is responsible for the Account under the Account signature mandate.

**“Account Statement”** means a statement from us of the amounts charged or debited and/or paid to the Account and such statement may be in paper or electronic form.

**“ATM”** means an automated teller machine installed by or belonging to us or any member bank of the Cirrus/ MasterCard/ Visa/ PLUS networks.

**“Card Holder”** means the Customer to whom ANZ issued a Visa Debit Card.

**“Card-Not-Present Transaction”** means a transaction effected in a merchant environment where the Card Holder and the Visa Debit Card are not physically present at the time of usage. Typical Card-Not-Present Transactions include but are not limited to internet-based transactions, mail, telephone or facsimile orders or reservations or recurring payments.

**“Card Programme”** means:

(a) the Visa Debit Card that you have applied for and which we issue you pursuant to this Agreement;

(b) our reward, loyalty, privileges or co-branding programmes and related services and products (collectively the “Bank Benefits”), if any, that we may at our discretion provide you in accompaniment with the Visa Debit Card; and

(c) discounts, privileges, promotions, offers, services and/or products (collectively the “Merchant Benefits”), if any, that we may extend to you in accompaniment with the Visa Debit Card or arising from your being a holder of the Visa Debit Card, and where such Merchant Benefits, if any, are offered by our co-branding partners and merchants/third parties (as updated from time to time), provided always that you acknowledge and agree that any of the Bank Benefits and/or the Merchant Benefits, may be amended, ceased, changed, by us, at any time at our absolute discretion, without incurring any liability to you whatsoever.

**“Card Transaction”** means any type of transaction effected by using the Visa Debit Card, Account in connection with the Visa Debit Card or PIN (and shall include any Cash Withdrawal).

**“Card Verification Value 2 (CVV2)”** means a 3-digit number printed on a card for security purposes.

**“Cash Withdrawal”** means a disbursement of funds in any currency from any Account out of the balance (where such balance is not or will not result in an Overdrawn Balance and whether or not in the form of cash) made or obtained through or in connection with any Visa Debit Card.

**“Cross-border Transaction”** means either of the following:

- a. a Card Transaction effected in a currency other than New Zealand Dollars; or
- b. a Card Transaction effected in New Zealand Dollars with a merchant whose card transactions are processed outside of Cook Islands.

**“EFTPOS”** is Electronic Funds Transfer at Point of Sale which allows the Card Holder to debit the cost of their purchase to their Account by using their Visa Debit Card.

**“Electronic Services”** means any banking and other services or facilities which we may make available to you from time to time and offered via electronic means, including any card, electronic computerised or telecommunication devices or modes of operating accounts in or outside the country, and where the context requires, also means any PIN and/or Card used to access Electronic Services;

**“Merchant”** means a provider of goods or services who has an electronic terminal.

**“Overdrawn Balance”** in relation to any Account means any negative balance in the Account.

**“PIN”** means Personal Identification Number – that is, the code of numbers or letters issued with a VISA Debit Card by ANZ to operate an account through electronic terminals.

**“PLUS”** is an international ATM network of Visa through which the Card Holder can access available funds in their Account by using their Visa Debit Card and PIN whilst being abroad.

**“Processing” or “Process”** in relation to personal data, means the carrying out of any operation or set of operations in relation to the personal data, and includes any of the following: (a) recording; (b) holding; (c) organisation, adaptation or alteration; (d) retrieval; (e) combination; (f) transmission; (g) erasure or destruction.

**“Transaction Limit”** means the maximum daily limit prescribed by us in respect of your Card Transactions.

**“Visa Debit Card”** means a debit card bearing the name Visa and/or the service mark of Visa issued by us pursuant to these terms and conditions which enables you to conduct Card Transactions and any substitution, replacements or renewals thereof.

## **ANZ VISA DEBIT CARD TERMS AND CONDITIONS**

The rights and obligations of the Account Holders including any Joint Account Holders in connection with the Account are subject to the ANZ Savings and Transaction Product Terms and Conditions and also the ANZ Visa Debit Card brochure, as may be updated from time to time by ANZ.

In the event of any inconsistency between the ANZ Savings and Transaction Product Terms and Conditions or the ANZ Disclosure of Fees and Charges booklet and these ANZ Debit Card Terms and Conditions with respect to the Account and use of the Visa Debit Card, these ANZ Debit Card Terms and Conditions prevail.

### **1. Use of the Visa Debit Card/ PIN**

1.1 Upon our acceptance and approval of your application for a Visa Debit Card, you will collect your Visa Debit Card and a PIN to be used in conjunction with your Visa Debit Card at the branch. Upon receipt of your Visa Debit Card, you should sign on the Visa Debit Card immediately. You shall not disclose the PIN to any other person and should change the PIN from time to time for security reasons. The Visa Debit Card and any replacement or renewal card must be activated in accordance with any activation procedure notified to you from time to time. We are not liable for any loss or damage which you may suffer if you fail to receive the Visa Debit Card and/or the PIN.

1.2 The Visa Debit Card is not transferable and may only be used to effect transactions during the validity period by the person to whom we issue the Visa Debit Card. No other person is allowed to use the Visa Debit Card and/or PIN to make any Card Transactions. The services, functions and facilities available through the use of the PIN of any Visa Debit Card shall be determined by us from time to time. We may modify or vary any or all of the services, functions and facilities available through the use of any Visa Debit Card or the PIN of any Visa Debit Card or suspend or terminate the availability of any or all of such services, functions and facilities.

1.3 The Visa Debit Card shall remain our property at all times. You shall not transfer or otherwise part with the control, custody or possession of the Visa Debit Card. We may at our reasonable discretion request for the Visa Debit Card to be returned at any time, whereupon you shall return the Visa Debit Card immediately to us.

1.4 The use of any Visa Debit Card or PIN shall be subject to these terms and conditions and to the compliance with such requirements, limitations and procedures as may be imposed by Visa from time to time as well as to the terms and conditions imposed by us from time to time in relation to electronic services, facilities and Card Transactions. Cash Withdrawals shall be subject to such terms and conditions as may be imposed by us from time to time.

1.5 You shall not use the Visa Debit Card or PIN (whether to effect payment or otherwise) in relation to any transaction or activity which is illegal or prohibited under the law of the country in which such transaction or activity is effected or takes place or the law of your country of residence.

1.6 If a PIN is issued to you for use with your Visa Debit Card at any ATM:

(a) then the Visa Debit Card can be used on any ATM. The Visa Debit Card shall only and exclusively be used by you and is not transferable;

(b) the same PIN is used at EFTPOS terminals for the purchase of goods and services;  
and

(c) when you use the Visa Debit Card or the PIN at any ATM to effect Card Transactions which could also be effected by the use of an ATM card, the Visa Debit Card is treated as an ATM card for such purpose and the terms and conditions in respect of the use of an ATM card then prevailing will govern all such Card Transactions so effected as may be appropriate and relevant.

1.7 A Visa Debit Card may be issued to you for temporary purpose and/or a limited period of time if you inform us on an emergency need for a new/ replacement Visa Debit Card.

1.8 For Joint Accounts that may be operated by the signature of any one of the Account holders, a separate Visa Debit Card and PIN will be issued to each Account holder. However, each and every one of the Account holders shall be jointly and severally responsible for all transactions involving the use of the Visa Debit Card issued. In the case of Joint Accounts requiring the signatures of two or more account holders, such Account holders may not be eligible for the issuance of a Visa Debit Card in respect of such Joint Account. You irrevocably authorise us to directly debit from the relevant Account the amount of any Card Transaction, whether or not made with your knowledge or authority.

1.9 The Card Holder must not use the Visa Debit Card for payment of any unlawful purpose, including the purchase of goods or services prohibited by law. We may refuse to process any transaction that contravenes any law or otherwise.

1.10 We may debit the Card Holder's Account with all transactions authorised by the Card Holder or any other Joint Card Holder. Such authorisation can be made by:

(i) using the Visa Debit Card, alone or together with the PIN, via any relevant Electronic Banking Channel;

(ii) presenting the Visa Debit Card to a merchant and keying in a PIN acceptable to ANZ authorising the transaction;

(iii) presenting the Visa Debit Card to a merchant and signing a voucher or other documentation acceptable to ANZ authorising the transaction;

(iv) providing the Visa Debit Card details (without physically presenting) to a merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to ANZ;

(v) transferring funds electronically using a relevant Electronic Banking Service.

1.11 When the Card Holder authorises a transaction, the Card Holder agrees to pay the amount of that transaction.

1.12 All transactions are effective as at the date of the transaction and will be processed and posted to the Account on the date they are received by ANZ. The date that ANZ receives a transaction for processing may not be the date the transaction was made.

1.13 The Visa Debit Card will normally be honoured by financial institutions and merchants displaying the Visa name or service mark. However, there is no warranty that all goods and services available at those premises may be purchased with the Visa Debit Card.

1.14 The Visa Debit Card may not be used at sanctions-prohibited countries as determined by ANZ.

1.15 ANZ does not accept any liability:

(i) if any financial institution or merchant displaying a Visa name or service mark refuses to accept or honour a Visa Debit Card;

(ii) for goods or services purchased with a Visa Debit Card; and

(iii) if charges for goods and services purchased with a Visa Debit Card varies from same goods and services purchased with cash.

1.16 Any complaints about goods or services purchased with a Visa Debit Card must be resolved directly with the merchant concerned.

## **2. Fees and Charges**

2.1 We shall be entitled to debit your Account or any other account you maintain with us in respect of any sum owed by you to us (whether incurred as Card Transactions, fees, charges or otherwise) even if your Account would be overdrawn as a consequence. All fees referred to above shall not in any event be refundable.

2.2 If any payment has been made by us as a result of your use or purported use of Electronic Services:

(a) and the Account was consequently debited, but the debit was reversed in error or the Account was not debited at all; or

(b) after any payment instruction was given on the Account but before such payment instruction has been honoured, then we shall be entitled to correct the Account by (i) debiting the Account with the amount paid by us; or (ii) by dishonouring or returning cheques or other instruments and reversing the payment instruction, if there are insufficient funds available in the Account, as the case may be.

2.3 Cross-border Transactions which are effected in currencies other than New Zealand Dollar ("Cross-border Transactions") will be debited to your Account after conversion into New Zealand Dollar at an exchange rate determined by Visa. This exchange rate is applied on the date the Card Transaction is posted to the Account and may be different from the rate in effect on the date of the Card Transaction.

2.4 All Cross-border Transactions processed will be subject to a fee (Cross-border transaction fee) on the New Zealand Dollar amount.

2.5 Notwithstanding Clause 2.3, if your Cross-border Transaction has been converted into New Zealand Dollar via dynamic currency conversion or cardholder preferred currency offered at certain overseas ATMs and merchants, you acknowledge that the process of conversion and the exchange rates applied will be determined by the relevant ATM operator, merchant, dynamic currency conversion service provider or cardholder preferred currency service provider, as the case may be. In addition, all conversions processed will be subject to a fee (Cross-border Transaction fee) on the New Zealand Dollar amount.

2.6 Where a Card Transaction is debited to an Account which is not denominated in New Zealand Dollar, we shall convert the New Zealand Dollar amount of the Card Transaction to match that Account's currency by applying our prevailing foreign exchange rates.

2.7 We will credit any Account with any refund in respect of any Card Transaction or any payment or other credit due to you at such time as we may determine after our receipt of the amount of such refund, payment or credit in Cook Islands. If such refund, payment or credit is received in a currency other than New Zealand Dollar, we will convert it to New Zealand Dollar at such time and rate of exchange as we may in our reasonable discretion adopt. You must bear all exchange risks, reasonably incurred losses, commission, fees and charges which may thereby arise.

2.8 Transaction fees and currency conversion fees apply for the use of PLUS ATMs overseas. If the amount of the transaction is more than the available balance, the transaction may be declined.

2.9 You may have to pay a surcharge for making a withdrawal from some ATMs overseas. Surcharges will not appear as a separate item on your account statement. They will be included in the total amount of the withdrawal.

2.10 You may incur international POS fees when you undertake a Cross-border Transaction, and pay for goods or services without using cash and when money is electronically transferred from your Account to the person selling you the goods or services.

### **3. Additional Visa Debit Card**

3.1 We may issue an additional Visa Debit Card to the Joint Account Holder if such Joint Account Holder meets the requirements as solely decided by ANZ from time to time.

### **4. Visa Debit Card Validity and Expiry**

4.1 Your Debit Card remains our property at all times.

4.2 The Visa Debit Card must be signed immediately by the person in whose name it has been issued and must only be used within the validity periods as shown on the Visa Debit Card. For security reasons you must, as soon as the Visa Debit Card expires, destroy it by cutting it (including an embedded microchip on the Visa Debit Card) diagonally in half.

4.3 The account holder may cancel an ANZ Card at any time by sending ANZ a written request or by calling ANZ on the relevant numbers found on our website [anz.com/cookislands](http://anz.com/cookislands).

## **5. Limits**

5.1 We may set a Transaction Limit in relation to your Account or a daily or monthly limit on the use of Visa Debit Card at our sole discretion. You can find out what your daily or monthly limits are on [anz.com/cookislands](http://anz.com/cookislands).

5.2 We or another party such as a merchant may limit the amount of funds that are made available through electronic transactions, over any specific period of time for transactions that require the use of a Visa Debit Card and PIN.

5.3 We may change any electronic transaction limit or impose new electronic transaction limits by giving you notice. You can find out current electronic transaction limits for your accounts by calling ANZ on the relevant enquiries number listed in the final section of this booklet.

5.4 We may set aside or place a hold on your Account in respect of any transaction on the day such transaction is presented to us for payment or on the day we receive notice of such transaction. Such an amount set aside or held is only an estimated sum of the actual transaction and may not be identical to the actual transaction. We shall have the right to increase at any time the amount that we would hold in respect of any Card Transaction which is denominated in a currency other than New Zealand Dollar if we are of the view that the amount initially held when converted into foreign currency would not be sufficient to pay that Card Transaction in full. Should we set aside or hold any amount, the available balance in your Account shall be reduced by such amounts that we set aside. You may not stop payment on such transaction nor use any sum set aside or held by us. Where applicable, we may set aside or hold such sums for up to 30 days after which we shall debit your Account for the full amount of the actual transaction.

5.5 You may effect a Card Transaction only if there are sufficient funds in your Account to cover such transactions and the total charges incurred under your Account shall not exceed the Transaction Limit that we have set for your Account. You shall not effect or attempt to effect any Card Transaction that would result in your Transaction Limit being exceeded. We may also refuse to authorise any transaction that you wish to effect even if such transaction would not cause your Transaction Limit to be exceeded.

5.6 We may in our discretion and without giving prior notice approve, authorise or allow any Card Transaction to be effected during any period even though such Card Transaction would result in your Account being overdrawn and/or Transaction Limit being exceeded as a consequence. Our determination on whether your Transaction Limit has been exceeded shall be conclusive and binding on you.

## **6. No Credit Facility on the Visa Debit Card**

6.1 We do not provide any credit facility in respect of the Visa Debit Card. Selecting the "credit" button in ATMs or EFTPOS terminals when you use the Visa Debit Card to make withdrawals or purchases gives you access to the funds available in the Account and does not provide any credit in respect of the Account.

6.2 If you request or authorise a withdrawal or payment from the Account which would overdraw the Account, we may, in our discretion, allow the withdrawal or payment to be made on the following terms:

- (i) interest will be charged daily on the overdrawn amount;
- (ii) an overdrawn fee may be charged;
- (iii) you must repay the overdrawn amount and any accrued interest on that amount and the overdrawn fee no later than 5 days after such overdraw is made. In the event of your failure to do so, we will be entitled to debit any of your account(s) with ANZ for such payment. You shall be liable for any interest accrued to the date ANZ has fully collected the overdrawn amount.

Under no circumstances shall this be construed as the granting of any credit facilities to you.

## **7. Visa Debit Card Reissuance and Replacement**

If the Visa Debit Card becomes faulty or damaged, you may order a replacement Visa Debit Card at any ANZ branch. A fee may be charged for such replacement. We reserve the right not to reissue a Visa Debit Card to you without giving any reason.

## **8. Keeping the Visa Debit Card and PIN secure**

8.1 Account Holders must observe the following requirements to keep their Visa Debit Card secure:

- (i) sign on the back of the Visa Debit Card immediately upon receipt;
- (ii) on the expiry date destroy the Visa Debit Card by cutting it (including any chip on the Visa Debit Card) diagonally in half;
- (iii) not let anyone else use their Visa Debit Card;
- (iv) take reasonable steps to protect their Visa Debit Card from loss or theft; and
- (v) notify ANZ immediately when the Card Holder becomes aware that the Visa Debit Card has been lost or stolen, or the Visa Debit Card or the Account details have been used by someone else without their authority.

8.2 Card Holders must keep their PIN secure, and must not:

- (i) disclose their PIN or CVV2 code to any other person;
- (ii) allow any other person to see them entering, or overhear them providing, their PIN or CVV2 code;
- (iii) record their PIN or CVV2 code on their Visa Debit Card or on any article carried with or placed near their Visa Debit Card that is liable to loss, theft or abuse at the same time as their Visa Debit Card regardless how well their PIN is disguised;
- (iv) choose a PIN which has an easily retrieved combination, for example repeated numbers or letters; and
- (v) choose a PIN that is easily identified with, for example birth date, car registration, telephone number or name.



## **9. Lost or Stolen Visa Debit Card and Disclosure of PIN**

9.1 Should you discover that your Visa Debit Card is lost, stolen or used in an unauthorised way, you must report to us the loss/ theft or unauthorised use immediately by calling our telephone reporting service or by notifying us at an ANZ branch. In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss/ theft/ misuse/ disclosure and any other information that we may require.

9.2 You must not use the Visa Debit Card once the report is made. If you recover the lost or stolen Visa Debit Card, you must destroy the Visa Debit Card by cutting it (including an embedded microchip on the Visa Debit Card) diagonally in half and return it to an ANZ branch as soon as possible.

9.3 You must report to us immediately when you become aware or suspect that your password, username, PIN or Customer Registration Number (CRN) is disclosed or used without your authority. You must not continue to use your password, username, PIN or CRN. We will cancel it and arrange for the Card Holder to select a new username, password, PIN, or to be provided with a new CRN.

9.4 If your Visa Debit Card is lost or stolen or if the PIN is disclosed, you shall not be liable for Card Transactions carried out following such loss/ theft/ disclosure until we have been notified of the same, provided:

(a) you immediately notify us;

(b) you assist in the recovery of any monies and/or goods any third party may have wrongfully been enriched by and/or acquired as a result of such loss/ theft/ disclosure and pay the same to us immediately;

(c) you furnish to us a statutory declaration in such form as we may specify or a police report and any other information or assistance we may require;

(d) we are satisfied that such loss, theft or disclosure is not due to your negligence, fraud or default; and

(e) your Card was not used as an ATM card in the disputed Card Transactions.

You shall not be liable for any Card Transactions carried out after we have been notified of the loss/ theft/ disclosure. However we shall debit the relevant Account for all disputed Card Transactions carried out before we are notified of the loss/ theft/ disclosure unless conditions (a) to (e) above are satisfied.

9.5 Transactions which are made before our receipt of your notice or request to block the Visa Debit Card shall be considered as legitimate and completed transactions notwithstanding the payment of those transactions are not debited to the Account at such time. We assume no responsibility for any transactions made prior to its receipt of a notice or valid data message in relation to such transactions.

9.6 Once the Visa Debit Card has been reported as lost or stolen it must not be used if subsequently retrieved. You shall cut such retrieved original Visa Debit Card into pieces. Any Visa Debit Card that is thrown away must be cut into pieces. You shall be liable for any loss or damage arising from any failure to do so.

9.7 We may at our discretion issue a replacement Visa Debit Card and/or new PIN upon such terms and conditions as we may deem fit, and we reserve the right to charge a replacement fee as set out in our pricing guide in respect of any lost or stolen Visa Debit Card. Such fee shall be debited to the Account and is not refundable.

## **10. Unauthorised Transactions**

### **10.1 When ANZ is liable**

ANZ will be liable for losses incurred by the Card Holder that:

(i) are caused by the fraudulent or negligent conduct of ANZ's employees or agents or companies involved in networking arrangements or of merchants or their agents or employees;

(ii) arise from transactions that require the use of any Visa Debit Card or PIN that occur before you have received or selected the Visa Debit Card or PIN (including a reissued Visa Debit Card or PIN);

(iii) result from an unauthorised transaction that occurs after you have notified ANZ that the Visa Debit Card has been misused, lost or stolen or that the security of your PIN has been breached; or

(iv) result from an unauthorised transaction if it is clear that you have not contributed to the losses.

### **10.2 When the Card Holder is liable**

You shall be liable if you have contributed to the loss arising from the unauthorised transaction:

(i) through your own fraud;

(ii) by breaching any security requirements of the Visa Debit Card provided in Clause 8 above, or by otherwise acting with extreme carelessness to protect the security of your Visa Debit Card or PIN.

In all cases, you are liable for the actual losses which occur before ANZ has duly received notice of the loss or disclosure of your Visa Debit Card or PIN.

## **11. Termination of Card Programme, Visa Debit Card and Account**

11.1 The use of your Visa Debit Card shall be immediately terminated if all Accounts are closed for any reason whatsoever. Your Visa Debit Card may not be used to effect any Card Transaction once the designated Account is closed, even if your other accounts remain in force. We may in our reasonable discretion suspend or terminate your Visa Debit Card and/or Account, or usage of Electronic Services at any time without liability and without furnishing any reason therefor. For the avoidance of doubt, such termination by us would automatically bring about the termination of the Card Programme. We further reserve the right to terminate your Card Programme, your Visa Debit Card and/or Account immediately if you fail to provide us with any information we may request under these terms and conditions; or if required by law, a regulatory body, revenue authority or government agency (whether local or foreign).

11.2 You may terminate your Account or Visa Debit Card at any time by giving us written notice. For the avoidance of doubt, such termination by you would automatically bring about the termination of the Card Programme.

11.3 Upon termination of your Account and/or your Visa Debit Card for whatever reason, you will not use or attempt to use the PIN and/or Visa Debit Card. For security reasons, please cut the Visa Debit Card into half and dispose of it immediately. There will be no refund of any fees payable upon the termination of the Visa Debit Card for any reason. Notwithstanding such termination, any use of the Visa Debit Card or the PIN of a Visa Debit Card (whether or not by you) shall be deemed liable by you for all such Card Transactions incurred. Your obligations under these terms and conditions will continue and we shall remain entitled to debit your Account or any other Account you maintain with us for charges as well as Card Transactions that are carried out before or after the termination of your Account. Until such transactions and any charges that may be imposed in these terms and conditions are paid in full, you (and any other person, if any, in whose name the Account is maintained) shall remain liable to us.

## **12. Exclusions and Exceptions**

12.1 We are not liable in any way should you encounter any problems with the goods and services that you obtain through the use of your Visa Debit Card or Electronic Services nor are we responsible for any benefits, discounts or programmes of any merchant that we make available to you. Notwithstanding the non-delivery or non-performance or defects in any such goods and services, we shall be entitled to debit your Account or any other Accounts you maintain with us the full amount pursuant to that Card Transaction. You will settle any dispute directly with the provider of the goods and services or merchant. Any such dispute is between you and the provider of the goods and services or the merchant and we shall not be deemed to be a party to such dispute. We shall not be liable or responsible for the quantity, quality, merchantability, fitness for purpose or any other aspect of the goods and services supplied to you or in respect of any contract or transaction entered into by such provider of the goods and services or the merchant with you involving the use of the Visa Debit Card. Your liability to us shall not in any way be affected by such dispute or any counterclaim, right of set-off or contractual right which you may have against any merchant or person.

12.2 We shall not be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from the provision and/or use of Electronic Services or your usage of the Visa Debit Card.

12.3 We may, in our discretion and without giving prior notice approve or authorise such Card-Not-Present transactions in which event you shall be liable for all Card-Not-Present transactions effected through the use of your Visa Debit Card for any reason. We will not be liable to you in any way for any authorisation done in connection with Card-Not-Present transactions.

12.4 You agree that the use of the Visa Debit Card and Electronic Services is at your own risk and you shall assume all risks incidental to or arising out of such use.

12.5 We will not be liable to you in any way:

(a) for any delay or if we cannot carry out our responsibilities under these terms and conditions as a result of anything that we or any of our servants, agents or contractors

cannot reasonably control. This includes but is not limited to any electronic, mechanical system, data processing or telecommunication defect or failure, any industrial dispute, civil disturbance, war or Act of God;

(b) if any establishment refuses to accept the Visa Debit Card for any reason;

(c) for any injury to your credit, character and reputation if a Card Transaction cannot be effected or if we repossess or request for the return of the Card;

(d) should your Visa Debit Card or PIN be rejected by a merchant or any terminal used to process Card Transactions or if we refuse for any reason to authorise any Card Transaction;

(e) for any malfunction, defect or error in any terminal used to process Card Transactions, or of other machines or system of authorisation whether belonging to or operated by us or other persons or the inability of any terminal, machine or system to accurately, properly or promptly transmit, process or store any data;

(f) for any damage to or loss or inability to retrieve any data or information that may be stored in your Visa Debit Card or any microchip or circuit or device in your Visa Debit Card or the corruption of any such data or information, howsoever caused;

(g) for our compliance with any instruction given or purported to be given by you relating to Electronic Services, notwithstanding that the integrity of the information comprised in such instruction may have been compromised or impaired during transmission, provided that such compromise or impairment would not have been apparent to a reasonable person receiving such instruction;

(h) for the interception by or disclosure to any person (whether lawful or otherwise) of any data or information relating to you or any Card Transaction or Account transmitted through or stored in any electronic system or medium, howsoever caused;

(i) if you are deprived of the use of any Electronic Services as a consequence of any action by us;

(j) any Electronic Service not being available due to system maintenance or breakdown/non availability of any network;

(k) for any loss, theft, use or misuse of the Visa Debit Card or disclosure of your PIN and/or any breach of these terms and conditions (ii) for any fraud and/or forgery perpetrated on us or any merchant; and/or

(l) for any delay, inability or failure by us to perform any of our obligations under or pursuant to this Agreement caused or contributed in any way by any one or more of the events or occurrences set out in this Clause.

### **13. Conclusiveness of Documents and Certificates**

13.1 Our records (including electronic, computer and microfilm stored records) of all matters relating to the Visa Debit Card, the Account and of you shall be conclusive. You hereby agree not to at any time dispute the authenticity or accuracy of any computer output relied upon by us for any purpose whatsoever. In addition, any certificate from us stating your liability to us as at any specified date shall be conclusive evidence of such matters.

13.2 We shall be entitled to rely upon and to treat any document relating to any Card Transaction with your PIN and/or signature as conclusive evidence of the fact that the Card Transaction as therein stated or recorded was authorised and properly made or effected by you.

13.3 The Account Statement shall be conclusive evidence of the state of the Account between us. Any error or inaccuracy in any Account Statement shall be notified in writing to us within 14 days from the date when such Account Statement shall have been received or deemed received by you. Details of our dispute resolution procedures are set out in section 2.19 of the ANZ Savings and Transaction Product Terms and Conditions. Each Account Statement shall constitute conclusive evidence as against all accountholders that every Card Transaction stated therein has been effected by the accountholder and every charge stated and every amount debited therein has been validly and properly incurred or debited in the amount stated therein save for such error or inaccuracy which you had notified us in writing within the time prescribed herein.

### **14. Amendments**

We may make any changes to these terms and conditions by giving you notice. Any changes relating to the rate or amount of any charge or fee payable in relation to the ANZ Visa Debit Card will be made in accordance with clause 2.10 of the ANZ Savings and Transaction Product Terms and Conditions.