

BUSINESS MASTERCARD CONDITIONS OF USE

EFFECTIVE
10 JULY 2019



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These Conditions of Use are current as at 25 June 2018.

This document is a legal contract between each of the Cardholder(s), the Business and ANZ Bank New Zealand Limited ('the Bank').

Please keep it in a safe place and familiarise yourself with the contents. The Business and each Cardholder are bound by these Conditions of Use (as altered from time to time) as soon as the ANZ Business Mastercard application form is completed and signed by the Business and the Cardholders, or you have signed or used the ANZ Business Mastercard.

1. DEFINITIONS

In this document, unless the context otherwise requires:

'**ANZ**' means ANZ Bank New Zealand Limited and any of its subsidiaries or related companies as those terms are defined in the Companies Act 1993.

'**ATM**'/'**ATMs**' means automatic teller machines accepting the Card.

'**Balance Transfer**' is where you transfer the balance of your credit card issued by another bank or financial institution to your Card. In undertaking a Balance Transfer, funds from your Card are credited to another credit card account held by you which is not an ANZ account.

'**Business**' means the company, partnership or other incorporated or unincorporated body which has applied jointly with a Cardholder or Cardholders for an ANZ Business Mastercard.

'**Business card account**' means the credit card account on which the Card can be used.

'**Card**' means your ANZ Business Mastercard(s) with Mastercard affiliation.

'**Cardholder**' means the individual or individuals in whose name a Card is issued (jointly with the Business), and who must be a stakeholder in the Business.

'**Cash Advance**' means a cash withdrawal made using your Card against your Business card account.

'**Closing Balance**' means the total amount owing to the Bank as at the Closing Date specified in a statement.

'**Closing Date**' means the last date of the statement period as disclosed on a statement.

'**Due Date**' means the date by which you must pay at least the minimum payment due.

'**EBS**' means Electronic Banking Service where transactions are processed through Phone Banking, EFTPOS terminals or ATMs by using the Card with any associated PIN or other approved method of identification.

'**EFTPOS**' means Electronic Funds Transfer at Point of Sale terminals and also includes, where appropriate, ATMs.

'**Mastercard**' means Mastercard International Inc. the licensor of the right to use the 'Mastercard' brand, and in relation to a Card includes the registered designs and word marks used on or in connection with it.

'**Phone Banking**' means the touchtone telephone banking service operated by the Bank, as amended by the Bank at any time.

'**PIN**' means the Personal Identification Number(s) selected by you from the Bank for use with your Card for EBS transactions.

'**We**' and '**Us**' means the Bank.

'**You**' and '**Your**' means each of the Cardholders and the Business severally, and all of them jointly.

2. WHEN YOU RECEIVE YOUR CARD

The Cardholder must sign the Card immediately, with their usual signature, in the space provided on the back of the Card.

The Cardholder must keep the Card in their possession or in a safe place at all times in order to preclude its use by anyone else.

The Card remains the property of the Bank at all times and you agree to return it if asked, or if the Business card account accessed by the Card is closed.

3. THE CARDHOLDER'S PERSONAL IDENTIFICATION NUMBER (PIN)

The Cardholder must memorise their PIN.

Under no circumstances must you keep a written record of your confidential PIN. The PIN is not to be disclosed to anyone else, not even a Bank officer.

At present, you will require:

- A four digit PIN for ATM and EFTPOS use
- A five digit PIN for Phone Banking. For security purposes, you must ensure that this five digit PIN does not resemble your four digit PIN used for ATMs and EFTPOS.

Important: Should you write your PIN on your Card, keep a record of it with or near your Card, or disclose it to someone else, you will be held liable for any transactions, even if they are carried out by an unauthorised person (see page 13, "What happens if someone else uses the card?").

4. YOUR BUSINESS CARD ACCOUNT

We will maintain a Business card account for you to which all credit card transactions will be charged.

You agree not to use your Business card account beyond the available credit limit that we have agreed.

Each Cardholder and the Business agree to be jointly and severally liable for the repayment of all amounts owing in relation to the use of the Card, irrespective of whether any of the Cardholders cease to be a stakeholder in the Business.

Any disputes in respect of goods or services purchased using your Business card account must be taken up with the merchant concerned. The Bank accepts no liability in this regard. You cannot stop payment of a Business card account transaction that has been validly signed or authorised.

We will send you monthly statements which will show all the Business card account transactions.

Statements (addressed to both the Cardholder(s) and the Business) will be sent to the address shown on the Card application form or to any other address notified to us by both the Cardholder(s) and the Business in writing. If you move and do not advise a change of address, we will retain your statements until you notify us where they should be sent.

5. PAYMENTS

You are obliged to meet the minimum monthly payment due, even though a statement may not have been received by you.

You agree to pay, within 25 days of the statement Closing Date, not less than the minimum sum due which is either the outstanding balance (if less than \$10.00), or the greater of \$10.00 or 3% of the outstanding balance. You agree to setup a monthly direct debit to pay at least the minimum sum due.

If the Bank does not receive the minimum monthly payment from you by the Due Date shown on your statement, a Late Payment Fee, as detailed in the Fee Schedule at the back of these Conditions of Use, may be charged.

All payments by mail should be sent to ANZ Card Operations, PO Box 40, Wellington and will not be credited until received at that address. You should allow at least four working days transit time for payments sent by mail.

Payments that are made to your Business card account will generally be applied in the order set out below. In all cases, transactions with the lowest interest rates will be repaid before those at higher interest rates.

1. All interest, fees and charges (including any Government charges) that appear on any account statement or have been charged since the last statement's Closing Date, and all other transactions that appear on any account statement, including Balance Transfers, Cash Advances and purchases.
2. All other transactions made since the current statement period, including Balance Transfers, Cash Advances and purchases.

6. TRANSFERRING A BALANCE FROM ANOTHER BANK'S CARD

The Bank may allow the Business to transfer the balance of another credit, charge or store card held by the Business with another bank or financial institution (the "Transferring Account") to a Bank card.

The following conditions apply to Balance Transfers:

1. Subject to lending criteria, the Bank accepts Balance Transfers from Transferring Accounts. The Bank has the right to decline any request for a Balance Transfer, in whole or in part.
2. The Bank cannot accept a Balance Transfer:
 - From other ANZ Card accounts
 - From Transferring Accounts issued outside New Zealand
 - If the balance on your Bank Card has reached or exceeded 95% of the available credit limit balance
 - If you are in default on any existing Bank Card account
 - If the Transferring Account named in your application is in default at the time the application is received.

3. If the Balance Transfer you request will cause you to exceed the limit on your Bank account, the Bank may process up to 95% of the limit on your Bank card.
4. Subject to any special promotional offer.
5. You must continue to make payments to your Transferring Account while the Balance Transfer application is being processed and toward any remaining balance once the transfer is complete. The Bank accepts no liability for any late payments or other liabilities relating to the Transferring Account.
6. If you wish to close your Transferring Account you will need to contact the issuer of the card and arrange closure.

7. INTEREST CHARGES

This section sets out the circumstances in which interest may be charged on your Business card account. Subject to the terms and conditions below, interest may be charged on purchases, Cash Advances, Balance Transfers, fees, charges and previously billed interest.

When are you charged interest on your ANZ Business Mastercard

1. You will not be charged interest on your Business card account if you always pay all of the Closing Balance specified in a statement by the Due Date, other than for Cash Advances and Balance Transfers (as set out in points 4 and 5 below).
2. If you do not pay all of the Closing Balance specified in a statement by the Due Date, then interest will accrue on:
 - (a) each item making up the Closing Balance specified in that statement (this may include purchases, fees, charges and previously charged interest); and
 - (b) any purchases made, and fees and charges incurred, from the Opening Date of your next statement

taking into account any payments made to reduce the amounts outstanding under (a) and (b) above from time to time.

3. Interest under point 2 will accrue from:
 - (a) in the case of a purchase the date the purchase was made;
 - (b) in the case of a fee or charge the date the fee or charge was incurred; and
 - (c) in the case of interest, the date the interest was charged to your Business card account;until the Closing Date of your next statement.

Interest on Cash Advances and Balance Transfers

4. You will be charged interest on each Cash Advance and Balance Transfer you make, except to the extent the Cash Advance or Balance Transfer (as the case may be) is made out of credit funds.
5. Interest under point 4 of this section will accrue from the date the Cash Advance or Balance Transfer (as the case may be) is made until the Cash Advance or Balance Transfer (as the case may be) is paid in full.
6. Interest will be calculated daily on any interest and fees charged on a Cash Advance from the date the interest or fee is charged to your Account until the date that it is paid in full.

How is interest calculated?

7. If interest accrues on your Business card account it will be calculated on a daily basis at the Bank's applicable current daily credit card interest rate (calculated by dividing the applicable current annual interest rate by 365).
8. Interest which accrues on your Business card account will be charged to your Business card Account on the next Closing Date of your statement and will itself bear interest in accordance with these Conditions of Use if your Closing Balance is not paid by the Due Date.
9. For the purposes of calculating interest on your Business card account, the end of each day will be the time of day determined by the Bank from time to time.
10. The current annual credit card interest rates are shown on each statement and may be changed by the Bank from time to time. Notice of each interest rate is given in the manner set out in section 19 of these Conditions of Use.

8. YOUR CREDIT LIMIT

Your credit limit for your Business card account is specified in the letter accompanying the Card. This is the maximum amount that can be owing on the Business card account.

If two Cards have been issued, your credit limit applies to both Cards combined.

You agree not to use your Card beyond the available credit, unless a special arrangement has been made with the Bank.

9. USE OF YOUR CARD

If you use your Card and PIN for an electronic transaction, or you conduct a Contactless transaction (see section 10) through an EFTPOS terminal or ATM, you give us the authority to debit the Business card account with the amount of the transaction.

If you use your Card outside New Zealand, your transactions will be charged to the Business card account in New Zealand dollars at a rate of exchange fixed by the Bank.

When you use your Card in conjunction with your PIN, you give the Bank the authority to debit the Business card account with the amount of payments, transfers or cash withdrawals, or to divulge the balance of the Business card account without further verification or authentication. These transactions are irreversible.

If you pay electronically by conducting a Contactless transaction or by using your Card and PIN in an EFTPOS terminal or an ATM, you give the Bank the authority to debit the Business card account with the amount of the transaction, and to credit that amount to the retailer's account. This transaction is irreversible. Any disputes in respect of goods and services purchased using EFTPOS must be taken up with the merchant concerned. The Bank accepts no liability in this regard.

10. CONTACTLESS TRANSACTIONS

Mastercard Paypass[®] enables transactions to be made using an ANZ Business Mastercard card at financial institutions and merchants. Transactions undertaken using Mastercard Paypass[®] are called “Contactless transactions”. In New Zealand Contactless transactions of NZ\$80 or less may be completed without entering a PIN or signing the transaction receipt. Contactless transactions of over NZ\$80 will require you to enter your PIN or sign in the usual way. Contactless transaction limits and rules may differ overseas – you will be prompted with instructions by the Contactless terminal as you proceed with a transaction. All Contactless transactions are charged to the Business card account; they cannot be charged to any other transactional accounts.

11. OTHER CARD SERVICES

If you request any additional services that may become available in relation to your Card, you give the Bank authority to debit the Business card account with all charges payable to the provider of the service for your participation in it.

The Bank reserves the right to suspend or cancel your rights to use additional services available in relation to your Card if at any time these Conditions of Use are breached (including without limitation, exceeding the credit limit or failing to make repayments when due).

Third parties who provide additional services in relation to your Card may, as part of their security procedures and for quality assurance purposes, record and retain telephone instructions.

12. JOINT CARDS

The Card is a joint Card between the Business and the Cardholder (or Cardholders, if more than one). A maximum of two Cards may be issued to Cardholders on the application of the Business.

The Bank will accept instructions relating to the Business card account from any of the Business or the Cardholder(s) and the Business and each Cardholder agree to be jointly and severally liable to the Bank for any such instruction. To cancel the Business card account, the instruction of one only of the Business or a Cardholder is necessary, plus the return to the Bank of both Card(s). Cancellation does not affect your liability for transactions initiated prior to cancellation.

13. WHAT TO DO IF YOUR CARD IS LOST OR STOLEN

If your Card is lost or stolen, or if you think your PIN has become known to someone else, let the Bank know immediately.

You may contact any ANZ branch or the ANZ Commercial Card team as follows:

Freephone 24 hours daily **0800 473 473**

Outside New Zealand call collect (24 hours) **+64 4 496 7246**

Written confirmation of what has happened must be given to the Bank within seven days. Please ensure that full details (where, when, how and what) are included as the Bank may need to relay these details to the police.

If you lose your Card outside New Zealand, you should report it to the Bank through the ANZ Global Services emergency telephone number or the nearest Mastercard member bank, and confirm the loss in writing to the Bank within a reasonable time.

14. WHAT HAPPENS IF SOMEONE ELSE USES THE CARD?

Provided that you notify us within a reasonable time period that your Card has been lost or stolen, or your PIN disclosed, you will not be liable for any loss that occurs before you notified us. This limitation on your liability will not apply if:

- You negligently or recklessly disclosed your PIN, for example, by failing to take reasonable care to prevent others from identifying your PIN while using an ATM or carrying out an EFTPOS transaction
- A written record of the PIN has been kept on or with the Card, or if you have kept it in a form that can be readily identified as a PIN
- You have selected an unsuitable PIN such as birth dates, sequential numbers (e.g. 1234), parts of personal telephone numbers or other easily accessible personal data, or combinations easily identified (e.g. 1111)
- You have disclosed your PIN to anyone, whether family or those in apparent authority including bank staff
- You have unreasonably delayed notifying us that the Card has been misplaced, lost or stolen, or that your PIN has been disclosed
- You have acted fraudulently
- You have parted with your Card or allowed someone else to use your Card
- You have failed to reasonably safeguard your Card.

In the event that you have undertaken any of the actions listed above, your maximum liability for loss caused by that breach shall be the lesser of the actual loss at the time of notification, or the maximum amount you would have been entitled to access over the relevant period.

15. THE BANK'S LIABILITY

Except in the case of fraud or breach of these Conditions of Use by any of the Cardholders or the Business, the Bank will make good any direct loss you have incurred in relation to an electronic transaction:

- If the Card used was forged, faulty, cancelled, expired or had been issued by us in error to someone else
- As a result of malfunction of the EFTPOS system
- If fraud or negligence of the Bank's employees or another party to the EFTPOS system was involved.

16. IF YOU THINK WE HAVE MADE A MISTAKE

If you believe that you have been charged in error, have lost money due to an error with the transaction processing through EBS, or wish to query any aspect of the Business card account statement, please contact the Bank. Please do this within 30 days of the closing date of the statement on which the transaction first appeared.

Full details of the disputed transaction(s) will be required for us to investigate your complaint, (i.e. the name of the Cardholder and Business, Card number, exactly what happened and when, where the transaction was carried out, the amounts that are involved and what has been lost). A copy of the transaction record if available should also be supplied.

The Bank will report to you within 21 days. Should the investigations take longer than that, the Bank will notify you and give you the reason for the delay.

If the Bank is satisfied that your complaint is justified, the Bank will correct the situation. If, however, our investigations satisfy us that the Bank is not liable, we will advise you of our reasons in writing.

If you do not agree with our conclusion, you have the right to invoke the Bank's internal complaint procedure by contacting the Credit Card Customer Relations Team.

If you are not satisfied with the outcome of that procedure you may refer the matter directly to the Banking Ombudsman.

17. IF YOU DON'T PAY THE BUSINESS CARD ACCOUNT

We have the right to recover outstanding Business card account payments from any other account you may have with the Bank, including accounts held in the name of the Business or either Cardholder, or joint accounts, and to debit any outstanding balance on those accounts to the Business card account.

Business card account balances will be secured by any present or future securities given by you (whether severally or jointly) to the Bank.

Any legal fees or other costs which the Bank may incur in recovering amounts properly payable by you to the Bank may be debited to the Business card account.

18. TERMINATION

If you no longer wish to use your Card, cut it in half and return both halves to the Bank.

The Bank may cancel your Card at any time without notice or refuse to renew or replace your Card. If either party ends this Agreement, you will still be responsible for any transactions made up to that time, and the outstanding balance of the credit card account will immediately become due and payable.

You are also responsible for the cancellation of any payments you have authorised to any third parties from this credit card account. Failure to cancel these transactions may result in valid transactions being applied to your account after closure date. If you become bankrupt or die, the Agreement will be at an end unless you have a joint Cardholder, in which case the Agreement will continue as though that Cardholder were the sole cardholder.

19. USE OF INFORMATION

Any information received from you will be securely held by the Bank and may be accessed and corrected under the Privacy Act 1993. The information may be used by the Bank to consider your application for facilities, products or services or any future applications for facilities, products or services.

The information may be used to administer, manage and monitor any facilities, products or services provided to you and conduct market research, data processing and statistical analysis. Unless you disagree, the information may also be used to provide you with information about other facilities, products or services including selected third party products or services. You are entitled to advise the Bank in writing that you do not wish to receive information about other facilities or services (apart from those of Visa or Mastercard).

The Bank may disclose information about you to its agents or contractors for the above purposes. The Bank may also disclose information about you to credit reference agencies for the purpose of obtaining a credit report on you. Those credit reference agencies may retain that information and provide it to their customers who use their credit reporting services. If you default in any obligations to the Bank then information about you may be disclosed to credit reference or debt recovery agencies and retained by them. Those agencies may provide that information to their customers who use their credit reporting services. The Bank may obtain information and make such enquiries about you as it considers warranted from any source including credit reference agencies for the above purposes. Certain laws also require us to disclose your information on request, for example the Tax Administration Act 1994. If we receive a request from certain agencies to release your information, we may not be able to tell you that the request has been received. We may also disclose information to the police, certain government agencies or other financial institutions where we reasonable believe that the disclosure will assist in the investigation, detection and/or prevention of fraud or other criminal offences, such as money laundering.

We may also use information about you to identify, prevent or investigate any actual or suspected fraud, unlawful activity, misconduct or threats to our systems (this includes monitoring traffic and information to and from our website and other IT systems for those purposes) and may obtain information about you from, or give your information to, anyone who assists the Bank to do those things.

ANZ is subject to anti-money laundering and terrorist legislation in force in New Zealand and other countries. You agree to provide all information to ANZ which it reasonably requires to comply with these laws.

Anti-money laundering and terrorist financing legislation in force in New Zealand and other countries may also prohibit us from entering or concluding transactions which involve certain countries, persons or entities.

As a result, you agree that ANZ may:

- (a) delay or block any transactions, or refuse to pay any money, without incurring any liability, or
- (b) disclose any information concerning you on the transaction to the New Zealand Police, or any relevant authority in any country, in order to ascertain whether the laws of that country apply to a transaction or otherwise in compliance with those laws that aim to prevent or detect terrorist financing or money laundering, in the reasonable belief that the transaction may contravene those laws and ANZ will not incur any liability to you as a result of that action.

20. CHANGES TO CONDITIONS OF USE

The Bank may change these Conditions at any time. If the change increases your liability for losses, or changes the periodic transaction limits applying to the Card, at least 14 days' prior written notice of the change will be given to the address of the Business. For any other changes, advice will be given either in writing, in the public notices columns of major newspapers, a notice on the Bank's website, or through notices posted in the Bank's branches.

21. FEES

You agree to pay all fees and charges (including any governmental charges) as advised by the Bank from time to time which relate to the use of the Card. The Bank may debit any such fees or charges relating to the Business Card account to that account.

22. TRANSACTION LIMITS

For the Business card account:

- There are no individual transaction limits for purchases. The Business card account may be used up to the full amount of the credit limit
- Overseas the Business card can be used at any ATM displaying the Mastercard mark to obtain a Cash Advance of the lesser of the available credit or up to NZ\$3,000 per 24 hour period, beginning at midnight
- In New Zealand the Business card can be used at any ATM displaying the Mastercard mark to obtain a cash advance of the lesser of the available credit or up to NZ\$2,000 per 24 hour period, beginning at midnight
- The minimum Cash Advance available in New Zealand is \$20. Different minimum and maximum amounts may be imposed by other institutions especially when Cash Advances are taken from ATMs.

23. OVERSEAS CARD USE

Optional service

As an additional optional service, you may choose to use your Card with Mastercard affiliation in ATMs outside New Zealand that display the Mastercard logo and at merchants accepting Mastercard transactions. Fees apply for this service as explained below.

Exchange rate selection

When you use your Card outside New Zealand, your transactions will be converted into New Zealand dollars at a rate of exchange set by Mastercard. Mastercard set exchange rates by reviewing wholesale buy and sell exchange rates from various sources, and approving and confirming them for each processing day.

Please note that the date of processing will not necessarily be the date the transaction occurs.

There may be differences in the conversion rate for credits and debits on the same day due to the different buy or sell rates used by Mastercard.

Foreign currency conversion

Mastercard transactions (apart from those originating in the US) will firstly be converted to US dollars and then converted to New Zealand dollars.

Currency conversion charges

Currency conversion charges apply to foreign currency transactions.

Foreign currency debit transactions (e.g. purchases or Cash Advances):

- ANZ applies a currency conversion charge to all Mastercard foreign currency transactions debited from your account.

Foreign currency credit transactions (e.g. refunds):

- For Mastercard foreign currency credit transactions, no currency conversion charge is applied. In the case of refunds, all currency conversion charges incurred on the original debit transaction are refunded and credited to your account. There may be differences between the original charge and the refund due to different buy or sell exchange rates used by Mastercard and changes in the exchange rate since the time of the original purchase.

Further details of the charges are contained in the ANZ Business Mastercard Fee Schedule at the back of these Conditions of Use.

The currency conversion charge will be shown with your transaction on your account statement, for example:

Edna's Store Florida
(US\$ 100.00 @ 0.500)

**NZ\$203.60 (Incl Currency
Conversion Charge – NZ\$3.60)**

Use of your Card overseas may be subject to exchange controls and/or other government requirements. Compliance with these requirements is your responsibility. Individual service providers may determine the type of transactions permitted, the transaction limits and may charge a fee for using their ATMs or for making over the counter cash advances.

24. TIME OF USE

The Card can be used at any ATM 24 hours daily or such other operating hours as stipulated by service providers.

EFTPOS is accessible 24 hours daily but its availability will be determined by merchants through their own hours of trading and methods of operation.

The processing date of any particular transaction debited to the Business card account from an EFTPOS terminal will depend on the time of day that the particular terminal changes over to the next banking day. EBS transactions effected at any time within a day may appear on the account under that same date if it is a banking day, but otherwise under the date of the next banking day.

25. REPLACEMENT CARDS

We will send the Cardholder a new Card when the current one expires. If the current Card has been lost, stolen or damaged, a new Card will be issued to the Cardholder should it be requested. The Bank may charge a replacement fee for lost or damaged Cards.

26. PHONE BANKING

Phone Banking permits access to your Account by using a touchtone push-button telephone, your customer number and your five digit PIN.

Phone Banking may be used for carrying out various transactions, details of which are fully set out in the Ways to Bank brochure (as amended by the Bank from time to time). You agree to comply with the procedures and guidelines set out in that Guide.

The Bank may determine the priority in which payments are made from your account and the Bank will not be responsible for ensuring that sufficient funds are available or for making payments in the event that there are insufficient funds in your account.

To the extent permitted by law, the Bank will not be liable for any direct or indirect loss or damage suffered in relation to your use of or inability to access Phone Banking at any time or for the failure or delay in providing access to Phone Banking by the Bank or any third party. You agree to indemnify the Bank against all actions, claims, costs, expenses, losses and liabilities that are in any way related to the Bank acting on instructions received through Phone Banking with your corresponding customer number and your five digit PIN, whether authorised by you or not.

The Bank may, as part of its security procedures, record and retain telephone instructions for a period of seven years.

27. EXTENDED WARRANTY

The Bank has arranged for extended warranty cover to be provided by American Home Assurance Company ('Insurer').

The Policy:

The Extended Warranty will cover any breakdown or failure of an item purchased by you using the ANZ Business Mastercard provided that the original manufacturer's warranty would have covered that breakdown or failure, and that the original warranty is applicable in New Zealand.

The original manufacturer's warranty will be increased by the Extended Warranty as outlined in the following table.

Manufacturer's Warranty	Extended Warranty	Total Warranty Period*
6 months	6 months	12 months
12 months	12 months	24 months
24 months	12 months	36 months
36 months	12 months	48 months

* The total of the Extended Warranty period and the original manufacturer's warranty period cannot exceed 48 months.

Exclusions

There are some circumstances where Extended Warranty cover will not apply, these include:

1. The purchase of boats, automobiles, aeroplanes or any other motorised vehicles and their integral parts
2. The purchase of items with a purchase price exceeding \$10,000
3. The purchase of items with a manufacturer's warranty exceeding 36 months
4. Items without an original manufacturer's serial number
5. Bodily injury, property damages, consequential damages, punitive damages, exemplary damages and attorneys' fees.

There are also some costs/events that are not covered by the Extended Warranty. These are:

6. Any costs relating to damage to items caused by accident, neglect, abuse, wilful act, misuse, sand, theft, water damage, corrosion, battery leakage or acts of God
7. Any costs related to problems or malfunctions caused by unauthorised modifications or failure to follow the manufacturer's installation, operation or maintenance instructions
8. Any failure, malfunction, defect, inoperability, breakdown or shortage of any item caused by, arising from or related to, directly, or indirectly any design, planning or engineering compatibility, omission or deficiency with the incidence of Year 2000
9. Any costs relating to damage to items that have been used contrary to the operating instructions and/or guidelines on recommended use as issued by the manufacturer, supplier or any of their agents
10. Any costs other than parts and/or labour costs resulting from a breakdown or failure or any costs relating to a part or circumstance not otherwise covered by the manufacturer's warranty
11. Any other obligations and costs other than those specifically covered under the terms of the manufacturer's warranty.

Claim excess

An excess applies to every claim under the Extended Warranty cover. The Extended Warranty excess is currently set at \$100 per claim, and may be amended from time to time.

Limits of liability

The maximum limit of liability available through the Extended Warranty is NZ\$10,000 per annum per Business card account.

You cannot receive more than the purchase price of the covered product recorded in the credit card receipt.

The Insurer may elect to repair, rebuild, or replace the covered product with a product of similar quality or pay cash for the covered product, not exceeding the original item's purchase price.

False claims

If you make any claim knowing it to be false or fraudulent in any respect, you will no longer be entitled to the benefits of this cover or to the payment of any claim made under the Extended Warranty cover.

Termination

The Extended Warranty cover can be terminated by the Bank at any time on reasonable notice.

Claims

The Cardholder must maintain copies of ANZ Business Mastercard receipts, store receipts and the original manufacturer's warranty. If you have an Extended Warranty claim call **0800 Warranty (927726)** or write to International Underwriters Limited ('Administrator'):

International Underwriters Limited (IUL)
PO Box 74562, Market Road, AUCKLAND

If you have a claim, you must notify the Administrator promptly and in any event within 45 days of learning of the occurrence giving rise to the claim.

Privacy

To take advantage of this Extended Warranty cover, you authorise the Bank to provide as much of your personal information held by the Bank as necessary for the Insurer and Administrator to administer the Extended Warranty cover.

FEE SCHEDULE

ANZ Business Mastercard

Standard Fees	
Account fee (No charge for additional cards)	No charge
Application fee	No charge
Purchase fee	\$5 (maximum \$10 per statement month)
Cash advance fee	\$3 (for staff-assisted cash advances in branch or over the phone)
Extended Warranty excess on each claim	\$100

Non-Standard Fees	
Statement copy	\$3 per copy
Urgent card fee	Courier fee (domestic and international)
Replacement card	\$10 per card
Late payment fee (Applies if the minimum monthly payment is not paid by the payment due date)	\$12
Over limit fee (Applies if you are over your credit card limit on your statement date)	\$2.50

Optional Service Fees	
Currency conversion charge (Applies to foreign currency transactions)	1.8% of the NZ\$ amount
Includes transactions through the Mastercard Maestro network.	

