

VISA BUSINESS CREDIT CARD GUIDE

EFFECTIVE
27 SEPTEMBER 2018



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This document contains important information for ANZ Visa Business Cardholders. Please read this Guide, which also includes the Conditions of Use and Fee Schedule before using your new card. If you have any questions or would like more information, please contact our specialist Commercial Cards team on **0800 473 473**.

Thank you for choosing ANZ.

GETTING STARTED

1. SIGN YOUR CARD NOW

For your security, please sign your card immediately with a ballpoint pen.

2. YOUR PIN

A Personal Identification Number (PIN) is required. For full protection against fraud you'll need to ensure your new card has a PIN loaded before using it. Simply take your card into any ANZ branch with photo identification to load a PIN.

For your security:

- Choose a PIN that can't be easily identified (for example, don't use personal details like your birth date)
- Don't write your PIN down
- Never disclose your PIN to anyone, including your family or bank staff. We will never ask you to disclose your PIN.

See the Conditions of Use, section 3 for more information on PIN security.

3. YOUR CREDIT LIMIT

The credit limit for your Visa Business Card account is specified in the approval confirmation letter sent prior to card issuing. This is the maximum amount you can have owing on your Visa Business Card account, and must not be exceeded.

If you need a higher credit limit in the future, you can apply for an increase by contacting an ANZ Business Specialist (Principals only).

4. SPEND LIMITS AND CASH ADVANCE LIMITS

There are no spend limits or cash advance limits for cards issued to Principals. The card may be used to access the full amount of the Visa Business Card account credit limit.

Cardholders who are not Principals may, if requested by the Principal(s), have a spend limit and/or a cash advance limit loaded against their card.

5. FEES

An account fee is charged on opening your card account, and annually thereafter. For fee details see the Fee Schedule for your card in this Guide, visit anz.co.nz or come into any ANZ branch.

6. ADDITIONAL CARDS

You can have a maximum of nine cardholders on a Visa Business Card account. To request additional cards, please contact an ANZ Business Specialist.

USING YOUR CARD

1. CARD TRANSACTIONS

All transactions you make using your card are detailed on your statement each month in New Zealand dollars, with each card's expenditure separated by card number. Currency conversion charges on foreign currency transactions are also detailed and will appear next to the transaction in New Zealand dollars. If a balance transfer offer was taken, the amount and preferential interest rate that applies will appear as a transaction.

2. REFUNDS AND EXCHANGES

Refunds

You cannot simply 'stop' a valid purchase with your card like a cheque. If a merchant allows refunds, you should:

- Return the goods along with your copy of the sales voucher (if you are returning goods purchased via telephone, internet or mail order, you should use a courier or registered post, and keep the receipt as proof that goods have been returned)
- The merchant will print out and sign a credit voucher – keep your copy
- We will then credit your account with the full amount of the refund.

Exchanges

- If the new goods are worth more than those returned, the merchant will provide a new sales voucher to cover the difference.
- If the new goods are worth less, the merchant will provide a credit voucher for the difference. Keep your copy.

If refunds do not appear on your statement within 45 days, write to ANZ Card Operations, PO Box 40, Wellington 6140, enclosing a copy of the credit voucher. Please note: refunds can NOT be made in cash.

3. CASH ADVANCES

If you are authorised for cash advances on your card, you can use it to get cash advances from:

- In New Zealand: any bank or ATM
- Overseas: any bank displaying the Visa symbol or any ATM displaying the PLUS symbol.

Please note:

- Minimum and maximum cash advance amounts may apply; these may differ from Bank to Bank
- A cash advance fee may apply
- Fees may be charged by overseas banks when cards are used in their ATMs, or for making over the counter cash advances
- Currency conversion charges apply to overseas transactions
- Interest is calculated daily from the date you receive the advance up until the date it is fully repaid. There is no interest-free period on cash advances.

4. SECURITY

Protecting you – our world-class security

ANZ has security systems and processes in place to protect you against credit card fraud.

Chip Cards

Your card has a microchip embedded in it to provide added security. The microchip helps prevent fraud by making it more difficult to copy the information on your card.

Proactive Risk Manager

Proactive Risk Manager monitors card transactions and helps to identify any that may indicate someone is using the card fraudulently. The system alerts bank staff so they can investigate and take action as required.

If suspicious transactions are detected we will try to contact you as soon as possible to verify them (to help us, please keep us informed of your latest contact details). In some cases where there is a strong indication of fraud, we may place a temporary block on your card.

Zero Liability Promise

Our zero liability policy means that if fraudulent activity is found to have been committed on your credit card you will be refunded in full, as long as you haven't participated or contributed to the loss or fraud in any way, e.g. giving out your PIN. For more information about liability for fraudulent transactions see the Conditions of Use for your card.

Protecting yourself

Your PIN

Keep your PIN secure and never reveal your PIN to anyone, including family or bank staff – we will never ask you for your PIN.

Internet, telephone or mail order purchases

While your card is ideal for purchasing by phone, mail order or over the Internet, there are a few common-sense measures that will help you avoid potential fraud:

- Only deal with reputable merchants or suppliers
- Never give out your PIN over the phone or Internet
- Read any contracts fully and keep copies of order forms or receipts until you have received the goods.

Please note that many Internet sites are based overseas and you may not be safeguarded by New Zealand consumer laws.

5. IF YOU LOSE YOUR CARD

Please contact ANZ immediately on the numbers below:

- In New Zealand call **0800 473 473**
- From overseas call collect **+64 4 496 7246**

6. INTEREST

Interest rate

The interest rate applicable to your Visa Business Card is specified in the letter you received with your card and is shown on your monthly statement.

Interest-free days

You get up to 55 interest-free days on your purchases so long as the closing balance on your statement is paid in full by the due date each month (or up to 44 interest-free days with the Airpoints™ Rewards option). Cash advances and balance transfers will be charged interest daily from the date of each advance or transfer to the date of full payment. To help you get the best from your credit card, ensure you fully pay each monthly statement, as interest will be charged on partially paid balances.

See the Conditions of Use, section 8 for details on how interest is calculated.

7. PAYMENTS

Paying your account

It is important to ensure you pay at least the minimum payment required as stated on your monthly statement by the payment due date to avoid paying a late payment fee.

You have several options for paying your Visa Business Card account:

- Through an Automatic Payment or direct debit
- Through Internet Banking (as a bill payment or funds transfer)
- Through Phone Banking (available to Principals only)
- By funds transfer from your bank account at an ATM
- By cheque
- At any ANZ branch.

8. AIRPOINTS™ REWARDS

(applicable to Airpoints™ Rewards option only)

Airpoints Rewards gives you the ability to earn Airpoints Dollars™ and Status Points on your Visa Business Card spend with Air New Zealand's Airpoints for Business Programme. Airpoints Dollars and Status Points will be earned on eligible purchases at a rate specified and published by us from time to time on our website at anz.co.nz/bizairpoints.

Airpoints Dollars earned on your Visa Business Card are automatically credited to your Airpoints for Business Account with Air New Zealand on a monthly basis. Status Points earned on your Visa Business Card are automatically credited to the Nominated Business Owners'* personal Air New Zealand Airpoints Account on a monthly basis.

Airpoints for Business Programme

A business must be an Airpoints for Business Programme member to earn Airpoints Dollars. You acknowledge that your business will be automatically enrolled as a member in Air New Zealand's Airpoints for Business Programme. Earning and redeeming Airpoints Dollars and your participation in the Airpoints for Business Programme are subject to the Air New Zealand Airpoints for Business Programme terms and conditions which can be found at www.airnewzealand.co.nz/airpoints-for-business-terms-and-conditions.

Other Airpoints Related Benefits

The Airpoints Rewards option for Visa Business Card has other Airpoints and Airpoints for Business related benefits. More information on these, and Airpoints Dollar earn rates can be viewed at anz.co.nz/bizairpoints.

See the Conditions of Use, section 26 for more information about Airpoints Rewards.

* Nominated Business Owner means a natural person registered on and responsible for the Airpoints for Business Account who has the authority to manage the account on behalf of the Business, which may be a Principal.

9 CASHBACK REWARDS

(applicable to CashBack Rewards option only)

CashBack Rewards is a great way to earn cash rewards for your Visa Business Card spend.

How it works

- You earn one CashBack Point for each dollar spent on eligible purchases using your Visa Business Card each year (eligible purchases do not include cash advances or the purchase of cash substitutes such as traveller's cheques and gaming transactions).
- Once you have earned 5,000 CashBack Points in a year, you are entitled to a CashBack Reward (your CashBack Points year runs from the day of the first transaction on your Visa Business Card for a 12 month period).
- Your CashBack Reward is automatically credited to your Visa Business Card account on the date of your next statement after the anniversary of the first transaction on your account.

How much can you earn?

There are two earning rates for CashBack Rewards:

CashBack Points Earned for Year	Reward Rate
5,000 – 9,999	0.5%
10,000+	1.0%

For example:

- Total CashBack Points earned: 35,000
- CashBack Reward: $35,000 \times 1.0\% = \$350.00$.

See the Conditions of Use, Section 27 for more information about CashBack Rewards.

10. CONTACTLESS TRANSACTIONS

Visa Paywave enables transactions to be made using an ANZ Visa Business card at financial institutions and Merchants. Transactions undertaken using Visa Paywave 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 your Business Card Account; they cannot be charged to any other transactional accounts.

TRAVELLING WITH YOUR CARD

1. BEFORE YOU LEAVE

- Check your card expiry date – if it will expire while you're away call us on **0800 473 473** for a replacement.
- Check your credit limit – will it be enough for your needs while you're overseas?
- Your card is a convenient way to pay and get cash overseas; however you may also wish to take a small amount of travellers' cheques and/or local currency to cover tipping or other incidental costs.
- To help organise your finances while you're away, talk to an ANZ Business Specialist or come into any ANZ branch.

2. FOREIGN CURRENCY CHARGES AND FEES

There are currency conversion charges that apply when using your ANZ credit card for foreign currency transactions. Details about the charges, how Visa set the exchange rate and other applicable overseas fees can be found in the Conditions of Use and Fee Schedule.

Some overseas banks may charge fees when cards are used in their ATMs, or for making over the counter cash advances.

3. VISA GLOBAL CUSTOMER ASSISTANCE SERVICES

As Visa Business Cardholders, you and your additional cardholders have access to a range of emergency services when travelling overseas, through the Visa Global Customer Assistance Services programme (GCAS).

All services are available 24 hours a day

Simply call the Visa Global Customer Assistance Services programme toll-free or collect, at any time day or night, wherever you are in the world, and take advantage of the services you are entitled to as an ANZ Visa Business Card customer.

GCAS services include:

- Reporting lost/stolen cards
- Emergency card replacement
- Emergency cash disbursement.

Visa Global Customer Assistance Service

In New Zealand call:

0508 600 300

From overseas call collect:

+1 303 967 1090

INSURANCE BENEFITS

1. VISA LIABILITY WAIVER INSURANCE

With Visa Liability Waiver Insurance, your Business is protected against unauthorised transactions made by cardholders (not including Principals for Visa Business Card) for up to USD\$25,000 per cardholder per annum with a maximum of USD\$1,650,000 per business per annum. The first \$100 of each claim is to be met by your business.

Terms, conditions and exclusions apply. For details, including how to make a claim, refer to the Conditions of Use in Section 28.

Visa Liability Waiver Insurance is underwritten by JLT Risk Solutions Ltd.

2. EXTENDED WARRANTY

When you purchase goods (of up to \$10,000 in value) using your Visa Business Card, you'll receive complimentary Extended Warranty Insurance.

How does it work?

The original manufacturer's warranty on those goods is either doubled or extended by up to 12 months (depending on the length of the manufacturer's warranty), so long as the total warranty period does not exceed 48 months.

The table below shows how your Visa Business Card's Extended Warranty feature will benefit you:

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

What do you need to do?

To take advantage of this Extended Warranty you should:

- Keep all Visa Business Card purchase receipts and the original manufacturer's warranty
- Ensure the item has an original manufacturer's serial number.

Please note that:

- A \$50 excess applies on each claim you make under the Extended Warranty Policy, and claims cannot exceed \$10,000 in any year
- There are a number of exclusions, including motor vehicles and boats, items with a warranty period of more than 36 months, items with a purchase price of more than \$10,000 and used goods.

For more details and conditions, please refer to the Conditions of Use.

Extended Warranty cover is provided by American Home Assurance Company (New Zealand branch) (AHAC), a member of American International Group, Inc.

ELECTRONIC REPORTING

INTERNET BANKING

Downloading your Visa Business Card Transactions

To download your Visa Business Card transactions, you must be set up to use ANZ Internet Banking. Once set up, simply select your Visa Business Card from the Credit Cards menu on the Account Balances page and follow the prompts. Downloads are compatible with most accounting systems and software, including Xero, MYOB, CSV, Intuit Quicken, Microsoft Money, Excel and other spreadsheet packages.

For more information or assistance, please call us on **0800 269 296**, between 6am to midnight any day of the week.

CONDITIONS OF USE

These Conditions of Use are current as at **27 September 2018**.

This document is a legal contract between each of the Cardholder(s), the Principal(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 Principal(s), the Business and each Cardholder are bound by these Conditions of Use (as altered from time to time) as soon as either the Visa Business Card application form is completed and signed by the Principal(s) or any Cardholder has signed or used their Card.

1. DEFINITIONS

In this document, unless the context otherwise requires:

'ANZ Group' means ANZ Bank New Zealand Limited, and any companies owned by, or related to, us, including Australia and New Zealand Banking Group Limited.

'Air New Zealand' means Air New Zealand Limited.

'Airpoints Account' means the account established by Air New Zealand to record Airpoints Dollars™ earned, advanced and redeemed by a member of the Airpoints Programme.

'Airpoints Programme' refers to the loyalty programme operated by Air New Zealand.

'Airpoints for Business Programme' refers to Air New Zealand's loyalty programme for businesses.

'Airpoints Dollars™' is the registered trademark for a type of loyalty points offered by the Airpoints Programme, that are awarded in accordance with these terms and conditions and/or the Airpoints Terms and Conditions.

'Airpoints Terms and Conditions' means, as the context requires, the terms and conditions governing the Airpoints Programme published by Air New Zealand from time to time.

'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 ANZ Business credit card. In undertaking a Balance Transfer, funds from your Card are credited to another card account held by you which is not a ANZ account.

'Bank' means ANZ Bank New Zealand Limited.

'Business' means the entity, whether incorporated or unincorporated, which has applied for a Business Card account.

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

'Card' means ANZ Visa Business Card(s) issued to a Cardholder at your request.

'Cardholder' means the individual(s) in whose name a Card is issued (at your request) and who is authorised to transact on the Business Card account.

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

'Cash Advance Limit' means the limit selected by you and loaded against a Card where the Cardholder is not a Principal. The Cash Advance Limit determines the total amount, as a dollar value, of Cash Advances a Cardholder may make using their Card during the monthly statement cycle period.

'Chip' means the electronic microchip embedded on certain cards.

'Closing Balance' means the total amount owing on the Business Card account 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.

'Credit Limit' means the maximum amount that can be owing on the Business Card account at any one time. The credit limit for your Business Card account is determined by the Bank in its sole discretion.

'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 Touchtone, 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.

'Koru' means the programme operated by Air New Zealand to provide lounge services, other facilities and services for the use and benefit of members when they travel.

'Opening Date' means the first date of the statement period as disclosed in a statement.

'PIN' means the Personal Identification Number(s) issued to or selected by a Cardholder for use with a Card for EBS transactions.

'PLUS' is the registered trademark of Visa.

'Principal(s)' means:

- (a) Where the Business is a company, each of the directors severally and all of them jointly
- (b) Where the Business is a partnership, each of the partners severally and all of them jointly
- (c) Where the Business is a trust, each of the trustees severally and all of them jointly
- (d) Where the Business is a sole trader, the individual proprietor
- (e) Where the business is a limited partnership, each of the general partners severally and all of them jointly.

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

'Purchase' means a transaction where the Cardholder agrees to debit the Business Card account in exchange for goods or services, whether through EFTPOS, through a mail, telephone or internet transaction, by way of direct debit or otherwise.

'Status Points' means the points awarded by Air New Zealand in accordance with these terms and conditions and/or the Airpoints Terms and Conditions, which entitle Airpoints Programme members to attain a particular 'tier status' within the Airpoints Programme.

'Spend Limit' means the limit selected by you and loaded against a Card where the Cardholder is not a Principal. The spend limit determines the total amount, as a dollar value of Purchases, that a Cardholder may spend using their Card during the monthly statement cycle period (excluding Cash Advances).

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

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

'**You**' and '**your**' means the Business and, where relevant each of the Principals.

2. RECEIPT OF CARDS

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

You will need a PIN if you intend to use your Card at EFTPOS terminals or ATMs. To obtain a PIN, go to any ANZ branch where you can choose a PIN. You maybe asked for identification (such as a driver's licence or Passport) to allow you to do this. You cannot select an unsuitable PIN. These include:

- Birth dates
- Sequential numbers (e.g. 3456)
- Number combinations that may be easily identified (e.g. 1111)
- Parts of personal telephone numbers
- Parts of numbers sequentially printed on any card (credit or debit)
- Other easily accessible personal data (for example, drivers licence number or other numbers easily identified with you)
- Family, pet or street names
- Birth months.

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

The Card remains the property of the Bank at all times and you and each Cardholder 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)

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

At present, the Cardholder will require a four digit PIN for ATM and EFTPOS use.

Each Cardholder who is a Principal will also require a five digit PIN for Touchtone banking. For security purposes, the Principal must ensure that this five digit PIN does not resemble their four digit PIN used for ATMs and EFTPOS.

Important: Should the Cardholder write the PIN on their Card, keep a record of it with or near their 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 section 14 – “What happens if someone else uses a Card?”).

4. YOUR BUSINESS CARD ACCOUNT

We will maintain a Business Card account for you to which all Card transactions will be charged. A maximum of nine Cards may be issued to Cardholders on the application of the Business.

The Bank may accept instructions relating to the Business Card account from any Principal, or any employee of the business nominated by a Principal(s), and each Principal agrees to be jointly and severally liable to the Bank for any such instruction.

You agree not to use (or allow to be used) your Business Card account beyond the available credit limit that we have agreed.

Each Principal and the Business agrees to be jointly and severally liable for the repayment of all amounts owing in relation to the use of the Card(s), irrespective of whether any individual Principal ceases 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 make monthly statements available to you which will show all the Business Card account transactions.

If you've asked us to post your statements (addressed to the Business) they will be sent to the Business address shown on the Visa Business Card Application Form or to any other address notified to us by the Business or any Principal in writing. Otherwise, your statements will be available to view on your ANZ digital platform (for example ANZ Internet Banking or ANZ Direct Online). 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.

We will charge you such fees for operating your Business Card account as may be set from time to time and advised to you on the Fee Schedule for Visa Business cards.

5. OPTIONAL FEATURES OF YOUR BUSINESS CARD ACCOUNT

Your Business Card account will have one of four optional features, as selected by you on the Visa Business Card Application Form. The four optional features are:

- Airpoints™ Rewards option: the ability to earn Airpoints Dollars™ and other Airpoints Programme benefits in accordance with the ANZ Airpoints Visa Guide.
- CashBack Rewards option: the ability to earn CashBack Points in accordance with section 26 of these Conditions of Use
- Low Interest Rate option: a reduced interest rate applicable to Purchases, Cash Advances, fees and charges on your Business Card account
- Low fee option: up to 55 interest-free days on Purchases if you always pay the Closing Balance by the Due Date (the "Interest-free Days option"). Please see section 8 of these Conditions of Use for more information on interest charging.

You may elect to change the optional feature you have selected for the Business Card account at any time.

However, please note that:

- If you change from the CashBack Rewards option to either the Airpoints Rewards, Low Interest Rate or Low Fee option, all CashBack Points accrued to your Business Card account will be forfeited
- If you change from the Airpoints Rewards option to either the CashBack Rewards, Low Interest Rate or Low Fee option, your request will only take effect from your next statement cycle date. If you have changed to the CashBack Rewards option CashBack Points will begin to accrue on eligible Purchases from that date.
- If you change from the Low Interest Rate option to either the Low Fee, CashBack Rewards or Airpoints Rewards option, your request will take effect within 2-3 business days.
- If you change from the Low Fee, CashBack Rewards or Airpoints Rewards option to the Low Interest Rate option, your request will only take effect within 2-3 business days.
- If you change from the Low Interest Rate or Low Fee option to the CashBack Rewards or Airpoints Rewards option, your request will take effect within 2-3 business days. From that date CashBack Points or Airpoints Dollars will begin to accrue on eligible Purchases.

6. 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 14 days of the statement Closing Date for the Airpoints Rewards option, or within 25 days of the statement Closing Date for all other Visa Business options, 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.

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 Visa Business Card Fee Schedule, may be charged.

All payments by mail should be sent to ANZ Card Operations, PO Box 640, Wellington 6140 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.

7. TRANSFERRING A BALANCE FROM ANOTHER BANK'S CARD

Subject to lending criteria, the Bank may allow the Business to transfer the balance of another credit, charge or store card held in the name of the Business or a Principal with another bank or financial institution (the "Transferring Account") to a Business Card account.

The following conditions apply to Balance Transfers:

1. 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 accounts
 - From Transferring Accounts issued outside New Zealand
 - If the balance on the Business Card account has reached or exceeded 95% of the available Credit Limit Balance
 - If the Business Card account is in default
 - If the Transferring Account named in the application is in default at the time the application is received.

3. If the Balance Transfer you request will cause you to exceed the Credit Limit on the Business Card account, the Bank may process up to 95% of the limit on the Business Card account.
4. Subject to any special promotional offer, Balance Transfers are not eligible for CashBack Rewards or any other rewards programme.
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.

8. 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.

Interest

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 be charged 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 section 2 above will be charged 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 the daily balance of each Cash Advance or Balance Transfer you make, except to the extent the Cash Advance or Balance Transfer is made out of credit funds, from the date of the Cash Advance or Balance Transfer until the Cash Advance or Balance Transfer is repaid in full, taking into account any payments made to reduce the balance from time to time.
5. Interest will be charged on any interest and fees charged on a Cash Advance or Balance Transfer from the date the interest or fee is charged to your Business Card account until the date that it is paid in full.

Interest Rates

6. The current annual credit card interest rates are shown on each statement and may be changed by the Bank from time to time.
7. Subject to point 8 below, the interest rate applying to purchases will also apply to any fees, charges and previously billed interest charged to your Business Card account.
8. The interest rate applying to Cash Advances and Balance Transfers will also apply to any fees, charges and previously billed interest charged to your Business Card account where the fee, charge or previously billed interest relates to a Cash Advance or Balance Transfer (as applicable).

Calculation of interest charge

9. If interest is charged on your Business Card account it will be calculated on a daily basis at the Bank's applicable current daily interest rate (calculated by dividing the applicable current annual interest rate by 365). This interest will be charged to your Business Card account on the next Closing Date and may itself bear interest in accordance with these Conditions of Use.
10. 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.

9. MAKING PURCHASES

Cardholders should be aware that there are risks involved if they give their Card details and authorise transactions before they receive goods or services. Cardholders should be cautious when purchasing by phone, mail, over the Internet or in any situation where they are asked to disclose Card numbers and Card expiry dates in advance of the goods or services being received.

We recommend that you and/or the Cardholder read any contracts before supplying Card details and that you and/or the Cardholder are satisfied about matters such as the validity of the supplier, the terms of sale, their ability to deliver the goods or services, their exchange/refunds policy, the currency of sale, contact details and assurances they give about the security of Card details. In addition, you and/or the Cardholder should keep copies of order forms and receipts until the goods or services have been received.

10. LIMITS ON THE USE OF A CARD

Credit Limit

The Credit Limit for your Business Card account is specified in the confirmation letter sent to you before card issuing was completed. If more than one Card has been issued, your Credit Limit applies to all Cards combined.

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

Spend Limits and Cash Advance Limits

There are no Spend Limits or Cash Advance Limits for Cards issued to Principals. The Card may be used to access the full amount of the Visa Business Card account Credit Limit.

Cardholders who are not Principals may, at your request, have a Spend Limit and/or a Cash Advance Limit loaded against their Card. If you have requested Spend Limits and/or Cash Advance Limits, these will be specified in the confirmation letter sent to you before card issuing was completed.

Transaction Limits

For the Business Card account:

- There are no individual transaction limits for Purchases. Subject to any Spend Limits loaded against the Card, the Business Card account may be used up to the full amount of the Credit Limit
- In New Zealand the Card can be used at any ATM displaying the Visa or PLUS logo to obtain a Cash Advance of the lesser of the available credit, any Cash Advance Limit or up to NZ\$2,000 per 24 hour period, beginning at midnight
- Overseas the Card can be used at any ATM displaying the Visa or PLUS logo to obtain a Cash Advance of the lesser of the available credit, any Cash Advance Limit or up to NZ\$3,000 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.

11. USE OF A CARD

If a Cardholder uses their Card and PIN for an electronic transaction through an EFTPOS terminal or ATM, you give us the authority to debit the Business Card account with the amount of the transaction. You and each cardholder must ensure that all cards (including any Chip) are protected at all times from misuse, damage, destruction or any form of unauthorised use. 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.

If a Cardholder uses their Card outside New Zealand, transactions will be charged to the Business Card account in New Zealand dollars at a rate of exchange fixed by the Bank (see section 22 "Overseas Card Use").

When a Cardholder uses their Card in conjunction with a PIN, you give the Bank the authority to debit the Business Card account with the amount of Purchases, transfers or cash withdrawals, or to divulge the balance of the Business Card account without further verification or authentication. These transactions are irreversible.

12. 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.

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

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

You or a Cardholder may contact any branch of ANZ, or ANZ Card Operations as follows:

Freephone 24 hours, 365 days	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 a Cardholder loses their Card outside New Zealand, you or the Cardholder should report it to the Bank through ANZ Visa Global Customer Assistance Service. In New Zealand call **0508 600 300**, from overseas call collect **+1 303 967 1090** or contact the nearest Visa member bank, and confirm the loss in writing to the Bank within a reasonable time.

14. WHAT HAPPENS IF SOMEONE ELSE USES A CARD?

Provided that you or a Cardholder notifies us within a reasonable time period that a Card has been lost or stolen, or the 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:

- A Cardholder negligently or recklessly disclosed their PIN, for example, by failing to take reasonable care to prevent others from identifying the 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 the Cardholder has kept it in a form that can be readily identified as a PIN

- A Cardholder has 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)
- A Cardholder has disclosed their PIN to anyone, whether family or those in apparent authority including bank staff
- You or a Cardholder has unreasonably delayed notifying us that the Card has been misplaced, lost or stolen, or that the PIN has been disclosed
- You or a Cardholder has acted fraudulently
- A Cardholder has parted with their Card or allowed someone else to use their Card
- A Cardholder has failed to reasonably safeguard their Card.

In the event that you or a Cardholder has 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 Cardholder(s), the Principal(s) 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). If available, a copy of the transaction record should also be supplied.

The Bank will report to you within 21 days. Should the investigation 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 a Principal, 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 a Card issued to a Cardholder who is not a Principal is no longer required, cut it in half and return both halves to the Bank.

To close the Card of a Principal, the instruction of that Principal is necessary, plus the return to the Bank of that Principal's Card. The Principal whose Card is being closed will still be liable for the Business Card account.

If the Principal whose Card is being closed no longer agrees to be jointly and severally liable for the transactions on the Business Card account once their Card has been closed, you will need to cancel the Business Card account.

To cancel the Business Card account, the instruction of only one Principal is necessary, plus the return to the Bank of all Card(s). Cancellation does not affect your liability for transactions initiated prior to cancellation.

The Bank may cancel your Business Card account at any time without notice or refuse to renew or replace any Card(s).

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 Business 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 your Business Card account. Failure to cancel these transactions may result in valid transactions being applied to your Business Card account after closure date. This Agreement will be at an end where:

- The Business is a company, the Business is insolvent or is placed into receivership, liquidation, statutory management or administration of any kind, or
- The Business is not a company, any individual Principal dies, is insolvent or becomes subject to any proceeding under the Insolvency Act 1967 or the Insolvency Act 2006, including bankruptcy or the No Asset Procedure.

Under tax laws, the Bank may need to refuse to let you or a Cardholder make a transaction or may close the Card or Business Card Account if the Bank has not received a declaration or complete and accurate tax residency information about you or anyone who owns or controls you if you are an organisation, or if we believe any declaration or information is incomplete or inaccurate. The Bank will not be responsible for any losses you or

anyone else incurs because the Bank has refused to complete any transaction or the Bank has closed any Card or Business Card Account for those reasons.

19. USE OF INFORMATION

Any information received from you will be securely held by the Bank and (where applicable) 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).

The Bank may disclose information about you to the ANZ Group, 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 the ANZ Group and credit reference agencies for the above purposes.

You agree the Bank can:

- Collect, use and disclose information about you to comply with any laws in New Zealand or overseas applying to the Bank or the accounts, products or

services the Bank provides to you. You agree to give the Bank that information if the Bank asks you for it; and

- 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; and
- Give information about you to ANZ Group or any government authority in New Zealand or overseas. The Bank can give information about you to help the Bank comply with laws in New Zealand or overseas or to help the Bank decide what the Bank needs to do to comply with the law in New Zealand or overseas.

Without limiting the above, 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 reasonably believe that the disclosure will assist in the investigation, detection and/or prevention of fraud or other criminal offences, such as money laundering.

The ANZ Group is subject to anti-money laundering and terrorist legislation in force in New Zealand and other countries. You agree to provide all information to the ANZ Group 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 the ANZ Group 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 the ANZ Group 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 of Use 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(s) and Phone Banking. The Bank may debit any such fees or charges relating to the Business Card account to that account.

22. OVERSEAS CARD USE

Optional service

As an additional optional service, a Cardholder may choose to use their Card with Visa affiliation in ATMs outside New Zealand that display the Visa or PLUS logo and at merchants accepting Visa transactions. Fees apply for this service as explained below.

Exchange rate selection

When a Card is used outside New Zealand, the transactions will be converted into New Zealand dollars at a rate of exchange set by Visa. Visa set foreign currency exchange rates from a range of wholesale rates available to them (the rates set may differ from the rate Visa itself receives) that are applicable at the processing date of the transaction.

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 Visa.

Foreign currency conversion

At the discretion of Visa, Visa transactions will either be converted directly from the currency in which the transaction was made to New Zealand dollars, or will firstly be converted from the currency in which the transaction was made 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 Visa foreign currency transactions debited from your Business Card account.

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

ANZ applies a currency conversion charge to Visa foreign currency credit transactions. In the case of refunds, the currency conversion charge applied to the original debit transaction is not refunded.

Further details of the charges are contained in the Visa Business Card Fee Schedule.

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

Edna's Store Florida (USD 100.00 @ 0.500) (205.00)
(Incl Currency Conversion Charge – \$5.00)

Use of a 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.

23. 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 your Business Card account under that same date if it is a banking day, but otherwise under the date of the next banking day.

24. REPLACEMENT CARDS

We will send all replacement Cards to your Business address. If the current Card has been lost, stolen or damaged, a new Card will be issued to the Cardholder should you request us to do so. The Bank may charge a replacement fee for lost or damaged Cards.

25. PHONE BANKING (AVAILABLE TO PRINCIPALS ONLY)

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

Phone Banking may be used by you 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 Business Card 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 Business Card 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 Touchtone

at any time or for the failure or delay in providing access to Touchtone 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 Touchtone 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.

26. AIRPOINTS REWARDS

This section only applies if you have chosen the Airpoints Rewards option for your Business Card account. The terms and conditions applying to Airpoints Rewards are set out in the ANZ Airpoints Visa Rewards terms and conditions. When you first use your Visa Business Card with Airpoints Rewards option, you accept and are bound by the ANZ Airpoints Visa Rewards terms and conditions at anz.co.nz/bizairpoints.

Earning and redeeming Airpoints Dollars and your participation in the Airpoints for Business Programme are subject to the Air New Zealand Airpoints for Business programme terms and conditions which can be found at www.airnewzealand.co.nz/airpoints-for-business-terms-and-conditions.

Taxation Implications

ANZ recommends that you obtain independent tax advice to ensure that you understand any potential tax (including fringe benefit tax) implications related to your earning and use of Airpoints Dollars or other Airpoints benefits under the Airpoints for Business Programme. You acknowledge and agree that you will be liable and responsible for any taxes that arise in connection with your participation in the Airpoints for Business Programme. You indemnify and will keep ANZ indemnified against any taxes arising from your participation in the Airpoints for Business Programme.

27. CASHBACK REWARDS

This section only applies if you have chosen the CashBack Rewards option for your Business Card account. The following definitions apply when used in these Conditions of Use:

'CashBack Point' means a point which is earned in association with the CashBack Rewards programme under these Conditions of Use.

'CashBack Rewards' means a reward which is based on the amount spent on your Business Card account, as set out in this section 26 of these Conditions of Use ("CashBack Rewards").

'Eligible Purchases' or the purposes of CashBack Rewards means all Purchases made on your Business Card account excluding cash advances, balance transfers, interest, fees, government charges including tax payments and child support payments, the purchase of cash substitutes (such as travellers cheques), gambling transactions or transactions resulting from returned purchases or disputed transactions.

'Year' for the purposes of CashBack Rewards means the 12 months commencing on the date of your first transaction on your Card account and each subsequent 12 month period thereafter.

The following conditions apply to CashBack Rewards in addition to the other Conditions of Use for your Business Card account (in the event of a conflict these specific conditions prevail).

Earning CashBack Rewards

- You will earn one CashBack Point for every dollar spent on Eligible Purchases on your Business Card account during the year commencing on the date of the first transaction (either a Purchase or a Cash Advance) on your Business Card account. Points for foreign currency will be awarded based on the New Zealand dollar value of the transaction after conversion.

- Where you receive a credit to your Business Card account as a result of a refund or reimbursement for charges previously incurred (for example, for returned goods or services) the Bank may reverse any CashBack Points previously credited for that Purchase.
- You need to earn a minimum of 5,000 CashBack Points in any Year before you become eligible for a reward on your Business Card account. If you do not reach the qualifying minimum number of CashBack Points earned you will not receive a reward for that Year.
- The reward amount is a percentage of the number of CashBack Points earned for the Year. It is based on the following scale:

CashBack Points Earned for Year	Reward Rate
5,000 – 9,999	0.5%
10,000+	1.0%

For example:

Total CashBack Points	CashBack Reward
5,000	$5,000 \times 0.5\% = \$25.00$
12,000	$12,000 \times 1.0\% = \$120.00$
35,000	$35,000 \times 1.0\% = \$350.00$

Crediting CashBack Rewards

Your CashBack Reward will be credited to your Business Card account on the date of your next statement following the anniversary of the date of the first transaction on your Business Card account. Details of this amount will appear on this statement. On each anniversary date CashBack Points earned for the previous Year are cleared and Eligible Purchases after that date earn CashBack Points for the following Year. On the termination or closure of your Business Card account any CashBack Points are forfeited.

General

- CashBack Points are not property, cannot be transferred or assigned and do not have any value other than for the purpose of calculating any reward under CashBack Rewards.
- The Bank reserves the right to amend or withdraw CashBack Rewards at any time. The Bank will not be liable for any direct or indirect loss you suffer through the withdrawal of CashBack Rewards.
- The Bank reserves the right to suspend or cancel the earning of CashBack Points or the crediting of a reward, or to forfeit CashBack Points earned, if at any time you breach these Conditions of Use (including without limitation, exceeding your credit limit or failing to make repayments when due).
- The Bank will use reasonable endeavours to notify you of CashBack Points earned by recording details on your monthly statement for your Business Card account.

The Bank will not be liable for errors or omissions and reserves the right to correct errors due to the incorrect crediting or debiting of CashBack Points.

28. EXTENDED WARRANTY

The Bank has arranged for Extended Warranty cover to be provided by American Home Assurance Company ('Insurer') to Visa Business Cardholders.

Policy:

The Extended Warranty will cover any breakdown or failure of an item purchased using a Card provided that the original manufacturer's warranty would have covered that breakdown or failure, and that the original manufacturer's 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

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. Items paid for using a Cash Advance from a Card.

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

6. Bodily injury, property damages, consequential damages, punitive damages, exemplary damages and attorneys' fees
7. 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
8. Any costs related to problems or malfunctions caused by unauthorised modifications or failure to follow the manufacturer's installation, operation or maintenance instructions

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 \$50 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 Card receipts, store receipts and the original manufacturer's warranty. If you have an Extended Warranty claim call **0800 927 726** 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 within 45 days of learning of the occurrence giving rise to the claim. Failure to give such notice within 45 days may result in denial of the related 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.

29. VISA LIABILITY WAIVER INSURANCE

Visa Liability Waiver Insurance is only available for unauthorised transactions if the Cardholder is not a Principal.

Activating Visa Liability Waiver Insurance

Should you discover unauthorised charges, you must take the following steps to activate the Visa Liability Waiver Insurance.

1. Deliver or send to the employee a written notice, stating that the Card will be cancelled and that the employee should immediately discontinue all use of the Card.
2. Make every effort to retrieve the Card from the employee.

3. Request a 'Visa Liability Waiver Insurance – Card Cancellation Form' from an ANZ Business Specialist, and complete it stating:
 - That the Business requests waiver of charges and cancellation of the Card
 - The Cardholder's name, Card number and last known home address
 - Whether the Card has been retrieved from the Cardholder. If the Card has been retrieved from the Cardholder, cut it in half and return it to the Bank with the Cancellation Form.
4. Send the Card Cancellation Form, together with a copy of the notice given to the employee, by registered mail within 14 days of discovering the loss to:

Card Operations – Commercial Cards, ANZ,
PO Box 40, Wellington 6140.
5. Utilise any monies held for or on behalf of the employee to avoid or reduce any claim where you are legally entitled to do so.

ANZ will send you a Claim Form to complete.

Claims procedure for Visa Liability Waiver Insurance

If you have activated Visa Liability Waiver Insurance and sent the 'Visa Liability Waiver Insurance – Card Cancellation Form' to the Bank, a claim form will be sent to you to be completed.

The completed claim form, and all information and evidence relating to the claim, must be sent within 30 days of notifying the Bank to the underwriter's agent:

International SOS Assistance, Sixth Floor,
Landmark House, Hammersmith Bridge Road,
London W6 9P United Kingdom.

The underwriters, JLT Risk Solutions, will make payment of any unauthorised charges within the terms of the policy to ANZ Card Operations who will arrange payment to your Business.

Unauthorised charges will not be met where the charges are:

- Billed more than 75 days prior to the date when you discovered the loss
- Not notified to ANZ Commercial Cards using the Visa Liability Waiver Insurance – Card Cancellation Form within 14 days of you discovering the loss
- Incurred but not billed at the date of you discovering the loss or up to 14 days after the Bank receives a request to cancel the affected Cardholder's Card, whichever occurs earlier, or
- Discovered more than 75 days after this policy or your insurance ends, whichever occurs earlier.

The instructions and information set out above are for general guidance and do not purport to be full possible descriptions.

If you require further information on the Visa Liability Waiver Insurance policy please contact ANZ Card Operations – Commercial Cards.

This policy is underwritten by:

JLT Risk Solutions Limited, Jardine House,
6 Crutched Friars, London EC3N2PH, England.

30. CONTACTLESS TRANSACTIONS

Visa payWave enables transactions to be made using an ANZ Visa Business card at financial institutions and Merchants. Transactions undertaken using Visa Paywave 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 your Business Card Account; they cannot be charged to any other transactional accounts.

FEE SCHEDULE

Visa Business Card

Standard Fees	
Visa Business Card Account Fee	
Airpoints™ Rewards option	\$145 per annum
CashBack Rewards option	\$95 per annum
Low Interest Rate option	\$70 per annum
Low Fee option	\$40 per annum
Extended Warranty excess on each claim	\$50

Additional Card Fee (per additional Visa Business Card issued)	
All options	\$10 per annum

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

FEE SCHEDULE (CONTINUED)

Optional Service Fees	
Currency Conversion Charge (Applies to foreign currency transactions)	2.5% of the \$NZ amount
Cash Advance Fee (on Credit and Debit Balances)	
In New Zealand	
ANZ and non-ANZ ATMs	No charge
Staff Assisted	\$3
Overseas	
Overseas ATM and Staff Assisted (Applies to all credit card transactions) If you do a cash advance overseas using an overseas ATM or over the counter, the bank or financial institution may charge you a fee. Currency conversion charges will also apply.	No charge

