

**Posted Online:** 13 July 2016

**Effective:** 28 July 2016

Loaded<sup>TM</sup> for Travel cards are issued by Kiwibank Limited and are only offered in New Zealand.

For the purposes of these terms and conditions, "We" means Kiwibank Limited and our successors, assignees and authorised agents. "Our" and "Us" have corresponding meanings. "You" means the person named on the primary card. "Your" has a corresponding meaning. Additionally, throughout these terms you will see words in bold. These have specific meanings defined in section **22**.

Our agreement with you also includes Kiwibank's general terms and conditions. These can be found at [kiwibank.co.nz](http://kiwibank.co.nz). If there is any conflict between **these terms** and Kiwibank's general terms and conditions, **these terms** will take priority.

By purchasing, signing or using your card, you accept these terms, together with our current fees and limits. Be sure to keep up to date with any changes by checking the "Fees and Limits" section of the **card website** periodically.

## 1. Ownership

We hold the **available balance** for you, the individual named on the primary **card**. The **card** remains our property. You must return your **card** to us or destroy your **card** if asked to do so by us, in which case you can obtain a refund of your **available balance** as described in section **4**.

## 2. Fees

We will charge fees for the **card** and any related services we provide, and will deduct those fees from your **available balance**. The fees are set out in the "Fees and Limits" section on the **card website**. The fees are subject to change however, so please check the **card website** to keep up to date.

Banks, financial institutions and merchants may charge you fees for using their ATMs, EFTPOS terminals or other payments services. This may include their own separate international transaction fees. You are responsible for checking what third party fees apply before you authorise a transaction. We may be able to recover these fees for you if you successfully dispute the transaction (see section 16), but we aren't ourselves responsible for any of these amounts.

### 3. Updates to these terms

We may change any of **these terms**, and/or the fees, by giving **notice** at least 14 days before we make a change. We don't give notice of changes that are subject to market fluctuations, for example **exchange rates**.

However, we will give **notice** not less than 90 days before making any change to **these terms** (as distinct from the fees) that materially increases your obligations to us, or has a material adverse impact on your ability to access and spend the **available balance** on the **card**.

We can change **these terms** at any time, by giving **notice**, where our reason for making that change is to enable us to comply with law or rules of Visa or any other card scheme

Our changes to **these terms** and/or the fees will never be applied retrospectively, so if you do not want to accept a particular change, simply contact us during the notice period to arrange the closure of your **card** account and the refund of your **available balance** (see section 4).

Maximum and minimum transaction limits are not part of **these terms**. We can change these amounts by giving **notice** before we make a change, but no minimum notice period is required.

When notice is required, we will give notice through any of the methods set out in section 3 of Kiwibank's general terms and conditions or by displaying a notice on the Loaded for Travel website, [loadedfortravel.co.nz](http://loadedfortravel.co.nz).

## 4. Refunds and card closures

You can obtain a refund of any unused **available balance** on your **card** by calling the **customer service number** or downloading a form from the **card website**. Except where your **card** is suspended, any refund will be made by us not later than two business days after your request. Any fees or other amounts owed by you to us in connection with the **card** will be deducted from your **available balance** before the refund is made. Refunds are in NZD only. Amounts refunded from foreign currency **wallets** will be converted to NZD at the **exchange rate** on the day of refund.

## 5. No interest

There is no interest payable to you on any of your **wallet** balances.

## 6. Loading and reloading your card

The currently available currencies for Loaded™ for Travel card are listed at the **card website**. All amounts loaded must be paid for in NZD. When loading to a foreign currency **wallet**, amounts will be converted at the **exchange rate**.

To load money onto your card you can:

- Use Kiwibank internet banking (if you're a Kiwibank customer). Loading this way is instant.
- Load money at a PostShop. Loading this way is instant.
- Use the 'Bill payments' option in your internet banking (if you're not a Kiwibank customer). Loading this way can take up to two business days.

For more details, please refer to the "Fees and Limits" section on the **card website**.

Note, the **exchange rate** of the day will apply to transfers between **wallets**.

## 7. Currency conversion

We may apply our exchange rates and/or international transaction fees as follows. These can be viewed at [loadedfortravel.co.nz](https://loadedfortravel.co.nz)

- If you spend in the one of the currencies supported by the Loaded™ for Travel card and the amount of that currency loaded on your card is enough to cover your transaction (including fees), none of our **exchange rates** or international transaction fees will apply.
- If you spend in one of the currencies supported by the Loaded™ for Travel card, but you don't have enough money in the **wallet** for that currency, then we will check your other currency **wallets** in a set order (see the **card website** for details). Where a single **wallet** has enough money for your transaction, our **exchange rate** of the day will apply and the amount will be transferred from that **wallet** to the **wallet** in the required currency.
- If you transfer money between wallets on your card, you will be charged our **exchange rate** of the day.
- If you spend in a currency other than those supported by the Loaded™ for Travel card and you have enough money in your NZD **wallet** to cover the transaction, an international transaction fee will be charged based on the transaction amount, and the exchange rate set by Visa will be used to convert the transaction amount to NZD and deduct this from your NZD **wallet**.
- If you spend in a currency other than those supported by the Loaded™ for Travel card and you do not have enough money in your NZD **wallet** to cover the transaction, the amount will come out of the next available wallet with sufficient funds, based on our set wallet order (see **card website** for details). In this case, the transaction amount will be converted twice; first to NZD, then to the currency of the relevant wallet. For the first conversion, an international transaction fee will be charged based on the transaction amount, and the exchange rate set by Visa will be used to convert to NZD. For the second conversion, our **exchange rate** is used to convert from NZD into the currency of the relevant **wallet**.

- When Kiwibank converts foreign currency into NZD, or converts NZD into foreign currency, or converts one foreign currency into another, Kiwibank makes money on the conversion.
- For more details about our fees, please refer to the “Fees and Limits” section on the **card website**.

## 8. Limits on card use

We set total maximum limits for your transactions in New Zealand and overseas in any day or 24-hour period. For full details see the **card website** under “Fees and Limits”.

You cannot:

- use your **card** in “zip-zap” machines (manual imprinters)
- use your **card** for some taxis, for gambling and for some services where an online merchant requires that your identity is authenticated against the details stored on your card
- stop the payment of any purchase you make with your **card**

You must not:

- knowingly authorise any transaction that is greater than your **available balance**
- use your **card** if your **available balance** is less than any amounts owed by you to us in connection with the **card**
- use your **card** at bottle shops or bars or to purchase ‘adult’ type services if you’re under 18
- use your **card** where you become aware that part of the **available balance** has been loaded by mistake (and you must promptly notify us if this occurs).

## 9. PINs and passwords

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

## 10. Mandatory precautions

You must:

- memorise your **PIN or password**, and not keep any record of them;
- take extra care when keying in your **PIN or password** to make sure that no-one else can see it;
- only log in to the **card website** by using a bookmark or typing the **card website** address into your browser;
- promptly change your **PIN or password** as soon as you discover that another person knows (or might know) your **PIN or password**;
- promptly provide us with all available information relating to the loss or theft of your **card**, the unauthorised use of your **card**, and any incident where you have reason to believe that your **card** details have been compromised; and
- provide us with all necessary assistance that you are reasonably able to provide to recover any unauthorised amount withdrawn or paid from your available balance.

You must not:

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

## 11. Exceeding your available balance

The way that certain merchants charge or process payments can sometimes result in a charge on the **card** which exceeds the **available balance**, without the **card** declining. Examples include hotels and car rental agencies. You can guard against this by checking your **available balance** regularly, and confirming with merchants (before you authorise a transaction) what they can charge on the **card**. Additionally, you should also be aware that merchants may authorise an amount on your card as a hold on funds which will affect your available balance until this amount is released by the merchant.

Where a merchant does charge an amount to the **card** that exceeds the **available balance** and we are required to honour the transaction, you must pay us the excess immediately. The same applies if you knowingly spend amounts that we have mistakenly loaded on the **card** in excess of what you have paid to us for that purpose.

In both cases, the outstanding amount is not a loan, and will not accrue interest. We may contact you at your last known mailing or email address to inform you of the excess or use any contact method for which we hold your relevant information to get in touch with you (for example by phone or TXT), and if you do not pay within 30 days of our message, we can also recover from you any costs that we incur for the purpose of collecting or enforcing the outstanding amount, including legal fees, court costs and debt collection charges.

For similar reasons, individual **wallets** can sometimes go into negative balance, even when there are funds loaded in other **wallets**. In this situation, we will be entitled to correct the negative balance by debiting other **wallets** on your **card** in the set wallet order (see website for details) in which case our **exchange rate** of the day will apply.

## 12. Expired cards

Your **card** will expire on the expiry date printed on the front of your **card**. You must destroy and not use any expired **card**. We will generally issue you a new **card** automatically one month prior to expiry.

If there is an unused **available balance** on your **card** at the time your **card** expires, that unused **available balance** will remain yours. We will transfer the balance to the new card.

## 13 . Lost or stolen cards

If your **card** has been lost or stolen, or if the details on your **card** have or might have been disclosed to an unauthorised party, you must notify us immediately by calling the **customer service number** otherwise you may be liable for any unauthorised transactions on your **card**. We will issue you a new **card** on request, in which case a card replacement fee will apply.

Once you have advised us that your card has been lost, stolen or compromised, you will not be liable for any unauthorised transactions on your **card** that occur after it is lost, stolen or compromised, except where you have acted fraudulently or negligently, or where you have contributed to the unauthorised use of your **card**, for example (but without limitation) by failing to take the precautions described in **these terms**, or unreasonably delaying notification to us after becoming aware that your **card** has or may have been lost, stolen or compromised.

In any case, even where you are liable for unauthorised transactions on your **card**, your liability for unauthorised transactions will never exceed the **available balance** at the time you notify us that it has been lost, stolen or compromised.

## 14. Suspension/Cancellation

We may cancel or suspend your **card** if we think there is a good reason to do so. We will ensure that the exercise of our rights to cancel or suspend does not go beyond what could be expected from a reasonable and prudent registered bank in New Zealand. This might include if:

- you have breached **these terms**
- we have reason to believe that another may have an interest in the **available balance**
- we believe on reasonable grounds that your **card** is being used to facilitate fraud, money laundering or other criminal offences
- where multiple transactions on the **card** are declined in short succession.

In the situations specifically listed above, we need not give any notice before cancelling or suspending your **card**. In any other situation, we will give not less than 14 days' prior **notice**.

We may also block or delay payments to or from your **available balance**, without your permission and without notice, if we are required by law to do so or if we believe on reasonable grounds that the payment involves some form of fraud, money laundering or other criminal offence.

We will give **notice** as soon as reasonably practicable after cancelling or suspending your card, unless prohibited by law. Where we have suspended your **card**, we will lift the suspension promptly if and when the matter has been resolved to our reasonable satisfaction, but until then we may choose to cancel the **card** at any time.

If we do cancel the **card** for any of the reasons above, you can obtain a refund of the **available balance** by calling the **customer service number**, and we will not charge a card closure fee. However, where we cancel for your breach, fraud, negligence or other wrongdoing, the card closure fee will apply, and we may also deduct from the **available balance** any loss that we reasonably consider we are entitled to recover from you for that breach, fraud, negligence or other wrongdoing. If you do not agree with our determination of any loss recovered on the basis of this provision you may dispute the recovery by contacting us. If your dispute is successful the sums recovered (or part thereof, depending on the outcome of the dispute) will be refunded to you.

We may pay all or part of the available balance to a third party pursuant to a court order or other lawful requirement, in which case we are not liable to you for that amount.

## 15. Mass cancellation

We can also cancel your **card** as part of a general withdrawal from the market. In such cases we will give you at least 90 days' notice before cancelling your **card** unless we are prevented from doing so by law. If we cancel your **card** for this reason we will refund you for any unused balances. Refunds are in NZD only. Amounts refunded from foreign currency **wallets** will be converted to NZD at the **exchange rate** on the day of the refund.

For the avoidance of doubt, except where **these terms** say otherwise, you can ask us to cancel your card at any time. To do this, please call the **customer service number**. (See section 4 for details about any refund that you may be entitled to).

## 16. Disputing transactions

Instructions for disputing a transaction are on the **card website**. You are responsible for checking your **available balance** and transactions for any disputed transactions. You must tell us within 60 days from the day on which a disputed transaction occurred. If you don't report it within this timeframe we cannot reverse the withdrawal or purchase and you may have to pay for it.

You cannot stop the payment of any purchase made with the **card** by you or with your permission. You cannot dispute a transaction if you change your mind about a purchase or withdrawal, or make a mistake in a purchase or withdrawal. You can dispute a transaction if you have a dispute with the merchant about the quality, non-delivery or late delivery of the goods or services.

## 17. Your personal information

### Privacy

We will comply with all privacy laws and rules of banker's confidentiality that apply to us. You agree that we may collect personal information from you or any other person who can provide us with information that is of relevance to the activities permitted under **these terms**. We may provide your personal information to third parties to check the accuracy of the information.

### Collection and use of information

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

- setting up, operating or maintaining your **card**
- providing services requested by you
- administering our relationship with you
- seeking your feedback on our products and services
- performing our obligations to you
- enforcing your obligations to us (including collection of amounts owing)
- conducting market research for the purposes of our business
- providing you with special offers and information about Loaded™ for Travel and other products and offers we think might be relevant to you. We may do this by email, TXT message or other electronic or physical method. Through acceptance of **these terms** you consent to us communicating with you in this way. If you ask (or have asked) us not to send you this material, we will comply with your request and only continue to send you service messages and material.

Where we send you messages by TXT message, then unless the message specifically asks you to reply, please do not reply, as doing so may incur a cost charged by your mobile phone provider which we are not responsible for. Unless we want you to reply, we will always include an instruction reminding you not to reply. Where the message specifically asks you to reply, we will have in place arrangements so that the cost of the reply is not charged to you.

## **Agents, contractors, franchisees and/or distributors**

We may appoint third party agents, contractors and/or distributors, and disclose personal information about you to them, for the “permitted purposes” listed above. These third parties will also operate in accordance with **these terms**. These third parties may include members of the New Zealand Post Group and their franchisees.

## **Accuracy of information**

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

## **Releasing information**

If we are asked to provide personal information about you to another person, we will only do so in accordance with **these terms**, or with your prior consent, or where we reasonably believe this is required by law.

## **You consent to us giving your personal information to:**

- our agents, contractors and/or distributors, but only for the “permitted purposes” listed above;
- the police, governmental agencies or other banks and financial institutions, if we believe that this will assist the investigation, detection and/or prevention of fraud, money laundering or other criminal offences, or as required by law;
- our assignees or potential assignees, so long as they receive the information on a confidential basis; and
- any organisation we engage to assist us in collecting any money from you (these organisations may also retain your personal information on their general files, which may be used to provide credit checking and/or debt collection services to their other clients).

## **Recording phone conversations and use of the card website**

For security, training and evidentiary reasons, we may record your use of the **card website**, and/or any phone conversations you have with us on any matter, either through the **customer service number** or directly with us.

## **18. Limits on our liability to you**

Our liability to you under or in connection with the **card** will be limited to the **available balance** on your **card**. We will not be liable to you in connection with the **card** for any indirect or consequential loss, or any loss of profits, cost savings, opportunity or reputation, regardless of the cause. These limitations and exclusions apply to all forms of liability (whether in contract, equity, negligence or otherwise), except to the extent that we cannot lawfully exclude or limit that liability by contract.

## **19. Dealings with your card**

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

## **20. General provisions**

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

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

You must comply with New Zealand law (and the laws of any other country that apply to you) when using your **card**. This includes laws prohibiting money laundering or financing of terrorism, or prohibiting dealing with certain countries, people, or types of businesses.

## 21. Offered in New Zealand only

Loaded™ for Travel cards are only available for purchase by persons in New Zealand and are not offered to any person outside New Zealand (and by purchasing a Loaded™ for Travel card you represent to us that you are in New Zealand and not in any other jurisdiction).

## 22. Glossary

**available balance:** the combined available balance of funds in **wallets** on your **card**.

**card:** both of the prepaid, reloadable travel cards issued by us to you and carrying the “Loaded™ for Travel” brand. This includes the information contained on the magnetic strip.

**card website:** [www.loadedfortravel.co.nz](http://www.loadedfortravel.co.nz)

**customer service number:** the 24-hour, 7-days a week toll-free phone number: **0800 825 335** overseas **+64 4 471 0222**.

**exchange rate:** in relation to each relevant currency, the foreign exchange rate of the day as determined by us for the purposes of the card (subject to change without notice).

**notice:** announcing something by any one or more of the following: notice on the **card website**, mail or message to your last known address, mobile phone number or email address.

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

**PIN:** the personal identification number combination you must input before using your **card** or when accessing the automated phone service available at the **customer service number**.

**these terms:** the terms and conditions contained in this document (as changed, updated or replaced from time to time).

**wallet:** a sub-account on your **card** for a particular currency.

# Loaded™ for Travel card fees and limits

Fees and limits are current as at 28 July 2016 and are subject to change. You'll find the latest version and full details of all fees and limits at [loadedfortravel.co.nz](http://loadedfortravel.co.nz).

## Fees (NZD)

Load fee	Free
International transaction fee	Free for all supported currencies 2.50% for unsupported currencies
Domestic ATM cash withdrawal fee	\$2
International ATM cash withdrawal fee	\$6
Withdrawal at branch fee	\$6
ATM balance enquiry fee	\$1
Inactivity fee	Free
Card replacement fee	
Standard delivery within New Zealand	\$10
International delivery	\$50
Disputed transaction fee	\$15
<i>This fee won't be charged if the disputed transaction is upheld</i>	
Set up fee	\$20
Closure fee	Free

## Limits (NZD)

Maximum amount for withdrawals from ATMs, banks or financial institutions	NZD equivalent \$1,000 per withdrawal and total of \$2,500 per day
Maximum amount for purchases	NZD equivalent \$5,000 per day
Maximum amount for withdrawals and purchases combined	NZD equivalent \$5,000 per day
Maximum available balance	NZD equivalent \$50,000
Maximum load/reload balance	NZD equivalent \$10,000 per load/reload per day
Minimum first load amount	No minimum first load amount

## Other important information:

- Take both **cards** with you when you travel but keep your two Loaded™ for Travel **cards** in separate places
- For online purchases and bookings only use reputable websites
- Check your balance and statement regularly and immediately report any errors or transactions that you didn't make
- Always keep your **card** in sight when making transactions, and get the **card** back
- If you think anyone else knows your **PIN**, then change it straight away
- If you need others to reload your **card**, give them your 12 digit substitute **card** number
- Know where your **card** is at all times and don't leave it unattended
- Report the loss or theft of your **card** as soon as you are aware of it
- Be careful of providing your **card** details or allowing a transaction to be processed in advance of receiving goods or services. If you don't receive them, or if you're not happy with them, it may not be possible to reverse the transaction.

### When using an ATM:

- Be alert to anyone loitering or offering assistance
- Look out for suspicious devices attached to the ATM and if in doubt do not use the ATM
- Report lost/stolen cards to us immediately to avoid any potential loss.

### Card authorisations and holds

As with credit **cards**, some merchants such as hotels and car rentals may check that you've got enough money in your account before you pay the final bill – this is called a '**card** authorisation'. If a merchant requests authorisation, some of your **card** balance is placed on hold for the future transaction. This means the money available for you to spend is different from your actual current balance, until the transaction is finalised and processed. **Card** authorisation requests can hold the money in your account for up to 7 days

Some businesses may also put a 'hold' on your funds (e.g. for a bond on a rental car) which means you can't use that money until they release it. We recommend that you check with the business on how they may charge your **card** before you make a purchase. If you believe the 'hold' should have been released then you may want to contact the business or call us and we may be able to help.