



Internet Banking Terms and Conditions

Please read this document carefully to ensure you understand it. The New Zealand Firefighters Credit Union (Credit Union) is happy to explain anything that is not clear.

Please note that if you use a New Zealand Firefighters Credit Union account or service, that is taken to mean you agree to the applicable terms and conditions in this document.

The New Zealand Firefighters Credit Union is subject to the Friendly Societies and Credit Unions Act 1982.

The New Zealand Firefighters Credit Union is proud to be a credit union and not a registered bank.

INTRODUCTION AND DEFINITIONS

These terms and conditions are a contract between you and the Credit Union. You should read these terms and conditions carefully as they place certain requirements and liabilities on you.

If you believe that your password has become or may be known to anyone other than yourself you must notify us immediately.

For any queries call us on 0508 613 328.

In these terms and conditions:

- **account** means an account you have with us which is accessible by Internet Banking.
- **account owner** means a person who has an account in their own name or, if in joint names, in respect of which we may act on the instructions of any one or more of them.
- **banking business day** means any day other than a Saturday, Sunday or public holiday.
- **password** means a character case sensitive alphanumeric password for use in relation to the service.
- **service** means the banking service we make available through the internet network to enable you and us to receive and transmit information electronically and undertake transactions on your account.
- **we, our** or **us** means the Credit Union and includes our directors, officers and employees and our agents and representatives and references to our or us have similar meaning.
- **you** or **your** means an account owner who has accepted these terms and conditions and your has a corresponding meaning. Where there is more than one account owner, you means all of them jointly and each of them severally.

OFFER

We offer to make the service available to you for accounts approved by us for that purpose on these terms and conditions.

By completing our registration requirements you acknowledge that you understand and accept these terms and conditions.

RELATIONSHIP WITH OTHER ACCOUNT TERMS AND CONDITIONS

These terms and conditions are in addition to and are to be read in conjunction with:

- General Terms and Conditions for operating accounts (which shall apply to the service and be deemed to form part of and to be incorporated in these terms and conditions as if set out here in full); and
- the specific terms and conditions applicable to an account.

If there is any inconsistency between these terms and conditions and any other terms and conditions applying to an account or the service, these terms and conditions prevail to the extent of that inconsistency.

REGISTRATION AND ACCESS

Once you are registered, you may immediately use the service in accordance with these terms and conditions and as directed by us from time to time.

Once you are registered we will endeavour to provide you with uninterrupted access to the service subject always to any necessary downtime that may be required for system maintenance, repairs and updating or loss of access resulting from matters beyond our reasonable control.

NOMINATED ACCOUNTS

The service is only available on accounts under your member number and may be operated by:

- you as the sole signatory; or
- you alone where the account has more than one signatory.

YOUR PASSWORD AND SECURITY RESPONSIBILITIES

You agree:

- that the password you choose to access the service will not be the same as, or similar to, any other personal identification number you have for any other account you have with, or service provided by, us;
- to take reasonable care when accessing the service to ensure that your password is not disclosed to any other person, in particular ensuring that you are not observed whilst entering your password on your computer;
- to check your account records carefully and promptly advise us of any error or discrepancy or unauthorised transaction;
- to notify us immediately if your password has become or may be known to anyone other than you;
- to establish and maintain appropriate anti-virus and other security software on your computer to protect you from theft and unauthorised access by any person you have not authorised to use the service whether employed by you or not.

You agree not to:

- select an unsuitable password such as family or street names, birth dates or months, sequential numbers (e.g. AB3456), parts of personal telephone numbers or other easily accessible personal data, or number or letter combinations that may be easily identified (e.g. AA1111 or 11ABCD);
- permit any other person to use your password;
- disclose your password to any other person including family members or those in apparent authority, including our staff;
- keep a written record of your password;
- leave your computer unattended and logged on to the service;
- open attachments or run software from untrusted or unknown sources.

INSTRUCTIONS

You are responsible for all instructions authorised by a password for your account regardless of whether that instruction is from you or from another person with or without your knowledge or consent. You agree that we may assume the authenticity of any instructions authorised by a password for your account and rely on those instructions without any enquiry as to the authority or identity of the sender of that instruction.

In the case of an instruction to make a future-dated payment (such as an automatic payment or a Internet payment) you may, by notifying us in writing, revoke your instruction, the notification to be received by us prior to our payment cut-off time on the last banking business day before the payment is due to be made. Otherwise you agree that an instruction to make a future-dated payment or transfer continues until the expiry date nominated by you for that instruction.

You must notify us immediately if you become aware of any unauthorised transaction on an account or unauthorised use of the service.

It is your responsibility to use other means of effecting transactions and giving and obtaining information if for any reason the service is unavailable for use or malfunctioning.

You agree that you will not use the service for any purpose other than carrying out lawful banking transactions and enquiries on your account.

We may in our absolute discretion conclusively determine the order or priority of payment by us of any monies pursuant to an instruction, which you may now or hereafter give to us or draw on your account.

We may in our absolute discretion refuse to make any one or more payments pursuant to an instruction where there are insufficient funds available in your account.

INTERNET PAYMENTS

Internet Payments are only processed on business days. Internet Payments programmed for immediate payment will only be paid if there are sufficient funds in the payment account on the business day the payment is processed. Internet payments that are programmed in advance will only be paid if there are sufficient funds in the payment account on the business day the payment is processed.

Internet payments made after 7:00 p.m. will be processed the next business day. We will endeavour to make the Internet payment you request although we accept no responsibility or liability for any refusal or omission to make any or all of those Internet payments, or for late payment or omission to follow your instruction. In particular, we accept no responsibility or liability for the accuracy of the information you supply to us when setting up, changing or deleting Internet payees or when issuing or processing the payment instructions.

ALLOCATION OF LIABILITIES

You are not liable for any losses:

- where it is clear that you have not contributed to those losses;
- that are caused by the fraudulent or negligent conduct of our employees or agents;
- resulting from unauthorised transactions occurring before you receive your password;
- resulting from faults that occur in our machines or systems used to provide the service, unless the faults are obvious or advised by message or notice on display.

If you have promptly reported the actual or possible disclosure of your password, you are not liable for any loss occurring after notification, unless you have acted fraudulently or negligently.

You are liable for all loss from unauthorised transactions if you have acted fraudulently, either alone or together with any other person.

You may be liable for some or all of the loss from unauthorised transactions if you have contributed to or caused that loss, for example by failing to comply with these terms and conditions (including those relating to your password and computer security measures).

If you have not acted fraudulently or negligently and have not contributed to or caused losses from unauthorised use, your liability for any loss occurring before notifying us is limited to the lesser of:

- \$50;
- the balance of your account(s), including any pre-arranged credit; or
- the actual loss at the time you notify us.

If you have not acted fraudulently or negligently but have contributed to or caused losses from unauthorised transactions, you may be liable for some or all of the actual losses occurring before you notified us except for:

- that portion of the total losses incurred on any one day that exceeds the transaction limit applicable to your account(s); and
- that portion of the total losses incurred that exceeds the balance of your account(s), including any pre-arranged credit.

VARIATIONS

These terms and conditions continue to apply until we give you notice of any changes. Notice of any changes will be given to you a reasonable period before they become effective.

We can change the user requirements, application and operating system specifications, format or content of the service at any time without prior notice to you.

FEES

There are no fees for the use of Internet Banking.

TERMINATION

We may suspend or cancel your access to the service at any time by giving notice to you.

If you do not use the service for 12 months, we may cancel your access to the service without notice to you. We do not accept any responsibility for any loss you may suffer as a result of your access to the service being suspended or cancelled.

You may cancel your use of the service at any time by giving notice to us. You will remain responsible for any transactions made on your account until your access to the service has been cancelled. The notice must be received by us for the service to be cancelled.

FURTHER INFORMATION

You may request from us information on our current interest rates, fees and charges, standard account terms and conditions and terms and conditions for specific accounts, and banking services.

PERSONAL INFORMATION

Our personal information notice is set out in our General Terms and Conditions. It explains the way in which we retain and use your personal information. You agree that it also applies to any information you provide to us in connection with these terms and conditions and the service.

ERRORS OR DISCREPANCIES

You must notify us immediately if you think there is a discrepancy or unauthorised transaction on your account or if you think a mistake has been made. We will acknowledge receipt of your enquiry and advise you of any further information required and the expected time for dealing with your enquiry.

COMPLAINTS

You can send your complaint to the New Zealand Firefighters Credit Union via mail to New Zealand Firefighters Credit Union, PO Box 33097, Petone, or phone 0508 613 328 or fax 0508 568 233 or email nzfcu@firefighters.co.nz.

Complaint Resolution

We are here to resolve any complaints you may have as quickly as possible. If we are unable to resolve your complaint immediately, your complaint will be referred to a senior leader for further investigation.

Our senior leader will contact you the same day to discuss your complaint further, with the intention to resolve the issue for you. As this may involve some investigation of the matter we will continue to keep in regular contact with you until your complaint is resolved.

If you are still unhappy, you can contact our independent dispute resolution provider Financial Services Complaints Limited (FSCL). This service is free to you.

Financial Services Complaints Limited contact details are:

Email: info@fscl.org.nz, or, complaints@fscl.org.nz.

Address: Financial Services Complaints Limited, Level 4, 101 Lambton Quay, Wellington.

Postal Address: Financial Services Complaints Limited, PO Box 5967, Wellington 6145.

Telephone: 0800 347 257. Fax: 04 472 3728. Website: www.fscl.org.nz.

OUR LIABILITY

Subject to complying with our duty to exercise reasonable care and skill and other obligations under the Consumer Guarantees Act 1993, but otherwise irrespective of anything else stated in these terms and conditions, we are not liable to you and accept no responsibility for any loss, damage, cost or expense whether direct or indirect, consequential or economic which arises in connection with any one or more of the following:

- your use of the service; or
- any unauthorised use of your password; or
- any system or telecommunications link failure; or
- any fault, error or defect in design or engineering of the service or any delay, fault, failure in or loss of access to the service; or
- any delay or non-performance by us resulting from matters beyond our reasonable control.

GOVERNING LAW

These terms and conditions are governed by New Zealand law and the New Zealand Courts shall have jurisdiction to hear and determine disputes in respect of these terms and conditions.

FURTHER INFORMATION

If you would like to know more about the Internet Banking Terms and Conditions you can call the Credit Union on 0508 613 328 between 8.30am and 4.30pm Monday to Friday excluding public holidays, or visit the Credit Union office. Full contact details are available online at www.firefighters.co.nz.