

First Credit Union Terms and Conditions

Please read this document carefully to ensure you understand it. We are happy to explain anything that is not clear.

If you use First Credit Union account or service, that is taken to mean you agree to the terms and conditions in this document.



First Credit Union QFE Disclosure Statement

Name of QFE: First Credit Union

Address: 111 Collingwood Street, Hamilton,
PO Box 585, Waikato Mail Centre,
Hamilton 3204

Telephone Number: 07 834 4810
Email Address: helpdesk@firstcu.co.nz

This Disclosure Statement is effective from 01 June 2016

It is important that you read this document.

It will help you decide whether our services suit your needs. We will provide you with more information later that will also be important for the financial decisions you make.

What sort of adviser are we?

We have been granted Qualifying Financial Entity (QFE) status under the Financial Advisers Act 2008 (FAA). You can check this information on the Financial Service Providers Register at www.fspr.govt.nz.

We are licensed to take responsibility for the advisers that we employ. This includes making sure that advisers exercise care, diligence and skill in providing financial advice to you. The QFE's license means that QFE advisers do not have to be individually registered or authorised.

What services can we provide to you?

Our QFE advisers can provide personalised information about products which are provided or promoted by First Credit Union.

Our branch based advisers can provide advice on savings accounts, term investment accounts, loans, loan repayment, internet, text and phone banking, insurance products, other banking products, such as debit cards and pre-paid cards, and the wise use of money.

First Credit Union may from time to time provide financial adviser services in relation to products provided by third parties (such as general and life insurance products).

Some of our QFE advisers can provide you with information about KiwiSaver and the Fisher Funds KiwiSaver Scheme so that you can make a decision whether to join. We cannot and do not provide any financial advice, in terms of a recommendation or opinion, in relation to whether or not you should join the Fisher Funds KiwiSaver Scheme or any KiwiSaver scheme or their suitability for you.

If you require advice or assistance in relation to whether to join a KiwiSaver scheme, the Fisher Funds KiwiSaver Scheme or to choose your investment option, please contact an Authorised Financial Adviser. Our QFE advisers cannot provide advice about other products or design a plan for dealing with all of your investment goals. If you need this service you will need to speak to an external Authorised Financial Adviser.

How do we get paid for the services that we provide to you?

We do not charge a fee for our service, but when you purchase products or services from us, the Credit Union will benefit as we provide the products. Our advisers receive:

- An annual salary
- On occasion variable reward (performance based remuneration).

Bonuses are discretionary payments given only when an employee exhibits exceptional performance or high achievement over and above their job, and require the employee to meet quality and compliance standards.

Non-financial rewards, such as prizes, recognition events and promotions, also require staff to meet quality and compliance standards.

You do not pay any more fees by joining the Fisher Funds KiwiSaver Scheme through First Credit Union than you would by joining directly with them. Our QFE advisers also do not receive any additional remuneration or commission for providing information about KiwiSaver or the Fisher Funds KiwiSaver Scheme.

First Credit Union (but not our staff) does receive third party fees from the New Zealand Association of Credit Unions under its national distribution arrangement with Fisher Funds Management Limited for the work we do in providing members with information about KiwiSaver and the Fisher Funds KiwiSaver Scheme, and for providing on-going service and support to members that join the Fisher Funds KiwiSaver Scheme. These fees are not payable if members leave the Fisher Funds KiwiSaver Scheme within one year of joining through us.

What should you do if something goes wrong?

If you have a problem, concern, or complaint about any part of our service, please tell us so that we can try to fix the problem.

You may raise your concern with any of our staff who will make every effort to resolve it for you. A pamphlet giving details and information on how your concern can be resolved is available.

In the unlikely event that we are still unable to resolve the issue, you may then contact Financial Services Complaints Limited. This service is free to use, and will help to resolve any disagreement. If you wish to contact FSCL please find the details below:

Financial Services Complaints Limited
PO Box 5967, Lambton Quay, Wellington
info@fscl.org.nz
Ph: 0800 347 257 or (04) 472 3725
Fax: (04) 472 3728

Who regulates us?

The Financial Markets Authority.

You can report information about us or our advisers to the Financial Markets Authority at:

Website: www.fma.govt.nz (Contact Us),
Mail: PO Box 1179, Wellington 6140,
Telephone: 0800 434 566 or (04) 472 9830
Fax: (04) 472 8076

If you want to complain, you should use our dispute resolution procedures described under 'What should you do if something goes wrong?'

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General Terms and Conditions

Introduction

Membership of First Credit Union is open to any person residing or working in New Zealand.

Only members can open accounts. Accounts are share accounts with First Credit Union.

Accounts are operated in accordance with these General Terms and Conditions and all further terms governing Specific Accounts.

By applying for membership with First Credit Union and by opening an account you:

- agree to be bound by and comply with these General Terms and Conditions and all further terms applicable Specific Accounts in force, from time to time; and
- agree to be bound by the Rules of First Credit Union.

Privacy Policy

The operation of all accounts and all applications to open an account are subject to our Privacy Policy, a copy of which can be found on <https://www.FirstCreditUnion.co.nz/Privacy-Policy> and is available at any branch.

A copy of our Privacy Policy is given to you with these General Terms and Conditions and, by opening an account, you agree to be bound by our Privacy Policy.

Opening an Account

To open an account with First Credit Union, or to apply for a product or service provided by First Credit Union, you must complete the appropriate forms and procedures.

For security reasons and because of legal requirements, you will be asked to provide satisfactory proof of your identity. Examples may include a current New Zealand:

- Passport
- Drivers Licence
- Firearms Licence
- National identity card

You will also be asked to provide identity of all other people who you may authorise to use any of your accounts (authorised signatories). You may be required to update identity information from time to time. You may be asked for additional information to enable First Credit Union to meet its obligations under laws relating to anti-money laundering and countering financing of terrorism.

Change of Address

You are responsible for promptly informing First Credit Union of any change of your personal details (including your name, address, telephone, mobile or facsimile numbers and email address). Failure to do so may impact your rights under these General Terms and Conditions and any other applicable terms and conditions.

Joint Accounts

If more than one person is named in joint ownership of an account then, unless otherwise agreed by First Credit Union in writing, each such person will be jointly and severally liable to First Credit Union for services provided by First Credit Union, including repayment of any debit balances, interest, fees and charges.

Information about a joint account holder obtained by First Credit Union as part of the operation of a joint account may be disclosed to the other joint account holder(s).

Subject to any account opening and operating authority, where the signing rules that apply to your account do not require all signatories to sign together, First Credit Union may accept instructions from any one joint account holder in respect of all matters and things relating to the joint account, including matters which are outside the operation of the account. First Credit Union may require additional joint account holders to authorise instructions where the instruction is of a material nature to all parties (e.g. increasing a loan).

A notice we send to one joint holder will count as notice to all joint holders.

If a joint account holder advises First Credit Union they no longer wish to be a party to a joint account, First Credit Union will either close the account or remove that member from the account. A joint account holder who is removed from a joint account remains jointly and severally liable for any amounts outstanding at the time of their removal.

Operating your Account Authority to Operate

You may give other people authority to operate your account(s) (specified accounts). This includes accessing, and transacting on your specified accounts. It does not extend to opening new accounts, applying for certain additional products (such as loan or overdraft facilities), or agreeing to changes to certain existing products relating to the specified account(s). If you give one or more people authority to operate a specified account, they will be able to operate that specified account in accordance with the signing rules specified for that account.

Any account operating authority you give will continue until you give First Credit Union written notice that an authority is to be removed.

First Credit Union does not accept any responsibility or liability for the accuracy of the information given by you, or anyone acting on your behalf (other than us), in any instruction. You will be solely responsible for ensuring such information, including other parties' bank account numbers, is accurate.

Any new authority which varies the current account operating authorities on any specified account will not be effective until received by First Credit Union.

Instructions to First Credit Union

You agree that First Credit Union may, at its sole discretion, accept instructions from you or your authorised signatories by post, telephone, facsimile, email, txt, electronic banking service or any other means, and you authorise First Credit Union to act on any such instructions.

First Credit Union will exercise reasonable care and skill to ensure transactions are made as instructed. It is your responsibility to ensure there is enough money in an account at all times to ensure such transactions can be made on that account.

Statements

First Credit Union will provide regular statements showing all transactions on members' account(s). It is up to the member to check statements issued for each account held with First Credit Union and, to ensure the entries recorded on those statements are correct. If not correct the member agrees to notify First Credit Union, in writing, within 14 days from the date that account statement is sent to the member. Failure to notify First Credit Union may:

- be deemed to be acceptance by the member that the balance of the account and all transactions recorded are lawful and correct; and
- provide First Credit Union with a defence against any action taken by the member for claims of any nature including claims for breach of contract, negligence, wrongful debiting of funds and any other tort, equitable remedy or any other course of action brought against First Credit Union in relation to the account or transactions recorded in the account statement.

Mistaken Payments

If First Credit Union is satisfied that funds have been credited to your account by mistake, First Credit Union may reverse such credit without notice to you and you will be liable to repay any such amount.

Payments in error

Payments made by you in error can only be recovered from an account at another institution which they have been paid to, with the consent of that account holder. First Credit Union will co-operate with you or the other institution involved in the transaction to try and recover payments made in error.

Rights to your account

Any rights to your account, including any credit balances, may not be assigned, mortgaged or charged without First Credit Union's prior written consent.

Deposits

- Deposits (including direct credits) of any description other than notes and coin will be provisionally credited to the account but are not to be drawn against until cleared
- Collection of cheques, bills of exchange etc is undertaken by First Credit Union at the member's risk and on the understanding that no responsibility is attached to First Credit Union for any loss or destruction or for delay in presentation
- First Credit Union does not receive deposits marked to be applied for any specific purpose. Should such deposits be received the member accepts First Credit Union will not be responsible for any mis-application
- If changes are made to your account details, and you have a direct credit being paid into your account (e.g. your salary or wages), you must tell the person making the payments about these changes.

Withdrawals

First Credit Union will comply with any orders or instructions given by the member or authorised signatory to withdraw any money from limited to this account by way of cheque form, electronic instruction including but not limited to debit card, direct debit or automatic payment.

Automatic Payments

First Credit Union will pay automatic payments in accordance with the automatic payment authority held subject to there being sufficient cleared funds to meet the payment amount on the due date.

If there is not enough available money in your account to cover the automatic payment the automatic payment will not be made, but may be retried the next business day (for up to five business days in a row). If there is enough money in your account when the automatic payment is retried, the payment will be made. If there is not enough available money in the account when it retries, after five business days the payment will fail.

Direct Debits

If your account or direct debit details are changed, or your account or direct debit authority is closed or cancelled, you must tell the person receiving the direct debit payment about the changes.

First Credit Union may reverse any direct debit payment at its discretion. Examples of when First Credit Union may exercise this right include allegations of fraud, where payments are disputed or when it appears transactions have been processed twice.

If requested by the person receiving the direct debit payment, First Credit Union may change the details of the person receiving the direct debit payment or transfer the direct debit authority to another person.

Payments made under a direct debit arise from an underlying contract between you and the person receiving the direct debit payments. Any queries or disputes regarding a direct debit payment (other than a request to cancel a payment) should be referred to and resolved with the person receiving the payment.

Insufficient funds

Unless otherwise arranged by the member with First Credit Union an account must at all times be maintained in credit funds equal to the minimum required in the Rules of First Credit Union.

First Credit Union, may at its discretion, dishonour, or refuse any transaction that causes or will cause the members account to go into an overdrawn position unless previously arranged and in accordance with the terms and conditions of any Overdraft Facility Agreement.

Notwithstanding any Overdraft Facility Agreement First Credit Union may require any outstanding debit balance to be repaid immediately (on notice to you) if First Credit Union, acting reasonably, forms the view that you will in the future be unable to repay any Overdraft Facility.

Transaction Limits

First Credit Union may impose such restrictions as it reasonably thinks fit for the efficient processing of transactions and in order to reduce your and First Credit Union's exposure to theft or fraud. These restrictions may include maximum or minimum individual transaction limits, maximum or minimum daily transaction limits and cut off times for lodging transactions for payment so they are processed on a specified due date. Details of these transaction limits and cut off times are available upon request.

Interest Rates

Interest rates on amounts owed by or to First Credit Union are subject to market fluctuations and may be varied by First Credit Union at any time. This is subject to any other agreement you make with First Credit Union.

Set-off

First Credit Union may at any time without notice, set-off, combine or apply any other credit balance of the member to meet the member's obligations to First Credit Union even if the term of any credit balance has not expired.

Withholding Tax

Unless First Credit Union holds a copy of a current withholding tax exemption certificate for you from Inland Revenue, First Credit Union is legally required to deduct withholding tax directly from interest you earn. If you have not supplied First Credit Union with your IRD number this deduction will be made at the higher rate.

Fees and Charges

First Credit Union will debit each account periodically or on closure with all appropriate accrued interest, fees, charges and commissions as fixed by First Credit Union from time to time. A copy of First Credit Union's fees and charges can be obtained from any First Credit Union branch, or online at www.firstcreditunion.co.nz.

You are responsible for, and First Credit Union may deduct from your accounts, bank charges, government charges, and any amounts owed to First Credit Union, including:

- transaction and service fees
- any costs and expenses First Credit Union may incur in connection with your accounts;
- interest when you exceed any agreed borrowing limit or when any of your accounts become overdrawn (with or without prior arrangement); and
- interest on any unpaid interest.

Anti-Money Laundering and Sanctions

You agree to provide all information to First Credit Union which First Credit Union requires in order to manage its anti-money laundering and countering terrorism financing obligations, or to comply with any similar laws, rules or regulations. You agree that First Credit Union may refuse to open an account for you, may be required to delay, defer, stop or refuse to process any transaction, or may close an account at any time without notice, if you fail to provide this information to First Credit Union in the manner and timeframe specified by First Credit Union.

You agree that First Credit Union may delay, defer, stop, or refuse to process any transaction without incurring any liability if First Credit Union knows or suspects that:

- the transaction will or may breach any laws or regulations in New Zealand or any other country; or
- the transaction involves any person who is itself sanctioned, or is connected directly or indirectly, to any person who is sanctioned, under economic and trade sanctions imposed by any country.

No trust arrangement

You agree that, unless you have disclosed to First Credit Union that you are acting in a trustee capacity or on behalf of another party, you are taken to have warranted to First Credit Union that you are acting solely on your own behalf when opening or operating an account or service or undertaking any transaction with First Credit Union.

Closure of Accounts

Accounts may be closed upon written request by the member but acceptance of such a request does not negate or reduce the member's liability to pay to First Credit Union all amounts outstanding at that time together with interest due, charges and debits that may be subsequently processed.

The right to vary

First Credit Union reserves the right to vary these General Terms and Conditions, or any additional terms and conditions applying to specified accounts, to vary or withdraw any additional terms and conditions applicable to First Credit Union's services or products (including to increase, reduce or vary any fees or charges payable in respect of any service or product) at any time.

Examples of when First Credit Union may exercise these rights include:

- to allow us to respond to market changes;
- to reflect improvements to the product and/or service; or
- to enable changes that are reasonably necessary for First Credit Union

Notification

Notices of any changes will be given at least 14 days in advance in at least one of the following ways:

- by direct communication to you, for example by letter or electronic communication;
- by message in First Credit Union Online Banking;
- by displaying information in our branches;
- by notice on our website; or
- by notice in the media (including public notices).

Security

You agree that nothing in this agreement shall be treated as constituting an 'implied agreement' restricting or negating any lien, charge, pledge, right of set-off or other right First Credit Union may have existing or implied by law.

If First Credit Union receives or holds any property, items or documents for you for any purpose, and you owe First Credit Union money, First Credit Union may at its discretion exercise a lien over the property, item or document as security.

Exercise of First Credit Union Discretion

When we exercise discretion under these General Terms and Conditions or any additional terms and conditions applying to specified accounts, we will do so in a reasonable and consistent way. We have provided some examples in this document of when we may exercise a discretion.

First Credit Union's liability

First Credit Union will not be liable for:

- any losses arising as result of First Credit Union acting in accordance with these General Terms and Conditions or any other terms and conditions applicable to specific accounts;
- losses caused by you, or anyone acting on your behalf, providing First Credit Union with incorrect information;
- losses caused by user error by you or anyone acting on your behalf;
- losses arising out of unauthorised access or fraud in relation to your accounts or services committed by you, your employee, officer or agent;

- any direct or indirect costs, losses, damages or other liability resulting from your failure to advise First Credit Union immediately of any inaccurate information about payments shown on your bank statements or transaction records;
- losses caused by circumstances beyond First Credit Union's control, including any machine or system failure, or any strike or dispute;
- losses arising from your use or inability to access an electronic banking service at any time, inaccurate content or information in any electronic banking service, or any failure or delay in providing any service via the internet, phone or mobile device; or
- losses arising from faults in, or a malfunction of, any equipment (including telecommunications equipment) which supports an electronic banking service.

Complaints Procedure

First Credit Union welcomes your complaints and suggestions as an opportunity for us to put things right and to improve our products and services.

The first place you should take any complaint is to a member of our staff. All of our staff are trained to assist you through the problem solving process.

We will always try to resolve your problem immediately, however if our staff member is unable to assist, they will refer you to a Manager.

The Manager will try to resolve the matter for you within 5 working days.

If you would prefer to write to us you can send your concern to the address below (don't forget to include your contact details so that we can respond), or you can email us at marketing@firstcu.co.nz.

Mailing Address:
Risk and Compliance Manager
First Credit Union,
P.O. Box 585,
Waikato Mail Centre,
Hamilton 3240

Specific Terms and Conditions

Loan Provider Account

A Loan Provider Account is opened when you obtain a loan from First Credit Union. While you have a loan from First Credit Union, the Loan Provider Account cannot be closed.

Once your loan is repaid, the Loan Provider Account requires a 14 day notice of withdrawal.

Should you request an immediate withdrawal on hardship grounds, First Credit Union has a discretion to grant this but there is an early withdrawal fee of \$20.

School Banking

Our school banking service is only available to your child/children if they attend a school that participates in our school banking programme.

Where your child pays money into their Jimmy Jumper account via school banking we will show it in the account and we will allow access to it as soon as it is counted and the amount has been verified. If there is a discrepancy between the amount written on the deposit slip and the verified physical count the verified amount will be paid into your child's account.

If your child is under 12 years of age, you will need to operate the account on your child's behalf. Your child cannot make withdrawals or transfer funds, but can request account balances and information on transactions, order statements and make deposits.

Following your child's 12th birthday their Jimmy Jumper Account will be changed to a Youth Account.

We will write to the account holder before making the change and give details of the new account and how it operates - including any fees.

Youth Account

The First Credit Union Youth Account is available to those between 12 and up to 15 years of age. If your child is 12 years or older, they may open and operate this type of account on their own, with parental consent.

If the parent or guardian gives permission to the child to operate their account on their own the parent or guardian will no longer have any right to operate the account or request information on the account without the child's consent.

Following your child's 15th birthday their Youth Account will be changed to a Teen Account.

We will write to the account holder before making the change and give details of the new account and how it operates - including any fees.

Teen Account

The First Credit Union Teen Account is available for those between 15 and up to 18 years of age. If the parent or guardian gives permission to the child to operate their account on their own the parent or guardian will no longer have any right to operate the account or request information on the account without the child's consent.

Following your child's 18th birthday their Teen Account will be changed to an Everyday Account.

We will write to the account holder before making the change and give details of the new account and how it operates - including any fees.

Internet Banking Terms and Conditions

Introduction

These terms and conditions form a legal agreement between you and First Credit Union. You should read these terms and conditions carefully as they place certain requirements and liabilities on you.

By registering for this service you are acknowledging that you understand and accept these terms and conditions.

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

- Our standard terms and conditions for operating a First Credit Union account (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 shall take precedence.

Registration and Access

In order to use this service you must complete our registration form.

Once registered, you may immediately use the service. Any such use shall be subject to these terms and conditions and as directed by us from time to time.

We will then 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 for those accounts for which you have a Member Number and may be operated by:

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

Password and Security

You agree:

- that you will choose a password that differs materially from any other personal identification number you have for any other account you have with, or service provided by us;
- that when using the service you will take reasonable care to ensure that your password is not disclosed to any other person (for example you will take steps to ensure that when you use the service no one can observe you inputting your password);
- to notify us immediately if you have reason to believe your password may be known to anyone other than you;
- to check your account records carefully and promptly advise us of any error or discrepancy or unauthorised transaction;
- 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:

- permit any other person to use your password;
- disclose your password to any other person, including a member of your family or those in apparent authority, including our staff;
- select a password that is the same as or substantially similar to another password you use in relation to an account you hold with us;
- select a password that is easily able to be guessed or identified such as a family or street name, 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);
- keep a record of your password in a form that allows it to be readily identified;
- leave your computer unattended and logged on to the service.

If you believe for any reason that your Internet Banking password could be known to someone else, or if you discover any unauthorised use of your account(s) you must change your password immediately and then phone First Credit Union.

You will be required to provide all available information of any actual or possible password disclosure or unauthorised use of your computer. In addition, you agree to assist First Credit Union to recover unauthorised amounts withdrawn or paid from any of your account(s) or otherwise transferred to or from any account(s).

Instructions

You accept that First Credit Union 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.

You understand that you are responsible for all instructions authorised by a password for your account regardless of whether that instruction came from you or from another person with or without your knowledge or consent.

In the case of an instruction to make a future-dated payment (such as an automatic payment or a bill payment) you may revoke your instruction by notifying us of this fact; 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 tell us the moment you become aware of any unauthorised transaction on an account or unauthorised use of the service.

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;

- refuse to make any one or more payments pursuant to an instruction where there are insufficient funds available in your account.

Bill Payments

Bill payments are processed between normal business hours Monday to Friday and will only be paid if there are sufficient funds in the payment account on the business day the payment is processed. Bill 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.

Bill payments made after 7:30 pm will be processed on the next week day that First Credit Union is open for business.

While we will endeavour to make the bill payment you request, we accept no responsibility or liability for any refusal or omission to make any or all of those bill 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 bill payees or when issuing or processing the payment instructions.

Liability

You are not liable for any losses:

- where you did not cause or contribute to those losses;
- that our employees or agents caused by their negligent or fraudulent conduct;
- that resulted from unauthorised transactions that occurred before you received your password;
- that resulted from faults that occur in our computers 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 losses resulting directly or indirectly from your fraudulent activity, regardless of whether you acted alone or in association with any other person.

You may be liable for some or all loss arising from any security breach (including loss arising from unauthorised transactions) whether occurring before or after notification if you have caused or contributed to that loss (e.g. by failing to comply with any of these terms and conditions and in particular the conditions relating to passwords).

In respect of the above paragraph, if you have acted neither fraudulently nor 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 acted neither fraudulently nor 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 you are given notice of any changes. Any such notice will be given to you in a reasonable period before they become effective.

We reserve the right to 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 reserve the right to cancel or suspend your access to the service at any time on notice, or without notice, in the following situations:

- you breach any of these terms and conditions;
- there are insufficient funds to cover payments or payment instructions given;
- we learn of your death, bankruptcy or lack of
- legal capacity, or that you have committed an act of bankruptcy, or that a bankruptcy petition has been presented against you;
- you have acted fraudulently;
- you do not use the service for 12 months; or
- we consider we have reasonable grounds to do so.

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

A copy of our Product Disclosure Statement is available on our website or at any branch of First Credit Union, as is 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

Your transactions and other personal information are held within a secure user environment at First Credit Union. Usage information (which is not intended to identify individuals) is recorded by us for site management, statistical and security purposes.

Any personal information you transmit to us which is held by us will be used to process your transactions and may also be used by us to advise you of any of our products or services, and those of selected third parties.

You have the right to access and correct personal information held by us about you.

Your personal information is held subject to our Privacy Policy. A copy of that Privacy Policy is being given to you with these Terms and Conditions.

Error 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. If you are unhappy with the way that your enquiry has been handled you should refer this to First Credit Union's Management.

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:

- 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.

Electronic Payments

The operation of automatic payments, transfers and electronic payments in general are governed by the General Terms and Conditions for Accounts. Please contact First Credit Union to find out more about these.

Electronic Statements

You consent to us giving you documents, notices and communication in relation to your products and services in electronic form by electronic communication through, for example:

- Any internet banking system provided by us; or
- Any application available through your mobile device approved by us for this purpose

You agree that any such electronic communication is taken to be dispatched by us and received by you at the time it is uploaded to the relevant system.

You consent to any such documents, notices and communications being commonly used format (e.g. PDF) and being accessible by commonly used software (e.g. Internet Explorer).

Governing Law

If, at any time you choose to opt out of receiving paper based statements you consent that instead your statement of shareholding will be made available to you electronically by logging into your internet banking account.

Definitions

In this agreement unless specifically stated otherwise, the following definitions apply to these terms and conditions:

account means a First Credit Union 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.

authorised signatory means a person you authorise to sign or operate an account on your behalf.

banking business day means any day that First Credit Union is open for business and excludes public holidays.

member or you 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.

password means a 4 to 10 character alphanumeric password for use in relation to the service.

rules means the rules of First Credit Union (under the Friendly Societies and Credit Unions Act) current from time to time.

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 First Credit Union and includes our directors, officers and employees and our agents and representatives and references to our or us have similar meaning.

Effective Date September 2017

Don't be a stranger Keep in touch



Visit one of our branches



Call us 07 834 4810



Visit firstcu.co.nz



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