

# American Express® Credit Card Terms & Conditions

## New Zealand

April 2021



American Express International (NZ), Inc.  
Financial Services Provider Number FSP43608  
® Registered Trademark of American Express Company

**Postal Address**

American Express International (NZ), Inc.  
Card Member Services  
PO Box 4005,  
Shortland Street  
AUCKLAND 1140  
New Zealand

**Lost or Stolen Cards****In New Zealand**

Telephone 0800 656 660  
09 583 8126

**Overseas**

Report your loss or theft by calling  
+64 [09 583 8000] (reverse charges)

**Account Enquiries**

Telephone 0800 656 660  
09 583 8126

Internet: [www.americanexpress.com/nz](http://www.americanexpress.com/nz)

**Licensed dispute resolution scheme:**

Financial Services Complaints Limited  
PO Box 5967,  
Lambton Quay,  
Wellington 6145  
Phone: 0800 347 257  
Email: [info@fscl.org.nz](mailto:info@fscl.org.nz)

**These Conditions do not contain all the Conditions of your contract with us or all the information relating to your Card. Further Conditions and information are contained in the Financial Table.**

This booklet sets out the respective rights and obligations of you and American Express International (NZ), Inc. concerning the American Express Credit Card offered to you. If you sign or activate the Card or use it to make a purchase, Balance Transfer or obtain a Cash Advance, you will be agreeing to these Conditions. The Financial Table and these Conditions will govern your use of the Primary Card, any Additional Card and all transactions on your Account. If you do not agree to this, please cut the Card in half and return the pieces to us as soon as possible.

Please read these Conditions thoroughly. You should also ensure that each Additional Card Member reads and understands these Conditions because you will be liable for their use of the Card and all Charges they incur on the Account.

American Express International (NZ), Inc. trading as American Express is a registered Financial Services Provider (FSP43608). You can check this information on the Financial Service Providers Register at [www.fspr.govt.nz](http://www.fspr.govt.nz).

Please contact American Express if you have a complaint about our service on 0800 656 660 or write to us at:

Customer Relations Manager  
American Express International (NZ), Inc. PO Box 4005  
AUCKLAND 1140.

If you are not satisfied with the outcome of our investigation, you may pursue your complaint with our licensed dispute resolution scheme, **Financial Services Complaints Limited** at:

Phone: 0800 347 257  
Email: [info@fscl.org.nz](mailto:info@fscl.org.nz)

Postal address:  
Financial Services Complaints Limited  
PO Box 5967,  
Lambton Quay,  
Wellington 6145

## 1. Definitions

As you read these Conditions and the Financial Table, please remember that:

### *References to persons and Cards*

**Additional Card** means an American Express Credit Card issued to another person at your request and on your Account.

**Additional Card Member** means a person to whom an Additional Credit Card is issued.

**Card** means the Primary Card and each Additional Card.

**Merchant** means a business or organisation which accepts the Card in payment for goods and/or services.

**Primary Card** means the American Express Credit Card issued to you.

**We, our or us** means American Express International (NZ), Inc., Incorporated in Delaware, USA.

**You or your** means the Card Member named in the Financial Table who applied for this Account and for whom we opened the Account. Reference to **you** and **your** also include actions taken by Additional Card Members but Additional Card Members do not have any direct contractual obligations to us under this Agreement.

### *Other definitions*

**Account** means your Card Account with us for the Primary Card and all Additional Cards.

**Anniversary Period** means the twelve-month period commencing the date the Account was opened and each successive twelve-month period thereafter.

**Annual Percentage Rate** means the interest rate we charge on Charges. It is set out in the Financial Table, but may change from time to time (see Section 32 of these Conditions).

**Balance Transfer** means a transfer of the outstanding balance of a card with another financial institution to your Account, in accordance with Section 11 of these Conditions.

**Cash Advance** means a Cash Advance under Section 6 of these Conditions.

**Charge** means a transaction made with the Card or charged to your Account, including a Cash Advance, Balance Transfer, Purchases, fees and charges, interest, taxes and all

other amounts you have agreed to pay us or be liable for under these Conditions.

**Conditions** means these American Express Credit Card Conditions and includes the Financial Table.

**Credit Limit** means the Credit Limit for your Account initially stated in the Financial Table, and as stated in your monthly statement.

**Financial Table** means the Financial Table which is issued to you, containing details of your Credit Limit and other information. It forms part of your contract with us.

**Over Limit Amount** means any amount debited to the Account exceeding the Credit Limit.

**Periodic Transaction Limit** means the total value of ATM transactions permitted in a specified period of time.

**Purchases** means Charges in return for goods and/or services from a Merchant and any associated fees and charges. Purchases do not include Cash Advances, Balance Transfers, interest and fees.

## 2. Sign the Card

For identification, and to prevent misuse, you must ensure that each Card is signed by the person to whom it is issued as soon as it is received and before it is used.

## 3. Liability

**Our Liability:** Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Account or your use of the Card and, as a direct result, you suffer loss or costs, we will be liable to you for that loss or cost only but not otherwise. We will not be liable for consequential loss or any other loss or damage not directly and naturally resulting from the failure, including damages which may flow from special circumstances.

If any warranties or conditions are implied under New Zealand Law in respect of goods or services supplied under this Agreement or in connection with your Account, then our liability for a breach of any such warranty or condition is limited to:

- in the case of goods, the replacement cost of the goods, the supply of equivalent goods, the repair of the goods, or the cost of having the goods repaired.
- in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

We are not responsible or liable to you for:

- losses or costs caused by any third party including resulting from mechanical or systems failure affecting such third parties.
- any refusal, delay or failure by a merchant to accept the American Express cards
- declining an attempted Charge; and
- goods and services you charge to your Account, including any dispute with a merchant about goods and services you charged to your Account.

**Your Liability:** You promise to pay us all Charges on your Account, including Charges

- you or your Additional Card Member(s) authorise even if there was no signature or card present.
- you or your Additional Card Member authorise by allowing other people to use your Account or Card.
- that occur because you breach this Agreement (for example, if you haven't taken reasonable steps to protect your Account).

You must ensure that all Cards are used in accordance with these Conditions.

## 4. Credit Limit

Your Credit Limit is the maximum amount of credit and all Charges which you, together with all Additional Card Members, may obtain on the Account. We will set your Credit Limit based on our assessment of your circumstances.

**Exceeding the Credit Limit.** We may approve Charges that result in your balance exceeding your Credit Limit. This does not constitute an increase in your Credit Limit. We may request that you must immediately pay us all Over Limit Amounts. These will be shown in your monthly statement.

**Changes to the Credit Limit.** You may request us to change your Credit Limit. If we agree to your request, we will inform you of the new Credit Limit in writing. We may adjust your Credit Limit at any time without giving you prior notice, but we will advise you of this either in writing or by phone. We may impose credit limits applicable to particular types of Charges as set out in your Financial Table or otherwise notified to you (for example we may restrict the amount of your Account balance that can be made up of Cash Advances).

## 5. Loyalty Programmes

We may give you the option to enrol in one of the following programmes:

### Membership Rewards

- An annual fee may apply for the Membership Rewards Programme. Separate terms and conditions apply and will be sent to you upon enrolment or on request.

### MoneyBack

- A MoneyBack annual rebate based on the amount of all eligible Purchases that you make with the Card will be credited to you by us. See your Financial Table for details.
- No rebate will be credited in respect of amounts that are subsequently re-credited to the Account because of refunds.
- No rebate payment will be credited if, before the end of the anniversary period your Card has been closed or cancelled.

## 6. Cash Advances\*

**Obtaining Cash Advances.** To obtain Cash Advances with the Card, you must have been issued a Personal Identification Number (PIN). You cannot obtain Cash Advances with the Card, without your PIN.

### a) Scope Of Conditions

The Cash Advance Facility ("Facility") enables you and, if you wish, your Additional Card Members, to use the Card to obtain Cash Advances from Automatic Teller Machines ("ATMs") operated by any bank or other financial institution that participates in our Express Cash™ Network.

"Cash Advances" refers to cash obtained via the Facility from ATMs.

You will be responsible under these Conditions for Cash Advances by you and by any Additional Card Member enrolled in the Facility at your request.

### b) Personal Identification Number ("PIN")

We issue you with your own PIN. Each time you wish to use the Card in an ATM, you must enter your PIN in the machine after inserting the Card. You must take all reasonable precautions to prevent any other person from learning your PIN or using the Card. For example, you should never keep any record of your PIN with the Card or with any article which is carried with the Card or which is likely to be lost or stolen at the same time as the Card.

### **c) Transaction Limits**

The total amount of Cash Advances that you may be advanced or obtain using the Cash Advance Facility is limited to the percentage as stated on the Financial Table accompanying your Card, subject to the available balance on your Account. We may vary that percentage from time to time. In addition, a periodic transaction limit, stated in the Financial Table, applies to all Cash Advances. We may vary that limit or impose other limits at our discretion, based upon the status of your Account. Also, the bank or other financial institution which operates an ATM may impose its own transaction limits for security reasons or otherwise.

### **d) Payment**

Each time you obtain Cash Advances from an ATM, your Account will be debited with the transaction amount (plus any applicable fees or charges imposed in section 7 and any bank fees). You must pay that amount in accordance with Section 10 of these Conditions.

### **e) Liability for System or Equipment Malfunction**

If there is a malfunction of any ATM equipment or electronic funds transfer system which results in errors on the Account, we will correct such errors, including refunding charges or fees imposed in error. We have no further liability to you in relation to such malfunctions.

### **f) Termination**

We, or any participating bank or other financial institution, may add or remove any or all ATMs from operation with the Facility or extend or limit the services provided at an ATM without notifying you beforehand. We reserve the right to discontinue the Facility but will give you written notice and comply with any legal requirements in doing so. You may terminate your participation in the Facility, by notice in writing to us. Your right to participate in the Facility will also be terminated if the Card or the Account is cancelled for any reason, or if you cancel your enrolment in the Facility. You agree to pay us for any Cash Advances or services which remain unpaid after termination in accordance with these Conditions.

### **g) Amendment**

When we advise you of an increase in the periodic transaction limit, we will also advise you at the same time if this increases your liability in the case of unauthorised transactions.

You will be bound by any such amendment if you subsequently use the Facility. If you cancel your participation because of any amendment, you will still be



liable for funds or services obtained before cancellation in accordance with these Conditions.

\* Available for enrolled Card Members only.

## 7. Fees and Charges

The fees and charges that apply to your Account are set out and described in the Financial Table and these Conditions. You agree to pay us the fees and charges and authorise us to charge them to your Account when they are due. We may change the fees, including changing the way they are calculated, when they are payable or by imposing new fees. We will provide notice of any change as set out in this Agreement.

## 8. Interest Charges

### IMPORTANT

Whether interest applies to a Charge (except Cash Advances and Balance Transfers) depends on if you pay the **Closing Balance** shown on each monthly statement in full by the **Minimum Payment Due Date**.

If you only pay the **minimum monthly payment** (instead of the **Closing Balance**) interest will apply to all Charges.

Except for Cash Advances and Balance Transfers, you don't pay interest on Charges if, every month, you pay the **Closing Balance** shown on the monthly statement in full by the **Minimum Payment Due Date**.

Interest is always charged on Cash Advances and Balance Transfers, even if you pay the **Closing Balance** shown on a monthly statement in full by the **Minimum Payment Due Date**.

### Useful Terms

To help you understand how our interest charges work:

**Closing Balance** means the closing balance shown on a monthly statement.

**Minimum Payment Due Date** means the date by which you must pay the Minimum Monthly Payment shown on your statement.

**Opening balance** means the balance on your Account at the beginning of the statement period.

**Minimum monthly payment** means the minimum amount you are required to pay each statement period.

## **How we calculate Interest and when it is added to your statement**

Any interest on a Charge (including Cash Advances and Balance Transfers) applies from the day the Charge is made or from the first day of the statement period in which the Charge is first debited to your Account if that is later than the date of the Charge. Interest is charged until you have paid the outstanding balance on your account in full.

Interest is calculated each day during a statement period on the daily balance of Charges on which interest is payable (taking into account any payments or credit to your Account) at the daily rate (which is the Annual Percentage Rate divided by 365). The total interest for the statement period is then debited to your Account and will appear on your statement as a Charge on the last day of the statement period.

## **When is interest charged?**

The following table explains when interest is payable on your Account. This depends on whether the Closing Balance shown on a statement is paid in full on both the current and previous statements. Even if you don't pay the Closing Balance in full, any part payment or minimum monthly payment you make will have the effect of reducing the daily balance of Charges and therefore the interest payable on your Account.

<p><i><b>Did you pay the full Closing Balance shown on your previous statement by the minimum payment due date?</b></i></p>	<p><i><b>Will you pay the full Closing Balance shown on your current statement by the minimum payment due date?</b></i></p>	<p><b>Then, on your next statement, you will be charged interest on:</b></p>
<p><b>Yes</b></p>	<p><b>Yes</b></p>	<ul style="list-style-type: none"> <li>• New Cash Advances and Balance Transfers only.</li> </ul>
<p><b>Yes</b></p>	<p><b>No</b></p>	<ul style="list-style-type: none"> <li>• Opening balance; and</li> <li>• each new Charge shown on your current statement; and</li> <li>• each new Charge, Cash Advance and Balance Transfer shown on your next statement.</li> </ul>
<p><b>No</b></p>	<p><b>No</b></p>	<ul style="list-style-type: none"> <li>• Opening balance; and</li> <li>• each new Charge, Cash Advance and Balance Transfer shown on your next statement.</li> </ul>
<p><b>No</b></p>	<p><b>Yes</b></p>	<ul style="list-style-type: none"> <li>• New Cash Advances and Balance Transfers shown on your next statement; and</li> <li>• Opening balance; and</li> <li>• each new Charge, until the full Closing Balance shown on your current statement is paid in full.</li> </ul>

## 9. Monthly Statements

**Monthly statements.** Once a month we will send you or make available a statement for each statement period during which there is any activity or balance outstanding on your Account. The statement will, where applicable and amongst other things:

- identify Purchases, Cash Advances, Balance Transfers, fees and all other Charges, payments and credits to your Account during the statement period,
- opening and closing statement dates and statement period, opening balance, new Charges, credits, closing balance, Credit Limit, credit available at statement date, minimum payment due and its due date,
- disclose the interest charged and the annual interest rate or rates during the statement period,
- disclose previous eligible spend, new eligible spend, adjustments, spend credited for MoneyBack, total eligible spend, Membership Rewards points accumulated, and
- disclose any overdue amounts or Over Limit Amounts.

The time between successive monthly statements will vary depending on the number of business days in the month. See section 24 for what you should do if you discover an error on the statement.

### **Online statements.**

Log on to [www.americanexpress.co.nz/myaccount](http://www.americanexpress.co.nz/myaccount) if you wish to opt out of receiving paper statements and receive your monthly statements online.

**Dates and adjustments.** Debit and credit transactions on the Account will take effect on the date we assign to the transaction in accordance with these Conditions. To reflect your and our legal obligations, we may then adjust debits and credits to the Account and make consequential changes.

## 10. Minimum Payment and Other Payments

You must pay us at least the minimum payment by the due date shown on each monthly statement. We calculate the minimum payment as set out in the Financial Table.

**Payment due date.** The minimum payment due date is shown on the statement. Overdue amounts and Over Limit Amounts must be paid to us immediately after you receive the statement (even though the minimum payment is due later). Failure to pay an amount when due may be a default of the Account under Section 31.

**Minimum payment options.** You may, if you wish:

- pay us more than the minimum payment;
- pay us the minimum payment before it is due (including by making a number of partial payments).

Section 21 explains how payments may be made.

Payments will be treated as clearing arrears before they are treated as payment of your minimum payment. Credits and refunds to your Account will not be treated as payments made by you.

## **11. Balance Transfers**

From time-to-time, we may promote Balance Transfers. When we do, we will specify the terms and conditions that apply. If we agree to your request for a Balance Transfer then;

- we will charge the amount of the Balance Transfer to your Account and pay the other financial institution; and
- you cannot stop payment of the Balance Transfer once requested.

Please note the following:

- you cannot transfer balances between your American Express Accounts using a Balance Transfer;
- we reserve the right to refuse a Balance Transfer request even if your Account is not in default; and
- you must comply with the terms and conditions that apply to your Balance Transfer.

## **12. Ending this Agreement & Suspending or Cancelling a Card**

**Cancellation by us.** You may request to end this Agreement at any time by calling us or writing to us. The Agreement will only come to an end once you have paid off all amounts you owe us. Until this time, all of the terms of the Agreement will continue to apply (including our right to change the terms of the Agreement), but you will have no rights under it to use the Account to make Charges and you will not be entitled to any benefits that are included with it.

You may at any time cancel the Primary Card and all Additional Cards. If you request us to cancel an Additional Card, you must immediately notify the Additional Card Member of your cancellation request. You must ensure no more Charges are made on the Card. Even if you ask us to cancel the Card, you will be liable for all Charges made with

any Card if you or an Additional Card Member continues to use the Card or Account.

**Cancellation by us.** We may end this Agreement if your Account is cancelled and you have paid off all amounts you owe us. We may cancel your right to use the Card at any time, with or without cause and without prior notice, but we will inform you of this either in writing or by phone.

**Cancellation by Additional Card Member.** An Additional Card Member may at any time cancel the Additional Card.

**How to cancel a Card.** A cancellation of a Card by you or an Additional Card Member will not take effect until:

- you advise us over the phone or in writing; and
- no more Charges are made on the Card. You will be liable for all Charges made with any Card even if you ask us to cancel the Card, if you or an Additional Card Member continues to use the Card or Account.

**Your obligations after cancellation.** If a Card is cancelled for any reason you must:

- ensure that all use of the Card stops; and
- either destroy the Card, or hand it over to any Merchant which requests it, or to any third party we nominate; and
- inform Merchants not to make any further Charges on your Account; and
- continue to make all payments that become due on the Account under these Conditions.

If the Primary Card is cancelled for any reason, all Additional Cards will automatically be cancelled at the same time. You will be responsible for cancelling any authorities given to third parties to debit the Account (such as to make monthly debits for life insurance). We take no responsibility for cancellation of those authorities.

**Reinstatement of a cancelled Card.** If we reinstate a cancelled Card, then these Conditions will continue to apply to your use of the Card, subject to Section 26 of these Conditions.

### **13. Suspension**

**Our rights.** We may on reasonable grounds immediately:

- suspend your right to use the Card (including any Additional Card) for any reason;
- Suspend any feature on your Account; or
- Withdraw or not reissue any Card;

even if the Account is not in default and without prior notice. We will notify you as soon as reasonably practicable if we take any of these actions.

**Consequences of suspension.** Once your Card is suspended you must not use your Card until such time as we notify you that your rights to use the Card are no longer suspended. During a suspension, we do not lose any of our rights under these Conditions or at law, and your obligations under these Conditions continue. These same Conditions will continue to apply if and when a suspension is lifted.

## **14. Use of the Card**

Each Card remains our property at all times. You may only use the Card within the validity dates shown on its face. On expiry of the Card, you must destroy it immediately.

**Prohibited uses.** You must not:

- give the Card or your Account number to others or allow them to use it for Charges, identification or any other purpose (you will be liable for all Charges incurred on the Card as a result);
- use the Card to purchase anything for the purpose of resale;
- return any goods, tickets or services obtained with the Card for a cash refund;
- use the Card to obtain cash from a Merchant for a transaction recorded as a Purchase;
- obtain a credit to your Account for any reason other than as a refund for goods or services previously purchased with the Card;
- use the Card if a petition for your bankruptcy is issued (unless the petition is no longer in force), or if you do not honestly expect to be able to make the minimum required repayment in full on receipt of your monthly statement;
- use the Card if it is found after having been reported as lost or stolen; or
- use the Card if it has been suspended or cancelled.

## **15. Approving and Declining Charges**

We may require Charges to be authorised by us before they are accepted by a Merchant. We may decline a Charge on reasonable grounds. Reasons we may do this include suspected unauthorised or improper use, fraud, technical difficulties, our assessment of your credit worthiness, if the use of the Card would be prohibited, you have insufficient available credit or because certain types of Charges are not available. This may occur even if your Account is not in

default. In some cases, a merchant may seek a pre-approval for a Charge. If this happens, your available credit will be reduced by the amount of the pre-approval which may restrict your ability to make further Charges.

## **16. Lost, Stolen or Misused Cards**

**Notify us immediately.** You must notify us immediately, by telephone or otherwise, if:

- a Card is lost or stolen;
- a renewal Card has not been received; or
- you suspect that a Card is being used by someone else.

Notify us by telephone, please keep a record of the date and person to whom you spoke, and confirm the notification to us in writing. It is important for both your protection and ours that we have evidence of notification of lost, stolen or misused Cards.

If a Card reported lost or stolen is later found, you must destroy it.

### **Liability for unauthorised Charges.**

Where you have notified use under the 'Notify us immediately' section above, you will not be liable for any fraudulent Charges made after we receive notice, and in any case your maximum liability for fraudulent Charges shall be limited to \$50, provided that neither the Primary nor any Additional Card Member has been in any way involved in or benefited from the fraud, theft or misuse of the Card.

### **Liability for unauthorised Cash Advance transactions**

You will not be held liable for any unauthorised Charges resulting from the use of your PIN:

- which occur before you have received the Card or your PIN; or
- which occur after you notify us of a loss, theft or suspected unauthorised use of the Card or PIN; or
- where it is clear that neither you nor any Additional Card Member contributed in any way to those losses; or
- caused by the fraud or negligence of our employees or agents or of merchants or companies involved in our networking arrangements or who are linked to the electronic funds transfer system or of their agents or employees; or
- relating to Cards that are forged, faulty, expired or cancelled.

You **will** be held liable for unauthorised Charges which occur before we have been notified of the misuse, loss or



theft of the Card or breach of PIN security where you have, or an Additional Card Member has, contributed to those losses, for example by:

- voluntarily disclosing the PIN to anyone, including a family member or friend; or
- indicating the PIN on the Card; or
- keeping a record of the PIN (without making any reasonable attempt to disguise the PIN) with any article which is carried with the Card or which is likely to be lost or stolen at the same time as the Card; or
- allowing another person to use the Card.

If you or an Additional Card Member contributes to losses resulting from unauthorised transactions by unreasonably delaying notification to us of:

- the misuse, loss or theft of the Card; or
- the PIN becoming known to someone else, then

you will be liable for the actual losses which occur from the time when you or the Additional Card Member became aware (or should reasonably have become aware in the case of a lost or stolen Card) to the time when we were actually notified.

In determining whether you have, or an Additional Card Member has, contributed to losses, we will consider all reasonable evidence, including all reasonable explanations for the transaction occurring. The fact that the Account has been accessed with the correct PIN will not of itself be conclusive evidence that you have, or an Additional Card Member has, contributed to the losses.

## **17. Billing Address**

You must notify us immediately of any change in your name and/or billing address or the names of any Additional Card Member.

## **18. Taxes and Duties**

You must pay any government tax, duty or other charge imposed by law in any country in respect of the Card, your use of it, any Charge or any other transaction on the Account.

We may charge to your Account in advance the full amount or a reasonable part of that tax, duty or other charge (as determined by us) except as prohibited by law.

## 19. Enforcement Expenses

You will pay us our reasonable costs in recovering or attempting to recover Charges from you or otherwise enforcing our rights under these Conditions, including legal fees on a solicitor/client basis, except as prohibited by law.

## 20. Foreign Currency Charges

If you make a Charge in a currency other than New Zealand dollars, that Charge will be converted into New Zealand dollars. The conversion will take place on the date the Charge is processed by American Express, which may not be the same date you make the Charge. If the Charge is in U.S. dollars it will be converted directly into New Zealand dollars. In all other cases, it will first be converted into U.S. dollars and then into New Zealand dollars. However you will only be charged on currency conversion fee.

Unless a specific rate is required by law, conversion rates will be used based on interbank rates that it selects from customary industry sources on the business day prior to the processing date, increased by a single conversion commission as specified on your Financial Table. If Charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates and may include a fee selected by them.

The amount of any refund of a Charge in a foreign currency will generally differ from the amount of the original Charge because:

- in most cases, the rate applied to any refund will differ from the original rate applied to the Charge; and
- any currency conversion fee charged on the original purchase is not refunded. However, we do not charge an additional currency conversion fee on the refunded amount.

## 21. Payments

**How to make payments.** Details of how to make payments are on the Card statement. When paying by mail, or by other means we advise from time to time, please allow seven days for the payment to reach us. We may apply your payments to any amounts debited to your Account in any order we choose.

**Currency of payment.** You must always pay us in New Zealand dollars. If we agree to accept payment in another currency:

- we shall convert your payment to New Zealand dollars at our rates and credit it to your Account; and
- you must pay a conversion commission as specified on your Financial Table.

## 22. Late or Part Payments

We may at our discretion accept late or part payments or any payment described as being in full or in settlement of a dispute. If we do so, we shall not lose any of our rights under these Conditions or at law, and it does not mean we agree to change these Conditions.

## 23. Dishonoured Payments

**Dishonoured payments.** These occur if:

- we receive a payment from or for you which is not honoured in full; or
- you pay us through the Direct Debit option and our debit to your account with a financial institution is not honoured in full.

**Consequences of a dishonour.** For each dishonoured payment, you must pay to us:

- the dishonoured amount; plus
- a dishonour fee as specified on your Financial Table; plus
- interest charged on the dishonoured amount under Section 8; plus
- our reasonable collection costs and legal fees that are reasonably incurred by us, as permitted by law.

Under Section 30, a dishonoured payment may also be a default of the Account

## 24. Problems with Statements or Purchases

**What you should do.** You must notify us in writing of any omission or error on the statement as soon as possible and, in any case, before the payment due date and we will do our best to resolve your problem. You should retain all transaction receipts and check them against your Card statements. You are responsible for disclosing all relevant information available to you about the subject matter of any complaint.

- We will advise you in writing of our procedures for investigation and resolution of the complaint; and
- if we ask you for a written confirmation or statement regarding your dispute, you agree to give us one.

**Investigating complaints.** We will advise you of the outcome of the investigation and the reasons for the outcome as soon as the investigation of a complaint has been completed. If the outcome is that there has been an incorrect debit or credit to the Account, we will adjust the Account accordingly (including any interest charges) and advise you of the adjustment.

If you are not satisfied with the outcome of our investigation, you may pursue your complaint with our licensed dispute resolution scheme, **Financial Services Complaints Limited**. You can contact them on 0800 347 257 or write to them at [info@fscl.org.nz](mailto:info@fscl.org.nz) or PO Box 5967, Lambton Quay, Wellington 6145.

**Our responsibility.** Except as required by law, we are not responsible for goods or services charged with the Card, or if a Merchant refuses to accept the Card. Merchants may impose their own additional restrictions on using the Card, and we are not responsible for this. If you have a complaint or problem with a merchant, you must still pay all Charges you have authorised on your Account and settle the dispute directly with the merchant.

## **25. Automatic Card Renewal**

You request us to issue you and any Additional Card Member with a renewal Card whenever the current Card expires. You must pay any applicable Card fees when we bill you, until you notify us not to issue a renewal Card.

## **26. Replacement and Renewal Cards**

A new credit contract is not formed on the issue of a replacement or renewal Card. The credit contract between you and us for the Card and the Account remains in force.

**New Conditions.** If new Conditions do not accompany a replacement or renewal Card then these Conditions apply to your use of that Card. If new Conditions accompany that Card, those Conditions apply as a change to these Conditions after we notify you of that change as required by law (see Section 32).

## **27. Exchange Control and Tax**

You must comply with all applicable exchange control and tax laws governing the use of the Card. You indemnify us against our loss or liability as a consequence of your failure to comply with these laws.

## **28. Goods and Services**

If you use the Card to buy goods or services requiring regular or instalment payments, such as insurance, you:

- authorise us to pay the instalments for you when due; and
- must pay us for the instalments when we bill you.

We will stop paying those instalments if you send to us and to the person receiving them (such as an insurance company) written notice requesting us to stop paying them.

## **29. Insurance**

We identify insurance providers and products that may be of interest to some of our Card Member. In this role, we do not act as an agent or fiduciary for you, and we may act on behalf of the insurance provider, as permitted by law. We want you to be aware that we receive commissions from providers and commissions may vary by provider and product. Also, in some cases, an American Express entity may be the reinsurer and may earn reinsurance income. The arrangements we have with certain providers, including the potential to reinsure products, may also influence what products we identify. We do not require you to purchase any insurance product, and you may choose to cover your insurance needs from other sources.

## **30. Rights Against a Merchant**

If you dispute a Charge with a Merchant, we may at our discretion, credit your Account for all or part of the disputed amount. If we do so, whether we are legally required to make the refund or not, you and any Additional Card Members agree that you are automatically deemed to assign and transfer to us all rights and claims (excluding tort claims) against the Merchant. You agree that you will not pursue any claim against the Merchant for the credit amount, and you must co-operate with us if we decide to do so.

## **31. Default**

**When the Account is in default.** We may treat your Account as being in default if:

- you fail to pay us any amount when it is due;
- you incur or attempt to incur Charges beyond your Credit Limit;
- you fail to comply with these Conditions;
- a payment you make to us is not honoured in full;
- you give us false or misleading information;
- you breach any other agreement that you may have with us or another American Express company;
- a petition for your bankruptcy is issued; or
- any other creditor seizes, or attempts to seize, any of your property'; or
- we suspect any illegal, improper or fraudulent use of your Account.

**Our rights after default.** If your Account is in default we may (after giving you any notice required by law):

- require you to pay us immediately all sums outstanding on your Account and any other amounts which become payable by you under these Conditions; and/or
- cancel all Cards issued on your Account (see Section 12).

On payment of all the amounts required above the contract for use of the Cards and the Account will be terminated without the need for further notice.

**Our enforcement expenses.** If your Account is in default, you must pay our enforcement expenses (see Section 19).

## **32. Changing these Conditions and the Financial Table**

**Our rights.** We may change these Conditions or the Financial Table including the Annual Percentage Rate at any time by giving you notice either in writing to your last known billing address or by advertisement in public notices columns of major newspapers or in any other manner allowable or required by law.

**Examples of changes.** Without limiting the things we may change, we may replace or add to these Conditions and the Financial Table, and may change:

- the Annual Percentage Rate;
- the method of calculating the minimum repayment;
- the frequency or time for payment of any repayments;
- the amount of any fee or charge, or impose a new fee or charge;
- the frequency or time for payment of any fee or charge;
- the Credit Limit;
- the method of calculating or debiting interest.

**Your rights.** If you do not wish to accept any change to these Conditions you may cancel the Card by giving us notice over the phone or in writing within 30 days of receiving the notice of change, ceasing use of the Card and also destroying the Card. We will then refund a pro-rated portion of any annual fee that has been paid. You will still be liable for all Charges incurred (see Section 12 for cancellations).

### **33. Notices**

Subject to any other period imposed by law, you will be deemed to have received any notice we give you under these Conditions seven days after we send it, unless you actually receive it earlier. We may send any notices to you at your last billing address as shown on our records.

### **34. No Waiver of Our Rights**

We may choose to delay enforcing or to not exercise rights (in part or in full) under these Conditions. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.

### **35. Assignment**

We may sell, transfer or assign any of our rights or obligations under these Conditions. For example we may do this if we sell part of our business or if we sell any debt you owe. You agree that we may disclose any information or documents held about you to help us exercise these rights. You may not sell, transfer or assign any of your rights or obligations under these Conditions.

### **36. Evidence**

You agree that a certificate signed by one of our officers stating the amount you owe us under these Conditions (in the absence of evidence of fraud or negligence) will be proof of such amount. You will also agree that a copy produced from a microfilm of any document relating to your Account with us may be made and/or submitted to us electronically and directly from a Merchant through an electronic point-of-sale device. You agree that a certificate signed by one of our officers stating the amount of such Charges based on the electronic records we have received (in the absence of evidence of fraud or negligence) will be proof of such amount.

### **37. Applicable Law**

To the extent that any applicable law would make a provision of these Conditions void, illegal or unenforceable, or a provision of these Conditions would breach any applicable law, these Conditions are to be read as if that provision were varied to the extent necessary to comply with the law or, if necessary, omitted.

## 38. Governing Law

These Conditions are governed by the laws of New Zealand.

## 39. Privacy Act and Consent

In accordance with the Privacy Act, you can access personal information about you held by us, and advise if you think it is inaccurate, incomplete or out-of-date.

To arrange access to personal information about you, or enquire generally about privacy matters, write to:

The Privacy Officer,  
American Express International (NZ), Inc.,  
PO Box 4005,  
Auckland 1140  
New Zealand.

In this clause 'personal information' means information about you and any Additional Card Member, including your financial circumstances, credit worthiness, credit history, credit standing, credit capacity, your use of the Card and conduct of your Account and 'organisation' means the organisation, if any, whose name, logo or trademark appears on your application or on the Card issued to you.

You agree that, subject to the Privacy Act, we and our agents may do the following (and other persons mentioned below can disclose personal information to us for these purposes):

- **Information from credit reporting agencies.** Obtain credit reports about you from credit reporting agencies to confirm your identity and to assess your application or to collect overdue payments from you, and obtain personal information from a business that provides commercial credit worthiness information.
- **Confirmation of identity.** Verify with the LTNZ drivers license and car registration information provided by you and any Additional Card applicant.
- **Disclose to credit reporting agencies.** Disclose personal information to credit reporting agencies and the organisation before, during or after providing credit to you. This includes, but is not limited to:
  - that you applied for a Card and the overdraft limit, and that we are a credit provider to you;
  - repayment history on your Card account
  - advice about Card payments which are in collection (and advice that payments are no longer overdue);
  - advice that payments made by you were dishonoured, such as direct debit requests;



- our opinion that you do not intend to meet your credit obligations;
  - that you have committed a serious credit infringement
  - that credit provided to you has been paid or otherwise discharged; and
  - sharing your Card application and whether it was successful.
  - any other information as permitted under the Privacy Act.
- **Credit providers.** Exchange personal information with the organisation and credit providers named in your Card application or in a credit report issued by a credit reporting agency.

This is for purposes including but not limited to:

- assessing your credit worthiness, your Card application and any subsequent application you make for credit including applications for Additional Cards;
  - notifying other credit providers of your default or failure to comply with these Conditions;
  - exchanging information about your Card Account where you are in default;
  - approving or declining a transaction you wish to make with the Card; and
  - our administration of your Account
- **Persons you tell us about.** Exchange personal information with any person whose name you give us from time to time. This includes, for example, for the purpose of confirming your employment and income details with any employer, landlord/mortgagee, accountant, financial adviser or tax agent named in your application for the Card.
  - **Additional Cards.** You authorise us to give an Additional Card Member information about their use of the Account, by way of example but not by way of limitation, to their Charges, their Account balance or their personal details.
  - **Collection agent.** If you are in default under the Card Account, notify and exchange personal information with our collection agent.
  - **Co-brand partners.** Exchange personal information with the organisation for marketing, planning, product development and informational purposes including for the administration of a rewards programme, if any.
  - **Marketing lists.** Use personal information for marketing purposes. This includes putting your name and contact details on marketing lists for the purpose of offering you goods or services of an American Express company or of any third party acting on behalf of American Express, by

mail, email or telephone or having our related companies do so directly. Please call 0800 656 660 if you wish us to remove your name from our marketing lists.

Please allow 6–8 weeks to process your request.

- **Our service providers.** Transfer personal information confidentially to our related companies and other organisations which issue or service American Express Cards or provide services to us. This includes transferring personal information to the United States or other countries for data processing and servicing.
- **Call monitoring.** Monitor and record your telephone conversations with us from time to time for staff training and service quality control purposes.

You understand and agree that we at times may become legally obligated to disclose information about you and your account(s) to others.

## **40. Contact Details**

If you wish to contact us for any reason relating to the Card, phone our Card Member Services department on 0800 656 660 or write to us at:

American Express International (NZ), Inc.  
Card Member Services  
PO Box 4005  
Auckland 1015  
New Zealand

Outside New Zealand you should contact American Express Service on 64 9 367 4247.

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