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BANK OF THE COOK ISLANDS Vaka Debit Mastercard Conditions of Use

As soon as you sign or use your Vaka Debit Mastercard, you are deemed to have agreed to the conditions of use in this document and you will comply by them.

These Conditions of Use form the contract between you as the card holder and the Bank of the Cook Islands Ltd (BCI).

1 Under our conditions of use you are required to:

- keep your Personal Identification Number (PIN) confidential,
- agree that your card is the property of the Bank of the Cook Islands Ltd.
- sign the back of your card as soon as you receive it.

If you have any enquiries about your Vaka Debit Mastercard, you can call us – 24 hours a day, 7-days a week on 29341 or email cards@bci.co.ck. If you need to write to us, our address is Bank of the Cook Islands, PO Box 113, Maire Nui Drive, Avarua, Rarotonga, Cook Islands.

Please let us know immediately if you change your address or personal details.

2 Receiving and signing your card

When you receive your card you must immediately sign it before using the card. Please contact us to find out about sending a card overseas or receiving a card while you are overseas.

3 Ownership of your card

Your card and card number are the property of the Bank of the Cook Islands Ltd. Do not copy or reproduce the card. You are required to destroy or return your card to us on our request.

4 Selecting your PIN

It is necessary for you to select a personal identification number (PIN) before you can use your Vaka Debit Mastercard.

When you select your PIN, you should choose a number that you will be able to remember. You must not choose numbers easily connected to you such as birth dates, parts of your telephone number, parts of your card number, parts of your driver license number or sequential or easily identified numbers (e.g. 2345 or 2222, months or years).

We recommend using different PIN for different cards

5 Protecting your card or PIN

*For your security, your PIN must **NOT** be:*

- written down, especially not on the card
- kept in any form with the card,
- disclosed to any other person, including bank staff, the Police, friends, family members, or negligently or recklessly disclosed. You must ensure no one can see you enter your PIN at ATMs and EFTPOS (Electronic Funds Transfer at Point of Sale) terminals, also referred to in this document as EFT terminals.

You must exercise every possible care to ensure the safety of your card and to prevent disclosure of your PIN. You must not allow others to use your card, card number or PIN. Always get your card back after using it. Do not leave your card



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in an unattended wallet, purse or vehicle or anywhere anyone could remove without being noticed (particularly in night clubs, hotels or restaurants). If your card is lost or stolen together with your PIN, it can be used for unauthorised transactions, which may result in a loss to you.

6 Lost or stolen card / PINs

You must notify us immediately if:

- your card is lost or stolen
- your PIN becomes known to someone else
- a record of your PIN is lost or stolen

You will be required to provide information on how the loss occurred.

7 After hours contact

If the loss of your card occurs outside normal hours immediately notify us on 29341 and confirm any telephone notification of loss in writing within Seven (7) days to the Bank of the Cook Islands, PO Box 113, Rarotonga. We may pass on all relevant information to the Police.

If you are outside Cook Islands, please:

- notify us by calling +682 29341.

There may be a charge to your account if a replacement card is required.

Refer to our [Fees Brochure](#) for more details on our website bci.co.ck

8 Liabilities

8.1 Liability for losses which result from lost/stolen cards/PINs

Once you have told us that your card has been lost or stolen, or your PIN disclosed, either in the Cook Islands or overseas, you will not be held responsible for any unauthorised use of your card after that time, unless you have acted fraudulently or negligently. You will be liable to all transactions that occurs before you notify us.

In the above instances, your maximum liability will be the lesser of:

- the actual loss at the time of notification, or
- the maximum amount that you would have been entitled to withdraw from your account between the time your card is lost/ stolen and the time you notify us,
- the total credit available from your account

If your card gives you access to an account with a credit facility, failure to look after your card and PIN could result in a substantial loss for which you could be held responsible.

There may also be a charge to your account if a replacement card is required.

8.2 BCI's liability

BCI will be responsible for any direct and/or reasonably foreseeable loss or damage caused by the failure of either your card or any electronic funds device (excluding any card or EFT terminal which is obviously faulty, or in the case of an EFT terminal which has been advised by message, notice or display as being faulty by way of malfunction or unavailable) to function properly.

We will also be liable for any direct or indirect loss or damage which results from the fraudulent or negligent acts or omissions of our employees or agents.



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8.3 Liability for transactions charged to your account

You are responsible for all transactions made with the use of your card or card number. You will be required to pay us the amounts on all:

- cash advance and sales vouchers signed or authorised by you or another cardholder on your account,
- mail, telephone, internet order or email transactions and recurring payments authorised by you or another cardholder on your account,
- CNP (card not present) transactions carried out on your account using your card(s) or the card of another cardholder on your account,
- other transactions authorised by you or another cardholder on your account and approved by us.

There are risks involved if you or another cardholder on your account initiates a transaction by mail order, telephone order, internet or by email. You are giving authority to the merchant to process a CNP transaction or issue a sales voucher for the purchase amount which will be debited to your account. You should consider the security and standing of the company or entity you are doing business with. If you or another cardholder on your account initiate recurring payment transactions, i.e. if you agree with a merchant that an amount will be debited against your account on a regular basis, then you are liable for meeting those transaction amounts even if you close your account.

In certain circumstances your agreement with the merchant may authorise the debiting of your account with additional purchase amounts without the need for your signature. Provided these amounts have been incurred under the terms of that agreement they may be charged to your account.

9 Incorrect or unauthorised transactions

If you think a transaction shown on your statement is incorrect, you can dispute it, provided you notify us in writing **within 60 days from the date of the transaction**. Refer to clause 18 Transaction Dispute

10 Card transaction requirements and limits

Use of your card constitutes an irrevocable order to the Bank of the Cook Islands Ltd and you may not stop payment of a transaction made using your card. There are limited circumstances under which we can reverse a transaction which will be subject to the rules of the relevant **Mastercard® scheme rules and Global Chip Shift Program**. **Further information can be found on the Mastercard® website <https://www.mastercard.us/en-us.html>**. For example, we cannot reverse a transaction where there is a dispute with a merchant about the quality of goods and services. We will not be responsible for the goods and services supplied by any merchant, and any complaints you have with the merchant must be resolved by you.

Electronic funds transfers will be debited to your account on the day the transaction is made, or as soon as possible thereafter, subject to our right to vary the date of debiting due to circumstances beyond our control.

When you use your card in an electronic fund's device other than a BCI ATM or branch terminal, the transaction will be processed as soon as we are notified by the bank that owns the electronic funds device you used.

When systems are fully operational, the daily transaction limits for EFT transactions made with your card, subject to the available funds in your nominated account(s), are a maximum of:

- on EFTPOS device, \$10k, some devices may require split into smaller payments.
- \$1,000 daily cash withdrawal at a BCI ATM from any account that can be accessed by your card. Other banks set their own ATM daily cash withdrawal limit
- \$5,000 daily online purchases (card not present).
- For Tap and Go and PayPass™ transactional limits varies by bank and country.



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Limits can temporarily be set higher for EFTPOS and online purchases upon request.
For online purchases (card not present), contact us on 29341 or email cards@bci.co.ck to enable the service

You will be obliged to pay any amounts debited to your accounts which exceed your available balance where circumstances beyond our control result in the delay in processing of transactions made by yourself on preceding days. These delays can be caused by but not limited to such actions as eftpos payment, paper processed transactions, on line purchases, or purchases made over a weekend or public holiday.

In respect of off-line funds transfers, any voucher signed or authorised by you shall be authority for us to process the transaction to your account. The transaction will be processed as soon as we receive it.

If you initiate a transaction with your Vaka Debit Mastercard by mail order, telephone order or via the Internet you are authorizing the merchant to process an EFT transaction or issue a sales voucher for the purchase amount which will be debited to your account. If you initiate recurring payment transactions (i.e. if you agree with a merchant that an amount will be debited against your account on a regular basis), then you are liable for meeting those transaction amounts even if you close your account.

The acceptance of an electronic fund's transfers or an off-line funds transfer is not a representation by us that you have sufficient funds in your account to cover the transfer of funds. Where a transfer overdraws your account, normal overdraft charges will apply. Details of these charges are available from any of our branches or by calling us on 29341.

If an off-line funds transfer is processed to an account that has been closed or is open and there are insufficient funds to permit the transaction, we will not be deemed in any way to have consented to that transfer. You are liable for meeting the transaction amount.

If you wish to dispute a transaction on your statement, you may do so. See the section on 'Transaction disputes' later in this booklet. In addition to these conditions of use, the use of your card is also subject to the conditions which apply to your account.

11 Card acceptance & limitations

In the Cook Islands, your card will be accepted in any electronic funds device or by any merchant displaying the Mastercard® symbol. Overseas, the card will be accepted by banks and merchants displaying the Mastercard® symbol and at any electronic fund's device displaying the Mastercard® symbol. However, we will not be held liable if any bank or merchant either refuses to accept the card or will not allow the card to be used to purchase particular types of goods and services available at the premises. We will not be responsible for the goods and services supplied by any merchant. Any complaints you have with the merchant must be resolved by you.

The use of your card for foreign currency transactions may be subject to exchange controls or other government requirements. Mastercard® processes, and converts, into New Zealand dollars, cash advances, purchases and/or charges made in foreign currencies at the rate(s) of exchange fixed by Mastercard® Worldwide on the day of the transaction (and not necessarily the date that you enter into your transaction).

In addition to local and overseas ATM and Eftpos fees, you may be charged BCI fees and/or a foreign currency conversion fee charged by the bank on any such foreign currency transaction. Details of BCI fees are available upon request from BCI.

12 Contactless (Tap & Go™, PayPass™) Transactions

You may use your Vaka Debit Mastercard to make a contactless transaction with any bank or merchant displaying the Mastercard® symbol and the MasterCard Tap & Go™ symbol.



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You will be required to enter your PIN or sign to use your Vaka Debit Mastercard for Tap & Go™ transactions over certain limits. Limits will vary, which we have no control over.

For security purposes, you may also be required to enter your PIN or sign to use your Vaka Debit Mastercard from time to time to make a Tap & Go™ transaction.

Some merchants may apply a surcharge to purchases made by tapping your card on the Tap & Go™ terminal. This should be drawn to your attention before you proceed with the transaction. This surcharge amount will be added to your purchase amount and debited from your account.

13 Damaged or faulty cards

In the event that your card becomes damaged or faulty, we will issue you with a new card when you return the damaged/faulty card to us, together with a description of how the damage or fault occurred. There may be a charge to your account for this replacement card. Such a replacement card will be subject to these terms and conditions as if it were the original card.

14 Fees and Charges

Charges that may be incurred and charged to your account are subject to change. Charges may include:

- annual card charges
- replacement card charges
- urgent replacement card charges
- courier/freight charges for replacement cards
- voucher search charges
- transaction charges
- government duties or taxes
- using another banks ATM charges
- foreign currency fees

The Rates and Fee Schedule is available from BCI by calling 29341 or online bci.co.ck.

15 Authorisations and debit holds

Purchases made using the Vaka Debit Mastercard may result in BCI holding the equivalent amount of funds in your account until the payment is processed by the merchant. Funds may be held up to a maximum of 7 business days. Merchants may also check the card authenticity by requesting a hold for a nominal amount. This often occurs with hotels, airlines and online shopping merchants and will remain in place for the full 7 business days and may temporarily reduce the amount of available funds in the account. If authorisation was given for the purchase or payment, the balance on your account may be greater than the available funds in your account.

16 Terms & conditions set by third parties

In addition to these conditions of use, the use of your card in an EFT terminal is subject to the conditions imposed from time to time by other financial institutions who are parties to any EFT system.



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17 Card cancellation

BCI may cancel your card at any time or refuse to replace the card after the expiry of the 'valid thru' date without prior notice. If you are notified that your card has been cancelled, you are required to cut your card in half and return it to BCI.

You may cancel your card by notifying us in writing, cutting the card in half and returning it to BCI. You remain responsible for any transactions, fees, interest, collection charges and penalties incurred up to and including the date of cancellation until all monies outstanding have been paid in full.

18 Transaction disputes

You are responsible for checking your transactions regularly through your online statements to ensure accuracy and advising us of any mistakes. If you do not notify us of a disputed transaction within the time period stated below then the charge or record of the transaction will remain on your account.

If you dispute any transaction, you must notify us in writing **within 60 days** of date of the transaction, giving the following information:

- your name and card number,
- the amount and nature of the disputed transaction, attaching (if available) a copy of the transaction record or sales voucher in support of your case,
- details of the EFT terminal (if any) at which the disputed transaction occurred,
- details of the website (if any) through which the disputed transaction was initiated,
- the date and approximate time (if known) on which the disputed transaction occurred, and details of any formal complaint lodged with the Police.

Once you have notified us of the disputed transaction we will investigate the matter and acknowledge your complaint within 5 days. Where it is established that an error did occur (whether it was the disputed transaction complained of or not) it will be corrected, and you will be advised of any appropriate adjustments which will be made to your account in respect of credit charges and other charges. If, as a result of our investigation, we believe the charge or transaction should remain, we will write to you setting out our reasons and service charge. Failure to report the incorrect, invalid or unauthorised transaction **within 60 days** will mean we cannot reverse the transaction and you will have to pay for it.

If you have followed BCI's internal complaints procedure and you are still not satisfied with the outcome of the investigation, you may refer the matter to the Office of the Ombudsman in the Cook Islands.

In respect of disputes between merchants and cardholders, **refer to clause 10 Card transaction requirements and limit.**

19 Variation of conditions of use

We reserve the right to vary these conditions of use. Notice of any changes to these conditions will take effect no less than 7 days after the date of notice and will be given either by:

- posting to your last known address or by email; or
- notices in our branches; or
- statements in the media (including public notices via our newsletters); or
- on our website bci.co.ck.

Mastercard® is a registered trademark of Mastercard International Incorporated. Tap & Go™ and Paypass™ are a trademark of Mastercard International Incorporated.



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20 Simple Customer Tips

Card Security:

- Treat your card as if it was cash – keep it in a safe place, don't let anyone use it
- Take care when entering your PIN at an ATM or EFTPOS terminal - don't let anyone see it
- When you receive a new card, sign the strip on the back straight away
- When your card expires, cut it in half through the magnetic strip

Pin:

- Don't let anyone know your PIN - family, friends, bank staff, or police
- Memorise your PIN. Don't write it down anywhere
- Choose a PIN that won't be easily identified
- Don't use your birth date or phone number or PIN that has an easy combination; such as 0000 or 1234
- Don't use a PIN that you use for other purposes (e.g. your mobile phone PIN)

Lost/Stolen Card:

If your card has been lost or stolen, or someone else knows your PIN, cancel your card immediately

Verifying Transactions

- Check your transactions, even the small ones because criminals sometimes "test" stolen accounts by buying inexpensive items first. Always do this after you've been on an overseas trip
- Print out a copy of your purchase so you can check it against your card statement
- Always check your card statements for any suspicious transactions, including transactions you don't recognize or don't remember making

Website Security

- Only shop online with reputable stores or merchants you know and trust. If you're not sure, ask questions and find out more about the merchant. If you're still not sure, shop somewhere else
- Only shop on secure, encrypted websites. This helps to ensure that the information you send over the Internet won't be intercepted. Look out for web addresses starting with <https://> and a padlock or unbroken key at the top or bottom of your screen

END OF CONDITIONS OF USE