



activa Account Terms and Conditions

Important - Please read these Terms and Conditions
before you use your **activa** Card.

Part I - General

Relationship of Parties:

The **activa** Account and related banking services are provided by ASB Bank Limited.

The **activa** Account Serious Health Event benefit policy and the **activa** Plan are underwritten by the Southern Cross Medical Care Society.

Neither Activa Health Limited nor the Southern Cross Medical Care Society is a registered bank.

Activa Health Limited is the agent of (1) ASB Bank Limited with respect to the **activa** Account for specific purposes and (2) Southern Cross Medical Care Society with respect to the **activa** Account Serious Health Event benefit policy and the **activa** Plan. Activa Health Limited receives services fees from ASB Bank Limited and Southern Cross Medical Care Society.

Queries

If you have any queries regarding the operation of your **activa** Account or Card, please contact Activa Customer Care on 0800 228 482 or write to us at Private Bag 92510, Wellesley St, Auckland.

A copy of ASB Bank Limited's disclosure statement is available free of charge at www.asb.co.nz

Acceptance of Terms and Conditions

The following Terms and Conditions govern the issue, acceptance and use of your **activa** Account and the **activa** Card(s). These Terms and Conditions form your contract with the ASB Bank Limited, PO Box 35 Auckland. By using your **activa** Account and/or your **activa** Card, the Cardholder(s) acknowledge acceptance of these Terms and Conditions.

Part II - Terms And Conditions

1.0 Definitions

In these Terms and Conditions the words and phrases referred to below are defined as follows:

- "Activa" means Activa Health Limited.
- "**activa** Account" or "Account" means the card account opened by us in the name of the Account Holder for the purpose of recording Card Transactions and charges payable pursuant to these Terms and Conditions.
- "Account Holder" means the person in whose name the **activa** Account has been opened and who is liable for all Card Transactions, fees, interest and costs payable in respect of an **activa** Account, whether or not those amounts payable were incurred by the Account Holder, an Additional Cardholder or a Supplementary Cardholder.
- "**activa** Card" or "Card" means the **activa** card issued to enable a Cardholder to conduct Card Transactions prior to the date of expiry stated on the **activa** Card and includes any Additional or Supplementary Cards.
- "**activa** Plan" means the optional health insurance policy underwritten by the Society and available to the Account Holder, subject to separate terms and conditions, including, without limitation, payment of the **activa** Plan Monthly Premium.
- "**activa** Plan Monthly Premium" means the monthly premium payable by the Account Holder as policy holder of the **activa** Plan, if applicable.
- "**activa** Website" means the website located at www.activa.co.nz
- "Additional Card" means an **activa** Card issued to an Additional Cardholder at the request of the Account Holder.
- "Additional Cardholder" means an additional cardholder, aged 18 years or over who has the authority of the Account Holder to view and amend **activa** Account contact details, view all Card Transactions, obtain current Account balance and Overdraft Limit, initiate bank error and unauthorised/disputed transaction notifications (as detailed in clauses 7.5 and 7.9), report a Card as lost or stolen, and request copies of Monthly Statements and tax certificates.
- "ASB Bank" means ASB Bank Limited, Corner Albert and Wellesley Streets, Auckland.

- "Cardholder(s)" means the Account Holder, the Additional Cardholder, or the Supplementary Cardholder.
- "Card Transactions" means any transactions on the **activa** Account initiated with an **activa** Card at a Merchant including any of the following transactions:
 - EFTPOS Transactions;
 - internet orders or payments;
 - recurring payments or a series of payments.
- "EFTPOS Transaction" means an Electronic Funds Transfer at Point of Sale transaction by which a Merchant is paid by the electronic transfer of funds at the time of purchase.
- "EFTPOS Terminal" means the electronic device connected to an electronic banking system which permits use of an **activa** Card for a Card Transaction through an EFTPOS Transaction.
- "Merchant" means a merchant, medical practitioner, retailer or other supplier of goods and/or services which becomes a participating **activa** merchant.
- "Monthly Contribution" means the monthly contribution paid into the **activa** Account via a direct debit payment from another bank account which shall not be less than the greater of (a) \$25 or (b) the sum equal to the **activa** Plan Monthly Premium and the monthly fees payable in respect of the **activa** Account, or such other sum as is notified by us to the Account Holder from time to time.
- "Monthly Statement" means the monthly statement of the **activa** Account.
- "Overdraft" is an optional service which you do not have to accept as a condition of obtaining an **activa** Account that is offered to you in connection with your **activa** Account, but subject to prior credit approval, may be made available to the Account Holder upon request.
- "Overdraft Limit" means the approved credit limit applicable to your **activa** Account.
- "Society" means the Southern Cross Medical Care Society.
- "PIN" means the Personal Identification Number which you may have selected for your **activa** Card which allows you to conduct EFTPOS Transactions.
- "Supplementary Card" means an **activa** Card issued to a Supplementary Cardholder at the request of the Account Holder.
- "Supplementary Cardholder" means an additional cardholder over the age of 16 years who can use an **activa** Card but cannot complete changes, or view details relating to the **activa** Account (save that the Supplementary Cardholder can enquire about Card Transactions made with the Supplementary Cardholder's Card).
- "we," "us," or "our" means either ASB Bank or Activa acting in its capacity as agent of ASB Bank, depending on the context.
- "you" or "your" means any Cardholder.

2.0 General

- 2.1 We must be satisfied with the identity of the Account Holder and the Additional Cardholder or Supplementary Cardholder before allowing an **activa** Account to be opened.
- 2.2 When you are dealing with us by telephone your call may be recorded for verification or training purposes.
- 2.3 The Account Holder's rights in the **activa** Account, including any credit balances cannot be assigned, mortgaged or charged except with our written consent.

3.0 Deposits

Initial Deposit

- 3.1 The Account Holder must pay an initial deposit of \$100, or such other sum as is notified by us, upon the opening of the **activa** Account. Such deposit will be paid by way of a credit card payment or by such other means accepted by us.

Monthly Contribution

- 3.2 Each month the Account Holder must pay the Monthly Contribution by direct debit payment. The amount of the Monthly Contribution will be shown on the Monthly Statement together with the date that the Monthly Contribution will be debited.
- 3.3 Any waiver of the Monthly Contribution requires our express written consent and such consent may be withheld by us at our discretion.

Additional Monthly Deposits

- 3.4 You may choose to pay a sum into your **activa** Account in addition to the Monthly Contribution. Any such payment will not relieve the Account Holder of their obligation to pay the Monthly Contribution stipulated on the following Monthly Statement.

4.0 Payments

- 4.1 Payments may be declined or reversed if there are insufficient funds in your **activa** Account or for other reasons. Funds paid into your **activa** Account may not be available for you to withdraw until the payment is cleared.
- 4.2 When funds become available may depend on a number of factors including the type of payment used and/or whether the payment was made on a non-business day or after banking hours. If we permit you to draw against uncleared funds, we are providing credit and will require to be repaid (including interest and charges) if the payments into your **activa** Account are reversed out.
- 4.3 All payments, deposits, or contributions paid into the **activa** Account, must be via an electronic payment from another bank account or by such other means accepted by us.
- 4.4 **Reversal of Electronic Payment Credits**
Any electronic payment credits (including, but not limited to direct credits and bill payments) received into the **activa** Account may be reversed by the paying bank after payment date. The Interchange and Settlement Rules agreed to by members of the New Zealand Bankers' Association will apply to the reversal of such electronic payment credits. Should an electronic payment credit be reversed in accordance with these rules, your **activa** Account will be debited with the amount of the reversal.
- 4.5 You should check all your entries in your **activa** Account statements supplied by us and must report to us any apparent errors or transactions you have not authorised to us as soon as possible. We will investigate any discrepancies referred to us and advise you of the outcome within a reasonable period. There may be a service fee charged for any investigations.

5.0 Your **activa** Card

Availability

- 5.1 You may initiate Card Transactions only in New Zealand at participating Merchants.

Signing

- 5.2 You must sign your **activa** Card as soon as you receive it.

Protection

- 5.3 You must not allow any other person to use your **activa** Card. You must also take all reasonable steps to protect your **activa** Card from theft or fraudulent use.

Liability of Account Holder

- 5.4 The Account Holder is liable for all amounts debited to the **activa** Account including any amounts debited to

the **activa** Account by an Additional Cardholder's Card or Supplementary Cardholder's Card and all amounts payable to ASB Bank pursuant to these Terms and Conditions whether or not the amounts arise from that person's use of an **activa** Card. This means that the Account Holder is required to pay all the money that is owed on the **activa** Account.

Ownership

- 5.5 Your **activa** Card belongs to us, it is not transferable and must be given back to us upon request, or given up by the Cardholder to a Merchant at our request.

Additional or Supplementary Cards

- 5.6 At the Account Holder's request, and on payment of the additional card fee charged at that time by us, we may issue an Additional or Supplementary Card. Neither an Additional Cardholder nor a Supplementary Cardholder may make such a request.
- 5.7 Only one Account Holder Card and one Additional Cardholder Card and a maximum total of nine Cards are permitted per **activa** Account.
- 5.8 We have no obligation to issue an Additional or Supplementary Card.

Replacement Cards following loss or theft

- 5.9 At the request of the Account Holder, and on payment of the replacement card fee charged at that time by us, we will replace any lost, stolen, or damaged **activa** Card.
- 5.10 These Terms and Conditions will apply to your use of any replacement **activa** Card as if it were your original **activa** Card.

Notification of loss or theft - What a Cardholder must do

- 5.11 If you lose or mislay your **activa** Card, or it is stolen, or if you know that your **activa** Card is in the possession of another person or Merchant, or you believe that another person has used your **activa** Card or gained knowledge of the PIN, you must immediately notify us and give all relevant information by phoning and advising **activa** Customer Care on 0800 228 482.
- 5.12 Upon receipt of advice of loss of your **activa** Card or disclosure of the PIN we may pass on all relevant information to the Police or Merchants. If we request that you lodge a formal complaint with the Police, and you choose not to do so, we may decline any liability for any loss you may suffer.

Notification of Account Holder's address

- 5.13 The Account Holder must keep us advised of any change in their address so long as your **activa** Account remains open.

6.0 Use of Your **activa** Card

Access to EFTPOS

- 6.1 Please note that due to mechanical fault, other service breakdown, or error you may be unable to access EFTPOS. In such circumstances, neither we nor Activa accept liability should you be unable to complete a Card Transaction.

Personal Identification Number ("PIN")

- 6.2 It is necessary for you to select a PIN before first use of an **activa** Card. The PIN selected is an "electronic signature" and must remain confidential to you alone. The PIN must be unique to your **activa** Card to access the **activa** Account and you must comply with the following rules: The PIN selected must not be unsuitable. Unsuitable PINs include:
- birth dates, months or years;
 - sequential numbers (e.g. 3456);
 - number combinations that may be easily guessed (e.g. 1111);
 - parts of your telephone number;
 - parts of numbers in the order in which they are printed on your **activa** Card;
 - other easily accessible personal data (e.g. drivers licence, locker number or other numbers easily connected with you).
- 6.3 You must safeguard your PIN. For instance you must:
- memorise your PIN;
 - not write down your PIN anywhere;
 - not disclose your PIN to anyone (including the Police, bank staff, **activa** staff, or your family);
 - take care to ensure no-one can see you enter your PIN when using EFTPOS, or utilising a computer to shop online;
 - report the disclosure or possible disclosure of your PIN as soon as you are aware or suspect your PIN has been disclosed.
- In addition, you should consider using a different PIN for different cards or equipment.

Authority to debit Account

- 6.4 By using your **activa** Card in conjunction with your PIN (with respect to EFTPOS Transactions) or by supplying your **activa** Card number to a Merchant (with respect to other Card Transactions) the Account Holder authorises us to debit the **activa** Account. Each Card Transaction will be carried out subject to authorities, conditions, or charges applying at the time.

Use within agreed limits

- 6.5 Provided you have requested and been approved an Overdraft, there are no restrictions on your access to the available cleared funds on the **activa** Account for Card Transactions within the Overdraft Limit.

Use of your **activa** Card for Cash Advances

- 6.6 You may not obtain cash advances with your **activa** Card at Merchants, at ATMs or within bank branches.

Range of Financial Services of Card

- 6.7 The **activa** Card offers you a broad range of financial services including:
- EFTPOS: EFTPOS Transactions may be performed by you through EFTPOS Terminals at Merchants to pay for goods and services by the electronic transfer of funds to the Merchant's account at the time of purchase.
 - Internet: Some Merchants may accept internet orders.
 - Recurring Payments: Some Merchants may accept recurring payment authority forms signed by you.

Authorised Transactions

- 6.8 You may perform EFTPOS Transactions through EFTPOS Terminals at Merchants to pay for goods or services, up to your available cleared funds in the **activa** Account.
- 6.9 Where a Merchant accepts the **activa** Card for internet orders, you may provide your **activa** Card number to such Merchants to pay for goods and services, up to your available cleared funds in the **activa** Account.
- 6.10 The amount recorded in relation to a Card Transaction will be regarded as being valid in the following circumstances:
- when that transaction has been incurred by use of your **activa** Card in conjunction with the activation of your PIN; or
 - when your **activa** Card number has been supplied to a Merchant in relation to that transaction including the supply of your **activa** Card number by internet web sites; or
 - where that transaction forms part of a set of recurring transactions initiated by way of a recurring payment authority form signed by you.
- 6.11 You cannot stop a Card Transaction.
- 6.12 The Account Holder may also transfer funds held in an **activa** Account to another account through **activa** Customer Care provided that the Account Holder has proved their identity to our satisfaction.

7.0 Disputes

Disputes with Merchants

- 7.1 Neither we nor Activa have liability to you for:
- any refusal by a Merchant to accept your **activa** Card; or
 - any defect or deficiency in the provision of goods or services acquired through the use of your **activa** Card.
- 7.2 Any dispute you may have in respect to either acceptance of the **activa** Card or in relation to the goods or services purchased, shall be resolved between you and the Merchant and shall be of no concern to us.
- 7.3 Any such dispute will not relieve the Account Holder of liability for payment of the amount due to us in accordance with the terms of payment set out in these Terms and Conditions. You should, therefore, exercise some care and be aware of the risks of using your **activa** Card to pay for goods or services in advance of receiving them. You should consider the standing of the company or entity you are doing business with.
- 7.4 We will encourage third parties to maximise your PIN security.

Complaints regarding bank error

- 7.5 If you believe there has been a bank mistake or funds have been lost or there is a bank error in a transaction, the Account Holder or the Additional Cardholder should immediately contact **activa** Customer Care on 0800 228 482 and provide the following information:
- Name
Card Number
Date and Time of Transaction
Amount of the loss or disputed transaction and such other information as is reasonably required.
- 7.6 The loss or dispute will be investigated and reported back to you within 30 days. If the investigation is not completed within this time, you will be advised of the delay and the reasons for it.
- 7.7 If it is established that a bank error did occur, we will promptly correct the error and adjust any fees or charges that may have occurred as a result.
- 7.8 If you are not satisfied with the results of the investigation you should contact **activa** Customer Care on 0800 228 482 and request that the matter be reviewed. If you are not satisfied with the outcome of that review you may refer the dispute to the Banking Ombudsman, phone 0800 805 950. We will assist by supplying all necessary details of the complaint.

Unauthorised/Disputed Transactions

- 7.9 If you consider that:
- details of a Card Transaction have been incorrectly recorded to the **activa** Account; or
 - a charge has been made to the **activa** Account which is not a valid or authorised charge;
- the Account Holder or the Additional Cardholder must notify us in writing within 30 days of the closing date of the statement on which the Card Transaction is charged, giving full particulars of the alleged error. Failure to do so within this time limit will mean we cannot reverse the transaction and the Account Holder will have to pay for it.
- 7.10 There are limited circumstances under which we can reverse a Card Transaction. For example, we cannot reverse a Card Transaction where there is a dispute with a Merchant as to the quality of goods and services or you have changed your mind about the goods or service.
- 7.11 Within 30 days of receiving your notice disputing a Card Transaction, we will acknowledge that we have received your notice and we will report back to you with the result of our investigation into the disputed Card Transaction as soon as practicable. If we agree with you that the details of a Card Transaction have been incorrectly recorded or a charge has been made to the **activa** Account which is not valid or authorised, we will correct the **activa** Account and reimburse any fees or charges levied as a result.
- 7.12 If you are not satisfied with our findings you should contact **activa** Customer Care on 0800 228 482 and request that the matter be reviewed. If you are not satisfied with the outcome of that review you may refer the dispute to the Banking Ombudsman, phone 0800 805 950. We will assist by supplying necessary details of the dispute.

8.0 Overdraft Limit on your **activa** Account

- 8.1 If an Overdraft Limit is requested and approved on the opening of your **activa** Account, it is shown on the Monthly Statement.
- 8.2 You must not exceed the Overdraft Limit which applies to your **activa** Account.
- 8.3 The Account Holder may apply at any time for the Overdraft Limit to be changed. We have the right to decide not to provide credit to you.
- 8.4 We may at any time, in our discretion, reduce or cancel the Overdraft Limit which applies to your **activa** Account and demand payment of the Overdraft Limit, interest and charges.

- 8.5 We will, upon request, provide the Account Holder and the Additional Cardholder with confirmation of the balance outstanding on the **activa** Account, and the current Overdraft Limit allocation as it applies to the **activa** Account.
- 8.6 If the Overdraft Limit which applies to the **activa** Account is exceeded, we have the right to:
- demand that the Account Holder pays to us the amount of the excess immediately; and
 - charge a fee at the rate or amount as may be determined by us from time to time for exceeding the Overdraft Limit; and
 - refuse to provide any authorisation which may be required for a Card Transaction; and
 - cancel the **activa** Account and demand payment of the Overdraft Limit, interest, and charges.

9.0 Liability for Payment of Transactions, Fees, Interest and Costs

- 9.1 The Account Holder must repay all credit for all Card Transactions incurred with an **activa** Card (including, for the avoidance of doubt and without limitation, an Additional Card and all Supplementary Cards) and all other transactions in accordance with these Terms and Conditions and all credit, interest and charges debited to the **activa** Account, whether or not arising from the use of an **activa** Card. The Account Holder must also pay:
- interest and any "late payment penalty fee" or any fee for exceeding the Overdraft Limit payable in accordance with these Terms and Conditions;
 - any costs associated with the collection of amounts overdue for payment on the **activa** Account (including tolls, collection agent's costs and legal fees on a solicitor/client basis);
 - any dishonour fees charged by us from time to time in relation to electronic payments made to the **activa** Account which are dishonoured;
 - any direct costs incurred by us in investigating an unauthorised/disputed transaction pursuant to clauses 7.9 – 7.12 of these Terms and Conditions, if that unauthorised/disputed transaction, after investigation by us, is regarded by us as being a valid transaction.
- 9.2 The Account Holder will be paid interest on any credit balance at the applicable interest rate disclosed to it from time to time, less any withholding tax we are legally required to deduct from such interest. If the Account Holder's IRD number has not been supplied, we may have to make this deduction at a higher rate. Interest on any credit balance will be calculated daily but will only be credited to the **activa** Account upon issue of the Monthly Statement.
- Late Payment Penalty when Monthly Contribution not paid
- 9.3 If the direct debit payment of the Monthly Contribution is dishonoured and the Account Holder fails to pay the Monthly Contribution shown on the Monthly Statement by the date specified on that statement, we are entitled to charge the **activa** Account a late payment penalty fee at the rate or amount determined by us from time to time.
- Liability for Interest
- 9.4 Interest will be charged to the **activa** Account on any debit balance. The Account Holder will be notified of the annual interest rate which is applicable when the **activa** Card is first issued. From that time on, the rate may be changed by us from time to time. The rate which applies from time to time will be that advised to you within 5 working days of the day on which the change takes effect. Interest on any debit balance will accrue daily but will only be debited to the **activa** Account upon issue of the Monthly Statement.
- Manner of Application of Payments
- 9.5 Any payments which are made to the **activa** Account in reduction of the amount outstanding will be applied firstly to reduce any amount owing and billed on previous statements and then to amounts owing but yet to be stated in the following order:
- payment of interest and charges,
 - payment of credit arising from Card Transactions.
- Application of Moneys held in other accounts with ASB Bank
- 9.6 We may at any time apply an amount, up to the amount which is owing on the **activa** Account, from any one to sign account which the Account Holder holds with us.

10.0 Liability of Account Holder for unauthorised transactions

Maximum liability

10.1 Subject to clauses 10.2 – 10.7, the Account Holder acknowledges and agrees that it is liable to us for all Card Transactions made by any person using an **activa** Card in conjunction with a PIN.

No liability for losses following notification

10.2 If a Cardholder notifies us immediately when any of the events listed below have occurred, the Account Holder will have no liability to us arising from any unauthorised use of an **activa** Card, recording, or disclosure of a PIN subsequent to that notification, other than as provided for in clauses 10.4 and 10.5 of these Terms and Conditions. The events referred to are the following:

- an **activa** Card is lost or mislaid; or
- an **activa** Card is stolen; or
- a Cardholder knows that their **activa** Card is in the possession of another person or a Merchant; or
- a Cardholder believes that another person has used their **activa** Card or gained knowledge of its PIN.

Liability for Loss prior to notification - Without Fault

10.3 If any Cardholder has not:

- acted fraudulently or negligently; or
- breached these Terms and Conditions; or
- contributed to or caused losses from the unauthorised use of an **activa** Card or recording or disclosure of a PIN;

the Account Holder's liability to us for any loss occurring before notification to us of the occurrence of any of the events listed in clause 10.2 of these Terms and Conditions, will not exceed the lesser of:

- Fifty dollars (\$50.00); or
- the balance of the **activa** Account including any prearranged credit; or
- the actual loss when we were notified of the occurrence of any of those events.

Liability for loss contributed by Cardholder

10.4 If any loss arises from the unauthorised use of an **activa** Card, which a Cardholder caused or contributed to (as explained in clause 10.6), the Account Holder's liability shall be the lesser of:

- the actual loss when we were notified; and
- the maximum amount that a Cardholder would have been entitled to withdraw from the **activa** Account between the time the **activa** Card was lost or stolen and the time we were notified.

Liability in the cases of fraud or negligence by Cardholder

10.5 The Account Holder is liable to us for all losses arising from the unauthorised use of an **activa** Card or PIN which results from any Cardholder's fraud or negligence.

Defining contribution to loss

10.6 A Cardholder will be treated as having caused or contributed to the loss arising from the unauthorised use of an **activa** Card if for example (but not limited to), a Cardholder:

- selects an unsuitable PIN (see clauses 6.2 and 6.3); or
- fails to reasonably safeguard their **activa** Card; or
- keeps written records of PIN; or
- parts with their **activa** Card and/or discloses PIN to any other person; or
- fails to take all reasonable steps to prevent disclosure to any person when keying-in PIN; or
- unreasonably delays notification to us of the loss or theft of an **activa** Card, or of the actual or possible disclosure to any other person of PIN.

The amount of the potential liability is already defined at clause 10.4.

Other cases when Account Holder will have no liability

10.7 The Account Holder will not be liable to us for any loss suffered by us caused by:

- fraudulent or negligent conduct by employees or agents of ASB Bank or parties involved in the provision of electronic banking services; or
- faults that occur in the machines, cards or systems used, unless the faults are obvious or advised by message or notice on display; or
- unauthorised transactions occurring before a Cardholder has received its **activa** Card; or
- any other unauthorised transaction where it is clear that a Cardholder could not have contributed to the loss.

11.0 ASB Bank's liability to the Account Holder

Consumer Guarantees Act

11.1 We acknowledge that regardless of what is stipulated in these Terms and Conditions, we are bound by the guarantees as to service imposed by the Consumer Guarantees Act 1993.

11.2 If, however, you use your **activa** Card or any other financial services provided by us for the purposes of a business, the provisions of the Consumer Guarantees Act will not apply.

Our Negligence

11.3 Other than as required by law or as expressly provided in these Terms and Conditions, neither ASB Bank nor Activa shall be liable to the Account Holder in respect of any loss of any nature except in respect of direct losses which may be suffered as a consequence of the failure of an **activa** Card, or associated electronic systems and which are directly attributable to the gross negligence or wilful default of ASB Bank or Activa, as the case may be, or the fraudulent conduct by the employees or agents of ASB Bank or Activa. Neither ASB Bank nor Activa shall have any liability for consequential loss which you may suffer in any circumstances.

12.0 Bank fees, levys and charges

12.1 ASB Bank may from time to time debit the **activa** Account with:

- the monthly Account fee;
- fees relating to the issue and use of an **activa** Card or replacement Card, and any related services, at the rate or rates charged by ASB Bank from time to time; and
- any stamp duty, or other statutory duty, levy or charge payable on Card Transactions.

13.0 Suspension by us of your operation of an **activa** Account

13.1 We may suspend the operation of an **activa** Account for various reasons. These may include;

- we learn of the death, bankruptcy or any other lack of legal capacity of the Account Holder, or that the Account Holder has committed an act of bankruptcy, or that bankruptcy proceedings are pending or contemplated; or
- there are insufficient funds to cover Card Transactions; or

- complying with a court order; or
- we are notified by any party to the Account of a dispute over either the ownership of funds or operation of the Account;
- to protect one or all of the parties to the Account, us or a third party who has claimed an interest in the Account;
- we consider that we have other reasonable grounds to do so.

When operation of an **activa** Account is suspended, we will advise the Cardholders as soon as possible. The Account Holder must reimburse us for any expense we incur in connection with any of these matters.

14.0 Our Cancellation of an **activa** Card

14.1 We may cancel an **activa** Card at any time with or without notice.

14.2 Cancellation of an **activa** Card does not result in the closure of the **activa** Account.

14.3 Following cancellation of an **activa** Card, the Account Holder is responsible for obtaining possession and destroying that **activa** Card. The Account Holder remains liable for all transactions, fees, interest or other charges debited to the **activa** Account by a cancelled **activa** Card.

15.0 Our closure of the **activa** Account

With notice

15.1 We may close your **activa** Account giving you at least 14 days notice setting out the relevant details.

Without notice

15.2 There may be circumstances where we may close your **activa** Account without prior notice. Examples are:

- complying with a court order;
- if a Cardholder has acted unlawfully;
- if a Cardholder has breached our Terms and Conditions;
- if a Cardholder has acted abusively to our staff;
- where a Cardholder has not used the **activa** Account for its intended purpose.

15.3 The closure of your **activa** Account will have the effect of cancelling all **activa** Cards issued on your **activa** Account.

15.4 The closure of your **activa** Account will have the effect of cancelling the **activa** Account Serious Health Event benefit policy and may also have the effect of cancelling the **activa** Plan. Please contact **activa** Customer Care on 0800 228 482 for further information.

15.5 The provisions of clause 18 shall apply with respect to closure of your **activa** Account under this clause 15.

16.0 Account Holder's Cancellation of an **activa** Card

- 16.1 The Account Holder may cancel an **activa** Card at any time. To do this you must notify us in writing of the cancellation and return the cancelled **activa** Card to us (cut in half).
- 16.2 Cancellation of an **activa** Card does not result in the closure of the **activa** Account.
- 16.3 An Additional or Supplementary Cardholder has no right to cancel any **activa** Card issued on the **activa** Account other than their own Card.
- 16.4 Following cancellation of an Additional or Supplementary Card, the Account Holder is responsible for obtaining possession and destroying that Additional or Supplementary Card. The Account Holder remains liable for all transactions, fees, interest or other charges debited to the **activa** Account by a cancelled **activa** Card.

17.0 Account Holder's Closure of the **activa** Account

- 17.1 The Account Holder may close the **activa** Account at any time, subject to clause 18. To do this you must notify us in writing of the cancellation and return all **activa** Cards to us (cut in half).
- 17.2 The closure of your **activa** Account will have the effect of cancelling all **activa** Cards issued on your **activa** Account.
- 17.3 The closure of your **activa** Account will have the effect of cancelling the **activa** Account Serious Health Event benefit policy and may also have the effect of cancelling the **activa** Plan. Please contact **activa** Customer Care on 0800 228 482 for further information.
- 17.4 An Additional or Supplementary Cardholder has no right to cancel the **activa** Account.

17.5 The provisions of clause 18 shall apply with respect to closure of your **activa** Account under this clause 17.

18.0 Account Holder's Liability for **activa** Account following closure of **activa** Account

- 18.1 Following closure of the **activa** Account, the Account Holder has a continuing liability to pay us:
- on the date of closure, the amount outstanding on the **activa** Account; and
 - when notified to it, any amount debited to the **activa** Account in respect of any Card Transaction incurred which had not been charged to the **activa** Account at the date of closure; and
 - any fees, interest, collection charges and penalties payable in terms of clauses 9 and 12 of these Terms and Conditions until all moneys due to us have been paid in full; and
- any credit balance shall be repaid to the Account Holder except that if there is any dispute over these funds we may not be able to return them to the Account Holder.

19.0 Changes to Terms and Conditions, Charges, or Services

- 19.1 We may vary any or all of these Terms and Conditions at any time. When informing you of a variation to these Terms and Conditions, including changes to the interest rate, fees and charges, we will, except as set out in clause 19.2, give you at least 14 days notice of such variation. No prior notice of a variation will be given where the variation is to protect you or the security of the card system.
- 19.2 We may change the interest rate payable to an **activa** Account at any time without notice.
- 19.3 We may at any time add to, modify or withdraw any or all of the services available in respect of your **activa** Card.

20.0 Relationship of Terms and Conditions to other Accounts

20.1 These Terms and Conditions must be read without reference to any terms and conditions applying to any other account or facility which you have with us.

21.0 Recommendations for Security of your Card

21.1 Protecting against card fraud can be as easy as following these simple tips:

- Select a suitable PIN (as set out in clause 6.2).
- Safeguard your PIN (as set out in clause 6.3).
- Take care of your **activa** Card. Do not leave your **activa** Card in an unattended wallet, purse or vehicle or anywhere where a thief could remove an **activa** Card without being noticed (particularly in nightclubs, hotels or restaurants).
- Sign your **activa** Card as soon as you receive it.
- Do not let anyone else use your **activa** Card.
- Always remember to take your **activa** Card back after using it.
- Tell us if you change your address, so replacement **activa** Cards are sent to the correct address.
- Report the loss or theft of your **activa** Card as soon as you are aware of it.

22.0 Notices

22.1 We may send written correspondence for you either to the last address for you known to us or, if you authorise us to send written correspondence to you in electronic form and by means of electronic communications, to an email address designated by you.

Part III - **activa** Account Serious Health Event benefit policy

The Account Holder and the Additional Cardholder are automatically insured in accordance with the terms of the **activa** Account Serious Health Event benefit policy. Separate terms and conditions apply and will be sent to you separately.

For more information call us now on
0800 228 482 or visit **www.activa.co.nz**

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Southern Cross
Healthcare

Activa Health Limited is a subsidiary of the
Southern Cross Medical Care Society

The activa Health Management Account is brought to you by Activa Health Limited. The activa Account and related banking services are provided by ASB Bank Limited. The activa Plan is underwritten by the Southern Cross Medical Care Society. Activa Health Limited receives services fees from ASB Bank Limited and Southern Cross Medical Care Society. Neither Activa Health Limited nor the Southern Cross Medical Care Society is a registered bank. A copy of ASB Bank Limited's disclosure statement is available free of charge at www.asb.co.nz

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