American Express® Platinum Card Terms and Conditions

MORE THAN JUST A CARD™

Important

Before you use the enclosed American Express® Platinum Card, please read these Conditions thoroughly.

If you sign or use the Card, you will be agreeing to these Conditions. The Financial Table and these Conditions will govern the use of your Cards. If you do not wish to accept these Conditions, please cut the Card in half and return the pieces to us as soon as possible. If you obtain services from a third party in conjunction with the Card, these services are not governed by these Conditions, but by a separate agreement between you and other person(s) who may use the third party. You should carefully review the terms and conditions issued by the third party to understand your rights and obligations under that agreement.

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.

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1. Definitions

As you read these Conditions, please remember:

References to persons and Cards

Account means your Card Account with us for the Basic Card and all additional and Supplementary Cards.

Additional Card means any separate Card issued at your request and on your Account for your personal use.

Basic Card means the American Express Charge Card issued for your personal use.

Card means (i) in the case of the Basic Cardmember, the Basic Card and any and all Additional Cards and Supplementary Cards issued at the request of the Basic Cardmember and (ii) in the case of a Supplementary Cardmember, each Supplementary Card issued to him or her.

Charge means a transaction made or charged with the Card, whether or not a Record of Charge form is signed, and also includes fees, liquidated damages, taxes and all other amounts you have agreed to pay us or have agreed to be liable for under these Conditions.

Financial Table means the Financial Table which is issued to you, containing details of fees which are payable by you and other information. It forms part of your contract with us.

Merchant means a business or organisation which accepts the Card.

Supplementary Card is a separate Card issued to another individual at the request of and on the Account of the Basic Cardmember.

We, our and *us* means American Express International (NZ), Inc.

You and *your* and Basic *Cardmember* means the Cardmember named on the Financial Table.

2. Signing 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. Limitation of Liability

Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Card 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. In particular 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 owe from special circumstances. In any event, we will not be responsible for losses or costs caused by any third party including (for example only) resulting from mechanical or systems failure affecting third parties.

4. Cardmember Liability

If you are the Basic Cardmember, you are liable to us for all Charges on the Basic Cards, any and all Additional Cards issued to you, and any and all Supplementary Cards issued at your request; and you agree that all of these Cards will be used in a manner consistent with these Conditions.

5. Cancellation of a Card

Cancellation by us. We can 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 you. You may at any time cancel the Basic Card and any or all of your Additional and Supplementary Cards. If you request us to cancel a Supplementary Card, you must immediately notify the Supplementary Cardmember of your cancellation request.

Cancellation by Supplementary Cardmember. A Supplementary Cardmember may at any time cancel the Supplementary Card.

How to cancel a Card. A cancellation of a Card by you or a Supplementary Cardmember 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 a Supplementary Cardmember continues to use the Card or Account.

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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;
- continue to make all payments that become due on the Account under these Conditions.

If the Basic Card is cancelled for any reason, any or all of your Additional and Supplementary 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 25 of these Conditions.

6. 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 and in accordance with these Conditions. On expiry of the Card, you must destroy it immediately. You must not give the Card or your Card Account Number to others or allow them to use it for Charges, identification or any other purposes. If you do so, you will be liable for all Charges incurred on the Card as a result. You must not use the Card to purchase anything for the purpose of resale. You must not return any goods, tickets or services obtained with the Card for a cash refund, but you may return them to a Merchant for credit to the Card Account, if that Merchant agrees or is obliged to do so. You shall not obtain a credit to your Account for any reason other than as a refund for goods or services previously purchased with the Card. You must not 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 pay your Account in full on receipt of your monthly statement. You acknowledge and agree that we have the right to refuse authorisation for any Charge without cause or prior notice, and that we shall not be liable to you or anyone else for any loss or damage resulting from such refusal.

7. Fees and Charges

You agree to pay us, and authorise us to charge to the Account, the fees and charges set out in the Financial Table and these Conditions relating to the issue or use of your Card, and any related services, when they are due for payment.

8. 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, fees and all other Charges, payments and credits to your Account during the statement period,
- disclose statement date, previous balance, new Charges, credits, new balance,
- disclose previous eligible spend, new eligible spend, adjustments, Membership Rewards® points accumulated, and
- disclose any overdue amounts.

The time between successive monthly statements will vary depending on the number of business days in the month.

See section 19 for what you should do if you discover an error on the statement.

Online statements. Log on to 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.

9. Lost, Stolen or Misused Cards

You must notify us at once if the Card is lost or stolen or if a renewal Card has not been received or if you suspect that it is being used by someone else. You will not be liable for any fraudulent Charges made after we receive notice, and in any case your maximum liability for unauthorised Charges shall be limited to $50.00 PROVIDED that neither the Basic nor any Supplementary Cardmember has been in any way involved in or benefited from the fraud, theft or misuse of the Card.

10. Liability for Charges - Immediate Payment

All Charges, including Charges from Supplementary and Additional Cards which are listed separately on the Basic Cardmember's Account, are due and payable to us immediately upon receipt by the Basic Cardmember of your monthly statement. You shall be deemed to have received each monthly billing statement on the seventh day following its despatch by us or upon its actual receipt, whichever is the earlier.

11. Billing Address

You must notify us immediately of any change in your name and/or billing address or the names of any Supplementary Cardmembers. If that address is outside New Zealand we may charge an additional Overseas Mailing Fee.

12. Taxes and Duties

If we have to or will have to pay or reimburse anyone else for any tax, duty or other Charges imposed by law in New Zealand (including Goods and Services Tax or Stamp Duty) in respect of the Card, your use of it, or any other transaction involving you or the deposit of funds received from you, we may charge you the full amount or a reasonable part of that amount (as determined by us) except as prohibited by law, and we may make such Charge in advance.

13. Late Payment Fees

If you do not pay your Account in full on receipt of your monthly statement you are in default. Therefore, you acknowledge that we may suspend your Charge privileges, and you agree that we may charge you late payment fees as specified on your Financial Table.

14. 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 solicitor's fees on a solicitor/client basis, except as prohibited by law.

15. 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 on which you made your Charge as it depends on when the Charge was submitted to American Express. If the Charge is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the Charge amount into U.S. dollars and then by converting the U.S. dollar amount into New Zealand dollars. If the Charge is in U.S. dollars, it will be converted directly into New Zealand dollars.

Unless a specific rate is required by applicable law, you understand and agree that the American Express treasury system will use conversion rates 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 selected by them.

16. 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.

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17. 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. Unless otherwise required by law, we may apply part payments to any of your outstanding Charges as we choose.

18. Dishonoured Payments

If we receive a cheque, draft or other payment instrument from or for you, which is not honoured in full for any reason, you agree to pay us the dishonoured amount plus a dishonour fee and our reasonable collection costs and legal fees, as permitted by law. If you pay us through the Direct Debit Plan and our debit is not honoured in full, you agree to pay us the dishonoured amount plus a dishonour fee and our reasonable collection costs and legal fees, as permitted by law. Emergency Cheque Cashing using a personal cheque or a counter cheque which is not honoured in full by another financial institution will also be classed as a dishonoured payment and a fee will apply.

19. Problems with Statements or Purchases

What You Should Do: If you have any problem with your monthly statement, please contact us at once and we will do our best to resolve your problem. If the problem cannot be resolved immediately, then pending resolution of the problem, we agree to place a temporary credit on the disputed amount, but you must pay all other Charges. You agree to provide us with a written confirmation or statement regarding your dispute if we so request. If, after our investigation of your problem, we determine that you are responsible for the Charge, and you continue to dispute that determination, we can nevertheless charge the amount to your Account, and if you fail to pay, we can report your failure to pay such amount. But if we do so, we will notify anyone to whom we report the matter that you are disputing it.

Our Responsibility: Except as required by law, we are not responsible for goods and services charged with the Card, or if a Merchant refuses to accept the Card. Nor are we responsible for any service, such as insurance, travel or a line of credit offered by a third party and governed by a separate agreement between you and the third party. You must raise any claim or dispute directly with the Merchant concerned, or other third party, and you are not entitled to withhold payment from us because of such claim or dispute.

20. Renewal Cards

You are hereby deemed to request us to issue you and any Supplementary Cardmembers with a renewal Card whenever the current Card expires, and you agree to pay the annual Card fee when we bill you, until you notify us not to issue a renewal Card.

21. Exchange Control and Tax

You must comply with any and all applicable exchange control and tax laws governing the use of the Card, and you agree to indemnify us against consequences of your failure to comply with these laws.

22. 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, Shortland Street, Auckland 1140.

In this clause 'personal information' means information about you and any Supplementary Card applicant, 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 Supplementary 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;
  - advice about Card payments which are in collection (and advice that payments are no longer overdue);
  - advice that cheque(s) drawn by you, or direct debit requests to your bank account which you have authorised us to make, have been dishonoured;
  - our opinion that you do not intend to meet your credit obligations;
  - that credit provided to you has been paid or otherwise discharged; and
  - sharing your Card application and whether it was successful.
- **Credit providers.** Exchange personal information with the organisation and credit providers named in your application for the Card 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 application for the Card and for any subsequent application you make for credit including applications for Supplementary 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.
- **Supplementary Cards.** You authorise us to give a Supplementary Cardmember 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.** Provide 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 377 421 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. When we become legally obligated to disclose such information to others, we will endeavour to notify you at your last known address prior to disclosure unless we are prohibited by law or prevented by circumstance from doing so.

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23. Goods and Services

If you use the Card to buy goods and services, such as insurance, requiring regular or instalment payments, you authorise us to pay such instalments for you when due and you agree to pay us for the same when we bill you. If you fail to pay any instalment when it is due, or if the Card is cancelled, we may add all remaining instalments to your next, or any subsequent bill.

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.

24. Insurance

We identify insurance providers and products that may be of interest to some of our Cardmembers. 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.

25. Changing these Conditions and the Financial Table

We have the right to change these Conditions or the Financial Table at any time. We shall notify you of any change. By keeping or using the Card after notification, you agree to the change. Notice to the Basic Cardmember shall count as notice to every Supplementary Cardmember. If you do not accept any change to these Conditions, you may cancel the Card by phoning us or advising us in writing, ceasing use of the Card and destroying any and all Cards. We will then refund a portion of the annual Card fee. You will still be liable for all Charges incurred.

26. 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.

27. 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 shall be admissible to prove the contents of that document for any purpose. You acknowledge that Charges 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.

28. No Waiver of Our Rights

No forbearance, delay or failure on our part to exercise any power or right under these Conditions shall operate as a waiver of such power or right, nor shall any single or partial exercise of such power or right preclude any other further exercise of that or any power or right.

29. Assignment

We may assign this agreement at any time without your consent upon notice to you. You may not assign this agreement except upon our prior written consent.

30. Governing Law

These conditions are governed by the laws of New Zealand.

31. Contact Details

If you wish to contact us for any reason relating to the Card, phone our Platinum Card Service Team on 0800 377 421 (option 4) or write to us at:

American Express International (NZ), Inc.
Platinum Card Service
PO Box 2016
Shortland Street
Auckland 1140
New Zealand

Outside New Zealand you should contact any American Express Travel Service Office, or phone the American Express Service number on 64 9 377 4211.

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Platinum Card Service
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