



FOREIGN CURRENCY ACCOUNTS

NGĀ HERE ME NGĀ RITENGA
MŌ TE KAUTE PŪTEA TĀWĀHI

Terms & Conditions

Effective 18 August 2023

As part of our identity, Kiwibank worked with multi-disciplinary Māori artist Tristan Marler (Manawa Tapu) to design a set of tohu (cultural motifs or symbols that represent attributes of our brand and of a thriving community).

Kia Mārama - Know How and uses the Poutama tohu. Poutama symbolises the pathway to higher states of enlightenment. It represents attaining knowledge that helps communities to thrive. It inspires us to seek new and innovative solutions for the evolving needs of our customers.

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Foreign Currency Account Terms & Conditions



Effective 18 August 2023

1. What do the words in bold mean?

- a. **"FCA"** means a Foreign Currency Account held at Kiwibank.
- b. **"Law"** means any applicable **law**, regulation, code, industry rules or industry guidance, any requirement of a court, ombudsman or similar body, or any binding undertaking given to a regulator, in New Zealand or overseas.
- c. **"Terms"** means these **FCA Terms** and Conditions, Foreign Currency Account Operating Authority Form, **our** General **Terms** and Conditions for Personal and Business, **our** Privacy Policy, **our** Business Banking Fees and Limits and **our** Personal Banking Fees and Limits.
- d. **"You"** means the individual(s) or organisation named as the holder(s) of the FCA. **"Your"** has a corresponding meaning. **You** also means all joint account holders, anyone who has the authority to operate the **FCA**, any third party who may deposit funds into the **FCA**.
- e. **"We"**, **"us"** or **"our"** are references to Kiwibank Limited and, where relevant, to any third party financial institution who we may use to provide the **FCA** services.

2. Our relationship to you

These **Terms** are between **you** and **us** and they apply to **you** if **you** have a Kiwibank Foreign Currency Account for personal or business purposes. If there's a conflict between the documents, this document will take priority. **You** must comply with the **Terms** and ensure that any party with Account Operating Authority and any other third parties who may deposit funds into your **FCA** are also aware of, understand, and comply with these **Terms**. If **you** fail to do this, **you** as the account holder may be liable to Kiwibank (see section 3. **Your** Foreign Currency Account below). **We** can make changes to these **Terms** where allowed by section 6. Foreign Currency Account Conduct below.

3. Your Foreign Currency Account

What happens when you open an FCA?

When **you** first want a foreign currency account, we'll ask **you** to complete the Foreign Currency Account Operating Authority Form. Once complete, this will be the sole operating authority until it's superseded in the manner set out in that form. The Account Operating Authority doesn't grant the rights to open accounts, rather the signatories in the Foreign Currency Account Operating Authority (AOA) Form will be authorised to:

1. deposit and withdraw funds;
2. change contact information, and;
3. obtain statements of account and any other information required to operate the account.

All information supplied in the AOA must be true, correct and complete. If it isn't, and **we** rely on this information when accepting any document or transaction, **we** won't be responsible for any error or loss that may result. If any information changes, **you** must notify **us** and provide a replacement AOA. As set out in **our** General **Terms** and Conditions for Business and Personal Banking, **you** and anyone else named on the **FCA** will be jointly and individually liable to Kiwibank for, and indemnify Kiwibank against all liability, cost, loss claim or proceeding if any statement in the AOA is incorrect, incomplete or out of date.

We may use third party financial institutions to provide the **FCA** service. Where this is the case, **your** relationship is with Kiwibank only, and not any other third-party financial institution. All instructions and communications will be between **you** and Kiwibank directly.

4. Acting on your instructions

When using the **FCA** service, **you** must comply with the **laws** of New Zealand and the **laws** of any other country that apply to **you** or the **FCA**. **We** can refuse an instruction where we're not reasonably satisfied of **your** identity (or the identity of anyone acting on **your** behalf). **We** can also refuse an instruction where **we** reasonably consider this may be necessary or prudent to protect **our** legitimate interests, or the legitimate interests of a third party (for example, where **we** reasonably suspect an instruction is unauthorised or fraudulent, or where **we** reasonably

consider that following the instruction could result in **us** violating a **law** or legal rule or the rights of a third party). This doesn't oblige **us** to refuse instructions in these circumstances.

5. Eligibility

To be eligible to open an **FCA**, **you** must confirm and **we** must take reasonable steps to validate to **our** satisfaction that:

1. If the **FCA** is for business purposes, **you** or **your** parent company or other affiliate must have been trading or registered for at least 12 months (**we** may require evidence of this).
2. If the **FCA** is for business purposes, the business must be a 'going concern' business while using the **FCA** services (**we** may require evidence of this on an ongoing basis, such as **you** providing **us** the most recent financial statements).
3. **You** must be an individual, trust (subject to certain conditions set out below) or corporate entity established in New Zealand that's operating in New Zealand.
4. **You** must not be directly or indirectly engaged in activities in the following business areas:
 - a. casinos or other gambling activities (including online gambling),
 - b. money service businesses,
 - c. brokerage houses,
 - d. trade in precious metals,
 - e. trade in virtual currencies,
 - f. importers of second-hand vehicles or vehicle parts,
 - g. charities / non-governmental organisations,
 - h. offshore incorporated industries,
 - i. adult entertainment, or
 - j. firearms.
5. **We'll** regularly review the information **you** provide **us** to verify your ongoing **FCA** eligibility. Further, **we** may also regularly review any information **you** provide **us**, together with any other information as may be required by Kiwibank, to enable Kiwibank to comply with any **Law** or to confirm with third parties that it is complying with **Laws**. **We** may, at any time, ask **you** to provide **us** with updated information in order for Kiwibank to meet its obligations under the **Laws**.

6. If the account owner is a business, trust or engages in any of the activities noted in (4) above, use of the **FCA** may be subject to certain conditions imposed by Kiwibank together with regulations of Kiwibank's third party banks used by Kiwibank to complete the transaction. Failure to comply with such conditions or regulations may result in Kiwibank terminating the **FCA** effective immediately.

6. Foreign Currency Account Conduct

1. When **you** set up a **FCA**, **you** must also nominate a NZD account for fees and any other charges to be charged to. When **you** make a payment from **your FCA**, **we'll** debit **your** foreign currency account with the value of the payment in the currency that it was received provided there are sufficient funds to cover the payment amount. **We'll** deduct any applicable fee(s) from **your** nominated New Zealand dollar account in New Zealand dollars.
2. **Your** funds will use exchange rates that are reasonable in the relevant market at the time and for the size and type of transaction. When Kiwibank converts foreign currency into New Zealand dollars, or converts New Zealand dollars into foreign currency, or converts one currency into another currency, Kiwibank places a margin on the conversion. If Kiwibank incurs any costs specifically for the purpose of carrying out **your** transfer request (in particular overseas bank charges) these will be deducted from **your** New Zealand dollar account.
3. When **you** receive a payment from overseas, **we'll** credit **your FCA** with the value of the payment in the currency that it was received, minus any applicable fees and charges.
4. The account will be governed by the **Terms** except in cases where **we** have expressly agreed otherwise in writing.
5. All transactions must be made by the account owner with the account owner's own funds. If a third party who isn't an account owner deposits funds into **your FCA**, they must be **your** funds only. **You** must not engage in any transactional activity relating to **your FCA** on behalf of a third party where **you** don't have a legal right to/beneficial ownership of those funds, and **you** must not permit any third party to engage in any such transactional activity.

6. If **we** or any other party relies on instructions **you** or any person authorised to operate the account have given in relation to the **FCA**, **we** aren't liable for any loss or damage **you**, or anyone else incurs using the **FCA** service.
7. **We** won't be liable for any damages, losses, costs, or any liability if a third party who isn't an account owner, conducts a transaction (including a deposit, withdrawal or transfer) through **your FCA**.
8. If **we** allow **your** account to be overdrawn, **you** and any person authorised to operate the account (where relevant) will be jointly and individually liable for the debt. If the account goes into unarranged overdraft, it may incur fees and interest which will be **your** responsibility to pay. **We** may, at any time, cancel any extension of credit with respect to any **FCA**. Where **we** do, or where **you** close **your FCA** that has a debit balance, **you'll** be required to repay on demand any debit balance and any interest and fees. Refer to [Kiwibank.co.nz](https://www.kiwibank.co.nz) for the fees and interest **we** may charge on the overdrawn **FCA**.
9. If **we** permit **you** to withdraw against uncleared funds, and the payments are reversed, **we'll** debit **your** account with the amount of the payment. If **you** withdraw funds that may be 'cleared' funds and they're later dishonoured for any reason, the transaction may be reversed out of **your** account. Where this happens and the account becomes overdrawn, this will be treated as an unauthorised overdraft, which **you** must repay. To understand the term 'cleared funds' and 'uncleared funds' please refer to **our** General **Terms** and Conditions.
10. **You** can't transact on an **FCA** using EFTPOS card or debit card and **you** can't withdraw cash directly from the **FCA** at a Kiwibank branch. **You** can transfer the funds from the **FCA** using internet banking or the Kiwibank mobile app to an NZD account before the funds are withdrawn.
11. If **your FCA** has a credit balance, it won't earn interest.
12. **You'll** be responsible for any tax liability arising from the **FCA**, whether that's New Zealand tax or international tax, and including any tax that Kiwibank is liable for. When **you** open the **FCA**, **we'll** require an IRD number in the name of the account owner.
13. The range of foreign currencies **we** offer at Kiwibank is available at [Kiwibank.co.nz](https://www.kiwibank.co.nz).

14. If **you** think **you** may have made a payment to the wrong account, let **us** know as soon as possible and **we'll** try to recover the funds. If **we've** been advised that a payment has been made into **your** account in error, **we'll** freeze or debit **your FCA** with the amount of the mistaken payment, without prior notice.
15. **We** may terminate, freeze or close any **FCA** at any time without prior notice and without having to provide a reason if:
 - a. **we** believe that **your** account isn't being operated in a manner that's consistent with these **Terms**;
 - b. **we** have reason to believe the account is being used for illegal reasons (including financing of terrorism, fraud, money laundering or any other criminal offence);
 - c. **you** don't provide **us** with the information **we** reasonably request from **you** or **we** haven't been able to verify information **you've** provided **us** to **our** reasonable satisfaction;
 - d. **your** account hasn't been used for 12 months or more;
 - e. **your** AOA has been revoked;
 - f. **we** reasonably believe that **we're** required to by any **law**;
 - g. **you've** been declared bankrupt;
 - h. **you** are no longer eligible for the **FCA**;
 - i. **we** have reason to believe that a third party is using **your** account;
 - j. **we** believe that the freezing or closure is reasonably necessary to protect one or all of the parties to the **FCA**, **our** legitimate interests or the legitimate interests of a third party;
 - k. **you're** the subject or target of sanctions;
 - l. **you** try to send funds to or receive funds from a sanctioned party, whether that's an individual, entity or country, or for the purpose of funding any sanctioned party;
 - m. **you're** trying to use the **FCA** from a sanctioned country, or **you** move to a sanctioned country, and/or;
 - n. **you** have an account in the name of a money service business or other payment service provider that provides access or payment facilitation services.

16. If either **we** or **you** close **your** account, **you'll** remain responsible to Kiwibank on demand for any debit balance (including any interest and fees) or transaction that **you** or anyone with authority to operate the **FCA** has made or is in the process of making to that account. If any money is left in that account, **we'll** transfer it to a different account of **our** choice in **your** name. The exchange rate used will be the rate on the day that **we** convert the funds to NZD. These **terms** and conditions will continue to apply until all outstanding amounts have been repaid and any outstanding matters have been resolved.
17. **We** may cease to offer the **FCA** services, or make certain currencies available for any reason without prior notice and without having to provide a reason.
18. Third party financial institutions that **we** may use to provide the **FCA** service may request certain documentation so that they can make the **FCA** service available to **you**. **We'll** ask **you** to provide **us** that information and **you** agree that **we** can pass that information through to that financial institution.
19. **We** can make changes to these **terms** and conditions and the Personal Banking Fees and Limits brochure in accordance with the process set out in sections 2 and 3 of the General **Terms** and Conditions for Personal and Business Banking. If **you** aren't happy with the change, **you** may close the **FCA**.
20. How **we** communicate with **you** is set out in the General **Terms** and Conditions for Personal and Business Banking.

7. Privacy

We take the protection of **your** information seriously. **We** comply with the Privacy Act 2020 and any other legal obligations **we** have relating to the protection of information. **We'll** collect and handle **your** information in accordance with **our** privacy policy. **You** can download a copy of the privacy policy on **our** website at [Kiwibank.co.nz/privacy-policy](https://kiwibank.co.nz/privacy-policy) or request a copy at any of **our** branches.

We'll collect and use **your** information for the purpose of providing **you** with the **FCA** service to meet **our** legal obligations. **We** may collect information from **you** and from any party who has the authority to operate the **FCA**, for this purpose. This will include using the information **we** collect to conduct AML and Sanctions checks.

We may be required to disclose **your** information to financial institutions who work with **us** to provide **you** with the **FCA** service.

Any personal information **you** provide **us** must be accurate and complete. If it isn't, **we** may choose not to provide **you** with the **FCA** service.





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