

# Deposit accounts for personal customers

(No longer available for sale)

Terms and Conditions.



# Terms and Conditions

This booklet sets out the Terms and Conditions of your account.

These terms are legally binding on you in your dealings with us.

The information in it is subject to change. We may vary its terms, which are also the terms of your contract with us. We will provide updated information by giving you notice (if this were required, such as if the change were materially adverse to you) or by posting the information on our website. You can get a paper copy of any updated information without charge by contacting us.

## We're here to help

- ☎ 132 032
- 🌐 [westpac.com.au](http://westpac.com.au)
- ✉ [westpaccustomersolutions@westpac.com.au](mailto:westpaccustomersolutions@westpac.com.au)
- 🏠 GPO Box 3433, Sydney NSW 2001
- 📍 Visit us in branch

## Your Bank

The advisory services and the banking products you'll find in this booklet are provided to you by:

Westpac Banking Corporation ABN 33 007 457 141  
275 Kent St, Sydney NSW 2000  
Australian Financial Services Licence and  
Australian Credit Licence Number 233714.

We encourage you to read this booklet. Keep it handy so you can refer to it when you have questions.

### Accessibility support.

At any time, you can inform us how you would prefer to be contacted. If you are deaf and/or find it hard hearing or speaking with people who use a phone, you can reach us through the National Relay Service (NRS). To use the NRS you can register by visiting [accesshub.gov.au/about-the-nrs](http://accesshub.gov.au/about-the-nrs)

Visit [westpac.com.au/web-accessibility](http://westpac.com.au/web-accessibility) for further information on our accessible products and services for people with disability.

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# Introduction

## Changes to terms and conditions.

We may change the terms and conditions that apply to:

1. your account;
2. your account access channels (e.g. Telephone Banking, Online Banking, Debit Mastercard access etc.); or
3. any product or service outlined in this booklet.

We'll always let you know if, for any reason, the terms and conditions of your account change. However, advance notice may not be given where a change has to be made to immediately restore or maintain the security of our systems or of individual accounts or facilities. We may give you a shorter notice period, or no notice, of an unfavourable change if it is reasonable for us to manage a material and immediate risk. Unless otherwise specified in this booklet, we may notify you of changes as set out in the following table:

Type of change	Time frame	Method of notification
Minimum monthly balance required to waive the account-keeping fee.	30 days in advance.	In writing, electronically or through media advertisement.
New fee or increase in fee for performing electronic transactions, or issuing or replacing a device used to conduct electronic transactions (such as a card, token or code).	30 days in advance.	In writing or electronically
Other new fee or increase to a fee.	30 days in advance.	In writing, electronically or through media advertisement.
Interest rate changes.	No later than the date of the change, except where the rate is linked to money market rates or other rates – changes to which we cannot notify you of in advance.	In writing, electronically or through media advertisement.
Change in the way interest is calculated, charged or paid to your account – or to the balance tiers which determine the interest rate or rates.	30 days in advance.	In writing or electronically
Changes increasing your liability for electronic transactions.	30 days in advance.	In writing or electronically
Transaction limits on electronic transactions, a facility or electronic equipment, including Debit Mastercard and Pay Anyone transactions.	30 days in advance.	In writing or electronically
Government charges.	In advance of the change, or reasonably promptly after the government, a government agency or representative body notifies us, unless the change has been publicised by a government agency, government or representative body.	In writing, electronically or through media advertisement.
Any other change to a term or condition.	As soon as reasonably possible (which may be before or after the change is made) or, if the change is unfavourable, at least 30 days before the change takes effect.	In writing, electronically or through media advertisement.

By “electronically”, we mean:

- electronic communication to your nominated electronic address (i.e. email address); or
- making particulars of changes available at our website and sending to your nominated electronic address a notification that the changes can be retrieved from [westpac.com.au](http://westpac.com.au)

# Summary of Fees and Charges – Transaction Accounts

This section summarises fees and charges that may apply to your account. Up to date information on current standard fees, charges and any interest rates applicable to your account is available on request. See the 'ATMs' section for information on fees that may apply for transactions carried out at ATMs.

Fees	Westpac Passbook 55+ and Retired	Passbook	Personal Cheque
<b>Account-Keeping Fee</b>	\$2	\$5	N/A
<b>Quarterly Account-Keeping Fee</b>	N/A	N/A	\$15 A rebate of \$2.50 is available on service and transaction fees for each complete \$500 minimum balance per quarter.
<b>Minimum Monthly Balance to waive Account-Keeping Fee</b>	\$1,000	\$2,000	N/A
<b>Free Domestic Withdrawal Allowance</b> Based on when we process the withdrawal to your account, which may be on a date after the day on which you make the withdrawal.	Unlimited	Unlimited	Unlimited
<b>Telephone Banking (account enquiries)</b> Includes balance enquiries and obtaining new details of a deposit or a withdrawal. An account balance received immediately after, and as part of a withdrawal transaction is exempt from fees.	Unlimited	Unlimited	Unlimited
<b>Transaction Fees, excluding additional fees that may apply for international payments or transactions (Charge per transaction)</b>			
<b>Telephone Banking (automated)</b>	Nil	Nil	Nil
<b>Telephone Banking (account enquiries)</b> Includes balance enquiries and obtaining new details of a deposit or a withdrawal. An account balance received immediately after, and as part of a withdrawal transaction is exempt from fees.	Nil	Nil	Nil
<b>Telephone Banking (staff assisted)</b>	Nil	Nil	Nil
<b>Westpac Online Banking</b>	Nil	Nil	Nil
<b>eftpos</b>	Nil	Nil	Nil
<b>Cheque Withdrawals</b> Available to customers over the age of 18 years.	N/A	N/A	Nil
<b>Cheque Deposits</b>	Nil	Nil	Nil
<b>Direct Debits</b>	Nil	Nil	Nil
<b>PayTo® payment</b> A transfer of funds from your account in accordance with a Payment Agreement you have established with a merchant or Payment Initiator.	Nil	N/A	Nil
<b>Branch Staff-Assisted Withdrawals</b>	Nil	Nil	Nil

Fees	Westpac Passbook 55+ and Retired	Passbook	Personal Cheque
<b>Foreign Transaction Fee</b> The Foreign Transaction fee is payable and will be incorporated into the AUD transaction amount shown on your statement. If incurred, this fee will be charged to your account on the same day the transaction was made on the account or the next business day. The Foreign Transaction fee includes the Westpac On-Charged Scheme Fee and the Westpac Processing Fee.			<p>The fee charged will either be:</p> <ul style="list-style-type: none"> <li>3% of the AUD transaction amount where a transaction is made in foreign currency and the merchant or financial institution accepting the card is located outside of Australia (comprising of 2% Westpac Processing Fee plus 1% Westpac On-Charged Scheme Fee);</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>2.2% of the AUD transaction amount where a transaction is made in foreign currency and the merchant or financial institution accepting the card is located in Australia (comprising of 2% Westpac Processing Fee plus a Westpac On-Charged Scheme Fee of 0.2%).</li> </ul>

## Summary of Features and Benefits – Transaction Accounts

Features	Westpac Passbook 55+ and Retired	Passbook	Personal Cheque
<b>Who is eligible to have one?</b>	<p>Personal customers who are aged 55 years and over who tell us they are retired.</p> <p>If there is more than one owner of an account, then each of the owners must meet the criteria as set out below. We may require you to provide proof that you are eligible for the account.</p> <p>Note: If we become aware that you no longer satisfy our eligibility requirements for an account, we may convert the account into another account, that we may choose. We will inform you prior to converting your account. Fees and charges may apply on the new account.</p>	Personal customers only	Personal customers only
<b>How often is interest paid?</b>	Quarterly (March, June, September, December)	Six Monthly (March and September)	N/A
<b>Can I make Periodical Payments?</b>	✓	✓	✓
<b>Is there an overdraft facility available?</b> Subject to the Bank's normal lending criteria. Customers must be over the age of 18. Fees and charges apply. Full Terms and Conditions available on request. These may be varied or other Terms and Conditions introduced in the future.	✗	✗	✓
<b>Is cheque access available?</b> Customers must be over the age of 18.	✗	✗	✓
<b>Can I pay bills using BPAY?</b>	✗	✗	✓
Account holders under 14 years old cannot make BPAY payments in Online Banking. They can make BPAY payments through Telephone Banking.			

Features	Westpac Passbook 55+ and Retired	Passbook	Personal Cheque
<b>Is Debit Mastercard and Handycard access available?</b> Debit Mastercard® if you're 14 years and over and have an Australian residential address. Handycard if you're 12 years and over and have an Australian residential address.	✗		✓
	New debit cards are not available. Customers that hold an existing debit card linked to their account can continue to use the card. Fees and charges may apply for certain transactions. See the 'Explanation of our Fees and Charges' and 'Description of Transaction Fees' sections for more information.		
<b>Online and Telephone Banking 24 hours 7 days</b>	✓	✓	✓
<b>Is there a limit to the number of accounts I can have?</b>	You may only hold one Westpac 55+ and Retired account.	There is no limit on the number of existing Passbook accounts you have. However, no new Passbook accounts can be opened.	There is no limit on the number of existing Personal Cheque accounts you have. However, no new Personal Cheque accounts can be opened.
<b>How often do I need to update my passbook?</b>	At least every 3 months to ensure you keep track of the account transaction records.	At least once a month to ensure you keep track of the account transactions.	At least once a month to ensure you keep track of the account transactions.

## Summary of Fees and Charges – Savings and Investments Account

Fees	Premium Saver
Account-Keeping Fee	\$2
Minimum Monthly Balance to Avoid Account-Keeping Fee	\$1,000
<b>Transaction Fees (Charge per transaction)</b>	
Telephone Banking (automated)	Nil
Telephone Banking (staff assisted)	Nil
Telephone Banking (account enquiries self service)	Nil
Westpac Online Banking	Nil
eftpos	Nil
<b>Cheque Withdrawals</b> Available to customers over the age of 18 years.	N/A
Direct Debits	Nil
Branch Staff-Assisted Withdrawals	Nil
Cheque Deposits	Nil
<b>Foreign Transaction Fee</b> The Foreign Transaction fee is payable and will be incorporated into the AUD transaction amount shown on your statement. If incurred, this fee will be charged to your account on the same day the transaction was made on the account or the next business day. The Foreign Transaction fee includes the Westpac On-Charged Scheme Fee and the Westpac Processing Fee.	The fee charged will either be: <ul style="list-style-type: none"> <li>3% of the AUD transaction amount where a transaction is made in foreign currency and the merchant or financial institution accepting the card is located outside of Australia (comprising of 2% Westpac Processing Fee plus 1% Westpac On-Charged Scheme Fee);</li> </ul> or <ul style="list-style-type: none"> <li>2.2% of the AUD transaction amount where a transaction is made in foreign currency and the merchant or financial institution accepting the card is located in Australia (comprising of 2% Westpac Processing Fee plus a Westpac On-Charged Scheme Fee of 0.2%).</li> </ul>

## Summary of Features and Benefits – Savings and Investments Account

Features	Premium Saver
Who is eligible to have one?	Personal customers only
Will I get regular statements?	Quarterly (March, June, September, December)
Will I earn interest?	Yes
Is bonus interest paid to the account?	X
How often is interest paid?	Quarterly (March, June, September, December)
Can I make Periodical Payments?	✓
<b>Is there an overdraft facility available?</b> Subject to the Bank's normal lending criteria. Customers must be over the age of 18. Fees and charges apply. Full Terms and Conditions available on request. These may be varied or other Terms and Conditions introduced in the future.	X
<b>Is cheque access available?</b> Available to customers over the age of 18 years.	X
Can I pay bills using BPAY?	X
<b>Is Debit Mastercard and Handycard access available?</b> Debit Mastercard® if you're 14 years and over and have an Australian residential address. Handycard if you're 12 years and over and have an Australian residential address.	X New debit cards are not available. Customers that hold an existing debit card linked to their account can continue to use the card. Fees and charges may apply for certain transactions. See the 'Explanation of our Fees and Charges' and 'Description of Transaction Fees' sections for more information.
<b>Online and Telephone Banking 24 hours 7 days</b>	✓

## Explanation of our Fees and Charges

The Bank may elect not to charge a fee, which it is otherwise entitled to charge, under the terms and conditions of the account. Any failure by the Bank to charge a fee shall not constitute a waiver of that fee or the right to charge that fee.

### Account-Keeping Fee.

For Westpac Passbook 55+ and Retired, Passbook and Premium Saver a flat account-keeping fee is payable when the balance in the account falls below the required minimum monthly balance during the month.

The account-keeping fee is charged once in each calendar month and is debited from your account on the first day of the following month or upon account closure.

### Transaction Fees.

Transaction fees are fees for certain customer initiated transactions performed on your account. There are two ways a transaction fee may apply:

1. Transactions that are counted towards the free withdrawal allowance and are charged once the free withdrawal allowance is exceeded.
2. Transactions that do not count towards the free withdrawal allowance and are charged for each occasion they are performed.

Once the free monthly withdrawal allowance on your account has been used (where applicable), each subsequent transaction will incur a different transaction fee depending on how the transaction was made. To avoid paying excess transaction fees, stay within your account's free monthly withdrawal allowance.

The free monthly allowance on your account applies per calendar month. Any 'unused' free withdrawals for a calendar month are not added to the next month's free withdrawal allowance. We count withdrawals on the date we process them to your account, which may be on a date after the day on which you make withdrawal. This means that a withdrawal made towards the end of a month may be processed in the following month and count against that month's free monthly withdrawal allowance.

Transaction fees (excluding those relating to accessing your account via an overseas ATM or through a non-Westpac Group branded ATM) are calculated based on the order they appear on your statement and are debited from your account on the first day of the following month or upon account closure for account activity for the previous month. Refer to the section titled 'ATMs' for information on fees that may apply for transactions at ATMs.

If you would like interest, fees and charges to be applied (e.g. redirected) to another eligible Westpac deposit account or make any changes, please visit one of our branches or call us on 132 032.

## Description of Transaction Fees

Transaction Fee type	Included in free withdrawal allowance	When charged to your account
<b>Automated Telephone and Westpac Online Banking</b> means: <ul style="list-style-type: none"> <li>Automated Telephone Banking transfer withdrawals.</li> <li>Online transfer withdrawals via Westpac Online Banking.</li> </ul>	Yes	On the first day of the following month.
<b>Branch Staff-Assisted</b> means: <ul style="list-style-type: none"> <li>Any withdrawals conducted at a Westpac branch or a branch agency, including cashing of Westpac cheques. (A branch agency is a Westpac agency at which some Westpac accounts can be opened).</li> </ul>	Yes	On the first day of the following month.
<b>Cheque withdrawals</b> means: <ul style="list-style-type: none"> <li>Withdrawals or payments made by cheque (excludes cashing of a cheque).</li> </ul>	Yes	On the first day of the following month.
<b>Direct Debits</b> means: <ul style="list-style-type: none"> <li>A transfer of funds from your account drawn under a direct debit request you gave another person or company.</li> </ul>	Yes	On the first day of the following month.
<b>POS</b> means: <ul style="list-style-type: none"> <li>All transactions conducted at a Point of Sale terminal.</li> </ul>	Yes	On the first day of the following month.
<b>Foreign Transaction Fee</b> includes the charging of both the: <ul style="list-style-type: none"> <li>Westpac On-Charged Scheme Fee; and</li> <li>Westpac Processing Fee (where applicable).</li> </ul> <b>Westpac On-Charged Scheme Fee</b> means: <ul style="list-style-type: none"> <li>A fee charged to Westpac by Mastercard Worldwide when processing foreign currency transactions which we pass on to you. The amount varies depending on the nature of the transaction.</li> </ul> <b>Westpac Processing Fee</b> means: <ul style="list-style-type: none"> <li>A fee charged to you by Westpac where a transaction is made in foreign currency with a merchant or financial institution located outside Australia.</li> </ul>	No	On the same day the transaction was made on the account or the next business day.
<b>Periodical Payments</b> means: <ul style="list-style-type: none"> <li>A transfer that is debited from your account and credited to a specified account on a regular basis at your request.</li> </ul>	No	On the same day the transaction was made on the account.
<b>Telephone Banking – Staff Assisted</b> means: <ul style="list-style-type: none"> <li>Telephone Banking transfer withdrawals assisted by a staff member over the telephone.</li> <li>Telephone Banking enquiries assisted by a staff over the telephone.</li> </ul>	Yes	On the first day of the following month.

# Other Bank Charges

Transaction type	Fee
<b>Account Overdrawn</b> This fee will be applied once only on any given day on which you overdraw or further overdraw your account if the balance is not returned to a positive balance by the end of the day or to a balance within the agreed overdraft limit (as applicable).	\$15.00 per item. Nil for Westpac Passbook 55+ and Retired account.
<b>Bank Cheques</b> Issue of a Bank cheque: <ul style="list-style-type: none"> <li>staff assisted*</li> <li>online</li> </ul> Refunding a Bank cheque no longer required – original presented* Refunding/Replacing a Bank cheque – original lost, stolen or destroyed*	\$10.00 Nil Nil Nil
<b>Personal Cheques – Stop Payments*</b> Stopping a cheque payment due to a lost or stolen cheque book where cheques are not signed. All other cheques (such as those you have signed but have decided to stop).	Nil \$12.00 per cheque.
<b>Document Requests</b> <b>Special Statement:</b> if you require a statement of transactions on your account to be sent to you earlier than your next statement is due.	Nil Provides all transactions since your last statement.
<b>Additional copies of your current statement:</b> if you receive paper statement and want extra copies of your original statement mailed to you or to a nominated person, we can do this but you will need to let us know prior to your original statement being issued.	Nil One statement page provides approximately 36 transactions on it.
<b>Duplicate statement:</b> if you require an extra copy and your original statement has already been issued, we can order a duplicate statement for you. Note, duplicate statements are not issued within 5 working days of the original statement date.	Nil
<b>Online statement summary:</b> a list of transactions which you can see and print out from <a href="http://westpac.com.au">westpac.com.au</a>	Nil Provides details of your last 100 transactions plus up to the last 7 years statements.
<b>Telephone Banking statement summary:</b> a list of transactions available for mail delivery through self-service Telephone Banking. In addition you can listen to a list of recent transactions via self-service for free or via staff-assistance.	Nil per mail request (via self service). All transactions since your last statement.
<b>Voucher retrieval:</b> if you want us to physically locate a paper copy of a withdrawal slip, cheque or deposit slip that you have previously given us, we can do this. This service is available by calling Telephone Banking or at any branch.	Nil
<b>Tracing:</b> you may sometimes need to confirm the destination of a cheque you have written. We can assist you by tracing the cheque to confirm if it was deposited to the payee's account. This service is available by calling Telephone Banking or at any branch.	Nil
<b>Optional Deposit Services*</b> <b>Mail Credits:</b> <ul style="list-style-type: none"> <li>if a deposit slip is included in the envelope with the deposit</li> <li>if a deposit slip is not included in the envelope with the deposit</li> </ul> <b>Deposits to accounts held at other banks or financial institution:</b> <ul style="list-style-type: none"> <li>by branch staff</li> <li>by "Pay Anyone" via Westpac Online Banking</li> </ul>	Nil \$2.00 \$5.00 Nil

Transaction type	Fee
<b>Outward Dishonour</b> Each transaction that is dishonoured due to insufficient available funds in the account.	Nil
<b>Periodical Payments</b> Between Westpac branded accounts From a Westpac branded account to a non-Westpac branded account (including at another Australian Financial Institution). From an eligible Westpac branded account to an account at an overseas financial institution via Overseas Telegraphic Transfer. By Bank Cheque Periodical Payment not made (for lack of funds in your account).	Nil Nil Please refer to the section in this table under 'Overseas Telegraphic Transfer (Outward)' for the applicable fees for international periodical payments. Please refer to the section in this table under 'Bank Cheque' for the applicable fees for periodical payments made via bank cheque. Nil
<b>Telegraphic Transfers</b> You can send a payment in Australian Dollars or foreign currency to any account at: <b>Local Telegraphic Transfer</b> Any branch or bank within Australia. Funds are normally available on the same day if request is received before 4pm. <b>Overseas Telegraphic Transfer (Outward)</b> Any overseas branch or bank. Funds are normally available within 1-3 business days.	\$30.00 per transfer via branch.* \$32.00 per transfer via branch.* Nil per transfer in foreign currency via online. \$20.00 per transfer in Australian Dollars via online. \$25.00 advice of outcome.* \$25.00 amendments.*
<b>Overseas Telegraphic Transfer (Inward)</b> All Inward payments from overseas and locally.	\$25.00 cancellation fee and return of funds*. \$12.00 credit to a Westpac account.* \$22.00 paid by bank cheque or cash.* \$24.00 credit to an account at another local bank in AUD.* \$50.00 all other disbursements in foreign currency.*

\* These fees are payable for banking services that are not related to your account, they are current as at the effective date on the front of this booklet but are subject to change without notice. Contact Westpac on 132 032 for more information about our fees for other banking services.



# A guide to using your account

## 1. What we need from you.

Under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* it is a requirement that the account holder and all signatories to the account must be identified.

The identification requirements can be met by completing a Westpac Customer Identification Procedure which involves providing identity documentation to the Bank. For information on documents required under Westpac's Customer Identification Standards please contact any branch or refer to our website [westpac.com.au/aml](http://westpac.com.au/aml).

If you or any signatories opening an account do not meet our identification requirements, we will not be able to open the product until you and all relevant individuals are identified according to our requirements. Additionally, if you or any signatory to an existing product have not satisfied our identification requirements at any time, we may be required to limit the services we provide to you (which may include imposing a block on your product or closing it) until all identification requirements are completed.

## 2. Providing us with your Tax File Number.

### 2.1 Providing us with your Tax File Number (TFN).

Each time you open an account that earns interest, you'll be asked to provide your TFN. The Bank is authorised under the *Income Tax Assessment Act 1936* to collect TFNs of account holders.

For joint accounts, a minimum of two TFNs from the account holders is required. For accounts in trust for someone else (such as your child or children) you should quote your own TFN. If a formal trust has been established, you can quote the trust's TFN.

It is not compulsory to provide a TFN or ABN in relation to an account.

### 2.2 What if I am exempt from providing my Tax File Number?

If you are exempt from providing a TFN, let us know the type of exemption applicable to the account so that we will not deduct tax from interest earned on the account. If the account is for a child under 16 and interest income earned on the account is likely to be \$420 or more per year pro-rata, it is advisable to quote a TFN. Otherwise, interest earned on the account will be subject to withholding tax.

If you are a non-resident of Australia, you are exempt from providing a TFN but will generally be subject to withholding tax on the interest earned on the account.

### 2.3 Will the Bank disclose any information to the Australian Taxation Office about my accounts?

We are required to report details of interest/dividend income earned, withholding tax deducted, TFNs and exemptions provided on an account, to the Australian Taxation Office. The collection of TFNs and their use and disclosure is strictly regulated by the *Privacy Act 1988*.

### 2.4 Switching to a Westpac account.

If you are seeking to switch your personal transaction account from another financial institution in Australia, we can assist in that switching process.

## 3. Operating an account for a minor.

Debit Mastercard access is not permitted for persons under the age of 14.

The following additional restrictions apply if the minor is under the age of 14:

- if you're 12 years old or over, Handycard access is permitted. Authorised signatory approval may be required;
- Handycard access is not permitted if you're under 12 years old, except in exceptional circumstances;
- branch withdrawals with a debit card are permitted and are not subject to authorisation by an authorised signatory;
- withdrawals without a debit card are permitted and may be subject to authorisation by an authorised signatory;
- cheque access is not available;
- there must be at least one authorised signatory on the account;

- any additional authorised signatory can remove themselves from an account at any time;
- the sole authorised signatory cannot be removed from the account until the minor has turned 14 or another authorised signatory is added to the account;
- an authorised signatory cannot remove another signatory from the account;
- once an authorised signatory is removed from the account, the authorised signatory will no longer have authority to operate the account on behalf of the child.

Once the account holder turns 14, a new notice of authority can be completed to record the specimen signature of the minor, the account holder can request any or all authorised signatories on the account be removed, and the account holder can request to add authorised signatories to the account, up to the number allowed by the product type.

## 4. Giving someone else the authority to use your account.

The account holder(s) can authorise another person or person(s) to operate one or all of their accounts independently. Once authorised, the third party can:

- transact through methods of access, including cheque, or any other method of access which may be introduced in the future;
- order cheque books;
- overdraw the account(s) to any approved limit;
- establish Periodical Payments on the account(s);
- arrange Cheque Cashing Authorities;
- stop cheques;
- order additional statements; or
- instruct us to cancel the third party authority.

The account holder(s) can authorise another person to access account(s) via Online Banking, Telephone Banking, or at a branch. Refer to the Online Banking and Telephone Banking terms and conditions for further information on authorising someone else to access your account via Online Banking or Telephone Banking.

We may have issued an additional Westpac Debit Mastercard (for Victorian customers only, no longer available) to any person nominated by you, provided that each person is 14 years and over and has an Australian residential address. The third party can establish recurring payments. The account holder is responsible to Westpac for the use by a third party cardholder of their Debit Mastercard.

By nominating a third party cardholder, the account holder authorises the third party cardholder to act on their behalf to make a replacement request for the third party cardholder's existing card that is lost, damaged or stolen or for specific purpose card replacements (e.g. accessibility reasons) only.

The account holder(s) or third party may cancel the authority to operate at any time; however the account holder(s) will be liable for:

- any transactions made prior to the authority being cancelled, regardless of when the transactions are debited to the account(s);
- any future dated payments, cheques, authority debits, Periodical Payments, bill payments, drafts, bills of exchange, or promissory notes established by the third party prior to the cancellation of the authority.

The Bank may also cancel the third party's right to operate the account at any time if it reasonably believes that there may be a dispute relating to the account or the authority, or if a third party claim is made known to us. In certain circumstances, acting reasonably, we may also remove the authority to operate of anyone authorised to operate your account and/or your authority to operate any account due to unsatisfactory conduct (including that of the authorised signatory) or for any other reason we deem appropriate, such as if we believe allowing the authority to remain on your account may cause loss to you or us. Any account holder aged 12 years and over can cancel an authorised signatory at any time by visiting any branch.

Please note, however, that the third party will not be able to:

- open new accounts;
- alter the account holder's details on the account;
- add or delete any other third party on the account to which they have access;
- transfer the account(s) between branches.

Please note the following points regarding cheque books and statements:

- any cheque books issued on the account (where available) will bear the name of the account holder;
- cheque books will be mailed to the account holder(s) mailing address unless alternative arrangements are made by the account holder;

- cheque books and statements cannot be sent to a branch for collection, unless in exceptional circumstances;
- all transactions will appear on the account statement, however the statement narrative will not identify the initiator of the transaction.

The account holder(s) will be liable for any transactions made by the third party and any associated fees and charges. (For further information please refer to clause 25 and 26 in this booklet.)

The account holder(s) can cancel a third party authority at any time by visiting any branch. After cancellation, the account holder(s) needs to be aware that he or she will be liable for any transactions made on the account prior to the authority being cancelled, regardless of when they are debited to the account.

## 5. Operating your accounts.

### 5.1 Current account information and account statements.

You can get up-to-date information on your accounts 24 hours a day, 7 days a week. Accessing this information can either be free or incur a fee, depending on the type of service you choose and the frequency of your request.

A statement will be issued at least every six months, (except for Westpac Passbook 55+ and Retired and Passbook), unless we are unable, after taking reasonable steps, to locate you.

If there are no transactions posted to your account in a statement period (and the account balance is zero in the case of accounts with overdrafts arrangements), your statement will be deferred to the next statement cycle. However, you will always be sent a statement at least every 6 months.

As an alternative to receiving paper statements in the mail, electronic statements and other important information on one or more of your eligible deposit accounts may be given via our Online Banking service together with an email notifying you when the statement is available. You may agree or consent to electronic statements<sup>1</sup>, or we may notify you that statements will be made available electronically instead of by mail. To obtain electronic statements you must be registered for Online Banking, supply us with a valid email address and satisfy any other applicable eligibility criteria. You can opt-out of electronic statements at any time via Online Banking, in-branch or through our call centre.

Remember, statements are an important part of your banking and finances in general.

Please be advised that:

- all entries on statements should be checked carefully and any apparent or possible unauthorised transaction promptly reported to the Bank;
- you should retain transaction records or transaction record numbers to confirm against items appearing on the statement of your account;
- it will assist any claim you may need to make regarding any lack of authority, including forgery, or any other discrepancy if you notify us, within three months of receiving your statement of account, if there is any cheque noted on your statement which we have paid but you did not authorise, or if any other amount(s) has been debited to your account without your authority.

Sometimes we get things wrong. Where we do, we will work to make things right. You will not be liable for any fees, charges or interest that we incorrectly charge to your account contrary to our applicable terms and conditions. Please check the entries listed in your account statements regularly, and if you see an error please contact us promptly on 132 032.

### 5.2 Different ways of making deposits.

There are many options available to deposit money into your account. Choose the methods that are convenient for you from the options below.

Type of deposit	Deposit options
Branch	To deposit a cheque or cash to your account over the counter, or to transfer funds between accounts. You can also deposit money into an account held at another bank.
Express Deposit Facility	For depositing cheques only. This service is available in the branch and allows you to use our pre-printed supplied envelopes to lodge your deposit in the Express Deposit facility without having to wait.

<sup>1</sup> If eligible, you can request this service either in-branch, via Online Banking or through our call centre.

Type of deposit	Deposit options
Periodical payment	For making regular loan payments or regular deposits to a savings or investment account with us or at another bank. This service helps you avoid unnecessary trips to the branch-while remaining sure your payments will be made, subject to there being sufficient cleared funds in your account on the business day before the payment is to be made and on the due date.
ATM	Selected ATMs can accept deposits into your account. Refer to the ATM device you're using, visit <a href="http://westpac.com.au/ouratms">westpac.com.au/ouratms</a> or visit your local branch for more details.
Westpac Online Banking	When you want to transfer funds between your accounts or deposit money into another person's account with us.
Telephone Banking	When you want to transfer funds between your accounts, either by speaking to a staff member or using the automated service.
Mail credit	When you want to mail a cheque deposit to us. We recommend you only send cheques through the mail, and include a completed deposit slip.
Direct credit	When you want to arrange for a deposit to be automatically paid into your account (e.g. a direct salary credit).

### Deposit books.

A deposit book can be issued on your account fee-free. (Not available for Westpac Passbook 55+ and Retired or Passbook accounts).

### Rules about depositing.

If you are making a deposit through the mail or via the Express Deposit Facility, remember a completed deposit slip must be included. Generally there is no maximum amount that can be deposited into an account, however we reserve the right to set a maximum amount of deposit on any account at any time with immediate effect.

### Deposits at ATMs, CDMs and Bank@Post™.

If you make a deposit at an eligible ATM/CDM the amount of your deposit is subject to verification by us. The amount accepted by the CDM, or the amount validated by the ATM and then agreed by the depositor, is the amount that will be credited to your account. Processing and cut off times will vary depending on the time of day the cash deposit is made.

Within any 24 hour period, a deposit limit may apply to deposits at an ATM, CDM or Bank@Post. Such cash deposit limits may change from time to time at our discretion. For ATM deposit limits, processing and cut off times visit [westpac.com.au/ouratms](http://westpac.com.au/ouratms) or visit your local branch.

### 5.3 Different ways of making withdrawals.

Apart from uncleared cheques, your money is held for whenever you need it and is available for withdrawal at any time, provided you have been identified using one of the acceptable forms of identification when you opened your accounts.

Type of withdrawal	Withdrawal options
BPAY	Bills featuring the BPAY logo can be paid directly from your accounts via Westpac Online Banking or Telephone Banking.
Cash (from a branch)	Withdraw cash from the branch using your Westpac Debit Mastercard, Handycard and PIN, or by completing a signed withdrawal slip/personal cheque and having your signature verified to branch records.
Cash (from an ATM)	Withdraw cash from an ATM. Refer to the 'ATMs' section for more information.
Cash, Purchase with Cash or Transfer Funds (using eftpos)	Purchase goods or services wherever eftpos is accepted, including online. Where the cash out option is offered by a merchant, withdraw cash at the same time you make a purchase. Transfer funds online wherever eftpos is accepted.

Type of withdrawal	Withdrawal options
Cheque	A cheque provides a convenient way of paying a bill. Cheque withdrawals are only valid if your account allows cheque access.
Direct debit	When you want a third party to automatically debit your account to pay for applicable goods or services received when you quote your account number and BSB (e.g. a direct telephone debit).
Purchases (using Debit Mastercard)	Pay for purchases in Australia and overseas wherever Mastercard is accepted, including online or over the phone.
Periodical payment	For making regular loan payments or regular deposits to a savings or investment account with us or at another bank. This service helps you avoid unnecessary trips to the branch - while remaining sure your payments will be made on time, subject to there being sufficient cleared funds in your account on the business day before the payment is due to be made. Periodical Payments can be arranged via Telephone Banking or by visiting any branch.
Recurring payment	When you want a third party to automatically debit your Debit Mastercard or Handycard to make card recurring payments for goods or services when you quote your 16-digit card number and expiry date (e.g. Medical Fund or gym membership).
Transfer funds (to one of your own accounts within the Bank)	Funds can be transferred easily between Westpac accounts via Telephone Banking, Westpac Online Banking, or at any branch.
Transfer funds (to an account outside the Bank or another person's account with the Bank)	Funds can be transferred to other accounts with us or accounts at most other banks, building societies or credit unions in Australia by using 'Pay Anyone' or Westpac Online Banking or at any branch. An international payment facility is also available through Westpac Online Banking or at any branch, or if a third party claim is made known to us. Account holders under 14 years old cannot make International Payments in Online Banking. They can make International Payments in branch.

#### 5.4 Overdrawing your accounts.

At times, you may make a transaction which takes your account into negative balance (or further into negative balance) or beyond any formal overdraft arrangement on your account - for example:

- where, at our discretion, we honour a direct debit, a scheduled payment (including BPAY), ATM withdrawal, purchase using a card linked to your account or honouring a cheque when there is insufficient available funds in the account;
- when a card purchase does not require our authorisation, systems are unavailable or a merchant settles a transaction late; or
- where the transaction draws from uncleared funds in the account.

We are under no obligation to allow a transaction to overdraw your account. If we decide not to allow it, we will decline the transaction.

If you make a withdrawal transaction in any of the circumstances set out above, we will treat the transaction as an application by you for credit.

#### Overdraw Preference Feature.

The Overdraw Preference feature is available on personal accounts other than Basic Accounts (as listed below) or accounts held by persons under 18 years of age. On eligible accounts, the feature is, by default, enabled, unless it has been disabled at your request or at our discretion. When enabled, we may allow direct debits, periodical payments, cheque withdrawals and scheduled payments (including BPAY) to overdraw your account, or increase the amount already overdrawn at the time of the transaction. An Account Overdrawn Fee and debit interest may apply.

You can request to change your account Overdraw Preference by calling us or visiting your nearest branch, and online when the feature is available in Online Banking. If you have provided a valid email address and mobile phone number to us, you will receive an email or SMS notification on the update.

**Please note:** The Overdraw Preference will be updated on the account, and effective for all authorised persons.

The update will be effective by the end of the day, unless it is not a business day then it is effective by the end of next business day.

If you request for the Overdraw Preference feature to be disabled, we will decline (where possible) any direct debits, periodical payments, cheque withdrawals and scheduled payments (including BPAY) that would cause your account to become overdrawn, or further overdrawn on the next business day after processing.

Some transactions may still cause the account to become overdrawn where:

- (at the relevant time) any of our relevant systems is off-line or otherwise impaired or interrupted;
- the authorisation request is not sent to us, or received by us, for our review and for processing by our system (which may occur, for example, where the transaction is made using a cheque or a card linked to your account); or
- it is impossible or reasonably impractical for us to prevent your account from being overdrawn.

Under these scenarios, an Overdrawn Fee and debit interest may apply.

#### When we honour a payment and your account(s) show a negative/debit balance.

If:

- we do honour a cheque or pay a transaction (e.g. periodical payment, direct debit or other electronic withdrawal transaction initiated by you) which overdraws your account(s) where no formal overdraft arrangements exist; or
- a fee or charge debited to your account(s) results in a negative balance in your account(s),

then you will, at the time the negative balance arises, owe us a debt of the amount by which your account(s) are overdrawn. We agree that you have a period of 20 days within which to repay that debt. Accordingly you must, by the end of that 20 day period, return the account(s) to a positive balance unless within that period you ask us for, and we approve, an overdraft arrangement, (see clause 10 below).

If we honour a payment in any of the circumstances set out above, this can save you embarrassment and the inconvenience of having to write another cheque or make other arrangements.

Please note that you may avoid being charged this fee by returning your account to a positive balance, or to a balance within the agreed overdraft limit (as applicable), by 6.00pm Sydney time on the day the transaction is conducted.

You must ensure that you do not overdraw your account(s) regularly (refer to 'Overdraw Preference Feature' section for more information). Even if we do honour a transaction, or do so more than once, it does not mean we have any obligation to do so in the future. If we decide not to allow it, we will decline the transaction.

Any deposits into your account will be first applied to the amount by which your account is overdrawn including fees and any accrued interest on that amount. If you are receiving government benefits paid into the account and need access to the payment which has been applied to an overdrawn amount, please contact Westpac Assist or visit a branch to discuss options that may be available.

#### When we dishonour/reject a payment.

If you make a transaction from your account(s) and there are insufficient funds available within the account(s) or the funds have not been cleared, your payment may be dishonoured.

#### When system errors affect payments or transfers.

If any deposit, transfer, or withdrawal transactions have been processed to your Account due to system error (including, but not limited to, duplicate transactions), we may reverse these transactions when we identify them. For clarity, these situations do not include 'Liability for unauthorised transactions' see section 26 and 'Mistaken internet payments' see section 27.

## When your credit rating could be affected.

If your account(s):

- become overdrawn without arrangements; and
- remain overdrawn for more than 60 days after the end of the 20 day period we allow for you to repay the amount overdrawn, then we may commence enforcement action and disclose your default and certain personal information to a credit reporting body.

Under the *Privacy Act 1988*, a credit reporting body (within the meaning of that Act) may collect and hold default information (within the meaning of that Act) in relation to the default. A default listing with a credit reporting body will remain on your file for a period of up to 5 years and may affect your ability to obtain finance or credit.

Our privacy statement includes important information about credit reporting, including details of the credit reporting bodies to which we are likely to disclose your credit information. You can access our privacy statement from [westpac.com.au/privacy/privacy-statement](http://westpac.com.au/privacy/privacy-statement) or by calling 132 032.

## 5.5 Are you having financial difficulty?

When you overdraw your account, there may be occasions when repaying this debt becomes difficult. For example, if you are receiving government benefits paid into your account and you need access to the payment that has been applied to the overdrawn amount. Should this arise, you should promptly contact Westpac Assist or visit your branch to discuss options that may be available.

## 5.6 Joint accounts.

If your account is held jointly, the credit balance of a joint account is held jointly by all account holders. This means that each account holder has the right to withdraw all available funds in the account.

The joint account holders must all sign an authority telling us how the account can be operated.

The authorised method of operation can be:

- jointly – where two or more authorised persons must act together; or
- severally – where authorised persons may act individually.

The joint account holders can change this arrangement at any time by signing a new account authority or amending the existing one. However, we will normally treat all authorities for operating the joint account as cancelled once we know of your death (and certain conditions have been met) or of your bankruptcy. Also, regardless of any authorities to operate, any party to a joint account can require us to operate the account only on the signature of all parties. This might be done if there is a dispute between the joint account holders. Visit any branch for assistance. If you ask for an account to be operated jointly, some account features may not be available (for example, card access).

### Joint account holder responsibilities.

It's important to understand your responsibilities prior to opening a joint account.

You should know that:

- The liability of joint account holders on an account is joint and several so if one or more account holders overdraws the account, each joint account holder may be liable for payment of all or any part of the amount overdrawn.
- In Online Banking, you can view the accounts you have with joint account holders. All joint account holders can authorise to on-share access to the account with your other authorised users in Online Banking. Refer to the Online Banking Terms and Conditions for an explanation of this feature.
- Joint account holders will receive paper statements unless we agree otherwise with you. Please see the 'Current account information and account statements' section in this document.
- We may accept a cheque into a joint account which is payable to any one or more named account holders.
- If one joint account holder dies we will treat the credit balance in the joint account as owing to the surviving account holder(s).
- When an account is held in joint names and an account holder is a company which becomes deregistered:
  - any remaining account holder(s) will become wholly responsible for any outstanding debit balance;
  - we may treat the credit balance in the account as owing to the other account holder(s); and
  - we may notify you on at least 30 days' prior notice, that we intend to convert the account to another business account with us in the name(s) of the surviving account holder(s), transfer the balance of the joint account to this account, and close the original joint account. Fees and charges may apply on the other account. If you do not agree to the conversion to the other account, we must receive 7 days prior

notice of your intention to close the account and where to pay the remaining balance. If you do not provide us notice you will be deemed to have consented to the conversion of your account as outlined.

- If all account holder(s) are deregistered, we will freeze the account and take actions in accordance with the 'Deregistration' section in clause 39.
- Where two or more authorised persons must act together (i.e. more than '1 to sign'), the account Overdraw Preference (if eligible) can only be changed in branch where the required account holders are present.

## 6. Organising an overdraft.

An overdraft is a line of credit on your eligible accounts, available if you meet standard credit assessment criteria. It allows you flexibility in the amount you can borrow (up to an agreed limit) and in the repayments you make (no minimum repayments required). Temporary and permanent overdrafts may be available.

## 7. Interest rates that may apply on your account.

Interest rates on all accounts may change at our discretion.

### 7.1 Interest that's paid to you.

If you have a positive balance in your Westpac Passbook 55+ and Retired, Passbook, Premium Saver and Personal Cheque you may earn interest.

Details of current deposit interest rates applicable to your accounts are:

- printed on your account statement (if applicable);
- printed on the interest rate sheet which can be obtained from any branch;
- available on request.

You can also visit [westpac.com.au](http://westpac.com.au), visit a branch or contact Telephone Banking.

### 7.2 How the interest you earn is calculated and paid.

For all accounts included in this booklet credit interest (excluding Westpac Passbook 55+ and Retired and Personal Cheque accounts) and debit interest (if it applies to your account) is calculated on the daily closing balance of your account using the following formula:

$$\frac{\text{Daily closing balance}}{365} \times \frac{\text{Interest rate}}{100}$$

For all accounts (except Personal Cheque), balances in your account on and after the last business day of the month, including deposits made to your account on or after the last business day of the month, will not be included in the interest calculation for that month, but in the interest calculation for the following month.

For Westpac Passbook 55+ and Retired accounts, deposit interest is calculated using the 'part' or 'split' balance method.

For Passbook accounts, credit interest accrues daily and is credited to your account six monthly on the last business day of March and September.

For Premium Saver accounts, credit interest accrues daily and is credited to your account quarterly in arrears on the last business day of March, June, September and December.

There is no interest payable on the Personal Cheque account.

### 7.3 Interest rate types.

Listed below are details of the interest rate types specific to our accounts.

#### Interest rate types – split.

On Westpac Passbook 55+ and Retired, deposit interest is calculated using the 'part' or 'split' balance method. The interest is calculated daily and paid quarterly (on the last business day of March, June, September and December) on each balance amount that falls within the balance tier.

#### Interest rate types – tiered.

Tiered interest rates enable customers to receive a different rate of interest on their entire balance as their funds grow or decline from one tier level to the next. However, balance tiers may also offer the same rate of interest.

Tiered rates of interest are paid on Passbook and Premium Saver.

## Debit Interest.

To avoid being charged interest on any unarranged debt, you should always try to keep a positive balance in your deposit accounts.

If your account becomes overdrawn without arrangement, debit interest (if it applies to your account) will be charged to that account. It will be calculated daily on the debit balance (and deducted on the last business day of each month) using the then current Unarranged Lending Rate (ULR) until the account balance is positive again.

## 8. Cancelling or stopping a payment.

### 8.1 Cheque payments.

If you write a cheque and want to stop the payment, you can do so by notifying us before the cheque has been paid.

You should contact Telephone Banking or give your branch written and signed instructions and provide the following details of cheque:

- account details;
- cheque number;
- amount of the cheque;
- name of the payee (the person you've written the cheque out to);
- date of the cheque;
- if the cheque was crossed or open.

There is a fee for stopping a cheque, but this will not apply if your cheque book has been lost, stolen, destroyed or is no longer required and the cheque forms had not already been signed.

### 8.2 Periodical payments.

When you have authorised the Bank to make regular automatic payments from your account, and you want to cancel or stop these payments, you must advise the Bank at least one business day before the next payment is scheduled. You will need to provide full details including:

- the payment amount;
- when it's due;
- the payee;
- the account it normally comes from.

### 8.3 Regular transfers.

When you have authorised the Bank to make a Regular Transfer from your account and you want to cancel or stop these transfers, you must advise the Bank at least one business day before the next transfer is scheduled.

You will need to provide full details including:

- the payment amount;
- when it's due;
- the account it normally comes from;
- the payee.

### 8.4 Direct debits.

Direct debit is a payment you have authorised a third party to debit your account at set times, by using your BSB and account number.

We will promptly process:

- any instruction by you to cancel a direct debit request relevant to a banking service we provide to you; or
- a complaint by you that a direct debit was unauthorised or otherwise irregular.

When you contact us to request a direct debit cancellation, we can complete the request on your behalf and forward it to the authorised party.

We are unable to accept a request to stop a payment made under a direct debit arrangement after we have already debited the payment from your account.

## Migration of a Direct Debit arrangement into a PayTo arrangement.

Merchants and Payment Initiators may convert an existing Direct Debit arrangement with you into a PayTo arrangement (Payment Agreement) – this is called “Migrated DDR Mandates”. You are entitled to advance written notice from the merchant or Payment Initiator of variation to your Direct Debit arrangement and changed processing arrangements (as specified in your Direct Debit Service Agreement with them). If you do not consent to the variation of the Direct Debit arrangement, you must advise the merchant or Payment Initiator. We are not required to provide notice of a Migrated DDR Mandate to you for you to confirm or decline. We will process instructions received from a merchant or Payment Initiator on the basis of a Migrated DDR Mandate.

Once your Direct Debit arrangement becomes a PayTo arrangement, you can manage it in Online Banking.

### 8.5 Recurring payments.

Recurring payment is a payment that you have authorised a third party to charge your Debit Mastercard or Handycard number. You'll need to contact the merchant to request to cancel a recurring payment.

Unlike direct debits, Westpac is unable to cancel a recurring payment on your behalf. You should contact the authorised party yourself. Until you cancel your authority, the merchant is entitled to request us to debit the account and we are obliged to process this request.

If the merchant does not comply with your request to cancel the authority, you must provide us with a copy of the correspondence with the merchant to enable us to dispute the relevant transaction(s) on your behalf.

Any NPP payments will be processed in accordance with the Online Banking terms and conditions.

### 8.6 BPAY payments.

We will not be able to stop a BPAY payment once you have instructed us to make the BPAY payment.

### 8.7 PayTo payments.

Refer to the Online Banking Terms and Conditions on how to cancel or stop PayTo payments in Online Banking. Please note, Online Banking may be unavailable due to outages.

## 9. When you haven't used your account for over 6 months.

### 9.1 Inactive accounts.

If your account becomes inactive we may close your account without any notice to you.

Your account becomes inactive if:

- you do not make any deposits and/or withdrawals during a continuous six-month period; and
- the balance of your account is nil or in debit without any arrangements.

### 9.2 Unclaimed monies.

If you have not made a deposit or a withdrawal from your account for seven years we may close your account, and transfer any prescribed money in your account to the government. We will usually notify you before we close your account, but there may be circumstances where we are not able to (such as where our record of your address is out of date).

You can visit any branch to find out how to recover unclaimed money (although it may take three months or more to recover).

## 10. When the Bank can combine your accounts.

Deposit accounts should not be overdrawn unless you have made prior arrangements with us. If you overdraw your account without arrangement or beyond the agreed overdraft limit when formal overdraft arrangements do exist, we may automatically combine your accounts: that is, transfer sufficient money which is kept in any other account with us, held in your name(s), to clear the debt. See 'Overdrawing your accounts' section for more information on when your account can become overdrawn.

We may also transfer money kept in your deposit account(s) to clear debts which you owe us in other loan or deposit accounts. If we do this, the balance of the account from which we have transferred the money will reduce by the amount used for this purpose.

You agree that you may not set off any amounts we owe you (for example, credit balances in your other accounts) against amounts you owe us.

If we exercise our right to combine accounts, we will notify you promptly in writing at the address shown in our records.

## 11. How to close your accounts.

You or any other authorised person can close your accounts at any time simply by asking at any branch. Account holders under 14 years old may require approval from an authorised signatory. Most accounts can also be closed by calling Telephone Banking.

Another financial institution may close your accounts on your behalf.

We may also exercise our discretion to close accounts (and cancel any linked card(s)) or refuse to accept further deposits or allow further withdrawals after giving reasonable notice to you (and, we may also notify the authorised signatory/signatories) due to unsatisfactory conduct or for any other reason we deem appropriate such as:

- where your account is designed for domestic or personal use by you as a personal customer and is being used for business purposes;
- where you hold an account that has been designed to promote your interests as an account holder who is under 18 years of age, and in our reasonable opinion, the account is being used for purposes that do not benefit you or are not in your interests as an account holder who is under 18 years of age; or
- where we reasonably believe the use of an account has caused harm (for example financial abuse) to another person.

In certain circumstances we may do any of the above without providing you with any prior notice. When we do so, we will act fairly and reasonably towards you. These circumstances may include:

- you do not provide us with any document or information we reasonably request from you;
- we reasonably consider it necessary to comply with our policies, Australian law or sanctions (or the law or sanctions of any other country), or to comply with our regulatory and compliance obligations and manage associated risk.

Upon closing the account for the above reasons we will pay you the net credit balance of the account (e.g. by providing you a bank cheque) unless we believe, acting reasonably, that we are precluded from doing so, such as in order to comply with our regulatory and compliance obligations or to manage associated risk.

### 11.1 How your closing balance (Termination Value) is calculated if your account balances are in credit.

The net credit balance of your accounts is calculated as credit balance plus deposit interest, if any, less any accrued account fees and government charges applicable up to the closing date. Monthly fees will apply even though the accounts have been open for only part of the month.

### 11.2 How your closing balance (Termination Value) is calculated if there are uncleared funds or your accounts are overdrawn.

We cannot make available any uncleared funds at the time you request that the accounts be closed, until those funds become cleared. If the accounts have a debit balance, you must pay to us the balance plus any accrued debit interest, account fees including monthly or quarterly fees and government charges applicable up to the closing date.

### 11.3 Things to remember when closing your accounts.

When you close your accounts you must provide to us any unused cheques, passbook, and any card which operates the accounts (including any card issued to an additional cardholder). An account with cheque access may only be closed once all outstanding cheques written on the account have been presented. We reserve the right to return any cheques presented for payment after the account has been closed. Make sure you notify anyone who either directly credits or debits your accounts and be sure to cancel any Periodical Payments or Regular Transfers either to or from the accounts you are closing.

## Ways of accessing your accounts

There are many ways you can use your accounts, with some of these services available 24 hours a day, 7 days a week. Choose the services that work best for you – they're all detailed in the rest of this section.

Access channel	What it offers
ATM	Get access to your cash in Australia, or overseas wherever you see a Mastercard/Cirrus logo.
BPAY	Pay your bills 24 hours a day, 7 days a week using Telephone Banking and Westpac Online Banking – direct from your account. Account holders under 14 years old can only make BPAY payments through Telephone Banking.
Branch	See our branch staff for over-the-counter transactions, sales, advice, and help with services like Telephone Banking and Westpac Online Banking.
Cheque	Convenient for paying bills and a lot safer than carrying large amounts of cash.
eftpos	Purchase goods or services wherever eftpos is accepted, including online.
Westpac Online Banking	See all your accounts on one screen to get a better picture of your banking instantly.
Telephone Banking	Check balances, pay bills and transfer money between your accounts automatically, wherever and whenever you like, with just one call.
Debit Mastercard	Pay for purchases in Australia or overseas wherever Mastercard is accepted, including online or over the phone.

## 12. Branch.

Our branch staff are available to talk to you in person about products and services, offer advice, and show you how to use services you may not be familiar with, such as Telephone Banking and Westpac Online Banking.

### What you need:

Debit Mastercard or Handycard and PIN or signature verification.

### 12.1 What you can do at a branch.

- Open accounts.
- Check account balances.
- Obtain balance summaries.
- Get details of your transactions.
- Deposit cash
- Withdraw cash.<sup>^</sup>
- Transfer funds.
- Cash cheques.
- Ask about ways to minimise fees.
- Get mini-statements and get a copy of a previous statement.
- Deposit cheques over-the-counter.
- Deposit cheques via Express Deposit facility.
- Get advice about the right product for your needs.
- Purchase Bank cheques or travellers cheques.

<sup>^</sup> Subject to section 36 (When we may delay or refuse transactions) if you need to make a cash withdrawal of \$5,000 or more from your account, please contact the branch and provide at least 2 business days' notice. In the event of a cash withdrawal over \$50,000, we may choose to pay you by bank notes in large denominations, or bank cheque, or an electronic transfer (instead of cash).

## 13. Bank@Post.

At participating Post Offices, customers can:

- Withdraw cash (up to a daily cash withdrawal on your card – see **24.4 Daily limits**). However, cash cheque withdrawals are not permitted.
- Make cash<sup>1</sup> and cheque deposits (up to a daily limit of \$7,000 for cash and less than \$1 million for cheques. For mixed cash and cheque deposits, the total limit is less than \$1 million per customer, of which no more than \$7,000 can be cash).
- Make account balance enquiries. Westpac customers are not charged extra fees to use the Bank@Post service.

## 14. ATMs.

You will need card access to your account to use and access ATM features.

What you can do	<ul style="list-style-type: none"> <li>• Check your balance</li> <li>• Withdraw funds</li> </ul> <p>Other features may be available at select ATMs (e.g., making deposits). ATM features are subject to change. Refer to the ATM device you're using, visit <a href="http://westpac.com.au/ouratms">westpac.com.au/ouratms</a>, or visit your local branch for more details.</p>
Limits or restrictions	<p>Limits or restrictions may apply to:</p> <ul style="list-style-type: none"> <li>• Daily cash withdrawal limit</li> <li>• Minimum withdrawal, subject to note denominations and cash availability.</li> </ul> <p>Other restrictions may also apply at non-Westpac Group branded ATMs, which should be disclosed at the specific ATM device.</p>
Fees that may be charged	<ul style="list-style-type: none"> <li>• No ATM operator fees apply for using Westpac Group branded ATMs or Westpac Group partner ATMs.</li> <li>• ATM operator fees may apply (disclosed on-screen at the time of the transaction) when you access your accounts at non-Westpac Group branded or non-Westpac Group partner ATMs (including overseas bank ATMs). This fee will be debited on the day (or next business day) of the transaction and itemised separately on your statement.</li> <li>• Overseas withdrawal fee: \$5.00 (Nil for cash withdrawals from Global ATM Alliance ATMs). An overseas withdrawal fee is charged the day (or next business day) in which the transaction occurred and is in addition to any foreign currency conversion fee.</li> <li>• Some overseas banks may apply a surcharge for withdrawals (which should be brought to your attention before proceeding with the transaction) which will be added to the withdrawal amount, converted to Australian dollars, and debited from your account as one transaction.</li> <li>• Overseas withdrawal fees are not charged for balance enquiries or cash withdrawals made at Global ATM Alliance ATMs. To find an overseas ATM that is part of the Global ATM Alliance, visit <a href="http://westpac.com.au/atmalliance">westpac.com.au/atmalliance</a>.</li> </ul>

## 15. POS (Point of Sale) transactions.

Using your Debit Mastercard or Handycard at POS, you can pay for goods and services and obtain cash directly from your deposit account at most retail and service outlets (some outlets do not offer a cashout facility).

### What you need:

Debit Mastercard or Handycard and PIN.

<sup>1</sup> Please note: Processing and cut off times will vary depending on the time of day the cash deposit is made. For cash deposit processing and cut off times visit [westpac.com.au](http://westpac.com.au) and search 'ATM features' or visit your local branch.

## 15.1 What you can do at POS (Point of Sale) terminals.

- Make purchases without cash.
- Withdraw cash at the same time from your savings or cheque account.
- Have the choice of account (linked accounts only).
- Get a printed receipt.
- Use your compatible device to make a payment with a mobile wallet.

## 15.2 Our responsibilities and liabilities (Electronic banking access).

We will maintain electronic banking access to the nominated accounts at all times unless:

- an electronic banking terminal malfunctions or is unavailable;
- a merchant refuses to accept your card;
- at least one of the accounts is overdrawn or will become overdrawn without prior arrangement, or is otherwise considered out of order by us.

There may be times when we will alter the types of accounts which may be operated, or the types of transactions performed, or the types of electronic banking terminals that may be accessed using the card. See page 5 for information about notice we will give you if we make any such change.

## 15.3 What happens if an electronic banking terminal does not work?

We will be responsible to the person(s) who owns the account for any loss, which occurs because an electronic banking terminal accepts your instructions but fails to carry out the transaction requested.

If you are aware that the electronic banking terminal is not operating properly we will only be responsible for correcting the relevant account and refunding any fees or charges.

Otherwise, we will not be responsible if an electronic banking terminal does not accept your instructions or your card fails to work in the terminal, such as where your card is faulty, or an electronic banking terminal malfunctions or is unavailable.

## 16. Telephone Banking.

Telephone Banking lets you check balances and transactions pay bills and transfer money automatically wherever and whenever you like, with just one call. And, if you need help, a Customer Service Representative is one push of a button away.

### What you need:

8-digit customer number and 3-digit access code.

## 16.1 Getting started.

To start using Telephone Banking, here's all you need to do:

- call 132 032;
- have your 8-digit customer number handy;
- when your call is answered, select the appropriate menu option to speak with a Customer Service Representative who will then ask you several questions to confirm your identity;
- you will be asked to select a 3-digit access code.

You will need your 8-digit customer number and your 3-digit access code are all you need to use both self-service and staff-assisted Telephone Banking. These numbers will give you access to all accounts under your customer number. For more information, see the 'Banking Options' booklet and the 'Terms and conditions applying to Telephone Banking', available from any branch.

## 17. Westpac Online Banking.

You can use Westpac Online Banking to get a better picture of your banking. Not only can you see your accounts instantly, you can also pay almost anyone in Australia or overseas at any time and print out statements fee-free.

### What you need:

8-digit customer ID and 6-character alpha-numeric password.

We may also issue you with a token device or send you Westpac Protect SMS Codes to use with Westpac Online or Business Online Banking. If we do, you will also need that token device or SMS code. Information about the token device and SMS code is set out in the Westpac Online Banking Terms and Conditions.

## 17.1 Getting started.

To register for Westpac Online Banking, call 1300 655 505 (24 hours, 7 days a week). When you use Westpac Online Banking for the first time you will be required to accept the terms and conditions that are provided online.

You can view terms and conditions for Westpac Online Banking prior to using the service by visiting [westpac.com.au](http://westpac.com.au)

## 18. BPAY®.

### 18.1 What you can do with BPAY.

- Register for BPAY View® and pay bills and receive your bills with BPAY View 24 hours – 7 days.
- Schedule payments in advance using BPAY.
- Obtain a receipt number.
- Use via Telephone Banking or Westpac Online Banking 24 hours – 7 days. Account holders under 14 years old can only make BPAY payments through Telephone Banking.
- Add funds to a Term Deposit when the Term Deposit is due to be renewed.
- Choice of accounts to pay from (however some billers do not accept payments from credit cards).
- Register with BPAY “View Billers” to receive online access to bills. Account holders under 14 years old cannot use BPAY View.

### 18.2 Getting started.

You don't need to register for BPAY bill payment facility; all you need to do is either call Telephone Banking or log on to Westpac Online Banking.

Then simply provide the biller code and reference number (and possibly other information) that appears on the bill or invoice. We'll debit your nominated account with the amount you specify.

You can schedule a BPAY payment to be made the future. Cleared funds must be available in the account the day before the payment is made.

Details of BPAY payments, including a receipt number, will appear on your account statement.

### 18.3 Rules about BPAY.

The Bank is a member of the BPAY Electronic Payments Scheme (BPAY scheme). You can ask us to make payments on your behalf to billers who wish to receive the payments through the BPAY scheme. The BPAY scheme cannot order a stop payment once you have instructed the Bank to make that payment.

BPAY payments can be initiated through Telephone Banking and Westpac Online Banking. The following terms and conditions apply to BPAY through either Telephone Banking or Westpac Online Banking.

### 18.4 Future dated payments.

If we are unable to make a BPAY payment at the future payment date we will advise you by letter. A payment may not be able to be made due to insufficient funds, an invalid account or because the biller no longer participates in the BPAY Scheme.

### 18.5 Correct and incorrect amounts.

Please ensure that you specify the correct amount that you wish to pay. If you instruct a BPAY payment and later discover that:

- the amount you specified is greater than the required amount, then you must contact Telephone Banking;
- the amount you specified is less than the required amount, then you can make another BPAY payment to make up the difference; or
- if you do require a complete BPAY payment refund you can contact Telephone Banking.

## 18.6 BPAY payments and system cut-off times.

Billers participating in the BPAY scheme will treat BPAY payments you make as received according to the table below.

If the BPAY payment is made	Payment will register as received
Before 6.00pm Sydney time on a business day.	On the date that you make the BPAY payment.
After 6.00pm Sydney time on a business day.	On the next business day.
On a non-business day.	On the next business day.

### 18.7 Delays.

Delays might occur because we received your BPAY instructions after the times referred to above or because another participant in the BPAY scheme is not complying with its obligations. We will not be responsible for those delays.

If the Bank is advised that your BPAY payment cannot be processed by a biller, we will contact you to advise you of this, credit your account with the amount of the BPAY payment, and take all reasonable steps to assist you in making the BPAY payment as quickly as possible.

### 18.8 Other concerns and their solutions.

Please tell the Bank promptly if you become aware of:

- any delays or mistakes in processing your BPAY payments;
- if you did not authorise a BPAY payment that has been made from your account;
- if you think that you have been fraudulently induced to make a BPAY payment.

We will attempt to rectify any such BPAY payments (other than incorrect payment amounts that you must pay) in the way described in the liability section immediately below. However, except as set out in the liability section, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme. If you make an erroneous or mistaken payment, this will not satisfy part or whole of your underlying debt to the biller.

### 18.9 If you suspect fraud.

If you make a BPAY payment because of the fraud of a person involved in the BPAY Scheme (e.g. a biller), then that person should refund you the amount of the fraud induced payment. If you are not able to obtain a refund then please advise the Bank and the Bank will inform you of other rights of recovery you may have under the BPAY Scheme rules.

### 18.10 Consequential loss.

We're not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

### 18.11 Liability for BPAY transactions.

With respect to BPAY transactions, the account holder will not be liable for loss of funds if a BPAY payment is made:

- to a person or for an amount which is not in accordance with the user's instructions; or
- in accordance with a payment direction which appeared to us to be from a user or on a user's behalf but for which a user did not give authority; and
- the account was debited for the amount of that payment.

In these situations, we will credit that amount to the account.

In situations where the account holder is liable for loss of funds by virtue of the above liability provisions, the account holder must pay us the amount if, after 20 business days of us attempting to recover it from the payee, we cannot do so.



## 19. Cheques.

A cheque provides a convenient way of paying a bill or receiving a payment and it's a lot safer than carrying a large amount of cash.

### 19.1 What cheques offer.

- Pay bills.
- Pay others.
- Safety (don't need cash).
- Stop payment if necessary (on cheques you have written).

### 19.2 Personal cheques.

Cheques are available on Personal Cheque accounts. Cheque access is not available on the other accounts in this booklet.

A cheque book is ideal if you need to write cheques regularly, and saves you from visiting a branch to purchase Bank cheques. The cheques are drawn on your account and are prepared by you.

There is a variety of books for you to select from, which range in size and quantity, including pre-stamped 'not negotiable' books or those personalised for you.

A new cheque book is mailed to the same address as your account statement and will be automatically reordered and mailed to you when you are 80% of the way through your current cheque book. Cheque books can also be ordered via Telephone Banking or by visiting any branch.

### 19.3 Open or 'uncrossed' cheques.

An open cheque is one that is uncrossed, that is, a cheque that does not have two parallel lines across it. It is an instruction to the Bank to pay anyone who presents the cheque (assuming that the cheque is a 'bearer' cheque) at the branch of the Bank where the drawer's account is held, rather than the cheque being required to be deposited into the account. If the cheque was lost and presented for payment by the person who found it, the Bank would not normally be responsible for reimbursing the money to the drawer. You should always make your instructions clear.

### 19.4 'Not negotiable' cheques.

A cheque is a negotiable instrument that is, it can be passed from one person to another. A crossed cheque, with or without the words 'not negotiable' written between the lines, protects the 'true owner' in case it is lost or stolen. For example, if someone persuades a tradesperson to accept a stolen 'not negotiable' cheque as payment for a service, the tradesperson would be liable to refund the amount of the cheque to its rightful owner, provided the thief cannot be located or cannot make good the loss.

### 19.5 Account payee only cheques.

If you write 'account payee only' on a crossed cheque, you are instructing us that you wish the cheque to be paid into the account of the person you have named on it.

### 19.6 'Or bearer' cheques.

If the words 'or bearer' appear at the end of the line on which you have written the payee's name and you leave the cheque uncrossed and without the words 'not negotiable' on it, we will have to pay the proceeds to anyone who presents the cheque. If, on an uncrossed cheque, you cross out 'or bearer' or write in 'or order' and the cheque is presented for payment in cash, we have to pay the proceeds only to the person whose name is on the cheque, or as they direct.

## 20. Rules about depositing cheques.

### 20.1 Third party cheque deposits.

Cheques can normally only be deposited into the account of the person(s) or company named as payee on the cheque.

If you are depositing a cheque to your account, where you are not the person(s) or company named (i.e. you are a 'third party'), please ensure that the payee transfers ownership to you by signing the back of the cheque in the following manner:

*Please pay (your account name)  
Signed (payee's signature)*

In addition, at the time you make the deposit, we will ask you how you got the cheque. This is to confirm your ownership of the cheque and avoid problems that sometimes occur with lost or stolen cheques.

If the cheque has not been properly signed over to you, or if a satisfactory explanation is not given as to how you received it, the Bank may refuse to accept deposit of the cheque.

### 20.2 Withdrawing money from a deposited cheque.

Funds may be withdrawn after three business days. (In certain uncommon circumstances, this may be extended by a further one, or even two, business days). However, in some cases withdrawals may be permitted earlier. This is only done at the Bank's sole discretion and you should contact your branch. When drawings are made before a deposited cheque is cleared, you will have to reimburse us if the cheque is subsequently dishonoured. A cheque is dishonoured when there aren't sufficient funds in the account of the writer of the cheque, if there is some irregularity in connection with the cheque or when Overdraw Preference feature is disabled on the account.

### 20.3 Dishonoured cheques deposited into your account.

If a cheque is returned to us unpaid it means it has been dishonoured by the bank on which the cheque was drawn. If that happens we may return the cheque to you. We will also reverse the entry in your account, that is deduct the amount we credited. If the cheque you deposited is not paid, it is your responsibility to pursue payment from the person who gave it to you. There are a number of reasons why a cheque may be dishonoured, some of which are:

- there are insufficient available funds in the account of the drawer (the person who signed the cheque) to cover the amount written on the cheque;
- the cheque is not signed, the signature is not valid or more than one signature is required;
- the cheque is post-dated – i.e. presented for payment before the date that is written on it;
- the cheque is stale – presented for payment more than 15 months after the date written on it;
- the cheque has been materially altered without the alterations being properly signed or initialled by the drawer or another authorised person;
- the cheque has been 'stopped' by the drawer (see clause 8.1 for more information on 'stopping' cheques and any fees involved);
- there is a court order which prevents the drawer's account being used;
- the Bank has been notified of the drawer's death, mental incapacity or bankruptcy.

On a personal account if you deposit a cheque from someone else and it is dishonoured (known as an 'inward dishonour'), you will not be charged a fee. If a cheque has not been cleared, we will notify you as soon as possible.

### 20.4 Bank cheques.

Bank cheques, drawn by a bank on itself, are a widely accepted means of safe payment, and a safe alternative to carrying large amounts of cash. Bank cheques can be purchased at any branch where they are prepared on the spot.

Bank cheques can also be purchased online via our Westpac Online Banking service. With this option you must have an existing account.

Bank cheques ordered via Online Banking will not incur a fee, but will have the value of the bank cheque charged to your account.

A bank cheque has to be cleared like any other cheque and may be dishonoured if it was lost, stolen, destroyed, our signature was forged, the cheque was fraudulently and materially altered, and for other reasons that would affect its validity.

If a bank cheque is lost, stolen, or destroyed, please contact any branch immediately.

If a bank cheque is no longer required, it may be cancelled and refunded at any branch.

#### Tips for using cheques

- Always be careful when writing a cheque or accepting one. Take time to make sure that it is accurate, properly crossed (when required) and signed. Then double-check it. That way you'll minimise the risk of forgery or fraud.
- Don't leave gaps between words and figures – use all the space and add 'only' to the amount to be paid where it does not include any cents (e.g. fifty dollars only).
- Fill up any empty spaces with a horizontal line.
- Never use a pencil, non-permanent ink pen or a correctable typewriter to write a cheque as it can be easily erased and altered.
- Never sign a cheque before you use it (and never sign a blank cheque).
- When you alter a cheque you have written, you must sign your name or initials next to where you made the alteration.
- Tell the Bank immediately if a cheque, your cheque book or some forms from your cheque book have been lost or stolen. This will enable us to stop unauthorised cheque payments and prevent or minimise resulting losses.
- Never leave your cheque book where it can be found by someone else.

## A guide to using your card

### 21. Debit Mastercard and Handycard.

When you first open your accounts, you will be offered a Debit Mastercard or Handycard. You can use your Debit Mastercard or Handycard to get instant access to your funds at ATMs throughout Australia and overseas, and at outlets that have the eftpos logo within Australia.

In addition, you can use your Debit Mastercard:

- online or over the phone to purchases goods and services;
- to pay bills using BPAY;
- to make purchases overseas wherever you see the Mastercard logo; and
- at merchants with a contactless terminal to purchase goods and services of \$100 or less without having to sign or enter a PIN.

In Australia, where your Handycard was issued after 30 November 2017 you can also use your Handycard to purchase goods or services by holding your Handycard in front of a contactless terminal (where available) and waiting for the transaction to be confirmed. There is no need to sign or enter a PIN for purchases \$100 or less. You can use your Handycard to purchase goods or services online where eftpos is accepted.

A Debit Mastercard or Handycard comes free with your account, although they are generally not available on a Westpac Passbook 55+ and Retired, Passbook or Premium Saver account we may allow a debit card to be issued based on the needs of the customer. A Debit Mastercard will only be issued if the customer meets the eligibility criteria. Customers must be 14 years of age or over and have an Australian residential address to be eligible for the card.

If you decided not to obtain a Debit Mastercard or Handycard at the time your account was opened, you can apply for one at any time in the future. Simply visit any branch or [westpac.com.au](http://westpac.com.au) or call Telephone Banking on 132 032.

### 21.1 Using your card at POS Terminals.

The Bank's cards are generally accepted at any merchant in Australia displaying the eftpos logo. When you make a transaction at an ATM or POS terminal, you authorise us to act on the instructions you enter into the terminal. When purchasing using POS you should ensure that the transaction amount is correct before you enter your PIN at the terminal or you sign a transaction voucher as by doing so you indicate your agreement that the transaction amount is correct.

At various retail and service outlets you have the convenience of paying for goods and services and (at some outlets) obtaining cash directly from your account (known as 'cash out') by presenting your Debit Mastercard or Handycard. Please note that for Debit Mastercards where you select the 'credit' or 'Debit Mastercard' option on the POS terminal, or for Debit Mastercards or Handycards where you make a contactless transaction, you cannot get 'cash out'.

### 22. Using your Debit Mastercard.

You can use your Debit Mastercard to purchase goods/services from merchants or withdraw cash from ATMs in the following ways:

- at merchants in Australia or overseas
  - (a) by pressing the 'credit' or 'Debit Mastercard' option and signing the transaction slip or entering your PIN;
  - (b) making a contactless transaction at a contactless terminal and waiting for the transaction to be confirmed. In Australia there is no need to sign or enter a PIN for purchases of \$100 or less. At merchants overseas, you may not need to sign or enter a PIN for small value transactions;
- at merchants in Australia – by pressing the 'cheque'/'savings' button (if applicable) and entering your PIN;
- over the phone – by quoting the Debit Mastercard number, expiry date and where requested, the CVC;
- online – by using the Debit Mastercard number, expiry date and where requested, the CVC;
- withdraw cash at ATMs.

All transactions you make using your Debit Mastercard will be counted towards the free monthly withdrawal allowance that may apply to the deposit account(s) linked to your card.

Some fees and charges apply when you use your Debit Mastercard. Refer to the 'Summary of fees and charges' table for your account type for details.

### 22.1 Gambling block requests.

Gambling block is a feature available on personal debit cards. On eligible cards, the feature is, by default, unblocked, unless otherwise requested by you. However, if the cardholder is under 18 years of age, the gambling block is enabled on the card by default, and this will automatically be switched off after the cardholder turns 18 years old. This feature is dependent on the cardholder's date of birth information provided to us being accurate. We will not be held responsible for the under 18 gambling block function not operating across all gambling transactions (please see below bullet points for more information on the types of transactions which are blocked) nor be liable for any resulting damage or losses to the cardholder if the cardholder's date of birth information provided to us is not correct or fraudulently altered.

When the gambling block is enabled on your card, we may decline authorisation requests that identify with the merchant category codes relating to gambling that we have applied to the block. We will continue to decline these card authorisation requests until you request to unblock your card. The unblock request may take up to 2 days to process.

You may make block or unblock requests by calling us, or by any other means made available to you from time to time.

If you have provided a valid email address, you will receive an email when the request is made.

Some gambling authorisation requests may still be processed. This may be, for example:

- where the authorisation request does not identify with any of the merchant category codes relating to gambling which we have applied to the block;
- where the transaction is a recurring payment that you have authorised;
- where you make a payment using BPAY or to withdraw cash from an ATM;
- where (at the relevant time) any of our relevant systems is off-line or otherwise impaired or interrupted; or
- where the authorisation request is not sent to us, or received by us, for our review and for processing by our system (which may occur, for example, where the authorisation request occurs under a delegated authority held by the merchant, the relevant card scheme provider or a third party transaction processor).

## 22.2 Under 18 Card Transactions Block.

If the cardholder is under 18 years of age, a protective block is enabled by default on the card. We may decline authorisation requests that identify with the merchant category codes, relating to Elevated Risk Transactions, that we have applied to the block.

This block is mandatory and will automatically be removed when the cardholder turns 18 years old. This feature is dependent on the cardholder's date of birth information provided to us being accurate.

This block will not prevent all Elevated Risk Transactions.

For example, it will not prevent transactions in situations such as:

- if we have not received an authorisation request for the transaction when our systems are offline or otherwise impaired/interrupted;
- if the Merchant/card scheme automatically approves the transaction;
- if the card scheme (Visa or Mastercard) does not tell us that the Merchant offers an Elevated Risk Transaction product or service; or
- when a transaction may not require our authorisation, for example, recurring card payments and instalment payments.

## 23. Authorising debit card transactions.

Certain transactions on the account may need to be authorised before they can be completed – by us, the merchant, or other person involved in the transaction. For example, we may choose not to authorise a transaction if there are insufficient funds available in the account for the transaction.

Once we authorise your transaction, we will place a temporary hold for the pending transaction amount. This means, even though the current balance of your account is a certain amount, you may find you have a reduced or zero available balance later.

If the purchase or other transaction is not completed, the amount of available funds in the account may continue to be reduced until the authorisation is cleared. Once the transaction is presented by the merchant and completed, the reduction of funds for the transaction will be reflected in your account.

### 23.1 Recurring payments.

You can purchase goods or services at any time by authorising another person or company (merchant) to transact on the default deposit account by quoting your 16-digit Westpac Debit Mastercard number and expiry date.

To cancel such an authority, you must notify the merchant. Please note, unlike Direct Debits, Westpac is unable to cancel a recurring payment on your behalf. Until you cancel your authority, the merchant is entitled to request Westpac to debit the account and Westpac is obliged to process this request. If the merchant does not comply with your request to cancel the authority, you must provide Westpac with a copy of the correspondence with the merchant to enable Westpac to dispute the relevant transaction(s) on your behalf.

Once the authorisation is obtained, it will reduce the amount of available funds in the account. If the purchase or other transaction is not completed, the amount of available funds in the account may continue until the authorisation is cleared.

### 23.2 Mismatched authorisations.

Some merchants may request confirmation that you have sufficient funds in your account to meet the anticipated cost of goods and services they will supply (this is a common practice in hotels and car rental agencies). We treat this request as a 'request for authorisation'. Once the authorisation is made, the available funds in your account are reduced by up to the amount anticipated by the merchant. This means the balance in your account may not indicate the correct amount until the authorisation is cleared and you may find you have reduced funds in your account. The merchant may then request a subsequent authorisation for the final (actual) amount of goods and services once they have been supplied. This may have the effect of reducing your balance further by the sum of two authorisation amounts until that final amount is processed.

### 23.3 Delayed authorisations.

Debit Mastercard transactions may take some weeks to be processed and debited to your account. Merchants may also delay completing your transaction, our temporary hold for the transaction amount may expire and the funds are returned to your available balance. If we gave an authorisation for the purchase or payment, the balance on your account may be greater than the available funds in your account. Please consider this whenever you reconcile your account statement and you should always ensure sufficient available balance in your account to complete all your transactions to avoid taking your account into

negative balance (or further into negative balance) or beyond any formal overdraft arrangement to avoid any fees and charges that may apply.

For example, if you use your card to purchase fuel at a petrol station by swiping your card at a fuel pump POS facility and selecting the 'credit' or 'Debit Mastercard' button, an authorisation amount will be processed to their account to cover the anticipated amount of the purchase. The authorised amount may remain on the account and the available balance will be temporarily reduced by the authorised amount until the actual purchase amount is processed by us or until the original authorisation request expires.

This authorisation process will not occur if you press the 'cheque' or 'savings' button at the fuel pump.

## 23.4 Reversing a transaction.

In some circumstances, card scheme rules allow us to charge a transaction on the account back to the merchant with whom you made the transaction. This is known as a chargeback.

You should report a disputed transaction to us as soon as possible so that we may reasonably claim a chargeback right. Chargeback rights are not available for all types of transactions. For example, we cannot claim a chargeback in relation to BPAY Payments from the account. If it is available, we will claim a chargeback right for a transaction on your account if:

- you ask us to do so; and
- you give us the information and material we require to support a chargeback. Otherwise any chargeback right we have may be lost.

The timeframe for disputing a transaction may not apply where the ePayments Code applies.

## 24. Rules about your Debit Mastercard and Handycard.

### 24.1 Debit Mastercard does not provide credit.

Subject to clause 5.4 (Overdrawing your accounts), Westpac does not agree to provide any credit in respect of your Debit Mastercard. When you use your Debit Mastercard to make a Debit Mastercard transaction, you have access to the funds available in your account.

### 24.2 Your card and PIN.

A Debit Mastercard or Handycard and your PIN will be mailed to you separately after the account is opened. A Debit Mastercard will be issued up to 5 working days after the account is opened provided you meet eligibility criteria. A Handycard will be issued up to 5 working days after the account is opened provided all signatories have been identified.

Your PIN may be a four digit number allocated to you by us, or it may be a four to six digit number or word that you have personally selected. You have the option of changing your PIN to one of your own choice at any time (including where your record of the PIN has been lost or stolen) using the Customer Select PIN pads located in many of our branches. Your PIN is effectively an electronic signature that cannot be forged and therefore is much more secure than a written signature.

If you are travelling overseas you will need to have a four-digit PIN, as not all countries have the same ATM system and many overseas ATMs don't let you enter your PIN as a word.

For information on liability for Debit Mastercard and Handycard usage and PIN/code protection please refer to clauses 25 and 26 in this booklet.

### 24.3 Card validity and expiry.

When cardholders receive their Westpac Debit Mastercard or Handycard, for security reasons, they must sign it immediately. It should only be used until the expiry date.

As soon as a card expires, ensure that you destroy it by cutting it into several pieces and disposing of them securely.

### 24.4 Daily limits.

A default daily transaction limit of \$8,000 will apply to your Debit Mastercard when the card is used for in-store, online, and phone payments including recurring payments. At times, transactions on your Debit Mastercard will go through even if the transaction exceeds this limit, or the transaction will exceed your available funds in your account. Some examples include recurring payments, estimated, initial and subsequent authorisations (that will be adjusted once the final amount is processed or expires), when a transaction does not require our authorisation, when systems are unavailable, or when transaction vouchers are manually processed by a merchant.

A daily cash withdrawal limit of \$1,000 applies to your Debit Mastercard. Some peer-to-peer withdrawals may be treated as a cash withdrawal.

There is a default daily limit of \$1,000 to your Handycard for all transaction types.

You can view or change your daily limits at any time using Online Banking or via the App. If you ask for a higher limit, your liability for unauthorised transactions may increase.

These limits apply when the card is used in Australia or overseas. The following table sets out the default limits by transaction type that you can transact or debit from all the account(s) linked to the card in one calendar day:

Transaction Type	Debit Mastercard	Handycard
<ul style="list-style-type: none"> <li>Transaction made through POS including contactless transaction</li> <li>Online or over the phone purchases</li> <li>Recurring payments</li> <li>Mail order</li> </ul>	\$8,000	\$1,000 <i>Only available for purchase transactions wherever eftpos is accepted.</i>
<ul style="list-style-type: none"> <li>Cash withdrawals through ATM</li> <li>cash-out at a POS terminal</li> <li>Bank@Post withdrawal</li> </ul>	\$1,000	
Transactions in branch	N/A – limit does not apply	N/A – limit does not apply

#### 24.5 Card cancellation.

We may cancel your card by providing you with 30 days' written notice acting reasonably. We may also cancel your card at any time (without prior notice) to protect you or us from material risks including fraud, unauthorised access or other losses, to manage criminal, regulatory and associated risk.

Once you are notified of the cancellation, you must not use your card. You must destroy it by immediately cutting it into several pieces and disposing of them securely.

You can cancel your card at any time by calling us on 132 032 or by returning the card to us. A cancellation may not be effective until the card has been surrendered, or you have taken all reasonable steps to have the card returned to us. What constitutes taking all reasonable steps to have a card returned to us, where you are the account holder and the card in question is held by another person, will vary depending upon the particular circumstances. At a minimum, it will require you to contact that person, if at all possible, and request them to surrender their card to you, so that you can return it to us.

If you close your accounts or where the card has been cancelled, the account holder will remain liable for transactions:

- made using the card prior to or after its cancellation or closure of the accounts; or
- made using the card number for mail, online, telephone and standing order transactions which have not been cancelled prior to termination.

The user may be liable to the account holder for any use of a card after the user has received notice of its cancellation.

#### 24.6 Card re-issue.

We may issue a new card to you at any time. All re-issued cards are subject to the terms and conditions of the card. We may not re-issue a card to you only in circumstances where it is reasonable for us not to and to meet our regulatory obligations. We will not automatically re-issue a card that hasn't been used to make a transaction in the prior 12 months.

#### 24.7 Withdrawals at branches and other banks.

The minimum withdrawal amount may vary between financial institutions. Before a cash withdrawal is processed in Australia you may be required to provide a second form of identification, such as a passport or driver's licence. While overseas, a passport will be required for Debit Mastercard only. Handycards cannot be used to withdraw funds from your account over-the-counter at any bank overseas.

#### 24.8 All cards remain our property.

All cards remain the property of the Bank and you are required to return the card to us on:

- our request;
- cancellation of your card;
- closure of all of the accounts which are linked to your card;
- termination of your authority to operate all accounts which are previously linked to your card;
- if the account(s) linked to the Debit Mastercard is closed, the card will be automatically cancelled.

#### 24.9 Overseas transactions.

Customers can access their funds in their linked default account at any international ATM where the Mastercard or Cirrus logo is displayed, by using your Debit Mastercard and PIN or Handycard and PIN, respectively.

At overseas ATMs you cannot use your Debit Mastercard or Handycard to make deposits or transfer funds between consumer deposit accounts linked to your Debit Mastercard or Handycard. To access funds from your default account at overseas ATMs, select the 'credit' button for Debit Mastercard, or the 'cheque'/'savings' option for Handycard.

Foreign Transaction Fees apply to all overseas POS and Contactless transactions. If the amount of the transaction is more than your available balance, the transaction may be rejected and no fees will be charged. Refer to the section titled 'ATMs' for information on fees that may be charged for overseas ATM transactions.

Fees charged by Mastercard Worldwide during the conversion process are passed on to you by us. A Foreign Currency Transaction Fee is also charged by us for these transactions.

Mastercard Worldwide processes foreign currency transactions, including charges incurred and refunds made, and converts these transactions into Australian dollars. Transactions that are made in foreign currencies other than United States dollars are converted into United States dollars before being converted into Australian dollars.

The exchange rate used for conversion is either a government mandated exchange rate or a wholesale exchange rate, selected by Mastercard Worldwide for the applicable currency on the day the transaction is processed. That rate may differ from the rate applicable to the date the transaction occurred, or the date when the transaction is posted to your account. Please note that exchange rates quoted by Westpac in Australia are not used to convert foreign currency transactions to the Australian dollar equivalent.

To facilitate the processing of card transactions, information relating to your card details and transaction details may be processed by Mastercard Worldwide in countries other than Australia. By making a cash withdrawal with your Debit Mastercard or Handycard or a purchase (for Debit Mastercard only), you agree that information regarding the transaction may be processed outside Australia.

#### 24.10 What to do if you want to dispute a Westpac Debit Mastercard transaction.

If you need to dispute a transaction, you should contact us as soon as possible. You can raise a dispute online, in branch, or by contacting us using the number on the back of your card. We may ask you to provide information in writing to support your dispute.

We must comply with card scheme rules which set out dispute procedures and notification timeframes. If you don't notify us promptly, we may not be able to investigate your dispute.

In some circumstances, card scheme rules allow us to charge a transaction on the account back to the merchant with whom you made the transaction. This is known as a chargeback. If it is available, we will claim a chargeback right for a transaction on your account if you ask to do so, and you give us the information and material we require to support a chargeback. Otherwise any chargeback right we have may be lost. Chargeback rights are not available for BPAY transactions.

The timeframe for disputing a transaction may not apply where the ePayments Code applies.

#### 24.11 Statements.

You should keep all voucher and transaction records given to you when using your card.

You can use these to verify the transactions on your account.

# Security and liability for card, Telephone Banking and Westpac Online Banking usage

Because anyone who has your card and PIN, Telephone Banking access code or Westpac Online Banking password can make transactions on your accounts, you must take special care to protect them.

## 25. Protecting your card, your PIN and other codes.

### 25.1 Protecting your card.

To protect your card you must:

- sign it as soon as you receive it;
- carry it with you whenever you can;
- regularly check that you still have your card;
- not give your card to anyone else, including a family member or friend.

### 25.2 Card and PIN.

If you make a record of your PIN you must keep it separate and well away from your card unless the PIN is reasonably disguised. However, to minimise the risk of unauthorised transactions occurring on your account, it is best to keep your PIN record, even if disguised, separate and well apart from your card.

For example, you must not keep your card and undisguised PIN together:

- in a wallet, bag or briefcase even if in different compartments;
- in your car, even if in different areas of your car;
- in your office or at home in the same room;
- in any other situation where your card and PIN can be found and used.

### 25.3 Protecting your PIN and other access codes.

To protect your codes you must:

- try to memorise them;
- destroy our letter telling you your PIN (if applicable) and any documentation we issue to you containing a code;
- not write your PIN on your card, even if it is disguised;
- not keep a record of your PIN with or near your card;
- not tell anyone your codes, including family members, and friends;
- if you select your own code, do not select a number or word that can be easily guessed, such as part of the data imprinted on your card, a previously selected PIN, consecutive numbers, one number repeated or numbers which form a pattern, or that can easily be associated with you, such as your date of birth, telephone number, driver's licence number and so forth;
- make sure that nobody watches you or hears you when you are entering or using your codes at electronic equipment;
- never enter your PIN in an electronic banking terminal that does not look genuine, has been modified, has a suspicious device attached to it or is operating in a suspicious manner;
- be ready to make a transaction when you approach an ATM or POS terminal;
- make sure that you do not leave anything behind when you complete a transaction including leaving your card unattended in or at an ATM;
- notify us immediately if your PIN mailer has not been received intact, or if a PIN change has taken place without being requested.

If you select your own code, for security reasons you should endeavour to change it at regular intervals (say, every two years).

If you make a record of your codes you must either take reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised. We do not consider that you have made a reasonable attempt to disguise a code if you only:

- record it in reverse order;
- record it as a series of numbers with any of them marked to indicate the code;

- record the code as a telephone number with the code in its correct sequence anywhere within the telephone number;
- record the code as a telephone number where no other telephone numbers are recorded;
- disguise the code as a date or as an amount.

There may be other forms of disguise which may be similarly unsuitable because of the ease of another person working out your code.

### 25.4 Loss, theft or misuse of a card, PIN or other code.

You must immediately notify us if your card, PIN or code record is lost, stolen or misused, or you suspect that unauthorised transactions have been made on any account. This will enable us to put a stop on your card straight away preventing or minimising losses resulting from unauthorised transactions and your potential liability for such losses. The best way to contact us is by visiting a Westpac branch or calling our Customer Service Centre on 132 032, or on +61 2 9155 7700, if you are calling from overseas.

If you are calling about a lost or stolen card from overseas, call the International Operator to book a reverse charge call to +61 2 9155 7700. Please note that calls made from mobile phones or hotel rooms may attract additional charges, not covered by the reverse charge service.

If your Debit Mastercard is lost overseas you may report the loss to:

- Mastercard Global Cardholder Services;
- any financial institution displaying the Mastercard logo.

We will give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report.

We may require you to confirm your report at one of our branches and complete certain documentation.

If you can't contact us by phone because our emergency telephone numbers are not available, you will not be responsible for unauthorised use of your card, PIN or other code which could have been prevented if you were able to contact us by phone.

Provided that you tell us of the loss, theft or misuse of your card, PIN or other code within a reasonable time from the re-establishment of our telephone reporting facilities.

## 26. Liability for unauthorised transactions.

Liability for losses resulting from unauthorised transactions is determined under the relevant provisions of the ePayments Code where that Code applies (notwithstanding the obligations in the 'Security and liability for card, Telephone Banking and Online Banking usage' section). In this section, we outline when you will and when you will not be liable for unauthorised transactions.

### 26.1 When the account holder is not liable.

The account holder will not be liable for losses resulting from unauthorised transactions where it is clear that the user has not contributed to the loss.

The account holder will not be liable for losses resulting from unauthorised transactions that:

- are caused by the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of merchants (i.e. providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees; or
- require the use of a card or other device and/or a code and happen before the user receives their card or other device, or receives or selects their code(s) (as the case may be), including a replacement or reissued card, other device or code; or
- require the use of a card or other device and/or a code and happen after we have been notified that the card, or other device has been misused, lost or stolen or that the security of the code has been breached; or
- require the use of a card and happen after you have requested us to cancel the card and have either returned the card to us, or taken all reasonable steps to have the card returned to us (see clause 24.5 for card cancellation); or
- are made with a card, code or with any other device or identifier that is forged, faulty, expired or cancelled; or
- are the result of the same transaction being incorrectly debited more than once to the same account; or
- are electronic transactions able to be made using an identifier without a code or device; or
- are electronic transactions able to be made using a device and not a code, provided the account holder did not unreasonably delay in reporting the loss or theft of the device.

## 26.2 When the account holder is liable.

The account holder will be liable for losses resulting from transactions which are carried out by the user, or by another person with the user's knowledge and consent.

The account holder will be liable for actual losses resulting from unauthorised transactions caused by the user:

- engaging in fraud; or
- voluntarily disclosing any of their codes to anyone, including a family member or friend; or
- keeping a record of a PIN or other code:
  - without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
  - in a way that it could be lost or stolen with their card (in the case of a PIN) or any device to which the code relates; or
- keeping a record of a code:
  - without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
  - where more than one code is used, recording both/all codes in a way that they could be lost or stolen together; or
- writing their PIN on their card; or
- writing their code on the device to be used with that code; or
- selecting a code which represents their birth date, or being an alphabetical code which is a recognisable part of their name, after we have asked them not to select such a code and told them of the consequences of doing so; or
- leaving a card in an ATM (provided the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM); or
- acting with extreme carelessness in failing to protect their codes.

The account holder will also be liable for actual losses resulting from unauthorised transactions caused by the user unreasonably delaying notifying us of the misuse, loss or theft of their card or other device, or of their code(s) becoming known to someone else. The account holder's liability will only extend to losses which occur between the time when the user became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified.

However, the account holder will not be liable to pay for:

- that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the card, their account(s) or the relevant device;
- that portion of the losses incurred which exceed the balance of their account(s), including any pre-arranged credit;
- losses incurred on any accounts which the account holder and the Bank had not agreed could be accessed using the relevant device;
- losses occurring after we have been notified that the card or other device has been misused, lost or stolen or that the security of the code has been breached.

The account holder's liability is subject to the Bank proving on the balance of probability that the user contributed to the losses in one or more of the ways listed above.

If more than one code is required to perform a transaction and we prove that a user breached the security requirements for one or more, but not all, of those codes, you will be liable under this clause only if we also prove, on the balance of probabilities, that the breach of the security requirements was more than 50% responsible for the losses.

## 26.3 When limited liability applies.

The account holder will only be liable for losses resulting from unauthorised transactions to a limited extent, in circumstances where a code was required to perform the transaction and it is unclear whether the user contributed to the loss. The account holder's liability in such cases will be the least of:

- \$150; or
- the balance of the account(s), including any pre-arranged credit; or
- the actual loss at the time we are notified of the misuse, loss or theft of the card or of the code(s) becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).

You will not be liable for losses resulting from an unauthorised electronic transaction made using your Debit Mastercard to the extent they exceed what the account holder's liability would have been had we exercised

any rights we had under the rules of the Mastercard Scheme at the time you reported the unauthorised transaction to us against other parties to the Scheme.

Notwithstanding anything else in these terms and conditions, for transactions governed by the ePayments Code, we do not deny a user's right to claim consequential damages resulting from a malfunction of a system or equipment provided by a party to a shared electronic payments network that you are entitled to use pursuant to these terms and conditions (such as a merchant or us) except where a user should reasonably have been aware that the system or equipment was unavailable or malfunctioning, in which case our liability for any loss arising from the equipment or system unavailability or malfunction is limited to:

- (a) correcting any errors; and
- (b) refunding any fees or charges imposed on the user.

## 27. Mistaken internet payments.

This clause 27 does not apply to BPAY payments. See clause 18 for information about BPAY payments.

### 27.1 Reporting mistaken internet payments.

You should report mistaken internet payments to us as soon as possible after you become aware of them. You can report mistaken internet payments to us by visiting a Westpac branch or by calling us on:

- 132 032 if calling within Australia;
- +61 2 9155 7700 if calling from overseas.

We will give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report.

If we are satisfied that you have made a mistaken internet payment, we will, as soon as reasonably possible (and by no later than 5 business days of your report), send a request to the receiving institution for the return of the funds.

If the receiving institution subscribes to the Code and they are satisfied that a mistaken internet payment was made, they are required to follow the process for recovering the payment that we described under the section, 'Where you receive a mistaken internet payment'.

We will acknowledge receipt of your report of a mistaken internet payment, conduct an investigation into that mistaken internet payment, and inform you in writing of the outcome of our investigation within 30 business days of the day on which you made the report.

If you are unhappy with how your report was dealt with, you have a right to complain to us. Information on our complaints procedure is set out in this document. If you are still not satisfied with our response or handling of your complaint, you have the right to complain to the external resolution scheme, the Australian Financial Complaints Authority (AFCA). AFCA's contact details are set out in the "We're here to help" section of this document.

### 27.2 Dealing with mistaken internet payments.

Mistaken internet payments will be dealt with by us in accordance with the ePayments Code, where that Code applies to the payment, or where the payment is an Osko® payment or a Basic Single Credit Transfer. Set out at clauses 27.3 to 27.4 is a summary of the processes in that Code.

We may be the sending institution, namely the financial institution whose customer made the payment or the receiving institution, namely the financial institution whose customer received the payment (this customer is the unintended recipient of the payment). We will be the sending institution where the payment is made from your Westpac account. We will be the receiving institution where the payment is made to your Westpac account.

Where a financial institution other than us is the receiving or sending financial institution, we cannot guarantee that it will follow the processes in the ePayments Code. A financial institution is unlikely to follow these processes if it is not an authorised deposit-taking institution for the purposes of the Banking Act. We are not liable for any loss suffered if it does not follow those processes.

Where the sending institution is not satisfied that a payment is a mistaken internet payment, it is not required to take any further action.

Notwithstanding anything set out below, where the unintended recipient of the mistaken internet payment is receiving income support payments from Services Australia or the Department of Veterans' Affairs, the receiving institution must recover the funds from that recipient in accordance with the Code of Operation: Recovery of Debts from Customer Nominated Bank Accounts in receipt of Services Australia income support payments or Department of Veterans' Affairs payments.

Where you or another financial institution advises us that you are, or we think you may be, the sender or recipient of a mistaken internet payment, you must give us, as soon as reasonably practicable and within the time we request, any information we reasonably require to enable us to determine whether the payment was a mistaken internet payment.

### 27.3 When sufficient funds are available in the unintended recipient's account.

Where the sending institution is satisfied that the mistaken internet payment occurred and there are sufficient credit funds available in the account of the unintended recipient to the value of the mistaken internet payment, the process that will apply will depend upon when the report of the mistaken internet transaction is made:

#### When the report is made within 10 business days of the payment:

- if the receiving institution is satisfied that a mistaken internet payment has occurred, it will return the funds to the sending institution within 5 business days of the request or any reasonably longer period up to a maximum of 10 business days.

#### When the report is made between 10 business days and 7 months of the payment:

- the receiving institution will investigate the payment and complete the investigation within 10 business days of receiving a request.
- if the receiving institution is satisfied that a mistaken internet payment has occurred, it will prevent the unintended recipient from withdrawing the funds for a further 10 business days and notify the unintended recipient that they will withdraw the funds if that recipient does not establish they are entitled to the funds within that 10 day period.
- if the unintended recipient does not establish they are entitled to the funds within that time, the receiving institution will return the funds to the sending institution within 2 business days of the end of that period.

#### When a report is made after 7 months of payment:

- If the receiving institution is satisfied a mistaken internet payment occurred, it must seek the consent of the unintended recipient to return the funds.

In each case where the receiving institution is not satisfied that a mistaken internet payment has occurred, it may (but is not required to) seek consent of the unintended recipient to return the funds.

Where the funds are returned to the sending institution, it will return the funds to the holder as soon as practicable.

### 27.4 When sufficient funds are not available.

Where both the sending and receiving institution are satisfied that a mistaken internet payment has occurred but there are not sufficient credit funds available in the account of the unintended recipient, the receiving institution will use reasonable endeavours to recover the funds from the unintended recipient.

### 27.5 When you receive a mistaken internet payment.

Where:

- (a) both we and the sending institution are satisfied that a payment made to your account is a mistaken internet payment; and
- (b) sufficient credit funds are available in your account to the value of that payment; and
- (c) the mistaken internet payment is reported 7 months or less after the payment; and
- (d) for mistaken internet payments reported between 10 business days and 7 months of the payment, you do not establish that you are entitled to the payment within the relevant 10 business day period referred to in clause 27.3,

we will, without your consent, deduct from your account an amount equal to that mistaken payment and send that amount to the financial institution of the payer in accordance with clause 27.3 above.

If there are insufficient funds in your account, you must co-operate with us to facilitate payment by you of an amount of the mistaken internet payment to the payer.

We can prevent you from withdrawing funds the subject of a mistaken internet payment where we are required to do so under the processes set out in the ePayments Code.

### 27.6 Liability for losses arising from internet payments.

You must ensure that internet payment details are correct. You and your user are solely responsible for providing correct payment details including amount and payee details. We will return to you any funds recovered by us on your behalf from an unintended recipient in respect of a mistaken internet payment but otherwise have no liability to you or your user for any payment made in accordance with details provided by you or your user including mistaken internet payments.

## General Matters

### 28. The Banking Code of Practice.

The Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time (Banking Code) sets out the standards of practice and service in the Australian banking industry for individuals and small business customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this document. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code on our website or ask us for a hard copy in branch or over the phone.

### 29. The ePayments Code.

The ePayments Code governs certain electronic payments to or from your account where you are an individual. For example, using your credit card or debit card at ATMs, online payments, telephone banking payments and BPAY. We will comply with this Code where it applies.

### 30. What happens if your details change?

If your address or other relevant details change, please notify us as soon as possible. Please also notify us of any change to your legal status or structure (including any change of name, change of trustee, partnership or office holders changes, bankruptcy or, if applicable, deregistration, winding up, dissolution or any analogous event). In each case this can be done easily by calling Telephone Banking, Westpac Online Banking or at any Westpac Branch. Depending on the nature of the change, we may ask that you provide us with further information (such as evidence of your change of name).

If the account signatories change, please notify us as soon as possible by visiting any of our branches.

Please note that unless you give us adequate prior notification of changes to your relevant details, unfortunately we will not be responsible for any resulting errors or losses.

### 31. Privacy.

Westpac's Privacy Statement explains our commitment to the protection of your personal information.

You may obtain a copy of our Privacy Statement by:

- calling Telephone Banking on 132 032;
- asking at any of our branches;
- visiting [westpac.com.au/privacy/privacy-statement](https://westpac.com.au/privacy/privacy-statement)

### 32. Duty of Confidentiality.

In addition to the Bank's duties under legislation, it has a general duty of confidentiality towards you, except in the following circumstances:

- where disclosure is compelled by law;
- where there is a duty to the public to disclose;
- where the interests of the Bank require disclosure;
- where disclosure is made with your express or implied consent.

### 33. Tax Reporting Obligations.

We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may

ask you whether you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident from time to time, such as when you open an account with us, or if your circumstances change. If you do not provide this information to us, including information about the foreign tax identification number for all countries you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident of, we may be required to limit the services we provide to you. This could include not opening your Product, or limiting functions or services of your Product, or closing it.

Unless you tell us otherwise, by completing any application for products covered by these terms and conditions, you certify that you, any shareholder, named beneficiary, settlor or controlling person is not a foreign tax resident. You must tell us if you, or any shareholder, named beneficiary, settlor or controlling person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (e.g. for beneficiaries identified only as a class) you must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify such beneficiary and, in any case, before such distribution is to be made to them. You may contact us to provide foreign tax residence information by calling 1300 725 863. We cannot give tax advice, so please contact your independent tax advisor if you need help finding out whether any person is a foreign tax resident.

### 34. The amounts we pay our staff.

Staff are paid a combination of salary and superannuation but may also become entitled to other benefits as a result of customers acquiring products through them. These other benefits may include cash incentive programs where staff may be eligible for a cash bonus based on the performance of their team and their own performance for achieving or exceeding a sales target. The performance requirements include a variety of key behaviours and objectives, such as the quality of their customer service and may include the level of product sales made by them and by other areas of the business as a result of their referrals.

The amount of the bonus will be based on the extent to which they have exceeded their objectives, their general behaviour, the performance of their business unit and their job classification.

Staff may also be entitled to receive other benefits from incentive and promotional programs. These vary from small non-monetary rewards such as movie tickets, hampers and dinners, to more valuable benefits such as flight and accommodation packages.

### 35. Marketing Communications.

We will use your personal information to send you offers for products and services we believe may be of interest and value to you (including by email, SMS or other means) unless you have previously told us that you do not want to receive marketing offers from us. The products and services offered may be provided by us or one of our third-party partners. If you do not want to receive direct marketing offers from us, you can manage your marketing preferences in your online banking profile, let us know using the contact details in our [Privacy Statement](#) or follow the opt-out instructions in the message.

### 36. When we may delay or refuse transactions.

In some circumstances, including where we consider it reasonably necessary to meet our regulatory and compliance obligations (including those relating to anti-money laundering and counter-terrorism financing) or to manage associated risk, we may, without giving you notice:

- block or place a stop on your card; and/or
- delay, block, freeze or refuse a transaction.

Examples of when we may take these measures include where we have reasonable grounds to believe that:

- a transaction may breach Australian law or sanctions (or the law or sanctions of any other country); or
- a transaction involves a payment to, from or through a Sanctioned Jurisdiction; or
- your account, Online Banking and/or card is being used in a manner we reasonably consider is unsatisfactory, fraudulently or in a way that might cause you or us to lose money; or
- you do not provide us with any document or information we reasonably request from you.

We may take these measures for as long as we reasonably need to. Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) in connection with the relevant product(s).

You provide us with the following undertakings and indemnify us against any potential losses arising from any breach by you of such undertakings:

- you must not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country) or that involves a payment to, from or through a Sanctioned Jurisdiction;
- the underlying activity for which any product is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country); and
- you will not access or use your Online Banking in a Sanctioned Jurisdiction.

You should also be aware that:

- we may from time to time require additional information from you to assist us to comply with our regulatory and compliance obligations or to manage associated risk; and
- where legally permitted to do so, we may disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties.

### 37. Payments made in error.

Where we reasonably believe that a payment made to your account may be a payment made in error, we may, without your consent, deduct from your account an amount no greater than the payment amount made in error and return it to the understood source of origin or as required by law, code or regulation. A payment made in error includes a fraudulent payment, a payment as a result of a scam affecting you or another person, an over payment, a duplicate payment or a payment error made by us. We will take steps, acting reasonably, to contact you in relation to a payment made in error where we consider it relates to a scam or fraud, unless we are unable. See the 'Mistaken internet payments' section for more information.

### 38. Australian Government's Financial Claims Scheme.

If you have a deposit account with us, you may be entitled to a payment under the Financial Claims Scheme (FCS) in certain circumstances. The FCS is run by the Australian Government to protect customer bank account deposits held in Australian Authorised Deposit-Taking Institutions. Payments under the Financial Claims Scheme are limited for each customer. You can find out more information about how the FCS limit is applied by visiting [westpac.com.au](http://westpac.com.au) and searching Financial Claims Scheme. You can also obtain more information about the FCS at [www.fcs.gov.au](http://www.fcs.gov.au).

### 39. Deregistration.

If we become aware that all account holders are companies that are deregistered, we'll freeze the account, which means:

- We'll notify the former directors that the account has been frozen;
- No activity on the account will be permitted, including withdrawals, payments, periodical payments and scheduled payments;
- We may apply funds in the account to clear debts in accordance with clause 10;
- We will close the account and send any credit balance that belonged to the deregistered company to the government and pay any remaining balances to their rightful owner(s);
- We may take action to recover outstanding debit balances on the account.

### 40. Feedback and Complaints.

#### Delivering on our service promise.

We're constantly striving to provide the best possible service, and we'll do our best to resolve any concern you have efficiently and fairly.

#### Our commitment to you.

If you're ever unhappy about something we've done - or perhaps not done - please give us the opportunity to put things right.

Our aim is to resolve your complaint within 5 business days, and where possible we will resolve your complaint on the spot. If we need additional time to get back to you, we will let you know. Should we be unable to resolve your concern at your first point of contact, we will then refer the complaint to our dedicated Customer Managers in our Customer Solutions team.

Our Customer Solutions Customer Managers are here to find a solution for you and will ensure that you're regularly updated about the progress we are making to resolve your complaint.



## We're here to help

☎ 132 032 in Australia  
+61 2 9155 7700 if you are overseas

📄 For further information go to our website and search 'Feedback and Complaints'

✉ [westpaccustomersolutions@westpac.com.au](mailto:westpaccustomersolutions@westpac.com.au)

🏠 Westpac Customer Solutions  
Reply Paid 5265  
Sydney NSW 2001

📍 Visit us in branch

### If you are still unhappy.

If you are not satisfied with our response or handling of your complaint, you can contact the external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA).

### Australian Financial Complaints Authority.

The Australian Financial Complaints Authority (AFCA) provides a free and independent service to resolve complaints by consumers and small businesses about financial firms (e.g. banks), where that complaint falls within AFCA's terms of reference.

The contact details for AFCA are set out below.

#### Australian Financial Complaints Authority

**Online:** [www.afca.org.au](http://www.afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Phone:** 1800 931 678 (free call)

**Post:** Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

## Definitions

To assist you with reading his booklet, listed below are some definitions for terms which are used throughout this document.

**'account holder'** means the person(s) in whose name an account is conducted and who is responsible for all transactions on the account.

**'ATM'** means an Automated Teller Machine operated by us or someone else.

**'available balance'** means the total balance in your account less any unsettled transactions (i.e. cheques deposited that have not yet been cleared or Debit Mastercard transactions pending authorisation) plus any credit limit you may have on your Account for Accounts with overdraft arrangements.

**'Bank', 'the Bank', 'Westpac', 'we', 'us' and 'our'** means Westpac Banking Corporation.

**'Bank@Post™'** includes selected Australia Post Offices where you can deposit or withdraw cash and check your account balance.

**'Basic Single Credit Transfer'** means a credit payment message, other than an overlay service payment or an international funds transfer instructions payment, sent by a New Payments Platform (NPP) participant via the NPP basic infrastructure for the benefit of a payee with another NPP participant.

**'business day'** Where we mention 'business day' within this booklet we are referring to any weekday when the Bank is open for business in any State or Territory of Australia. If the Bank is closed in all States and Territories then that day will not be a business day. If the Bank's offices are closed in your State or Territory but open in other States or Territories then the Bank will still regard that day as a business day in every State and Territory.

Saturday and Sunday are not classified as business days even though branches may be open for business.

**'card/Card'** means any authorised card issued by us for your Account or for which we allow you to link to your account and includes a Debit Mastercard, Visa Debit card, Handycard and a Westpac credit card.

**'CDM'** means any authorised Coin Deposit Machine where you can deposit coins.

**'code'** means a PIN, Telephone Banking access code, Westpac Online Banking password or any similar information which may be required in order to make electronic funds transfer transactions to or from accounts, and which the user is required to keep secret.

**'contactless terminal'** means an electronic terminal which can be used to make a contactless transactions.

**'contactless transaction'** means a transaction made by holding your card (which is capable of making a contactless transaction) in front of a contactless terminal and without having to insert or swipe the card.

**'current balance'** means the total balance in your account which may include any uncleared funds.

**'CVC'** means Card Verification Code. Merchants online or over the phone will ask for your card number, expiry date and may ask you to provide a CVC number. This can be found on the back of your Debit Mastercard or a generated CVC is available in Westpac Mobile Banking.

**'Debit Mastercard transaction'** means when you use your Debit Mastercard to make purchases by selecting the 'credit' or 'Debit Mastercard' option, you make a contactless transaction or you use your 16-digit card number to purchase goods or services.

**'device'** means an article we give to a user to perform electronic transactions.

**'direct debit'** means a payment you have authorised a third party (this includes a person, company, or merchant) to debit from your account at set times, by using your BSB and account number.

**'eftpos'** means debit card payment system owned and administered by eftpos Payments Australia Ltd  
ABN 37 136 180 366

**'electronic equipment'** means electronic terminals (e.g. ATMs, POS terminals and terminals located at the counter in a branch), computers, televisions and telephones.

**'electronic transactions'** means payment, funds transfer, and cash withdrawal transactions that are initiated on your account using electronic equipment and not intended to be authenticated by comparing a manual signature with a specimen signature.

**'Elevated Risk Transactions'** means transactions that identify with specific merchant category codes relating but not limited to things such as alcohol, tobacco, and adult entertainment.

**'identifier'** means information that a user knows and must provide to perform an electronic transaction but is not required to keep secret.

**'merchant'** means a provider of goods or services who accepts payment by card.

**'mistaken internet payment'** means a 'Pay Anyone' payment (other than one made using BPAY) made by you to an account of an unintended recipient, because you entered an identifier, BSB, and/or account number that doesn't belong to the intended recipient, as a result of: (a) your error; or (b) you being advised of the wrong identifier, BSB, and/or account number. This excludes payments made as a result of a scam.

**'NPP'** means the New Payments Platform operated by NPP Australia Limited.

**'Osko'** means the Osko payment service administered by BPAY.

**'Osko payment'** means a payment made using the Osko payment service.

**'other bank'** means any bank, financial institution, building society or credit union which is not part of the Westpac Group.

**'Payment Agreement'** means an agreement established by you and an approved merchant or Payment Initiator, by which you authorise us to make payments from your account via NPP.

**'Payment Initiator'** means an approved payment service provider who, whether acting on behalf of you or a merchant, is authorised by you to initiate payments from your account via NPP.

**'PayTo'** means the service which enables us to process NPP payments from your account in accordance with, and on the terms set out in, a Payment Agreement you have established with a merchant or Payment Initiator that subscribes to the service.

**'PIN'** means the Personal Identification Number used in conjunction with your Card.

**'POS'** means point of sale.

**'recurring payment'** means a payment you have authorised a third party (including a person, company or merchant) to charge your Debit Mastercard or Handycard number at set times.

**'Sanctioned Jurisdiction'** means a jurisdiction listed at [westpac.com.au/osaccess](https://westpac.com.au/osaccess)

**'Unarranged Lending Rate'** means the rate at which you are charged interest if your account becomes overdrawn without arrangement. The current unarranged lending rate is available by contacting Telephone Banking or visiting [westpac.com.au](https://westpac.com.au).

**'Westpac Group'** means Westpac Banking Corporation and its related bodies corporate. BankSA, St.George Bank and Bank of Melbourne are all divisions of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714.

**'Westpac Group partner ATMs'** refers to a third party ATM operator who Westpac has an arrangement with. The available ATM locations can be found on our website at the ATM locator [westpac.com.au/locateus/](https://westpac.com.au/locateus/) or via the Westpac app.



*Westpac acknowledges the traditional owners as the custodians of this land, recognising their connection to land, waters and community. We pay our respect to Australia's First Peoples, and to their Elders, past and present.*

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