# Business Debit Mastercard®

Terms and Conditions.



Effective as at 18 March 2024



## We're here to help

- 132 142
- westpac.com.au
- Visit us in branch

#### 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

Visit **westpac.com.au/web-accessibility** for further information on our accessible products and services for people with disability.

## **CONTENTS**

These terms and conditions4
What you can do with your card8
Issue of Business Debit Mastercard9
Use of the different types of Business Debit Mastercard10
Authorising Business Debit Mastercard transactions14
Rules about your Business Debit Mastercard17
Protecting cards and PINs24
Feedback and Complaints
Changes to terms and conditions
Communication with you34
When we may delay or refuse transactions35
Payments made in error36

## **These terms and conditions**

These terms and conditions apply to all Westpac Business Debit Mastercard ('Business Debit Mastercard') cardholders and to all transactions involving the use of your Business Debit Mastercard and Personal Identification Number (PIN). It is important that you read them carefully and retain them for future reference. Any use of your Business Debit Mastercard and PIN will be understood as your agreement to comply with them. Separate terms and conditions (for example, relating to fees, charges and interest) apply to the Westpac deposit accounts that can be accessed using your card. If there is any inconsistency between these terms and conditions and other terms and conditions. these terms and conditions will prevail.

The relevant provisions of the Banking Code apply to the banking services provided under these terms and conditions if you are a Small Business or an individual who is not treated as a business under the Banking Code.

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

**'Account signatory**' means, in respect of an account, each person or persons the account holder authorises to operate the account independently.

**'Additional cardholder**' means each person (other than a primary cardholder) the account holder nominates as a cardholder to whom we issue a card.

'ATM' means Automatic Teller Machine.

'**Available balance**' means the current balance less any unsettled transactions (including cheques deposited that have not yet been cleared or Business Debit Mastercard transactions pending authorisation) plus any credit limit you may have on your account for accounts with overdraft arrangements.

**'Banking Code**' means the Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time.

**'Business day**' means 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'** means each Business Debit Mastercard issued by us linked to an account an account holder holds with us.

**'Cardholder**' means each person who has been issued a card including a primary cardholder or an Additional cardholder.

**'Contactless terminal**' means an electronic banking terminal which can be used to make a contactless transaction.

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

**'Electronic banking terminal**' means any authorised terminal or device in which you can use your Card or Card and PIN. This includes:

- Westpac branch terminals in Australia;
- Westpac automatic teller machines in Australia;
- automatic teller machines of other selected financial institutions in Australia;
- automatic teller machines overseas bearing the Mastercard logo (Business Debit Mastercard only);
- automatic teller machines overseas bearing the Cirrus logo;
- electronic funds transfer at point of sale POS terminals;
- any other authorised terminal or device connected to the Bank's electronic banking system from time to time.

**'Electronic equipment'** includes electronic banking terminals, computers, televisions and telephones.

**'Full access card**' means a Business Debit Mastercard in respect of which the cardholder has full access to all features of each account to which the Business Debit Mastercard is linked.

'Limited access card' means a Business Debit Mastercard in respect of which the cardholder may only access the primary account to which the Business Debit Mastercard is linked in the manner set out in 'Use of the different types of Business Debit Mastercard' section of this document. **'PIN**' means the Personal Identification Number or word which has been selected by you, or which has been allocated to you by us, for use with your card via certain electronic equipment.

'POS' means point of sale.

**'Primary account**' means an account linked to a Business Debit Mastercard which can be accessed by using the 'credit' or 'Debit Mastercard' option at an ATM or POS terminal.

**'Primary cardholder**' means each account signatory to whom we issue a card.

**'Recurring Payment**' means a regular drawing, also known as a card recurring payment, from your account that you have authorised a third party to make (this includes a person, company or merchant) by quoting your 16-digit Debit Mastercard<sup>®</sup> or Handycard number.

**'Sanctioned Jurisdiction**' means a jurisdiction listed at <u>westpac.com.au/osaccess</u>

**'Small business**' has the meaning given to it in the Banking Code.

## What you can do with your card

A Business Debit Mastercard, can be used to get access to the account holder's funds at ATMs throughout Australia and overseas, and at outlets that have eftpos within Australia.

At various retail and service outlets cardholders have the convenience of paying for goods and services by presenting a Business Debit Mastercard. At some outlets cardholders can obtain cash directly from the account holder's account (known as 'cash out') by presenting a Full access Business Debit Mastercard. However, where the 'credit' or 'Debit Mastercard' option on the POS terminal is selected you cannot also get 'cash out'.

In addition, a Westpac Business Debit Mastercard can be used on the internet or over the phone to purchase goods and services, pay bills using BPAY® and at merchants with a contactless terminal. It also can be used to make purchases overseas wherever the Mastercard logo is displayed.

When a cardholder makes a transaction at an electronic banking terminal, the account holder authorises us to act on the instructions the cardholder enters into the terminal. When making a purchase at an electronic banking terminal the cardholder should ensure that the transaction amount is correct before they enter their PIN or otherwise use their card. By entering their PIN (or for some Westpac Business Debit Mastercard transactions when they sign a transaction voucher (where available) or hold their card in front of a contactless terminal) the cardholder indicates (on your behalf), your agreement that the transaction amount is correct.

The account holder may request any Full access Business Debit Mastercard to be

linked to up to two accounts. The primary account to which it is linked can be accessed by selecting the 'cheque' option or the 'credit' or 'Debit Mastercard' option at an electronic banking terminal. Any other account to which it is linked can be accessed by selecting the 'savings' option at an electronic banking terminal. Each linked account must be set up to allow each authorised signatory to act independently.

## **Issue of Business Debit Mastercard**

A Primary cardholder must be a signatory on the account.

In addition, the account holder may ask us to issue cards to persons they nominate as Additional cardholders. Additional cardholders may be issued with either a Full access card or a Limited access card.

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

Additionally, by authorising an account signatory, the account holder also authorises the account signatory to act on their behalf to make a replacement request for an existing card (relating to the account which the account signatory is authorised to operate) that is lost, damaged or stolen or for specific purpose card replacements (e.g. accessibility reasons) only.

The account holder must ensure that each cardholder is given a copy of these terms and conditions. The first time a cardholder signs a card or authorises a transaction on the account they automatically agree to these terms and conditions. If a cardholder does not agree with these terms and conditions, they should not sign the card or carry out the transaction. Instead, they must return the card to us (cut in half for the cardholder's and the account holder's protection).

# Use of the different types of Business Debit Mastercard

The table below sets out how each type of Westpac Business Debit Mastercard Cardholder can use their card.

Different ways of using your Westpac Business Debit Mastercard.	Full access card	Limited access card
At merchants in Australia or overseas - by selecting the 'credit' or 'Debit Mastercard' option (as displayed) and entering your PIN or signing the transaction slip (where available).	✓	<i>√</i>
At merchants in Australia – by holding your card against a contactless terminal and waiting for the transaction to be confirmed. There is no need to enter a PIN or sign purchases of \$100 or less.	✓ 	✓

Different ways of using your Westpac Business Debit Mastercard.	Full access card	Limited access card
At merchants overseas - by holding your card in front of a contactless terminal and waiting for the transaction to be confirmed. You may not need to enter a PIN or sign for small value transactions.	1	<i>√</i>
At merchants in Australia - by selecting the 'cheque'/'savings' option and entering your PIN.	1	<i>✓</i>
Over the phone – by quoting the Debit Mastercard number and expiry date.	1	<i>✓</i>
On the internet – by using the Debit Mastercard number and expiry date.	1	<i>√</i>
Withdraw cash at ATMs.	1	×

A default daily transaction limit of \$8,000 will apply to a Full access card when the card is used for the transaction types listed in the table below. At times, transactions may go through even if the transaction exceeds the limit, or the transaction will exceed the available funds in the linked account.

For example, when a transaction does not require our authorisation (including recurring payments), estimated, initial and subsequent authorisations (that will be adjusted once the final amount is processed or expires), when systems are unavailable, or when transaction vouchers are manually processed by a merchant.

#### A default daily cash withdrawal limit of \$1,000 applies to a Full access card. Some peer-to-peer withdrawals may be treated as a cash withdrawal.

A Full access Cardholder can view or change daily limits at any time using Online Banking or via the App. The daily transaction limit can be removed, and the daily cash withdrawal limit can be increased to \$2,000. If the Cardholder sets a higher limit, your liability for unauthorised transactions may increase. Daily transaction limit for Limited access card is set out by Account holder or Account signatory. See table below.

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

Transaction type	Full access card	Limited access card
<ul> <li>POS including Contactless transaction</li> <li>Online or over the phone</li> <li>Recurring payments</li> <li>Mail order</li> </ul>	\$8,000	As set by Account holder or Account signatory
<ul> <li>Cash withdrawals through ATM</li> <li>cash-out at a POS terminal</li> <li>Bank@Post withdrawal</li> </ul>	\$1,000	N/A
over-the-counter branch transactions	Limit does not apply	N/A

Daily transaction limits can be updated by the following:

	Full access card	Limited access card
Cardholder	Yes – Online Banking, via the App and by contacting us	No – request by Account holder or Account signatory
Account holder and Account signatory who is not the Cardholder	Yes – by contacting us	Yes – by contacting us

In deciding whether a limit needs to be increased or decreased, bear in mind that the higher the limit, the more funds will be able to be withdrawn through Electronic banking terminals by any unauthorised Person who may come into possession of a Card, or Card and PIN.

### Authorising Business Debit Mastercard transactions

When you use your Business Debit Mastercard<sup>®</sup> to make purchases by selecting the 'credit' or 'Debit Mastercard' option, you make a contactless or online transaction or you use your 16-digit card number to purchase goods or services processed through Mastercard, the 'credit' or 'Debit Mastercard' option applies to that transaction. This section applies to your use of your card when the 'credit' or 'Debit Mastercard' option is used to process the transaction.

## Do transactions have to be authorised?

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.

#### **Recurring payments.**

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

To cancel a Recurring payment, the cardholder or an account signatory must notify the merchant directly before the next payment is due. Depending on the terms of the authority, if the cancellation request is not made in time to cancel the next payment, the Account holder may still be liable for that payment. Please note, unlike Direct Debits, Westpac is unable to cancel a Recurring payment on behalf of the account holder. Until the cardholder or an account signatory cancels the 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 a request to cancel the authority, the account holder must provide Westpac with a copy of the correspondence with the merchant to enable Westpac to dispute the relevant transaction(s) on behalf of the account holder.

#### 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.

#### Delayed authorisations.

Business Debit Mastercard POS transactions that use the 'credit' or 'Debit Mastercard' option may take a number of days to be processed and debited to the 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 current balance may be greater than the available balance. Please consider this whenever reconciling the 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.

If a cardholder uses a card to purchase fuel at a petrol station by swiping their 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 the cardholder presses the 'cheque' or 'savings' button at the fuel pump.

### Rules about your Business Debit Mastercard

#### Overdrawing the accounts.

Using the 'credit' or 'Debit Mastercard' option at an electronic banking terminal gives access to the available funds and does not provide any credit in respect of the account.

There is no agreed credit limit for your Business Debit Mastercard. However, it may be possible to overdraw the account. If you do overdraw the account we may charge interest on any overdrawn amount.

Should use of your Business Debit Mastercard result in the account becoming overdrawn, please refer to Deposit Accounts for Business Customers Terms and Conditions.

#### Cards and PINs.

Cards will be mailed to you after the account is opened. Cards will be issued up to 10 business days after an application is processed provided you meet the eligibility criteria (including identification requirements). A card is valid only if it has been signed by the cardholder and is used during the validity period shown on the card. Each cardholder must destroy any card that is no longer valid by immediately cutting it into several pieces and disposing of them securely.

A cardholder's PIN may be a four-digit number allocated to them by us, or it may be a four to six-digit number or word that they have personally selected. A cardholder has the option of changing their PIN to one of their own choice at any time (including where a record of the PIN has been lost or stolen).

Visit <u>westpac.com.au</u> to find out how. A PIN is effectively an electronic signature that cannot be forged and therefore is much more secure than a written signature.

If a cardholder is travelling overseas they will need to have a four-digit PIN, as not all countries have the same ATM system and many overseas ATMs don't permit entry of a PIN as a word.

For information on liability for Business Debit Mastercard and Business Handycard usage and PIN protection please refer to 'Protecting cards and PINs' section in this document.

#### Card validity and expiry.

When cardholders receive their card, for security reasons, they must sign it immediately. It should only be used within the 'valid from' and 'valid thru' until the expiry date. As soon as a card expires, the account holder must ensure that each cardholder destroys it by cutting it into several pieces and disposing of it securely.

#### Card cancellation.

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

Once a cardholder is notified of the cancellation, they must not use their card. They must destroy it by immediately cutting it into several pieces and disposing of it securely.

You, or any authorised User in Online Banking may cancel a Card linked to an eligible account at any time, via Online Banking.

You can also cancel any Card by calling us on 132 142 or by returning the Card to us.

For security reasons, we recommend that you or the person requesting the Card cancellation advise the cardholder to destroy the physical Card upon confirmation of the cancellation.

If you close your accounts or where the card has been cancelled, you (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, internet, telephone and standing order transactions which have not been cancelled prior to termination.

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

#### Card re-issue.

We may issue a new card at any time. We may not re-issue a card to you in circumstances where it is reasonable for us not to and to meet our regulatory obligations.

## Withdrawals at branches and other financial institutions.

The minimum withdrawal amount may vary between financial institutions. Before a cash withdrawal is processed in Australia a cardholder may be required to provide a second form of identification, such as a passport or driver's licence. Overseas, a passport will be required for Business Debit Mastercards only.

#### All cards remain our property.

All cards remain our property and the account holder and each cardholder are required to return the card to us on:

- our request;
- cancellation of a card;
- closure of all of the accounts which are linked to your card;
- termination of the account holder's authority to operate all accounts which are previously linked to the cards.

If all the accounts linked to the Business Debit Mastercard are closed, the cards will be automatically cancelled.

#### Overseas transactions.

Customers can access their funds in their linked account at any international ATM where the Mastercard logo is displayed, by using their Business Debit Mastercard and PIN.

At overseas ATMs a cardholder cannot use their Business Debit Mastercard to make deposits or transfer funds between accounts linked to a Business Debit Mastercard. To access funds from your default account at overseas ATMs, select the 'credit' option.

Transaction fees apply to the use of ATMs overseas (except for ATMs participating in the Global Alliance, where the 'savings', 'cheque' or 'debit' options are pressed). Foreign currency conversion fees apply to all overseas transactions. If the amount of the transaction is more than the available balance, the transaction may be rejected and no fees will be charged.

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. Levies or fees are charged by both Mastercard Worldwide and us during the conversion process. Please refer to the Deposit Account for Business Customers Terms and Conditions.

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

#### 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, within 30 days after the date of the statement on which the transaction is recorded. Otherwise any chargeback right we have may be lost.

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

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

#### Fraud Detection System.

We may block or place a stop on a card if any account the card is linked to is transacted on in such a way that we suspect fraudulent use of a card.

Whether you are purchasing goods or services online, by phone or pressing the 'credit' or 'Debit Mastercard' option on a POS terminal or holding your card in front of a contactless terminal, the fraud detection system will help to protect your Westpac Business Debit Mastercard from fraudulent transactions 24 hours a day, 7 days a week. The fraud detection software monitors your usual card spending and can detect unusual spending patterns of transactions. If the system identifies a transaction as being suspicious, Westpac will contact the account holder to confirm if the transaction was theirs.

## What to do to dispute a Business Debit Mastercard transaction.

If an account holder needs to dispute a transaction on a Business Debit Mastercard. the account holder must do so in writing within the timeframe stipulated by the Mastercard scheme rules, which is 90 days from the date of the transaction. If the account holder does not dispute the transaction within this timeframe, their ability to obtain a refund may be limited under the scheme rules. However, to avoid the possibility of the dispute being adversely impacted by administrative delays in the disputes process, we recommend that the account holder lodge their dispute within 60 days of the transaction date. Please note that this time limitation does not apply to transactions made using a card and PIN.

Statements.

Cardholders should keep all voucher and transaction records given to them when using a card.

The account holder can use these to verify the transactions on the account.

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

We will be responsible to the account holder for any loss which occurs because an electronic banking terminal accepts a cardholder's instructions but fails to carry out the transaction requested.

If a cardholder is aware or should have reasonably been 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.

We will not be responsible if an electronic banking terminal does not accept a cardholder's instructions or a card fails to work in the terminal.

## **Protecting cards and PINs**

#### Protecting cards.

To protect a card each cardholder must:

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

### Card and PIN.

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

For example, a cardholder must not keep a card and undisguised PIN together:

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

### Protecting a PIN.

To protect the PIN the account holder and each cardholder must:

- try to memorise it;
- destroy our letter advising the PIN (if applicable);
- not write the PIN on the card, even if it is disguised;
- not keep a record of the PIN with or near the card;
- not tell anyone the PIN, including family members, and friends;
- if the account holder or a cardholder selects their own PIN, not select a number or word that can be easily guessed, such as part of the data imprinted on the card, a previously selected PIN, consecutive numbers, one number repeated or numbers which form a pattern, or that can easily be associated with them, such as date of birth, part of your

name, telephone number, driver's licence number and so forth;

- make sure that nobody watches when the PIN is entered at electronic banking terminals;
- never enter the 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 they approach an ATM or POS terminal;
- make sure that they do not leave anything behind when they complete a transaction including leaving the card unattended in or at an ATM;
- notify us immediately if the PIN mailer has not been received intact, or if a PIN change has taken place without being requested.

If a cardholder makes a record of their PIN they must either take reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised. We do not consider that they have made a reasonable attempt to disguise a PIN if they only:

- record it in reverse order;
- record it as a series of numbers with any of them marked to indicate the PIN;
- record the PIN as a telephone number with the PIN in its correct sequence anywhere within the telephone number;
- record the PIN as a telephone number where no other telephone numbers are recorded;
- disguise the PIN 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 the PIN.

#### Loss or theft of a card or PIN.

A cardholder must immediately notify us if their card or PIN record is lost or stolen, or they suspect that unauthorised transactions have been made on any account. This will enable us to put a stop on the card straight away preventing or minimising losses resulting from unauthorised transactions and your potential liability for such losses (see "When the account holder is liable" below). The best way to contact us is by visiting a Westpac branch or calling our Cards Customer Service Call Centre on:

\$\cong 1300 651 089\$ if calling within Australia;
 \$\cong 12 9155 7700\$ if calling from overseas.

If a Business Debit Mastercard is lost overseas the cardholder may report the loss to:

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

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

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

If a cardholder can't contact us by phone because our emergency telephone numbers are not available, the account holder will not be responsible for unauthorised use of the card which could have been prevented if the cardholder were able to contact us by phone.

The cardholder must, however, tell us of the loss or theft of the card within a reasonable time from the re-establishment of our telephone reporting facilities.

#### 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 cardholder has not contributed to the loss.

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

(for a transaction that requires the use of a card and/or PIN)

- are caused by the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of merchants (ie. 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 the card and/or PIN and happen before the cardholder receives their card and/or PIN (including a replacement or reissued card or PIN). For the avoidance of doubt, receiving a PIN includes setting a PIN for the first time when a card is first issued; or
- happen after we have been notified that a card has been misused, lost or stolen or that the security of any PIN has been breached; or
- happen after you have requested us to cancel a card and have either returned the card to us, or taken all reasonable steps to have the card returned to us (see "Card cancellation"); or
- are made with a card 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.

#### When the account holder is liable.

The account holder is liable to the Bank for:

- any non-observance of these terms and conditions by any cardholder; and
- use of a card or any transaction arising out of use of a card by any cardholder or by another person with the cardholder's knowledge and consent.

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

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

- unreasonably delaying notifications of their misuse, loss or theft of their card, their PIN becoming known to someone else; or
- engaging in fraud; or
- voluntarily disclosing their PIN to anyone, including a family member or friend; or
- keeping a record of a PIN:
  - 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; or
- writing their PIN or a disguised record of their PIN on their card; or
- selecting a PIN 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 PIN and told them of the consequences of doing so; or
- acting with extreme carelessness in failing to protect their PIN.

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 or any account(s) which are linked to the card; or
- that portion of the losses incurred which exceed the balance of the account(s), including any pre-arranged credit.

#### When limited liability applies.

The account holder will only be liable for losses resulting from unauthorised transactions to a limited extent, in circumstances where 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 linked 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 PIN.

## **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.

#### You can contact us:

C Please call us from anywhere in Australia on 132 032

If you are overseas, please call +61 2 9155 7700

- You can write to us at: Westpac Customer Solutions Reply Paid 5265, Sydney NSW 2001
- If you prefer to tell us in person, go to our website to locate your nearest branch.

 Email us at westpaccustomersolutions @westpac.com.au

For further information, visit:

westpac.com.au and search 'Feedback and Complaints'

#### 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).

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
Email:	info@afca.org.au
Phone:	1800 931 678 (free call)
Mail:	Australian Financial Complaints
	Authority
	GPO Box 3
	Melbourne VIC 3001

## **Changes to terms and conditions**

We may change these terms and conditions at any time.

We will always let you know in writing if we intend to:

- introduce any new fee that applies to the account holder; or
- increase fees relating solely to use of a card and PIN in an electronic banking terminal or to issuing an additional or replacement card or PIN; or
- increase the account holder's liability for losses relating to electronic funds transfer transactions; or
- impose, remove or adjust transaction limits which apply to the use of a card, an account or electronic banking terminals.

In the event of the above types of changes, a notice will be sent to the account holder's address shown on our records at least 30 days before the change comes into effect. However, such notice will not be given where the account holder cannot reasonably be located.

We will notify the account holder of other changes to these terms and conditions by placing a notice in a major newspaper or by writing to the account holder as soon as reasonably possible (which may be before or after the change is made) or, if we believe the change is unfavourable to you, at least 30 days before the change comes into effect.

However, advance notice may not be given when a change is necessitated by an immediate need to restore or maintain the security of our systems or of individual accounts. We may also give you a shorter notice period (or no notice) where it's reasonable for us to manage a material and immediate risk. Provided the account holder has agreed to us doing so, we may notify the account holder of any of the above types of changes either by:

- (a) electronic communication to a device, electronic equipment or electronic address nominated by the account holder; or
- (b) making particulars of such changes available at our website and sending to your nominated electronic address a notification that the changes can be retrieved from

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The account holder may, at any business time, vary the device, electronic equipment or electronic address you have nominated or terminate your agreement to us notifying the account holder by either or both of the above electronic communication methods.

## **Communication with you**

From time to time, members of the Westpac Group may contact you with or send you information about other Westpac products and services that we feel might be of relevance or benefit.

Although we encourage you to receive this information, it is not compulsory. If you do not wish to receive it, please advise us in one of these four ways:

- **C** Group Telephone Banking on 132 142
- ↑ GPO Box 3433, Sydney NSW 2001
- Visit us in branch
- L Talk to your Relationship Manager

You don't need to do this if you have already told us you do not want to receive this sort of information.

# 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. Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) in connection with your account.

You provide Westpac the following undertakings and indemnify Westpac 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; and

• the underlying activity for which Westpac Business Debit Mastercard is being provided does not breach any Australian law or sanctions (or the law or sanctions of any country).

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.

## **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.



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.

Things you should know: The information in this brochure is current as at 18 March 2024. BPAY View\* and BPAY\* are registered to BPAY Pty Ltd ABN 69 079 137 518. Mastercard is a registered trademark of Mastercard International Incorporated.

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