

Westpac Debit MasterCard®

# Terms and Conditions for Personal Customers

Effective 8 February 2010



## **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 Street, Sydney NSW 2000

Australian Financial Services Licence Number 233714.

## **Postal Address**

GPO Box 3433

Sydney, NSW, 2001

## **Cardholder enquiries**

Cards Customer Service Call Centre

Australia 1300 651 089

Overseas +61 3 6345 1058

## **Lost or stolen cards, suspected unauthorised transactions or divulged PINs**

Cards lost in Australia or overseas can be promptly reported via the following numbers:

Australia 1300 651 089

Overseas +61 3 6345 1058

Your PIN can be easily and quickly replaced during banking hours by visiting any one of our branches in Australia (subject to verification of your identity).

Emergency telephone numbers are displayed on, or within the immediate vicinity of all Westpac ATMs in Australia.

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## **Introduction**

This booklet sets out the Terms and Conditions of the Westpac Debit MasterCard®. It governs the operation and use of the Westpac Debit MasterCard®. It is important that you read and understand this document. Please contact Westpac if you do not understand, or are unsure about any aspect of the Terms and Conditions.

For terms and conditions relating to the linked Consumer Deposit Account/s that you use in conjunction with your Westpac Debit MasterCard® please refer to the **Deposit Accounts For Personal Customers Terms and Conditions** available online at [www.westpac.com.au](http://www.westpac.com.au), at any Westpac branch Australia wide or by calling Telephone Banking on 132 032.

## **Changes to terms and conditions**

We may change the terms and conditions that apply to:

1. your account access channels (e.g. Debit MasterCard®, Telephone Banking and Internet Banking access etc.); or
2. 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 restore or maintain the security of our systems or of individual accounts.

We may notify you of changes as set out in the following table:

<b>Type of change</b>	<b>Time frame</b>	<b>Method of notification</b>
New fee or increase to an existing fee	30 days in advance	In writing, electronically or through media advertisement
New fees or increase in fees covering use of account access methods, and for additional or replacement access methods	30 days in advance	In writing or electronically
Changes affecting your liability for electronic transactions	20 days in advance	In writing or electronically
Transaction limits on account access	20 days in advance	In writing or electronically
Government charges	In advance of the change, or as soon as practicable afterwards, 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	In advance of the date of the change	In writing, electronically or through media advertisement

By “electronically”, we mean by:

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

## Definitions

The following definitions apply throughout this document, unless otherwise stated.

**'Access method'** means the combined use of any one or more of the following components by a user to make electronic funds transfer transactions to or from an account using electronic equipment: card, card number, account number, customer number, PIN, Telephone Banking access code or Internet Banking password.

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

**'account'/'deposit account'** means any Westpac transaction or savings account which can be operated by a card, and which you have nominated for use in this way.

**'ATM'** means Automatic Teller Machine.

**'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<sup>®</sup> transactions pending authorisation) plus any credit limit you may have on your account for accounts with overdraft arrangements.

**'Bank'/'The Bank'** means Westpac Banking Corporation.

**'bank'/'other bank'/'another bank'** means any bank or financial institution which is not part of the Westpac Group.

**'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 is not classified as a business day even though branches may be open for business.

**'card'** means the Westpac Debit MasterCard issued to you by Westpac for use on your linked personal deposit account.

**'Code'** means a PIN, Telephone Banking access code, Internet 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.

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

**'Direct Debit'** means a regular drawing from your account that you have authorised a third party to make (this includes a person, company or merchant) by quoting your branch number (BSB) and account number.

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

**'Non-Westpac Group branded ATM'** is any ATM which is not branded Westpac or St.George or BankSA.

**'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.

**'recurring transaction'** means a regular drawing from your account that you have authorised a third party to make (this includes a person, company or merchant) by quoting your 16-digit Westpac Debit MasterCard number.

**'User'** is either the account holder or a person authorised by both the Bank and the account holder to use an access method to make electronic funds transfer transactions on the account.

**'Westpac Group branded ATM'** is any ATM which is branded Westpac or St.George or BankSA.

**'Westpac Foreign Transaction Fee'** means the charging of both the Westpac On-Charged Scheme Fee plus the Westpac Processing Fee (where applicable).

**'Westpac On-Charged Scheme Fee'** means a fee charged by MasterCard® Worldwide when processing foreign currency transactions which we pass on to you. The amount varies depending on the nature of the transaction.

**'Westpac Processing Fee'** means a fee charged to you by Westpac where a transaction is made in foreign currency.

## **Fees and Charges**

### **Bank Fees and Charges**

Westpac reserves the right to charge the account linked to your Westpac Debit MasterCard® with fees and charges for the provision and operation of your account. Current information on fees and charges is available to you at any time, just ask us.

The fees and charges applicable to your account are set out in the terms and conditions applying to your account available online at [www.westpac.com.au](http://www.westpac.com.au), at any Westpac branch Australia wide or by calling Telephone Banking on 132 032.

### **Westpac Debit MasterCard® Fees and Charges**

#### **Domestic ATM Transactions**

<b>Westpac Group branded ATM balance enquiry</b>	<b>\$0</b>
<b>Non-Westpac Group branded ATM balance enquiry<sup>3</sup></b>	<b>\$0</b>
<b>Non-Westpac Group branded ATM cash withdrawal<sup>3</sup></b>	<b>\$0</b>

#### **Overseas Electronic/Staff Assisted Transactions<sup>1</sup>**

<b>Overseas ATM Balance Enquiry</b>	<b>\$0</b>
<b>Overseas ATM cash withdrawal from ATMs participating in the Global ATM Alliance<sup>2</sup></b>	<b>\$0</b>
<b>Overseas ATM cash withdrawal</b>	<b>\$5</b>
<b>Overseas Branch cash withdrawal</b>	<b>\$5</b>

#### **Westpac Foreign Transaction Fee**

The Westpac Foreign Transaction fee is payable and will be incorporated into the \$AUD transaction amount shown on your statement. The fee charged will be dependent on the nature of the transaction as follows:

1. 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);
2. 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%); or

## When do fees get charged to my account?

Fees for overseas ATMs (Cirrus) and non-Westpac Group branded ATMs<sup>3</sup> are debited to your account on the day (or the next business day) that the cash withdrawal or balance enquiry is made.

All transactions you make using your Debit MasterCard® (including transactions using the 'credit' button on an EFTPOS terminal) will be counted towards the free monthly transaction allowance/limit that may apply to the default deposit account linked to your card.

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1. Some overseas banks may also apply a surcharge to withdrawals from their ATMs. This should be drawn to your attention before you proceed with your transaction. This surcharge amount will be added to your withdrawal amount, converted to Australian dollars and debited to your account as one transaction.
  2. Details of how to access your accounts via an ATM whilst overseas, and of the participating institutions in the Global ATM Alliance are available in the '**A banking guide for overseas travel**' brochure. Visit your local branch, call Telephone Banking on 132 032 for further details or log on to [www.westpac.com.au](http://www.westpac.com.au).
  3. Non-Westpac Group branded ATMs apply an ATM operator fee by the ATM Owner, which is disclosed at the time of the transaction on the ATM screen. This fee will be debited on the day (or next business day) of the transaction and itemised separately on your statement.

# **A guide to using your Debit MasterCard®**

## **Getting Started**

You may link your Westpac Debit MasterCard® to any one of the following Consumer deposit accounts:

- Westpac Choice
- Westpac Choice eAccount
- Classic Plus
- Basic
- Deeming
- Westpac Reward Saver
- Westpac Cash Manager
- Westpac One (No longer available for sale)
- Westpac One Premium (No longer available for sale)
- Westpac One Basic (No longer available for sale)
- Classic (No longer available for sale)
- Cash Management (No longer available for sale)
- Cash Management Investor Option (No longer available for sale)
- Bonus Saver (No longer available for sale)

Customers must be over 18 years of age and have an Australian residential address to be eligible for the card.

## **Default Accounts**

A maximum of two eligible deposit accounts can be linked to a Debit MasterCard. When you apply for a Debit MasterCard you must select a default account. If you choose to close your default account and do not have a secondary account linked, your Debit MasterCard will be automatically cancelled.

## **Third Party Access**

### **(available for Victorian customers only)**

The account holder 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 electronic methods of access such as Telephone Banking, Debit MasterCard®, ATM and EFTPOS;
- overdraw the account(s) to any approved limit;
- establish recurring payments (on Debit MasterCard® by Victorian customers only);
- instruct us to cancel the third party authority.

If the authority relates to a Debit MasterCard® (where held by Victorian customers only):

- Westpac may issue an additional Westpac Debit MasterCard® to any person nominated by the account holder, provided that each person is over the age of 18 years;
- the account holder is responsible to Westpac for the use by a third party cardholder of their Debit MasterCard®.

The account holder will be liable for any transactions made by the third party and any associated fees and charges.

(For further information please refer to 'Security and liability for Debit MasterCard®, Telephone Banking and Internet Banking usage' section.)

The account holder can cancel a third party authority at any time by visiting any branch. After cancellation, the account holder 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.

### **Accessing your account**

You can use your Debit MasterCard® to purchase goods or services from merchants in the following ways:

- at merchants in Australia or overseas – by pressing the 'credit' button and signing the transaction slip or entering your PIN;
- at merchants in Australia – by pressing the 'cheque'/'savings' button and entering your PIN;
- over the phone – by quoting the Debit MasterCard® number and expiry date on the front of your card;
- on the internet – by using the Debit MasterCard® number and expiry date on the front of your card;
- withdraw cash at ATMs by pressing the 'credit' button (if applicable) and entering your PIN;
- withdraw cash at ATMs – by pressing the 'cheque'/'savings' button (if applicable) and entering your PIN.

Some merchants may apply a surcharge to purchases made by pressing the 'credit' button. This should be drawn to your attention before you proceed with the transaction. This surcharge amount will be added to your purchase amount and debited from your account as one transaction.

### **What you can do at Westpac branded ATMs**

- Withdraw cash 24 hours a day, 7 days a week.\*
- Obtain a mini-statement.
- Deposit cash and cheques.\*
- Transfer money between linked accounts.
- Get account balances and balance summaries.
- Purchase selected vouchers.\*

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\*At some ATMs.

## What can you do at St.George/BankSA branded ATMs

- Withdraw cash 24hours a day, 7 days a week<sup>1</sup>
- Get account balances

**Westpac ATM**

 **st.george**



ATMs are located wherever you see the above symbols.

Access to your accounts is also available through non-Westpac group branded ATMs<sup>2</sup> (including overseas bank ATMs via the MasterCard ATM network) which allow you to obtain account balances or withdraw funds. Please note that an additional maximum daily cash withdrawal limit may apply at non-Westpac group ATMs. Other restrictions may also apply.

## **EFTPOS (Electronic Funds Transfer at Point of Sale)**

Using your Debit MasterCard<sup>®</sup> and EFTPOS, 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 give out cash).

## What can you do with EFTPOS

- Make purchases worldwide without cash.
- Withdraw cash at the same time from your savings or cheque account.
- Get a printed receipt.
- Wide network of acceptance.
- Have the choice of account (linked accounts only).

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<sup>®</sup>. Please note that for Debit MasterCard<sup>®</sup> where you select the 'credit' button on the EFTPOS terminal you cannot get 'cash out'.

The Bank's cards are accepted at any EFTPOS location in Australia. When you make a transaction at an ATM or EFTPOS terminal, you authorise us to act on the instructions you enter into the terminal. When purchasing using EFTPOS you should ensure that the transaction amount is correct before you sign a transaction voucher. By signing the transaction voucher, you indicate your agreement that the transaction amount is correct.

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1. At some ATMs.
  2. Non-Westpac Group branded ATMs apply an ATM operator fee by the ATM Owner, which is disclosed at the time of the transaction on the ATM screen. This fee will be debited on the day (or next business day) of the transaction and itemised separately on your statement.

## **Falcon™ Fraud Detection System**

Whether you are purchasing goods or services online, by phone or pressing 'credit' via an EFTPOS terminal, Falcon fraud detection will help to protect your Westpac Debit MasterCard® from fraudulent transactions 24 hours a day, 7 days a week. Falcon™ software monitors your usual card spending and can detect unusual spending patterns or transactions. If Falcon™ identifies a transaction as being suspicious, Westpac will contact you to confirm if the transaction was yours.

## **Westpac Debit MasterCard® acceptance**

- A Westpac Debit MasterCard® may be honoured by financial institutions and merchants displaying the MasterCard® symbol and is accepted at ATMs worldwide. However, Westpac Debit MasterCard® promotional material displayed on any site should not be taken as a guarantee by the merchant, financial institution or any person carrying on business there that all goods and services available at those premises may be purchased with this card. Where the particular merchant, financial institution or other person in Australia carrying on business does not accept MasterCard®, they may still allow you to purchase goods or services with your Westpac Debit MasterCard® if you select the 'savings' and 'cheque' button at an EFTPOS terminal.
- Unless required to do so by law Westpac does not accept any liability:
  - (a) for goods or services purchased with a Westpac Debit MasterCard®; and
  - (b) for any financial institution or merchant displaying a MasterCard® symbol refusing to accept or honour a Westpac Debit MasterCard®;
- The price the merchant charges for goods and services purchased with a Westpac Debit MasterCard® may vary from the price a merchant charges for the same goods and services purchased with cash.
- Any complaints about goods or services purchased with a Westpac Debit MasterCard® must be resolved directly with the merchant concerned.

## **Authorising Debit MasterCard® transactions**

Generally, all transactions will need to be authorised by us before they can proceed. For example, if you use your Debit MasterCard® and push the 'credit' button for an EFTPOS purchase or you use your 16-digit card number to purchase goods or services. Prior to any transaction being completed, the merchant or other person involved in the transaction may obtain an authorisation for the transaction.

The purpose of this authorisation is to confirm that there are sufficient funds available in the default deposit account for the transaction. This authorisation may be completed for a transaction that occurs at a later time such as hotel accommodation, car hire and unmanned petrol stations.

### **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 not able 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 to be reduced until the authorisation is cleared.

### **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.

When the goods and services have been supplied the merchant may request a subsequent authorisation for the actual costs. This may have the effect of reducing your balance further by the sum of two authorisation amounts.

### **Delayed authorisations**

Debit MasterCard® EFTPOS transactions that use the 'credit' button may take some weeks to be processed and debited to your account. 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.

If you use your card to purchase fuel and/or other goods or services at a petrol station by swiping your card at a fuel pump EFTPOS facility and selecting the 'CREDIT' button, an authorisation for the amount of sixty dollars (\$60) will be processed to your account to cover the anticipated amount of the purchase. If the subsequent purchase amount is less than fifty four dollars (\$54) or greater than sixty six dollars (\$66), the sixty dollar authorisation will remain until the authorisation is cleared. This will temporarily reduce the amount of available funds in that account. This authorisation process will not occur if you press the 'CHEQUE' or 'SAVINGS' button at the fuel pump, or where the card is used to pay for purchases inside the petrol station.

### **Reversing a transaction**

Where you have authorised another person or company (merchant) to transact on the account by providing your Westpac Debit MasterCard® number or used your card to make a purchase at an EFTPOS terminal by selecting the 'credit' button, you may be entitled to reverse (chargeback) the transaction where you have a dispute with the merchant. For example, you may be entitled to reverse a transaction where the merchant has not provided you with the goods or services you paid for.

Please note, Westpac is not able to reverse (chargeback):

- Direct Debit transactions set up using your default deposit account number and branch number (BSB); or
- transactions at EFTPOS terminals when you have selected the 'cheque'/'savings' button.

You must notify Westpac if you believe you are entitled to reverse a transaction. If Westpac is satisfied after investigation that you are entitled to reverse a transaction, it will credit your account for the amount initially debited for the transaction.

## **Disputed transactions**

If you need to dispute a transaction on your Westpac Debit MasterCard®, you 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 you do not dispute the transaction within this timeframe, your ability to obtain a refund may be limited under the scheme rules. However, to avoid the possibility of your dispute being adversely impacted by administrative delays in the disputes process, we recommend that you lodge your 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**

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

## **Your Card**

### **Card validity and expiry**

When cardholders receive their Westpac Debit MasterCard®, for security reasons, they must sign it immediately. It should only be used within the 'valid from' and 'valid thru' dates. As soon as a card expires, ensure that you destroy it, by cutting it into several pieces and disposing of them securely.

### **Daily withdrawal limit**

A maximum daily transaction limit of \$1,000 applies to your card. This can be increased to a daily limit of up to \$2,000 or decreased to \$500, \$300 or \$200 at your request.

Your daily transaction limit can be used for:

- cash withdrawals through ATMs debited to any account;
- transactions through EFTPOS terminals debited to your transaction and/or savings accounts.

The maximum daily transaction limit does not apply:

- at branch terminals;
- to any transaction made through an EFTPOS terminal when the cardholder selects the 'credit' button on the terminal;
- to vouchers manually processed by a MasterCard® merchant.

You will be advised of the maximum daily transaction limit when the card is issued to you, and you will subsequently be advised of any changes we make to the limit. You can change your limit by calling Telephone Banking or visiting a branch.

In deciding whether you may require the standard daily limit to be increased or decreased, bear in mind that the higher the limit, the more funds will be able to be withdrawn via ATMs and EFTPOS by any unauthorised person who may come into possession of your card and PIN. In this regard, refer to 'Liability for unauthorised transactions' located in this booklet.

### **Card cancellation**

The Bank may cancel any card at any time, without prior notice.

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 may contact us to cancel your card at any time by calling our Cards Customer Call Centre 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; and
- made using the card number for mail, internet, 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.

### **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 reserve the right not to re-issue a card.

### **Withdrawals at branches and other financial institutions**

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. Overseas a passport will be required.

## **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 were previously linked to your card;
- if the account(s) linked to the Debit MasterCard is closed, the card will be automatically cancelled.

## **Overseas transactions**

Customers can access their funds in their linked default account at any international ATM or EFTPOS terminal where the MasterCard logo is displayed, by using their Debit MasterCard and PIN.

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

Transaction fees apply for the use of ATMs overseas (except for ATMs participating in the Global Alliance). Westpac Foreign Transaction Fees apply to all overseas ATM and EFTPOS transactions. If the amount of the transaction is more than your available balance, the transaction may be rejected and no fees will be charged.

Fees charged to Westpac by MasterCard® Worldwide during the conversion process are passed on to you by us and incorporated in the Westpac Foreign Transaction Fee. Please refer to the "Fees and Charges" section of this booklet for further details.

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.

Transactions made outside Australia which are converted with your agreement into Australian dollars by the merchant or financial institution at the point of transaction using exchange rates selected by them are subject to a Westpac Foreign Transaction Fee.

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 or a purchase with your Debit MasterCard you agree that information regarding the transaction may be processed outside Australia.

## **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.

The Bank may, at any time, 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 and PIN.

### **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 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.

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

## **Security and liability for Debit MasterCard<sup>®</sup>, Telephone Banking and Internet Banking usage**

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

### **Your PIN**

A Debit MasterCard<sup>®</sup> and your PIN will be mailed to you separately.

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) by visiting any Westpac branch.

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.

### **Protecting your Card, your PIN and other codes**

#### **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.

#### **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.

## 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;
- your Telephone Banking 3-digit access code will be requested by Telephone Banking staff to confirm your identity. You should only reveal this number to Westpac Telephone Banking employees;
- 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 EFTPOS 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.

Please note: Liability for losses resulting from unauthorised transactions is determined under the relevant provisions of the Electronic Funds Transfer Code of Conduct, notwithstanding the obligations listed above.

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

You must immediately notify us if your card or PIN record is lost or stolen, 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 (refer to the section of this booklet ‘**Liability for unauthorised transactions**’). The best way to contact us is by visiting a Westpac branch or calling our Cards Customer Service Call Centre on:

- 1300 651 089 if you are calling within Australia;
- +61 3 6345 1058 if you are calling from overseas.

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.

Where a card is lost overseas, the customer is responsible for the cost of a courier to send a replacement card.

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 which could have been prevented if you were able to contact us by phone. You must, however, tell us of the loss or theft of your card within a reasonable time from the re-establishment of our telephone reporting facilities.

## **Liability for unauthorised transactions**

### **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 (ie. providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees; or
- happen before the user receives their card or receives or selects their code(s), including a replacement or reissued card or code; or
- happen after we have been notified that a card has been misused, lost or stolen or that the security of any code 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; or
- are made with a card or with any other component of an access method 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 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:
  - 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
- 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 or a disguised record of their PIN on their card; 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
- 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 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 access method;
- 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 access method.

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.

### **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).

For details on how to notify the Bank about the loss or theft of your card, please refer to '**Loss or theft of a card or PIN**'.

## **Overdrawing your accounts**

Using the 'credit' button at ATM or at EFTPOS terminals when you use your Debit MasterCard® to make withdrawals or purchases gives you access to the funds available in your account and does not provide you with any credit in respect of the account.

There is no agreed credit limit for your Debit MasterCard®. However, it may be possible to overdraw your account.

If you do overdraw your account we may charge you interest on any overdrawn amount.

Should use of your Debit MasterCard® result in your account becoming overdrawn, please refer to 'Overdrawing your accounts' in the terms and conditions applying to your account.

## **General Matters**

### **What to do if you have a problem or dispute**

#### **Getting your complaint heard**

Sometimes you may want to talk about problems you are having with us. Fixing these problems is very important to us.

We've put in place ways of dealing with your issues quickly and fairly.

#### **Please talk to us first**

We aim to resolve your complaint at your first point of contact. This is our 'Ask Once' promise. So please raise your complaint with any of the people handling your banking.

You can contact us 24 hours a day, 7 days a week from anywhere in Australia, by:

**Telephone:** 1300 130 467

**E-mail:** Go to our website, [www.westpac.com.au](http://www.westpac.com.au) and click on 'Contact Us'.

**Fax:** (02) 9220 4177

**Mail:** GPO Box 5265, Sydney NSW 2001.

## **Contact our National Customer Relations Unit**

If we can't resolve your complaint at your first point of contact with us, we will escalate it to our National Customer Relations Unit.

You can also contact our National Customer Relations Unit:

**Telephone:** 1300 130 206

**E-mail:** Go to our website, [www.westpac.com.au](http://www.westpac.com.au) and click on 'Contact us' and then click on 'Complaints and Compliments'.

**Fax:** (02) 9220 4177

**Mail:** NCRU, GPO Box 5265, Sydney NSW 2001.

## **What to do if you are still unhappy**

If we haven't been able to deal with your issues to your satisfaction, there are a number of other bodies you can go to. One of these is the Financial Ombudsman Service (FOS). The FOS deals with complaints about banks and their related companies. Their contact details are:

Financial Ombudsman Service

GPO Box 3, Melbourne VIC 3001

Telephone: 1300 780 808

Fax: (03) 9613 7345

Internet: [www.fos.org.au](http://www.fos.org.au)

## **What happens if your details change?**

If your address or other relevant details change, please notify us as soon as possible.

This can be done easily by calling Telephone Banking, Internet Banking or at any branch or In-store.

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

Please note that unless you have given us adequate prior notification of account changes, unfortunately we cannot be held responsible for any resulting errors or losses.

## **Privacy and confidentiality**

Westpac's Privacy Policy explains our commitment to the protection of your personal information. You may obtain a copy of our Privacy Policy by:

- calling Telephone Banking on 132 032
- asking at any of our branches
- visiting our website at [www.westpac.com.au](http://www.westpac.com.au)

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.

## **The Code of Banking Practice**

This is a self-regulatory Code adopted by us and other banks. Its purpose is to set standards of good banking practice for banks to follow when dealing with persons who are, or who may become, their individual and small business customers and their guarantors. We actively comply with the Code.

Each relevant provision of the Code applies to the banking products and services described in this booklet. The general descriptive information referred to in clauses 13.1 and 13.2 of the Code is set out in the terms and conditions applying to your account. This includes information about:

- account opening procedures;
- our obligations regarding the confidentiality of your information;
- complaint handling procedures;
- bank cheques;
- the advisability of you informing us promptly when you are in financial difficulty; and
- the advisability of you reading the terms and conditions applying to the relevant banking service.

## **The Electronic Funds Transfer Code of Conduct**

The Electronic Funds Transfer Code of Conduct governs all electronic funds transfer transactions to or from your account, which are initiated by you through electronic equipment using an access method. For example, using your credit card or debit card at ATMs and through EFTPOS. It also includes Telephone Banking and Internet Banking access methods. We will actively comply with this Code.

## **Anti-Money Laundering and Counter-Terrorism Financing Obligations**

Please be advised that in order for us to meet our regulatory and compliance obligations we will be increasing the levels of control and monitoring we perform.

You should be aware that:

- transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of any other country). Where transactions are delayed, blocked, frozen or refused Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your Westpac Debit MasterCard®.
- we may from time to time require additional information from you to assist us in the above compliance process; and
- where legally obliged to do so, we will 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.

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

- (a) you will 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); and
- (b) the underlying activity for which Westpac Debit MasterCard® is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).



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