

Foreign Exchange Swap

Supplementary Product Disclosure Statement

28 September 2009

This Supplementary Product Disclosure Statement ('SPDS') is dated 28 September 2009 and is issued by Westpac Banking Corporation (ABN 33 007 457 141 AFSL No. 233714). It supplements the Foreign Exchange Swap Product Disclosure Statement dated 9 February 2004 ('Original PDS'). This SPDS should be read with the Original PDS – together they make up the Product Disclosure Statement ('PDS'). In particular, terms defined in the Original PDS have the same meaning in the SPDS, unless the context requires otherwise. For further information, please contact the relevant state dealing desk using the contact details listed below or visit www.westpac.com.au

From 28 September 2009 we have made the changes set out below to the Original PDS.

This SPDS amends the Original PDS by replacing the text in certain sections of the Original PDS as set out in the table below:

Relevant page number of the Original PDS	Relevant section title of the Original PDS	Replacement text
12	Dispute resolution	<p>The following text replaces the text under the section titled "Dispute resolution":</p> <p>"Getting your complaint heard</p> <p>Sometimes you may want to talk about problems you are having with us. Fixing these problems is very important to us.</p> <p>We've put in place ways of dealing with your issues quickly and fairly.</p> <p>Please talk to us first</p> <p>We aim to resolve your complaint at your first point of contact with us in a timeframe agreed with you. This is our 'Ask Once' promise. So please raise your complaint with any of the people handling your banking. Alternatively, you can contact us by phone or in writing using the details listed at the back of this PDS.</p> <p>What to do if you are still unhappy</p> <p>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. Our external dispute resolution provider is the Financial Ombudsman Service, our membership number is 10999 and the contact details are:</p> <p>Financial Ombudsman Service GPO Box 3 Melbourne VIC 3001 Phone 1300 780 808 Fax: (03) 9613 6399 Internet: www.fos.org.au Email: info@fos.org.au</p> <p>You can also contact the Australian Securities & Investments Commission (ASIC) to make a complaint and to obtain further information about your rights. They have a freecall Infoline on 1300 300 630 and e-mail contact address at infoline@asic.gov.au</p>
14	Westpac Banking Corporation contact details	<p>The following text replaces the text under the section titled "Westpac Banking Corporation contact details":</p> <p>"Queensland and Northern Territory:</p> <p>Level 14, 260 Queen Street Brisbane QLD 4000 Telephone (07) 3227 2155</p>

		<p>Western Australia:</p> <p>Level 16, 109 St Georges Terrace Perth WA 6000 Telephone (08) 9426 2522</p> <p>New South Wales and ACT:</p> <p>Level 2, 275 Kent Street Sydney NSW 2000 Telephone (02) 8204 2822</p> <p>Victoria, South Australia and Tasmania:</p> <p>Level 9, 360 Collins Street Melbourne VIC 3000 Telephone (03) 9608 3950"</p>
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This SPDS amends the Original PDS by adding a new section to the Original PDS as set out in the table below:

Relevant page number of the Original PDS	New section title added to the Original PDS	New text added to the Original PDS
13	Anti-Money Laundering	<p>After the section titled "Dispute resolution" a new section titled "Anti-Money Laundering" is added. The following text is added to the new "Anti-Money Laundering" section:</p> <p>"Please be advised that in order for Westpac to meet its regulatory and compliance obligations relating to anti-money laundering and counter terrorism financing, we will be increasing the levels of control and monitoring we perform.</p> <p>You should be aware that:</p> <ul style="list-style-type: none"> • transactions may be delayed, blocked or refused where we have reasonable grounds to believe that they breach Australian law or the law of any other country; • where legally obliged to do so, we may disclose the information gathered to regulatory and/or law enforcement agencies. <p>Upon entering into any Foreign Exchange Swap with Westpac, you agree:</p> <ul style="list-style-type: none"> • you are not and will not enter into any agreement with Westpac under an assumed name; • any funds used by you to enter into an agreement with Westpac have not been derived from or related to any criminal activities; • any payments received from Westpac will not be used in relation to any criminal activities; • if we ask, you will provide us with additional information we reasonably require from you; and • we may obtain information about you or any beneficial owner of an interest in an agreement with Westpac from third parties if we believe this is necessary to comply."

Foreign Exchange Swap

Product Disclosure Statement

This Product Disclosure Statement relates to Foreign Exchange Swaps.

Issuer

Westpac Banking Corporation ABN 33 007 457 141

Australian Financial Services Licence Number: 233714



Institutional Bank

A division of Westpac Banking Corporation ABN 33 007 457 141

Foreign Exchange Swap

Product Disclosure Statement

A Product Disclosure Statement is an information document. The purpose of a Product Disclosure Statement is to provide you with enough information to allow you to make an informed decision about a product's suitability for your needs. A Product Disclosure Statement is also a tool for comparing the features of other products you may be considering. If you have any questions about this product, please contact us on any of the numbers listed at the back of this Product Disclosure Statement.

Important information

This Product Disclosure Statement is issued by Westpac Banking Corporation and is current as at 9th February 2004. The information in it is subject to change. Westpac will provide updated information by issuing a supplementary or replacement Product Disclosure Statement (if this were required, such as if the change were materially adverse to you) or by posting the information on our web site. You can get a paper copy of any updated information without charge by calling us.

This Product Disclosure Statement is intended for retail clients in Australia only. Distribution of it in jurisdictions outside Australia may be restricted by law and, persons who come into possession of it, who are not in Australia, should seek advice. If you are in Australia and have received it electronically, we will give you a paper copy on request, without charge. To obtain a copy, refer to the contact details listed on the back page of this Product Disclosure Statement.

The information set out in this document is general in nature. It has been prepared without taking into account your objectives, financial situation or needs. Because of this, you should, before acting on this information, consider its appropriateness, having regard to your objectives, financial situation and needs. By providing this Product Disclosure Statement, Westpac does not intend to provide financial advice or any financial recommendations. You should read and consider this Product Disclosure Statement, in its entirety, carefully and seek independent expert advice before making a decision about whether or not this product is suitable for you.

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Institutional Bank

Foreign Exchange Swap

Issuer

Westpac Banking Corporation (**Westpac, we or us**).

Purpose

What is a Foreign Exchange Swap?

You may use a Foreign Exchange Swap (**FX Swap**) if you need to exchange one currency for another currency on one day and then re-exchange those currencies at a later date.

Suitability

Do I have sufficient knowledge about this product?

A FX Swap may be suitable for you if you have a good understanding about foreign exchange markets and the way that they work.

If you are not confident about your understanding of these things, this product may not be suitable for you and we strongly suggest you seek independent advice before making a decision about this product.

Description

What does a Foreign Exchange Swap do?

A FX Swap is effectively two foreign exchange transactions packaged together. In the first stage of the transaction, you exchange an amount of one currency (the **first currency**) for a pre-agreed amount of another currency (the **second currency**).

The second stage of the transaction occurs at a later date. On that date, you exchange an agreed amount of the second currency for an agreed amount of the first currency.

The two currencies to be exchanged are the same in both stages of the transaction and are referred to as the currency pair. The currency pair must be acceptable to Westpac. Please ask for further details.

The amount of currency to be exchanged at each stage depends on the exchange rates agreed at the time you enter the transaction (the **trade date**).

Westpac will quote a different exchange rate for each stage of the transaction. This will be either a **spot exchange rate** or a **forward exchange rate**, depending on when settlement is to occur. If a transaction stage is to settle two business days after the trade date, a spot exchange rate applies. If it is to settle within two business days of the trade date, an adjusted spot exchange rate applies. In all other cases, a forward exchange rate applies. The exchange rates applying for both stages of the transaction are called the **FX Swap Rates**.

See the Example section for further information about the way a FX Swap works.

How does Westpac determine the FX Swap rates?

1. Spot, or adjusted spot, exchange rate

The FX Swap Rate is based on the inter-bank spot exchange rates applying at the time you enter the transaction.

2. Forward exchange rate

A forward exchange rate consists of a spot exchange rate plus a **forward margin**.

Westpac derives its forward margins from the inter-bank market rates. In this market, the forward margin is based on the difference in inter-bank interest rates between the countries that make up the currency pair. See the section, Forward margins, for more information.

When determining the forward exchange rate for a second stage, Westpac will use the same spot exchange rate that it has used for the first stage of the transaction. This means that the overall price for the FX Swap is the difference between the forward margins. If either stage of the transaction is to settle in two-business days' time, the overall price for the FX Swap will simply be the forward margin for the other stage of the transaction.

Westpac's FX Swap Rates are based on inter-bank market rates that are then adjusted to pay Westpac for the services we provide. The size of the adjustment varies from customer to customer and is influenced by:

- the size of the transaction, and Westpac's inability to offset smaller transactions on the inter-bank market
- your over-all transaction volumes
- market volatility, and
- the currency pair and time zone you choose to trade in

What is the inter-bank market?

Exchange rates and forward margins are quoted on the inter-bank market and fluctuate according to supply and demand. The inter-bank market is restricted to authorised foreign exchange dealers and banks that constantly quote to each other at wholesale rates and in minimum parcel sizes.

Factors that influence supply and demand include:

- investment inflows/outflows
- economic and political circumstances
- market sentiment or expectations, and
- import/export of goods and services

Exchange rates and forward margins quoted in the media generally refer to inter-bank rates and will usually differ from exchange rates quoted to you.

Are there any Westpac credit requirements?

Before entering into a FX Swap, Westpac will need to assess your financial position to determine whether or not your situation satisfies our normal credit requirements. Westpac will advise you of the outcome as soon as possible. If your application is successful, you will need to sign Westpac's standard finance documentation. That documentation sets out the terms of the credit approval and other matters relevant to your application.

Cost of product

Cost of product

Other than the fees set out below, there are no direct charges for entering into a FX Swap. Westpac derives a financial benefit by making adjustments to the inter-bank foreign exchange rates. The size of the adjustment varies on a case-by-case basis and is described in the section, How does Westpac determine the FX Swap Rates? In effect, you pay for the FX Swap by accepting the exchange rates Westpac quotes.

The following fixed fees apply:

Fee type	Amount	When applied
Cancellation Fee	\$15.00	All cancellations
Extension Fee	\$15.00	All extensions
Establishment Fee	\$15.00	For each FX Swap stage that is below AUD 25,000
Delivery Fee	\$15.00	After 5 th Delivery per FX Swap stage

These fees are payable at the time the event occurs or when the service is provided.

We can change these fees at any time. We will notify you by advertisement in the national or local media, or in writing before the day on which the change becomes effective.

Advantages/benefits

Advantages/benefits

- A FX Swap provides you with protection against unfavourable currency movements between the time you enter into the transaction and settlement.
- A FX Swap allows you to offset foreign exchange commitments where you will be receiving a currency on one date but need to make a payment in that currency at a later date. You benefit by using a FX Swap because the starting spot exchange rate, from which the forward exchange rates are calculated, is a mid rate between the rates Westpac would quote to buy and sell currency. Therefore you avoid paying the standard difference between buy and sell exchange rates.
- The term and amounts for FX Swaps can be tailored to suit your particular needs.

Disadvantages/risks

Disadvantages/risks

- When you enter into a FX Swap, you forego any benefit from favourable exchange rate movements between the time you enter into the transaction and settlement.
- Cancellation, extensions or pre-deliveries of the swap may result in a financial loss to you.
- There is no cooling off period.
- We generally have performance obligations under all the financial markets products we enter into. Customers depend on us to perform our obligations. Our ability to do so is linked to our financial wellbeing. This type of risk is commonly referred to as **credit or counterparty risk**. As we are a regulated Australian bank, the risk of us failing to perform is very low.

Settlement

Settlement

You must deliver currency to Westpac for both stages of the transaction. You can provide foreign currency either by telegraphic transfer or by transferring funds from a foreign currency account/deposit. You must provide Australian dollars in clear funds. When we receive the funds, we will deposit any payments to a Westpac bank account (in your name) denominated in the relevant currency. Alternative arrangements can be made with Westpac's agreement.

Early termination

Extensions, pre-deliveries and cancellations

Can I change the settlement date (value date)?

At any time up to settlement (the **value date**), you may ask Westpac to either extend (classified as an **extension**) or shorten (classified as a **pre-delivery**) the value date of either stage of a FX Swap.

If Westpac agrees, we will quote an amended exchange rate that takes into account the current spot exchange rate and the forward margin for the adjusted time period. If you accept, we will send you an amended confirmation.

Extensions

Extensions can be viewed as a forward exchange contract (**FEC**) that extends the value date of one of the original stages of the FX Swap to a new value date.

In order to achieve this, we would normally need to cancel the original stage of the FX swap and establish a new FEC for the extended period. However, for convenience we will quote an extension margin to your original FX Swap and therefore will not need to undertake the above steps.

You may choose to realise the profit or loss before entering into the new FEC. Alternatively you may factor the profit or loss into the new FEC rate. This is known as a Historic Rate Rollover (**HRR**). It is only available if:

- the spot exchange rate at the time of the extension is within $\pm 10\%$ of the new FX Swap Rate on that stage, and
- Westpac has given approval

Historic Rate Rollovers (HRRs)

When quoting a HRR rate, Westpac incorporates not only the above profit or loss into the new FEC, but also an interest charge. This charge is associated with funding or borrowing that profit or loss for the term of the extension period.

Interest is calculated in advance. In the case of losses, it is calculated at the appropriate customer margin above Westpac's advertised Indicator Lending Rate (**ILR**), or any equivalent rate that is substituted for this rate from time to time. Profits will earn interest based on Westpac's advertised term deposit rates.

The total amount, including the interest, is then added to the amount payable under an FEC for the extension period. Westpac then determines a forward exchange rate that would result in that combined amount being delivered at settlement. That rate is the HRR forward exchange rate for the extension.

The difference between the original FEC rate and the HRR forward exchange rate is known as the **extension margin**. Westpac will advise you of the applicable extension margin.

HRRs are not automatic

Westpac will only enter into HRRs where you need the extension because of genuine commercial reasons and not for speculative purposes. Even where this is the case, we will not always be willing to enter into an HRR. This is entirely Westpac's decision.

There are a number of requirements that you will need to satisfy before we will consider entering a HRR. These are set out in our standard HRR documentation, which you will need to sign before entering into any HRRs. A copy of that documentation is available on request.

You should make your own assessment and obtain your own advice regarding the risks associated with HRRs and their suitability for you.

Pre-deliveries

You may choose to shorten the original FX Swap stage (pre-deliver). In this case Westpac will calculate the new rate based on the offsetting transactions needed to cancel your original obligation. Shortening your original FX Swap stage will create a future profit or loss. This needs to be brought forward and valued at the pre-delivery date and incorporated in the new rate.

Partial vs full delivery

You may also choose to partially deliver under your FX Swap. The partial amount will be treated as a pre-delivery and the balance of the FX Swap can continue at the original FX Swap Rate. Fees apply if there are more than five partial deliveries.

Cancellation

You may also ask Westpac to cancel your FX Swap at any time up to and including the value date. Westpac will then provide you with a quote for cancelling your FX Swap.

Our quote will incorporate the same variables (currency and amount) used when pricing the original FX Swap. These will be adjusted for prevailing market rates over the remaining term of the FX Swap.

We will also need to consider the cost of reversing or offsetting your original transaction. When doing this, Westpac takes into account the current market rates that apply to any such offsetting transactions.

What happens if I accept?

If you accept the quote, we will cancel the FX Swap. You should appreciate that you may lose money as a result of early termination.

Fees

Fees apply where a FX Swap is cancelled, extended or pre-delivered. Please refer to Cost of product section for further details.

Forward margins

Forward margins are not forecasts

It is important to note that the forward margin (and therefore the forward exchange rate) does not represent a forecast that Westpac has made, nor is it a guarantee of future spot rates.

Instead, the forward margin is derived from the difference in inter-bank interest rates between the countries that make up the currency pair. The country with the higher interest rate is termed the higher yielding currency and the country with the lower interest rate is termed the lower yielding currency. For more information on forward margins please refer to the Example section.

What purpose does the forward margin serve?

The forward margin serves to compensate the buyer of the higher yielding currency for extra interest that could have been earned if exchange had taken place earlier and the proceeds had been invested at the higher rate of interest.

Premium vs discount

The forward margin can be either a positive or negative number. This is particularly important.

When the forward margin is a positive number (forward discount), it is added to the spot exchange rate.

When it is a negative number (forward premium), it is subtracted from the spot exchange rate.

Usually, the lower interest rate currency will be at a forward premium against the higher interest rate currency, and the higher interest rate currency will be at a forward discount against the lower interest rate currency.

Documentation

Documentation

You will need to sign an industry standard master dealing agreement. There are two types of agreements that are commonly used to document foreign exchange transactions:

-
- an Australian Financial Market Association Agreement for Foreign Currency Transactions. This is a simple agreement and is used only for foreign exchange transactions; and
 - an International Swaps and Derivatives Association Master Dealing Agreement. This is a more complicated agreement and is generally used where a person intends to enter into a variety of other derivative transactions as well as foreign exchange transactions.

We will advise you which of these we require, based on what is most suitable for you. Each of the above documents governs the dealing relationship between you and Westpac Banking Corporation and sets out the terms and conditions that apply to all transactions that we enter into with you. In particular, they document the situations where those transactions can be terminated and the way the amount payable following termination is calculated.

You can ask for copies of these documents and we strongly recommend that you fully consider their terms before entering into any transaction. You should obtain independent advice if you do not understand any aspect of the documents.

Confirmation

Shortly after entering into a FX Swap, Westpac will send you a confirmation outlining the commercial terms of the transaction. You will need to sign this confirmation and return it to Westpac.

Warning

Warning

It is extremely important that you check the confirmation to make sure that it accurately records the terms of the transaction. In the case of a discrepancy, you will need to raise the matter with your Westpac representative as matter of urgency.

Example

Example

The examples below are indicative only and use rates and figures that we have selected to demonstrate how the product works. In order to assess the merits of a FX Swap, you will need to use the actual rates and figures quoted to you at the time. In practice, Westpac would typically quote both a forward margin and a spot exchange rate for your convenience.

Note that the calculations below include rounding of decimal places.

Scenario

Assume you are an Australian-based importer who has committed to pay US dollars (USD) for goods in two business days. There is a contract to sell these goods in three months' time. The buyer will pay you on delivery in USD. Whilst your net USD position after three months is square, there is a timing difference in cash flows. You are therefore exposed to exchange rate movements between two business days and three months.

If I do nothing, what exchange rate risks do I face?

If you do nothing, the amount of Australian dollars (AUD) you will pay in two business days' time for your underlying USD exposure will depend on the exchange rate quoted for value that day.

The amount of AUD you will receive in three months for your USD receipt will depend on the exchange rate quoted for value that day. This exchange rate may differ from that used when you paid for the goods.

Assuming the exchange rate in two business days is 0.6455 you will pay:

$$\text{AUD } 154,918.67 \quad (= \text{USD } 100,000 / 0.6455)$$

If the AUD has appreciated at the time of receiving your USD, the USD will become less valuable and, as a consequence, you will receive less AUD when it comes time to exchange the USD you receive. Assume in this example that the AUD/USD exchange rate rises to 0.6700, then you will receive:

$$\text{AUD } 149,253.73 \quad (= \text{USD } 100,000 / 0.6700)$$

This will result in a loss to you of:

$$\text{AUD } 5,664.94 \quad = \quad \text{AUD } 154,918.67 - \text{AUD } 149,253.73$$

If the AUD/USD exchange rate goes down, the opposite occurs and you will receive more AUD.

Assume the AUD falls to 0.6000, then you will receive:

$$\text{AUD } 166,666.67 \quad (= \text{USD } 100,000 / 0.6000)$$

This will result in a profit to you of:

$$\text{AUD } 11,748.00 \quad = \quad \text{AUD } 166,666.67 - \text{AUD } 154,918.67$$

How will the FX Swap change this?

Assume you wish to eliminate your exposure and arrange a FX Swap to buy USD / sell AUD, Value Spot (in two business days), and sell USD / buy AUD, Value three months' time. The exchange rate applied to the first stage of the swap will be the spot exchange rate. The exchange rate applied to the second stage will be the forward exchange rate based on the same spot exchange rate used for the first stage together with the forward margin.

Assume that the payment amounts are for USD 100,000 and the spot AUD/USD exchange rate and the forward margin quoted to you are 0.6455 and -0.0054 respectively. Your exchange rate for your payment in two business days (i.e. the first stage of the FX Swap), will be the spot exchange rate of 0.6455 and in two business days you will pay:

$$\text{AUD } 154,918.67 \quad (= \text{USD } 100,000 / 0.6455), \text{ in exchange for USD } 100,000.$$

Your FX Swap Rate for the second stage of the transaction:

$$\begin{aligned} &= \text{Spot Exchange Rate} \quad + \quad \text{Forward Margin} \\ &= 0.6455 \quad \quad \quad + \quad - 0.0054 \\ &= 0.6401 \end{aligned}$$

In 3 months time, you will deliver to Westpac the USD 100,000 you received from your purchaser and, regardless of where the spot exchange rate is trading at the time, you will receive:

$$\text{AUD } 156,255.59 \quad (= \text{USD } 100,000 / 0.6401)$$

How is the forward margin derived?

The following sets out the steps that Westpac would follow to calculate the forward margin. For this purpose, assume that:

- spot AUD/USD exchange rate is 0.6455
- AUD Interest Rate (3 month deposit) 4.65%
- USD Interest Rate (3 month lending) 1.20%
- N = Number of days
- IR = Interest Rate

Step 1

First we would calculate an amount of USD that would need to be borrowed so that in three months' time that amount plus interest would equal USD 100,000.

$$\begin{aligned} \text{Amount to be borrowed} &= \frac{\text{Amount Required}}{1+(N/360 \times \text{USDIR}/100)} \\ &= \frac{\text{USD } 100,000}{1+(90/360 \times 1.20/100)} \\ &= \frac{\text{USD } 100,000}{1.0030} \\ &= \text{USD } 99,700.90 \end{aligned}$$

Step 2

Westpac then has to sell USD 99,700.90 at the spot AUD/USD exchange rate of 0.6455:

$$= \text{AUD } 154,455.30$$

Step 3

Westpac then has to invest the AUD (to fund the transaction) and in three months' time will receive the principal plus interest:

$$\begin{aligned} &= \text{Principal } \{1+ (N/365 \times \text{AUD IR}/100)\} \\ &= \text{AUD } 154,455.30 \{1+ (90/365 \times 4.65/100)\} \\ &= \text{AUD } 154,455.30 \times 1+ (0.01146575) \\ &= \text{AUD } 154,455.30 \times 1.01146575 \\ &= \text{AUD } 156,226.25 \end{aligned}$$

Step 4

The forward rate is then calculated as follows:

$$\frac{\text{USD } 100,000}{\text{AUD } 156,226.25} = 0.6401^*$$

* 0.64009729 rounded up to 4 decimal places

Therefore the Forward Margin

$$\begin{aligned} &= 0.6455(\text{Spot Exchange Rate}) - 0.6401(\text{Forward Exchange Rate}) \\ &= 0.0054 \end{aligned}$$

It should be noted that interest is calculated differently in Australia and the United States. In Australia it is calculated using a 365 day/year whilst in the United States it is calculated on a 360 day/year.

If you wish to calculate the forward margin for yourself, we strongly suggest you seek confirmation as to methodology, pricing conventions (of the countries that make up the currency pair), and the accuracy of rates and figures quoted to you at the relevant time.

Taxation

Taxation

Taxation law is complex and its application will depend on a person's individual circumstances. When determining whether or not this product is suitable for you, you should consider the impact it will have on your own taxation position and seek professional advice on the tax implications it may have for you.

Telephone conversations

Telephone conversations

The terms of a FX Swap are usually agreed verbally over the telephone. Once we have reached an agreement, both you and Westpac are bound by the terms of the FX Swap.

Conversations with our dealing room and settlement departments are taped. This is standard market practice. We do this to make sure that we have complete records of the details of all transactions. Taped conversations are retained for a limited period and are usually used where there is a dispute and for staff monitoring purposes.

You will need to advise our dealer if you do not wish to be recorded. However, we will not enter into any transaction over the telephone unless the conversation is recorded.

Factors that may influence our advice

Factors that may influence our advice

This document has been designed to help you choose the right product for your needs. When you ask for a recommendation, please be assured that our staff members will always explain your choices and suggest a suitable product.

Sometimes our staff may be eligible for incentives, including cash incentives, for achieving or exceeding sales targets.

Code of Banking Practice compliance

Code of Banking Practice compliance

The Code of Banking Practice is a voluntary code for banks dealing with individuals and small businesses. Its purpose is to set standards of good banking practice for banks to follow when dealing with these customers. Copies of the Code are available on request.

If you are a retail client, each relevant provision of the Code will apply to this product from the date we adopt that provision. If you would like to discuss whether or not the Code will apply to you, please contact Westpac on the numbers set out at the back of this document.

Privacy and confidentiality compliance

Privacy and confidentiality compliance

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)
- contacting any of our branches
- visiting our web site at www.westpac.com.au

In addition to Westpac's duties under legislation, it has a general duty of confidentiality towards you, except:

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

Dispute resolution

Dispute resolution

Problem resolution is a priority for us. We have established complaint resolution procedures that aim to deal with complaints quickly and fairly. Our complaint handling procedures are in accordance with the Australian Standard on Complaints Handling. This service is free and covers verbal and written complaints.

If you have a complaint about this product, its operation or the service that we are providing, please contact us. Your first point of contact should be your Westpac representative.

We will aim to resolve the matter when you first contact us. If we cannot resolve your issue there and then, we will commit to taking the following steps:

- Step 1 - Let you know who is handling the complaint.
- Step 2 - Keep you informed of what is happening.
- Step 3 - Aim to resolve your complaint within 5 working days.

Once your complaint has been resolved, we will check with you to make sure you are satisfied with how your complaint was handled.

If you feel your complaint has not been properly handled or resolved, we invite you to contact our Customer Advocate on 1300 301 977 for a further review. The Customer Advocate's role is to understand and represent your interests within Westpac and help us ensure you have the best possible experience.

If you remain dissatisfied with the outcome, you can refer your complaint to either of the external organisations listed below.

The Finance Industry Complaints Service Limited
PO Box 579
Collins Street West
Melbourne VIC 8007
Phone 1300 780 808
Fax: +61 3 9621 2291
Internet: <http://www.fics.asn.au/>

Australian Banking and Financial Services Ombudsman Ltd
GPO Box 3A
Melbourne VIC 3001
Phone 1300 780 808
Fax: +61 3 9613 7345
Internet: <http://www.abio.org.au>

The Australian Securities and Investments Commission also has a free call Infoline on 1300 300 630. You can use this number to make a complaint and to obtain further information about your rights.

**Westpac Banking
Corporation contact
details**

Queensland and Northern Territory:

Financial Markets
Queensland
Level 15 260 Queen Street
Brisbane QLD 4000
Telephone (07) 3227 2155

Western Australia:

Financial Markets
Western Australia
Level 14 109 St Georges Terrace
Perth WA 6000
Telephone (08) 9426 2522

New South Wales and ACT:

Financial Markets
New South Wales
Level 5 255 Elizabeth Street
Sydney NSW 2000
Telephone (02) 9284 8422

Victoria, South Australia and Tasmania:

Financial Markets
Victoria
Level 9 360 Collins Street
Melbourne VIC 3000
Telephone (03) 9608 3950