

Westpac Business Debit  
MasterCard

# Terms and Conditions

Effective date: 25 August 2008

 **estpac**  
Business

Your future is our future

# 2

## Contents

These Terms and Conditions	3
What you can do with your card	5
Issue of Business Debit MasterCard	6
Use of the different types of Business Debit MasterCard	6
Authorising Business Debit MasterCard transactions	9
Rules about your Business Debit MasterCard	11
Protecting cards and PINs	16
What to do if you have a problem or dispute	20
Changes to Terms and Conditions	22
Communication with you	23

## 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.

**'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.

**'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.

## 4

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

**'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 booklet.

**'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.

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

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

**'Maximum daily spend limit'** means a limit applied to each limited access Business Debit MasterCard for any transaction made through an EFTPOS terminal when the cardholder selects the 'credit' button.

**'Maximum daily transaction limit'** means a limit applied to each full access card on cash withdrawals through ATMs debited to an account, and transactions through EFTPOS terminals debited to an account where 'cheque' or 'savings' buttons are pressed.

## **What you can do with your card**

A Business Debit MasterCard, can be used to get instant 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' button on the EFTPOS terminal is selected you cannot also get 'cash out'.

In addition, a Business Debit MasterCard can be used on the internet or over the phone to purchase goods and services and pay bills using BPAY. It also can be used to make purchases overseas wherever the MasterCard logo is displayed.

When a cardholder makes a transaction at an ATM or EFTPOS terminal, the account holder authorises us to act on the instructions the cardholder enters into the terminal. When purchasing using EFTPOS the cardholder should ensure that the transaction amount is correct before they enter their PIN at the terminal. By entering their PIN (or for some Business Debit MasterCard transactions when they sign a transaction voucher) the cardholder indicates (on the account holder's behalf), the account holder's agreement that the transaction amount is correct.

An annual fee (waived for the first year) is payable on a Business Debit MasterCard (see the 'Features, Fees and Charges' booklet of the Deposit Accounts for Business Customers Product Disclosure Statement).

The account holder may request their Business Debit MasterCard be linked to up to two accounts. The primary account to which it is linked can be accessed by selecting the 'cheque' button or the 'credit' button at an ATM or EFTPOS terminal. Any other account to which it is linked can be accessed by selecting the 'savings' button at an ATM or EFTPOS terminal. Each linked account must be set up to allow each authorised signatory to act independently.

## Issue of Business Debit MasterCard

Each primary cardholder is issued with a full access card.

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.

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

A full access card provides unlimited access to all features of the account(s) to which the card is linked. There is no daily transaction limit on a full access card where using the 'credit' button at an EFTPOS terminal. However, **a maximum daily transaction limit** applies for:

- cash withdrawals through ATMs debited to an account;
- transactions through EFTPOS terminals debited to an account where 'cheque' or 'savings' buttons are pressed.

Initially, the maximum daily transaction limit is \$1,000 per card. This can be increased to a daily limit of up to \$2,000 or decreased to \$500, \$300 or \$200 at the request of the account holder or an account signatory.

The maximum daily transaction limit does not apply:

- at branch terminals;
- to vouchers manually processed by a MasterCard merchant.

A cardholder issued with a limited access card has limited access to the account(s) to which the card is linked. For example, they can only purchase goods using the 'credit' button and cannot withdraw cash.

# 7

A **maximum daily spend limit** applies to each limited access Business Debit MasterCard for any transaction made through an EFTPOS terminal when the cardholder selects the 'credit' button. The amount of this limit is nominated for each card by the account holder of the linked account. You will be advised of the applicable card limits when the card is issued. The account holder can change the card limits by calling Business Telephone Banking or visiting a branch.

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 via ATMs and EFTPOS by any unauthorised person who may come into possession of a card and PIN.

The table below sets out how each type of Business Debit MasterCard cardholder can use of their card.

How can types of cardholders use a Business Debit MasterCard?	Full access card (*subject to maximum daily transaction limit using an ATM and 'cheque' or 'savings' buttons on an EFTPOS terminal)	Limited access card (**subject to maximum daily spend limit using the 'credit' button on an EFTPOS terminal)
<b>Purchase goods or services:</b>		
■ at merchants in Australia or overseas – by pressing the 'credit' button and signing the transaction slip	✓	✓**
■ at merchants in Australia – by pressing the 'cheque/savings' button (if applicable) and entering the cardholder's PIN	✓*	X

How can types of cardholders use a Business Debit MasterCard?	Full access card (*subject to maximum daily transaction limit using an ATM and 'cheque' or 'savings' buttons on an EFTPOS terminal)	Limited access card (**subject to maximum daily spend limit using the 'credit' button on an EFTPOS terminal)
<ul style="list-style-type: none"> <li>■ over the phone               <ul style="list-style-type: none"> <li>– by quoting the card number and expiry date on the front of the card</li> </ul> </li> </ul>	✓	✓ <sup>**</sup>
<ul style="list-style-type: none"> <li>■ on the internet               <ul style="list-style-type: none"> <li>– by using the card number and expiry date on the front of the card</li> </ul> </li> </ul>	✓	✓ <sup>**</sup>
<b>Withdrawal of cash at ATMs</b>		
<ul style="list-style-type: none"> <li>■ by pressing the 'cheque/savings' button and entering the cardholder's PIN</li> </ul>	✓ <sup>*</sup>	✗

All transactions made using a Business 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 deposit account(s) linked to the card. For more details, including the fees and charges that apply, refer to the Deposit Accounts for Business Customers Product Disclosure Statement.

## **Authorising Business Debit MasterCard transactions**

All transactions will need to be authorised by us before they can proceed. For example, if a cardholder uses a Business Debit MasterCard and pushes the 'credit' button for EFTPOS purchases or uses the 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 primary account for the transaction. This authorisation may be completed for a transaction that occurs at a later time such as hotel accommodation and car hire. Authorisations on Business Debit MasterCard transactions will be valid for three calendar days.

### **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 such an authority, the cardholder or an account signatory must notify the merchant. 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.

Once the authorisation is obtained, it will reduce the available balance. If the purchase or other transaction is not completed, the available balance may continue to be reduced for up to three business days after the authorisation is obtained.

### **Mismatched authorisations**

Some merchants may request confirmation that there is sufficient funds in the 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 are reduced by up to the amount anticipated by the merchant. This means the current balance may not indicate the correct amount until the authorisation is cleared and the account holder may find they have reduced funds in the 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 the available balance further by the sum of two authorisation amounts.

## **Delayed authorisations**

Business Debit MasterCard EFTPOS transactions that use the 'credit' button may take a number of days to be processed and debited to the account. 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.

If a cardholder uses a card to purchase fuel and/or other goods or services at a petrol station by swiping their 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 the 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 as an authorisation against the account for up to three calendar days. This will temporarily reduce the available balance. This authorisation process will not occur if the cardholder presses 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 a cardholder has authorised another person or company (merchant) to transact on the account by providing their Westpac Business Debit MasterCard number or used their card to make a purchase at an EFTPOS terminal by selecting the 'credit' button, the account holder may be entitled to reverse (charge back) the transaction where they have a dispute with the merchant. For example, the account holder may be entitled to reverse a transaction where the merchant has not provided the goods or services paid for.

Please note, Westpac is not able to reverse (charge back) on:

- Direct Debit transactions set up using the primary account number and branch number (BSB); or
- transactions at EFTPOS terminals when a cardholder has selected the 'cheque' or 'savings' button.

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

## **Rules about your Business Debit MasterCard**

### **Overdrawing the accounts**

Using the 'credit' button at ATM or at EFTPOS terminals when a cardholder uses a Business Debit MasterCard to make withdrawals or purchases 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 Product Disclosure Statement.

### **Cards and PINs**

Cards and PINs will be mailed to you separately 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 face of 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) using the Customer

Select PIN pads located in many of our branches. 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 traveling 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 booklet.

## **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' dates. 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 any card at any time, without prior notice, if we believe that continued use of the card may cause a loss to either the account holder or us.

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.

The account holder or an account signatory may contact us to cancel any 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 the account holder has 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 the account holder to contact that person, if at all possible, and request them to surrender their card to the account holder, so that the account holder can return it to us.

If the account holder closes their accounts or where the card has been cancelled, the account holder will remain liable for transactions:

- made using the card prior to or after its cancellation or closure of the accounts; or
- made using the card number for mail, 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 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 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 MasterCard 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 'debit' button.

Transaction fees apply to the use of ATMs overseas (except for ATMs participating in the Global Alliance, where the 'savings', 'cheque' or 'debit' buttons 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 "Features, Fees and Charges" booklet of the Deposit Account for Business Customers Product Disclosure Statement.

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.

## **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 usual card spending and can detect unusual spending patterns or transactions. If Falcon™ 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 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, 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 EFTPOS 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:

- 1300 651 089 if calling within Australia;
- +61 2 9374 7082 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:

- 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 cardholder receives their card or receives their PIN, including a replacement or reissued card or PIN; 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;
- 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;
- 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:

- \$50; 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.

## **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 with us. 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) 8253 3707

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 at:

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) 8253 3707

Mail: GPO Box 5265, Sydney NSW 2001.

## **Contact our Customer Advocate**

If you feel we did not act fairly in the way we handled your complaint or in the way we resolved your complaint, you can ask the Customer Advocate to review the matter for you.

The Customer Advocate's role is to act as independently as possible to make sure that Westpac has treated you fairly.

You can contact our Customer Advocate on:

Telephone: 1300 301 977

Mail: Customer Advocate,  
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 Services (FOS). The FOS deals with complaints about banks and their related companies. Their contact details are:

Financial Ombudsman Services  
GPO Box 3, Melbourne VIC 3001  
Telephone: 1300 780 808  
Fax: (03) 9613 6399  
Internet: [www.fos.org.au](http://www.fos.org.au)

## 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.

The 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 in advance of the day on which 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.

Provided the account holder have 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 [www.westpac.com.au/business](http://www.westpac.com.au/business).

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.

(Westpac Group refers to Westpac Banking Corporation and its related bodies corporate including companies that bear the 'Westpac' or 'BT' name).

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:

- call Business Telephone Banking on 132 142;
- write to us at GPO Box 3433, Sydney NSW 2001;
- speak to your Relationship Manager; or
- visit any of our branches.

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

