

# Personal telephone banking

Terms and conditions.



Effective date: 27 October 2023



# We're here to help

📞 132 032

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🏠 GPO Box 3433, Sydney NSW 2001

📍 visit any of our branches

## Accessibility support.

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



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

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# Introduction

## Your Bank.

The Personal Telephone Banking service is provided to you by:

Westpac Banking Corporation ABN 33 007 457 141  
275 Kent Street  
Sydney NSW 2000  
AFSL and Australian credit licence 233714

## Our obligation to you.

It is our commitment to make all the details about your banking as clear as we possibly can. This Terms and Conditions booklet gives you all the information you need regarding the Personal Telephone Banking service that we provide.

We encourage you to read this document carefully and keep it handy so you can refer to it when you have questions.

If there's anything in this document that you'd like to have clarified or know more about, simply contact us in any of these four ways:



132 032



GPO Box 3433, Sydney NSW 2001



[online@westpac.com.au](mailto:online@westpac.com.au)



visit any of our branches

## Features

### Description.

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

# What you can do using Personal Telephone Banking

|   |                  |
|---|------------------|
| Check the Interest rate on your Home Loan   | ✓                |
| Check your account balances   | ✓                |
| Pay bills using BPAY® and transfer funds between your accounts                      | ✓                |
| Pay your credit card  | ✓                |
| Obtain details of recent transactions   | ✓                |
| Check your BSB and Account Number   | ✓                |
| Check your interest earned  | ✓                |
| Change your address   | ✓ staff-assisted |
| Stop cheque payments  | ✓ staff-assisted |
| Request copies of statements  | ✓ staff-assisted |
| Talk to a Banking Representative  | ✓ staff-assisted |
| Report lost or stolen Debit Mastercard®, Handycard, Visa Debit card or credit cards | ✓ staff-assisted |
| Order statements  | ✓ staff-assisted |
| Order a cheque book   | ✓ staff-assisted |
| Open and close accounts (conditions apply)  | ✓ staff-assisted |
| Register for Internet Banking   | ✓ staff-assisted |

# Terms and conditions of use

Your use of Telephone Banking acknowledges your agreement to accept the following terms and conditions.

## Services available.

With Telephone Banking, you can obtain information about all of your linked accounts or other products and services and undertake banking transactions on all accounts (subject to the terms and conditions of the account) over the phone. The terms and conditions of the account you access using Telephone Banking continue to apply. Please refer to the Deposit Accounts for Personal Customers Terms and Conditions (which is available at [westpac.com.au](http://westpac.com.au)) for details of all fees and charges for the use of Telephone Banking.

## Times of availability.

Self-service Telephone Banking available 24 hours a day, 7 days a week. Banker assisted Telephone Banking is provided 8am – 8pm Sydney time, 5 days a week.<sup>1</sup> The Bank will do everything possible to ensure that Telephone Banking is available at the specified times.

We are not responsible for errors, inaccuracies, omissions or delays due to temporary failure of the Telephone Banking network, ancillary equipment or where the specific circumstances are outside of our control.

1. Available for all personal deposit accounts except Term Deposits. Not all staff assisted services are available on national public holidays.

## Ensuring your security.

To ensure security of transactions you make through Telephone Banking we will provide you with a customer number and an access code to be quoted each time you use the service.

Please ensure that you keep your access code in a safe place and do not tell or show it to an unauthorised person. You must take all necessary precautions to maintain confidentiality of your access code. We may cancel your access code without notice if we believe or suspect it is being misused. This is less common now given most people use their mobile phones all the time however it's alerting customers to the fact that some public phones can capture options inputted into the phone and customers are responsible for keeping their

access code safe so should not input it in these situations. For security purposes, you must use the Telephone Banking staff-assisted service to avoid your access code being recorded whenever you are using a phone that is not your personal mobile or phone.

You must immediately notify us if you know or suspect that your access code has become known to someone else or you suspect that unauthorised transactions have been made on your account. Where this occurs please call Telephone Banking.

When Telephone Banking is not available, you will not be responsible for unauthorised Telephone Banking transactions which could have been prevented if Telephone Banking was available provided that you tell us about the unauthorised use of your access code within a reasonable time after Telephone Banking becomes available.

## **Protecting your access code.**

To protect your access code (your 'code') you must:

- try to memorise it;
- destroy any documentation we issue to you containing your code;
- not tell anyone your code, including family members, friends and our staff (except when completing a staff-assisted Telephone Banking enquiry or transaction);
- if you select your own code, do not select a number that can easily be guessed, such as a previously selected code, consecutive numbers, one number repeated, or numbers which form a pattern, or that can easily be associated with you, such as a number which represents a recognisable part of your date of birth, telephone number, driver's licence number and so forth; and
- make sure that nobody watches you or hears you when you are entering or using your code.

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

You can change your code at any time provided you correctly quote your current code.

If you make a record of your code you must either take reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised. A reasonable attempt to disguise the passcode record will include (but is not limited to) doing the following:

- hiding or disguising the passcode record among other records;
- hiding or disguising the passcode record in a place where a passcode record would not be expected to be found;
- keeping a record of the passcode record in a securely locked container; or
- preventing unauthorised access to an electronically stored record of the passcode record.

We do not consider that you have made a reasonable attempt to disguise your code if you have it easy for another person to work out your code, including (but not limited to) by only doing the following:

- 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; and
- disguise the code as a date or as an amount.

**Please note:** Liability for losses, including where liability may be limited, resulting from unauthorised transactions is determined under the relevant provisions of the ePayments Code where that Code applies.

## Access to your accounts.

You can use Telephone Banking to access those accounts held by you and grouped under your customer number.

## Payments and their effective dates.

Unless otherwise advised by Westpac, information as to the state of your account(s) will reflect the position at the close of business on the previous business day.



## Your instructions to the Bank.

When you use Telephone Banking, your instructions will not be carried out if they are not permitted under the terms and conditions of your account(s). We may delay actioning your request if we need to obtain further information from you or other parties. When this happens, we will let you know the steps we need to take before actioning your request.

## System cut-off times.

System cut-off times may be varied from time to time in accordance with the requirements within the “Changing Terms and Conditions” section of these terms and conditions. Current system cut-off times to receive same day value to your account are:

| Service              | System cut-off time                 |
|----------------------|-------------------------------------|
| Funds transfer       | 7.30pm Sydney time on a Banking Day |
| Credit card payments | 7.30pm Sydney time on a Banking Day |
| BPAY payments        | 6.00pm Sydney time on a Banking Day |

If you make a transfer after these cut-off times your transaction will not be processed until the following business day.

## Transaction reference numbers receipts.

Each time you make a transaction through Telephone Banking, we will provide a transaction reference number which acts as a receipt. We suggest that you write this number down. It will appear on your regular statements and should be quoted if you have any queries.

## **Value limit on transfers.**

As an additional security precaution, for example to prevent fraudulent and/or unauthorised transactions, the Bank may impose a transaction value limit on amounts transferred from your account when using Telephone Banking. This may be done without prior notice to the following limits:

- When using self-service phone banking, currently the transfer of funds limit is \$100,000 per transaction.
- When you are using BPAY, currently transaction amount limit is \$10,000 per transaction. This limit is also subject to changes by BPAY or under the BPAY scheme rules.

## **Call monitoring.**

In order to monitor and improve quality and security, we may record transactions through Telephone Banking, subject to our privacy obligations.

## **Call costs.**

You can register for and use the service from anywhere in Australia which may incur call charges. Higher call charges may apply for overseas and mobile calls.

## **Stopping your use of Telephone Banking.**

We may suspend or terminate your access to Telephone Banking or any other account access methods without giving you notice. This may happen if the Bank suspects a system or access violation, fraudulent or illegal activity or considers it necessary to prevent any loss to you or the Bank.

If you are travelling to a Sanctioned Jurisdiction, we may without giving you notice suspend your access to Telephone Banking or any other account access methods while you are in that jurisdiction.

You may terminate your use of Telephone Banking by giving us written notice or a call.

## **Mistakes and concerns.**

If you think there has been a mistake in a transaction made through Telephone Banking please contact Telephone Banking and we will advise you of our dispute resolution procedure. For more information on how to do this, please refer to 'Feedback and Complaints'.

## **Rules about BPAY.**

The Bank is a member of the BPAY Electronic Payments Scheme (BPAY Scheme). Where BPAY is available to your account, you can ask us to make payments on your behalf to billers who wish to receive the payments through the BPAY Scheme. We can't accept a request to stop or alter a BPAY payment that is not a Scheduled Payment after you have instructed us to make it.

## **Future dated payments.**

If we are unable to make a BPAY payment at the future payment date we will advise you in writing.

A payment may not be able to be made due to insufficient funds, an invalid account or because the biller no longer participates in the BPAY Scheme. You should check your future dated payments regularly to ensure that they have been processed. If you require any assistance, please call us.

## **Correct and incorrect amounts.**

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

the amount you specified is greater than the required amount, then you must liaise directly with the biller to obtain a refund of the excess amount;

the amount that you specified is less than the required amount, then you can make another BPAY payment to make up the difference; or

if you do require a complete BPAY payment refund you can contact Telephone Banking.

## Delays.

Delays might occur if another participant in the BPAY Scheme is not complying with its obligations. The Bank will not be responsible for delays caused outside of our control.

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

## Other concerns and their solutions.

Please tell the Bank promptly if:

- you become aware of any delays or mistakes in processing your BPAY payments; or
- you did not authorise a BPAY payment that has been made from your account (for clarity, this does not include where the payment was initiated by you or anybody with your knowledge or consent); or
- you think that you have been fraudulently induced to make a BPAY payment.

We will attempt to rectify any such BPAY payments (aside from any payments made by you with the incorrect payment amounts) in the way described in this document. However, except as set out in this document, we will not be liable for any loss or damage you suffer as a result of the BPAY Scheme. If you make an erroneous or mistaken payment, this will not satisfy part or whole of your underlying debt to the biller.

## If you suspect fraud.

If a BPAY payment is made as a result of you being fraudulently induced into making that BPAY payment, including a BPAY payment which is the subject of a Batch Payer Direction, and any other person involved in the BPAY Scheme committed, had actual knowledge of, or with reasonable diligence should have detected, the fraud, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the whole amount of the fraud induced payment, you must bear the loss.

## **Consequential loss.**

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

## **Liability for unauthorised transactions (including BPAY)**

### **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 a merchants (ie providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees; or
- require the use of a code and happen before the user receives or selects their code(s), including a replacement or reissued code; or
- require the use of a code and happen after we have been notified that the security of the code has been breached; or
- are made with a code 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 transaction 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 code without making a reasonable attempt to disguise it, or to prevent unauthorised access to it; 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 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 their code(s) becoming known to someone else 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 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 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).

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

(a) correcting any errors; and

(b) refunding any fees or charges imposed on the user.

## **BPAY transactions.**

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

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

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

However, if you were responsible for a mistake resulting in that BPAY payment and we cannot recover the amount of that BPAY payment from the person who received it within 20 Banking Business Days of us attempting to do so, you must pay us that amount.

For details on how to notify the Bank about breaches of security of your Telephone Banking access code or unauthorised Telephone Banking transactions, please refer to 'ensuring your security'.

# General matters

## The Banking Code of Practice.

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

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

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

## The ePayments Code.

The ePayments Code governs certain electronic payments to or from your account where you are an individual. This includes Telephone Banking transactions. We will comply with this Code where it applies.

## Feedback and Complaints.

### **Delivering on our service promise.**

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

### **Our commitment to you.**

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

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

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



## **You can contact us:**

Over the phone

Please call us from anywhere in Australia on 132 032.

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

By post

You can write to us at:

Westpac Customer Solutions

Reply Paid 5265, Sydney NSW 2001

In Branch

If you prefer to tell us in person, go to our website to locate your nearest branch.

Online

Email us at [westpaccustomersolutions@westpac.com.au](mailto:westpaccustomersolutions@westpac.com.au)

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

### **If you are still unhappy.**

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

### **Australian Financial Complaints Authority.**

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

The contact details for AFCA are set out below.

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

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

Phone: 1800 931 678 (free call)

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

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

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

# Changes to terms and conditions

At various times, we may make changes to these terms and conditions.

We'll always let you know if, for any reason, these terms and conditions change. However, advance notice may not be given where a change has to be made to immediately restore or maintain the security of our systems or of individual accounts or facilities. We may give you a shorter notice period, or no notice, of an unfavourable change if it is reasonable for us to manage a material and immediate risk.

Unless otherwise specified in this booklet, we may notify you of changes as set out in the following table:

| Type of change  | Time frame         | Method of notification                                     |
|---|--------------------|--|
| New fee or increase in fee for performing electronic transactions, or issuing or replacing a code | 30 days in advance | In writing or electronically                               |
| Other new fee or increase to an existing fee relating to Telephone Banking                        | 30 days in advance | In writing, electronically, or through media advertisement |
| Changes increasing your liability for electronic transactions                                     | 30 days in advance | In writing or electronically                               |
| Transaction limits on electronic transactions   | 30 days in advance | In writing or electronically                               |

| Type of change                          | Time frame   | Method of notification                                     |
|---|--|--|
| Government charges                      | In advance of the change, or reasonably promptly after the government, a government agency or representative body notifies us, unless the change has been publicised by a government agency, government or representative body | In writing, electronically, or through media advertisement |
| Any other change to a term or condition | As soon as reasonably possible (which may be before or after the change is made) or, if we believe the change is unfavourable to you, at least 30 days before the change takes effect  | In writing, electronically, or through media advertisement |

By 'electronically', we mean by:

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

# Definitions

**'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 enquiry'** means checking your account balance and/or transaction details. An account balance received immediately after, and as part of, a withdrawal transaction is exempt from fees.

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

**'Banking Day'** means a day that is not a Saturday or Sunday and which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia, and typically excludes national public holidays.

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

**'Extreme Carelessness'** means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour. An example of extreme carelessness is storing a user name and passcode for internet banking in a diary, computer or other personal electronic device that is not password protected.

**'Scheduled Payment'** means a payment (including a BPAY payment) or a funds transfer that you request us to make at a later date

**'Small business'** has the same meaning given to it by the Banking Code of Practice.

**'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.

# Anti-money laundering and counter-terrorism financing obligations

Please be advised that in order for us to meet our regulatory and compliance obligations we may change the levels of control and monitoring we perform at any time.

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) in connection with your use of Telephone Banking;
- 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 may disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties.

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/product for which Telephone Banking is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

## **Payments made in error**

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





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

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