

# Terms and Conditions

Business Telephone Banking

Effective as at 18 April 2015



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# Introduction

## Your Bank

The Business Telephone Banking service is provided to you by:

Westpac Banking Corporation ABN 33 007 457 141  
275 Kent Street  
Sydney NSW 2000

Australian Financial Services Licence Number 2337 14

## 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 Business 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:

- call Business Telephone Banking on 132 142;
- write to us at GPO Box 3433, Sydney NSW 2001;
- send an email to [online@westpac.com.au](mailto:online@westpac.com.au)
- speak to your Relationship Manager, or visit any of our branches

# Features

## Description

Business 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 Business Telephone Banking

All accounts excluding Bank Undertaking Security Deposit accounts, Term Deposits and Farm Management Deposits

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	✓
Check the interest rate on your home loan	✓
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 Westpac cards	✓ staff-assisted
Order statements	✓ staff-assisted
Order a cheque book	✓ staff-assisted
Open and close accounts (conditions apply)	✓ staff-assisted
Register for Online Banking	✓ staff-assisted

## **Bank Undertaking Security Deposit Accounts**

The following functions apply for customers holding a Bank Undertaking Security Deposit Account:

- check your account balance;
- transfer credit funds from another account to a Bank Undertaking Security Deposit Account.

## **Term Deposits and Farm Management Deposits**

The following functions apply for new and existing customers to invest in Term Deposits or Farm Management Deposits using the Telephone Banking channel:

- open a term deposit;
- enter or change renewal instructions;
- add funds to a renewing term deposit within the first three business days of the term deposit maturing (including the date of maturity);
- disburse funds to bank accounts held in the same name as the Term Deposit/Farm management deposit;
- terminate deposits at maturity (except where deposits are restricted or held 'as security');
- terminate the account early, for those customers who accept the adjusted interest rate;
- obtain information on Term Deposit Specials for amounts up to \$250,000.

Please note that Business Telephone Banking cannot perform an early repayment on the following Term Deposits and Farm Management Deposits:

- held by deceased customers;
- where a Bank error has occurred (you will need to visit one of our branches);
- restricted deposits and deposits over which security is held;
- where interest adjustment is to be waived;
- Farm Management Deposit where no Tax File Number is held

For information on current fees and charges for use of Business Telephone Banking please contact us as described in the 'Our Obligation to You' section.

# Other Terms and Conditions of Use

## Access for Business Users of Telephone Banking

Before you can use Telephone Banking you are required to complete and execute an access authority form. Doing so constitutes the acceptance by you of the Business Telephone Banking Terms and Conditions and authorises the use of your customer number by the contact person or group users.

You may be liable for the misuse of the service including transactions on your account(s) or any failure by you, a group user, or contact person to observe the Business Telephone Banking Terms and Conditions.

The Bank is authorised to form the groups of accounts as they appear on the access authority form.

The Bank is authorised to allow a group user nominated by you to carry out transactions in accordance with the access level you have nominated for the group user on your account within the group.

You acknowledge that the group user, by undertaking the transactions at the nominated access level, may incur transaction, service or other bank fees and charges.

The Bank is authorised to accept and act on the instructions of the contact person with regard to:

- acceptance of access codes;
- issuance of access codes to group users;
- seeking re-issue of an access code(s) to group users in groups other than the group in which the contact person may be a group user;
- receiving confirmation letters;
- requesting suspension of groups;
- removing suspension of a group of which he/she is not a group user;
- receiving communications from the Bank.

Apart from being known to the contact person and the group user authorised to use it, the access code must be kept confidential except where disclosed to the Bank for the purpose of obtaining access to Business Telephone Banking.

The Bank is entitled to act on any instruction received applicable to the nominated access level when the correct customer number, group number and access code are quoted to the Bank. The Bank will not be liable for acting on any such instruction.

You or the contact person will advise the Bank as soon as possible to seek suspension of a group if a group user is no longer authorised by you to have access to a group.

You will advise the Bank (by completing an access authority form) as soon as possible to replace your contact person if the current contact person is no longer authorised by you to fulfil this role. You accept that the Bank may need to suspend groups or use of Business Telephone Banking pending appointment by you of a replacement contact person.

You or the contact person will advise the Bank as soon as possible if you become aware that an access code has become known to someone not authorised to know it. The Bank may require that access code to be changed and may temporarily suspend the group affected.

The Bank may suspend a group, combination of groups or your access to Business Telephone Banking at any time or without notice to you if the Bank suspects a system or access violation or has any other reason to so act whether or not such reason is subsequently justified.

In the event of a group being suspended or access to Business Telephone Banking is denied, the contact person is to contact the Bank to discuss requirements to restore the service.

The Bank may require the contact person to answer certain verification questions prior to the Bank permitting the contact person to receive group users' access codes, or when the contact person is not able to correctly quote his/her own access code. If the contact person is not able to satisfactorily answer the verification questions, the Bank may suspend the contact person's access and group.

## **Services available**

With Business 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 Business Telephone Banking continue to apply.

Please refer to the terms and conditions for your deposit account for details of all fees and charges for the use of Telephone Banking Services.

## **Times of availability**

Self Service Telephone Banking available 24 hours a day, 7 days a week. Banker assisted Telephone Banking is provided 8am-8pm, Monday to Friday.<sup>1</sup> The Bank will do everything possible to ensure that Business Telephone Banking is available at the specified times. The Bank will also regularly correct and update information available to you.

We cannot, however, be held responsible for errors, inaccuracies, omissions or delays resulting from temporary failure of the Telephone Banking network, ancillary equipment and other circumstances beyond our reasonable control.

## **Ensuring your security**

To ensure security of transactions you make through Business Telephone Banking we will provide you with a customer number and an access code to be quoted each time you use the service. If access is required for more than one user, you will also be provided with group numbers when you first access Business Telephone Banking.

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 at any time if we believe or suspect it is being misused. When accessing Business Telephone Banking from a telephone where numbers dialled may be recorded (for example, hotels for billing purposes), you must use the Business Telephone Banking staff-assisted service to avoid your access code being recorded.

You or the group user can change your access code at any time provided you correctly quote your current access code. You should change your access code when first issued and then periodically or when you believe that your access code has become known to others.

You must immediately notify us if you know or suspect that your access code has become known to someone

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

else or you suspect that unauthorised transactions have been made on your account. Where this occurs please call Business Telephone Banking.

## 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 Business 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;
- 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).

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.

We do not consider that you have made a reasonable attempt to disguise your code if you only:

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

There may be other forms of disguise which may be similarly unsuitable because of the ease of another person working out your code.

You must ensure that the contact person and users comply with these requirements.

## Access to your accounts

You can use Business Telephone Banking to access those linked 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 Business Telephone Banking, your instructions will be carried out if they are permitted by the terms and conditions of your account(s). We cannot refuse an instruction once we acknowledge receipt of that instruction. However, we may defer action and seek further information from you, your contact person or group user or other parties before carrying out an instruction. In that case, you will be told promptly and will have the opportunity to respond.

## Funds transfers and credit card and bill payments and system cut-off times

Funds can be transferred between any of your accounts, including credit card accounts. A funds transfer constitutes a withdrawal from the account from which you make the transfer or payment and a deposit to the account to which you make the transfer or payment. System cut-off times may be varied at any time. Current system cut-off times to receive same day value to your account include:

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 or the group user make a transaction through Business 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, the Bank may impose a transaction value limit on amounts transferred from your account when using Business Telephone Banking. This may be done at any time without notice. If you transfer funds or make a BPAY payment using the help of a staff member the amount you can transfer is unlimited. Additional identification questions may be required for large amounts. If you use self-service phone banking, you can generally transfer funds for amounts of up to \$100,000 per transaction. However, the limit for transfers to or from a Tax Management account (TMA) is \$500,000 per transaction. If you are using BPAY, you can pay up to \$25,000 per transaction. However, certain credit card and TAB billers may be restricted to a lower daily limit. Please note that each BPAY biller may impose their own transaction amount minimum and maximum limits.

## **Call monitoring**

In order to monitor and improve quality and security it is agreed that we can, at our discretion, record transactions made through Business Telephone Banking. Privacy provisions required by law are observed.

## **Call costs**

You can register for and use the service from anywhere in Australia for the cost of a local call. Higher call charges may apply for overseas and mobile calls.

## **Cancelling your use of Business Telephone Banking**

You may terminate the use of Business Telephone Banking at any time by sending us a completed administration form available from our website or any branch. Alternatively, you can contact a Banking Representative on 132 142, who will complete the administration form and mail it to you to sign and return. Similarly, the Bank may end your use of Business Telephone Banking by mailing you a written notice.

## **Mistakes and concerns**

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

## **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. The BPAY Scheme cannot order a stop payment once you have instructed the Bank to make that payment.

## **Future dated payments**

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

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.

## **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 Business Telephone Banking.

## **Delays**

Delays might occur if another participant in the BPAY Scheme is not complying with its obligations. The Bank cannot be responsible for such delays.

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; or
- you think that you have been fraudulently induced to make a BPAY payment.

We will attempt to rectify any such BPAY payments (other than incorrect payment amounts that you must pay) 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 you make a BPAY payment because of the fraud of a person involved in the BPAY Scheme (eg. a biller), then that person should refund you the amount of the fraud-induced payment. If you are not able to obtain a refund then please advise the Bank and the Bank will inform you of other rights or recovery you may have under the BPAY Scheme rules.

### **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 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**

The account holder will not be liable for loss of funds if:

- unauthorised use took place before you, the contact person or group user retrieved/accepted your Business Telephone Banking access code or codes from the Bank; or
- unauthorised use took place after you had informed the Bank that your access code had been lost, stolen or used by someone without your authorisation; or

- 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 the above situations, we will credit that amount to the account.

The account holder will be liable for loss of funds if:

- a user was responsible for the mistake; or
- the payment was not authorised by a user and the user had not complied with their obligation to maintain the security of their access code(s).

In these situations, the account holder must pay us the amount if after 20 business days of us attempting to recover it from the payee we cannot do so.

## General Matters

### The Code of Banking Practice

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

Each relevant provision of the Code will apply to the Business Telephone Banking service. This is set out in our booklet 'Deposit Accounts for Business Customers Terms and Conditions' and includes information about:

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

## The ePayments Code

The ePayments Code governs certain electronic payments to or from your account where you are an individual. It does not apply to transactions performed using a facility that is designed primarily for use by a business and established for business purposes. We will comply with this Code where it applies.

## 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 concerns quickly and fairly. **Please talk to us first.** We aim to resolve your concern at your first point of contact with us. So please raise your concern 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

Email: Go to our website – [www.westpac.com.au](http://www.westpac.com.au) and click on 'Contact Us'

Fax: 1300 655 858

Mail: GPO Box 5265, Sydney NSW 2001.

Contact our Customer Relations Team

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

Contact our Customer Relations Team directly by:

**Telephone:** 1300 130 206

**Email:** Go to our website – [www.westpac.com.au](http://www.westpac.com.au) and click on 'Contact Us' and then click on 'Feedback and Complaints'

**Fax:** 1300 655 858

**Mail:** CRST, Reply Paid GPO Box 5265, Sydney NSW 2001

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

If we haven't been able to deal with your concerns 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 Service

GPO Box 3,

Melbourne VIC 3001

**Phone:** 1300 780 808

**Website:** <http://www.fos.org.au>

## **Factors that may influence our advice**

This document has been designed to help you choose the right product from the outset. When you ask for a recommendation, please be assured that our staff members will always explain your choices and point you to the product that best suits your needs. Sometimes our staff may be offered incentives, including cash incentives, for achieving or exceeding a sales target for a group of products or the total value for their sales. These incentives, however, are not awarded for selling one product over another, ensuring you'll always be recommended products based purely on your needs.

# Changes to terms and conditions

We may change the terms and conditions that apply to Business Telephone Banking at any time and will notify you of any changes.

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

Type of change	Timeframe	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 a fee	30 days in advance	In writing, electronically, or through media advertisement
Changes increasing your liability for electronic transactions	20 days in advance	In writing or electronically
Transaction limits on electronic transactions	20 days in advance	In writing or electronically
Government charges	In advance of the change, or as soon as practicable afterwards, unless the change has been publicised by a government agency, government or representative body	In writing, electronically, or through media advertisement
Any other change to a term or condition	In advance of the date of the change	In writing, electronically, or through media advertisement

By 'electronically', we mean by:

- electronic communication to your nominated electronic address (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 [www.westpac.com.au](http://www.westpac.com.au).

# Definitions

'**access authority form**' is a written application or authority submitted by you to the Bank in a prescribed form detailing the accounts, groups, group users, access levels or contact person plus other details to enable the Bank to permit access to Business Telephone Banking by group users.

'**access level**' is the level of access granted by an account holder to a nominated group user of Business Telephone Banking, where the group user is allowed to perform the type of transactions nominated for the account(s) within their group. The following access levels apply:

	Activity	Value	Non-Value (information only)	Account Maintenance <sup>1</sup>
Self-Service	Check home loan rate	✓	✓	✓
	Check interest earned	✓	✓	✓
	Check your BSB and Account Number	✓	✓	✓
	Balance enquiries	✓	✓	✓
	Transaction details	✓	✓	✓
	Obtain information on Term Deposit Specials for amounts up to \$250,000	✓	✓	✓
	Funds transfers	✓	✗	✗
	Bill payments	✓	✗	✗
	Order cheque/ deposit books	✓	✗	✓
Staff Assisted	Order voucher retrievals	✓	✗	✓
	Duplicate statement requests	✓	✗	✓
	Change statement cycle	✓	✗	✓
	Tracing requests	✓	✗	✓
	Stop cheques	✓	✗	✗
	Periodical payments	✓	✗	✗
	Term deposit advices	✓	✗	✗

1. Account maintenance is no longer available, but is supported for customers who registered with this access level prior to 20 August 2007.

**'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, Business Telephone Banking access code or Online Banking password.

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

**'authority'** is a written acknowledgment, in the prescribed form, provided to the Bank by a customer permitting access to Business Telephone Banking by an authorised person.

**'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.

**'BPAY'** is a registered trademark of BPAY Pty Ltd ABN 69079137518.

**'contact person'** means the person nominated by the account holder(s) to perform Business Telephone Banking functions.

**'customer number'** means the eight digit number given to identify you, your contact person and users by us.

**'group'** means the group of accounts nominated by the account holder(s) on the access authority form in which an account it owns may be included. This may include grouping the holder's account(s) with the account(s) of a group user (to the extent nominated by the holder on the access authority form), and between which transactions at the authorised access level may take place.

**'group number'** means the two-digit number provided to the contact person by the Bank and lodged by you with the Bank, which identifies the specific group to which a group user has access. There may be more than one group number belonging to each customer number.

**'group user'** means the person permitted by you as the account holder(s) to have access to your account(s) to conduct transactions according to the access level granted by you.

**'service'** refers to the Business Telephone Banking facility.

**'service owner'** means the owner of the customer number that is used to establish the service. Where the account holder has not licensed a third party to access the account holder's account using Telephone Banking on its behalf, the service owner is the Account Holder.

**'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 will be increasing the levels of control and monitoring we perform.

You should be aware that:

- Transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of any other country). Where transactions are delayed, blocked, frozen or refused, Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your use of Business 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 Business Telephone Banking is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

# Notes

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