Business Debit MasterCard®.

Terms and conditions.
Effective as at 1 July 2019.
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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.

The relevant provisions of the Banking Code apply to the banking services provided under these terms and conditions if you are a Small Business or an individual who is not treated as a business under the Banking Code.

‘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.


‘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.

‘Banking Code’ means the Australian Banking Association’s banking code of practice as updated, and adopted by us, from time to time.

‘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.

‘Contactless terminal’ means an electronic banking terminal which can be used to make a contactless transaction.

‘Contactless transaction’ means a transaction made by holding your card (which is capable of making a contactless transaction) in front of a contactless terminal and without having to insert or swipe the card.

‘Current balance’ means the total balance in your account which may include any uncleared funds.

‘Electronic banking terminal’ means any authorised terminal or device in which you can use your Card or Card and PIN. This includes:

• Westpac branch terminals in Australia;
• Westpac automatic teller machines in Australia;
• automatic teller machines of other selected financial institutions in Australia;
• automatic teller machines overseas bearing the MasterCard logo (Business Debit MasterCard only);
• automatic teller machines overseas bearing the Cirrus logo;
• electronic funds transfer at point of sale POS terminals;
• any other authorised terminal or device connected to the to the Bank’s electronic banking system from time to time.

‘Electronic equipment’ includes electronic banking terminals, computers, televisions and telephones.

‘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.
‘MasterCard® PayPass™ transaction’ means authorising a transaction by tapping your card on a contactless terminal and the ‘credit’ or ‘Debit MasterCard’ option automatically applies to that transaction.

‘Maximum daily spend limit’ means a limit applied to each limited access Westpac Business Debit MasterCard for any transaction made through a POS terminal when the cardholder selects the ‘credit’ or ‘Debit MasterCard’ option and for contactless transactions.

‘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 POS terminals debited to an account where ‘cheque’ or ‘savings’ options are pressed.

‘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’ or ‘Debit MasterCard’ option at an ATM or POS terminal.

‘Primary cardholder’ means each account signatory to whom we issue a card.

‘Small business’ has the meaning given to it in the Banking Code.
What you can do with your card

A Business Debit MasterCard, can be used to get access to the account holder’s funds at ATMs throughout Australia and overseas, and at outlets that have POS 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’ or ‘Debit MasterCard’ option on the POS terminal is selected you cannot also get ‘cash out’.

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

When a cardholder makes a transaction at an electronic banking terminal, the account holder authorises us to act on the instructions the cardholder enters into the terminal. When making a purchase at an electronic banking terminal the cardholder should ensure that the transaction amount is correct before they enter their PIN or otherwise use their card. By entering their PIN (or for some Westpac Business Debit MasterCard transactions when they sign a transaction voucher (where available) or hold their card in front of a contactless terminal) the cardholder indicates (on your behalf), your agreement that the transaction amount is correct.

The account holder may request any full access Business Debit MasterCard to be linked to up to two accounts. The primary account to which it is linked can be accessed by selecting the ‘cheque’ option or the ‘credit’ or ‘Debit MasterCard’ option at an electronic banking terminal. Any other account to which it is linked can be accessed by selecting the ‘savings’ option at an electronic banking 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 spend limit on a full access card by using the ‘credit’ or ‘Debit MasterCard’ option on POS and for contactless transactions. However, a **maximum daily transaction limit** applies for:

- cash withdrawals through ATMs debited to an account;
- transactions through POS terminals debited to an account where ‘cheque’ or ‘savings’ options 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’ or ‘Debit MasterCard’ option and cannot withdraw cash. A **maximum daily spend limit** applies to each limited access Business Debit MasterCard for any transaction made through a POS terminal when the cardholder selects the ‘credit’ or ‘Debit MasterCard’ option. 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 POS 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 their card.
How can a cardholder use the different types of Westpac Business Debit MasterCard?

<table>
<thead>
<tr>
<th>Purchase goods or services</th>
<th>Full access card (*subject to maximum daily transaction limit)</th>
<th>Limited access card (**subject to maximum daily spend limit)</th>
</tr>
</thead>
<tbody>
<tr>
<td>At merchants in Australia or overseas – by pressing the ‘credit’ or ‘Debit MasterCard’ option and entering your PIN or signing the transaction slip (where available).</td>
<td>✓</td>
<td>✓**</td>
</tr>
<tr>
<td>At merchants in Australia or overseas – by holding the card to the contactless terminal and waiting for the transaction to be confirmed. In Australia there is no need to sign or enter a PIN for purchases of $100 or less.</td>
<td>✓</td>
<td>✓**</td>
</tr>
<tr>
<td>At merchants in Australia – by pressing the ‘cheque’/‘savings’ option (if applicable) and entering the cardholder’s PIN</td>
<td>✓*</td>
<td>✗</td>
</tr>
<tr>
<td>Over the phone – by quoting the card number and expiry date on the front of the card</td>
<td>✓</td>
<td>✓**</td>
</tr>
<tr>
<td>Over the internet – by using the card number and expiry date on the front of the card</td>
<td>✓</td>
<td>✓**</td>
</tr>
</tbody>
</table>

**Withdrawal of cash at ATMs**

| By pressing the ‘cheque’/‘savings’/‘credit’ button and entering the cardholder’s PIN | ✓* | ✗ |

All transactions made using a Business Debit MasterCard (including transactions using the ‘credit’ or ‘Debit MasterCard’ option on a POS 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 Customer Terms and Conditions.
Authorising Business Debit MasterCard transactions

When you use your Business Debit MasterCard® to make purchases by selecting the ‘credit’ or ‘Debit MasterCard’ option, you make a PayPass transaction or you use your 16-digit card number to purchase goods or services, the ‘credit’ or ‘Debit MasterCard’ option automatically applies to that transaction. This section applies to your use of your card when the ‘credit’ or ‘Debit MasterCard’ option is used to process the transaction.

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’ or ‘Debit MasterCard’ option for POS 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 POS transactions that use the ‘credit’ or ‘Debit MasterCard’ option 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 POS facility and selecting the ‘credit’ or ‘Debit MasterCard’ option, 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’ option at the fuel pump, or where the card is used to pay for purchases inside the petrol station.
Rules about your Business Debit MasterCard

Overdrawing the accounts

Using the ‘credit’ or ‘Debit MasterCard’ option at an electronic banking terminal 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 Terms and Conditions.

Cards and PINs

Cards will be mailed to you 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). Visit westpac.com.au to find out how. 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 travelling 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 MasterCards 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 ‘credit’ option.

Transaction fees apply to the use of ATMs overseas (except for ATMs participating in the Global Alliance, where the ‘savings’, ‘cheque’ or ‘debit’ options 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 Deposit Account for Business Customers Terms and Conditions.

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.

**Reversing a transaction**

In some circumstances, card scheme rules allow us to charge a transaction on the account back to the merchant with whom you made the transaction. This is known as a chargeback.

You should report a disputed transaction to us as soon as possible so that we may reasonably claim a chargeback right. Chargeback rights are not available for all types of transactions.

For example, we cannot claim a chargeback in relation to BPAY Payments from the account. If it is available, we will claim a chargeback right for a transaction on your account if:

- you ask us to do so; and
- you give us the information and material we require to support a chargeback, within 30 days after the date of the statement on which the transaction is recorded. Otherwise any chargeback right we have may be lost.

The timeframe for disputing a transaction may not apply where the ePayments Code applies.

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

Whether you are purchasing goods or services online, by phone or pressing the ‘credit’ or ‘Debit MasterCard’ option on a POS terminal or holding your card in front of a contactless terminal, the fraud detection system will help to protect your Westpac Business Debit MasterCard from fraudulent transactions 24 hours a day, 7 days a week. The fraud detection software monitors your usual card spending and can detect unusual spending patterns of transactions. If the system 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, part of your name, 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 POS 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:

- (for a transaction that requires the use of a card and/or PIN)
• 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

• require the use of the card and/or PIN and happen before the cardholder receives their card and/or PIN (including a replacement or reissued card or PIN). For the avoidance of doubt, receiving a PIN includes setting a PIN for the first time when a card is first issued; 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; 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 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
Email: Go to our website www.westpac.com.au and click on ‘Contact Us’.
Fax: (02) 8253 3707

Contact our Customer Relations and Support Team

If we can’t resolve your complaint at your first point of contact with us, we will escalate it to our Customer Relations and Support Team.

You can also contact our Customer Relations and Support Team at:

Telephone: 1300 130 206
Email: Go to our website www.westpac.com.au and click on ‘Contact us’ and then click on ‘Feedback and Complaints’.
Fax: 1300 655 858

What to do if you are still unhappy

If you are not satisfied with our response or handling of your complaint, you may be able to lodge a complaint with the free, independent external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA). AFCA’s details are set out below.

Australian Financial Complaints Authority
Online: www.afca.org.au
Email: info@afca.org.au
Phone: 1800 931 678 (free call)
Mail: Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001
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 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 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. We may also give you a shorter notice period (or no notice) if we believe that it is necessary to avoid, or to reduce, a material increase in our credit risk or our loss.
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.

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.

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.
Anti-Money Laundering and Counter-Terrorism Financing Obligations

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

You should be aware that:

• transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of any other country). Where transactions are delayed, blocked, frozen or refused Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your Westpac Debit MasterCard.

• we may from time to time require additional information from you to assist us in the above compliance process; and

• where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties.

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

(a) you will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country); and

(b) the underlying activity for which Westpac Business Debit MasterCard is being provided does not breach any Australian law or sanctions (or the law or sanctions of any country).