

# Private Bank Cheque Account

Terms and conditions  
(no longer for sale)

Effective as at 13 September 2021

This booklet sets out the Terms and Conditions of your account.  
These terms are legally binding on you in your dealings with us.

This document is effective 13 September 2021. The information in it is subject to change. We will provide updated information by giving you notice (if this were required, such as if the change were materially adverse to you) or by posting the information on our website. You can get a paper copy of any updated information without charge by contacting your Private Banker.

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# Part 1

## Summary of fees and charges

Up to date information on current standard fees, charges and any interest rates is available on request.

Fees	Private Bank Cheque Account
Account-Keeping Fee (formerly known as 'Monthly Service Fee')	Free
Free Monthly Withdrawal Allowance <sup>1</sup>	Unlimited
Free Monthly Telephone Banking Enquiries	Unlimited
<b>Transaction Fees (charge per transaction when free withdrawal allowance is exceeded)</b>	
Telephone Banking (automated)	Free
Telephone Banking (staff assisted)	Free
Westpac Online Banking	Free
Westpac Group branded ATM	Free
eftpos	Free
Cheque Withdrawals <sup>2</sup>	Free
Direct Debits	Free
Branch Staff-Assisted Withdrawals	Free

## Summary of features and benefits

Features	Private Bank Cheque Account
Who is eligible to open one?	Private Bank customers only. This product is no longer available for sale.
Are funds at-call?	✓
Will I get regular statements?	Monthly
Will I earn interest?	✓
Is bonus interest paid to the account?	✗
How often is interest paid?	Monthly
Can I make Periodical Payments?	✓
Is there an overdraft <sup>1</sup> facility available? <sup>2</sup>	✓
Is cheque <sup>1</sup> access available? <sup>2</sup>	✓

1. Based on when we process the withdrawal to your account, which may be on a date after the day on which you make the withdrawal.

2. Available to customers over the age of 18 years old.

## Summary of features and benefits

Features	Private Bank Cheque Account
Can I pay bills using BPAY®?	✓
Is there an interest offset facility?	X
Is Westpac Debit Mastercard® <sup>3</sup> and Handycard access available?	✓
Online and Telephone Banking 24 hours 7 days	✓

## Other bank charges

Fees	Private Bank Cheque Account
Non-Westpac Group <sup>1</sup> ATM withdrawal <sup>4</sup>	Nil
Non-Westpac Group <sup>1</sup> ATM enquiries <sup>4</sup>	Nil
Overseas Withdrawal Fee (formerly known as 'Overseas ATM Cash Withdrawal Fee') <sup>5</sup>	\$5.00
Overseas ATM Balance Enquiry	Nil
Foreign Transaction Fee <sup>6</sup>	The fee amount charged is dependant on the nature of the transaction <sup>6</sup> .

1. Based on when we process the withdrawal to your account, which may be on a date after the day on which you make the withdrawal.
3. Customers must be over the age of 14 and have an Australian residential address.
4. Non-Westpac Group branded ATMs may apply an ATM operator fee by the ATM Owner, which is disclosed at the time of the transaction on the ATM screen. This fee will be debited on the day (or next business day) of the transaction and itemised separately on your statement.
5. Nil for cash withdrawals from ATMs belonging to institutions in the Global ATM Alliance. Details of how to access your accounts using overseas ATMs and of participating institutions in the Global ATM Alliance are available. Visit [westpac.com.au](http://westpac.com.au) and search 'Global ATM Alliance'. Some overseas banks may also apply a surcharge to withdrawals from their ATMs. This should be drawn to your attention before you proceed with your transaction. This surcharge amount will be added to your withdrawal amount, converted to Australian dollars and debited to your account as one transaction.
6. The foreign transaction fee is payable and will be incorporated into the \$AUD transaction amount shown on your statement. The fee charged will either be:
  - a. 3% of the \$AUD transaction amount where a transaction is made in foreign currency and the merchant or financial institution accepting the card is located outside Australia (comprising of a 2% Westpac processing fee plus 1% Westpac on-charged scheme fee)
  - b. 2.2% of the \$AUD transaction amount where a transaction is made in foreign currency and the merchant or financial institution accepting the card is located in Australia (comprising of a 2% Westpac processing fee plus 0.2% Westpac on-charged scheme fee).

\* Registered to BPAY Pty Ltd ABN 69 079 137 518.

## Summary of fees and charges

Transaction type		Fee
Bank cheques	Issue of a Bank cheque	
	- staff assisted	\$10.00
	- online	Free
	Refunding a Bank cheque no longer required - original presented	Free
	Refunding/Replacing a Bank cheque - original lost, stolen or destroyed	Free
Cheques - special answer	Cheques processed through the clearing system, and phone or mail clearance is obtained 'On-the-spot' clearance at the branch on which the cheque is drawn Items delivered to another branch or bank (where available)	Free
Cheques - stop payments	Stopping a cheque payment due to a lost or stolen cheque book where cheques are not signed	Free
	All other cheques (such as those you have signed but have decided to stop)	\$12.00 per cheque
Optional deposit service	Mail credits	
	- if a deposit slip is included in the envelope with the deposit	Free
	- if a deposit slip is not included in the envelope with the deposit	\$2.00
	Deposits to accounts held at other banks or financial institution:	
	- by a branch staff	\$5.00
	- by a 'pay anyone' on Westpac Online Banking	Free
Outward dishonour	A transaction that is dishonoured due to insufficient available funds in the account	Free
Periodical payments	Between Westpac branded accounts	Free
	From a Westpac branded account to a non-Westpac branded account (including at another Australian Financial Institution)	Free
	From an eligible Westpac branded account to an account at an overseas financial institution via Overseas Telegraphic Transfer	Please refer to the section in the Westpac Deposit accounts for personal and self-managed superannuation fund customers terms and conditions under 'Overseas Telegraphic Transfer (Outward)' for the applicable fees for international periodical payments.
	By Bank Cheque	Please refer to the section in this table under 'Bank Cheque' for the applicable fees for periodical payments made via bank cheque.
	Periodical Payment not made (for lack of funds in your account)	Free

# Part 2

## Section A Introduction

### 1. Your bank

The advisory services and the banking products you'll find in this booklet are provided to you by:

Westpac Banking Corporation ABN 33 007 457 141  
275 Kent St, Sydney NSW 2000  
Australian Financial Services Licence and Australian  
Credit Licence Number 233714.

We encourage you to read this booklet. Keep it handy so you can refer to it when you have questions.

### 2. Changes to terms and conditions

We may change the terms and conditions that apply to:

- your accounts
- your account access channels (eg Telephone Banking, Westpac Online Banking, Westpac Debit Mastercard®, Handycard access etc.) or
- any product or service outlined in this booklet.

We'll always let you know if, for any reason, the terms and conditions of your account 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. 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. We may notify you of changes as set out in the following table:

Type of change	Timeframe	Method of notification
Minimum monthly balance required to waive the account-keeping fee (formerly known as 'monthly service fee')	30 days in advance	In writing, electronically, or through media advertisement
New fee or increase in fee for performing electronic transactions, or issuing or replacing a device used to conduct electronic transactions (such as a card or 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
Interest rate changes	No later than the date of the change, except where the rate is linked to money market rates or other rates - changes to which we cannot notify you of in advance	In writing or electronically
Change in the way interest is calculated, charged or paid to your account - or to the balance tiers which determine the interest rate or rates	30 days in advance	In writing or electronically
Changes increasing your liability for electronic transactions	30 days in advance	In writing or electronically

Type of change	Timeframe	Method of notification
Transaction limits on electronic transactions, a facility or electronic equipment, including Debit Mastercard and Pay Anyone transactions	30 days in advance	In writing or electronically
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 email 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).

### 3. Definitions

To assist you with reading his booklet, listed below are some definitions for terms which are used throughout this document.

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

**‘ATM’** means any authorised automatic teller machine.

**‘Available balance’** means the current balance less any unsettled transactions (including cheques deposited that have not yet been cleared or Westpac Debit Mastercard® transactions pending authorisation) plus any credit limit you may have on your account.

**‘Bank@Post™’** includes selected Australia Post Offices where you can deposit or withdraw cash and check your account balance.

**‘the Bank’** ‘we’ and ‘us’ means Westpac Banking Corporation.

**‘Basic Single Credit Transfer’** means a credit payment message, other than an overlay service payment or an international funds transfer instructions payment, sent by a New Payments Platform (NPP) participant via the NPP basic infrastructure for the benefit of a payee with another NPP participant.

**‘Business day’** Where we mention ‘business day’ within this booklet we are referring to 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 any authorised card issued by us for your account or for which we allow you to link to your account including a Westpac Debit Mastercard or a Handycard.

**‘CDM’** means any authorised Coin Deposit Machine in selected branches where you can use your Card and PIN to deposit coins.

**‘Code’** means a PIN, Telephone Banking access code, Westpac Online Banking password or any similar information which may be required in order to make electronic funds transfer transactions to or from accounts, and which the user is required to keep secret.



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

**‘Device’** means an article we give to a user to perform electronic transactions.

**‘Direct debit’** means a payment you have authorised a third party (this includes a person, company, or merchant) to debit from your account at set times, by using your BSB and account number.

**‘eftpos’** means debit card payment system owned and administered by eftpos Payments Australia Ltd ABN 37 136 180 366.

**‘Electronic equipment’** means electronic terminals (eg ATMs, POS terminals and terminals located at the counter in a branch), computers, televisions and telephones.

**‘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.

**‘Identifier’** means information that a user knows and must provide to perform an electronic transaction but is not required to keep secret.

**‘Mastercard PayPass™ transaction’** means authorising a transaction by tapping your Debit Mastercard on a PayPass terminal.

**‘Merchant’** means a provider of goods or services who accepts payment by card.

**‘Mistaken Internet Payment’** means a ‘Pay Anyone’ payment (other than one made using BPAY®) made by you to an account of an unintended recipient, because you entered an identifier, BSB, and/or account number that doesn’t belong to the intended recipient, as a result of: (a) your error; or (b) you being advised of the wrong identifier, BSB, and/or account number.

**‘Non-Westpac Group branded ATM’** refers to any ATM which is not branded Westpac or St.George or BankSA or Bank of Melbourne.

**‘Osko’** means the Osko payment service administered by BPAY.

**‘Osko Payment’** means a Pay Anyone payment made using the Osko service.

**‘Other Bank’** means any bank or financial institution which is not part of the Westpac Group. Westpac Group means Westpac Banking Corporation and its related bodies corporate.

**‘PIN’** means the Personal Identification Number used in conjunction with your Card.

**‘POS’** means point of sale.

**‘Recurring payment’** means a payment you have authorised a third party (including a person, company or merchant) to charge your Debit Mastercard or Handycard number at set times.

**‘Smart ATM’** means any authorised automatic teller machine that accepts deposit.

**‘Tokenised Credentials’** means the unique number created in some circumstances by the card scheme (Mastercard or eftpos) which represents your card number and may be used by a merchant to process payments.

**‘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.

**‘Westpac Group branded ATMs’** refers to any ATM which is branded Westpac or St.George or BankSA or Bank of Melbourne.

# Section B

## General Matters

### 4. 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.

### 5. The ePayments code

The ePayments Code governs certain electronic payments to or from your account where you are an individual. For example, using your credit card or debit card at ATMs, online payments, telephone banking payments and Bpay. We will comply with this Code where it applies.

### 6. 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

The 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.

Australian Financial Complaints Authority

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

## 7. What happens if your details change?

If your address or other relevant details change, please notify us as soon as possible. This can be done easily by contacting your Private Banker.

If the account signatories change, please notify us as soon as possible by contacting your Private Banker.

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.

## 8. Privacy and confidentiality

Westpac's Privacy Policy explains our commitment to the protection of your personal information. You may obtain a copy of our Privacy Policy from your Private Banker or by calling Telephone Banking on 132 802 or visiting our website at [westpac.com.au](http://westpac.com.au)

The Bank has a general duty of confidentiality towards you, except in the following circumstances:

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

### 8.1 Foreign Tax Residents

We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may ask you whether you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident from time to time, such as when you open an account with us, or if your circumstances change. If you do not provide this information to us we may be required to limit the services we provide to you.

Unless you tell us otherwise, by completing any application for products covered by these terms and conditions, you certify that you, any shareholder, named beneficiary, settlor or controlling person is **not** a foreign tax resident. You must tell us if you, or any shareholder, named beneficiary, settlor or controlling person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (eg for beneficiaries identified only as a class) you must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify such beneficiary and, in any case, before such distribution is to be made to them. You may contact us to provide foreign tax residence information by calling 1300 725 863.

We cannot give tax advice, so please contact your independent tax advisor if you need help finding out whether any person is a foreign tax resident.

## 9. Recommending banking solutions that meet your needs

This booklet has been designed to help you choose the right accounts. By discussing your individual needs and circumstances with us, we are able to recommend the most suitable product or service. Please be assured that all recommendations are given in the best interests of our customers and that there is always a reasonable basis for the advice that is given.

Advice provided by our staff is provided to you on behalf of Westpac Banking Corporation. It is important that the information our customers provide to us is accurate information as it is this information which we rely upon in providing our recommendations. If the information you have provided is inaccurate or incomplete, you should consider the appropriateness of the advice in regards to your personal circumstances.

Please note that when selecting, retaining or realising investments relating to our deposit accounts, we do not take into account labour standards or environmental, social or ethical considerations.

## 10. Communication with you

We will use or disclose your personal information to contact you or send you information about other products and services offered by the Westpac Group or its preferred suppliers. Please advise your Private Banker or call us on 132 802 if you do not wish to receive marketing communications from us.

## 11. Legal and Regulatory Compliance

To meet our regulatory and compliance obligations (including those relating to anti-money laundering and counter-terrorism financing) or to manage associated risk, we may:

- block or place a stop on your card; and/or
- delay, block, freeze or refuse a transaction.

These measures may be taken where we have reasonable grounds to believe that:

- a transaction breaches Australian law or sanctions (or the law or sanctions of any other country); or
- your account and/or card is being used fraudulently or in a way that might cause you or us to lose money.

We may take these measures for as long as we reasonably need to investigate the transactions. Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with the relevant product.

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

- you must 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
- the underlying activity for which any product is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

You should also be aware that:

- we may from time to time require additional information from you to assist us to comply with our regulatory and compliance obligations or to manage associated risk; and
- where legally permitted 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.

### 11.1 Appropriate use of our services

You warrant that your use of the services we provide will not breach any law of Australia or any other country.

Where we consider it necessary for us to meet our regulatory and compliance obligations:

- (a) you must provide us with any information we reasonably request;
- (b) we will disclose information we hold to regulatory and law enforcement agencies (including the Australian Tax Office), other financial institutions, third parties and members of the Westpac Group; and
- (c) we may delay, block, suspend or refuse to provide any of our services to you or close your Account.

We will not be liable to you or any other person for any loss or damage of any kind that may be suffered as a result of us exercising our rights under this clause.

# Section C

## A guide to using your account

### 12. Customer identification

#### 12.1 What we need from you

This account is no longer for sale, however we may need some important details from you. Apart from details like your name, address, date of birth and your occupation, you'll need to supply certain documents and information to the Bank.

#### 12.2 If this is your first account with us

Under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, it's required that account holder(s), along with all signatories to the account, must be identified, so if you're new to Westpac this applies to you. You can meet the identification requirements by completing a **Westpac Customer Identification Procedure** which involves providing identity documentation to the Bank.

For information on documents required under Westpac's **Customer Identification Standards** please contact your Private Banker or refer to our website [westpac.com.au/aml](http://westpac.com.au/aml).

If the account holder or any of the signatories to an account are not identified in terms of the Act, the account will be blocked for all withdrawals, until they are identified. If you are an existing customer, you may have already provided the identification required so you don't need to provide it again unless you are asked to do so by us.

### 13. Providing us with your Tax File Number

Each time you open an account that earns interest, you'll be asked if you wish to provide your Tax File Number. We are authorised under the Income Tax Assessment Act 1936 to collect TFNs of account holders.

For joint accounts, a minimum of two TFNs from the account holders is required. For accounts in trust for someone else (such as your child or children) you should quote your own TFN. If a formal trust has been established, you can quote the trust's TFN.

#### 13.1 What happens if I don't provide my Tax File Number?

It is not compulsory to provide a TFN or ABN in relation to an account. However, if you choose not to provide your TFN or ABN, we may be required by law to deduct tax at the highest marginal tax rate plus the Medicare Levy from interest earned on the account.

#### 13.2 When don't I need to provide a Tax File Number?

If you are exempt from providing a TFN, let us know the type of exemption applicable to the account so that we will not deduct tax from interest earned on the account. If the account is for a child under 16 and interest income earned on the account is likely to be \$420 or more per year pro-rata, it is advisable to quote a TFN. Otherwise, interest earned on the account will be subject to withholding tax.

If you are a non-resident of Australia, you are exempt from providing a TFN but will generally be subject to withholding tax on the interest earned on the account.

The information contained in the section 'Providing us with your Tax File Number' does not constitute tax advice and is based on current tax laws and their interpretation.

#### 13.3 Will the bank disclose any information to the Australian Taxation Office about my accounts?

The Bank is required to report details of interest/dividend income earned, withholding tax deducted and Tax File Numbers quoted on an account, to the Australian Taxation Office annually. The collection of Tax File Numbers and their use and disclosure are strictly regulated by the *Privacy Act* (1988).

### 14. Giving someone else the authority to use your account

The account holder(s) can authorise another person or person(s) to operate one or all of their accounts by completing a Notice of Authority. The Notice of Authority sets out the things that an authorised person can do in respect of the account.

The account holder(s) or third party may cancel the authority to operate at any time; however the account holder(s) will be liable for:

- any transactions made prior to the authority being cancelled, regardless of when the transactions are debited to the account(s) and
- any future dated payments, cheques, authority debits, Periodical Payments, bill payments, drafts, bills of exchange, or promissory notes established by the third party prior to the cancellation of the authority.

The Bank may also cancel the third party's right to operate the account at any time if it reasonably believes that there may be a dispute relating to the account or authority.

If the authority relates to a Westpac Debit Mastercard\* (where held by Victorian customers only):

- Westpac may issue an additional Westpac Debit Mastercard to any person nominated by the account holder, provided that each person is over the age of 14 years and
- the account holder is responsible to Westpac for the use by a third party cardholder of their Westpac Debit Mastercard.

Please note, however, that the third party will not be able to:

- open new accounts
- alter the account holder's details on the account
- add or delete any other third party on the account to which they have access or
- transfer the account(s) between branches.

Please note the following points regarding cheque books and statements:

- any cheque books issued on the account (where available) will be issued free of charge and will bear the name of the account holder
- cheque books will be mailed to the account holder's mailing address unless alternative arrangements are made by the account holder
- cheque books and statements cannot be sent to a branch for collection, except in exceptional circumstances and all transactions will appear on the account statement, however the statement narrative will not identify the initiator of the transaction.

The account holder will be liable for any transactions made by the third party and any associated fees and charges. The account holder can cancel a third party authority at any time by contacting their Private Banker. After cancellation, the account holder(s) needs to be aware that he or she will be liable for any transactions made on the account prior to the authority being cancelled, regardless of when they are debited to the account.

## 15. Operating your accounts

You can get up-to-date information on your accounts 24 hours a day, 7 days a week. Accessing this information can either be free or incur a fee, depending on the type of service you choose and the frequency of your request.

### 15.1 Current account information and account statements

A statement will be issued at least monthly. However, we may not provide you with a statement for a statement period if your account has a zero balance and there were no transactions during that period (except that a statement will always be issued at least every six months, even if there have been no transactions posted to the account during this period). Where applicable, we may cease mailing statements to you if after taking reasonable steps, we are unable to locate you. You may ask for statements to be sent to you more often.

As an alternative to receiving paper statements in the mail, you may elect to obtain electronic statements on your account from our website — [westpac.com.au](http://westpac.com.au), using our Westpac Online Banking service.

You must be registered for Westpac Online Banking, supply us with a valid email address and satisfy any other applicable eligibility criteria. The electronic statements option may be selected through Westpac Online Banking.

Remember, statements are an important part of your banking and finances in general.

Please be advised that:

- all entries on statements should be checked carefully and any apparent or possible unauthorised transaction promptly reported to the bank. (If you have an enquiry regarding an entry on your statement refer to 'what to do if you have a problem or dispute' in this booklet)
- you should retain transaction records or transaction record numbers to confirm against items appearing on the statement of your account and
- it will assist any claim you may need to make regarding any lack of authority, including forgery, or any other discrepancy if you notify us, within three months of receiving your statement of account, if there is any cheque noted on your statement which we have paid but you did not authorise, or if any other amount(s) has been debited to your account without your authority.



## 15.2 Different ways of making deposits

There are many options for paying money into your account. Choose the ones that are convenient for you from the options below.

Type of deposit	Deposit options
Branch	To deposit a cheque or cash to your account over the counter, or to transfer funds between accounts. You can also deposit money into an account held at another bank, building society or credit union.
Express Deposit Facility	For depositing cheques only. This service is available in the branch and allows you to use our pre-printed supplied envelopes to lodge your deposit in the Express Deposit facility without having to wait.
Periodical Payment	For making regular loan payments or regular deposits to a savings or investment account with us or at another bank. This service helps you avoid unnecessary trips to the branch-while remaining sure your payments will be made on time, subject to there being sufficient cleared funds in your account on the business day before the payment is to be made.
Westpac branded ATM Deposit and Transfers	Only select Westpac branded ATMs attached to a branch can accept cheques or cash deposits. (Please note, coins may not be deposited via the ATM). Transfer funds between your Westpac account linked to your card.
Westpac Online Banking	When you want to transfer funds between your accounts or deposit money into another person's account held at another bank or with us.
Telephone Banking	When you want to transfer funds between your accounts, either by speaking to a staff member or using the automated service.
Mail credit	When you want to mail a cheque deposit to us. We recommend you send only cheques through the mail, and include a completed deposit slip.
Direct credit	When you want to arrange for a deposit to be automatically paid into your account (eg a direct salary credit).
Westpac branded ATM Transfers	Transfer funds between your Westpac accounts.

### Deposit books

A deposit book can be issued on your account fee-free.

### Rules about depositing

If you are making a deposit through the mail or in a Westpac branch via the Express Deposit facility, remember a completed deposit slip must be included. Generally there is no maximum amount that can be deposited into an account, however, we reserve the right to set a maximum amount of deposit on any account at any time with immediate effect.

**Deposits at ATMs, CDMs and Bank@Post™**

If you make a deposit at a Westpac branded ATM attached to a branch we will be responsible for the security of the deposit from the time the deposit is made and validated by the ATM.

- (a) If you make a deposit at a Westpac branded Smart ATM, the amount of your deposit is subject to verification by us. The amount validated by the ATM then agreed by the depositor is the amount that will be credited to your account.
- (b) When depositing into a Westpac branded Smart ATM:
  - cash deposits are credited to your account on that day\*;
  - cheque deposits are credited to your account that day but are not available for withdrawal until all funds have been cleared.

- (c) If you make a deposit at a Westpac branded Coin Deposit Machine (CDM) the amount of your deposit is subject to verification by us. The amount validated by the CDM is the amount that will be credited to your account. When depositing coins into a Westpac branded CDM coin deposits are credited to your account on the day\* the deposit is made.
- (d) \*Please note: Processing and cut-off times will vary depending on the time of day the cash deposit is made.
- (e) Within any 24-hour period, a deposit limit may apply to the cash that can be deposited at a Smart ATM, CDM or Bank@Post. For Smart ATM and CDM processing and cut-off times visit [westpac.com.au](http://westpac.com.au) and search 'ATM features' or visit your local branch. Such cash deposit limits may change from time to time at our discretion.



## 15.3 Different ways of making withdrawals

Apart from uncleared cheques, your money is held for whenever you need it and is available for withdrawal at any time, provided you have been identified using one of the acceptable forms of identification when you opened your accounts.

Type of withdrawal	Withdrawal options
BPAY	Bills featuring the Bpay logo can be paid directly from your accounts via Westpac Online Banking or Telephone Banking.
Cash (from a branch)	Withdraw cash from the branch using your Westpac Debit Mastercard®, Handycard and PIN, or by completing a signed withdrawal slip/personal cheque and having your signature verified to branch records.
Cash (from an ATM within Australia)	Withdraw cash from an ATM using your Westpac Debit Mastercard, Handycard and PIN, 24 hours a day, 7 days a week.
Cash (from an ATM overseas)	Use your Westpac Debit Mastercard or Handycard via the Mastercard network.
Cash (using eftpos)	Where this option is offered by the merchant, withdraw cash at the same time you make a purchase with eftpos.
Cheque	A cheque provides a convenient way of paying a bill. Cheque withdrawals are only valid if your account allows cheque access.
Direct debit	When you want a third party to automatically debit your account to pay for applicable goods or services received when you quote your account number and BSB (eg a direct telephone debit).
Periodical payment	For making regular loan payments or regular deposits to a savings or investment account with us or at another bank. This service helps you avoid unnecessary trips to the branch – while remaining sure your payments will be made on time, subject to there being sufficient cleared funds in your account on the business day before the payment is due to be made. Periodical Payments can be arranged via Telephone Banking, or by visiting any branch. You simply authorise us to make regular payments for you.
Recurring payments	When you want a third party to automatically debit your Westpac Debit Mastercard to make recurring payments for goods or services when you quote your 16-digit card number and expiry date (eg Medical Fund or gym membership).
Transfer funds (to one of your own accounts within the bank)	Funds can be transferred easily between Westpac accounts via Telephone Banking, Westpac Online Banking, at selected ATMs (linked accounts only) or at any branch.
Transfer funds (to an account outside the bank or another person's account with the bank)	Funds can be transferred to other accounts with us or accounts at most other banks, building societies or credit unions in Australia by using Westpac Online Banking or at any branch. An international payment facility is also available through Westpac Online Banking or at any branch.

## 15.4 Overdrawing your accounts

At times, you may make a transaction which takes your account into negative balance (or further into negative balance) or beyond any formal overdraft arrangement on your account – for example:

- where, at our discretion, we honour a direct debit, a scheduled payment (including BPAY), ATM withdrawal, purchase using a card linked to your account or honouring a cheque when there is insufficient available funds in the account;
- when a card purchase does not require our authorisation, systems are unavailable or a merchant settles a transaction late; or
- where the transaction draws from uncleared funds in the account.

We are under no obligation to allow a transaction to overdraw your account. If we decide not to allow it, we will decline the transaction.

If you make a withdrawal transaction in any of the circumstances set out above, we will treat the transaction as an application by you for credit.

If your account is overdrawn, we will charge you debit interest. For further information please refer to clause 18.3 in this booklet.

To organise an overdraft on your account contact your Private Banker.

### Overdraw Preference Feature

The Overdraw Preference feature is available on personal accounts other than accounts held by persons under 18 years of age or account managed by a Private Banker. On eligible accounts, the feature is, by default, enabled, unless it has been disabled at your request or at our discretion. When enabled, we may allow direct debits, periodical payments, cheque withdrawals and scheduled payments (including BPAY) to overdraw your account, or increase the amount already overdrawn at the time of the transaction. If your account is overdrawn, we will charge you debit interest.

You can request to change your account Overdraw Preference by calling us or visiting your nearest branch, and online when the feature is available in Online Banking. If you have provided a valid email address and mobile phone number to us, you will receive an email or SMS notification on the update.

**Please note:** The Overdraw Preference will be updated on the account, and effective for all authorised persons. The update will be effective by the end of the day, unless it is not a business day then it is effective by the end of next business day.

If you request for the Overdraw Preference feature to be disabled, we will decline (where possible) any direct debits, periodical payments, cheque withdrawals and scheduled payments (including BPAY) that would cause your account to become overdrawn, or further overdrawn on the next business day after processing.

Some transactions may still cause the account to become overdrawn where:

- (at the relevant time) any of our relevant systems is off-line or otherwise impaired or interrupted;
- the authorisation request is not sent to us, or received by us, for our review and for processing by our system (which may occur, for example, where the transaction is made using a cheque or a card linked to your account); or
- it is impossible or reasonably impractical for us to prevent your account from being overdrawn.

Under these scenarios, we will charge you debit interest.

### Where we honour a payment and your account(s) show a negative/debit balance

If:

- we do honour a cheque or pay a transaction (eg Periodical Payment, Westpac Debit Mastercard®, direct debit or other electronic withdrawal transaction initiated by you) which overdraws your account(s) where no formal overdraft arrangements exist or
- a fee or charge debited to your account(s) results in a negative balance in your account(s).

Then you will, at the time the negative balance arises, owe us a debt of the amount by which your account(s) are overdrawn. We agree that you have a period of 20 days within which to repay that debt. Accordingly you must, by the end of that 20 day period, return the account(s) to a positive balance unless within that period you ask us for, and we approve, an overdraft arrangement.

Please note that you cannot depend on us honouring a transaction that would overdraw your account. We are under no obligation to honour cheques, or to pay other customer-initiated transaction that would exceed the balance of available funds in your account unless formal overdraft arrangements are in place.

If we honour a payment in any of the circumstances set out above, this can save you the inconvenience of having to write another cheque or make other arrangements.

You must ensure that you do not overdraw your account(s) regularly. Even if we do honour a transaction, or do so more than once, it does not mean we have any obligation to do so in the future. If we decide not to allow it, we will decline the transaction (refer to 'Overdraw Preference Feature' section for more information). Any deposits into your account will be first applied to the amount by which your account is overdrawn including fees and any accrued interest on that amount. If you are receiving government benefits paid into the account and need access to the payment which has been applied to an overdrawn amount, please contact your Private Banker or call Telephone Banking to discuss options that may be available.

#### **Accounts held by persons under 18 years of age**

The Overdraw Preference feature is not available for these accounts.

When one or more account holder is under 18 years of age, other than where formal overdraft arrangements exist, the account will not become overdrawn except where it is impossible or reasonably impractical for us to prevent your account from being overdrawn.

This may be, for example:

- where (at the relevant time) any of our relevant systems is off-line or otherwise impaired or interrupted; or
- where the authorisation request is not sent to us, or received by us, for our review and for processing by our system (which may occur, for example, where the transaction is made using a cheque or card linked to your account); or
- where it is impossible or reasonably impractical for us to prevent your account from being overdrawn.

#### **When your credit rating could be affected**

If your account(s):

- become overdrawn without arrangements from your Private Banker and
- remain overdrawn for more than 60 days after the end of the 20 day period we allow for you to repay the amount overdrawn,

then we may commence enforcement action and disclose your default and certain personal information to a credit reporting body.

Under the *Privacy Act 1988*, a credit reporting body (within the meaning of that Act) may collect and hold default information (within the meaning of that Act) in relation to the default. A default listing with a credit reporting body will remain on your file for a period of up to 5 years and may affect your ability to obtain finance or credit. Our privacy policy includes important information about credit reporting, including details of the credit reporting bodies to which we are likely to disclose your credit information. You can access our privacy policy from [westpac.com.au](http://westpac.com.au) or by calling 132 802.

#### **15.5 Are you having financial difficulty?**

When you overdraw your account, there may be occasions when repaying this debt becomes difficult. For example, if you are receiving government benefits paid into your account and you need access to the payment that has been applied to the overdrawn amount. Should this arise, you should promptly contact your Private Banker or Telephone Banking 132 802 to discuss options that may be available to you.

#### **15.6 Joint accounts**

If your account is held jointly, the credit balance of a joint account is held jointly by all account holders. This means that each account holder has the right to withdraw all available funds in the account.

The joint account holders must all sign an authority telling us how the account can be operated.

The authorised method of operation can be:

- jointly - where two or more authorised persons must act together; or
- severally - where authorised persons may act individually.

The joint account holders can change this arrangement at any time by signing a new account authority or amending the existing one. However, we will normally treat all authorities for operating the joint account as cancelled once we know of your death (and certain conditions have been met) or of your bankruptcy. Also, regardless of any authorities to operate, any party to a joint account can require us to operate the account only on the signature of all parties. This might be done if there is a dispute between the joint account holders. Visit any branch for assistance. If you ask for an account to be operated jointly, some account features may not be available (for example, card access).

### Joint account holder responsibilities

You should know that:

- The liability of joint account holders on an account is joint and several so if one or more account holders overdraws the account, each joint account holder may be liable for payment of all or any part of the amount overdrawn.
- Where two or more authorised persons must act together (i.e. more than '1 to sign'), the account Overdraw Preference (if eligible) can only be changed in branch where the required account holders are present.
- In Online Banking, you can view the accounts you have with joint account holders. All joint account holders can authorise to on-share access to the account with your other authorised users in Online Banking. Refer to the Online Banking Terms and Conditions for an explanation of this feature.
- Joint account holders will receive paper statements unless we agree otherwise with you. Please see the 'Current account information and account statements' section in this document.
- We may accept a cheque into a joint account which is payable to any one or more named account holders.
- If one joint account holder dies we will treat the credit balance in the joint account as owing to the surviving account holder(s).

## 16. Organising an Overdraft

An overdraft is a line of credit on your eligible accounts, available if you meet standard credit assessment criteria. An overdraft allows you flexibility in the amount you can borrow (up to an agreed limit) and in the repayments you make (no minimum repayments required). Both temporary and permanent overdrafts are available. To organise an overdraft, contact your Private Banker.

## 17. Interest rates that may apply on your Account

Interest rates on all accounts may change at our discretion.

### 17.1 Interest that's paid to you

If you have a positive balance in your Private Bank Cheque Account, you may earn interest.

Details of current deposit interest rates applicable to your accounts are:

- printed on your account statement or
- available by contacting your Private Banker.

### 17.2 How the interest you earn is calculated and paid

Credit interest and debit interest (if applicable) is calculated on the daily closing balance of your account using the following formula:

$$\frac{\text{Daily closing balance}}{365} \times \frac{\text{Interest rate}}{100}$$

Balances in your account on and after the last business day of the month, including deposits made to your account on or after the last business day of the month, will not be included in the interest calculation for that month, but in the interest calculation for the following month. Interest is calculated daily and credited to your account(s) monthly in arrears on the last business day of each calendar month.

### 17.3 Interest rate type

Tiered rates of interest are paid on Private Bank Cheque Account.

Tiered interest rates enable customers to receive a higher rate of interest on their entire balance as their funds grow from one tier level to the next.

#### Debit interest

If the account becomes overdrawn, debit interest will be debited from the account on the last business day of each calendar month. To avoid being charged interest on any unarranged debt, you should always try to keep a positive balance in your deposit accounts.

If your account becomes overdrawn without arrangement, debit interest will be charged to that account. It will be calculated daily on the debit balance (and deducted on the last business day of each month) using the then current Unarranged Lending Rate (ULR) until the account balance is positive again. The current ULR is set out in the 'Deposit Accounts Interest Rates' leaflet available by contacting Telephone Banking on 132 802 or by contacting your Private Banker.

## 18. Cancelling or stopping a payment

### 18.1 How to stop a cheque payment

If you write a cheque and want to stop the payment, you can do so by notifying us before the cheque has been paid. It is important to do this as quickly as possible.

We can only stop a payment on a cheque if we receive clear instructions.

You should contact your Private Banker or Telephone Banking on 132 802 and provide the following details of the cheque:

- account details
- cheque number
- amount of the cheque
- name of the payee (the person you've written the cheque out to)
- date of the cheque and
- if the cheque was crossed or open.

There is a fee for stopping a cheque, but this will not apply if your cheque book has been lost, stolen, destroyed or is no longer required and the cheque forms had not already been signed.

### 18.2 How to cancel or stop a Periodical Payment

When you have authorised the Bank to make regular automatic payments from your account, and you want to cancel or stop these payments, you must advise your Private Banker at least one business day before the next payment is scheduled. You will need to provide full details including:

- the payment amount
- when it's due
- the payee and
- the account it normally comes from.

### 18.3 How to cancel or stop a regular transfer

When you have authorised the Bank to make a regular transfer from your account and you want to cancel or stop these transfers, you must advise your Private Banker at least one business day before the next transfer is scheduled.

You will need to provide full details including:

- the payment amount
- when it's due and
- the account it normally comes from.

### 18.4 How to cancel or stop a direct debit or a recurring payment

You can authorise another party to debit your account for payment of services (for example, life insurance premiums or medical benefit contributions). For a direct debit, we will promptly process:

- any instruction by you to cancel a direct debit request relevant to a banking service we provide to you; or
- a complaint by you that a direct debit was unauthorised or otherwise irregular.

When you contact us to request a direct debit cancellation, we can complete the request on your behalf and forward it to the authorised party.

For a recurring payment, you'll need to contact the merchant to request a cancellation.

Unlike direct debits, Westpac is unable to cancel a recurring payment on your behalf. You should contact the authorised party yourself. Until you cancel your authority, the merchant is entitled to request us to debit the account and we are obliged to process this request.

### 18.5 Stopping a BPAY

We will not be able to stop a BPAY payment once you have instructed us to make the BPAY payment.

## 19. When you haven't used your account for over 6 months

### 19.1 Inactive accounts

If your account becomes inactive we may close your account. If we exercise our right to close your account, we will notify you promptly in writing at the address shown in our records.

Your account becomes inactive if:

- you do not make any deposits and/or withdrawals during a continuous twelve-month period and
- the balance of your account is nil or in debit without any arrangements.

## 19.2 Unclaimed monies

If you have not used your account for seven years we may close your account and we will generally have to transfer any money in your account to the government. We will usually notify you before we close your account, but there may be circumstances where we are not able to (such as where our record of your address is out of date). After your account is closed any money owed to you will not earn interest.

Visit any branch to find out how to recover unclaimed money (it may take up to three months or more to recover money that has been transferred to the government).

## 20. When the bank can combine your accounts

Your account should not be overdrawn unless you have made prior arrangements with your Private Banker. If you overdraw your account without arrangement or, beyond the agreed overdraft limit when formal overdraft arrangements do exist, we may automatically combine your accounts: that is, transfer sufficient money which is kept in any other account with us, held in your name(s), to clear the debt. See 'Overdrawing your accounts' section for more information on when your account can become overdrawn.

We may also transfer money kept in your deposit account(s) to clear debts which you owe us in other loan or deposit accounts. If we do this, the balance of the account from which we have transferred the money will reduce by the amount used for this purpose.

You agree that you may not set off any amounts we owe you (for example, credit balances in your other accounts) against amounts you owe us.

If we exercise our right to combine accounts, we will notify you promptly in writing at the address shown in our records.

## 21. How to close your accounts

You or any other authorised person can close your accounts at any time simply by asking at any branch. Most accounts can also be closed by calling Telephone Banking.

Another financial institution may close your accounts on your behalf.

We may also exercise our discretion to close accounts (and cancel any linked card(s)) or refuse to accept further deposits or allow further withdrawals after giving reasonable notice to you (and, we may also notify the authorised signatory/signatories) due to unsatisfactory conduct or for any other reason we deem appropriate such as:

- where your account is designed for domestic or personal use by you as a personal customer and is being used for business purposes; or
- where you hold an account that has been designed to promote your interests as an account holder who is under 18 years of age, and in our reasonable opinion, the account is being used for purposes that do not benefit you or are not in your interests as an account holder who is under 18 years of age.

In certain circumstances we may do any of the above without providing you with any prior notice. When we do so, we will act fairly and reasonably towards you. These circumstances may include:

- you do not provide us with any document or information we reasonably request from you;
- we reasonably consider it necessary to comply with our policies, Australian law or sanctions (or the law or sanctions of any other country), or to comply with our regulatory and compliance obligations and manage associated risk.

Upon closing the account for the above reasons we will pay you the net credit balance of the account (e.g. by providing you a bank cheque).

### 21.1 How your closing balance (Termination Value) is calculated if your account balances are in credit

The net credit balance of your account is calculated as credit balance plus deposit interest, if any, less accrued fees on government charges applicable up to the closing date.



### **21.2 How your closing balance (Termination Value) is calculated if there are uncleared funds or your accounts are overdrawn**

We cannot make available any uncleared funds at the time you request that the accounts be closed, until those funds become cleared. If the accounts have a debit balance, you must pay to us the balance plus any accrued debit interest and government charges applicable up to the closing date.

### **21.3 Things to remember when closing your account**

When you close your account you must provide to us any unused cheques, passbook, and any card which operates the accounts (including any card issued to an additional cardholder). An account with cheque access may only be closed once all outstanding cheques written on the account have been presented. We reserve the right to return any cheques presented for payment after the account has been closed. Make sure you notify anyone who either directly credits or debits your accounts and be sure to cancel any Periodical Payments or Regular Transfers either to or from the accounts you are closing.

## **22. Australian Government Financial Claims Scheme (FCS)**

The FCS provides a guarantee for deposits of eligible authorised deposit-taking institutions (ADIs) including Australian banks, building societies and credit unions. The Australian Prudential Regulation Authority (APRA) is responsible for the administration of the FCS and for making payments to account holders in the event that APRA decides to place an ADI in liquidation. If that occurs, you may be entitled to payment under the FCS. Payments under the FCS are subject to a limit for each depositor. Information about the FCS can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au)

# Section D

## A guide to using your card

### 23. Westpac Debit Mastercard® and HandyCard

#### What can you do with your Debit Mastercard?

You can use your Debit Mastercard to purchase goods or services from merchants or withdraw cash from ATMs in the following ways:

In Australia or overseas	Australia only
<ul style="list-style-type: none"> <li>- By pressing the 'credit' or 'Debit Mastercard' option and entering your PIN or signing the transaction slip (where available).</li> <li>- Holding your Debit Mastercard in front of 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 \$100 or less. At merchants overseas you may not need to sign or enter a PIN for small value transactions.</li> <li>- Over the phone - by quoting the Debit Mastercard number, expiry date and where requested, the CVC.</li> <li>- Online - by using the Debit Mastercard number, expiry date and where requested, the CVC.</li> <li>- Withdraw cash at ATMs - by pressing the 'cheque'/'savings'/'credit' button (if applicable) and entering your PIN.</li> </ul>	<ul style="list-style-type: none"> <li>- By pressing the 'cheque'/'savings' option (if applicable) and entering your PIN.</li> <li>- Withdraw cash at the POS at some merchants - by pressing the 'cheque'/'savings' button (if applicable) and entering your PIN.</li> </ul>

#### What can you do with your Handycard?

You can use your Handycard to purchase goods or services from merchants or withdraw cash from ATMs in the following ways:

In Australia or overseas	Australia only
<ul style="list-style-type: none"> <li>- • Withdraw cash at ATMs - by pressing the 'cheque'/'savings' button (if applicable) and entering your PIN.</li> </ul>	<ul style="list-style-type: none"> <li>- Purchase goods or services by holding your Handycard in front of the contactless terminal (where available) and wait for the transaction to be confirmed. There is no need to sign or enter a PIN for purchases \$100 or less.</li> <li>- Purchase goods or services from merchants at the POS - by pressing the 'cheque'/'savings' option (if applicable) and entering your PIN.</li> <li>- Withdraw cash at the POS at some merchants - by pressing the 'cheque'/'savings' button (if applicable) and entering your PIN.</li> <li>- Transact online using the card number and expiry date on the front of your Handycard wherever eftpos is accepted.</li> </ul>



A Westpac Debit Mastercard or Handycard comes free with your account. A Westpac Debit Mastercard will only be issued if the customer meets the eligibility criteria. Customers must be over 14 years of age and have an Australian residential address to be eligible.

If you decided not to obtain a Westpac Debit Mastercard or Handycard at the time you opened your account, you can apply for one at any time by contacting your Private Banker or simply visit any branch or [westpac.com.au](http://westpac.com.au) or call Telephone Banking on 132 802.

## 24. Using your Westpac Debit Mastercard

All transactions you make using your Westpac Debit Mastercard (including transactions using the 'credit' button on a POS terminal and Mastercard PayPass transactions where you tap your card on a PayPass terminal) will be counted towards the free monthly transaction allowance/limit that may apply to the deposit account(s) linked to your card.

Some fees and charges apply when you use your Westpac Debit Mastercard. Refer to the 'Summary of fees and charges' table for your account type. At various retail and service outlets you have the convenience of paying for goods and services and (at some outlets) obtaining cash directly from your account (known as 'cash out') by presenting your Westpac Debit Mastercard or Handycard. Please note that for Westpac Debit Mastercards where you select the 'credit' button on the POS terminal (or make a Mastercard PayPass transaction) you cannot also get 'cash out'.

When you make a transaction at an ATM or POS terminal, you authorise us to act on the instructions you enter into the terminal. When purchasing at POS you should ensure that the transaction amount is correct before you enter your PIN at the terminal or you sign a transaction voucher as by doing so, you indicate your agreement that the transaction amount is correct. See the Mastercard® PayPass™ section below for PayPass transactions.

### 24.1 Mastercard PayPass™

A Debit Mastercard with the Mastercard *PayPass* logo on the front of the card has inbuilt *PayPass* technology. Mastercard *PayPass* allows you to make purchases of \$100 or less at participating merchants without having to sign or enter your PIN. You need to 'tap' your Debit Mastercard on the *PayPass* terminal and wait for the transaction confirmation. Tapping your card is you agreeing that the transaction amount is correct.

You can still choose to swipe or insert your card and sign or enter your PIN to accept the transaction.

## 25. Authorising Westpac Debit Mastercard Transactions

Generally all transactions will need to be authorised by us before they can proceed. 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 default deposit account for the transaction. This authorisation may be completed for a transaction that occurs at a later time such as hotel accommodation, car hire and unmanned petrol stations.

### 25.1 Recurring payments

You can purchase goods or services at any time by authorising another person or company (merchant) to transact on the default deposit account by quoting your 16-digit Westpac Debit Mastercard number and expiry date.

If a merchant is using Tokenised Credentials your card details may be automatically updated (for example, if your card is reissued or replaced). In those circumstances, reissuing or replacing a card may not stop recurring payments with that merchant.

To cancel such an authority, you must notify the merchant. Please note, unlike Direct Debits, Westpac is unable to cancel a recurring payment on your behalf. Until you cancel your 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 your request to cancel the authority, you must provide Westpac with a copy of the correspondence with the merchant to enable Westpac to dispute the relevant transaction(s) on your behalf.

Once the authorisation is obtained, it will reduce the amount of available funds in the account. If the purchase or other transaction is not completed, the amount of available funds in the account may continue to be reduced until the authorisation is cleared.

### 25.2 Mismatched authorisations

Some merchants may request confirmation that you have sufficient funds in your 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 in your account 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 you may find you have reduced funds in your 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 your available balance further by the sum of two authorisation amounts.

### 25.3 Delayed authorisations

Westpac Debit Mastercard® POS transactions that use the 'credit' button and Mastercard PayPass™ transaction may take the number of days to be processed and debited to your account. If we gave an authorisation for the purchase or payment, the current balance on your account may be greater than the available balance. Please consider this whenever you reconcile your account statement.

#### Example:

If you use your card to purchase fuel and/or other goods or services at a petrol station by swiping your card at a fuel pump POS facility and selecting the 'credit' button, an authorisation for the amount of sixty dollars (\$60) will be processed to your 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 until the authorisation is cleared. This will temporarily reduce available balance. This authorisation process will not occur if you press the 'cheque' or 'savings' button at the fuel pump, or where the card is used to pay for purchases inside the petrol station.

### 25.4 Reversing a transaction

Where you have authorised another person or company (merchant) to transact on the account by providing your Westpac Debit Mastercard number or used your card to make a purchase at a POS terminal by selecting the 'credit' button or tapping your card on a PayPass terminal you may be entitled to reverse (chargeback) the transaction where you have a dispute with the merchant. For example, you may be entitled to reverse a transaction where the merchant has not provided you with the goods or services you paid for.

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

- direct debit transactions set up using your default deposit account number and branch number (BSB) or
- transactions at POS terminals when you have selected the 'cheque'/'savings' button.

You must notify your Private Banker if you believe you are entitled to reverse a transaction. If your Private Banker is satisfied after investigation that you are entitled to reverse a transaction they will credit your account for the amount initially debited for the transaction.

### 25.5 Gambling block requests.

Gambling block is a feature available on personal debit cards. On eligible cards, the feature is, by default, unblocked, unless otherwise requested by you. However, if the cardholder is under 18 years of age, the gambling block is enabled on the card by default, and this will automatically be switched off after the cardholder turns 18 years old. This feature is dependent on the cardholder's date of birth information provided to us being accurate. We will not be held responsible for the under 18 gambling block function not operating as described nor be liable for any resulting damage or losses to the cardholder if the cardholder's date of birth information provided to us is not correct or fraudulently altered.

When the gambling block is enabled on your card, we may decline authorisation requests that are identified with the merchant category code for gambling (MCC 7995). We will continue to decline these card authorisation requests until you request to unblock your card. The unblock request may take up to 2 days to process.

You may make block or unblock requests by calling us, or by any other means made available to you from time to time.

If you have provided a valid email address, you will receive an email when the request is made.

Some gambling authorisation requests may still be processed. This may be, for example:

- where the authorisation request is not identified as a gambling merchant category code (MCC 7995)
- where the transaction is a recurring payment that you have authorised;
- where you make a payment using BPAY or to withdraw cash from an ATM;
- where (at the relevant time) any of our relevant systems is off-line or otherwise impaired or interrupted; or
- where the authorisation request is not sent to us, or received by us, for our review and for processing by our system (which may occur, for example, where the authorisation request occurs under a delegated authority held by the merchant, the relevant card scheme provider or a third party transaction processor).

## 26. Rules about your Westpac Debit Mastercard® and Handycard

### 26.1 Westpac Debit Mastercard does not provide credit

Subject to clause 15.4 (overdrawing your account), Westpac does not agree to provide any credit in respect of your Westpac Debit Mastercard. Using the 'credit' button at ATM or at POS terminals when you use your Westpac Debit Mastercard to make withdrawals or purchases gives you access to the funds available and does not provide you with any credit in respect of the account.

### 26.2 Your card and PIN

A Westpac Debit Mastercard or Handycard and your PIN will be mailed to you separately. Cards will be issued up to 10 business days after an application is processed, provided you meet 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.

Your PIN may be a four digit number allocated to you by us, or it may be a four to six digit number or word that you have personally selected. You have the option of changing your PIN to one of your own choice at any time (including where your record of the PIN has been lost or stolen) using the Customer Select PIN pads located in many of our branches. Your PIN is effectively an electronic signature that cannot be forged and therefore is much more secure than a written signature.

If you are travelling overseas you will need to have a four digit PIN, as not all countries have the same ATM system and many overseas ATMs don't let you enter your PIN as a word.

For information on liability for Westpac Debit Mastercard® and Handycard usage and PIN/code protection please refer to Section F in this booklet.

### 26.3 Card validity and expiry

When cardholders receive their Westpac Debit Mastercard or Handycard, for security reasons, they must sign it immediately. It should only be used within the 'valid from' and 'valid through' dates. As soon as a card expires, ensure that you destroy it by cutting it into several pieces and disposing of them securely.

### 26.4 Daily withdrawal limit

A maximum daily transaction limit of \$1,000 applies to your card. This can be increased to a daily limit of up to \$2,000 or decreased to \$500, \$300 or \$200 at your request.

This is the maximum total amount that you can withdraw or debit from all the accounts linked to your card in one calendar day. This limit applies when you use your card in Australia or overseas.

Your daily transaction limit applies to:

Transaction type	Debit Mastercard	Handycard
Cash withdrawals through ATMs debited to any account.	Yes	Yes
Transactions made through a POS terminal debited to your transaction account when you select 'cheque' or 'savings'.	Yes	Yes
Transactions made at branch terminals.	No	No
Transactions made through a POS terminal when the cardholder selects the 'credit' or 'Debit Mastercard' option on the terminal.	No	N/A
Contactless and online transactions processed through Mastercard.	No	N/A
Contactless and online transactions processed through eftpos.	Yes	Yes
Transactions made over the phone by quoting the Debit Mastercard number and expiry date on the front of your card.	No	N/A
Transaction vouchers manually processed by a Mastercard merchant.	No	N/A

You will be advised of the maximum daily transaction limit when the card is issued to you, and you will subsequently be advised of any change we make to the limit. You can change your limit by calling your Private banker or Telephone Banking on 132 802, or by visiting a branch.

In deciding whether you may require the standard daily limit 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 your card and PIN. Merchants or other providers may impose additional limits.

### 26.5 Card cancellation

We may cancel your card at any time by providing you with 30 days' notice. We may also cancel your card at any time (without prior notice) to protect you or us from fraud or other losses, to manage regulatory and associated risk, or for any other reason determined by us acting reasonably.

Once you are notified of the cancellation, you must not use your card. You must destroy it immediately by cutting it into several pieces and disposing of them securely.

You may contact us to cancel your card at any time by contacting your Private Banker. A cancellation may not be effective until the card has been surrendered, or you have 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 you to contact that person, if at all possible, and request them to surrender their card to you, so that you can return it to us.

If you close your account or where the card has been cancelled, you (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, online, telephone and standing order transactions which have not been cancelled prior to termination.
- The user may be liable to the account holder for any use of a card after the user has received notice of its cancellation.

### 26.6 Card re-issue

We may issue a new card to you at any time. All re-issued cards are subject to the terms and conditions of the card. We reserve the right not to re-issue a card.

We will not automatically reissue a card that hasn't been used to make a transaction in the prior 12 months.

### 26.7 Withdrawals at branches and other financial institutions

The minimum withdrawal amount may vary between financial institutions. Before a cash withdrawal is processed in Australia you 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 Westpac Debit Mastercards® only. Handycards cannot be used to withdraw funds from your account over-the-counter at any bank overseas.

### 26.8 All cards remain our property

All cards remain the property of the Bank and you and each cardholder are required to return the card to us on:

- our request
- cancellation of your card
- closure of all of the accounts which are linked to your card
- termination of your authority to operate all accounts which are previously linked to your card or
- if the account(s) linked to the Westpac Debit Mastercard is closed, the card will be automatically cancelled.

### 26.9 Overseas transactions

Customers can access their funds in their linked default account at any international ATM or POS terminals where the Mastercard logo is displayed, by using their Westpac Debit Mastercard and PIN or tapping their Debit Mastercard on a Mastercard PayPass™ terminal.

At overseas ATMs you cannot use your Westpac Debit Mastercard to make deposits or transfer funds between consumer deposit accounts linked to your Westpac Debit Mastercard. To access funds from your default account at overseas ATMs using your Westpac Debit Mastercard, select the 'credit' button.

Overseas withdrawal fees apply for the use of ATMs overseas (except for ATMs participating in the Global Alliance). Foreign transaction fees (formerly known as 'Foreign currency transaction fees') apply to all transactions. If the amount of the transaction is more than your available balance, the transaction may be rejected and no fees will be charged.

Fees charged by Mastercard® Worldwide during the conversion process are passed on to you by us. A Foreign Transaction Fee is also charged by us for these transactions. Please refer to the 'Summary fees and charges' table for further details.

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.

To facilitate the processing of card transactions, information relating to your card details and transaction details may be processed by Mastercard Worldwide in countries other than Australia. By making a cash withdrawal (for Westpac Debit Mastercard or Handycard) or a purchase (for Westpac Debit Mastercard only) you agree that information regarding the transaction may be processed outside Australia.

### 26.10 Fraud Detection System

Whether you are purchasing goods or services online, by phone or pressing 'credit' via a POS terminal or tapping your card on a Mastercard PayPass™ terminal. Our fraud detection system will help to protect your Westpac Debit Mastercard from fraudulent transactions 24 hours a day, 7 days a week. Our system software monitors your usual card spending and can detect unusual spending patterns or transactions. If it identifies a transaction as being suspicious, Westpac will contact you to confirm if the transaction was yours.

### 26.11 What to do if you want to dispute a Westpac Debit Mastercard transaction

If you need to dispute a transaction on your Westpac Debit Mastercard, you should contact us as soon as possible. You can raise a dispute online, in branch, or by contacting us using the number on the back of your card. We may ask you to provide information in writing to support your dispute.

We must comply with card scheme rules which set out dispute procedures and notification timeframes. If you don't notify us promptly, we may not be able to investigate your dispute.

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.

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. Otherwise any chargeback right we have may be lost.

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

### 26.12 Statements

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

You can use these to verify the transactions on your account.



# Section E

## Ways of accessing your accounts

### Your choices at a glance

As the table below shows, there are many ways you can use your accounts, with some of these services available 24 hours a day, 7 days a week. Choose the services that work best for you – they're all detailed in the rest of this section.

Access channel	What it offers
ATM	Get access to your cash 24 hours a day, 7 days a week in Australia or overseas wherever you see a Mastercard®/ Cirrus logo.
BPAY	Pay your bills 24 hours a day, 7 days a week using Telephone Banking and Westpac Online Banking – direct from your account.
Cheque	Convenient for paying bills and a lot safer than carrying large amounts of cash.
POS	Pay for purchases in Australia and overseas wherever Mastercard is accepted.
Westpac Online Banking	See all your accounts on one screen to get a better picture of your banking instantly.
Telephone Banking	Check balances, pay bills and transfer money between your accounts automatically, wherever and whenever you like, with just one call.

### 27. ATMs

What you need
Westpac Debit Mastercard, Handycard and PIN.

#### 27.1 What you can do at Westpac branded ATMs attached to a branch

- withdraw cash
- withdraw cash without your card using Cardless Cash
- deposit cash<sup>1</sup> (notes only) and cheques (at most ATMs)
- transfer money between linked accounts
- get account balances and balance summaries
- obtain a mini-statement.

Some of these features may be available at a Westpac branded ATM not attached to a Westpac branch.

1. A daily deposit limit may apply to the cash that can be deposited at an ATM. Visit [westpac.com.au](http://westpac.com.au) and search 'ATM features' for ATM limits.

#### 27.2 What you can do at St.George/BankSA/ Bank of Melbourne branded ATMs and Westpac branded ATMs not attached to a branch

- withdraw cash
- get account balances
- use your Westpac Cardless Cash code to withdraw money.

ATMs are located wherever you see the below symbols.



#### 27.3 What you can do at non-Westpac Group branded ATMs

Access to your accounts is also available through non-Westpac Group branded ATMs (including overseas bank ATMs via the Mastercard ATM network) which allow you to obtain account balances or withdraw funds. Please note that an additional maximum daily cash withdrawal limit may apply at non-Westpac Group ATMs. Other restrictions may also apply.

#### Fees

Non-Westpac Group branded ATMs may apply an ATM operator fee by the ATM owner.

## 28. POS (Point of Sale)

Using your Westpac Debit Mastercard and Handycard, you can pay for goods and services and obtain cash directly from your cheque account at most retail and service outlets (some outlets do not give out cash). Handycards and Westpac Debit Mastercards are generally accepted at any eftpos locations in Australia.

### What you need

Westpac Debit Mastercard, Handycard and PIN or signature.

### 28.1 What you can do with POS terminals

- make purchases without cash
- withdraw cash at the same time from your savings or cheque account
- have the choice of account (linked accounts only)
- get a printed receipt.

### 28.2 Our responsibilities and liabilities (Electronic banking access)

We will maintain electronic banking access to the nominated accounts at all times unless:

- an electronic banking terminal malfunctions or is unavailable
- your card fails to work in the terminal because it is faulty
- a merchant refuses to accept your card or
- at least one of the accounts is overdrawn or will become overdrawn without prior arrangement, or is otherwise considered out of order by us.

The Bank may, at any time, alter the types of accounts which may be operated, or the types of transactions performed, or the types of electronic banking terminals that may be accessed using the card.

### 28.3 What happens if an electronic banking terminal does not work?

We will be responsible to the person(s) who owns the account for any loss which occurs because an electronic banking terminal accepts your instructions but fails to carry out the transaction requested.

If you are 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 your instructions or your card fails to work in the terminal.

## 29. Westpac Online Banking

You can use Westpac Online Banking to get a better picture of your banking. Not only can you see your accounts instantly, you can also pay almost anyone in Australia or overseas at any time and print out statements fee-free.

### What you need

8-digit customer ID and 6-character alpha-numeric password.

### 29.1 Getting started

To register for Westpac Online Banking, call 1300 655 505 (24 hours, 7 days a week). When you use Westpac Online Banking for the first time you will be required to accept the terms and conditions that are provided online.

You can view terms and conditions for Westpac Online Banking prior to using the service by visiting [westpac.com.au](http://westpac.com.au).

## 30. BPAY

When you see the BPAY symbol on a bill, you can pay that bill through Telephone Banking or Westpac Online Banking. It's a simple and convenient way to pay your bills.

### What you need

Access to Telephone Banking or Westpac Online Banking – the rest of the details are on your bill.

### 30.1 What you can do with BPAY

- register for BPAY View® and pay bills and receive your bills with BPAY View® 24 hours – 7 days
- schedule payments in advance using Bpay
- obtain a receipt number
- use via Telephone Banking or Westpac Online Banking 24 hours – 7 days
- choice of accounts to pay from (however some billers do not accept payments from credit cards)
- register with BPAY 'View Billers'™ to receive online access to bills.

### 30.2 Getting started

You don't need to register for BPAY bill payment facility; all you need to do is either call Telephone Banking or log on to Westpac Online Banking.

Then simply provide the biller code and reference number (and possibly other information) that appears on the bill or invoice. We'll debit your nominated account with the amount you specify.

You can arrange a BPAY payment to be made in the future. Cleared funds must be available in the account the day before the payment is made.

Details of BPAY payments, including a receipt number, will appear on your account statement.

### 30.3 Rules about BPAY

The Bank is a member of the BPAY Electronic Payments Scheme (BPAY Scheme). 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.

BPAY payments can be initiated through Telephone Banking and Westpac Online Banking. The following terms and conditions apply to BPAY through either Telephone Banking or Westpac Online Banking.

### 30.4 Future dated payments

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

### 30.5 Correct and incorrect amounts

Please ensure that you specify the correct amount that 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 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.

### 30.6 Delays

Delays might occur because we received your BPAY instructions after the times referred to above or because 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.

### 30.7 Other concerns and their solutions

Please tell the Bank promptly if you become aware of:

- any delays or mistakes in processing your BPAY payments
- if you did not authorise a BPAY payment that has been made from your account or
- if 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 the liability section immediately below. However, except as set out in the liability section, we will not be liable for any loss or damage you suffer as a result of using 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.



### 30.8 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 of recovery you may have under the BPAY Scheme rules.

### 30.9 Consequential loss

The Bank is not liable for any consequential loss or damage you suffer as a result of using 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.

### 30.10 Liability for 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. In situations where the account holder is liable for loss of funds by virtue of the above liability provisions, 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.

## 31. Cheques

A cheque provides a convenient way of paying a bill or receiving a payment and it's a lot safer than carrying a large amount of cash.

### 31.1 What cheques offer

- pay bills
- pay others
- safety (don't need cash)
- stop payment if necessary (on cheques you have written)
- early clearance available (on cheques you have received)

### 31.2 Personal cheques

A cheque book is ideal if you need to write cheques regularly, and saves you from visiting a branch to purchase Bank cheques. The cheques are drawn on your account and are prepared by you.

There is a variety of books for you to select from, which range in size and quantity, including pre-stamped 'not negotiable' books or those personalised for you.

A new cheque book is mailed to the same address as your account statement and will be automatically reordered and mailed to you when you are 80% of the way through your current cheque book. Cheque books can also be ordered via your Private Banker or by Telephone Banking 132 802 or by visiting any branch.

### 31.3 Open or 'uncrossed' cheques

An open cheque is one that is uncrossed, that is, a cheque that does not have two parallel lines across it. It is an instruction to the Bank to pay anyone who presents the cheque (assuming that the cheque is a 'bearer' cheque) at the branch of the Bank where the drawer's account is held, rather than the cheque being required to be deposited into the account. If the cheque was lost and presented for payment by the person who found it, the Bank would not normally be responsible for reimbursing the money to the drawer. You should always make your instructions clear.

### 31.4 'Not negotiable' cheques

A cheque is a negotiable instrument, that is, it can be passed from one person to another. A crossed cheque, with or without the words 'not negotiable' written between the lines, protects the 'true owner' in case it is lost or stolen. For example, if someone persuades a tradesperson to accept a stolen 'not negotiable' cheque as payment for a service, the tradesperson would be liable to refund the amount of the cheque to its rightful owner, provided the thief cannot be located or cannot make good the loss.

### 31.5 Account payee only cheques

If you write 'account payee only' on a crossed cheque, you are instructing us that you wish the cheque to be paid into the account of the person you have named on it.

### 31.6 'Or bearer' cheques

If the words 'or bearer' appear at the end of the line on which you have written the payee's name and you leave the cheque uncrossed and without the words 'not negotiable' on it, we will have to pay the proceeds to anyone who presents the cheque. If, on an uncrossed cheque, you cross out 'or bearer' or write in 'or order' and the cheque is presented for payment in cash, we have to pay the proceeds only to the person whose name is on the cheque, or as they direct.

## 32. Rules about depositing cheques

### 32.1 Third party cheque deposits

Cheques can normally only be deposited into the account of the person(s) or company named as payee on the cheque. If you are depositing a cheque to your account, where you are not the person(s) or company named (ie you are a 'third party'), please ensure that the payee transfers ownership to you by signing the back of the cheque in the following manner:

Please pay (your account name)  
Signed (payee's signature)

In addition, at the time you make the deposit, we will ask you how you got the cheque. This is to confirm your ownership of the cheque and avoid problems that sometimes occur with lost or stolen cheques.

If the cheque has not been properly signed over to you, or if a satisfactory explanation is not given as to how you received it, the Bank may refuse to accept deposit of the cheque.

### 32.2 Withdrawing money from a deposited cheque

Funds may be withdrawn after three business days. (In certain uncommon circumstances, this may be extended by a further one, or even two, business days). However, in some cases withdrawals may be permitted earlier. This is only done at the Bank's sole discretion and you should contact your branch. When drawings are made before a deposited cheque is cleared, you will have to reimburse us if the cheque is subsequently dishonoured. A cheque is dishonoured when there aren't sufficient funds in the account of the writer of the cheque or there is some irregularity in connection with the cheque.

### 32.3 How to get access to cheque funds early

A valid cheque can sometimes be cleared on the day it is presented, which is called 'Special Answer' or 'Special Clearance', contact your Private Banker.

The cheque will be cleared for you to withdraw the funds once it is paid by the other bank.

### 32.4 Dishonoured cheques deposited into your account

If a cheque is returned to us unpaid it means it has been dishonoured by the bank on which the cheque was drawn. If that happens we may return the cheque to you. We will also reverse the entry in your account, that is, deduct the amount we credited. If the cheque you deposited is not paid, it is your responsibility to pursue payment from the person who gave it to you. There are a number of reasons why a cheque may be dishonoured, some of which are:

- there are insufficient available funds in the account of the drawer (the person who signed the cheque) to cover the amount written on the cheque
- the cheque is not signed, the signature is not valid or more than one signature is required
- the cheque is post-dated — ie presented for payment before the date that is written on it
- the cheque is stale — presented for payment more than 15 months after the date written on it the cheque has been materially altered without the alterations being properly signed or initialled by the drawer or another authorised person
- the cheque has been 'stopped' by the drawer (see clause 19.1 for more information on 'stopping' cheques and any fees involved)
- there is a court order which prevents the drawer's account being used or
- the Bank has been notified of the drawer's death, mental incapacity or bankruptcy
- when Overdraw Preference feature is disabled on the account.

On a personal account if you deposit a cheque from someone else and it is dishonoured (known as an 'inward dishonour'), you will not be charged a fee. If a cheque has not been cleared, we will notify you as soon as possible.

### 32.5 Bank cheques

Bank cheques, drawn by the Bank on itself, are a widely accepted means of safe payment, and a safe alternative to carrying large amounts of cash. Bank cheques can be purchased at any branch where they are prepared on the spot.

Bank cheques can also be purchased online via our Westpac Online Banking service. With this option you must have an existing account.

You can pay for the bank cheque and the fee either in cash or by withdrawing funds from your account with us.

Bank cheques ordered via Online Banking will not incur a fee, but will have the value of the bank cheque charged to your account.

A bank cheque has to be cleared like any other cheque and may be dishonoured if it was lost, stolen, destroyed, our signature was forged, the cheque was fraudulently and materially altered, and for other reasons that would affect its validity.

If a bank cheque is lost, stolen, or destroyed, please contact any branch immediately with your original bank cheque purchase receipt.

If a bank cheque is no longer required the purchaser, may cancel it and request a refund at any branch. The original bank cheque and purchase receipt should be provided when requesting a refund.

### *Tips for using cheques.*

- Always be careful when writing a cheque or accepting one. Take time to make sure that it is accurate, properly crossed (when required) and signed. Then double-check it. That way you'll minimise the risk of forgery or fraud.
- Don't leave gaps between words and figures –use all the space and add 'only' to the amount to be paid where it does not include any cents (eg fifty dollars only).
- Fill up any empty spaces with a horizontal line.
- Never use a pencil, nonpermanent ink pen or a correctable typewriter to write a cheque as it can be easily erased and altered.
- Never sign a cheque before you use it (and never sign a blank cheque).
- When you alter a cheque you have written, you must sign your name or initials next to where you made the alteration.
- Tell the Bank immediately if a cheque, your cheque book or some forms from your cheque book have been lost or stolen. This will enable us to stop unauthorised cheque payments and prevent or minimise resulting losses.
- Never leave your cheque book where it can be found by someone else.

## Section F

# Security and liability for Cards, Telephone Banking and Westpac Online Banking usage

Anyone who has a card and a PIN, Telephone Banking access code or Westpac Online Banking password can make transactions on your accounts. You must take special care to protect them.

## 33 Protecting your Card, your Pin and other codes

### 33.1 Protecting your Card

To protect a card you must:

- sign it as soon as you receive it
- carry it with you whenever you can
- regularly check that you still have the card and
- not give your card to anyone else, including a family member or friend.

### 33.2 Card and PIN

If you make a record of your PIN you must keep it separate and well away from your card unless the PIN is reasonably disguised. However, to minimise the risk of unauthorised transactions occurring on your account, it is best to keep your PIN record, even if disguised, separate and well apart from your card.

For example, you must not keep your card and undisguised PIN together:

- in a wallet, bag or briefcase even if in different compartments
- in your car, even if in different areas of your car
- in your office or at home in the same room or
- in any other situation where your card and PIN can be found and used.

### 33.3 Protecting your PIN and other access codes

To protect your codes you must:

- try to memorise them
- destroy our letter telling you your PIN (if applicable) and any documentation we issue to you containing a code
- not write your PIN on your card, even if it is disguised
- not keep a record of your PIN with or near your card and
- not tell anyone your codes, including family members, and friends.

Your Telephone Banking 3-digit access code will be requested by Telephone Banking staff to confirm your identity.

You should only reveal this number to Westpac Telephone Banking employees:

- if you select your own code, do not select a number or word that can be easily guessed, such as part of the data imprinted on your card, a previously selected PIN, consecutive numbers, one number repeated or numbers which form a pattern, or that can easily be associated with you, such as 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 codes at electronic equipment
- never enter your 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 you approach an ATM or POS terminal
- make sure that you do not leave anything behind when you complete a transaction including leaving your card unattended in or at an ATM and
- notify us immediately if your PIN mailer has not been received intact, or if a PIN change has taken place without being requested.

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 codes 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 a 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 or
- 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.

Please note: Liability for losses resulting from unauthorised transactions is determined under the relevant provisions of the ePayments Code where that Code applies.

### 33.4 Loss, theft or misuse of a card, PIN or other code

You must immediately notify us if your card or PIN or code record is lost or stolen or misused, or you suspect that unauthorised transactions have been made on any account. This will enable us to put a stop on your 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'). The best way to contact us is by contacting your Private Banker or, for cards or PINs, calling our Cards Customer Service Call Centre on:

- 1300 651 089 if you are calling within Australia
- +61 2 9155 7700 if you are calling from overseas.

If your Westpac Debit Mastercard® is lost overseas you may report the loss to:

- Mastercard Global Cardholder Services or
- any financial institution displaying the Mastercard logo.

We will give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report.

We may require you to confirm your report at one of our branches and complete certain documentation.

If you can't contact us by phone because our emergency telephone numbers are not available, you will not be responsible for unauthorised use of your card, PIN or other code which could have been prevented if you were able to contact us by phone provided that you tell us of the loss, theft or misuse of your card, PIN or other code within a reasonable time from the re-establishment of our telephone reporting facilities.

## 34 Liability for unauthorised transactions

### 34.1 When the account holder is not liable

The account holder will not be liable for losses resulting from unauthorised transactions where it is clear that the cardholder has not contributed to the loss.

The account holder will not be liable for losses resulting from unauthorised transactions that:

- are caused by the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of merchants (ie providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees or
- require the use of a card or other device and/or a code and happen before the cardholder receives their card or other device or receives or selects their code(s) (as the case may be), including a replacement or reissued card, other device or code or
- require the use of a card or other device and/or code and happen after we have been notified that the card or other device has been misused, lost or stolen or that the security of the code has been breached or
- require the use of a card and happen after you have requested us to cancel the card and have either returned the card to us, or taken all reasonable steps to have the card returned to us (see clause 27.5 for card cancellation) or
- are made with a card, code or with any other device or identifier 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 or
- are electronic transactions able to be made using an identifier without a code or device or
- are electronic transactions able to be made using a device and not a code, provided the account holder did not unreasonably delay in reporting the loss or theft of the device.

### 34.2 When the account holder is liable

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:

- engaging in fraud or
- voluntarily disclosing any of their codes to anyone, including a family member or friend or
- keeping a record of a PIN or any other code:
  - 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 (in the case of a PIN) or any device to which the code relates or
- keeping a record of a code:
  - without making a reasonable attempt to disguise it or to prevent unauthorised access to it and
  - where more than one code is used, recording both/all codes in a way that they could be lost or stolen together or
- writing their PIN on their card or
- writing their code on the device to be used with that code 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
- leaving a card in an ATM (provided the ATM incorporates reasonable security standards that mitigate the risk of a card being left in the ATM) 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 the misuse, loss or theft of their card or other device, or 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 such misuse, loss or theft 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 the card, their account(s) or the relevant device or
- that portion of the losses incurred which exceed the balance of their account(s), including any pre-arranged credit or
- losses incurred on any accounts which the account holder and the Bank had not agreed could be accessed using the relevant device or
- losses occurring after we have been notified that the card or other device has been misused, lost or stolen or that the security of the code has been breached.

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.

If more than one code is required to perform a transaction and we prove that a user breached the security requirements for one or more, but not all, of those codes, you will be liable under this clause only if we also prove, on the balance of probabilities, that the breach of the security requirements was more than 50% responsible for the losses.

### 34.3 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:

- \$150 or
- the balance of the linked account(s), including any prearranged credit or
- the actual loss at the time we are notified of the misuse, loss or theft of the card or 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).

You will not be liable for losses resulting from an unauthorised electronic transaction made using your Card to the extent they exceed what the Account Holder's liability would have been had we exercised any rights we had under the rules of the relevant credit card scheme at the time you reported the unauthorised transaction to us against other parties to the scheme.



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.

## 35 Mistaken Internet Payments

This clause does not apply to:

- (a) BPAY payments. See clause 31 for information about BPAY payments.
- (b) business customer payments made by business or institutional customers; and
- (c) any other payment method, other than payments received from an individual customer as a 'Pay Anyone' payment, an Osko Payment or a Basic Single Credit Transfer.

You should report Mistaken Internet Payments to us as soon as you become aware of them. You can report Mistaken Internet Payments to us in Online Banking, by visiting a Westpac branch or by calling Telephone Banking.

We'll give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report.

### 35.1 How we deal with Mistaken Internet Payments

Mistaken Internet Payments will be dealt with by us in accordance with the ePayments Code, where that Code applies to the payment. This section provides a summary of the processes in that Code.

We may be the sending institution, that is the financial institution whose customer made the payment or the receiving institution, that is the financial institution whose customer received the payment (this customer is the unintended recipient of the payment). We will be the sending institution where the payment is made from your Westpac Account. We will be the receiving institution where the payment is made to your Westpac Account.

Where a financial institution other than us is the receiving or sending financial institution, we can't guarantee that it'll follow the processes in the ePayments Code. A financial institution is unlikely to follow these processes if it is not an authorised deposit-taking institution for the purposes of the Banking Act. We are not liable for any loss suffered if it doesn't follow those processes.

Where the sending institution is not satisfied that a payment is a Mistaken Internet Payment, it is not required to take any further action, however it may choose to contact the unintended recipient and explain that a person has claimed that a transaction was mistaken.

Notwithstanding anything set out below, where the unintended recipient of the Mistaken Internet Payment is receiving income support payments from Centrelink, the receiving institution must recover the funds from that recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.

Where you or another financial institution advises us that you are, or we think you may be, the sender or recipient of a Mistaken Internet Payment, you must give us, as soon as reasonably practicable and within the time we request, any information we reasonably require to enable us to determine whether the payment was a Mistaken Internet Payment.

### 35.2 Where sufficient funds are available in the unintended recipient's account

Where the sending institution is satisfied that the Mistaken Internet Payment occurred and there are sufficient credit funds available in the account of the unintended recipient to the value of the Mistaken Internet Payment, the process that will apply will depend upon when the report of the mistaken transaction is made.

### 35.3 Where the report is made within 10 business days of the payment

If the receiving institution is satisfied that a Mistaken Internet Payment has occurred, it will return the funds to the sending institution within 5 Business days of the request or any reasonably longer period up to a maximum of 10 Business days.

### 35.4 Where the report is made between 10 business days and 7 months of the payment

The receiving institution will investigate the payment and complete the investigation within 10 Business days of receiving a request.

If the receiving institution is satisfied that a Mistaken Internet Payment has occurred, it will prevent the unintended recipient from withdrawing the funds for a further 10 Business days and notify the unintended recipient that they will withdraw the funds if that recipient does not establish they are entitled to the funds within that 10 day period.

If the unintended recipient does not establish they are entitled to the funds within that time, the receiving institution will return the funds to the sending institution within 2 Business days of the end of that period.

### **35.5 Where a report is made more than 7 months after the payment**

If the receiving institution is satisfied a Mistaken Internet Payment occurred, it must seek the consent of the unintended recipient to return the funds.

In each case where the receiving institution is not satisfied that a Mistaken Internet Payment has occurred, it may (but is not required to) seek consent of the unintended recipient to return the funds.

In each case, where the funds are returned to the sending institution, it will return the funds to the source Account as soon as practicable.

### **35.6 Where sufficient funds are not available**

Where both the sending and receiving institution are satisfied that a Mistaken Internet Payment has occurred but there are not sufficient credit funds available in the account of the unintended recipient, the receiving institution will use reasonable endeavours to recover the funds from the unintended recipient.

### **35.7 Where you receive a Mistaken Internet Payment**

Where you receive a Mistaken Internet Payment

Where:

- both we and the sending institution are satisfied that a payment made to your account is a Mistaken Internet Payment; and
- sufficient credit funds are available in your account to the value of that payment; and
- the Mistaken Internet Payment is reported 7 months or less after the payment; and
- for Mistaken Internet Payments reported between 10 Business days and 7 months of the payment, you don't establish that you are entitled to the payment within the relevant 10 business day period referred to in clause 36.4.
- we will, without your consent, deduct from your account an amount equal to that mistaken payment and send that amount to the financial institution of the payer in accordance with clause 36.3 or 36.4 above.

If there are insufficient funds in your account, you must co-operate with us to facilitate payment by you of an amount of the Mistaken Internet Payment to the payer.

We can prevent you from withdrawing funds that are the subject of a Mistaken Internet Payment where we are required to do so to meet our obligations under the ePayments Code.

### **35.8 Liability for losses arising from Mistaken Internet Payments**

You must ensure that internet payment details are correct. You and any User are solely responsible for providing correct payment details including amount and payee details. We will return to you any funds recovered by us on your behalf from an unintended recipient in respect of a Mistaken Internet Payment in accordance with this clause 36, but otherwise have no liability to you or your user for any payment made in accordance with details provided by you or your user including Mistaken Internet Payments.



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## Contact details

### New South Wales

Tower Two, International Towers Sydney  
200 Barangaroo Avenue  
Barangaroo NSW 2000

Level 1, 27 Donald Street  
Hamilton NSW 2303

### Victoria

Level 11, 150 Collins Street  
Melbourne VIC 3000

### South Australia

91 King William Street  
Adelaide SA 5000

### Western Australia

123 St Georges Terrace  
Perth WA 6000

### Queensland

Level 23, 260 Queen Street  
Brisbane QLD 4000

Level 1, 23 Victoria Avenue  
Broadbeach QLD 4218

Level 1, Cnr Jessica Boulevard  
and Nicklin Way  
Minyama QLD 4575

337 Flinders Mall  
Townsville QLD 4810