

# Westpac Cash Investment Account.

To be used with your  
Westpac Online Investing Account.

## **Terms & Conditions.**

Effective as at 1 March 2017

200



200 years proudly supporting Australia

## **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 Number 233714 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.

## Introduction.

This booklet does not contain all the Terms & Conditions that apply to your account. Additional Terms & Conditions (along with information about interest rates) are included in the interest rate flyer we give you when you open your account.

These terms are legally binding on you in your dealings with us.

The information in this booklet is subject to change. We will provide updated information by giving you reasonable notice or by posting the information on our website. You can get a paper copy of any updated information without charge by contacting us.

You may contact us:

- By calling:
  - **132 032** if you are a personal customer.
  - **132 142** if you are a business customer.
- By visiting our website **[www.westpac.com.au](http://www.westpac.com.au)**.
- By visiting any of our branches or In-stores.
- By writing to us at GPO Box 3433, Sydney NSW 2001.
- By sending an email to [online@westpac.com.au](mailto:online@westpac.com.au).

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# Terms and Conditions.

## Summary of features and benefits – Westpac Cash Investment Account.

FEATURES.	WESTPAC CASH INVESTMENT ACCOUNT.
Most suitable if you need.	A competitive high interest online savings account specifically designed for settlement of your online trades via your Westpac Online Investing account, with Telephone and Online Banking access 24 hours 7 days a week.
Who is eligible to open one?	Individuals over 18 years of age, Businesses and Trusts that have a Westpac Online Investing account.
Minimum opening balance.	N/A
How can the account be opened?	Online only.
Are funds at-call?	✓
Will I get regular statements?	Quarterly.
Will I earn interest?	✓ <sup>1</sup>
How often is interest paid?	Monthly.
Can I make Periodical Payments?	X
Is there an overdraft facility available?	X
Is cheque access available?	X
Can I pay bills using BPAY®?	X
Is there an interest offset facility?	X
Is Debit Mastercard® and Handycard access available?	X

FEATURES.	WESTPAC CASH INVESTMENT ACCOUNT.
Online and Telephone Banking 24 hours 7 days.	✓ <sup>2</sup>
Can I set up direct debits?	✓
Must be linked to a Westpac Online Investing account?	✓

<sup>1</sup>. In order to be eligible to receive Bonus Interest, you must settle 3 or more ASX Trades via your linked Westpac Online Investing account within one calendar month. The Bonus Interest will apply in addition to the interest that would otherwise apply to your account. Please note settlement for ASX Trades may take up to 2 working days after trade execution.

Bonus Interest will be paid on balances in your account on and after the last business day of the previous month, up to and included the second last business day of the current month.

Bonus Interest will only be paid on balances of \$5 million or less.

<sup>2</sup>. Subject to system availability.

### Summary of fees and charges – Westpac Cash Investment Account.

The below charges to your account occur on the first business day of the following month.

FEES.	WESTPAC CASH INVESTMENT ACCOUNT.
Monthly Service Fee.	Nil.
Free Monthly Withdrawal Allowance.	Unlimited self service Online and Telephone Banking electronic transactions only.
TRANSACTION FEES (CHARGE PER TRANSACTION)	
Telephone Banking (automated).	Nil.
Telephone Banking (staff assisted).	\$5.00
Westpac Online Banking	Nil.
Westpac Group branded ATM.	N/A.
EFTPOS.	N/A.
Cheque withdrawals.	N/A.



FEES.	WESTPAC CASH INVESTMENT ACCOUNT.
TRANSACTION FEES (CHARGE PER TRANSACTION)	
Direct Debits – Westpac Online Investing.	Free.
Direct Debits – other .	\$5.00
Branch staff-assisted deposit.	Free.
Branch staff-assisted withdrawals.	\$5.00
Self service (electronic) deposits.	Free.
Self service (electronic) withdrawal.	Free. <sup>3</sup>
Pay anyone.	Free. <sup>3</sup>
Periodical Payment.	N/A.
Non-Westpac Group branded ATM withdrawal.	N/A.
Non-Westpac Group branded ATM enquiries.	N/A.
Overseas ATM cash withdrawal.	N/A.
Overseas ATM balance enquiry.	N/A.
Westpac Foreign Transaction Fee.	N/A.

<sup>3</sup>. Online banking fees may apply.

TRANSACTION FEE TYPE.	INCLUDED IN FREE WITHDRAWAL ALLOWANCE.	WHEN CHARGED TO YOUR ACCOUNT.
<p><b>Automated Telephone and Online Banking</b> means:</p> <ul style="list-style-type: none"> <li>Automated Telephone Banking transfer withdrawals.</li> <li>Online transfer withdrawals via Online Banking.</li> </ul>	Yes.	On the first day of the following month.
<p><b>Branch staff-assisted</b> withdrawals:</p> <ul style="list-style-type: none"> <li>Any withdrawals conducted at a Westpac branch or an In-store, including cashing of Westpac cheques. (An In-store is a Westpac agency at which some Westpac accounts can be opened.)</li> </ul>	Yes.	On the first day of the following month.
<p><b>Direct Debits</b> means:</p> <ul style="list-style-type: none"> <li>A transfer of funds from your account drawn under a Direct Debit request you gave another person or company.</li> </ul>	Yes.	On the first day of the following month.
<p><b>Telephone Banking – staff assisted</b> means:</p> <ul style="list-style-type: none"> <li>Telephone Banking transfer withdrawals assisted by a staff member over the telephone.</li> </ul>	Yes.	On the first day of the following month.

**Explanation of our fees and charges.**

The Bank may elect not to charge a fee, which it is otherwise entitled to charge, under the terms and conditions of the account. Any failure by the Bank to charge a fee shall not constitute a waiver of that fee or the right to charge that fee.

### Transaction fees.

Transaction fees are fees for certain customer initiated transactions performed on your account and are charged for each occasion they are performed.

Transaction fees are calculated based on the order they appear on your statement and are debited from your account on the first day of the following month or upon account closure for account activity for the previous month.

### Other bank charges.

TRANSACTION TYPE.	FEE.
<b>Account overdrawn.</b> A fee for each transaction that: <ul style="list-style-type: none"><li>• Overdraws your account or further overdraws the account;</li><li>• Is a withdrawal against uncleared funds; or</li><li>• Exceeds the available funds in the account at the time of the transaction.</li></ul>	\$9.00 per item.
<b>Bank cheques</b> Issue of a Bank cheque: <ul style="list-style-type: none"><li>• Staff assisted.*</li><li>• Online.</li></ul> Refunding a Bank cheque no longer required - original presented.*  Refunding/Replacing a Bank cheque - original lost, stolen or destroyed.*	\$10.00 per cheque (for Bank customers). \$15.00 (for non-Bank customers).  \$5.00 (for Bank customers only and includes a customised remittance plus postage and handling).  \$12.00 per cheque (for Bank customers). \$20.00 per cheque (for non-Bank customers).  \$27.00 per cheque (for Bank customers). \$32.90 per cheque (for non-Bank customers).

TRANSACTION TYPE.	FEE.
<p><b>Cheques – special answer.*</b></p> <p>Cheques processed through the clearing system, and phone or mail answer is obtained.</p> <p>‘On-the-spot’ answer at the branch on which the cheque is drawn.</p> <p>Items delivered to another branch or bank (where available).</p>	<p>\$16.00 per request.</p> <p>\$16.00 per request.</p> <p>\$75 per hour (min \$35) plus out of pocket expenses (where applicable).</p>
<p><b>Document requests.</b></p> <p><b>Special statement</b> – if you require a statement of transactions on your account to be sent to you earlier than your next statement is due.</p> <p><b>Additional copies of your current statement</b> – if you receive paper statements and want extra copies of your original statement mailed to you or to a nominated person, we can do this but you will need to let us know prior to your original statement being issued.</p> <p><b>Duplicate statement</b> – if you require an extra copy and your original statement has already been issued, we can order a duplicate statement for you. Note, duplicate statements are not issued within 5 working days of the original statement date.</p> <p><b>Online Banking statement summary</b> – a list of transactions which you can see and print out from <a href="http://www.westpac.com.au">www.westpac.com.au</a></p>	<p>\$4.00 per statement. Provides all transactions since your last statement.</p> <p>\$4.00 per page. One statement page provides approximately 36 transactions on it.</p> <p>\$7.50 per statement. One statement page provides approximately 36 transactions on it.</p> <p>Free. Provides details of your last 100 transactions plus up to the last 7 years statements.</p>

TRANSACTION TYPE.	FEE.
<p><b>Telephone Banking statement summary</b>            – a list of transactions available for mail delivery through self-service Telephone Banking. In addition you can listen to a list of recent transactions via self-service for free or via staff-assistance (subject to the free account enquiry limit).</p>	<p>Free per mail requests (via Self Service).            All transactions since your last statement.</p>
<p><b>ATM mini statement</b>            – a list of transactions available through Westpac ATMs on accounts linked to your card.</p>	<p>\$0.65            Provides details of up to the last 10 transactions since your last statement, together with your current balance.</p>
<p><b>Voucher retrieval</b>            – if you want us to physically locate a paper copy of a withdrawal slip, cheque or deposit slip that you have previously given us, we can do this. This service is available by calling Telephone Banking or at any branch.</p>	<p>\$13.00 per item.</p>
<p><b>Optional deposit services.</b></p>	
<p><b>Mail credits:</b></p>	
<p>If a deposit slip is included in the envelope with the deposit.*</p>	<p>Free.</p>
<p>If a deposit slip is not included in the envelope with the deposit.*</p>	<p>\$2.00</p>
<p>Deposits to accounts held at other banks or financial institution:</p>	
<p>By branch staff.*</p>	<p>\$5.00</p>
<p>By “Pay Anyone” function on Westpac Online Banking.</p>	<p>Free.</p>

TRANSACTION TYPE.	FEE.
<b>Outward dishonour.</b> A fee for each transaction that is dishonoured due to insufficient available funds in the account.	\$9.00 per item.

\* These fees are payable for banking services that are not related to your account, they are current as at the effective date on the front of this booklet but are subject to change without prior notice. Contact Westpac on **132 032** (personal customers) or **132 142** (business customers) for more information about our fees for other banking services.

## A guide to using your account.

You can open a Westpac Cash Investment Account via Online Banking. You will need to have a Westpac Online Investing Account in the same name and same capacity as your Westpac Cash Investment Account. The two accounts must be linked so that all trades are funded and settled to your Westpac Cash Investment Account.

### 1. Opening your accounts.

#### 1.1 What we need from you.

To open any new Westpac account we'll 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.

#### 1.2 If this is your first account with us.

Under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*, it's required that everyone who opens an account, along with all signatories to the account, must be identified, so if you're opening an account for the first time 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 any branch or visit our website **[www.westpac.com.au/aml](http://www.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.

## **2. Providing us with your Tax File Number or ABN.**

Each time you open an account that earns interest, you'll be asked if you wish to provide your relevant individual, company or business Tax File Number or your Australian Business Number. That's because, under Federal law, accounts earning interest are subject to *A New Tax System (Pay As You Go) Act 1999*.

You can provide your relevant individual, company or business Tax File Number when you open the account or at any other time. An Australian Business Number may be provided as an alternative to your Tax File Number.

For joint accounts, a minimum of two Tax File Numbers (one each) or Australian Business Numbers (one each) from the account holders is required.

For accounts in trust for someone else you should quote your own Tax File Number, or your Australian Business Number. If, on the other hand, a formal trust has been established, you can quote the trust's Tax File Number.

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

Providing us with your Tax File Number is advisable but not compulsory. However, if you choose not to provide it, we are required to deduct withholding tax at the highest marginal tax rate – plus, if applicable, the Medicare Levy, when you earn interest income of \$120 or more a year pro-rata. Any type of bank account or investment that pays interest, dividends or unit trust distributions is affected by this legislation.

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

If you fall into one of the following categories you can claim an exemption from quoting your Tax File Number, and withholding tax will not be deducted. You will need to tell us the type of exemption you are claiming. Those eligible include:

- Most pensioners;
- Customers opening special accounts where the income earned does not accrue to the person named as the account holder;
- Religious and voluntary organisations;
- Government bodies and local authorities.

The information contained in the section 'Providing us with your Tax File Number or ABN' does not constitute tax advice and is based on current tax laws and their interpretation. We recommend that you seek independent advice before agreeing to these terms.

### **2.3 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).

### **2.4 Switching to a Westpac account.**

If you are seeking to switch your personal transaction account from another financial institution in Australia, we can assist in that switching process.

## **3. Opening a joint account.**

You may open an account jointly with your spouse, family members or a group of people. The credit balance of an account held in joint names is held jointly by all account holders, which means each account holder has the right to all 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' (two or more signatories must act together) or 'severally' (signatories may act individually). The joint account holders can change this arrangement at any time simply by signing a new or amending the existing account authority.

If we are made aware of any dispute on a joint account, we may require all account holders to sign to authorise any operation on an account.

It's important to understand what each account holder's responsibilities are prior to undertaking any financial commitment jointly.

Always consider that:

- When an account is held in joint names and one account holder dies, we will treat the credit balance in the account as owing to the surviving account holder(s); and
- The liability of joint account holders on an account is joint and several, so if one (or more) of the joint account holders overdraws the account, each joint account holder may be liable for payment of all or any part of the amount overdrawn.

## **4. Opening an account held in trust.**

We can open trust accounts on request for a variety of situations that include:

- Where one or more persons open an account in which they are named as trustee for another person(s), e.g. Trustee accounts by parents or guardians for children;



- Where an individual, partnership/firm, or company is required by law to conduct a trust account, e.g. solicitor or real estate agent;
- For Trustees under a will;
- For Trustees under a deed of family arrangement.

Please note that not all account types can be held in trust. Refer to Telephone Banking or your branch for further information.

## **5. Giving someone else the authority to use your account.**

The account holder can authorise another person to operate 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. For joint accounts, each joint account holder must sign the authority.

### **The Bank may cancel a third party's authority at any time.**

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);
- Any future dated payments, authority debits, bill payments, drafts, bills of exchange, or promissory notes established by the third party prior to the cancellation of the authority.

A 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.

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. (For further information please refer to clause 24 in this booklet.)

The account holder can cancel a third party authority at any time by visiting any branch. 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.

## 6. Operating your accounts.

### 6.1 Statements.

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.

Please be advised that:

- All entries on statements should be checked carefully and any apparent or possible unauthorised transaction promptly reported to the Bank. You can query any entry on your statement by calling Telephone Banking on **132 032** (for Personal Customers) or **132 142** (for Business Customers);
- You should retain transaction records or transaction record numbers to confirm against items appearing on the statement of your account;
- 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.

Please note that statements cannot be sent to a branch for collection, unless in exceptional circumstances.

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

**Paper Statements:** A statement will be mailed to you quarterly, unless we are unable, after taking reasonable steps, to locate you. 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. For some accounts you may ask for statements to be sent to you more often.

**Electronic Statements:** As an alternative to receiving paper statements in the mail, you may be able to elect to obtain electronic statements on one or more of your deposit accounts from our website, **[www.westpac.com.au](http://www.westpac.com.au)**, using our Online Banking service or at account opening for new accounts.

You must be registered for Online Banking, supply us with a valid email address and satisfy any other applicable eligibility criteria.

\* Subject to system availability.

## **6.2 Overdrawing your accounts.**

You should not make a withdrawal transaction which:

- Takes your account(s) into negative/debit balance (or further into negative/debit balance);
- Means you will incur fees and interest charges which will take your account(s) into negative/debit balance;
- Draws against uncleared funds.

While we are under no obligation to do so on any particular occasion, we may permit you to overdraw your account as described above. This may be by paying transactions made using other channels, such as direct debit, or by making a withdrawal transaction through other electronic transaction channels.

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 7.2 in this booklet.

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

If:

- We pay a transaction (e.g. Direct Debit or other electronic withdrawal transaction initiated by you) which overdraws your account(s); 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.

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. However, you may be charged an Account Overdrawn Fee, and interest will be charged on your debit balance.

Please note that you may avoid being charged this fee by returning your account to a positive balance, by 6.00pm (Sydney time) on the day the transaction is conducted.

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.

### **Where we dishonour/reject a payment.**

If you make a transaction from your account(s) and there are insufficient funds available within the account(s) or the funds have not been cleared, your payment may be dishonoured.

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

If your account(s):

- Become overdrawn without arrangements; 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 report your default to a credit reporting agency.

You understand that the Privacy Act (1988) allows us to give a credit reporting agency certain personal information about you including, to the extent applicable:

- Permitted information about you which will allow you to be identified;
- That credit has been applied for and the amount (you acknowledge that you will be treated as having applied for credit if you make a transaction which overdraws this account/these accounts);
- If this account/these accounts become overdrawn, that we are a current credit provider to you;
- Details of payments that become overdue for more than 60 days and for which collection action has commenced;
- That payments are no longer overdue;
- That in our opinion you have committed a serious credit infringement;
- That credit provided to you by us has been paid or discharged.

If we report your default to a credit reporting agency your credit rating may be affected and you may have difficulty obtaining finance in the future.

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

When you overdraw your account, there may be occasions when repaying this debt becomes difficult. Should this arise, you should promptly contact us via Telephone Banking or visit your branch to discuss options that may be available.

## **7. Interest rates that may apply on your account.**

Interest rates on all accounts may change at our discretion and we will give reasonable notice after we have made a change to the interest rates on your account.

### **7.1 Interest that's paid to you.**

If you have a positive balance in your account, you will earn interest.

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

- Printed on your account statement;
- Printed on the interest rate sheets which can be obtained from any branch;
- Available at our website at **www.westpac.com.au**;
- Available by contacting Telephone Banking.

### **7.2 How the interest you earn is calculated and paid.**

Deposit 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.

Credit interest is credited to your account(s) on the last business day of each calendar month.

### **7.3 Interest Rate Types.**

#### **Interest rate type – Tiered.**

A variable interest rate applies to the entire balance of your account. This interest rate is Tiered, meaning that the particular variable rate that applies to your account will depend on the amount of your account balance.

#### **Interest rate type – Bonus Interest.**

In order to be eligible to receive Bonus Interest, you must settle 3 or more ASX Trades via your linked Westpac Online Investing account within one calendar month. The Bonus Interest will apply in addition to the interest that would otherwise apply to your account. Please note settlement for ASX Trades may take up to 2 working days after trade execution.

Bonus Interest will be paid on balances in your account on and after the last business day of the previous month, up to and included the second last business day of the current month.

The Bonus Interest rate for each day is set out in the Interest Rate Flyer current on that day (available in branch or by calling **132 032** or **132 142**).

Bonus Interest will only be paid on balances of \$5 million or less.

For the purposes for this clause, if settlement of a trade made on a day that is not a Business day will be treated as having been made on the next Business day.

### **Interest that's charged to you.**

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 interest rate leaflet available by contacting the telephone number listed on page 3 of these Terms & Conditions booklet or from any branch.

## **8. Stopping a payment.**

### **8.1 How to stop a Direct Debit or a recurring payment.**

You can authorise another party to debit your account for payment of services and you want to stop the arrangement, you can do this in two ways:

- Contact the authorised party yourself to request a cancellation; or
- We can contact the authorised party on your behalf to request a cancellation.

The Bank will promptly process any:

- Instruction by you to cancel a Direct Debit Request relevant to a banking service we provide to you; or
- Complaint by you that a Direct Debit was unauthorised or otherwise irregular.

When you contact us to request the cancellation, we can complete the request on your behalf and forward it to the authorised party. We will then put a 'stop' on your account which will prevent all withdrawals by the previously authorised party for a period of three years. You can request this 'stop' to be cancelled at any time.

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

### **9.1 Inactive accounts.**

If your account becomes inactive we may close your account and provide you with notice within a reasonable time after closing the account. Your account becomes inactive if:

- You do not make any deposits and/or withdrawals during a continuous six-month period; and
- The balance of your account is nil or in debit without any arrangements.

### **9.2 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 three months or more to recover money that has been transferred to the government).

## **10. When the Bank can combine your accounts.**

Deposit accounts should not be overdrawn unless you have made prior arrangements with us. If you overdraw your account without arrangement 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.

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.

## **11. Closing your accounts.**

If your linked Westpac Online Investing account is closed you must promptly notify Westpac via the telephone number listed on page 3 of these Terms & Conditions booklet. If you choose not to link your account to another Westpac Online Investing account in your name your Westpac Cash Investment Account will be closed. Please note that Westpac won't notify Online Investing if you close your Cash Investment Account linked to your Westpac Online Investing account.

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 by fax or by mail.

On rare occasions we may also exercise our discretion to close accounts due to unsatisfactory conduct. If this happens, we will notify you in writing at the address shown on our records and will also enclose a Bank cheque for the net credit balance of the accounts.

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

The net credit balance of your accounts is calculated as credit balance plus deposit interest, if any, less any accrued account fees and government charges applicable up to the closing date. Monthly fees will apply even though the accounts have been open for only part of the month.

### **11.2 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, account fees including monthly or quarterly fees and government charges applicable up to the closing date.



## 12. Different ways of making deposits.

TYPE OF DEPOSIT.	DEPOSIT OPTIONS.
Branch/ In-store.	To deposit a cheque or cash to your account over the counter, or to transfer funds between accounts.
Express Deposit Facility. <sup>1</sup>	For depositing cheques only.
Periodical Payment.	For making regular loan payments or regular deposits to a savings or investment account with us or at another bank.
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 using the automated service or by speaking to a Banking Representative.
Mail credit. <sup>1</sup>	When you want to mail a cheque deposit to us. We recommend you send only cheques through the mail.
Direct credit.	When you want to arrange for a deposit to be automatically paid into your account (e.g. a direct salary credit).

<sup>1</sup>. If you are making a deposit through the mail or via Express Deposit Facility, remember a completed deposit slip must be included.

### 13. Different ways of making withdrawals.

TYPE OF WITHDRAWAL.	WITHDRAWAL OPTIONS.
Cash (from a branch/ In-store).	Withdraw cash from the branch by completing a signed withdrawal slip/ personal cheque and having your signature verified to branch records.
Transfer funds (to one of your own accounts within the Bank).	Funds can be transferred easily between Westpac accounts via Telephone Banking, using the 'Transfer funds' function on Online Banking, using an ATM (linked accounts only) or at any branch/In-store.
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 the 'Pay Anyone' functions on Westpac Online Banking or at any branch/In-store.  An overseas payment facility is also available at any branch.

# Ways of accessing your accounts.

## 14. Your choices at a glance.

ACCESS CHANNEL.	WHAT IT OFFERS.
Branch.	See our branch staff for over-the-counter transactions, and help with services like Telephone Banking and Westpac Online Banking.
Online Banking.	See all your accounts on one screen to get a better picture of your banking instantly.
In-store.	Face-to-face service for everyday banking from the convenience of a dedicated counter in a local store.
Telephone Banking.	Check balances, pay bills and transfer money between your accounts automatically, wherever and whenever you like, with just one call.

As the table above shows, there are many ways you can use your account, with some of these services available 24 hours a day, 7 days a week<sup>1</sup>. Choose the services that work best for you – they’re all detailed in the rest of this section.

<sup>1</sup>. Subject to system availability.

## 15. Branch.

Our branch staff are available to talk to you in person about other products and services, offer advice, and show you how to use services you may not be familiar with, such as Telephone Banking and Online Banking.

### 15.1 What you can do at a branch with your Westpac Cash Investment Account.

- Ask about ways to minimise fees.
- Check account balances.
- Get mini-statements and get a copy of a previous statement.
- Obtain balance summaries.
- Deposit cheques over-the-counter.
- Get details of your transactions.
- Deposit cheques via Express Deposit facility.
- Deposit cash.
- Withdraw cash.

## 16. In-store.

These are partnerships between the Bank and a business in your community. An In-store offers face-to-face everyday banking from the convenience of a dedicated counter in a local store, e.g. a banking counter in your local chemist.

At an In-store you'll receive personal counter service for your day-to-day transaction needs.

Any other services can be easily accessed by the In-store phone.

In-stores are located in a number of regional and metropolitan areas within Australia.

## 17. Personal Telephone Banking.

Personal Telephone Banking lets you check balances and transactions, pay bills and transfer money between your accounts wherever and whenever you like, with just one call. And, if you need help, a Banking Representative is one push of a button away.

Our helpful Bankers can provide information about Westpac products, services, interest rates and fees.

### WHAT YOU NEED.

8-digit customer number and 3-digit access code.

### 17.1 Getting started.

To start using Personal Telephone Banking, here's all you need to do:

- Call **132 032**;
- Have your 8-digit customer number handy;
- When your call is answered, select the appropriate menu option to speak with a Banking Representative who will then ask you several questions to confirm your identity;
- You will be asked to select a 3-digit access code.

You will need your 8-digit customer number and your 3-digit access code to use both self-service and staff-assisted Personal Telephone Banking. These numbers will give you access to all accounts under your customer number. For more information, see the relevant Product Disclosure Statement applying to Personal Telephone Banking available from any branch.

## 18. Business Telephone Banking.

Business Telephone Banking lets you check balances, pay bills, transfer money automatically whenever you like with just one call, 24 hours a day, 7 days a week. And, if you need help, Banker assisted Telephone Banking is provided 8am-8pm, Monday to Friday.\*

## WHAT YOU NEED.

8-digit customer number, 3-digit numeric access code and a signed authority form. If access is required for more than one user, you will also need a 2-digit group number.

### 18.1 Getting started.

Business Telephone Banking is only available to those customers who open a Westpac Cash Investment Account in a Business name.

To register for Business Telephone Banking:

- Simply call at your local branch or speak with your relationship manager to complete the application form(s); or
- Complete the online application form available at **[www.westpac.com.au/BTB](http://www.westpac.com.au/BTB)**

You can view the Business Telephone Banking Product Disclosure Statement prior to using the service by visiting **[www.westpac.com.au](http://www.westpac.com.au)**

### 19. 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 pay almost anyone in Australia at any time. You can also print out or save your statements fee-free.

\* Not all staff assisted services are available on National and State public holidays.

We may also issue you with a token device or send you Westpac Protect™ SMS Codes to use with Westpac Online or Business Online Banking. If we do, you will also need that token device or SMS code. Information about the token device is set out in the Westpac Online Banking Terms and Conditions.

## WHAT YOU NEED.

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

### 19.1 Getting started.

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

### 20. Business Online Banking.

You can use Business 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 at any time and print out statements fee-free.

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**WHAT YOU NEED.**

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

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### **20.1 Getting started.**

Business Online Banking is only available to Business customers.

To register for Business Online Banking, call **1300 655 505** (8am-8pm, Monday to Friday). When you use Internet Banking for the first time you will be required to accept the Terms and Conditions that are provided online. You can view the Online Banking Terms and Conditions prior to using the service by visiting **[www.westpac.com.au](http://www.westpac.com.au)**.

### **21. Corporate Online.**

Corporate Online is only available to Business customers.

Westpac Corporate Online is an internet based electronic platform, providing a single point of entry to a suite of online transactional services specifically designed for corporate, business and government customers in Australia and New Zealand as well as international corporations.

You can obtain the terms and conditions for Corporate Online prior to using the services by referring to our Corporate Online Terms & Conditions.

### **22. Online Investing.**

With Westpac Online Investing at your fingertips, you'll have an online share trading service designed for you to take control of your investment decisions. You'll have access to our Research Centre, giving you key information and helpful tools to manage your share portfolio.

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**WHAT YOU NEED.**

Westpac Online Investing User ID and Password.

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### **22.1 What you can do with Westpac Online Investing.**

- Trade with the Westpac Cash Investment Account\*.
- Trade all ASX listed shares, warrants and options.
- Register to earn Westpac Altitude points for every trade.
- Flexibility to pay from any account.
- Manage your share portfolio online.
- Conditional orders and alerts services.
- Access to live share prices and market information.
- Comprehensive research centre including buy, sell recommendations.
- Other investment opportunities such as floats and structured products.
- Free to register.

\* If your Westpac Online Investing facility is linked to a Westpac Cash Investment Account, the share trading fee may be reduced. Please see the Terms and Conditions and Financial Services Guide for Online Investing for further information.

## **22.2 Getting started.**

Visit the Westpac Online Investing website by going to <https://onlineinvesting.westpac.com.au> and click on Join Now and you'll see there are three ways to open a Westpac Online Investing Account:

1. Complete the online application form.
2. Download and complete the application form.
3. Request an application pack by email or call us on **13 13 31**, Monday to Friday 8am–7pm (Sydney time).

Once registered, you will receive a Welcome email, which includes the Westpac Securities Limited Financial Services Guide. If you have any questions about starting share trading, please call us on **13 13 31**.

## **22.3 Terms and Conditions.**

The Terms and Conditions applicable to Westpac Online Investing are available any time from the Westpac Online Investing Website.

## **23. Cheques.**

### **23.1 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 (i.e. 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.

### **23.2 How to get access to cheque funds early.**

The value of a cheque that you deposit to your account is normally made available to you after 3 business days.

A valid cheque can sometimes be cleared on the day it is presented if you are willing to pay for the service, which is called 'Special Answer' or 'Special Clearance'. There are fees for this service (depending upon the option you select).

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

### **23.3 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 – i.e. 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;
- There is a court order which prevents the drawer's account being used;
- The Bank has been notified of the drawer's death, mental incapacity or bankruptcy.

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.



# Security and liability for Telephone Banking and Online Banking usage.

Anyone who has your Telephone Banking access code or Online Banking password can make transactions on your accounts, you must take special care to protect them.

## 24. Liability for unauthorised transactions.

### 24.1 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 user has not contributed to the loss.

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

- Are caused by the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of 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 device or code and happen before the user receives their device or selects their code(s) (as the case may be), including a replacement or reissued device or code; or
- Require the use of a device or code and happen after we have been notified that the security of any code or device has been breached; or
- Are made with a code or 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 require a code, provided the account holder did not unreasonably delay in reporting the loss or theft of the device.

## 24.2 When the account holder is liable.

The account holder will be liable for losses resulting from transactions which are carried out by the user, or by another person with the user's knowledge and consent.

The account holder will be liable for actual losses resulting from unauthorised transactions caused by the user:

- Engaging in fraud; or
- Voluntarily disclosing any of their codes to anyone, including a family member or friend; or
- Keeping a record of a code:
  - Without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
  - Where more than one code is used, recording both/all codes in a way that they could be lost or stolen together; or
- Selecting a code which represents their birth date, or being an alphabetical code which is a recognisable part of their name, after we have asked them not to select such a code and told them of the consequences of doing so; or
- Acting with extreme carelessness in failing to protect their codes.

The account holder will also be liable for actual losses resulting from unauthorised transactions caused by the user unreasonably delaying notifying us of the misuse, loss or theft 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 their account(s) or the relevant access method;
- That portion of the losses incurred which exceed the balance of their account(s), including any pre-arranged credit;
- Losses incurred on any accounts which the account holder and the Bank had not agreed could be accessed using the relevant access method.

The account holder's liability under this clause is subject to the Bank reasonably concluding 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 reasonably conclude 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 reasonably conclude, that the breach of the security requirements was more than 50% responsible for the losses.

### **24.3 When limited liability applies.**

The account holder will only be liable for losses resulting from unauthorised transactions to a limited extent, in circumstances where a code was required to perform the transaction and it is unclear whether the user contributed to the loss. The account holder's liability in such cases will be the least of:

- \$150; or
- The balance of the account(s), including any pre-arranged credit; or
- The actual loss at the time we are notified of the 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).

Our liability for any loss arising from equipment or system unavailability or malfunction, where a user should reasonably have been aware that the system or equipment was unavailable or malfunctioning, is limited to:

- (a) correcting any errors; and
- (b) refunding any fees or charges imposed on the user.

### **24.4 Loss, theft or misuse of a code.**

You must promptly notify us if your code is lost, stolen or misused or you suspect that unauthorised transactions have been made on any account. The best way to contact us is by visiting a Westpac branch or calling our Customer Service Centre on **132 032**, or on **+61 3 6345 1058**, if you are calling from overseas.

## **25. Mistaken internet payments.**

This clause 25 does not apply to BPAY payments.

If this account is governed by the ePayments Code the following applies.

### **25.1 Reporting mistaken internet payments.**

You should report mistaken internet payments to us as soon as possible after you become aware of them. You can report mistaken internet payments to us by visiting a Westpac branch or by calling our Customer Call Centre on

- **132 032** if calling within Australia;
- **+61 3 6345 1058** if calling from overseas.

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

## **25.2 Dealing 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. Set out at clauses 25.3 to 25.4 is a summary of the processes in that Code.

We may be the **sending institution**, namely the financial institution whose customer made the payment or the **receiving institution**, namely 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 cannot guarantee that it will 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 does not 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.

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.

## **25.3 Where sufficient funds are available in the unintended recipients 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 internet transaction is made.

### **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.

### **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.

### **Where a report is made after 7 months of 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.

Where the funds are returned to the sending institution, it will return the funds to the holder as soon as practicable.

### **25.4 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.

## **25.5 Where you receive a mistaken internet payment.**

Where:

- (a) both we and the sending institution reasonably conclude that a payment made to your account is a mistaken internet payment; and
- (b) sufficient credit funds are available in your account to the value of that payment; and
- (c) the mistaken internet payment is reported 7 months or less after the payment; and
- (d) for mistaken internet payments reported between 10 business days and 7 months of the payment, you do not establish that you are entitled to the payment within the relevant 10 business day period referred to in clause 25.3,

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 25.3.

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 the subject of a mistaken internet payment where we are required to do so to meet our obligations under the ePayments Code.

## **25.6 Liability for losses arising from internet payments.**

You must ensure that internet payment details are correct. You and your 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 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.

## **25.7 When the Bank may prevent access to funds in your account.**

If this account is not governed by the ePayments Code the following applies.

Further to any term contained in this booklet, if your account receives a mistaken internet payment or we believe you are not entitled to funds in your account then we may:

- Withdraw funds from your account; or
- Prevent you from withdrawing funds.

# General matters.

## **26. The Code of Banking Practice.**

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

Each relevant provision of the Code applies to the banking products and services described in this booklet. The general descriptive information referred to in clauses 13.1 and 13.2 of the Code is set out in this booklet. This includes information about:

- Account opening procedures;
- Our obligations regarding the confidentiality of your information;
- Complaint handling procedures;
- Bank cheques;
- The advisability of you informing us promptly when you are in financial difficulty; and
- The advisability of you reading the terms and conditions applying to the relevant banking service.

## **27. 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, on-line payments, telephone banking payments and BPAY. We will comply with this Code where it applies.

## **28. 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 calling Telephone Banking, Online Banking or at any Westpac Branch or In-store.

If the account signatories change, please notify us as soon as possible by visiting any of our branches.

Please note that unless you have given us adequate prior notification of account changes, we cannot be held responsible for any resulting errors or losses.

## **29. 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 by:

- Calling Telephone Banking on **132 032**;
- Asking at any of our branches;
- Visiting our website at **www.westpac.com.au**

In addition to the Bank's duties under legislation, it 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;
- Where disclosure is made with your express or implied consent.

## **30. 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. We recommend that you seek independent advice before agreeing to these terms.

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.



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

Staff are paid a combination of salary and superannuation but may also become entitled to other benefits as a result of customers acquiring products through them. These other benefits may include cash incentive programs where staff may be eligible for a cash bonus based on the performance of their team and their own performance for achieving or exceeding a sales target. The performance requirements include a variety of key behaviours and objectives, such as the quality of their customer service and level of product sales made by them and by other areas of the business as a result of their referrals.

The amount of the bonus will be based on the extent to which they have exceeded their objectives, their general behaviour, the performance of their business unit and their job classification.

Staff may also be entitled to receive other benefits from incentive and promotional programs. These vary from small non-monetary rewards such as movie tickets, hampers and dinners, to more valuable benefits such as flight and accommodation packages.

### **32. Communication with you.**

From time to time, members of the Westpac Group may contact you or send you information about other Westpac products and services that we feel might be of relevance or benefit. (Westpac Group refers to Westpac Banking Corporation and its related bodies corporate which include companies that bear the 'Westpac, St.George, BankSA' or 'BT' name.)

Although we encourage you to receive this information, it is not compulsory. If you do not wish to receive it, please advise us in one of these three ways:

- Call Telephone Banking on **132 032** (for Personal Customers) or **132 142** (for Business Customers);
- Write to us at **GPO Box 3433, Sydney NSW 2001**; or
- Visit any of our branches.

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

### **33. Anti-Money Laundering and Counter-Terrorism financing obligations.**

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

You should be aware that:

- Transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of any other country). Where transactions are delayed, blocked, frozen or refused, Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with any deposit product;
- We may from time to time require additional information from you to assist us in the above compliance process; and
- Where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties.

You provide Westpac the following undertakings and indemnify Westpac against any potential reasonable losses (but excluding to the extent due to our fraud, wilful misconduct or gross negligence) arising from any breach by you of such undertakings:

- (a) you will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country); and
- (b) the underlying activity for which any deposit product is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

## **34. What to do if you have a problem or dispute.**

### **Getting your complaint heard.**

Sometimes you may want to talk about problems you are having with us. Fixing these problems is very important to us.

We've put in place ways of dealing with your issues quickly and fairly.

### **Please talk to us first.**

We aim to resolve your complaint at your first point of contact with us. So please raise your complaint with any of the people handling your banking.

You can contact us 24 hours a day, 7 days a week, from anywhere in Australia, by:

- Telephone: **1300 130 467**
- Email: Visit our website, **www.westpac.com.au**, click on 'Contact Us' and then 'Customer Feedback'.
- Fax: **1300 655 858**
- Mail: **Reply Paid 5265, Sydney NSW 2001.**

### **Contact our Customer Relations and Support Team.**

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

You can also contact our Customer Relations and Support Team directly by:

- Telephone: **1300 130 206**
- Email: Visit our website, **www.westpac.com.au**, click on 'Contact us' and then 'Customer Feedback'.
- Fax: **1300 655 858**
- Mail: **CRST, Reply Paid 5265, Sydney NSW 2001.**

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

If we haven't been able to deal with your issues to your satisfaction there are a number of other bodies you can go to. One of these is the Financial Ombudsman Service (FOS). The FOS deals with complaints about banks and their related companies. Their contact details are:

#### **Financial Ombudsman Service.**

- Telephone: **1300 780 808**
- Fax: **(03) 9613 6399**
- Online: **www.fos.org.au**
- Mail: **GPO Box 3, Melbourne VIC 3001.**

### 35. Changes to terms and conditions.

We may change the terms and conditions that apply to:

1. Your account;
2. Your account access channels (e.g. Telephone Banking, Online Banking); or
3. The product or services 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 restore or maintain the security of our systems or of individual accounts or facilities. Unless otherwise specified in this booklet, we may notify you of changes as set out in the following table:

TYPE OF CHANGE.	TIMEFRAME.	METHOD OF NOTIFICATION.
Introducing a new fee.	30 days in advance.	In writing, electronically or through media advertisement.
Increasing an existing fee.	30 days in advance.	
Change in the way interest is calculated, charged or paid to the Account.	30 days in advance.	
Increasing your liability for losses relating to electronic transactions or varying the daily or periodic limits applying to electronic transactions.	20 days in advance.	
Interest rate changes.	On or in advance of 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.	

TYPE OF CHANGE.	TIMEFRAME.	METHOD OF NOTIFICATION.
Government charges.	In advance of the change, or as soon as practicable afterwards, unless the change has been publicised by a government agency, government or representative body.	In writing, electronically or through media advertisement.
Change to how and when deposits may be made.	On or in advance of the date of the change.	
Change to the how and when withdrawals may be made from the Account.	On or in advance of the date of the change.	
Change to any term or condition necessary or desirable to comply with or reflect any law, regulator guidance or requirement, or decision of a court or other dispute resolution process.	In advance of the change, or as soon as practicable afterwards, unless the change has been publicised by a government agency, government or representative body.	

TYPE OF CHANGE.	TIMEFRAME.	METHOD OF NOTIFICATION.
Change to any term or condition where the change reflects changes to our business or technological systems or processes, where we reasonably consider the change to be beneficial to you, or where the change is administrative or corrects a mistake or omission.	On or in advance of the date of the change.	In writing, electronically or through media advertisement.
Change to any term or condition in any circumstance where it is reasonably necessary to protect our legitimate interests.	On or in advance of the date of the change.	

By electronically, we mean by:

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

### **36. Our reporting obligations.**

We are required to identify certain US persons in order to meet account information reporting requirements under local and international laws.

If you or (where you are an entity) any office bearer\* of the entity and/or any individual who holds an interest in the entity of more than 25% (a Controlling Person) are a US citizen or US tax resident, you must telephone **1300 658 194** at the time of accepting these Terms and Conditions. When you contact us you will be asked to provide additional information about your US tax status and/or the US tax status of any Controlling Person which will constitute certification of US tax status for the purposes of the application to which these Terms and Conditions relate.

Unless you notify us that you and/or any Controlling Person are a US citizen or US tax resident as specified above, accepting these Terms and Conditions constitutes certification that you and/or any Controlling Person are not a US citizen or US tax resident.

If at any time after account opening, information in our possession suggests that you and/or any Controlling Person may be a US citizen or US tax resident, you may be contacted to provide further information on your US tax status and/or the US tax status of any Controlling Person. Failure to respond may lead to certain reporting requirements applying to the account.

\* Director of a company, partner in a partnership, trustee of a trust, chairman, secretary or treasurer of an association or co-operative.

## Definitions.

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

**'account'** means a Westpac Cash Investment Account unless stated otherwise.

**'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.

**'Account signatory'** means each person, or persons, the account holder authorises to operate one or more of their accounts independently.

**'ASX Trades'** means trades in Australian shares, options, warrants, Exchange Traded Funds (ETF) and Exchange Traded Commodities (ETC). International Equity trades are excluded.

**'Available balance'** means the total balance in your account less any unsettled transactions (i.e. cheques deposited that have not yet been cleared).

**'Automated Telephone and Online Banking withdrawals'** means Automated Telephone Banking transfer withdrawals and online transfer withdrawals via Online Banking.

**'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.

**'Branch staff-assisted withdrawals'** means any withdrawals conducted at a Westpac branch or an In-store, including cashing of Westpac cheques. (An In-store is a Westpac agency at which some Westpac accounts can be opened.)

**'Brokerage Fee'** means a fee charged by an agent, or company to facilitate transactions between buyers and sellers. The brokerage fee is charged for services such as share trading sales and purchases. Brokerage is calculated as the greater of the minimum brokerage or percentage of the transaction amount.

**'code'** means a PIN, Telephone Banking access code, 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.

**‘customer initiated deposits’** means any deposits made by or at your request. Examples include a deposit of money by way of salary, pension, cash or cheque. It does not include certain amounts credited by us such as some interest, rebates and adjustments.

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

**‘Direct Debit’** means a transfer of funds from your account drawn under a Direct Debit request you gave another person or company.

**‘electronic transactions’** means payment, 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.

**‘In-store’** are partnerships between the Bank and a business in your community. An In-store offers face-to-face everyday banking from the convenience of a dedicated counter in a local store, e.g. a banking counter in your local chemist.

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

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

**‘mistaken internet payment’** means a payment, other than one made using BPAY, by an individual through a ‘Pay Anyone’ internet banking facility and processed through direct entry where the funds are paid into the account of an unintended recipient because the user enters or selects a BSB number and/or identifier that does not belong to the intended recipient as a result of the individual’s error or the individual being advised of the wrong BSB number and/or identifier.

**‘Online Banking’** means Westpac Online Banking (if you open an account as a personal customer) or Business Online Banking or Corporate Online (if you open an account as a business customer).

**‘other bank’** means any bank or financial institution which is not part of the Westpac Group.

**‘Person’** includes an individual, company, society, club, association or authority.

**'Settlement'** means the settlement of a sale or a buy of trade(s) by Direct Credit or Direct Debit in between your Westpac Cash Investment Account and your linked Westpac Online Investing account.

**'Telephone Banking'** means Personal Telephone Banking if you open an account as a personal customer or Business Telephone Banking if you open an account as a business customer.

**'the Bank', 'we' and 'us'** means Westpac Banking Corporation.

**'user'** means the person(s) authorised by the account holder to perform the type of transactions permitted by the account holder.

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



**For more information:**



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