

# FLEX CARD

- [Terms and Conditions.](#)



Effective date: 24 September 2021



## We're here to help

For general enquiries relating to your Flex Card Account or to report a problem please contact us using any of the methods below. You must contact us immediately if your Card is lost or stolen or you believe your PIN or other passcodes have been compromised (this may stop you being liable for some types of transactions (see Clause 8)).



Visit us online at  
[westpac.com.au/personal-banking/credit-cards](https://westpac.com.au/personal-banking/credit-cards)



Call us 24 hours a day, 7 days a week  
on 1300 651 089 if you are in Australia  
+61 2 9155 7700 if you are abroad



Talk to us at any Westpac branch

If you wish to contact us in relation to financial hardship assistance, or have a complaint, please see below:

### **Customer Solutions and Support.**

**Phone:** 132 032

**Online:** [westpac.com.au/contact-us/feedback-complaints](https://westpac.com.au/contact-us/feedback-complaints)

### **Westpac Assist.**

(If you are experiencing financial difficulties please contact us as soon as possible)

**Phone:** 1800 067 497

**Online:** [westpac.com.au/westpacassist](https://westpac.com.au/westpacassist)

### **Australian Financial Complaints Authority (AFCA).**

If you are not satisfied with our response or handling of your complaint you may contact this free, independent external dispute resolution scheme.

**Phone:** 1800 931 678 (free call)

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

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

**Mail:** GPO Box 3, Melbourne VIC 3001

# Contents

<b>We're here to help</b> .....	<b>2</b>
<b>Important information</b> .....	<b>5</b>
<b>Terms and conditions</b> .....	<b>7</b>
1.0 About your contract with us. ....	7
2.0 Your Card and PIN. ....	8
3.0 Using your Flex Card. ....	9
4.0 Statements and other communications. ....	12
5.0 Fees. ....	12
6.0 Paying your Flex Card Account. ....	13
7.0 This clause is not in use. ....	15
8.0 What to do if you have a problem. ....	16
9.0 Closing your Flex Card Account or cancelling your Card. ....	18
10.0 Our additional obligations and rights. ....	20
11.0 Meaning of important terms. ....	23
<b>Feedback and Complaints</b> .....	<b>25</b>

# Important information

These Terms and Conditions, together with your Flex Card Specs, set out the terms of your Flex Card Contract. It is important that you read all of the terms of your Flex Card Contract. However, set out below are some of the key terms that you should be aware of before agreeing to enter into the Flex Card Contract:

- As set out in our Privacy Policy and Privacy Statement, we may collect information about you and about your use of the Flex Card Account, and disclose such information to third parties (this may include suppliers and service providers, credit reporting bodies and government agencies). This means that third parties may hold and use personal information about you.
- You must use your Flex Card Account primarily for personal and household expenses and you are limited in respect of the kinds of transactions that you may make. This means that we may cancel your Card or close your Flex Card Account if we believe that you are using your Flex Card Account mainly for business purposes and we will decline certain transactions. See clauses 3.1 and 3.6 for further details.
- We may decline to authorise a transaction without prior warning to you for various reasons, including if you do not have an active Autopay arrangement on your Flex Card Account, your Flex Card Account is in arrears, the transaction would cause you to exceed your credit limit or we believe the transaction may involve fraud or illegality. See clause 3.4.
- You must promptly tell us if your contact details change. If you don't provide up to date contact information, this may impact your rights under the Flex Card Contract. See Clause 4.2.
- In certain circumstances, you may be liable for unauthorised use of your Flex Card. See Clauses 2.1 and 8.1 for circumstances where you may be liable.
- We may cancel your Card or block your Flex Card Account in certain circumstances without giving notice. Examples of where this may occur are where you don't have an active Autopay in place or if we suspect fraud or need to take action to prevent losses or you are in default under your Flex Card Contract. See clause 9.2 for further details of when we can do this.

- If you are in default (which is described in Clause 9.3), we may require you to immediately repay the entire balance of your Flex Card Account and you may be liable for reasonable enforcement expenses if we take enforcement proceedings to recover amounts owing to us. See Clause 9.1.
- If your Flex Card Account is closed or your Card is cancelled, you must destroy any physical Card you have received. You will be liable for recurring payments and transactions debited to your account prior to the Flex Card Account being closed. Even if your Card is cancelled or the Flex Card Account is blocked, you still need to comply with your obligations under the Flex Card Contract, including any payment obligations. See Clause 9.4 for further details.
- We may use your funds held in one account to repay amounts owing to us on another account. See Clause 10.1.
- We may vary your Flex Card Contract without your consent and, in some cases, without prior notice. See Clause 10.3 for details of the changes we can make and how we can make them.
- We may take various actions to comply with our anti-money laundering and counter-terrorism financing obligations. Clause 10.5 provides further details of things you need to be aware of and includes undertakings and an indemnity that you agree to when entering into the Flex Card Contract. Please read Clause 10.5 carefully.

# Terms and conditions

## 1.0 About your contract with us.

### 1.1 Introduction.

These Terms and Conditions govern Flex Card Accounts issued by Westpac.

### 1.2 The Flex Card Contract.

The Flex Card Contract will be made up of these Terms and Conditions along with the Flex Card Specs. Both of these documents are provided in the welcome email we send to you. Please read these documents together and keep them.

When you access or use Online Banking, the Online Banking Terms and Conditions apply. This document is available at

 [westpac.com.au/terms](https://westpac.com.au/terms)

### 1.3 When the contract is formed.

When you activate the Flex Card Account using Online Banking, accept the Flex Card Contract using any other method we make available, or the first transaction is made on the Flex Card Account, you agree to enter into the Flex Card Contract with us and accept these Terms and Conditions.

### 1.4 Codes of practice.

The relevant provisions of the Banking Code of Practice apply to the services referred to in this document. We will comply with the Banking Code of Practice and the ePayments Code where they apply to the Flex Card Account.

- You can view a copy of the Banking Code of Practice on our website or ask us for a hard copy at one of our branches or over the phone.
- You can also view a copy of the Banking Code of Practice on the Australian Banking Association's website: [www.ausbanking.org.au](https://www.ausbanking.org.au)
- The ePayments Code can be found on ASIC's website: [www.asic.gov.au](https://www.asic.gov.au)

## **2.0 Your Card and PIN.**

### **2.1 Protecting your Card and PIN.**

When we make an offer to you to enter into the Flex Credit Contract you will be issued with a digital Card.

You can make a request for us to issue you with a physical Card through Online Banking or through our Contact Centre. If you do so, you must sign your Card as soon as you receive it and keep it with you or in a safe place at all times.

When your Card is issued we will also provide you with a personal identification number ('PIN') or instructions on how to generate a PIN. This PIN is used to securely identify yourself and approve transactions.

Do not select a PIN that represents your birthdate or could be easily guessed.

Do not tell anyone your PIN (including family and friends) and do not write it on your Card (or anything you keep or carry with your Card). You should try to memorise your PIN. However, if you need to keep a record of it you must take reasonable steps to properly hide or disguise it (such as hiding it among other records or putting it in a place where a PIN would not be expected to be found) or protect it from unauthorised access (such as keeping it in a secured locked place).

It is important that you take proper steps to protect your Card and PIN. If you do not, you may be liable if someone uses your Card without your permission (see Clause 8 for more detail).

### **2.2 Card validity and ownership.**

All Cards are the property of Westpac. We may (but do not have to) issue a new Card to you at any time. Your Card must not be used after its expiry date.

### **2.3 No Additional Cardholder.**

You cannot have Additional Cardholders added to a Flex Card Account.



## **3.0 Using your Flex Card.**

### **3.1 What you can use your Flex Card for.**

Your Flex Card Account must be used mainly for personal or household expenses. If we believe your Flex Card Account is being used mainly for business related expenses, we may transfer you to another product or cancel your Flex Card or close your Flex Card Account. Your Flex Card Account must not be used for any illegal purpose or in a way that would breach international sanctions.

You can use your Flex Card to make Purchases through payment terminals, (e.g. at a shop), online, within an app, by telephone or through mail order. Where your Card has been linked to a Westpac deposit account, you can use the Card to make purchases or withdraw cash from the linked account at eftpos terminals and ATMs by selecting the cheque or savings account options.

Cash Advances are not permitted on the Flex Card. However, if you do attempt to make a Cash Advance, there may be circumstances where we are unable to block it. In those instances, the transaction will be treated as a Purchase and you must still repay the resulting balance.

### **3.2 Recurring payments.**

You may authorise a Merchant to charge recurring payments to your Flex Card Account automatically without requesting your authorisation on each occasion. 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. You should update your details with the Merchant whenever your Card details change. If you wish to cancel or change a recurring payment arrangement you should contact the Merchant directly before the next payment is due. Depending on your agreement with the Merchant, if you do not leave enough time, you may still be liable for that payment. If a Merchant does not act on your instruction to cancel a recurring payment you may contact us to dispute the transaction on your behalf. Please see Clause 8.1 for details on how to dispute a transaction.

### **3.3 Foreign transactions.**

Any transaction in a foreign currency will be converted into Australian Dollars by the card scheme (either Visa or Mastercard) that processes the transaction at an exchange rate they set. If this transaction is later reversed or refunded in full or in part, the exchange rate used for the reversal or refund may differ from that used for the original transaction.

Some Merchants allow you to convert a foreign currency into Australian Dollars at the time of Purchase.

If you select this option the exchange rate will be set by the Merchant and the Merchant may charge you a fee.

### **3.4 Confirming and authorising transactions.**

There are a number of ways you may be able to confirm a transaction. These include:

- holding your mobile device (if your Card is enrolled in a mobile wallet), or physical Card in front of a contactless payment device
- signing your name
- entering your PIN
- entering your Card details and any other information required.

Before you do so, you must check that the transaction amount is correct and you are sure you wish to proceed with the transaction.

After you have confirmed a transaction it may need to be authorised. The amount you can access on the Flex Card Account will then reduce. Sometimes a transaction will not be completed after it is authorised, such as where it is reversed by a Merchant. If this happens, the amount you can access may still be reduced for up to four business days.

We reserve the right not to authorise any transaction but we will typically only do this where:

- you do not have an active Autopay arrangement on your Flex Card Account (e.g. due to two consecutive Autopay payments being dishonoured) (more detail on Autopay can be found in Clause 6.2);
- the transaction would cause you to exceed any of the limits that apply to your Flex Card Account (more detail on limits can be found in Clause 3.5);
- we believe the transaction may involve fraud;
- your Flex Card Account is in arrears; or
- we believe the transaction may be illegal or prohibited by international sanctions.

### 3.5 Limits that apply.

Your Flex Card Account has a credit limit and a transaction limit.

**Credit limit** – This is the total amount you can access on your Flex Card Account and is initially listed in your Flex Card Specs. All authorised transactions (including holds placed on your Flex Card Account) reduce the amount you can access even if they have yet to be processed to your Flex Card Account. Some transactions may proceed even though they may take the Flex Card Account balance over the credit limit. If this happens, any amount above your limit is payable immediately.

**Transaction limit** – This is the daily limit, as initially listed in your Flex Card Specs, that applies to the combined value of the following transactions made with your Card:

- Permitted ATM cash withdrawals (this is only available where you are using an ATM to withdraw cash from a linked transaction account)
- Bank@Post transactions (e.g. to withdraw cash from a linked transaction account)

Some Merchants and ATM operators may apply their own additional restrictions.

### 3.6 Gambling.

We will decline all transactions for the Card Account where:

- the card scheme (Visa or Mastercard) tells us that the Merchant offers gambling services; and
- we receive an authorisation request for the transaction.

This will not prevent all gambling transactions. For example, it will not prevent gambling transactions:

- through BPAY® transactions
- in any other cases where we do not receive an authorisation request for the transaction (for example if our systems are offline or the Merchant automatically approves the transaction).

## **4.0 Statements and other communications.**

### **4.1 Statements.**

We will issue a statement for the Flex Card Account to you every month unless:

- the account has a nil balance and there has been no account activity in that month; or
- we are not required by law to do so.

You can choose to receive statements electronically or by mail.

We use statements to provide you with information, including changes to your Flex Card Account or these Terms and Conditions (see Clause 10.3 for more information). If you have any questions about an item on your statement please call us.

### **4.2 Keeping your contact details updated.**

You must promptly tell us if your contact details change (including your residential address, mailing address, email address and telephone number). If you do not do this it may impact your rights under the Flex Card Contract and you may miss out on other important information. For example, we may not be able or required to send you certain notices or statements.

## **5.0 Fees.**

### **5.1 Monthly Fee.**

Your Flex Card Account has a flat Monthly Fee which is set out in the Flex Card Specs. The Monthly Fee is charged to your Flex Card Account each month and once it is charged it forms part of your balance.

However, we may not charge the Monthly Fee to your Flex Card Account in some cases. For example, where you have paid off the Closing Balance listed on your previous statement in full, by the due date specified on the statement, subject to Clause 6.2 the Monthly Fee will be waived.

You must pay the Monthly Fee in accordance with the repayment obligations set out in the Flex Card Specs and clause 6.1.

## 6.0 Paying your Flex Card Account.

### 6.1 Minimum repayments.

You must pay at least the Minimum Payment Due as shown on each statement by the payment due date shown on your statement. The Minimum Repayment Due each month, calculated at the end of the relevant statement period, is described in the Flex Card Specs.

Account credits such as refunds, reversals, cashback and overpayments in prior months do not count towards the Minimum Payment Due.

If you cannot make a payment, you must contact us immediately as we may be able to help you.

### 6.2 Autopay.

#### **Autopay is required to transact**

In order for you to transact on your Flex Card Account, you must set up and maintain an active automatic payment from an eligible Australian bank account that you hold. You do this by providing us with a direct debit request. Within Westpac, this is called Autopay. Further details about Autopay can be found at

 [westpac.com.au/autopayinfo](https://westpac.com.au/autopayinfo)

When you set up your Autopay, you will be asked to select the amount that you want to pay (for example the Minimum Payment Due or the Closing Balance on each statement). Depending on the amount you choose to pay each month, the Monthly Fee may be waived. Please refer to Clause 5.1 and the Flex Card Specs for further details.

The amount you select will be paid:

- out of your nominated bank account
- into your Flex Card Account
- at the times or frequency that you choose when you set up Autopay.

Your Autopay settings can be changed including the bank account that payments are made from. Changes to the amount and frequency of your Autopay arrangements will not take effect until after your next statement is issued (unless we tell you they will take effect earlier). Details of how changes can be made to your Autopay and the relevant terms and conditions that apply to Autopay (the 'Autopay Terms') can be found at

 [westpac.com.au/flexdirectdebit](https://westpac.com.au/flexdirectdebit)

To the extent that there is an inconsistency between the Autopay Terms and these Terms and Conditions, these Terms and Conditions apply.

If the Autopay is cancelled by you or by us, you will not be permitted to transact on your Flex Card Account until a new Autopay has been set up. In certain circumstances, including where we suspect fraud or need to take action to prevent losses, you will not be able to set up a new Autopay without our authorisation.

### **Where an Autopay is dishonoured**

If an Autopay payment was made which meant that the Monthly Fee would be waived in the relevant month and that Autopay payment is subsequently dishonoured after the relevant payment due date, then we will treat the Autopay payment as never having been received and the Monthly Fee will be charged.

If:

1. your Autopay is dishonoured once because you have provided us with invalid account details; or
2. there are two consecutive dishonours under your Autopay arrangement for any other reason,

we will cancel the Autopay and block your Flex Card (meaning you will be unable to transact). Your Flex Card will remain blocked until:

- subject to this Clause 6.2, you put a new Autopay arrangement in place; and
- we receive and process any amounts you are required to pay under the Flex Card Account.

If you need to set up a new Autopay arrangement, you should contact us using the contact details at the start of this document.

### **6.3 How you can make additional payments.**

Additional payments can be made using any of the ways listed in your statement. All payments must be made in Australian Dollars.

You should allow plenty of time ahead of your payment due date for your payment to reach us, for us to process it and for funds to clear into your account. After we receive your payment we will process and credit the verified amount to the Flex Card Account as soon as we can. You can only access an amount that you have paid once the payment has cleared.

Processing and clearing times for any additional payments will depend on how you pay and at what time of day. For more information about processing times, please call us. For Smart ATM processing and cut-off times visit:

 [westpac.com.au](https://westpac.com.au) and search 'ATM features'.

### **6.4 How we apply your payments.**

Payments to the Flex Card Account are applied to:

1. balances owing on your most recent statement;  
and then
2. transactions made since your last statement was issued.

Within each category above we pay off the amounts in the following order:

- Fees
- Purchases

Within each of the categories above, the payment is applied in the order in which the relevant amount was debited to the Flex Card Account.

### **7.0 This clause is not in use.**

## 8.0 What to do if you have a problem.

### 8.1 Security problems and transaction disputes.

#### **Security problems.**

If your Card is lost or stolen or you believe your PIN or other passcodes have been compromised you must contact us immediately. If you fail to do so you may be liable for any losses that result from your failure to notify us or any delay in doing so.

#### **Unauthorised transactions.**

If you believe your Card or your Flex Card Account has been used to make transactions without your permission you must contact us immediately so that we can block the Flex Card Account and investigate the issue.

#### **Other transaction disputes.**

If you are not happy with goods and services you have purchased on your Flex Card Account or you believe the Merchant has charged you incorrectly you should first try to resolve your dispute with that Merchant. If this does not resolve your dispute you may have additional rights under the relevant scheme operator's dispute process. Please call us or use the 'Don't recognise this transaction' function within Online Banking. We encourage you to notify us of the dispute as soon as possible and if we ask you for further information you must provide that information within 14 days. Our ability to obtain a refund may be restricted under the relevant scheme operator's rules depending on how quickly you notify us.

For further information on what to do and the options available to you when problems occur please visit:

 [westpac.com.au/fraud-disputes-lost-stolen-cards](https://westpac.com.au/fraud-disputes-lost-stolen-cards)

#### **Liability for unauthorised transactions and system failures.**

We apply the ePayments Code to determine liability for any losses that result from unauthorised electronic transactions or systems or equipment malfunctions. The below provides examples of when you may be liable for losses from an unauthorised transaction and when you are not. For more information, see the ePayments Code at ASIC's website: [www.asic.gov.au](https://www.asic.gov.au)



When you may be liable*	When you are not liable
<ul style="list-style-type: none"> <li>• When you contributed to the loss through fraud or failing to protect your PIN as set out in Clause 2.1</li> <li>• When you leave your Card in an ATM</li> <li>• When you unreasonably delay in telling us about the misuse, loss or theft of your Card, or that the security of your PIN has been breached</li> </ul>	<ul style="list-style-type: none"> <li>• When it is clear that you did not contribute to the loss**</li> <li>• Losses due to our (or our people's) fraud or negligence</li> <li>• Transactions incorrectly charged more than once to the Flex Card Account</li> <li>• Unauthorised transactions after you tell us about a Card, PIN or password security issue</li> <li>• Unauthorised transactions that can be made using your Card number and expiry date, without your Card, PIN or other password</li> <li>• Losses arising from a system malfunction where a transaction is not completed in line with instructions you have submitted and that have been accepted by the system</li> </ul>

\* You will not be liable for the portion of losses that exceed your credit limit, or that were incurred in one day in excess of your transaction limit.

\*\*Where losses arise from a transaction that requires a PIN and it is not clear if you contributed to the loss your liability will be no more than \$150.

To avoid liability for transactions involving handwritten signatures, you must also adequately protect your Card.

## 8.2 Resolving problems and complaints.

If you have a problem or complaint, we aim to resolve it at your first point of contact with us. If we cannot do so, we will escalate it to our Customer Solutions Team.

If you are not satisfied with our response or handling of your complaint, you may be able to lodge a complaint with the free, independent external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA). AFCA's details can be found at the front of this document.

## **9.0 Closing your Flex Card Account or cancelling your Card.**

### **9.1 Your right to close your Flex Card Account.**

You may ask us to close your Flex Card Account through Online Banking or by contacting us. When we receive a closure request we will cancel your Card immediately and close your Flex Card Account (which ends your Flex Card Contract) as soon as your balance is repaid in full.

### **9.2 Our right to cancel a Card or block the Flex Card Account.**

We may cancel a Card or block the Flex Card Account without giving notice:

- if we suspect fraud or need to take action to prevent losses;
- If we believe your Flex Card Account is being used mainly for business related expenses (see Clause 3.1);
- you do not have an active Autopay arrangement in place (see Clause 6.2);
- to manage regulatory risk; or
- for any other reason determined by us acting reasonably.

We may also cancel a Card or block the Flex Card Account if you are in default. Further details are provided below in Clause 9.3.

If your account has a positive (credit) balance when it is closed by you or us, we may:

- transfer that amount to another account in your name that you hold with us; or
- attempt to contact you to give you the amount.

If we have given you notice and you have not contacted us to seek repayment and the amount is less than \$10, we may transfer those funds to a charitable organisation or association.

### **9.3 Our rights when you are in Default.**

You are in default if:

- You don't make the required payments when due;
- You become bankrupt or enter into any arrangement with creditors; or

- You do any of the following and, in our reasonable opinion, this has a material impact on our credit, legal or reputational risks:
  - fail to comply with the law;
  - engage in conduct that is misleading;
  - use the Flex Card Account for a non-approved purpose.

When you are in default the Bank may require immediate payment of all amounts you owe under this Flex Card Contract, including amounts accrued or charged but not yet debited to your account. You may also have to pay reasonable enforcement expenses, including any amount reasonably incurred by the use of our staff and facilities.

Before we require immediate repayment in full, you will normally be given 30 days' written notice to allow you an opportunity to remedy the default. Sometimes we may immediately start enforcement proceedings without providing notice, for example where:

- we believe, on reasonable grounds, that we were induced by fraud on your part to enter into this Flex Card Contract;
- we have made reasonable efforts to locate you without success; or
- a court authorises us to commence enforcement proceedings without notice to you.

#### **9.4 What you must do when a Card is cancelled or the Flex Card Account is closed.**

When the Flex Card Account has been closed or a Card has been cancelled for any reason, you must:

- Immediately destroy the Card(s) in a secure manner.
- Cancel any recurring payments which are linked to the Flex Card Account.

You will remain liable for recurring payments which have not been cancelled, and transactions debited to the Flex Card Account which were made before closing your account.

While the Flex Card Account remains open, even if a Card is cancelled or a Flex Card Account is blocked, you must continue to meet your payment obligations and all other obligations under these Terms and Conditions. Fees will continue to apply until the balance is paid off and the Flex Card Account is closed.

## **10.0 Our additional obligations and rights.**

### **10.1 Right of set-off.**

Where you also have another account with Westpac (for example a deposit account) we may use funds from one to pay amounts owed on the other. Unless specifically allowed under law, you may not set off or deduct any amounts we owe you against amounts you owe on your Flex Card Account.

### **10.2 Right of assignment.**

We may assign our rights under your Flex Card Contract to someone else. You may not assign your rights under your Flex Card Contract to another person.

### **10.3 Right of variation.**

We may make the following changes to the Flex Card Contract:

- Changes to your payments (for example, how much, how they are calculated or when or how often you need to pay);
- Changes to Fees (including introducing new Fees, changing the amount of them or the time of payment);
- Changes to credit or transaction limits (including reducing your credit limit);
- Other changes that:
  - reflect changes in law, official directives, or the guidance from a regulator;
  - reflect changes to our business or systems;
  - reflect current industry or market practice or conditions;
  - are administrative or correct a mistake;
  - we reasonably think you will benefit from;
  - are reasonably necessary to protect our legitimate interests.

We will generally apply these changes to a class of customers or a product, but where they reflect changes to a credit limit, our risk associated with you, a mistake on your account or will be beneficial to you, we may apply them just to you.

## How and when we notify you of changes.

### Changes to Fees

<b>How</b>	In writing (which may be on your statement) or by advertising in the media*
<b>When</b>	As soon as reasonably possible. However, if we believe the change is unfavourable to you, we will give you notice at least 30 days' in advance.**

### Changes that reduce your obligations, extend the time for payment

<b>How</b>	In writing (which may be on your statement)
<b>When</b>	As soon as reasonably possible but no later than the next statement after the change takes effect.

### Any other changes (including reducing your credit limit or changes that we believe are unfavourable to you)

<b>How</b>	In writing (which may be on your statement)
<b>When</b>	As soon as reasonably possible, at least 30 days in advance.**

\* Where notice is by advertising in the media, we will also inform you before or when we send you the next statement after the change takes effect.

\*\* Where it is reasonable for us to manage a material and immediate risk (for example, you are in default, or your Flex Card Account has been inactive for 6 months), or immediately restore or maintain the security of one of our systems, or a Flex Card Account, we may make unfavourable changes with less notice or no notice.

Where we are allowed to do so, we can notify you of changes electronically (e.g. by email or messages in Online Banking).

## 10.4 Reporting Obligations.

We are required to identify tax residents of countries other than Australia in order to meet reporting requirements under local and international laws.

If at any time after account opening, information in our possession suggests that you may be a tax resident of a country other than Australia, you may be contacted to provide further information on your foreign tax status. Failure to respond may lead to certain reporting requirements applying to the account.

If at any time there is a change to your foreign tax status details, you must inform us.

There may be other situations where we need you to provide additional documents or information to help us meet our regulatory obligations.

## 10.5 Anti-Money Laundering and Counter-Terrorism Financing Obligations.

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

You should be aware that:

- transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of any other country). Where transactions are delayed, blocked, frozen or refused Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your Flex Card Account;
- we may from time to time require additional information from you to assist us in the above compliance process; and
- where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties. You provide Westpac the following undertakings and indemnify Westpac against any potential losses arising from any breach by you of such undertakings:
- 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
- the underlying activity for which your Flex Card Account is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

## 11.0 Meaning of important terms.

**Autopay** – As defined in clause 6.2 of these Terms and Conditions.

**Bank, Westpac, our, we, or us** – Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714.

**Card** – The card issued by us to you (including a physical card, if you request one) which you can use to access credit on the Flex Card Account.

**Cash Advance** – A transaction where you:

- withdraw cash
- pay for items we consider to be equivalent to cash (for example; foreign currency including cryptocurrency, traveller's cheques, money orders or stored value cards)
- transfer funds to another account or stored value card (for example a bank account, trading account or prepaid card)
- pay bills over the counter or through a third party (other than BPAY®)
- pay a Merchant that provides gambling services and products, including Merchants that sell lottery tickets,

or anything else we treat as being a Cash Advance.

We classify transactions using information provided to us by the card scheme (Visa or Mastercard), which tells us about the main type of business conducted by the Merchant. All transactions with Merchants, especially those whose main business is listed above, may be treated as Cash Advances.

**Closing Balance** – The amount owing on your Flex Card Account as shown on your statement.

**Fees** – Fees and charges that apply to your Flex Card Account as specified in the Flex Card Specs, as advised to you from time to time, or as specified in a promotional offer.

**Flex Card Account** – The account used to record transactions under the Flex Card Contract.

**Flex Card Specs** – The document attached to your letter of offer or shown to you when accepting your Flex Card Contract that forms part of your Flex Card Contract and contains important details such as the Fees and repayments that apply to your Flex Card Account.

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**Merchant** – A provider of goods or services who accepts payment by Card.

**Minimum Payment Due** – The minimum payment you must make each month under your Flex Card Contract. The Minimum Payment Due amount is set out in the Flex Card Specs or will be advised to you from time to time. This amount will also be shown on your statement.

**Online Banking** – All methods that we provide to allow you to digitally access and manage your Flex Card Account. This Includes mobile/tablet apps, and browser-based access. Online Banking is governed by separate Terms and Conditions located on our website.

**Purchase** – All payments you make using your Card.

**Tokenised Credentials** – The unique number created in some circumstances by the card scheme which represents your Card number and may be used by a Merchant to process payments.

**You** – The person who is the owner of the Flex Card Account and who is responsible for all transactions on the account.



# Feedback and Complaints

## 1.0 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.

## 2.0 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.

## 3.0 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'.

## 4.0 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



