

# Terms and conditions.

## **Personal Telephone Banking.**

Effective as at 1 July 2019.

200



200 years proudly supporting Australia

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# Introduction.

## **Your Bank.**

The Personal Telephone Banking service is provided to you by:

Westpac Banking Corporation  
ABN 33 007 457 141  
275 Kent Street  
Sydney NSW 2000  
Australian Financial Services Licence Number 233714

## **Our obligation to you.**

It is our commitment to make all the details about your banking as clear as we possibly can. This Terms and Conditions booklet gives you all the information you need regarding the Personal Telephone Banking service that we provide.

We encourage you to read this document carefully and keep it handy so you can refer to it when you have questions.

If there's anything in this document that you'd like to have clarified or know more about, simply contact us in any of these four ways:

- call Telephone Banking on 132 032;
- write to us at GPO Box 3433, Sydney NSW 2001;
- send an email to [online@westpac.com.au](mailto:online@westpac.com.au);
- visit any of our branches.

# Features.

## **Description.**

Telephone Banking lets you check account balances, pay bills and transfer money automatically wherever and whenever you like, with just one call. If you need help, a Banking Representative is one push of a button away.

## What you can do using Personal Telephone Banking.

ALL ACCOUNTS EXCLUDING TERM DEPOSITS.	
Check the Interest rate on your Home Loan	✓
Check your account balances	✓
Pay bills using BPAY® and transfer funds between your accounts	✓
Pay your credit card	✓
Obtain details of recent transactions	✓
Check your BSB and Account Number	✓
Check your interest earned	✓
Change your address	✓ staff-assisted
Stop cheque payments	✓ staff-assisted
Request copies of statements	✓ staff-assisted
Talk to a Banking Representative	✓ staff-assisted
Report lost or stolen Debit MasterCard®, Handycard, Visa Debit card or credit cards	✓ staff-assisted
Order statements	✓ staff-assisted
Order a cheque book	✓ staff-assisted
Open and close accounts (conditions apply)	✓ staff-assisted
Register for Internet Banking	✓ staff-assisted

### Term Deposits.

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

- open a Term Deposit;
- enter or change renewal instructions;
- add funds to a renewing term deposit within the first three business days of the term deposit maturing (including the date of maturity);
- disburse funds to bank accounts held in the same name as the Term Deposit;
- terminate deposits at maturity (except where deposits are restricted or held 'as security');

- terminate the account early, for those customers who accept the adjusted interest rate; and
- obtain information on Term Deposit Specials for amounts up to \$250,000.

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

- held by deceased customers;
- where a Bank error has occurred (you will need to visit one of our branches);
- restricted deposits and deposits over which security is held; and
- where interest adjustment is to be waived.

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

## Other terms and conditions of use.

Your use of Telephone Banking acknowledges your agreement to accept the following terms and conditions. If you do not wish to accept these terms and conditions, please do not use Telephone Banking.

### **Services available.**

With Telephone Banking, you can obtain information about all of your linked accounts or other products and services and undertake banking transactions on all accounts (subject to the terms and conditions of the account) over the phone. The terms and conditions of the account you access using Telephone Banking continue to apply. Please refer to the Deposit Accounts for Personal and Self Managed Superannuation Fund Customers Terms and Conditions (which is available at [westpac.com.au](http://westpac.com.au)) for details of all fees and charges for the use of Telephone Banking Services.

### **Times of availability.**

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

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

## **Ensuring your security.**

To ensure security of transactions you make through Telephone Banking we will provide you with a customer number and an access code to be quoted each time you use the service.

Please ensure that you keep your access code in a safe place and do not tell or show it to an unauthorised person. You must take all necessary precautions to maintain confidentiality of your access code. We may cancel your access code without notice at any time if we believe or suspect it is being misused. When accessing Telephone Banking from a telephone where numbers dialled may be recorded (for example, hotels for billing purposes), you must use the Telephone Banking staff-assisted service to avoid your access code being recorded.

You must immediately notify us if you know or suspect that your access code has become known to someone else or you suspect that unauthorised transactions have been made on your account. Where this occurs please call Telephone Banking.

If you can't contact us by phone because Telephone Banking is not available, you will not be responsible for unauthorised Telephone Banking transactions which could have been prevented if you were able to contact us by phone provided that you tell us of the breach of security of your access code within a reasonable time from when Telephone Banking becomes available.

## **Protecting your access code.**

To protect your access code (your 'code') you must:

- try to memorise it;
- destroy any documentation we issue to you containing your code;
- not tell anyone your code, including family members, friends and our staff (except when completing a staff-assisted Telephone Banking enquiry or transaction);
- if you select your own code, do not select a number that can easily be guessed, such as a previously selected code, consecutive numbers, one number repeated, or numbers which form a pattern, or that can easily be associated with you, such as a number which represents a recognisable part of your date of birth, telephone number, drivers licence number and so forth; and
- make sure that nobody watches you or hears you when you are entering or using your code.

If you select your own code, for security reasons you should endeavour to change it at regular intervals (say, every two years).

You can change your code at any time provided you correctly quote your current code.

If you make a record of your code you must either take reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised. We do not consider that you have made a reasonable attempt to disguise your code if you only:

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

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

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

### **Access to your accounts.**

You can use Telephone Banking to access those accounts held by you and grouped under your customer number.

### **Payments and their effective dates.**

Unless otherwise advised by Westpac, information as to the state of your account(s) will reflect the position at the close of business on the previous business day.

### **Your instructions to the Bank.**

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

**Funds transfers, credit card and bill payments  
- system cut-off times.**

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

SERVICE.	SYSTEM CUT-OFF TIME.
Funds transfer	7.30pm Sydney time on a business day
Credit card payments	7.30pm Sydney time on a business day
BPAY payments	6.00pm Sydney time on a business day

If you make a transfer after these cut-off times your transaction will not be processed until the following business day.

**Transaction reference numbers receipts.**

Each time you make a transaction through Telephone Banking, we will provide a transaction reference number which acts as a receipt. We suggest that you write this number down. It will appear on your regular statements and should be quoted if you have any queries.

**Value limit on transfers.**

As an additional security precaution, the Bank may impose a transaction value limit on amounts transferred from your account when using Telephone Banking. This may be done at any time without notice. When using self-service phone banking, currently you can generally transfer funds for amounts of up to \$250,000 per transaction. This amount is subject to change from time to time at our discretion. If you are using BPAY, currently you can generally pay up to \$25,000 per transaction. This amount is subject to change by BPAY or under the BPAY Scheme rules and is subject to change from time to time at our discretion.

**Call monitoring.**

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



## **Call costs.**

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

## **Stopping your use of Telephone Banking.**

You may terminate the use of Telephone Banking at any time by sending us your request in writing or by notifying Telephone Banking using your customer number and access code. Similarly, the Bank may end your use of Telephone Banking by mailing you a written notice.

## **Mistakes and concerns.**

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

## **Rules about BPAY.**

The Bank is a member of the BPAY Electronic Payments Scheme (BPAY Scheme). Where BPAY is available to your account, you can ask us to make payments on your behalf to billers who wish to receive the payments through the BPAY Scheme. The BPAY Scheme cannot order a stop payment once you have instructed the Bank to make that payment.

## **Future dated payments.**

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

A payment may not be able to be made due to insufficient funds, an invalid account or because the biller no longer participates in the BPAY Scheme.

## **Correct and incorrect amounts.**

Please ensure that you specify the correct amount you wish to pay. If you instruct a BPAY payment and later discover that:

- the amount you specified is greater than the required amount, then you must liaise directly with the biller to obtain a refund of the excess amount;
- the amount that you specified is less than the required amount, then you can make another BPAY payment to make up the difference; or
- if you do require a complete BPAY payment refund you can contact Telephone Banking.

## **Delays.**

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

If the Bank is advised that your BPAY payment cannot be processed by a biller, we will contact you to advise you of this, credit your account with the amount of the BPAY payment, and take all reasonable steps to assist you in making the BPAY payment as quickly as possible.

## **Other concerns and their solutions.**

Please tell the Bank promptly if:

- you become aware of any delays or mistakes in processing your BPAY payments; or
- you did not authorise a BPAY payment that has been made from your account; or
- you think that you have been fraudulently induced to make a BPAY payment.

We will attempt to rectify any such BPAY payments (other than incorrect payment amounts that you must pay) in the way described in this document. However, except as set out in this document, we will not be liable for any loss or damage you suffer as a result of the BPAY Scheme. If you make an erroneous or mistaken payment, this will not satisfy part or whole of your underlying debt to the biller.

## **If you suspect fraud.**

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

## **Consequential loss.**

The Bank is not liable for any consequential loss or damage you suffer as a result of the BPAY Scheme, other than in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services which may not be excluded, restricted or modified at all, or only to a limited extent.

# Liability for unauthorised transactions (including BPAY).

## **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 a 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 code and happen before the user receives or selects their code(s), including a replacement or reissued code; or
- require the use of a code and happen after we have been notified that the security of the code has been breached; or
- are made with a code that is forged, faulty, expired or cancelled; or
- are the result of the same transaction being incorrectly debited more than once to the same account.

## **When the account holder is liable.**

The account holder 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 transaction 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; 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 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 their code(s) becoming known to someone else 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 is subject to the Bank proving on the balance of probability that the user contributed to the losses in one or more of the ways listed above.

### **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 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).

Notwithstanding anything else in these terms and conditions, for transactions governed by the ePayments Code, we do not deny a user's right to claim consequential damages resulting from a malfunction of a system or equipment provided by a party to a shared electronic payments network that you are entitled to use pursuant to these terms and conditions (such as a merchant or us) except where a user should reasonably have been aware that the system or equipment was unavailable or malfunctioning, in which case our liability for any loss arising from the equipment or system unavailability or malfunction is limited to:

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

## Bpay transactions.

With respect to BPAY transactions, the account holder will not be liable for loss of funds if a BPAY payment is made:

- to a person or for an amount which is not in accordance with the user's instructions; or
- in accordance with a payment direction which appeared to us to be from a user or on a user's behalf but for which a user did not give authority; and
- the account was debited for the amount of that payment.

In these situations, we will credit that amount to the account.

In situations where the account holder is liable for loss of funds by virtue of the above liability provisions, the account holder must pay us the amount if, after 20 business days of us attempting to recover it from the payee, we cannot do so.

For details on how to notify the Bank about breaches of security of your Telephone Banking access code or unauthorised Telephone Banking transactions, please refer to 'ensuring your security'.

# General matters.

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

The Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time (**Banking Code**) sets out the standards of practice and service in the Australian banking industry for individuals and small business customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this document. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code on our website or ask us for a hard copy in branch or over the phone.

## **The ePayments Code.**

The ePayments Code governs certain electronic payments to or from your account where you are an individual. This includes Telephone Banking transactions. We will comply with this Code where it applies.

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

### Getting your complaint heard.

Sometimes you may want to talk about problems you are having with us. Fixing these problems is very important to us. We've put in place ways of dealing with your concerns quickly and fairly. **Please talk to us first.** We aim to resolve your concern at your first point of contact with us. So please raise your concern with any of the people handling your banking. You can contact us 24 hours a day, 7 days a week, from anywhere in Australia, by:

Telephone: 1300 130 467

E-mail: Go to our website - [www.westpac.com.au](http://www.westpac.com.au)  
and click on Contact Us

Fax: 1300 655 858

Mail: Reply Paid  
GPO Box 5265,  
Sydney NSW 2001.

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

Contact our Customer Relations Team directly by:

Telephone: 1300 130 206

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

Fax: 1300 655 858

Mail: CRST, Reply Paid 5265,  
Sydney NSW 2001.

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

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

Australian Financial Complaints Authority

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

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

Phone: 1800 931 678 (free call)

Mail: Australian Financial Complaints Authority  
GPO Box 3 Melbourne VIC 3001

You can also contact the Australian Securities & Investments Commission (ASIC) to make a complaint and to obtain further information about your rights. They also have a freecall Infoline - 1300 300 630 and e-mail contact address - [infoline@asic.gov.au](mailto:infoline@asic.gov.au)

## **What happens if your details change?**

If your address or other relevant details change, please notify us as soon as possible. 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 unfortunately we cannot be held responsible for any resulting errors or losses.

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

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

# **Changes to terms and conditions.**

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

However, advance notice may not be given where a change is required to immediately restore or maintain the security of a system or individual facility, including the prevention of systemic or individual criminal activity, including fraud. We can also give you a shorter notice period (or no notice) if we believe that it is necessary to avoid, or to reduce, a material increase in our credit risk or our loss.



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

TYPE OF CHANGE.	TIME FRAME.	METHOD OF NOTIFICATION.
New fee or increase in fee for performing electronic transactions, or issuing or replacing a code	30 days in advance	In writing or electronically
Other new fee or increase to a fee	30 days in advance	In writing, electronically, or through media advertisement
Changes increasing your liability for electronic transactions	30 days in advance	In writing or electronically
Transaction limits on electronic transactions	30 days in advance	In writing or electronically
Government charges	In advance of the change, or reasonably promptly after the government, a government agency or representative body notifies us, unless the change has been publicised by a government agency, government or representative body	In writing, electronically, or through media advertisement
Any other change to a term or condition	As soon as reasonably possible (which may be before or after the change is made) or, if we believe the change is unfavourable to you, at least 30 days before the change takes effect	In writing, electronically, or through media advertisement

By 'electronically', we mean by:

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

## Definitions.

**'Account enquiry'** means checking your account balance and/or transaction details. An account balance received immediately after, and as part of, a withdrawal transaction is exempt from fees.

**'Access method'** means the combined use of any one or more of the following components by a user to make electronic funds transfer transactions to or from an account using electronic equipment: card, card number, account number, customer number, PIN, Telephone Banking access code or Internet Banking password.

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

**'Electronic transactions'** means payments, funds transfer and cash withdrawal transactions that are initiated on your account using electronic equipment and not intended to be authenticated by comparing a manual signature with a specimen signature.

**'Small business'** has the same meaning given to it by the Banking Code of Practice.

**'User'** is either the account holder or a person authorised by both the Bank and the account holder to use an access method to make electronic funds transfer transactions on the account.

# Anti-money laundering and counter-terrorism financing obligations.

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

You should be aware that:

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

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

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



**200 years proudly supporting Australia**

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