



Employee Benefits Card.

Terms and Conditions.

Effective as at 1st July 2014.

Postal address

Westpac Banking Corporation
Commercial Cards
GPO Box 18
Sydney NSW 2001

Facsimile number

(02) 9876 9353

Lost or Stolen Cards and Cardholder Enquiries

Commercial Cards Customer Service Line
Available 24 hours, 7 days a week.

Within Australia

1300 650 107

Overseas

Ring the operator in your current locality and
book a reverse charge call to Australia.

61 2 9374 7082

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Facility Terms and Conditions

1.0 Introduction

The Employer has opened a commercial card facility (the “Facility”) with the Bank, under which Employee Benefits Cards (“Card”) will be issued to each person nominated by the Employer (“Cardholder”), and to each person nominated by a Cardholder to be issued with a Card for use on their Card Account (“Additional Cardholder”).

The Employer’s agreement with the Bank in relation to the Facility is contained in:

- the Bank’s letter to the Employer confirming the availability of the Facility (the “Employee Benefits Card Program Establishment Letter”) and any other letter from the Bank to the Employer relating to pricing of the Facility;
- these Terms and Conditions; and the conditions set out in Appendix A (the “Conditions of Use”) each as varied in accordance with these Terms and Conditions.

Unless the Employer has previously accepted the terms of that agreement, any use of a Card by a Cardholder or an Additional Cardholder will be taken as the Employer’s agreement to comply with the terms of the agreement.

Expressions used in these Terms and Conditions, which are not defined in these Terms and Conditions, will have the meaning given in the Conditions of Use.

2.0 Conditions of Use

When a Card is issued by the Bank, the Bank will provide a copy of the Conditions of Use to the Employer. The Employer agrees to provide each Cardholder and Additional Cardholder with a copy of the Conditions of Use.

3.0 Card Issuance and Cancellation

A Card will be issued only on the request of the Employer in writing or by any electronic means agreed to by the parties. If the Employer requires a Card to be cancelled it must tell the Bank immediately by telephone, facsimile or an electronic means agreed to by the parties. An advice by telephone may need to be confirmed in writing. The Bank’s contact numbers are those specified at the front of this booklet or such other number as the Bank has notified the Employer from time to time.

4.0 Transaction Restrictions

The Employer agrees to notify each Cardholder and Additional Cardholder of any restrictions that apply to the use of the Card. There may be instances where the restrictions placed on a Card may not be effective. This is usually where electronic approval of transactions is not available (eg. at paper credit card merchants or where electronic authorisation networks may not be fully functioning). In these circumstances, it may be possible for a Cardholder or Additional Cardholder to perform a transaction that would otherwise be restricted. The Employer agrees that in no circumstances will the Bank be liable to the Employer, because any transaction for which authorisation is sought proceeds notwithstanding a restriction nominated by the Employer.

5.0 Terminating the Facility

The Bank may terminate the Facility at any time by written notice to the Employer and the Cardholder(s). If the Facility is terminated by the Bank all Cards will be immediately cancelled and no further transactions will be permitted on the Facility. The Employer must ensure that all Cards are returned to the Bank as soon as practicable after receiving notification of the termination of the Facility.

6.0 Card Accounts

- (a) A separate Card Account will be established for each Card issued to a Cardholder under the facility under the Facility. The Employer will periodically transfer to each Card Account by electronic means an amount agreed to by the Employer and the Cardholder.
- (b) Any credit balance on a Card Account remaining on termination of the Card Account or cancellation of a Card shall be refunded by the Bank to the Employer.

7.0 Account Statements and Reports

Paper based or electronic transaction details will be issued for each Card and the Facility on a consolidated basis monthly if there have been any amounts debited or credited to the Facility during the relevant period.

The relevant monthly period is called a statement cycle and the last day of that period is the statement date.

All transaction details will be expressed in Australian currency. The Bank may supply the Employer with software to facilitate transaction reporting and electronic provision of transaction details. Use of that software is governed by the license agreement and manuals provided with the software.

8.0 Fees and Charges

Subject to all applicable laws, the Employer will pay all fees or charges which apply to the Facility from time to time.

Please check the Employee Benefits Card Program Establishment Letter and any other correspondence from the Bank relating to fees and charges to work out which fees are applicable to the Facility.

Subject to any applicable law, the Employer will pay any stamp duty payable in respect of the Facility. If the Employer is exempt from stamp duty, an appropriate exemption authority issued by the appropriate government body must be provided to us to enable us to apply the exemption to the Facility.

9.0 Representations and Warranties

The Employer makes the following representations and warranties:

- This agreement is its valid and binding obligation enforceable in accordance with its terms.
- Each financial statement and all other information given by it or on its behalf to the Bank is true and correct in every particular.
- There has been no material change in its operations since the date to which the relevant information relates.
- There is no litigation, tax claim, dispute or administrative or other proceeding current or, to its knowledge, threatened, which may have a material adverse effect on it or its ability to perform its obligations under the Facility.
- It does not hold any asset as the trustee of any trust except as disclosed in writing to the Bank.
- These representations and warranties continue for as long as the Facility is in place.

10.0 Anti-Money Laundering and Counter Terrorism Financing Act

The Employer will obtain any account information and other signatory information in respect of each Cardholder and Additional Cardholder the Bank asks it to (including any information required to identify the Cardholder or Additional Cardholder as required under Part 2 of the Anti-Money Laundering and Counter-Terrorism Financing Act).

11.0 Facsimile/Email Service

Where the Employer has indicated on the application form in relation to the Facility that the Employer wishes to communicate with the Bank by facsimile and/or email, the Employer agrees as follows:

- (a) Each facsimile instruction will be signed in accordance with the Employer's current authorities held by the Bank and will be in a form satisfactory to the Bank. Emails shall also be accepted from those authorities when the email originator is the same.
- (b) Provided a facsimile or email instruction appears on its face to be genuine, the Bank will have no obligation to verify the authenticity or accuracy of any facsimile or email instruction received from the Employer or purporting to have been sent by the Employer.
- (c) The Bank may act on any directions contained in such facsimile or email instructions, regardless of by whom the actual or purported instructions were transmitted or by what means any signature may have been affixed to the instruction and notwithstanding that such instruction may have been initiated or transmitted in error or fraudulently or may otherwise have been altered or distorted prior to or in the course of transmission.
- (d) The Bank may, in its absolute discretion, defer acting in accordance with the whole or any part of a facsimile or email instruction pending further enquiry to or confirmation by the Employer but the Bank will not be under any obligation to do so in any case.
- (e) It will release the Bank from and indemnify the Bank against all losses and liabilities arising from any payment or action the Bank may make based on any instruction (even if not genuine) that the Bank receives by facsimile or email bearing the Facility reference details, Card number and (where applicable) signature(s) apparently that of an authorised signatory on the Facility. The Employer also agrees that neither the Employer nor anyone claiming through the Employer has any claim against the Bank in relation to these payments or actions.

Please be careful! There is a risk that fraudulent facsimile or email instructions may be made by someone who has access to the Facility reference details, Card numbers and a copy of the signature of an authorised signatory on the Facility.

12.0 Variations

The Bank may vary the terms of this agreement at any time. The Employer is responsible to advise each Cardholder and Additional Cardholder of any variation. Unless the Bank specifies otherwise, a variation will be effective immediately.

The Terms and Conditions can be varied in accordance with the variation provisions contained in them.

The Bank will usually give the Employer prior notice of a variation. However the Bank may make a variation without prior notice where the variation is necessary to restore or maintain the security of the Bank's systems or the Facility.

13.0 Notices

The Bank will be flexible about how notices are given to the Employer. They might be provided in writing including by statement of account, by facsimile or email, or by newspaper advertisement depending on the nature of the notice. The Employer may give the Bank a notice by posting it in a prepaid envelope to the address mentioned in the inside front cover of this booklet or by transmitting a facsimile to the number in this booklet.

14.0 Set off – No deduction

If the Employer has money in any account with the Bank, we can, but need not, use it to pay amounts owing under this agreement. To the maximum extent allowed by law, the Employer gives up any right to set off any amounts the Bank owes it (for example, credit balances in the Employer's accounts) against amounts the Employer owes under this agreement or any security for it. The Employer will need to pay any money it is required to pay under this agreement without deducting amounts it claims are owing to the Employer by the Bank or any other person.

15.0 Assignment

The Employer may not transfer this Facility. If the Bank wants to transfer this facility it can do so. If the Bank wants to do so, it can give anyone all information that privacy laws allow it to give. To the maximum extent allowed by law any transfer by the Bank will be free of any set-off, equity or cross claim which the Employer would have had against the Bank or any transferee but for this clause.

16.0 Indemnity and Costs

- (a) The Employer agrees to pay to the Bank at the end of the statement period and on termination of the Card Account or cancellation of the Card any debit balance outstanding on a Card Account that is not paid by the Cardholder. Nothing in this clause imposes any obligation on the Bank to pursue payment of outstanding balances by the Cardholder. The Employer shall nominate an account with the Bank from which the Bank can recover any amounts due to the Bank under this clause and authorises the Bank to make deductions from that account to discharge the obligations of the Employer.
- (b) The Employer agrees to indemnify the Bank for all loss, cost and expense (including legal costs on a full indemnity basis) it incurs as a result of the Employer failing to observe or perform any term of the Facility or the actual or contemplated enforcement of the Bank's rights under the Facility.

17.0 No Waivers

If the Bank does not take some action when it is allowed to, it does not mean it is giving up the right to take that action and cannot do it later.

18.0 Enforceability and Validity

If any provision of this agreement is unenforceable in any jurisdiction that does not invalidate the remaining provisions of this agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

19.0 Governing Law

This agreement is governed by the laws of New South Wales.

Appendix A: Employee Benefits Card Terms and Conditions

1.0 These Conditions of Use

1.1 Introduction

- (a) These Conditions of Use together with the other documents comprising your Card Contract govern the use and operation of your Card.
- (b) The Employee Benefits Card Electronic Banking Conditions of Use booklet sets out your rights and obligations involving the use of your Card and your personal identification number (PIN).
- (c) Because these Conditions of Use do not, on their own, contain all the terms applying to your Card, it is important that you read both of the Conditions of Use booklets and the other documents comprising your Card Contract carefully and retain them for future reference.
- (d) If you do not understand something in these Terms and Conditions, please talk to our staff. They will be happy to help you.

1.2 When the Terms and Conditions take effect

The first transaction on the Card Account will be taken as your agreement to comply with these Conditions of Use.

1.3 Code of Banking Practice

- (a) Each relevant provision of the Code of Banking Practice applies to our consumer Cards.
- (b) Information can be obtained by calling our Cards Customer Service Line on 1300 650 107 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.

2.0 Definitions

In these Conditions of Use:

- (a) **“Additional Cardholder”** means the person(s) being at least 18 years of age, who from time to time is/are issued with an additional Card for use on the Card Account at the request of the Primary Cardholder
- (b) **“Bank”, “Westpac”, “our”, “we”, “us”** means Westpac Banking Corporation (ABN 33 007 457 141).
- (c) **“Card”** means any card issued by us to you for use on the Card Account from time to time.
- (d) **“Card Account”** or **“account”** means the Employee Benefits Card Account. Prior to 17 September 2012 where a Card is issued to an Additional Cardholder, two accounts will be opened, together constituting the Card Account for the purposes of these Terms and Conditions. On and from 17 September 2012, a Card will be issued to an Additional Cardholder on the one account.
- (e) **“Cash Advance”** means any transaction treated by us as a cash advance, including transactions involving:
- drawing cash from the Card Account using an automatic teller machine or at a financial institution; or
 - receiving from a Merchant a cash substitute or a cash refund (including, but not limited to, using the Card Account to purchase gambling chips or tokens, traveller’s cheques or money orders, or to load value to a stored value card or facility); or
 - using the Card Account to pay bills through a third party where the Merchant does not accept credit card payments; or
 - using the Card Account to pay bills over the counter at a financial institution; or
 - transferring, or arranging for the transfer of, funds from the Card Account to another account.
- (f) **“Card Contract”** includes these Terms and Conditions, the Employee Benefits Card Electronic Banking Conditions of Use issued by the Bank from time to time and the letter which advises that your Card has been issued and other information.
- (g) **“eCommerce Transaction”** means a Card transaction between a cardholder and a Merchant over the internet or other networks using a personal computer or other access device. Mail and telephone orders are excluded from this definition.

- (h) **“Electronic Banking Terminal”** has the same meaning as in the Employee Benefits Card Electronic Banking Conditions of Use.
- (i) **“Electronic Equipment”** includes Electronic Banking Terminals, computers, televisions and telephones.
- (j) **“Employee Benefits Card (Everyday Purchases)”** means an Employee Benefits Card that may be used to purchase goods or services from any Merchant, subject to the restrictions set out in clauses 4.2(c), (d) and (e).
- (k) **“Employee Benefits Card (Meal Entertainment)”** means an Employee Benefits Card that may only be used to pay for meal entertainment expenses, within the meaning given to that expression in the Fringe Benefits Tax Assessment Act 1986, being:
- purchases representing entertainment by way of food or drink; or
 - purchases of accommodation or travel in connection with, or for the purpose of facilitating, entertainment by way of food or drink.
- (l) **“Employee Benefits Card (Leisure Accommodation and Venue Hire)”** means an Employee Benefits Card that may only be used to pay for leisure accommodation expenses and hiring or leasing of other premises or facilities that are ‘entertainment facility leasing expenses’ as defined in s 136(1) of the FBTAA. No part of the expenses are to be for the provision of food, drink or advertising and where leisure accommodation expenses are involved, the employee must not otherwise be travelling on work related purposes.
- (m) **“Manual Signature Comparison”** means a method of authenticating your authority to make a transaction on the Card Account, involving verification by comparison of your manual signature with a written specimen signature, such as the signature that appears on your Card.
- (n) **“Merchant”** means a provider of goods or services whose premises has an Electronic Banking Terminal(s).
- (o) **“PIN”** means the personal identification number or word which has been selected by you, or which has been allocated to you by us, for use with your Card in any Electronic Banking Terminal.
- (p) **“Primary Cardholder”** means the person, being an employee of a private not-for-profit, a public hospital or a public benevolent institution, who is nominated by their PBI employer to be issued with an Employee Benefits Card.

- (q) **“unauthorised transaction”** means any transaction made without your knowledge or consent.
- (r) **“Westpac Group”** means Westpac and its related bodies corporate which include Westpac General Insurance Limited and Westpac Financial Services Limited.
- (s) **“you”** and **“your”** means the Primary Cardholder and/or an Additional Cardholder, as appropriate.

3.0 The Card

3.1 Type of Card

These Conditions of Use govern your Employee Benefits Card, which is issued as a MasterCard or Visa card.

3.2 Additional Cards

- (a) You (being the Primary Cardholder) can ask us to give an additional Card and PIN to any person you nominate as your agent to operate on the Card Account, provided that person is over the age of 18 years. An Additional Cardholder must also comply with these Terms and Conditions.
- (b) Where an additional Card has been issued at your request:
- you authorise us to give the Additional Cardholder information about the Card Account for the purpose of their use of the additional Card. In addition, you authorise us to act on the instructions of the Additional Cardholder in relation to the Card Account, except for termination of the Card Account or the replacement of the additional Card following cancellation of that Card by you;
 - you are responsible for the use of the additional Card and you must pay for all transactions made by the Additional Cardholder;
 - you can cancel the additional Card by cutting it into several pieces and either returning them to us, or informing us by telephone that you have destroyed the Card and disposed of the pieces securely. You must then write to us to confirm cancellation of the Card. If you cannot destroy the Card, you should ask us to put a stop on the Card Account;
 - you should be careful in cases where you cannot destroy the additional Card because, although a stop may have been placed on the Card Account, the additional Card may still be used in some circumstances (for example, for store purchases below floor limits where no electronic approvals are in place).

You will not be responsible for the continuing use of the additional Card from the later of the date you advise us that you want the additional Card cancelled, and when you have taken all reasonable steps to have the additional Card returned to us. What constitutes taking all reasonable steps to have the additional Card depends upon the particular circumstances. At a minimum, it will require you to contact the Additional Cardholder, if at all possible, and request them to surrender the additional Card to you, so that you can return it to us.

- (c) As stated in paragraph (a) of this clause, an additional Card is issued at your request to a nominated Additional Cardholder, as your agent to operate on the Card Account. On your death, the authority you have given the Additional Cardholder is automatically cancelled and the additional Card can no longer be used to access the Card Account.

3.3 Card reissue

We may issue a new Card to you at any time. All such Cards are subject to these Conditions of Use. We reserve the right not to reissue a Card.

3.4 All Cards remain our property

You agree that your Card remains the property of the Bank and agree to return the Card to us on:

- our request;
- cancellation of your Card;
- closure of the Card Account; or
- termination of your authority to operate the Card Account.

4.0 Using the Card

4.1 When can you use your Card?

- (a) Your Card can only be used if the Card Account is in credit, due to the transfer of funds by the Primary Cardholder's employer to the account, as outlined in clause 8.1.
- (b) Your Card is valid only if it has been signed by you and is used during the validity period shown on the face of the Card.
- (c) You must destroy the Card when it is no longer valid, by immediately cutting it into several pieces and disposing of them securely.

4.2 Where can you use your Card?

- (a) You can use your Card in Australia and most overseas countries.

- (b) You can use your Card at any Merchant directly or by mail, telephone order or through the internet or at any financial institution or Electronic Banking Terminal displaying the MasterCard or Visa scheme sign.
- (c) You may only use your Employee Benefits Card (Meal Entertainment) to pay for meal entertainment expenses, within the meaning given to that expression in the Fringe Benefits Tax Assessment Act 1986. Meal entertainment expenses are purchases representing entertainment by way of food or drink, or purchases of accommodation or travel in connection with, or for the purpose of facilitating, entertainment by way of food or drink.
- (d) You may only use you Employee Benefits Card (Leisure Accommodation and Venue Hire). To pay for leisure accommodation expenses and hiring or leasing of other premises or facilities that are 'entertainment facility leasing expenses' as defined in s 136(1) of the FBTAA. No part of the expenses are to be for the provision of food, drink or advertising and where leisure accommodation expenses are involved, you must not otherwise be travelling on work related purposes.
- (e) You must not use the Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia and/or the laws of the location where the Card is used or the goods or services are provided.
- (f) You must not use the card to obtain Cash Advances or to pay any fines incurred by you, including, but not limited to, parking fines or traffic infringement notices. You may use the Card to pay bills (except where doing so would constitute obtaining a Cash Advance) or to repay other financial accommodation, where the relevant terms and conditions permit payment by credit card.
- (g) You cannot use the Card to establish periodical payments or other standing payment orders.
- (h) We are not responsible if a Merchant or financial institution refuses to accept a Card. Subject to any applicable law, we are not responsible for goods or services supplied to you. If you have a complaint or concern about goods or services purchased with your Card, you must resolve this directly with the Merchant.
- (i) Card promotional material displayed on any premises is not a warranty by us, by any other financial institutions or by Merchants carrying on business there that all goods and services available at those premises may be purchased with your Card.

- (j) You should ensure that the transaction amount is correct before you sign vouchers or transaction records given to you by Merchants or financial institutions, and before you enter your PIN at Electronic Banking Terminals. By signing a voucher or transaction record or entering your PIN at an Electronic Banking Terminal, you indicate your agreement that the transaction amount is correct.
- (k) The Card Contract contains the entire agreement of the Card Account. Where your Card is being used to purchase goods or services from a Merchant, you should disregard any representation, warranty or statement which may be made in connection with the Card Contract by the Merchant, its employees, agents or contractors.

4.3 Do transactions have to be authorised?

- (a) Certain transactions on the Card Account may need to be authorised by us before they can proceed. Prior to any transaction being completed, the Merchant or other person involved in the transaction may obtain an authorisation for the transaction. We may not authorise a transaction if the transaction would either cause the Card Account to go into debit balance, or increase the amount of any existing debit balance. Once an authorisation is obtained, it will reduce the amount of available funds in the Card Account. If the purchase or other transaction is not completed, the amount of available funds in the Card Account may continue to be reduced for up to four Bank business days after the authorisation is obtained.
- (b) We reserve the right to decline authorisation for any transaction on the Card Account.

4.4 How much can you spend on the Card?

Transactions made by you must not exceed the credit balance of the Card Account from time to time, following the transfer of funds to the account by the Primary Cardholder's employer in terms of their agreement with their employer.

4.5 How much cash can you obtain?

You are prohibited from using your Card to obtain Cash Advances.

4.6 Transaction information

To facilitate the processing of Card transactions, information relating to your Card details and transaction details may be processed by MasterCard International Incorporated or Visa in countries other than Australia. By making a purchase with your Card, you agree that information regarding the transaction may be processed outside Australia.

5.0 The Card Account

- (a) The Card Account will be charged with, and accordingly the Primary Cardholder is required to pay us:
- the amount for goods and services bought directly from a Merchant or by mail, telephone order or through the internet; and
 - the fees and charges in accordance with clauses 7.1 and 7.2.
- (b) If you use your Card outside Australia, Australian exchange control requirements may apply. Details of requirements, if any, may be obtained from our branches.
- (c) Any statement entries for purchases made in a foreign currency include the following three components:
- the foreign currency transaction amount, converted into Australian dollars by MasterCard International Incorporated (MasterCard) or Visa;
 - any fee that may be charged by MasterCard or Visa to Westpac on foreign currency transactions, which we pass on to you; and
 - a foreign currency transaction fee charged to you by Westpac, being a percentage of the Australian dollar transaction amount.

Details of these fees are set out in the letter which advises that your Card has been issued information.

- (d) Transactions processed in foreign currencies will be converted into Australian dollars before they are listed on Card Account statements. Levies or fees may be charged by MasterCard or Visa during the conversion process. In most cases, the rate applied to the refund of purchase transactions will differ from the original rate applied to the purchase. The method of conversion is as follows:

MasterCard or Visa processes purchases, any other charges incurred and refunds made in foreign currencies, and converts these transactions into Australian dollars. Transactions that are made in foreign currencies other than United States dollars are converted into United States dollars before being converted into Australian dollars. The exchange rate used for the conversion is a wholesale market exchange rate selected by MasterCard or Visa from within a range of wholesale market rates in effect the day before they process the transaction.

Note: Exchange rates quoted by Westpac in Australia are not used to convert foreign currency transactions to the Australian dollar equivalent.

6.0 The Statements

6.1 How do you know how much you have spent?

- (a) A statement for the Card Account will be issued each month for the Primary Cardholder or the Additional Cardholder as appropriate. The date your statement is issued is called the “statement date” and the period from one statement date to the next statement date is called the “statement cycle.”
- (b) Each month we will mail your statement to you on the statement date if there are any amounts owing by you or to you; or there have been any amounts debited or credited to the Card Account during the statement cycle.
- (c) Amounts shown on your statement will be expressed in Australian currency and must be settled in Australia in Australian currency. There is no facility for payment to be made overseas.
- (d) You should keep all vouchers and transaction records given to you or to any Additional Cardholder by Merchants and financial institutions, or issued by Electronic Banking Terminals, to help you check statements on the Card Account.

6.2 If you think there is a mistake

- (a) You agree that the amount shown on any sales voucher or transaction record is sufficient evidence of the cash price of the goods or services to which that voucher or transaction record relates.
- (b) You should check each statement carefully as soon as you receive it. If you wish to dispute an amount charged to the Card Account you must provide us with written notice of your dispute before the due date shown on your statement.

If you do not dispute an amount shown on a statement by the due date, our ability to obtain a refund (if applicable) may be restricted under MasterCard or Visa scheme rules. Please read clause 9.2 to obtain details of your liability where unauthorised transactions are made on the Card Account. Please refer to clause 10.3 for details of how to notify us of disputed transactions. This provision only applies to disputed transactions which involve Manual Signature Comparison. Otherwise, your obligations and liability are governed by the Employee Benefits Card Electronic Banking Conditions of Use.

- (c) In some circumstances, card scheme rules allow us to charge a transaction on the Card Account back to the merchant with whom you made the transaction. This is known as a chargeback.

You should report a disputed transaction to us as soon as possible so that we may reasonably claim a chargeback right. Chargeback rights are not available for all types of transactions. For example, we cannot claim a chargeback in relation to BPAY Payments from the Card Account. If it is available, we will claim a chargeback right for a transaction on your Card Account if:

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

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

7.0 The Charges

7.1 Fees and charges

- (a) Subject to all applicable laws, we may charge the Card Account with any fees or charges. The fees and charges applying to the Card Account are variable in accordance with clause 10.2.
- (b) The Card Account will be charged with an annual fee when the Card Account is established. The fee is then charged in subsequent years on or after the anniversary of the establishment of the Card Account.
- (c) Other fees and charges may apply as outlined in the letter which advises that your Card has been issued and other information.

7.2 Government charges

- (a) Subject to any applicable law, the Card Account will be charged with:
 - all or any contract stamp duty payable in respect of your Card Contract; and
 - any government duties, taxes, rates or charges now or in the future charged upon or in relation to the use of your Card or transactions debited or credited to the Card Account, whether or not you are primarily liable for such duties, taxes, rates or charges.
- (b) At the date of printing, the applicable government charges are:

Queensland:

Credit Business Duty payable under State legislation.

Tasmania:

Credit Card Transaction Duty payable under State legislation.

8.0 Payments to the Card Account

8.1 How is payment made?

- (a) An amount as agreed with the Primary Cardholder's employer will be transferred to the Card Account. Purchases made with the Card and other fees and charges debited to the Card Account will reduce the amount available to spend on the Card. Transactions made by you must not exceed the available balance of the Card Account from time to time. Any unspent balances at the end of each month will be available for spending in the next month.
- (b) On the date the Card Account statement issues each month, the cumulative amount debited to the Card Account during the previous statement cycle will be discharged with the funds then available in the account.
- (c) If the Card Account goes into debit balance, such balance is payable immediately to the Primary Cardholder's employer.

8.2 How we apply payments

All payments made to the Card Account will be applied in the following order:

- interest charges incurred to date
- Bank fees and charges incurred to date
- Government duties, taxes, rates and charges incurred to date
- Cash Advances shown on any statement
- purchases shown on any statement
- Cash Advances not shown on any statement
- purchases not shown on any statement.

9.0 Card Loss or Theft

9.1 How to report a lost or stolen Card

(a) What to do

You must immediately notify us if your Card is lost or stolen or you suspect that unauthorised transactions have been made on the Card Account. 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. Where your report is made by telephone, we may require you to confirm it at one of our branches and complete certain documentation.

(b) How to tell us

If any Card is lost or stolen in Australia or overseas, the best way to contact us is to telephone us using the emergency number listed at the front of these Conditions of Use. You may call in at one of our branches in Australia, but we prefer that you telephone us immediately so that we can put a stop on your Card straight away.

If your Card is lost or stolen overseas, you may report the loss to:

- MasterCard or Visa Global Service; or
- any financial institution displaying the MasterCard or Visa scheme sign.

If you can't contact us by phone because our telephone numbers are not available, you will not be responsible for unauthorised use of your Card which could have been prevented if you were able to contact us by phone.

You must, however, tell us of the loss or theft of your Card within a reasonable time from the re-establishment of our telephone reporting facilities.

9.2 Your liability

9.2.1 Transactions not involving Manual Signature Comparison

Please read the Employee Benefits Card Electronic Banking Conditions of Use to understand your liability in the event of unauthorised transactions not involving Manual Signature Comparison.

9.2.2 eCommerce Transactions

If an unauthorised transaction is an eCommerce Transaction and you have notified us of the unauthorised transaction by the due date shown on the Card Account statement, you will not be liable for the amount of the transaction.

For details of your liability for other unauthorised transactions, please refer to clause 9.2.3.

9.2.3 Other unauthorised transactions

You will not be liable for losses resulting from unauthorised transactions made after we receive notice from you in terms of clause 9.1(a). Until we receive such notice, you may be liable for losses resulting from unauthorised transactions which were not initiated through Electronic Equipment and/or involved Manual Signature Comparison.

10.0 General information about the Card Facility

10.1 Cancellation and termination

(a) Where a Card has been cancelled by us, or you have terminated the Card Account under this clause:

- you agree to immediately cut the Card into several pieces and return it to us;
- other fees and charges will continue to be debited to the Card Account until the balance is paid in full.

Any unspent amounts on cancellation of your Card or termination of the Card Account will be refunded to the Primary Cardholder's employer. You have no entitlements to the credit balance of the Card Account following such cancellation or termination.

(b) **Cancellation of Card**

We may cancel your Card at any time. From the date we notify you that we have cancelled a Card, you must return the Card to us and the Card must not be used. The Primary Cardholder must pay the outstanding balance of the Card Account in full to their employer.

(c) **Termination of Card Account**

The Primary Cardholder may terminate the Card Account at any time by:

- giving us written/verbal notification;
- returning the Card(s) to us; and
- paying the outstanding balance of the Card Account (if any) to their employer.

We may terminate the Card Account if you did not follow these Conditions of Use.

On termination the Primary Cardholder must immediately:

- pay their employer the full balance of the Card Account (if any), including any amount reasonably expended by us in collecting payments;
- and return the Card(s) to us.

(d) You will remain liable for transactions debited to the account which were made prior to termination pursuant to use of your Card number for mail, telephone and internet transactions which have not been cancelled by you prior to termination.

(e) You may have to pay reasonable enforcement expenses under these Conditions of Use, including any amount reasonably incurred by the use of our staff and facilities, in the event of a breach of your Card Contract.

10.2 Variation

We may change these Conditions of Use at any time by notifying the Primary Cardholder in the following manner:

(a) Change to card fees and charges

- We may notify you of an increase in the amount of a card fee or charge, the introduction of a new card fee or charge, or a change in the frequency or the time for payment of a card fee or charge by giving you written notice no later than 30 days before the change takes effect.
- Alternatively, notice may be given by publishing the change in a newspaper circulating in your State or Territory where we are increasing the amount of a card fee or charge or introducing a new card fee or charge. In this case, we will confirm the change before or when your next statement of account is sent after the change takes effect.
- Where the change reduces or abolishes a card fee or charge or extends the time for payment of a card fee or charge, we will advise you of the change before or when your next statement of account is sent after the change takes effect.

(b) Changes to payments

- We may notify you of a change in payment details under clause 8.0 by giving you written notice no later than 30 days before the change takes effect.

(c) Other Changes

- We may notify you of any other change by giving you written notice no later than 30 days before the change takes effect.
- Where the change reduces your obligations we will advise you of the change before or when your next statement of account is sent after the change takes effect.

10.3 Errors/disputes and resolutions

(a) You must notify us promptly if there is an error in the Card Account or if unauthorised transactions have been made.

(b) You can notify us by:

- calling us on our contact phone number shown at the front of these Conditions of Use. If you call us we may ask you to confirm your concern in writing;
- writing to us at the address shown on your statement;
- calling in at one of our branches in Australia and completing certain documentation.

(c) It is essential that you give us all the information you have to help us resolve your concern. If we are unable to resolve your concern immediately, we will write and inform you of our procedures for the investigation and resolution of your concern.

- If you are not satisfied with our decision, you can ask to have it reviewed by our senior management.
- If you are not satisfied after this further review, we will refer you to outside agencies or persons who can review your concern, such as the Banking and Financial Services Ombudsman.

11.0 Other

11.1 Marketing Consent

We will use or disclose your personal information to contact you or send you information about other products and services offered by the Westpac Group or its preferred suppliers.

Please:

- call us on 132 032;
- write to us at GPO Box 3433, Sydney, NSW 2001; or
- call in at any Westpac branch,

if you do not wish to receive marketing communications from us.

11.2 Change of name or address

You agree to promptly notify us of any change to your name or address. If you fail to notify us of your change of address, you may prejudice your rights under this Card Contract.

11.3 Certificate of balance

A certificate signed by one of our officers stating the balance of the Card Account will be sufficient evidence of the amount of the Primary Cardholder's liability to us at the date of issuing that certificate.

11.4 Exercising our rights

If we fail to exercise or delay in exercising any of our rights under these Conditions of Use, that failure or delay does not constitute a waiver of our rights. We may exercise our rights under the Conditions of Use at any time, despite any previous failure or delay on our part.

11.5 Governing law

These Conditions of Use are governed by the laws of New South Wales.

11.6 Non-Assignment

You may not assign your rights under this contract to another person.

The Bank may transfer this contract to someone else. If the Bank wants to do so it can give anyone all information that privacy laws allow it to give. If the Bank transfers this contract, the contract will apply to the transferee as if it were the Bank.

11.7 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.

Appendix B: Direct Debit Service Agreement

1.0 Our Commitment to You

We will give you at least 14 days notice if we need to change your direct debit arrangements.

We will keep all information relating to your nominated financial institution account confidential, except where required for the purposes of conducting direct debits with your financial institution.

If you have made a payment onto your card that places your card into credit or results in a zero balance at the due date, no repayment transaction will take place. If however, you make an additional payment to your card account that is only a partial payment and still leaves a debit balance on your card, your automatic repayment arrangements for the month will remain unchanged.

2.0 Your Commitment to Us

Please ensure that your nominated account can accept direct debits.

Please ensure that there are sufficient cleared funds available in the nominated account, on the due date, to cover the direct debit.

You need to let us know as soon as possible, if the nominated account is transferred or closed, or your account details change.

If your direct debit arrangements are cancelled for any reason, you will need to arrange an alternative account for making the repayment.

Please ensure that the Direct Debit Request form is signed in accordance with the signing authority for the account to be debited.

3.0 Can you change the Direct Debit arrangements?

Any changes that you would like to make are subject to the Employee Benefits Card Facility Terms and Conditions. You need to give us seven (7) days notice before your next scheduled repayment for any of the following:

- Stopping an individual payment
- Deferring a repayment
- Suspending future repayments
- Cancelling the repayments immediately
- Altering the repayment amount or repayment cycle.

You can make all of these changes by calling us on 1300 650 107.

If you consider a direct debit repayment has been initiated incorrectly, or if you don't understand any aspect of the direct debit procedure, you should contact us on the number above.

4.0 Other Information

If your date for a card repayment falls on a weekend or a National Public Holiday, we will automatically direct debit the repayment on the next business day after the weekend or National Public Holiday.

If there is any debit balance at all on the repayment due date, the full amount of the repayment will take place.

If your financial institution cannot withdraw the nominated amount from your account (for example there's not enough money in your account) they may dishonour the withdrawal. Please check the Terms and Conditions of your account to see whether dishonour fees apply.

Appendix C: Employee Benefits Card Electronic Banking Conditions of Use

1.0 These Conditions of Use

1.1 Introduction

- (a) These Conditions of Use govern the use of your Card and PIN
- (b) It is important that you read them carefully and retain them for future reference. If you do not understand anything in this booklet please talk to our staff. They will be happy to help you.
- (c) These Conditions of Use apply to all Users and to all transactions involving the use your Card and PIN.
- (d) These Conditions of Use do not contain all the terms applicable to your Card. You should read these Conditions of Use together with the Employee Benefits Card Conditions of Use, the letter sent to you by the Bank advising that your Card has been issued, and other information.
- (e) If there is any inconsistency between these Conditions of Use and other terms and conditions, these Conditions of Use shall prevail.

1.2 When the Conditions of Use take effect

Unless you have previously accepted these Conditions of Use, any use of your Card and PIN will be taken as your agreement to comply with these Conditions of Use.

1.3 ePayments Code

The ePayments Code governs certain electronic payments to or from your Card Account where you are an individual. We will comply with this Code where it applies.

1.4 Code of Banking Practice

- (a) Each relevant provision of the Code of Banking Practice applies to your Card.
- (b) Information can be obtained by calling our Cards Customer Service Line on 1300 650 107.

2.0 Definitions

In these Conditions of Use:

- (a) **“Account Holder”** means in relation to your Card Account, the person in whose name the account is conducted and who is (subject to these Conditions of Use) responsible for all transactions on that account.

- (b) **“Bank”, “Westpac”, “our”, “we” or “us”** means Westpac Banking Corporation (ABN 33 007 457 141).
- (c) **“Card”** means your Employee Benefits Card.
- (d) **“Card Contract”** includes these Conditions of Use, the Employee Benefits Card Conditions of Use issued by the Bank from time to time and the letter which advises that your card has been issued and other information.
- (e) **“Electronic Banking Terminal”** means any authorised terminal or device in which you can use your Card and PIN.
- This includes:
- Westpac, Challenge Bank and Bank of Melbourne branch terminals in Australia;
 - Westpac automatic teller machines in Australia;
 - Automatic teller machines of other selected financial institutions in Australia;
 - Automatic teller machines overseas bearing the MasterCard or Visa logo;
 - Automatic teller machines overseas bearing the Cirrus logo;
 - Electronic funds transfer at point of sale (EFTPOS) terminals; or
 - Any other authorised terminal or device connected to the Bank’s electronic banking system from time to time.
- (f) **“Merchant”** means a provider of goods or services whose premises has an Electronic Banking Terminal.
- (g) **“Card Account” or “account”** means your Employee Benefits Card account which can be operated by a Card and PIN, through an Electronic Banking Terminal.
- (h) **“PIN”** means the personal identification number or word which has been selected by a User, or which has been allocated to a User by the Bank, for use with a Card in any Electronic Banking Terminal.
- (i) **“User” or “you”** is either the Account Holder or a person authorised by both the Bank and the Account Holder to use a Card and PIN to make electronic funds transfer transactions on the Card Account.
- (j) **“Westpac Group”** means Westpac and its related bodies corporate which include Westpac General Insurance Limited and Westpac Financial Services Limited.
- (k) **“Code”** means a PIN or any similar information which may be required in order to make Electronic Transactions to or from your Card Account and which the User is required to keep secret.

- (l) **“Device”** means an article we give to a User to perform Electronic Transactions.
- (m) **“Electronic Equipment”** includes Electronic Banking Terminals, computers, televisions and telephones.
- (n) **“Electronic Transaction”** means payment transactions that are initiated on your Card Account using Electronic Equipment and not intended to be authenticated by comparing a manual signature with a specimen signature.
- (o) **“Identifier”** means information that a User knows and must provide to perform an Electronic Transaction but is not required to keep secret.

3.0 The Card and PIN

3.1 Card validity and expiry

- (a) Your Card is valid only if it has been signed by you and is used during the validity period shown on the face of the Card.
- (b) You must destroy any Card that is no longer valid, by immediately cutting into several pieces and disposing of them securely.

3.2 Selection/Issue of PIN

You may be required to select a PIN upon collection of your Card or we will allocate a PIN to you when the Card is first issued or a lost or stolen Card is replaced. You can change your PIN at any time using special terminals located in Westpac branches in Australia. If the record of the PIN is lost or stolen, you can select a new PIN or we may issue you with a new PIN and, in some circumstances, we may issue you with both a new Card and PIN.

3.3 How to report the loss or theft of a Card or PIN

(a) What to do

You must immediately notify us if your Card or PIN record is lost or stolen or you suspect that unauthorised transactions have been made on the Card Account. 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. Where your report is made by telephone, we may require you to confirm it at one of our branches and complete certain documentation.

(b) How to tell us

If any Card is lost or stolen in Australia or overseas, the best way to contact us is to telephone us using the emergency numbers listed at the front of these Conditions of Use. You may call in at one of our branches in Australia, but we prefer that you telephone us immediately so that we can put a stop on your Card straight away.

If your Card is lost or stolen overseas, you may report the loss to:

- MasterCard or Visa Global Service; or
- any financial institution displaying the MasterCard or Visa scheme sign.

If you can't contact us by phone because our emergency telephone numbers are not available, you will not be responsible for unauthorised use of your Card which could have been prevented if you were able to contact us by phone.

You must however, tell us of the loss or theft of your Card within a reasonable time from the re-establishment of our telephone reporting facilities.

4.0 Operation of Electronic Banking Services

4.1 Transactions at Electronic Banking Terminals

- (a) You may use your Card at any Electronic Banking Terminal as follows:
- (i) at automatic teller machines for balance enquiries;
 - (ii) at selected Westpac automatic teller machines in Australia for an ATM ministatement listing up to the last 10 entries and the available balance of your Card Account;
 - (iii) at EFTPOS terminals in Australia to pay for goods or services provided by a Merchant.
- (b) You may not use your Card at any Electronic Banking Terminal to obtain cash.
- (c) When you make a transaction at any Electronic Banking Terminal, you authorise us to act on the instructions you enter into the terminal.
- (d) You should ensure that the transaction amount is correct before you enter your PIN at an Electronic Banking Terminal. By entering your PIN at an Electronic Banking Terminal, you indicate your agreement that the transaction amount is correct.
- (e) Some Electronic Banking Terminals do not have an account selection facility. Where this is the case, any transaction will be processed to your Card Account.
- (f) When using your Card at an EFTPOS or other point of sale terminal, we will not be held responsible, unless required by law, for:
- a Merchant refusing the Card;
 - any goods or services provided by a Merchant.

You must resolve any disputes involving goods or services directly with the Merchant.

- (g) In the event that an EFTPOS or other point of sale terminal malfunctions or is otherwise unavailable for use, the Merchant may provide alternative manual procedures to enable a transaction to be made. You will then be required to present your Card and sign a transaction voucher. A voucher signed by you authorises us to process the transaction to your account.

4.2 Processing date

- (a) Transactions at our Electronic Banking Terminals may be processed to your account on the day that you made the transaction or the following Bank business day.
- (b) If you use your Card in an Electronic Banking Terminal which is not owned by us, we will process the transactions to your account as soon as we receive them.

4.3 Transaction records

When you complete a transaction through an Electronic Banking Terminal you will receive a printed transaction record. Check your record carefully and retain it to aid in reconciling account statements (refer to clause 4.5). On occasion where a transaction record is unavailable, you will be notified prior to the completion of the transaction and given the choice of proceeding.

4.4 Transaction limits

We reserve the right to limit or change the amount which may be charged to your Card Account by use of a Card.

4.5 Statement of account

You must check your account statements as soon as you receive them. You must also keep all vouchers and transaction records given to you by Merchants, financial institutions and Electronic Banking Terminals to help you to check your statement. The frequency of statements is covered by the Employee Benefits Card Conditions of Use.

4.6 Transaction Information

To facilitate the processing of Cirrus automatic teller machine transactions, information relating to your Card details and transaction details may be processed by MasterCard International Incorporated or Visa in countries other than Australia. By making a Cirrus automatic teller machine transaction with your Card, you agree that information regarding the transaction may be processed outside Australia.

5.0 Liability for Unauthorised Transactions

5.1 Protecting your Card and PIN

- (a) Because anyone who has your Card and PIN can make transactions on your Card Account, you must take special care to protect them.

(b) To protect your Card you must:

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

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

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

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

(d) To protect your PIN you must:

- try to memorise it;
- destroy our letter telling you your PIN (if applicable);
- not write your PIN on your Card, even if it is disguised;
- not keep a record of your PIN with or near your Card;
- not tell anyone your PIN, including family members, friends and our staff;
- if you select your own PIN, do not select a number or word that can be easily guessed, such as consecutive numbers, one number repeated or numbers which form a pattern, or that can easily be associated with you, such as your date of birth, telephone number, driver's licence number and so forth;
- make sure that nobody watches you enter your PIN at Electronic Banking Terminals;
- be ready to make a transaction when you approach an Electronic Banking Terminal;
- make sure that you do not leave anything behind when you complete a transaction, including leaving your Card unattended in or at an Electronic Banking Terminal.

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

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

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

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

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

5.2 Liability for Unauthorised Transactions

5.2.1 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 who are linked to the electronic funds transfer system or of their agents or employees; or
- require the use of the Card or PIN and happen before the User receives their Card or receives or selects their PIN, including a replacement or reissued Card or PIN; or
- happen after we have been notified that a Card has been misused, lost or stolen or that PIN security has been breached; or
- are made with a Card, PIN or Identifier that is forged, faulty, expired or cancelled (as applicable); or

- are the result of the same transaction being incorrectly debited more than once to the same account; or
- are Electronic Transactions able to be made using an Identifier without a Code or Device; or

are Electronic Transactions able to be made using a Device and not a Code, provided the Account Holder did not unreasonably delay in reporting the loss or theft of the Device.

5.2.2 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 their PIN to anyone, including a family member or friend; or
- keeping a record of their PIN:
 - without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
 - in a way that it could be lost or stolen with their Card; or
- writing their PIN on their Card; or
- selecting a PIN which represents their birth date, or being an alphabetical PIN which is a recognisable part of their name, after we have asked them not to select such a PIN and told them of the consequences of doing so; or
- leaving a Card in an ATM (provided the ATM incorporates reasonable safety standards that mitigate the risk of a Card being left in the ATM); or
- acting with extreme carelessness in failing to protect their PIN.

The Account Holder will also be liable for actual losses resulting from unauthorised transactions caused by the User unreasonably delaying notifying us of the misuse, loss or theft of their Card, or of their PIN 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.

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.

The Account Holder will not be liable to pay for:

- that portion of the losses incurred on any one day which exceed any daily transaction limit applicable to the Card;
- that portion of the losses incurred which exceed the credit balance of their Card Account;
- losses incurred on any accounts which the Account Holder and the Bank had not agreed could be accessed using the Card and PIN;
- losses occurring after we have been notified that the Card has been misused, lost or stolen or that the security of the PIN has been breached.

5.2.3 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 PIN 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 credit balance of the Card Account; or
- the actual loss at the time we are notified of the misuse, loss or theft of the Card or of the PIN becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).

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

5.3 All cards remain our property

You agree that your Card remains the property of the Bank and agree to return the Card to us on:

- our request;
- cancellation of your Card;
- closure of the Card Account; or
- termination of your authority to operate the Card Account.

6.0 Our Responsibilities and liabilities

6.1 Electronic banking access

(a) We will maintain electronic banking access to the Card Account at all times unless:

- an Electronic Banking Terminal malfunctions or is unavailable for use as described in clause 6.3;
- a Merchant refuses to accept your Card as described in clause 4.1;
- the account is overdrawn or will become overdrawn, or is otherwise considered out of order by us.

In any of these circumstances, electronic access to the Card Account may be denied or withdrawn without prior notice to you.

(b) We reserve the right at any time to alter the types of accounts which may be operated, or the types of transactions which may be undertaken, or the types of Electronic Banking Terminals which may be accessed, using the Card and PIN.

6.2 Card cancellation

- (a) We reserve the right to cancel any Card at any time without prior notice if we believe that continued use of the Card may cause a loss to either the Account Holder or us.
- (b) Once you are notified of the cancellation, you must not use your Card. You must destroy it by cutting it into several pieces and then return it to us immediately.

6.3 What happens if an Electronic Banking Terminal does not work?

- (a) We will be responsible to you for any loss which occurs because an Electronic Banking Terminal accepts your instructions but fails to carry out the transaction requested.
- (b) If you are aware that the Electronic Banking Terminal is unavailable for use or not operating properly we will only be responsible for correcting the relevant account and refunding any fees or charges.
- (c) We will not be responsible if an Electronic Banking Terminal does not accept your instructions or your Card fails to work in the terminal.

6.4 Fees and charges

Subject to any applicable law and clause 8.0 of these Conditions of Use, we reserve the right to charge your Card Account with any fees and charges now or later imposed. Information on current fees and charges is available on request.

7.0 Errors/Disputes and Resolutions

- (a) You should notify us promptly if there is an error in your account or if unauthorised transactions have been made.

(b) You can notify us by:

- calling us on our contact phone number shown at the front of these Conditions of Use. If you call us we may ask you to confirm your concern in writing;
- writing to us at the address shown on the account statement;
- calling in at one of our branches in Australia and completing certain documentation.

(c) It is essential that you give us all the information you have to help us resolve your concern. If we are unable to resolve your concern immediately, we will write and inform you of our procedures for the investigation and resolution of your concern.

The following procedures generally apply:

- within 21 days of receiving the details of your concern, we will write to the User to advise of our decision or how much longer our investigation will take;
- we should complete our investigation within 45 days but in exceptional cases we may need more time. If we do, we will inform the User of the reasons for the delay in writing. We will then provide the User with a monthly update on the progress of the investigation and give a date when a decision can reasonably be expected, except in cases where we are waiting for a response from the User and the User has been advised that we require such a response;
- if we decide to resolve your concern by exercising our rights under the MasterCard or Visa rules, the time limits set out in those rules will apply. We will inform you in writing of those time limits. We should complete our investigation of such concerns within 60 days but in exceptional cases we may need more time. If we do, we will inform the User of the reasons for the delay in writing. We will then provide the User with an update on the progress of the investigation once every two months and give a date when a decision can reasonably be expected, except in cases where we are waiting for a response from the User and the User has been advised that we require such a response. We will also suspend the Account Holders' obligation to pay any amount which is the subject of the concern and any other charges related to that amount until the concern is resolved.
- when we complete our investigation we will write and tell the User of our decision, the reasons for our decision and the clauses of these Conditions of Use (where applicable) on which our decision is based. If our decision is not completely in the User's favour, we will also advise as to further action that can be taken;

- if we find that the account was wrongly debited or credited we will correct this error including adjusting fees and/or charges and notify the Account Holder in writing;
- if we decide that the account was not incorrectly debited or credited, or in the case of unauthorised transactions for which the Account Holder is liable for at least part of the loss, we will give the Account Holder a copy of the documents on which we based our decision and will advise the Account Holder in writing whether there was any system or equipment malfunction at the time of the transaction;
- If the User has 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 Relations and Support Team. The User can also contact our Customer Relations and Support Team:

Telephone : 1300 130 206

E-mail : Go to our website, www.westpac.com.au and click on "Contact us".

Fax : (02) 9220 4177

Mail : GPO Box 5265, Sydney NSW 2001.

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

Financial Ombudsman Service

Mail: GPO Box 3, Melbourne VIC 3001

Telephone : 1300 780 808

Fax : (03) 9613 6399

Internet : www.fos.org.au

- Please note that we comply with the ePayments Code complaint investigation and resolution procedures in connection with transactions to which the Code applies.

(d) We may accept liability for the whole or part of the amount of a transaction that is the subject of a complaint, if:

- we, our staff or agent fail to make the appropriate allocation of liability under the relevant provisions of the ePayments Code, fail to communicate the reason for our determination or fail to follow the complaint investigations procedures as set out in this clause; and
- our failure prejudices the outcome of our investigation of your complaint or results in a delay in its resolution.

8.0 Variations to Conditions of Use

We may change these Conditions of Use at any time. We will always let you know in writing if we intend to:

- introduce any new fee that applies to you; or
- increase fees relating solely to your use of a Card and PIN in an Electronic Banking Terminal or to issue you with an additional or replacement Card or PIN; or
- increase the Account Holder's liability for losses relating to electronic funds transfer transactions; or
- impose, remove or adjust transaction limits which apply to the use of your Card, an account or Electronic Banking Terminals.

The notice will be sent to the Account Holder's address shown on our records at least 30 days before the change comes into effect.

We will notify you of other changes to these Conditions of Use by placing a notice in a major newspaper or by writing to you in advance of the day on which the change comes into effect.

However, advance notice may not be given when a change is necessitated by an immediate need to restore or maintain the security of our systems or of individual accounts.

Provided you have agreed to us doing so, we may notify you of any of the above types of changes either by:

- (a) electronic communication to a device, electronic equipment or electronic address nominated by you; or
- (b) making particulars of such changes available at our website www.westpac.com.au

You may, at any time, vary the device, electronic equipment or electronic address you have nominated, or terminate your agreement to us notifying you by either or both of the above electronic communication methods.

9.0 Marketing Consent

We will use or disclose your personal information to contact you or send you information about other products and services offered by the Westpac Group or its preferred suppliers.

Please:

- call us on 132032;
- write to us at GPO Box 3433, Sydney, NSW 2001;
- send an email to acctstats@westpac.com.au; or
- call in at any Westpac branch,

if you do not wish to receive marketing communications from us.

10.0 Governing law

These Conditions of Use are governed by the laws of New South Wales.



ISO 14001 LONG LIFE



CHLORINE FREE



MANAGEMENT SYSTEMS

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