

# Debitplus<sup>TM</sup> Visa card Conditions of use

These are your Debitplus Visa card conditions of use. Please read these conditions of use and then keep this document in a safe place.

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## Debitplus Visa card Conditions of use

As soon as you sign or use your Westpac Debitplus card you are deemed to have agreed to the conditions of use in this document.

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### **Under our conditions of use you are required to:**

- keep your Personal Identification Number (PIN) secure,
- agree that your card is the property of Westpac.
- sign your card as soon as you receive it.

If you have any enquiries about your Westpac Debitplus card, you can call us – 24 hours a day, 7-days a week – on 0800 888 111. If you need to write to us, our address is Westpac, Private Bag 92503, Wellesley Street, Auckland.

**Please let us know straight away if you change your address.**

## Receiving and signing your card

When you receive your card you must immediately sign it. You must not use your card until you have signed it. You must not send your card overseas or have any other person send your card to you overseas. Please contact us to find out about sending a card overseas or receiving a card while you are overseas.

## Ownership of your card

Your card and card number are the property of Westpac. You must not copy or reproduce the card. If Westpac tells you to return or destroy your card then you must do so.

## Selecting your PIN

When you are issued with your card, you will be required to call at a Westpac branch with the card and two other forms of identification (one of which must have your signature on it) in order to select a Personal Identification Number (PIN). Your PIN enables you to use your card in electronic funds devices such as ATMs and EFTPOS terminals.

When you select your PIN, you should choose a number that you will be able to remember easily as you must memorise it. You must not choose unsuitable numbers such as birth dates, months or years, parts of your telephone number, parts of your card number or sequential or easily identified numbers (e.g. 2345 or 2222). You must also not use numbers from personal data such as your drivers licence or locker number or other numbers easily connected with you.

We recommend using different PIN numbers for different cards and equipment e.g. security alarms, lockers.

## Protecting your card or PIN

*For your security, your PIN must not be:*

- written down, especially not on the card
- kept in any form with the card, or
- disclosed to any other person, including the Police, family members or bank staff, or
- negligently or recklessly disclosed. You must ensure no one can see you enter your PIN at ATM's and EFTPOS terminals.

You must exercise every possible care to ensure the safety of your card and to prevent disclosure of your PIN. You must not allow others to use your card, card number or PIN. Always get your card back after using it. Do not leave your card in an unattended wallet, purse or vehicle or anywhere a thief could remove the card without being noticed (particularly in night clubs, hotels or restaurants). If your card is lost or stolen together with your PIN, it can be used for unauthorised transactions, which may result in a loss to you.

## Lost or stolen cards/PINs

*You must notify Westpac immediately if:*

- your card is lost or stolen
- your PIN becomes known to someone else
- a record of your PIN is lost or stolen

You will be required to provide information on how the loss occurred.

*If you are outside New Zealand, please:*

- notify a bank which displays the Visa symbol, or
- if you cannot find a bank which displays the Visa symbol, notify us by calling +64-9-914 8026 collect.

There may be a charge to your account if a replacement card is required.

You should also be aware of the following conditions concerning your card:

## Liabilities

### Liability for losses which result from lost/stolen cards/PINs

Once you have told us that your card has been lost or stolen, or your PIN disclosed, either in New Zealand or overseas, you will not be held responsible for any unauthorised use of your card after that time, unless you have acted fraudulently or negligently. You will be liable to pay no more than \$50 of any loss that occurs before you notify us.

*However, this \$50 limit will not apply if:*

- you have failed to reasonably safeguard your card,
- you have kept a written record of your PIN on or with your card,
- you have kept your PIN in a form that can be readily identified as a PIN,
- you have selected an unsuitable PIN,
- you have disclosed your PIN to anyone, whether family or those in apparent authority including bank staff, or let them use your card,
- you have unreasonably delayed notifying us that your card has been lost or stolen, or that your PIN has been disclosed,
- you have failed to take all reasonable steps to prevent disclosure to any other person when keying in your PIN,
- you have acted fraudulently or negligently, or
- you have breached these conditions of use.

In the above instances, your maximum liability will be the lesser of:

- the actual loss at the time of notification, or
- the maximum amount that you would have been entitled to withdraw from your account between the time your card is lost/stolen and the time you notify us.

If your card gives you access to an account with a credit facility (e.g. Choices home loan) failure to look after your card and PIN could result in a substantial loss for which you could be held responsible.

There may also be a charge to your account if a replacement card is required.

### **Westpac's liability**

Westpac will be responsible for any direct and/or reasonably foreseeable loss or damage caused by the failure of either your card or any electronic funds device (excluding any card or EFT terminal which is obviously faulty, or in the case of an EFT terminal which has been advised by message notice or display as being faulty) to function properly. We will also be liable for any direct or indirect loss or damage which results from the fraudulent or negligent acts or omissions of our employees or agents.

### **Liability for transactions charged to your account**

You are responsible for all transactions made with the use of your card or card number.

You will be required to pay us the amounts on all:

- cash advance and sales vouchers signed or authorised by you or another cardholder on your account,
- mail, telephone, internet order or email transactions and cycle payments authorised by you or another cardholder on your account,
- EFT transactions carried out on your account using your card(s) or the card of another cardholder on your account,
- other transactions authorised by you or another cardholder on your account and approved by us.

There are risks involved if you or another cardholder on your account initiate a transaction by mail order, telephone order, internet or by email. You are giving authority to the Visa merchant to process an EFT transaction or issue a sales voucher for the purchase amount which will be debited to your account. You should consider the security and standing of the company or entity you are doing business with. If you or another cardholder on your account initiate cycle payment transactions, i.e. if you agree with a Visa merchant that an amount will be debited against your account on a regular basis, then you are liable for meeting those transaction amounts even if you close your account.

In certain circumstances your agreement with the merchant may authorise the debiting of your account with additional purchase amounts without the need for your signature. Provided these amounts have been incurred under the terms of that agreement they may be charged to your account.

## Incorrect or unauthorised transactions

If you think a transaction shown on your statement is incorrect, you can dispute it, provided you notify us in writing **within 30 days** of the statement period closing date.

In some situations, if you do not receive the goods or services you have ordered with your card or by use of your card number, or you have not authorised a transaction, you may be able to get a credit for the transaction.

## Card transaction requirements

- Use of your card constitutes an irrevocable order to Westpac, and you may not stop payment of a transaction made using your card. There are limited circumstances under which we can reverse a transaction which will be subject to the rules of the relevant credit card company, for example we cannot reverse a transaction where there is a dispute with a merchant about the quality of goods and services. We will not be responsible for the goods and services supplied by any merchant, and any complaints you have with the merchant must be resolved by you.
- Electronic funds transfers will be debited to your account on the day the transaction is made, or as soon as possible thereafter, subject to our right to vary the date of debiting due to circumstances beyond our control.
- When you use your card in an electronic funds device other than a Westpac ATM or branch terminal, the transaction will be processed as soon as we are notified by the bank that owns the electronic funds device you used.
- When systems are fully operational, the daily transaction limits for EFT transactions made with your card, subject to your available credit limit and available funds in your nominated account(s), are a maximum of:
  - \$10,000 for EFT transactions from all accounts that can be accessed by your card, or
  - \$1,500 for ATM cash withdrawals from any account, or combination of accounts, that can be accessed by your card, plus
  - other EFT transactions from all accounts that can be accessed by your card, up to a maximum of \$10,000 less the amount of any ATM cash withdrawals made in the same day.

You will be obliged to pay any amounts debited to your accounts which exceed the daily EFT transaction limits. In addition, there may be a daily limit on the **number** of EFT transactions you may make using your Debitplus Card.

- In respect of off-line funds transfers, any voucher signed or authorised by you shall be authority for us to process the transaction to your account. The transaction will be processed as soon as we receive it.

- If you initiate a transaction with your card by mail order, telephone order or via the Internet you are authorising the Visa merchant to process an EFT transaction or issue a sales voucher for the purchase amount which will be debited to your account. If you initiate cycle payment transactions (i.e. if you agree with a Visa merchant that an amount will be debited against your account on a regular basis), then you are liable for meeting those transaction amounts even if you close your account.
- The acceptance of an electronic funds transfer or an off-line funds transfer is not a representation by us that you have sufficient funds in your account to cover the transfer of funds. Where a transfer overdraws your account, normal overdraft charges will apply. Details of these charges are available from any of our branches or by calling us on 0800 888 111.
- If an off-line funds transfer is processed to an account that has been closed or is open and there are insufficient funds to permit the transaction, we will not be deemed in any way to have consented to that transfer. You are liable for meeting the transaction amount.

If you wish to dispute a transaction on your statement, you may do so. See the section on 'Transaction disputes' later in this booklet.

In addition to these conditions of use, the use of your card is also subject to the conditions which apply to your account.

## **Card acceptance & limitations**

In New Zealand, your card will be accepted in any electronic funds device or by any merchant displaying the Visa symbol. Overseas, the card will be accepted by banks and merchants displaying the Visa symbol and at any electronic funds device displaying the Visa or Visa PLUS symbol. However, we will not be held liable if any bank or merchant either refuses to accept the card or will not allow the card to be used to purchase particular types of goods and services available at the premises. We will not be responsible for the goods and services supplied by any merchant. Any complaints you have with the merchant must be resolved by you.

The use of your card for foreign currency transactions may be subject to exchange controls or other government requirements.

Visa processes, and converts into New Zealand dollars, cash advances, purchases and/or charges made in foreign currencies at the rate(s) of exchange fixed by Visa.

Transactions made in United States and Australian dollars are converted directly into New Zealand dollars. Visa converts transactions made in any other foreign currency into United States dollars before converting them into New Zealand dollars.

A foreign currency fee will be charged by the bank on any such foreign currency transaction. Details of this fee are available in our Transaction and Service Fees brochure which forms part of these conditions of use.

## Damaged or faulty cards

In the event that your card becomes damaged or faulty, we will issue you with a new card when you return the damaged/faulty card to us, together with a description of how the damage or fault occurred. There may be a charge to your account for this replacement card.

## Charges

Charges that may be incurred and charged to your account are subject to change and details of these charges are available in our Transaction and Service Fees brochure which forms part of these conditions of use. Charges include:

- annual card charges
- replacement card charges
- urgent replacement card charges
- courier/freight charges for replacement cards
- voucher search charges
- transaction charges
- government duties or taxes
- using another banks ATM charges
- Foreign currency fees

For full details, see our Transaction and Service Fees brochure which forms part of these conditions of use or call us on **0800 888 111** or ask at your nearest branch.

## Authorisations and debit holds

Purchases made using the Debitplus card may result in Westpac holding the equivalent amount of funds in your account until the payment is processed by the merchant. Funds may be held up to a maximum of seven business days. Merchants may also check the card authenticity by requesting a hold for a nominal amount. This often occurs with hotels, airlines and online shopping merchants and will remain in place for the full 7 business days.

## Terms & conditions set by third parties

In addition to these conditions of use, the use of your card in an EFT terminal is subject to the conditions imposed from time to time by other financial institutions who are parties to any EFT system.

## Card cancellation

Westpac may cancel your card at any time without prior notice. If you are notified that your card has been cancelled, you are required to cut your card in half and return it to any branch.

You may cancel your card by notifying us in writing, cutting the card in half and returning it to any branch.

## Transaction disputes

You are responsible for checking your statements to ensure their accuracy and advising us of any mistakes, even if you are not at the address to which you have requested us to send statements. If you do not notify us of a disputed transaction within the time period stated below then the charge or record of the transaction will remain on your account.

If you dispute any transaction recorded in your monthly statement, you must notify us in writing **within 30 days** of the statement period closing date, giving the following information:

- your name and card number,
- the amount and nature of the disputed transaction, attaching (if available) a copy of the transaction record or sales voucher in support of your case,
- details of the EFT terminal (if any) at which the disputed transaction occurred,
- details of the website (if any) through which the disputed transaction was initiated,
- the date and approximate time (if known) on which the disputed transaction occurred,
- details of any formal complaint lodged with the Police.

Once you have notified us of the disputed transaction we will investigate the matter and acknowledge your complaint within five days. Failure to report the incorrect, invalid or unauthorised transaction **within 30 days** will mean we cannot reverse the transaction and you will have to pay for it.

Where it is established that an error did occur (whether it was the disputed transaction complained of, or not) it will be corrected, and you will be advised of any appropriate adjustments which will be made to your account in respect of credit charges and other charges.

If, as a result of our investigation, we believe the charge or transaction should remain, we will write to you setting out our reasons and service charge.

If you have followed Westpac's internal complaints procedure and you are still not satisfied with the outcome of the investigation, you may refer the matter to the Banking Ombudsman.

In respect of disputes between merchants and cardholders, refer to the Card transaction requirements section.

## Variation of conditions of use

We reserve the right to vary these conditions of use.

Notice of any changes to these conditions will take effect not less than 14 days after the date of notice and will be given either by:

- posting to your last known address, or
- notices in our branches and
- statements in the media (including public notices).

## Definitions

**account** – means your nominated Westpac account from which funds may be withdrawn by using your card.

**branch** – means any Westpac branch.

**branch terminal** – means each of the computer terminals installed at the service counters at our branches.

**card** – means your Westpac Debitplus card.

**electronic funds device** – in New Zealand, means any Westpac ATMs, any branch terminals, point of sale terminals or any other automatic teller machines (ATM) approved by us as a device in which the card may be used in accordance with these conditions of use within New Zealand. Overseas, electronic funds device means any electronic funds device displaying the Visa or Visa Plus symbols.

**electronic funds transfer (EFT)** – means the process by which funds are withdrawn electronically from your account. You authorise an electronic fund transfer by using your card with your associated PIN at an electronic funds device.

**off-line funds transfer** – means the process by which funds are withdrawn from your account when an electronic funds device is out of operation or a merchant does not have EFT facilities. You authorise an off-line funds transfer by signing or authorising the issue of an off-line payment voucher.

**we, us, our** or **Westpac** – means Westpac New Zealand Limited.

**you** or **your** – means the account holder or cardholder, depending on the context.

### Name of Creditor

Westpac New Zealand Limited  
318 Lambton Quay  
PO Box 691  
WELLINGTON

Westpac New Zealand Limited

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