

# MasterCard BusinessCard/ MasterCard PurchasingCard

## Conditions of use

→ These are your MasterCard BusinessCard/ PurchasingCard account holder and cardholder conditions of use. Please read these conditions of use and then keep this document in a safe place.

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**MASTERCARD BUSINESSCARD/**

**MASTERCARD PURCHASINGCARD**

# **MasterCard BusinessCard/ MasterCard PurchasingCard**

## Conditions of use

As soon as you sign or use your Westpac MasterCard BusinessCard/ MasterCard PurchasingCard 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 (unless you have requested a digitised signature).

If you have any enquiries about your Westpac MasterCard BusinessCard/ MasterCard PurchasingCard, you can call us – 24 hours a day, seven 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 immediately if you change your address.**

## Account holder conditions of use

As the company or organisation that applied for the MasterCard BusinessCard or MasterCard PurchasingCard account and in whose name the account is conducted, you are the account holder.

In addition to an account holder, each MasterCard BusinessCard or MasterCard PurchasingCard account also has one or more cardholders. A cardholder is any person over 18 years of age to whom we issue, at your written request, a Westpac MasterCard BusinessCard or MasterCard PurchasingCard. We will issue a card, and a Personal Identification Number (PIN) if requested, to any person you nominate as a cardholder.

This brochure sets out the conditions of use for both you as the account holder and for the cardholder(s) on your account.

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

- ensure that all cardholders, prior to receiving a card, are instructed in writing that their MasterCard is to be used for business purposes only
- agree that all cards issued on your account are the property of Westpac.

The cardholder conditions of use are included as part of these account holder conditions of use, and you as the account holder are bound by both sets of conditions of use. You are liable if any cardholder fails to observe the cardholder conditions of use.

## Lost & stolen cards/PINs

*You or a cardholder must notify us immediately if:*

- any card on your account is lost or stolen
- the PIN associated with any card becomes known to anyone other than the cardholder
- a record of the PIN associated with any card on your account is lost or stolen

*If you are in New Zealand, please:*

- call us on 0800 888 111, or
- notify any Westpac branch during business hours.

*If you are outside New Zealand, please:*

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

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

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

## Liabilities

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

Once you or a cardholder have told us that a card has been lost or stolen, or a PIN disclosed, either in New Zealand or overseas, you will not be held responsible for any unauthorised use of the card after that time, unless those transactions are made by a cardholder to whom a card was issued, or unless a cardholder has acted fraudulently or negligently. You will be liable to pay no more than \$50.00 of any loss that occurs before you or a cardholder notify us.

*However, this \$50.00 limit will not apply if you or a cardholder:*

- has failed to reasonably safeguard their card,
- has kept a written record of their PIN,
- has kept his or her PIN in a form that can be readily identified as a PIN,
- has selected an unsuitable PIN, such as birth dates, parts of a telephone number, parts of the card number or sequential or easily identified numbers (eg. 2345 or 2222),
- has disclosed his or her PIN to anyone, whether family, the Police or those in apparent authority including bank staff, or allowed any such person to use his or her card,
- has unreasonably delayed notifying us that the card has been lost or stolen, or that his or her PIN has been disclosed,
- has failed to take all reasonable steps to prevent disclosure to any other person when keying in his or her PIN,
- has acted fraudulently or negligently,
- has 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 or stolen and the time you notify us.

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

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

You are responsible for all credit extended by Westpac to any cardholder(s) on your account. You will be required to pay us the amounts on all:

- cash advance and sales vouchers signed or authorised by a cardholder,
- mail, telephone or Internet order transactions and recurring transactions authorised by a cardholder,
- EFT transactions carried out on your account by a cardholder,
- any other transaction authorised by a cardholder and approved by us.

If a cardholder initiates a transaction by mail order, telephone order or by Internet, the cardholder is giving authority to the MasterCard merchant to process an EFT transaction or issue a sales voucher for the purchase amount which will be debited to your account. If a cardholder initiates recurring transactions, i.e. agrees with a MasterCard 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 a cardholder's agreement with the merchant may authorise the debiting of your account with additional purchase amounts without the need for the cardholder's 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 one of your statements 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.

## **Liability for transactions on closed accounts or insufficient funds/credit**

If an EFT terminal or a sales voucher, processes a transaction on an account which has been closed or, if it is open and there are insufficient funds or available credit to permit the transaction, we will not be deemed in any way to have consented to that transaction, and you will be liable for that transaction amount.

## **Westpac's liability**

Westpac will be responsible for any direct and/or reasonably foreseeable loss or damage caused by the failure of either a cardholder's card or any ATM (excluding any card or ATM which is obviously faulty, or in the case of an ATM which has been advised

by 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.

## 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:

- the relevant card number and the name on the card,
- 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 advise you of the outcome of the investigation within 30 days of receiving your complaint. Should the investigation not be completed within 30 days you will be advised of the likely delay and the reason for that delay. Failure to report the incorrect, invalid or unauthorised transaction **within 30 days** will mean we cannot reverse the transaction and you will be liable 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.

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.

## Card transaction requirements

- Use of a card on your account constitutes an irrevocable order to Westpac and neither you nor a cardholder can stop payment of a transaction made using a card on your account. 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 the goods and services. We will not be responsible for the goods and services supplied by any merchant, and any complaints you or a cardholder have with a merchant must be resolved by you.
- You must ensure that your account does not, without our prior written approval, exceed the account credit limit authorised in writing by us. If you fail to comply with this condition, then any amount in excess of your account credit limit is payable on demand. You will be liable for any transaction processed to your account which exceeds your account credit limit.
- Maximum daily transaction limits for EFT transactions and sales vouchers apply to each card.
- When systems are fully operational, the daily transaction limits for each card, subject to the available credit limit, are a maximum of:
  - \$20,000 for EFT transactions and sales vouchers, including up to
  - \$2,000 for ATM cash withdrawals.

You will be obliged to pay any amounts debited to your account which exceed the daily limits.

In addition, there may be a daily limit on the number of EFT transactions or sales vouchers you may make on your MasterCard BusinessCard/MasterCard PurchasingCard.

- A cardholder who is authorised to make cash advances, and who is issued with a PIN, may use their card to carry out EFT transactions at any ATM during the hours advised by us, provided that access is available. Access to an EFTPOS terminal is at the merchant's discretion.

If you wish to dispute a transaction on your statement you may do so. Please see the Transaction disputes section.

## Card acceptance & limitations

MasterCard BusinessCard and MasterCard PurchasingCard are accepted by banks and merchants displaying the MasterCard symbol. However, we will not be held liable if any bank or merchant either refuses to accept the card, does not follow proper authorisation procedures, or will not allow the card to be used to purchase particular types of goods and services available from the bank or merchant.

The use of your card overseas may be subject to exchange controls or other government requirements. In particular, as a result of U.S. laws and regulations, your card is not allowed to be used in prohibited countries, including Iran, Burma (Myanmar) and Sudan. The list of prohibited countries could change at any time. If you do attempt to use your card in any prohibited country, the transaction will be declined or charged back.

MasterCard 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 MasterCard. Transactions made in United States dollars are converted directly into New Zealand dollars. MasterCard 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 a card on your account becomes damaged or faulty, we will issue you with a new card when you or a cardholder return the damaged/faulty card to us. You or a cardholder must also advise us of how the damage or fault occurred. There may be a charge to your account if a replacement card is required.

## **Adding a cardholder to your account**

To add a cardholder to your account, please complete a MasterCard BusinessCard/MasterCard PurchasingCard cardholder application form. The cardholder application form must be signed by your authorised signatory(ies) and the cardholder.

Each card issued on your account is subject to the cardholder conditions of use, a copy of which is supplied to each cardholder at the same time the cardholder receives his or her card.

The approved credit limit will be shown on the mailer containing the card and in your monthly statement.

## **Changing credit limits**

To change the credit limit on your MasterCard BusinessCard or MasterCard PurchasingCard account, please complete a MasterCard BusinessCard/MasterCard PurchasingCard account holder information update form.

To change the credit limit on any card on your account, please complete a MasterCard BusinessCard/MasterCard PurchasingCard cardholder information update form. If your request is approved, we will notify you and the cardholder concerned of the new limit and tell you the date from which it will take effect.

## Cash Advance Access

If not restricted by the account holder, we will enable cash advance access (both through an ATM or over the counter at a branch) for individual cardholders.

To enable or restrict cash advance access on any card on your account, please complete a MasterCard BusinessCard/MasterCard PurchasingCard cardholder information update form.

## Payment terms & conditions

### Statement billing dates

We issue statements on the 27th of each month. If, at that date, any new transactions have been debited to your account since the previous statement period, you will be issued a statement.

*Your monthly statement will consist of:*

- a consolidated statement for the whole account, and
- copies of the individual statements issued to the cardholders, which show all of their transactions for the statement period.

### Calculation of credit charges

Interest on your MasterCard account will be charged as follows:

**Cash advances** – interest will be charged on a daily basis at our current interest rate for cash advances from the date of the cash advance until the amount is paid in full.

**Purchases and charges** – if payment of the full amount of the statement closing balance is made by the pay by date, no interest will be charged for purchases or charges listed in your current statement. If payment in full is not made by the pay by date, interest at our current credit card interest rate for purchases, charges and interest will be charged on the daily outstanding balance from the transaction date until the amount is paid in full.

### Credit card interest rates

The current interest rate is subject to change and is shown on each of your monthly statements.

When there is an interest rate or fee change, then these changes will be effective on the account the day following your next statement.

## Payments

Payments on your MasterCard BusinessCard are shown in your monthly closing balance and are due on the 20th of the following month. Payments due on your MasterCard PurchasingCard are due on the 5th of the following month. All payments must be made by direct debit. You must complete the necessary forms to authorise the direct debit facility from your nominated account.

## Direct debits

The direct debit payment amount is calculated by totalling those cardholders statements that have a debit balance. Statements that have a credit balance are not included.

## Application of payments

Any payments you make will be applied against the amount you owe in the following order:

1. All charges, either shown on the current statement and any previous statements, or charged since your current statement,
2. All interest, shown on the current statement and any previous statements,
3. All cash advances shown on any previous statements and the current statement,
4. All purchases shown on any previous statements and the current statement,
5. All cash advances made since the current statement period,
6. All purchases made since the current statement period.

## Charges

Other 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 account charges,
- cash advance charges,
- replacement card charges (may apply to lost, stolen, damaged or faulty cards),
- account over limit charges,
- photocard charges,
- courier/freight charges,
- voucher search charges,
- statement copy charges,
- transaction charges,
- late payment penalty charges,
- costs and expenses incurred by us in collecting cards and/or payments,
- Foreign currency fees,
- demand notice charges.

For more details see our Transaction and Service Fees brochure or call us on **0800 888 111**.

## **Terms & conditions set by third parties**

In addition to these conditions of use, the use of a 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.

## **Account and card cancellation**

You may cancel your account, or any card on your account, at any time. Please notify us immediately by telephone if you wish to cancel your account or a card on your account, then complete a MasterCard BusinessCard/MasterCard PurchasingCard cancellation authority form. You must cut the cancelled card(s) in half and return them with the cancellation authority. You will remain liable for any use of the cancelled card(s) until the card(s) have been returned to Westpac.

Westpac may cancel your account, or any card on your account, at any time without prior notice. If you are notified that your account or any card on your account has been cancelled, you are required to cut the card(s) in half and return them to any Westpac branch. You will continue to be liable for the use of the cancelled card(s) until they have been returned to Westpac.

Proof of posting a letter to your last recorded address notifying you of the cancellation of your account or a card on your account will be proof of notification.

## **Variation of conditions of use**

We reserve the right to vary both the account holder conditions of use, and the cardholder conditions of use. Any changes to either conditions of use will take effect at least 14 days after the date of notice. Notice may 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 the Westpac MasterCard BusinessCard/MasterCard PurchasingCard account.

**account holder** – means the applicant for the Westpac MasterCard BusinessCard/MasterCard PurchasingCard account, in whose name the Westpac MasterCard BusinessCard/MasterCard PurchasingCard account is conducted.

**ATM** – means any Automatic Teller Machine approved by us which enables amounts to be debited or credited electronically from or to your account.

**card** – means the Westpac MasterCard BusinessCard/MasterCard PurchasingCard issued to a cardholder on your account.

**cardholder** – means any person to whom we issue, at your written request, a Westpac MasterCard BusinessCard/MasterCard PurchasingCard on your account.

**EFT** – means Electronic Funds Transfer, which is the process by which funds are withdrawn electronically from your account. A cardholder authorises an Electronic Funds Transfer by using his or her card with the associated PIN or signature at an EFT terminal.

**EFT terminal** – means the device for initiating EFT transactions and includes ATMs and EFTPOS terminals.

**EFTPOS terminal** – means an EFT terminal located at a merchant's point of sale.

**nominated account** – means the Westpac cheque or savings account for which you have authorised a direct debit facility for monthly settlement of your MasterCard BusinessCard/MasterCard PurchasingCard account.

**PIN** – means the Personal Identification Number issued to a cardholder at your written request which, when used in conjunction with a card in an EFT terminal approved by us, enables a cardholder to make EFT transactions.

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

**you or your** – means the account holder.

## **Waiver of Liability Insurance**

**Arranged by Westpac and underwritten by Zurich Australian Insurance Limited.**

### **Terms & Conditions**

- The account holder shall instruct in writing to its cardholders of the limits of their authority in using their MasterCard BusinessCard/MasterCard PurchasingCard for authorised transactions.
- The account holder shall take all reasonable steps to recover from the cardholder all unauthorised transaction amounts transacted by the cardholder. In addition, the account holder shall utilise, where legally possible, any monies held for, or on behalf of, the cardholder so as to avoid or reduce any loss through unauthorised transactions to the maximum extent permitted by law.
- When:
  - the account holder no longer wishes a cardholder to use the MasterCard BusinessCard/MasterCard PurchasingCard, or
  - the cardholder's employment is terminated, or
  - the account holder becomes aware or should have become aware that unauthorised transaction amounts have been incurred or were likely to be incurred by the cardholder; the account holder must, if possible, immediately obtain the MasterCard BusinessCard/MasterCard PurchasingCard from the cardholder, cut it in half and return it to Westpac at the address appearing on the MasterCard BusinessCard/MasterCard PurchasingCard statement of account.

On the same day the account holder is required to direct Westpac to cancel the cardholder's MasterCard BusinessCard/MasterCard PurchasingCard. This direction is preferably to be made by telephone or facsimile or by any other electronic advice which may be approved by Westpac in the future.

- If the account holder is unable to recover the cardholder's MasterCard BusinessCard/MasterCard PurchasingCard, the "Notification of Claim" form shall be accompanied by a copy of the letter sent to the cardholder advising that the cardholder is no longer authorised to use the MasterCard BusinessCard/MasterCard PurchasingCard. Copies of the "Notification of Claim" and notice to the cardholder (if applicable) shall be forwarded by Westpac to Mackellar Robinson Australia Pty Limited who will contact Zurich.
- Zurich's liability to pay claims is limited in any twelve months to:
  - \$NZ20,000 per individual cardholder
  - \$NZ150,000 per account holder.

- Zurich shall not be liable under this Policy for:
  - any indirect losses or consequential liability of any kind other than unauthorised transaction amounts as defined in this Policy.
  - any unauthorised transactions incurred by a Director, Partner or Owner of the account holder or any family members of the said Directors, Partners or Owners.
  - any unauthorised transactions incurred before 30 May 2001.
- In the event of a claim the account holder must give to Zurich all necessary information and assistance they may reasonably require to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which they shall or would become entitled or subrogated upon their making payment or making good any loss or damage under this Policy.
- When the account holder becomes aware of any unauthorised transaction they must report the matter to the police.

### **Claims Procedures**

*Zurich shall not be liable to pay any benefit to an account holder unless the following procedures and requirements have been complied with:*

In the event of learning of an occurrence likely to result in a claim, the account holder must:

- immediately advise Westpac by phone 0800 888 111 and on the same day complete and send to Westpac the “Notification of Claim” form. Copies of the “Notification of Claim” and letter to the cardholder (if applicable) shall be forwarded by Westpac to Mackellar Robinson Australia Pty Limited who will contact Zurich.

On receipt of a Notification of Claim and letter to the cardholder (if applicable) Zurich will send the account holder a claim form. The completed claim form, together with a copy of the police report and a copy of the relevant MasterCard BusinessCard/MasterCard PurchasingCard account statement(s) detailing the unauthorised transaction(s) are to be returned by the account holder to Zurich within 30 days of receipt of the claim form from Zurich.

Note: Failure to report the potential claim and complete and return the claim form (if required) within the time frame stated above may result in denial of the claim.

- give to Zurich all necessary information and assistance they may reasonably require to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which they shall or would become entitled or subrogated upon their making payment or making good any loss or damage under this Policy.

Subject to liability being established and admitted by Zurich, Zurich will make payment of any unauthorised transaction amounts within thirty (30) days of receipt by Zurich of the claim form, such payment to be paid within the terms of this policy to the account holder under covering letter (copied to Westpac) detailing unauthorised transactions for which payment is made.

If Zurich decides that it is not liable under the terms of the Policy, Zurich will inform the account holder in writing of its decision and the reasons for its decision (copied to Westpac).

Zurich as a member of the Insurance Council of Australia Limited, subscribes to the Australian General Insurance Code of Practice, which sets out standards of best practice. Therefore if an account holder is unhappy with any service issue or the settlement of a claim, the account holder may have the matter referred to the internal dispute resolution committee of Zurich. This committee consists of senior managers who will review the decision.

## Definitions

For the purpose of this Policy:

**Account holder** means any Westpac customer being a business entity or corporation, who has entered into a MasterCard BusinessCard facility with Westpac.

**Cardholder** means a person (being a New Zealand resident) to whom Westpac at the request of the account holder has issued with a MasterCard BusinessCard.

**MasterCard BusinessCard/MasterCard PurchasingCard** means a credit card, which at the request of the account holder has been issued to a cardholder.

**Unauthorised transaction** means a MasterCard BusinessCard transaction, which has been processed to the account of the account holder but was not authorised in any way by the account holder and/or was outside the cardholder's authority to transact.

## Cardholder conditions of use

As soon as you sign or use your Westpac MasterCard BusinessCard/ MasterCard PurchasingCard you are deemed to have agreed to the conditions of use in this document.

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

- keep your Personal Identification Number (PIN) secure (if you have one),
- agree that your card is the property of Westpac,
- sign your card as soon as you receive it, (if you have requested a digitised signature, please sign again in the space provided),
- agree that you will only use the card for legitimate business expenses incurred during your employment with the account holder.

## Receiving and signing your card

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

You may only request a PIN if authorised by the account holder. If the account holder requests a PIN for your card, we will assign an initial PIN to you. If you wish to select a different PIN, please call at a Westpac branch with your card and two other forms of identification (one of which must have your signature on it). You will be asked to key in the initial PIN assigned to you before you can select a new PIN. Your PIN enables you to use your card in electronic funds devices such as ATMs and EFTPOS terminals. If you choose to 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 (eg. 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 eg. security alarms, lockers.

## Cash advance facilities

If the account holder allows cash advance access on your card, we will enable this.

## Protecting your card and PIN

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

- written down, especially not on the card
- kept in any form with the card,
- disclosed to any other person, including the account holder, family members or bank staff, or
- negligently or recklessly disclosed. You must ensure that no one can see you enter your PIN at ATMs 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 nightclubs, hotels or restaurants). If your card is lost or stolen together with your PIN, it can be used by others to make unauthorised transactions, which may result in a loss to you.

## Lost & stolen cards/PINs

*You must notify us and the account holder immediately if:*

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

*If you are in New Zealand, please:*

- call us on 0800 888 111, or
- notify any Westpac branch during business hours.

*If you are outside New Zealand, please:*

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

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

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

## **Card acceptance & limitations**

MasterCard BusinessCard or MasterCard PurchasingCard are accepted by banks and merchants displaying the MasterCard 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 from the bank or merchant.

The use of your card overseas may be subject to exchange controls or other government requirements. In particular, as a result of U.S. laws and regulations, your card is not allowed to be used in prohibited countries, including Iran, Burma (Myanmar) and Sudan. The list of prohibited countries could change at any time. If you do attempt to use your card in any prohibited country, the transaction will be declined or charged back. MasterCard 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 MasterCard. Transactions made in United States dollars are converted directly into New Zealand dollars. MasterCard 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 Fee brochure which forms part of these conditions of use.

## **Card transaction requirements**

- Use of your card constitutes an irrevocable order to Westpac and you cannot 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 the merchant about the quality of the goods or services. We will not be responsible for the goods and services supplied by any merchant, and any complaints you or a cardholder have with the merchant must be resolved by you.
- You must ensure that you do not exceed the credit limit authorised in writing by us, without our prior written approval. If you fail to comply with this condition then any amount in excess of your credit limit is payable on demand.
- Maximum daily transaction limits for EFT transactions and sales vouchers apply to each card. You will be obliged to pay any amounts debited to your account which exceed the daily limits.

- When systems are fully operational, the daily transaction limits made with your card, subject to your available credit limit and available funds, are a maximum of:
  - \$20,000 for EFT transactions and sales vouchers, including up to
  - \$2,000 for ATM cash withdrawals.

In addition, there may be a daily limit on the number of EFT transactions or sales vouchers you may make on your MasterCard BusinessCard/MasterCard PurchasingCard.

- A cardholder with a PIN and cash advance access may use their card to carry out EFT transactions at any ATM during the hours advised by us, provided that access is available. Access to an EFTPOS terminal is at the merchant's discretion.

If you wish to dispute a transaction on your statement you may do so. Please see the Transaction disputes section, in the account holder conditions of use.

## **Terms & conditions set by third parties**

In addition to these conditions of use, the use of a 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 return the card to the account holder. You are liable both jointly and severally with the account holder for any transactions you make on the card subsequent to being notified by us that your card has been cancelled.

## **Variation of conditions of use**

We reserve the right to vary these conditions of use. Any changes to these conditions of use will take effect at least 14 days after the date of notice. Notice 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 the Westpac MasterCard BusinessCard/ MasterCard PurchasingCard account.

**account holder** – means the applicant for the Westpac MasterCard BusinessCard or MasterCard PurchasingCard account, in whose name the Westpac MasterCard BusinessCard or MasterCard PurchasingCard account is conducted.

**ATM** – means any Automatic Teller Machine approved by us which enables amounts to be debited or credited electronically from or to the Westpac MasterCard BusinessCard/MasterCard PurchasingCard account.

**card** – means the Westpac MasterCard BusinessCard/MasterCard PurchasingCard issued to a cardholder.

**cardholder** – means any person to whom we issue, at the written request of the account holder, a Westpac MasterCard BusinessCard/ MasterCard PurchasingCard.

**EFT** – means Electronic Funds Transfer, which is the process by which funds are withdrawn electronically from the Westpac MasterCard BusinessCard/MasterCard PurchasingCard account. A cardholder authorises an Electronic Funds Transfer by using their card with the associated PIN or signature at an EFT terminal.

**EFT terminal** – means the device for initiating EFT transactions and includes ATMs and EFTPOS terminals.

**EFTPOS terminal** – means an EFT terminal located at a merchant's point of sale.

**PIN** – means the Personal Identification Number issued to a cardholder at the account holder's request which, when used in conjunction with a card in an EFT terminal approved by us, enables a cardholder to make EFT transactions.

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

**you or your** – means the cardholder.

## **Transit accident insurance**

### **Arranged by Westpac and underwritten by Zurich Australian Insurance Limited**

Transit accident insurance is a benefit offered to Westpac cardholders. This insurance provides certain accidental death and injury insurance for cardholders who sustain an injury while outside New Zealand and riding as a passenger in (not as a pilot, driver or crew member), or boarding or alighting a plane, tourist bus, train or ferry as outlined in this Policy. This cover is available on trips paid for after 1 November 2003. Provided that before a trip the payment for the trip was charged to the cardholder's MasterCard BusinessCard/MasterCard PurchasingCard.

This cover is automatically provided to cardholders but they are not obliged to take the benefit of it. However, if a cardholder wishes to make a claim under this Policy, they will be bound by the Definitions, Terms & Conditions, Exclusions and Claims Procedures of this Policy. Therefore please read this document carefully and keep it in a safe place and if you require personal advice on this insurance please see your insurance adviser. Please also keep detailed particulars and proof of any loss, including the credit card sales receipt and MasterCard BusinessCard/MasterCard PurchasingCard account statement showing the purchase of the trip.

Westpac is not the issuer of this insurance and neither Westpac nor any of its related corporations guarantee any of the benefits under this Policy. This insurance is provided at no additional cost to the cardholder or account holder and Westpac does not receive any commission or remuneration from Zurich in relation to this Policy. Neither Westpac nor any of its related corporations are Authorised Representatives (under the Financial Services Reform Act 2001) of Zurich or any of its related companies.

Westpac may terminate this cover by providing written notification to the account holders. Purchases made in accordance with this Policy before this notification is given will be covered under this Policy. Purchases made after this notification is given will not be eligible for cover under this Policy.

## Definitions

For the purposes of this cover:

**act of terrorism** – means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**accident** – means any sudden and unexpected physical force, which occurs on a trip and causes an injury that is described in the “Schedule of Benefits”.

**account holder** – means any Westpac customer being a business entity or corporation, who has entered into a MasterCard BusinessCard/MasterCard PurchasingCard facility with Westpac.

**cardholder** – means a person (being a New Zealand resident) whom Westpac at the request of the account holder has issued with a MasterCard BusinessCard/MasterCard PurchasingCard.

**injury** – means loss of life or bodily injury (but not an illness or sickness),

- caused by an accident whilst this Policy is in force, and
- resulting independently of any other cause.

Furthermore injury as used with reference to hand or foot means complete severance through or above the wrist or ankle joint and, as used with reference to eye, means irrecoverable loss of the entire sight thereof.

**MasterCard BusinessCard/MasterCard PurchasingCard** – means a MasterCard BusinessCard/MasterCard PurchasingCard credit card, which at the request of the account holder has been issued to a cardholder.

**trip** – means a journey outside New Zealand by the cardholder as a paying passenger (not as a pilot, driver, or crew member etc.) in a licensed plane, tourist bus, train or ferry authorised pursuant to any statute, regulation, by law or the equivalent thereof for the transportation of passengers for hire. Provided that before the journey commenced the cost of the journey was charged to the MasterCard BusinessCard/MasterCard PurchasingCard account.

## Terms & Conditions

The Benefits listed under the Schedule of Benefits will be paid if the cardholder suffers a loss as a result of an injury suffered under the circumstances specified in points 1, 2, or 3 as follows:

1. The injury is sustained outside New Zealand territory on a trip while riding as a passenger or boarding or alighting the plane, tourist bus, train or ferry.
2. When, by reason of an accident specified in 1 above, a cardholder is unavoidably exposed to the elements and, as a result of such exposure, suffers an injury for which indemnity is otherwise payable hereunder, the loss shall be covered under the terms of this Policy.
3. If the body of the cardholder has not been found within one year of the date of his/her disappearance arising out of an accident which would give rise to a loss as specified in 1 or 2 above, it will be presumed that the cardholder suffered loss of life as a result of bodily injury caused by the accident at the time of his/her disappearance.
4. A benefit payable under this Policy will be paid to the injured cardholder or, in the event of the cardholder's death the benefit will be paid to their legal representative.

## Exclusions

This Policy does not cover any loss, fatal or non-fatal, caused by or resulting from:

- travel purchased prior to 1 November 2003,
- suicide or self-destruction, or any attempt at suicide or self-destruction, while sane or insane,
- a hijack or war or war-like hostilities,
- any act of terrorism,
- radioactive contamination,
- consequential loss or damage, punitive damages, or
- an intentional or illegal or criminal act of:
  - the cardholder, or
  - a person acting on the cardholder's behalf, or
  - the cardholder's designated beneficiary, executor(s) or administrator(s) or legal heirs or personal legal representative(s).

## Schedule of Benefits

When an accident results in any of the following injuries within one year after the date of the accident, Zurich will pay the amount shown opposite the said injury.

If more than one injury results from one accident, only the Benefit Amount for the greater injury will be paid.

Injury	Benefit Amount
Loss of life	NZ\$100,000
Both hands or both feet	NZ\$100,000
One hand and one foot	NZ\$100,000
The entire sight of both eyes	NZ\$100,000
The entire sight of one eye and one hand or one foot	NZ\$100,000
One hand or one foot	NZ\$50,000
The entire sight of one eye	NZ\$50,000

## Limits on what we pay...

The most Zurich will pay in claims under this Policy, that result from one incident (eg. a bus crash) is NZ\$350,000 regardless of the number of cardholders, injured in the incident.

This means that if as a result of one incident a number of cardholders were injured, Zurich would pay each on a proportional basis (using the above schedule) up to a total of NZ\$350,000. Therefore if say 4 cardholders lost their lives in the same bus crash, Zurich would pay NZ\$87,500 to each of their legal representatives.

## Claims Procedures

Please do not contact Westpac in the event of a claim, as they are not involved in processing insurance claims.

1. Zurich does not hold or collect information about cardholders until a claim is made. Zurich will however need personal information about the cardholder to assess any claim. Zurich will, in relevant cases, disclose the personal information (other than sensitive information) to Westpac, Zurich's service providers and business partners.

Where relevant to assess the claim, Zurich will also disclose personal information including sensitive information such as health information to medical practitioners, other health professionals, reinsurers and legal representatives.

Zurich may also disclose personal information to Westpac (other than sensitive information such as health information) in order to allow Westpac to monitor the claims service that Zurich provides and to ensure persons are eligible for this insurance.

If the cardholder does not provide the requested information, the assessment of the claim may be delayed or Zurich may not accept the claim. In most cases, Zurich will give the cardholder access to their personal information on request.

2. In the event of learning of an occurrence likely to result in a claim being made the cardholder (or their legal representative) must:

- Contact Zurich on 0800 443 558 within 30 days of learning of the occurrence likely to result in a claim. A written loss report may be required and if so, should be returned within 30 days of receiving the loss report.

*Note: Failure to report an event likely to result in a claim or to fully complete and return to Zurich the loss report (if required) within the times stated above may result in denial of the claim.*

- At his or her expense, furnish all certificates, information and evidence reasonably required by Zurich and they should be in such a form and of such a nature as Zurich may reasonably prescribe. In the event of any claim being based on the death of a person Zurich may require that a post-mortem examination be conducted at its own expense.
- Give to Zurich all necessary information and assistance they may reasonably require to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which they shall or would become entitled or subrogated upon their making payment or making good any loss or damage under this Policy.

3. Zurich as a member of the Insurance Council of Australia Limited, subscribes to the General Insurance Code of Practice, which sets out standards of best practice. Therefore if a cardholder or their legal representative is unhappy with any service issue or the settlement of a claim, they may have the matter referred to the internal dispute resolution committee of Zurich. This committee consists of senior managers who will review the decision.

If the cardholder or their legal representative still disagrees with the final decision of Zurich, they can ask the Insurance Enquiries and Complaints Limited (IEC), ABN 23 062 284 888 (within their terms of reference) to review the decision of Zurich. This is a free service provided by an independent organisation. The cardholder or their legal representative is not bound by the IEC's decision, however Zurich is bound to act immediately on their decision.

## **MasterCard Smart Data Online**

### **Supplementary cardholder conditions of use**

The following supplementary conditions of use apply where you have been designated by the account holder to use the Smart Data Online Service provided by MasterCard International ("MasterCard"). These supplementary conditions of use shall be read in conjunction with the cardholder conditions of use. In the event of any conflict between the conditions of use applicable to your Card and the supplementary conditions of use set out below, the latter shall prevail.

### **The System**

In order to be able to use the System you must undertake to comply with these supplementary conditions of use in addition to the card conditions of use, and with the System User Guide. You agree that MasterCard, and not Westpac, shall be responsible for the provision of the System. Your use of the System indicates your agreement to comply with these supplementary conditions of use.

You must also agree to comply with any conditions imposed from time to time by MasterCard, in relation to your use of the System.

### **Access to the System**

You will use the System only in accordance with these supplementary terms and conditions and in compliance with the System User Guide.

### **Ownership of the system**

You acknowledge that MasterCard owns and retains all right, title and interest in and to the System and any related programming language or code, including all copyrights, trade secrets and other intellectual property rights therein. You have no rights in them and you will not attempt to reproduce, copy or adapt them in any way.

### **Supply and use of information**

You agree to comply with these supplementary conditions of use as well as the standard conditions of use for your card.

You agree that we may use any personal information obtained about you for any purpose associated with the provision of the System. We may also disclose information to others if we have a duty to disclose such information by law.

You authorise us to supply to MasterCard any information that may be reasonably required to enable MasterCard to provide you with the System, and agree to provide any additional information required to enable that. MasterCard, and not Westpac, shall be responsible for the security and use of information supplied by us once it has left our system. You shall have the right to access and correct this information subject to the provisions of the Privacy Act 1993.

You may use data obtained through access to the System, only in accordance with these supplementary terms and conditions and the System User Guide.

You agree that the Service Provider may use data submitted to or derived from the System, in order to provide the System.

You will comply with all laws and regulations relating to use of a system of this kind and data entered into or derived from the System.

## **Security**

The account holder will issue you with appropriate user identifiers and initial passwords or other forms of authentication (collectively "Authenticators") for use by you to gain access to the system, as set out in the System User Guide.

You will not disclose your Authenticators or any other documentation associated with the System which has been provided pursuant to the System User Guide, to anyone else.

You authorise MasterCard to act on any instructions it may receive from you, pursuant to any security protocols established by MasterCard.

You acknowledge that data on the System is received by MasterCard from third parties and MasterCard has no responsibility for the content or quality of that data prior to MasterCard's receipt of it.

You are responsible for ensuring you and your cardholders use all reasonable endeavours to ensure no viruses are introduced to the System by you or your Cardholders.

## Definitions

**Smart Data OnLine** – is the name by which the System is known (or such successor name as MasterCard may institute).

**System** – means the electronic card management system and suite of services provided by MasterCard, that is intended to provide account holders with additional information, in an electronic format, concerning transactions made using Cards.

**System Users Guide** – means the guide issued by MasterCard, which sets out how you may access and use the System, including such security protocols as MasterCard shall establish from time to time.

All other terms used in these supplementary conditions of use that are defined in the MasterCard BusinessCard and MasterCard PurchasingCard conditions of use shall have the meaning defined in those conditions of use.

### Name of Creditor

Westpac New Zealand Limited  
188 Quay Street  
PO Box 934  
AUCKLAND



