



# Westpac Credit Card Conditions of Use

Westpac Titanium™ MasterCard®  
and Westpac hotpoints Premium  
American Express® Card(s)

These are conditions of use for your Westpac Titanium MasterCard and Westpac hotpoints Premium American Express Card. Please read these conditions of use and then keep this document in a safe place.

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### **Full name and address of creditor:**

Westpac New Zealand Limited  
Level 15, PWC Tower  
188 Quay Street  
Private Bag 92503  
Wellesley Street  
Auckland

## **Westpac Titanium™ MasterCard® and Westpac hotpoints Premium American Express® Card Conditions of use**

As soon as you sign or use your Westpac Titanium MasterCard or your Westpac hotpoints Premium American Express® 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 unless it has a digitised signature.

If you have any enquiries about your Westpac Titanium MasterCard, or your hotpoints Premium American Express Card, you can call us – 24 hours a day, seven days a week – on 0800 888 788. 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.

## **The Westpac hotspots Premium American Express Card**

When you are issued with a hotspots Premium American Express Card, it is linked to your main Titanium MasterCard® account. Your hotspots Premium American Express Card shares the same credit card account and credit limit as your Titanium MasterCard. There is no separate credit limit for your hotspots Premium American Express Card. Transactions made using your hotspots Premium American Express Card are made on the account that your hotspots Premium American Express Card is linked to, and show on the same statement. You cannot have a hotspots Premium American Express Card alone. You will only receive a hotspots Premium American Express Card if you are a member of hotspots.

## **Selecting your PIN**

When you are issued with your card, and if PIN functionality is available on that card, you will need to call into a Westpac branch with the card and bring two other forms of identification (one of which must have your signature on it) in order to select a PIN. Your PIN enables you to use your card in electronic funds devices such as ATMs and EFTPOS terminals. From time to time we may replace/issue you with a card loaded with your existing PIN. PIN functionality is not available on your hotspots Premium American Express Card.

- SideCards cannot be used in ATMs and some EFTPOS terminals.
- hotspots Premium American Express Cards cannot be used in ATMs.

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 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 any additional cardholders, the Police, 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 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 888 788, or
- notify any Westpac branch during business hours.

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 MasterCard® acceptance mark; or
- notify us by calling +64-9-914 6915 collect.

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 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 by doing any of the following:

- 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
- 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.

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

You are responsible for all credit extended by Westpac to you.

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 initiates a transaction by mail order, telephone order, internet or by email. You are giving authority to the American Express and/or MasterCard® 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 initiates cycle payment transactions, i.e. if you agree with an American Express® or 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 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.

### **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 wish to 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.

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

If an EFT terminal 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 to you caused by the failure of either your card or any ATM (excluding any card or ATM which is obviously faulty, or in the case of an ATM where it 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.

We will not be liable for direct or indirect loss or damage which results from using a SideCard in an ATM machine.

## **Card transaction requirements**

- Use of your card constitutes an irrevocable order to Westpac and you cannot stop payment of a transaction made using your credit card. There are limited circumstances under which we can reverse a transaction which will be subject to the rules of the 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 have with the merchant must be resolved by you.
- Westpac will advise you of your approved credit limit in writing. Westpac may increase or decrease your credit limit from time to time. Your credit limit will also be shown on your monthly statements. Please note there is no separate credit limit for your hotpoints Premium American Express Card.

The credit limit is for the credit card account the hotpoints Premium American Express Card is linked to.

- You must ensure that your credit card account does 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. You will be liable for any transaction processed to your account which exceeds your credit limit.
- When systems are fully operational, the daily transaction limits for EFT transactions made with your card or daily purchasing limit on your SideCard, subject to your available credit limit and available funds in your nominated account(s), are a maximum of:
  - \$30,000 for EFT transactions from your credit card account,
  - \$10,000 for EFT transactions from your cheque or savings account,
  - \$2,000 for international ATM cash withdrawals from any account, or a combination of accounts that can be accessed by your card, or
  - \$1,500 for domestic ATM cash withdrawals from any account, or combination of accounts, that can be accessed by your card.

Note that the maximum EFT transactions will be less the amount of any ATM cash withdrawals made in the same day. ATM transactions are not available on the hotpoints Premium American Express Card. 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 on your credit card account.

- The minimum amount of any cash advance in New Zealand is \$20. However, different amounts may apply in other countries.
- You may use your card to carry out EFT transactions at any ATM (excluding SideCards) 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 and limitations**

Your Titanium MasterCard® or the hotpoints Premium American Express Card is accepted by banks and merchants displaying the American Express mark or MasterCard acceptance mark, as applicable. 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 generally not allowed to be used in prohibited countries, including Iran, Burma (Myanmar) and Sudan and in the case of the hotpoints Premium American Express Card, also Cuba. 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.

American Express and MasterCard® process, and convert into New Zealand dollars, cash advances (where applicable), purchases and/or charges made in foreign currencies at the rate(s) of exchange fixed by American Express or MasterCard. Transactions made in United States dollars are converted directly into New Zealand dollars. American Express and MasterCard convert transactions made in any other foreign currency into United States dollars before converting them into New Zealand dollars. A foreign currency conversion 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. You 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.

## **Security interest**

Unless expressly disclosed to you, and notwithstanding anything to the contrary in any other document, no security interest is taken in connection with your credit card facility.

## **Joint & additional cardholders**

### **Joint cardholders**

- If you and a joint cardholder (which may include the hotpoints Premium American Express Card) each hold a card on the same account, you are both bound by these conditions of use. You and any joint cardholder are also liable both jointly and severally for any amount owing to us on that joint credit card account. This means that either of you may be required to pay the outstanding balance owed on the account.
- We will accept instructions relating to the account from either joint cardholder.
- Either of you may cancel both your cards provided that you notify us in writing and return both cards to us, cut in half.

- Either of you may cancel one card provided that you notify us in writing and return the card to us, cut in half. Upon cancellation of one card, the joint account will be frozen by Westpac so that neither of you will be able to use it. Each of you may apply for a new individual card. Each of you will remain liable for all transactions initiated or charged to the cancelled account prior to cancellation, as well as any costs and expenses incurred after cancellation.

A joint cardholder must be at least 18 years old.

### **Additional cardholders**

At your request, we may issue an additional card on your account to any person nominated by you who is over the age of 16. The additional card must carry the nominated person's signature and may be used by that person on your credit card account in every respect as if it were your card. However you are liable for all transactions carried out by that person, i.e. you will be bound by the use of any additional card as if you had used it personally.

The additional card is subject to these conditions of use.

### **SideCard cardholders**

At your request, we may issue a SideCard on your account in your name or to any person nominated by you, who is over the age of 15. The SideCard must carry the nominated person's signature and may be used by that person on your Titanium MasterCard® account in every respect as if it were their card.

**Note** no hotspots Premium American Express Card will be issued with a SideCard. However, you are liable for any transactions carried out on your account. SideCards can not be used in ATMs and some EFTPOS terminals.

Each SideCard will be subject to a maximum spending limit per business day, as set by you. This limit must be less than or equal to the account credit limit. Transactions made on weekends and public holidays are carried forward to the next business day. The SideCard is subject to these conditions of use.

## **Payment terms & conditions**

### **Statement billing dates**

We will allocate you a monthly date for the issue of statements. If, at that date, there are any amounts outstanding on your account, or if any new transactions have been debited or credited to your account since the previous statement period, you will be sent a statement.

## **Calculation of interest**

Subject to the terms below, interest on your credit card account will be charged on cash advances, balances transferred from another account, purchases, fees, charges and interest charged and unpaid as set out in this section.

Interest which accrues on your card account will be calculated on a daily basis at the applicable interest rate or rates from time to time. Interest accrued will be charged to your account on the last day of each statement period as specified in your monthly statement.

***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 and charges (other than cash advance fees), listed in your current statement. If payment in full is not made by the pay by date, interest will be charged on the outstanding balance of such purchases and charges and on interest subsequently charged thereon, in each case, from the date of the transaction until the relevant amount is paid in full.

***Cash advances*** – interest will be charged on the outstanding balance of cash advances (including cash advance fees) and interest subsequently charged thereon, from the date of the transaction until the relevant amount is paid in full. Cash advances cannot be accessed at ATMs by the hotpoints Premium American Express Card.

***Balances transferred when changing Westpac credit cards*** – where you have transferred a balance from another Westpac credit card (this functionality is not available for the hotpoints Premium American Express Card), interest will be charged as outlined above, for the respective transactions forming the transferred balance. Therefore, for the statement following the transfer date, if payment of the full amount of the statement closing balance is made by the pay by date, no interest will be charged for the purchases and charges (other than cash advance fees) listed in the statement. However, if payment is not made by the pay by date, interest will be charged on such purchases and charges. Also as outlined above, interest will be charged for cash advances (including cash advance fees) included in the transferred balance. This is the case regardless of whether the transaction occurred before or after the transfer date.

Details of the transactions which comprise the transferred balance from your previous card will be contained in the statements we issued to you for that card. We will provide you with a separate statement showing transactions included in that balance which were made since the date of your last statement.

***Balances transferred from accounts at other institutions to a Westpac credit card account*** – interest will be charged on the outstanding balance of balances transferred from accounts at other institutions and interest subsequently charged thereon, from the date of the transfer until the relevant amount is paid in full.

**Retail credits** – are not classified as payments and will not be offset against payment due for relevant statement period.

## **Interest Rates**

Unless otherwise specified in a promotion, or as outlined below in relation to a balance transferred when changing Westpac credit cards.

- The interest rate for purchases and charges will apply to all purchases and charges (other than cash advance fees) and interest accrued thereon, including purchases and charges (other than cash advance fees) transferred from another Westpac credit card and interest accrued thereon.
- The interest rate for cash advances will apply to all cash advances and cash advance fees (including those transferred from another Westpac credit card), balances transferred from another institution, and interest accrued thereon. The current interest rates are shown in the welcome letter we send you and on your statements and are subject to change from time to time.

**Balances transferred when changing Westpac credit card accounts** – where you have transferred from another Westpac credit card account, the interest rates applicable to your existing card account will continue to apply to the balance transferred until the date of your next statement. Until the date of your next statement, those rates will also apply to transactions made between the date of transfer and the date of your next statement. From the date of your next statement the interest rates specified in that statement will apply.

However, if a purchase or charge has not been made using the other card prior to the transfer date, the current Westpac credit card interest rate for purchases and charges will apply to a purchase or charge made between the transfer date and the date of your next statement. Likewise, if a cash advance has not been made using the other card prior to the transfer date, the current Westpac credit card interest rate for cash advances will apply to a cash advance (and cash advance fee) made between the transfer date and the date of your next statement.

## **Payments**

Information regarding methods of payment are outlined on your monthly statement and/or at [www.westpac.co.nz](http://www.westpac.co.nz).

### **Application of payments**

Unless otherwise advised as part of any promotional offer, 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. Any balances transferred from accounts at other institutions shown on the current statement and any previous statements.
4. All cash advances shown on the current statement, and any previous statements.
5. All purchases shown on the current statement, and any previous statements.
6. All balance transfers from accounts at other institutions made since the current statement period.
7. All cash advances made since the current statement period.
8. All purchases made since the current statement period.

### **Effective date of payment and availability of credit**

Depending on the method of payment used, it can take up to two business days for a payment to be credited to your account. A payment to your account is considered to be made on the day that the payment is actually credited to your account. Once a payment has been credited to your account, there is a clearing period of three business days (not including the date of deposit) for cheque payments to your account. During this clearing period, you may not be able to access any credit established by a payment to your account.

### **Minimum payments**

You are required to pay at least the minimum payment by the pay by date. You may pay any amount you wish, provided that it equals or exceeds the minimum payment, which is:

- any statement closing balance under \$5, or the minimum payment amount as shown on your statement, rounded to full dollars, whichever is greater. For current minimum payment percentage amount, see our Transactions and Fees brochure, and
- if applicable, an amount sufficient to reduce the balance to the credit limit, or
- other amounts as agreed upon from time to time between yourself and Westpac.

If you do not pay the minimum payment in full by the pay by date, you may incur additional charges and you may not be able to use your credit card.

You are obliged to pay the minimum payment each month even if you do not receive a statement. Credit card payment and account details may be obtained from any of our branches, visiting online banking or by calling us on **0800 888 788**.

## Unpaid amounts

If you have any money in any account with Westpac, we may use the credit balance in any such account either to pay off or contribute to the unpaid minimum payment owing on your credit card account, or if your account has been cancelled to pay off the balance owing on the account. For this purpose:

- money may be transferred from one account to another and applied to payment of any amount owing on your credit card accounts
- any number of accounts, including your credit card account, may be treated as one
- money in one currency may be used to buy money in another currency
- term investments may be broken.

We may do this without prior notice, in any order and as often as necessary. We may also apply money from any joint account you operate.

## Charges

A late payment charge will apply each month if you do not make at least the minimum payment due as shown on the monthly statement before the pay by date. The late payment charge will not apply where the balance of your account at the date of issue of the next monthly statement is less than \$25 or if you remedy the non-payment by the date of issue of that statement.

Other fees and charges may be imposed by us and may be changed from time to time. Fees and charges will be debited to your account. Those fees and charges may include:

- an urgent application fee if you ask us to urgently process your card application.
- an annual or half-yearly account charge (including an annual hotpoints charge, if applicable) for maintaining your account. This charge will be debited annually or half-yearly in advance. If you spend \$30,000 in retail transactions on your credit card account in any six month period between your six monthly account charge due dates, the next six monthly account and hotpoints charge will be waived.
- joint/additional/SideCard (six monthly) charges if you operate an additional card on your account.
- a cash advance charge, if you make a cash advance.
- account over limit charges, where you exceed your credit limit during each statement period.
- a replacement card charge (if your card is lost, stolen or damaged or becomes faulty).
- foreign currency conversion fees, if you make a purchase or a cash withdrawal in a foreign currency.

- photocard charges, where you request a photocard.
- if you require a card to be sent urgently or overseas, courier/ freight charges,
- if you dispute any transactions, disputed transaction search charges, statement copy charges and sales voucher copy charges (as applicable).
- demand notice charges, where demand is made upon you for overdue amounts.
- costs and expenses incurred by us in collecting cards and/or payments.

#### *Unpaid money – agency collection charges*

In addition to the costs and expenses set out above, if at any time the money you owe us (the debt) is not paid, we may refer the debt to a collection agency for recovery. You agree to reimburse Westpac on demand on a full indemnity basis for collection agency costs and expenses (including GST) incurred by Westpac in relation to recovery of the debt and/or cards, and these costs and expenses will be debited from your account. You also agree to pay any collection agency costs and expenses (including GST) charged to you by the agency. For more details regarding our fees and charges see our Transaction and Service Fees brochure or call us on **0800 888 788**.

### **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**

You may cancel your card, or the card of an additional/joint/SideCard cardholder at any time by notifying us in writing, cutting the card(s) in half and returning them to any Westpac branch.

If you are a member of the hotpoints rewards programme and you cancel your membership, any hotpoints Premium American Express Cards linked to your main credit card account will be blocked from any further usage and cancelled.

If you cancel all the cards on your account, you (and the joint cardholder where applicable) must immediately pay the outstanding balance of the credit card account and any reasonable costs incurred by us in collecting payment. Credit charges will continue to accrue until payment of the outstanding balance has been made.

Westpac may cancel your card, or the card of any additional/joint cardholder, at any time without prior notice. If you are notified that your card, or an additional/joint card, has been cancelled, you are required to cut the card(s) in half, return them

to any Westpac branch and immediately pay the outstanding balance of the credit card account and any reasonable costs incurred by us in collecting payment. Credit charges will continue to accrue until payment of the outstanding balance has been made.

Proof of posting a letter to your last known address notifying you of the cancellation of your credit card will be proof of notification.

## 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).

The exercise of any power to vary an interest rate or fee is not a change to these conditions of use for the purposes of this clause.

## Definitions

**account** – means your Westpac Titanium MasterCard® or Westpac Portfolio Titanium MasterCard account or any nominated account.

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

**card** – means the Westpac Titanium MasterCard or the hotpoints Premium American Express Card issued to you or any other cardholder on your account and includes any additional, joint or SideCards.

**cardholder** – means the person we issue with a Westpac Titanium MasterCard or a Westpac Portfolio Titanium MasterCard or the hotpoints Premium American Express Card. This includes, unless the context states otherwise, joint cardholders, additional cardholders, SideCard holders and the principal cardholder.

**cash advance** – means an advance of cash made from your Titanium MasterCard account. Cash advances cannot be accessed at ATMs by the hotpoints Premium American Express Card.

**EFT** – means Electronic Funds Transfer, which is the process by which funds are withdrawn electronically from your account. You authorise an Electronic Funds Transfer by using your card with your 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.

**hotpoints Premium American Express® Card** – means the Westpac hotpoints Premium American Express Card issued by Westpac to you, that operates on the American Express network and is linked to your existing credit card account, and is used to make transactions on that account. It does not have its own credit limit or statement.

**nominated account** – means a Westpac bank account (e.g. cheque or savings account) which is linked to your card and from which EFT transactions may be made using the card. EFT transactions on a nominated account are subject to your request and our approval.

**Pay by date** – is the date shown on your current statement as the date by which payment must be made of the statement closing balance shown in your current statement, for purchases listed on your current statement to be free from any interest charge.

**PIN** – means the Personal Identification Number selected by you through Westpac which, when used in conjunction with a card in an EFT terminal approved by us, enables you to make EFT transactions.

**SideCard** – means the MasterCard® SideCard™ issued to you. A SideCard will be issued to primary cardholders unless you elect not to have one. The main purpose of the SideCard is to decrease risk when making transactions on the Internet. The SideCard will have a sub credit limit set by the primary cardholder, less than or equal to the account limit.

**statement** – means the statement we issue to you monthly in respect of your account which lists transactions debited or credited to your account for a statement period.

**statement closing balance** – means the balance of purchases, cash advances, balance transfers, charges and interest, less payments and credits for the relevant statement period.

**statement period** – means the period specified in your statement to which the statement relates.

**transaction** – includes a purchase, cash advance or balance transfer being made, interest or a fee or charge being debited to your account and a payment or other credit being made to your account.

**we, us, or Westpac** – means Westpac New Zealand Limited and its successors and assigns.

**you or your** – means the account holder or the cardholder as the context requires.

## hotpoints terms & conditions

If you are enrolled in our hotpoints rewards programme, these terms and conditions apply to you.

For general enquiries about hotpoints, including enquiries about how many hotpoints you have, please call Monday to Friday, 8.30am to 5pm on **0800 888 788**.

If you have any enquiries about these terms and conditions, please call Monday to Friday 8.30am to 5pm on **0800 888 788** and press 2 for hotpoints. If you need to write to us, our address is Westpac, Private Bag 92503, Wellesley Street, Auckland.

Both these terms and conditions and our credit card conditions of use apply to hotpoints with Westpac. In case of conflict, our credit card conditions of use shall prevail.

### Eligibility

To be eligible for hotpoints membership you must hold a Westpac MasterCard, Westpac Visa card, Gold MasterCard, Visa Gold card, Portfolio Gold MasterCard, Portfolio Visa Gold card, Business *PLUS* Gold MasterCard (automatically enrolled in hotpoints), Business Limited Edition MasterCard, Titanium MasterCard or Portfolio Titanium MasterCard. The Low Interest MasterCard is not eligible for hotpoints.

When you join hotpoints a hotpoints Premium American Express Card will be automatically issued for your account in addition to your Titanium MasterCard. This card is linked to your main credit card account and shares the same statement, account number and annual fee. Any additional or joint cards on the main account will also receive a hotpoints Premium American Express Card when the primary cardholder joins hotpoints. The hotpoints Premium American Express Card cannot be issued separately from a main MasterCard card account and purely acts as a companion to these cards. Hotpoints Premium American Express Cards are not available on credit card accounts that are not eligible for hotpoints or are not a member of hotpoints. Please do not destroy your MasterCard card as this is the main card for your Westpac credit card account. The hotpoints Premium American Express Card can be used anywhere American Express is accepted and will earn hotpoints at a faster rate than your main card. Your MasterCard card also earns you hotpoints and provide you with worldwide acceptance at over 25 million merchant locations. All transactions made with the hotpoints Premium American Express Card will be transactions applied to your main credit card account. If you cancel your hotpoints membership, any hotpoints Premium American Express Cards linked to your main credit card account will be blocked from any further usage and cancelled. Westpac Credit Card Conditions of Use apply.

## Earning hotpoints

- You can earn hotpoints every time your Westpac credit card is used to make a purchase on your account, providing your account is enrolled in hotpoints.
- Hotpoints earned on any day are issued within the next 2 business days.
- The combined amount of your purchases each day will be rounded up to the next whole dollar amount, and the number of hotpoints earned for that day will be determined on the basis of this rounded amount.
- Your hotpoints balance will be shown on your current credit card statement, which will be sent to you on a monthly basis. Your statement will be sent to you at your last known address. You may obtain details of your accumulated hotpoints by logging in to Westpac Online Banking or by phoning **0808 888 788** between 8.30am and 5pm Monday to Friday and pressing 2 for hotpoints.
- If you are a Titanium MasterCard® and/or a hotpoints Premium American Express Card cardholder you cannot redeem your hotpoints for Concierge or Home Assist Services
- You may gift your hotpoints to any other hotpoints member (a minimum amount of hotpoints is required. For full details please call us or visit [www.hotpoints.co.nz](http://www.hotpoints.co.nz)). When you become a hotpoints member, you authorise any other participant to disclose to us such information as may be required to transfer to you any hotpoints that another member may wish to give you.
- Hotpoints earned by you are valid for three years from the date of issue.
- You cannot earn hotpoints for the following:
  - cash withdrawals from your credit card account,
  - charges,
  - cash substitutes such as gambling chips,
  - interest charges,
  - transactions that Westpac believes, at its sole discretion, are related to business expenditure (excluding transactions made on a BusinessPLUS Gold MasterCard or a Business Limited Edition Gold MasterCard),
  - balances transferred from another credit card or account,
  - transactions on any nominated account(s) linked to your credit card.
- Westpac is unable to provide hotpoints for transactions by means other than a credit card, as a result of the failure of any machine or system, or strike beyond the control of the bank.
- If you return a purchase, the hotpoints earned for the original purchase, including any bonus hotpoints, will be reversed.
- The value and rewarding of hotpoints will be determined by Westpac at its absolute discretion.

## **Redeeming your hotpoints for rewards or reward vouchers**

- You may redeem your hotpoints for rewards or reward vouchers. There is a minimum number of hotpoints you must earn before you are eligible to claim any reward or reward voucher.
- Only principal or joint cardholders may redeem hotpoints. Other parties may redeem hotpoints only with the express written permission of the principal or joint cardholder.
- To obtain hotpoints rewards or reward vouchers, your credit card account must not be in arrears, suspension or default.
- All rewards and reward vouchers are subject to availability and may be withdrawn or substituted at any time.
- Once a reward, or reward voucher has been issued, it cannot be returned and exchanged. However, a defective or damaged reward may be replaced or exchanged for another reward of equal value.
- Reward vouchers are issued subject to any conditions that may be imposed by a redemption outlet. Any applicable conditions will be shown on the voucher. Vouchers are like cash – they cannot be replaced if lost, damaged or stolen.
- The number of hotpoints required to obtain any reward or reward voucher may be varied at any time by Westpac without prior notice.
- We will not be responsible for the quality or suitability of any goods or services provided by any redemption outlet through the redemption of any reward voucher. Any complaints you have with the redemption outlet must be resolved by you.
- Westpac will deduct the appropriate number of hotpoints from your hotpoints balance when you request a reward or reward voucher.
- Reward vouchers will be forwarded to your last known address within ten working days, and merchandise will be forwarded within 21 working days. Merchandise rewards will only be delivered to addresses within New Zealand.
- If you do not receive a reward or reward voucher you have requested, you must notify us within three months for a replacement to be issued.
- Hotpoints earned by you are valid for three years from the date of issue. This means that if you want to redeem your hotpoints for a reward or reward voucher, you must do so within three years of the date of their issue. If either you or we cancel either your card or your hotpoints membership, any hotpoints Premium American Express Cards linked to your main credit card account will be blocked from further use and cancelled, and any unused hotpoints will be valid for 10

business days from the date of cancellation, after which date any unused hotpoints become void. Remember that there is a minimum number of hotpoints you must earn before you are eligible to claim any reward or reward voucher. If, at the time of cancellation, you do not have enough hotpoints to claim any reward or reward voucher, you may gift your hotpoints to another member or to charity. If you choose not to use any remaining hotpoints in this way, you agree to relinquish the hotpoints and they will expire 10 business days from the date of cancellation.

- You cannot sell or convert your hotpoints into cash. They can only be gifted to another hotpoints member or redeemed for rewards or reward vouchers.

If a redemption outlet will not accept a valid reward voucher, please call us on **0800 888 788**.

### **Transferring hotpoints into an Air New Zealand Airpoints Dollars account**

- There is a minimum number of hotpoints required to redeem for Air New Zealand Airpoints Dollars™ which Westpac may vary without prior notice. For full details please call us or visit **[www.hotpoints.co.nz](http://www.hotpoints.co.nz)**
- A \$10 charge applies for each transfer of hotpoints into any Airpoints Dollars account.
- As soon as you have redeemed hotpoints for Airpoints Dollars, they become the property of Air New Zealand and are bound by the terms and conditions that apply to Air New Zealand Airpoints Dollars.

If you have closed your credit card and hotpoints accounts you will not be able to redeem any remaining hotpoints for Air New Zealand Airpoints Dollars.

### **Converting hotpoints into KiwiSaver contributions**

- You can only convert hotpoints and apply those as a contribution to a Westpac KiwiSaver account. You can not apply hotpoints to any other KiwiSaver Scheme.
- Hotpoints applied as a contribution to a Westpac KiwiSaver account will be invested in accordance with the investment election that applies to the applicable Westpac KiwiSaver account. There is a minimum amount of hotpoints required before you are able to convert them into a Westpac KiwiSaver account which Westpac may vary without prior notice. For full details please call us or visit **[www.hotpoints.co.nz](http://www.hotpoints.co.nz)**
- You can convert your hotpoints and apply those as a contribution to another person's Westpac KiwiSaver account. Please note that those contributing to another person's Westpac KiwiSaver account may face certain tax issues, including fringe benefit tax and/or gift duty. Any such tax

issues are solely the contributor's responsibility and we recommend you consult your tax advisor before making any contribution to another person's Westpac KiwiSaver account. Westpac makes no representation about a contributor's tax liability as a result of them converting, and applying as a contribution, any hotpoints to another person's Westpac KiwiSaver account through this programme.

- Once hotpoints have been converted, the conversion cannot be reversed.
- Contributions to the Westpac KiwiSaver Scheme are subject to the terms of the Scheme.
- Your hotpoints balance will reflect your conversion on the day you request the conversion.
- Where you request hotpoints to be converted and applied as a contribution to a Westpac KiwiSaver account that contribution will be made within 7 days.
- The Westpac KiwiSaver Scheme is governed by a trust deed dated 4 April 2007 (as amended) and is issued by The New Zealand Guardian Trust Limited and managed by BT Funds Management (NZ) Limited. Further details on the scheme are set out in the Investment Statement available online at **[www.westpac.co.nz/kiwisaver](http://www.westpac.co.nz/kiwisaver)** or you can request a copy by calling 0508 WPAC KIWI (0508 972 254).
- Westpac hotpoints conditions of use apply.
- Westpac reserves the right to vary these terms and conditions. Any changes to these terms and conditions will take effect at least 14 days after the date of notice.

### **Points + Pay**

Points + Pay allows you to obtain rewards quicker by using a combination of hotpoints and paying on your Westpac credit card, or alternatively by using just your Westpac credit card to pay for the reward in full.

- When you use your Westpac credit card to pay for all or part of a selected reward, you'll also earn hotpoints at your standard earn rate for every dollar spent.
- Only Westpac credit cards that are eligible for hotpoints membership can be used for the pay portion.
- If you use a Westpac credit card that is not enrolled in hotpoints, you will not earn hotpoints on the pay portion.
- Points + Pay option is available only on selected voucher and merchandise rewards.
- Selected items will also earn additional bonus hotpoints on the pay portion from time to time.
- Points + Pay is available for online redemptions only at **[www.hotpoints.co.nz](http://www.hotpoints.co.nz)** once you have logged in via Westpac Online Banking.

- Once a reward or reward voucher has been issued, it cannot be returned and exchanged because you have changed your mind. However, a defective or damaged reward may be replaced or exchanged for another reward of equal value
- If you return a damaged or defective item you redeemed through Points + Pay, and it is unable to be replaced or exchanged for another reward of equal value, the hotpoints earned for the original pay portion, including any bonus hotpoints, will be reversed. Any payment amount on your credit card will also be reversed.

Credit card Conditions of Use apply. Hotpoints Conditions of Use apply.

### **Joint cardholders**

If you and a joint cardholder each hold a card on the same account, you are both bound by these terms and conditions. We will accept instructions relating to your hotpoints from either joint cardholder. Either of you may cancel the hotpoints membership.

### **Additional cards**

Any additional cards on your account will be automatically enrolled in hotpoints on acceptance of your enrolment application. Additional cards on your account earn hotpoints, but additional cardholders cannot redeem hotpoints for rewards or reward vouchers. Additional cardholders will also be issued with a hotpoints Premium American Express Card when the primary cardholder on the account joins hotpoints.

### **SideCard**

Any SideCards on your account will be automatically enrolled in hotpoints on acceptance of your enrolment application. SideCards on your account earn hotpoints, but SideCard holders cannot redeem hotpoints for rewards or reward vouchers. SideCard holders will not be issued with a hotpoints Premium American Express Card.

### **Charges**

Your annual hotpoints membership charge will be automatically charged to your account at the same time as your annual card charge appears. Charges are subject to change. Please note hotpoints membership is automatically included in the annual fee for BusinessPLUS Gold MasterCard®.

### **Cancellation**

You may cancel your hotpoints membership at any time by notifying us by telephone or mail. If your card is cancelled, your hotpoints membership will be automatically cancelled. Unless you have acted fraudulently, hotpoints earned by you can be

exchanged within ten business days of cancellation, after which date any unused hotpoints will become void. Remember that there is a minimum number of hotpoints you must earn before you are eligible to claim any reward or reward voucher. If, at the time of cancellation, you do not have enough hotpoints to claim any reward or reward voucher, you may gift your hotpoints to another member or to charity. If you choose not to use any remaining hotpoints in this way, you agree to relinquish them and they will expire 10 business days from the date of cancellation. You cannot redeem your remaining hotpoints for Air New Zealand Airpoints Dollars once your hotpoints and credit card account are cancelled. When you cancel your hotpoints membership, the hotpoints Premium American Express Card that is linked to your main credit card account and any other hotpoints Premium American Express Cards on the account will be blocked from any further usage and cancelled. You can only have an active hotpoints Premium American Express Card if you are enrolled in hotpoints. This card cannot be issued separately from a main MasterCard® or Visa credit card account and is not available to accounts that are not enrolled in hotpoints. If you fail to comply with these terms and conditions and/or our credit card conditions of use, operate your credit card fraudulently, or otherwise abuse the accumulation or redemption of points within the programme, we may cancel or freeze your hotpoints membership at any time without prior notice. If this occurs you will not be eligible to redeem any hotpoints previously earned on your account while your account is frozen or after it is cancelled.

## **Disputes**

If you dispute any matter relating to earning or redeeming hotpoints (including your hotpoints balance) please notify us in writing within three months of the date of your credit card statement to which the dispute relates. Please give us full details of your dispute and attach (where appropriate) any supporting documentation. 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. Where it is established that an error did occur (regardless of whether it was to do with the original dispute) it will be corrected, and you will be advised of any appropriate adjustments which will be made to your hotpoints balance. If you dispute the quality or suitability of any goods or services provided by any redemption outlet through the redemption of any reward voucher, you must resolve your complaint directly with the redemption outlet.

## Variation of hotpoints terms & conditions

We reserve the right to vary these terms and conditions. Any changes to these terms and conditions 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).

## Termination of hotpoints

Westpac may discontinue hotpoints at any time without prior notice. If this happens you will have three months in which to redeem any unused hotpoints. If hotpoints is terminated, any unused hotpoints will not be exchanged for cash.

## Definitions

**account** – means your Westpac credit card account.

**bonus outlet** – means an organisation where, subject to any applicable conditions, additional hotpoints may be earned through the use of your card. Bonus outlets may be named from time to time in hotpoints communications.

**card** – means an eligible Westpac MasterCard® or Visa or the applicable Westpac hotpoints Premium American Express Card, or any other credit card notified by us from time to time and includes, unless the context states otherwise, any joint/additional card(s) (and in the case of Titanium MasterCard, SideCards) issued on an eligible credit card account.

**cardholder** – means the person we issue with a Westpac MasterCard or Visa or the Westpac hotpoints Premium American Express Card, if any. This includes, unless the context states otherwise, joint cardholders, additional cardholders (and in the case of Titanium MasterCard, SideCards) and the principal cardholder.

**credit card conditions of use** – means the conditions of use, as amended from time to time, applying to the use of your Westpac credit card.

**hotpoints** – means, depending on the context:

- the scheme owned and operated by Westpac through which participants are rewarded for the use of their credit card(s) in accordance with these terms and conditions, or
- points accrued by a hotpoints member through the use of a credit card in accordance with these terms and conditions.

**hotpoints Premium American Express Card** – means the Westpac hotpoints Premium American Express Card issued by Westpac to you, that operates on the American Express network and is linked to your existing credit card account and is used to make transactions on that account. It does not have its own credit limit or statement and cannot be issued separately from a Westpac MasterCard or Visa account.

**nominated account** – means a Westpac cheque or savings account which is linked to your card and from which EFT transactions may be made using your card.

**redemption outlet** – means an organisation named in any hotpoints communication where, subject to any applicable conditions, reward vouchers may be redeemed for goods or services.

**reward** – means reward items as advised from time to time in hotpoints communications, which are obtained by redeeming hotpoints.

**reward vouchers** – means the vouchers which are obtained by redeeming hotpoints. These vouchers may be exchanged for full or part payment of purchases made at redemption outlets. Each reward voucher can be used only at the redemption outlet specified on the reward voucher.

**SideCard** – means the MasterCard® SideCard™ issued to you. A SideCard will be issued to primary Titanium cardholders unless you elect not to have one. The main purpose of the SideCard is to decrease risk when making transactions on the Internet. The SideCard will have a sub credit limit set by the primary cardholder, less than or equal to the account limit.

**travel provider** – means any travel service provider named on the hotpoints website or any hotpoints communication.

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

**you or your** – means the participant in hotpoints. This includes unless the context states otherwise, joint cardholders, additional cardholders, Side cardholders and the principal cardholder.

*Airpoints Dollars™ is a registered trademark of Air New Zealand Limited.  
hotpoints® is a registered trademark of Westpac Banking Corporation.*

## **Concierge and Home Assist terms & conditions**

As a Westpac Titanium MasterCard and Westpac hotpoints Premium American Express Card cardholder You are entitled to the Westpac Concierge and Home Assist service, subject to the terms and conditions below.

AXA Assistance Australia Pty Ltd (“AXA”) has been engaged by Westpac to provide this service on request by Westpac Titanium MasterCard and Westpac hotpoints Premium American Express Card cardholders. To use this service call 24 hours a day on **0800 888 788** or **+64-9-914 6915** collect.

### **Eligibility**

All cardholders on the credit card account are eligible for the Concierge and Home Assist service.

### **Concierge Description of Services**

#### ***Personal Assistance Services***

Service items include:

- Sourcing of Gifts for birthdays, anniversaries, Valentine’s Day etc.
- Delivery of Flowers
- Delivery of fine foods, wines, spirits, birthday cakes etc
- Hard to find items – collectable or luxury items
- SMS, Email reminders for important personal or business occasions
- Adventure Travel Information
- Recreational Sporting Activities - golf course referrals and tee times
- Health and Fitness
- Relaxation and getaway retreats, Day Spas
- Leisure tours, boat and fishing charters, Resort/ Luxury housing rentals
- Pet facilities
- Research on electronic devices for the home or office
- Arrangement for flowers and chocolates to a hotel room or house
- Last minute Babysitter arrangements
- Charter of yachts, aircraft etc
- Travel enquiries and ticket purchases (airlines, rail etc)
- Fitness Referral – location, address, telephone number, membership fees and range of equipment of Health and Fitness Clubs
- Assistance with transportation arrangements e.g. bookings for taxis, limousines, rental cars etc.

## **Travel and Accommodation Services**

Service items include:

- Car hire reservation services
- Air travel reservations and information service
- Hotel reservations information service
- Referrals to conference and business services
- Pre-trip information about travel destinations
- Emergency Interpretation and Translation
- Equipment Rental - (laptop, cellular phone, digital projector etc)
- Cultural information - Protocol and Etiquette
- Administrative Support referrals
- Meeting and event planning
- Legal assistance referrals
- Global security updates
- IT helpdesk services.

## **Emergency Travel Assistance Services**

Emergency services include:

- Assistance in arranging emergency card replacement and reporting lost/stolen cards
- Assistance in the management of lost/stolen travellers cheques
- Lost/Stolen document replacement
- Lost luggage
- Location and/or forwarding of lost or forgotten items, including important medication
- Source and referral to legal professionals in the event of an emergency whilst overseas
- Source information and referral to Security and Health advice
- Financial Assistance – Arrange to wire or deliver cash for emergency expenses
- Emergency travel reservations and re-bookings when traveling overseas
- Emergency interpretation service to assist with arrangement of important things on the cardholder's trip
- Message relay to family or business associates back in New Zealand to advise of delays, incidences or safe arrival
- Pre-trip Information – Passport and Visa requirements; Health Hazards advisory; Inoculation requirements; Currency Exchange; Weather information; New Zealand Embassy Information
- Medical advice (overseas only) and emergency medical referral – speak immediately to an experienced medical professional who can provide guidance, reassurance and a referral if necessary to an overseas doctor.

### **Entertainment and Event Ticketing**

- Sourcing, purchasing and delivery of tickets for theatre shows, concerts and sporting events
- Sourcing and arranging hospitality packages
- Providing details of events and shows in cities worldwide
- Restaurant recommendations and reservations
- Sourcing and arranging Hotel/Resort accommodation
- Entertainment information and arrangement e.g. birthday party arrangements.

### **Limitation of Concierge Services**

The purpose of the Westpac Concierge service is to provide assistance and support for Westpac Titanium MasterCard and Westpac hotpoints Premium American Express Card cardholder's travel, entertainment and business needs. The Concierge services staff will refuse any cardholder's request which:

- is in contravention of local laws of the country in which a service is being requested;
- relates to child prostitution or child pornography;
- it feels may demonstrate any fraud, forgery or false evidence on the part of the cardholder. Any such suspicion shall automatically end obligations to provide the cardholder with Assistance services on that particular occasion;
- is too vague or general in nature; or does not clearly provide some recreational benefit to the cardholder.

The Westpac Concierge service provided to You is provided in accordance with New Zealand laws. However please note that any items such as airline tickets or theatre tickets themselves may be subject to their own terms and conditions and may be subject to the laws of the country in which they are purchased.

You must use Your own skill and judgment when deciding to instruct AXA to confirm any arrangements AXA proposes or passes to You under the Concierge service. You should first consider the specific service providers' terms and conditions relating to those arrangements. Any complaints or disputes that arise in relation to those terms and conditions You accept are between You and the specific service provider.

### **Home Assistance – Description of Services**

Westpac Home Assist is a service that enables Westpac Titanium MasterCard and Westpac hotpoints Premium American Express Card cardholders to contact AXA to obtain referrals to the Contractor types listed below. You can contact Westpac Home Assist 24 hours a day on **0800 888 788** or collect on **+64-9-914 6915**. You will need to provide Your credit card details as proof of eligibility for service. On contacting AXA, AXA will ask You what the nature of the work You require done is, and provide You with a list of potential Contractors for You to choose a Contractor from.

AXA Assistance can provide referrals to the following types of Contractors:

- Registered electrician – AXA Assistance will assist in arranging a registered electrician to repair the defect of the electrical system in Your residence i.e. main switch or electrical fault or if possible an electrical appliance
- Plumber – AXA Assistance will assist in securing a plumber in the event of clogging water supply or a water pipe bursting in Your residence. If possible, an estimate price will be obtained from the Plumber for Your information. AXA will also assist You in arranging for the house call
- Gasfitter – AXA Assistance will assist in arranging a gasfitter in the event of a gas leak Your residence, and if possible, their costs
- Air-conditioner Repair – AXA Assistance will assist in arranging an engineer to repair the defect of the air-conditioner in Your residence
- Window Repair – In event of glass doors/windows/walls are damaged at Your residence, the supplier will provide referral information regarding glaziers and if possible their costs. AXA Assistance will assist You in arranging for a house call
- Locksmith Assistance – If You are locked out of Your residence by reason of being locked outside accidentally AXA Assistance will arrange for a locksmith to gain access to Your residence
- Pest Control – AXA Assistance can arrange for a company specialised in Pest Control to deal with pest problems in Your residence
- Cleaning - AXA Assistance can arrange for a company specialised in domestic cleaning to clean Your residence
- Gardening/Lawn mowing – AXA Assistance can arrange for a company specialised in garden maintenance to maintain Your garden
- Landscape Gardening – AXA Assistance will provide You with referral information to specialised landscapers
- Nannies – AXA Assistance will provide You with referral information and where possible cost to employ a nanny
- Painters – AXA Assistance will provide You with referral information to companies that specialise in painting of Your residence
- Builders – AXA Assistance will provide You with referral of building companies that specialise in building/renovating Your residence
- Rubbish Removal – AXA Assistance will provide You with referral company and where possible cost to remove rubbish from Your residence
- Carpet Cleaning – AXA Assistance will provide You with a

referral company and where possible cost to clean carpets at Your residence

- Window Cleaning – AXA Assistance will provide You with referral company and where possible cost to clean windows at Your residence

### **Terms and conditions of Home Assist Service**

You must pay the Contractor directly for any costs associated with the repairs and call-out charges to The Property. If You require a Contractor urgently, please advise AXA when You call. AXA shall make all reasonable efforts to arrange the coordination of the Contractor You choose to visit The Property within two hours of the call by You. If the Contractor is unable to visit The Property within two hours, AXA will ensure that You are advised of this. You will also be advised of the expected time of the visit to The Property.

The Home Assist service is provided in accordance with New Zealand law. While AXA takes all reasonable care to make referrals only to reputable Contractors, You must rely on Your own skill and judgement when deciding to use a particular Contractor.

Any complaints or disputes that arise from the work performed by a Contractor at The Property are between You and the Contractor. Westpac and AXA have no involvement in those complaints or disputes. AXA conducts regular phone surveys to monitor satisfaction with the referral service and to assist AXA to constantly improve the quality of the services. With Your approval, one of AXA's service representatives will call You within 48 hours of the dispatch to The Property of a Contractor to collect Your feedback on the service received and the repairs conducted.

### **Additional Services for Westpac hotspots Premium American Express Card cardholders**

If You hold a Westpac hotspots Premium American Express Card You are also entitled to the following additional services provided by the Concierge service, and are subject to the terms and conditions below. You will need to provide Your Westpac hotspots Premium American Express Card details as proof of eligibility for these services.

#### **24-hour Medical Advice Line**

- The Concierge service can transfer You to a qualified nurse or doctor for information, support or guidance on a broad range of medical and health concerns. Enquiries are dealt with using absolute discretion and confidentiality. Each call is followed up at a mutually convenient time to check on Your recovery or to see if You need any further advice. Doctor's appointments can also be arranged

- This service is not a replacement for visiting a medical practitioner; it operates as a general advice line only. This is not an emergency service.
- You must rely on Your own judgment when deciding to follow any advice provided by a nurse or doctor You are transferred to. Neither the Supplier nor Westpac will have any liability for any reliance You place on that advice.

### **Legal Assistance**

- A call to the Concierge team can provide You with the name, address and telephone number of two local lawyers for any legal assistance You may require. Although the final selection of a lawyer shall be Your responsibility, AXA Assistance guarantees that any lawyer that is referred to You shall be admitted to practice in accordance with the laws of the relevant jurisdiction
- AXA Assistance shall advance emergency funds to You to pay for fees and costs associated with such representation up to US\$10,000. This amount will be billed to Your credit card within 30 days from the date of advance of the legal fees.

All the above services are purely on referral or arrangement basis only. You must rely on Your own judgment when deciding to use or rely on any services of any person or business to whom You are referred. All the cost incurred in using the services will be at Your own expense, and You will be advised of this.

## Definitions

Unless a contrary meaning applies, the following definitions apply to Home Assist:

**You/Your** – means all cardholders on the Westpac credit card account.

**cardholder** – means the holder of a current and valid Westpac Titanium MasterCard which may have a Westpac hotpoints Premium American Express Card linked to the same card account. This includes, unless the text states otherwise, any joint/additional card/SideCards issued on an eligible credit card account.

**AXA** – means AXA Assistance Australia Pty Ltd ABN **22 086 648 464** (AXA).

**Contractor** – means the contractor, technician or professional who You chose from the list of contractors, technicians, or professionals that AXA provides to You to undertake work for You.

**The Property or residence** – means Your place of residence (comprised of Your garden, private dwelling, garage and any other buildings used for domestic purposes and surrounding property, but excluding mobile homes, caravans, properties in multiple occupation and commercial premises).

**Westpac hotpoints Premium American Express Card** – means the American Express Card issued by Westpac to you, if you are a member of hotpoints, which operates on the American Express network and is linked to your existing credit card account, and is issued to make transactions on that account. It does not have its own credit limit or statement. Access to ATMs including cash advances is not available on the Westpac hotpoints Premium American Express Card.





American Express® is a registered  
trademark of American Express Company.  
MasterCard is a registered trademark of  
MasterCard International Incorporated.

Westpac New Zealand Limited

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