

W O R L D

The *World Mastercard*® Account

# Conditions of Use

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These are the Conditions of Use for your Westpac *World Mastercard* account. Please read this document carefully and keep it in a safe place.

As at 15 June 2017.



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### Full name and address of creditor:

Westpac New Zealand Limited  
Westpac on Takutai Square  
53 Galway Street  
Private Bag 92503  
Wellesley Street, Auckland

# Westpac World Mastercard® Account Conditions of Use

As soon as you sign or use your Westpac *World Mastercard* or use any other payment instrument to access your Westpac *World Mastercard* account you are deemed to have agreed to the conditions of use in this document. The Westpac Transaction and Service Fees brochure also applies.

## Under our Conditions of Use you:

- ➔ agree to keep your card, any other payment instrument and any Personal Identification Number (PIN) secure
- ➔ agree that your card and any Westpac PayTag® issued to you is the property of Westpac
- ➔ will sign your card as soon as you receive it.

If you have any enquiries about your Westpac *World Mastercard* account, you can call us anytime on **0800 774 577**.

If you need to write to us, our address is:  
Westpac, Private Bag 92503,  
Wellesley Street, Auckland.

Westpac can also accept electronic communications. Find out more information by following the *Contact Us* link on our website, [westpac.co.nz](http://westpac.co.nz).

You are responsible for promptly informing us of any change of your personal details (including your name, address, telephone, mobile or facsimile numbers and email address). Failure to notify us of your change of address may impact your rights under these conditions of use.

## **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.

## **Ownership of your card and other device(s)**

Your card, card number and any applications or devices provided to you by Westpac to access your account are the property of Westpac. You must not copy or reproduce them and if Westpac tells you to return or destroy them then you must do so.

## **Selecting your PIN**

When you are issued with your card, you will need to visit a Westpac branch with suitable ID (e.g. passport or New Zealand driver licence) in order to select a PIN. You will also need to select a PIN if you wish to use any other payment instrument to access your account where a PIN is required and PIN functionality is available for that payment instrument. Your PIN enables you to use your card in electronic funds devices such as ATMs and EFTPOS terminals.

When you select your PIN, you should choose a number that you will be able to remember easily as you will need to 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, other payment instruments and equipment e.g. security alarms, lockers.

From time to time we may replace/reissue you with a card or other payment instrument pre-loaded with your existing PIN, which means you do not need to visit a Westpac branch to select a PIN unless you want to change it.

## **Protecting your PIN, card and other payment instrument(s)**

You must exercise every possible care to ensure the safety of your card and any other payment instrument that you may use to access your account. You must not allow others to use your card, card number, PIN or any other payment instrument. Always get your card or other payment instrument back after using it. You must make sure that your card and any other payment instrument is kept secure. Do not leave your card or other payment instrument 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 or any other payment instrument is lost or stolen it can be used by others to make unauthorised transactions, which may result in a loss to you.

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

- written down, especially not on the card or other payment instrument,
- kept in any form with the card or other payment instrument,

- disclosed to any other person, including any other 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.

Some transactions using your card or other payment instrument(s) may not require PIN or signature verification. This will depend on the payment instrument, the method of payment, the EFT terminal and the country concerned.

You must not send your card or any Westpac PayTag overseas or have any other person send your card or Westpac PayTag to you overseas. Please contact us to find out about sending these items overseas or receiving them while you are overseas.

## **Lost and stolen cards/payment instruments/PINs**

*You must notify us immediately if:*

- your card or any other payment instrument 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 774 577, or
- notify any Westpac branch during business hours.

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

*If you are outside New Zealand, please:*

- notify a bank which displays the Mastercard® acceptance mark; or
- notify us by calling +64-9-353 7788.

There may be a charge to your account if a replacement card or Westpac PayTag is required or if you wish to enable a new payment instrument to access your account.

## **Liabilities**

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

Once you have told us that your card or any other payment instrument 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 or that payment instrument (as the case may be) after that time, unless you have acted fraudulently or negligently.

You will be deemed to have acted fraudulently or negligently if:

- you have failed to reasonably safeguard your card or other payment instrument
- you have kept a written record of your PIN on or with your card or other payment instrument
- 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 or other payment instrument
- you have unreasonably delayed notifying us that your card or other payment instrument 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 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 or other payment instrument is lost/stolen and the time you notify us.

If your card or other payment instrument gives you access to an account with a credit facility (e.g. Choices home loan), failure to look after your card, other payment instrument 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 of 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 or other payment instrument or the card or other payment instrument of another cardholder on your account, and
- 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 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, and check the fine print relating to any transaction, before you provide your credit card details or complete the transaction. If you or another cardholder on your account initiates cycle payment transactions, i.e. if you agree with a 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 further authorisation. 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 or unauthorised, you can dispute it, provided you notify us in writing **within 30 days** of the statement period closing date. Please see the Transaction disputes section below for further details on notification.

In some situations, if you do not receive the goods or services you have ordered with your card, another payment instrument 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.

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, account number and the last four digits of your 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 may 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 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 the applicable 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 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 amounts deducted from your account as a direct result of 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 any fault has been advised by notice or display) 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. Subject to the specific terms and conditions of a payment instrument, we will not be liable for direct or indirect loss or damage that results from:

- using, or attempting to use, a payment instrument otherwise than in accordance with the terms and conditions that apply to the use of that payment instrument, or
- inserting a payment instrument (other than a card) in an ATM machine.

## **Unforeseen Hardship**

If you are in financial difficulty (for example, because of illness, injury, or loss of employment), it is important that you do not ignore the problem. Contact us as soon as possible if you are having problems meeting your repayments or think that you may experience difficulty doing so in the near future. Depending on your circumstances you may be able to make a hardship application.

There are limits on when and how often you can make a hardship application. You can find out more information and obtain a Financial Hardship Application form:

- in person at a branch (a branch locator tool can be found online at [westpac.co.nz/redpages](http://westpac.co.nz/redpages));
- by phone (on 0800 402 602 between 8:00am-5:30pm, Monday-Friday); or
- online (at [westpac.co.nz](http://westpac.co.nz)).

## **Transaction requirements**

- A payment effected using your card or other payment instrument constitutes an irrevocable order to Westpac and you cannot stop payment of a transaction once requested. 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.

- Any transactions which may be processed before you sign or use your card or use any other payment instrument to access your account, including balance transfers, will be subject to these conditions of use.
- Westpac will advise you of your approved credit limit in writing.
- Westpac may decrease your credit limit from time to time. Examples of when your credit limit may change include if:
  - your financial position has changed, or is anticipated to change;
  - you do not pay an amount when it is due;
  - we are required to do so in order to comply with a court order or other legal or regulatory obligation;
  - we believe that use of the card or card account may cause loss to you or Westpac; or
  - you have operated your card fraudulently or negligently.

Your credit limit will also be shown on your monthly statements and in your Westpac Online Banking.

- You must ensure that your 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.
- Westpac may impose such restrictions as it reasonably thinks fit for the efficient processing of transactions and in order to reduce your and Westpac's exposure to theft or fraud. These restrictions may include maximum daily transaction limits for EFT Transactions made with your card or any payment instrument(s), details of which are available at [westpac.co.nz](http://westpac.co.nz).

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 account. Note also that:

- 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 during the hours advised by us, provided that access is available. Access to an EFTPOS terminal is at the merchant's discretion.
- Westpac PayTag can only be used to make Contactless transactions. Any limits or restrictions that apply to Contactless transactions also apply to the use of Westpac PayTag. You must use a card for EFT transactions that are outside the limits and restrictions that apply to Contactless transactions.

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

## **Contactless transactions**

- If your card or other payment instrument has contactless technology you may use it to make Contactless transactions in New Zealand and overseas at a Contactless terminal. You will be able to find a Contactless terminal at any merchant or bank that displays your card symbol and the relevant contactless symbol.

- You may be required to enter your PIN or sign to use your card or your other payment instrument(s) for Contactless transactions over certain minimum transaction limits. For New Zealand, the minimum transaction limits can be found at **westpac.co.nz**. Different limits apply overseas and we have no control over these limits.

## **Acceptance and limitations**

Mastercard is accepted by banks and merchants displaying the Mastercard acceptance mark. However, we will not be held liable if any bank or merchant either refuses to accept the card or any other payment instrument, does not follow proper authorisation procedures, or does not allow the card or any other payment instrument to be used to purchase particular types of goods and services available from the bank or merchant.

The use of your card or any other payment instrument overseas may be subject to exchange controls or other government requirements and in these circumstances Westpac may delay, defer, stop, charge back or refuse to process a transaction. See the Anti-money laundering and sanctions section below for further information.

Mastercard processes, and converts into New Zealand dollars, cash advances (where applicable), purchases and/or charges made in foreign currencies at the rate(s) of exchange fixed by Mastercard. Mastercard converts transactions made in any 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, a copy of which is available at any Westpac branch or online at [westpac.co.nz](http://westpac.co.nz).

## **Damaged or faulty cards/Westpac PayTags**

In the event that your card or Westpac PayTag becomes damaged or faulty, we will issue you with a new card or Westpac PayTag when you return the damaged/faulty item 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 or Westpac PayTag 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 facility.

## **Joint and additional cardholders**

### **Joint cardholders**

- If you and a joint cardholder each hold a card or Westpac PayTag 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 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.
- A notice we send to one of you will count as notice to all of you.
- Either of you may cancel your cards and/or Westpac PayTags provided that you notify us in writing and return both of them to us, cut in half.
- Either of you may cancel one card or Westpac PayTag provided that you notify us in writing and return it 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 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.

### **Westpac PayTag**

When Westpac PayTag is available, at your request, we may issue to you a Westpac PayTag on your account in your name or to any person nominated by you, who is over the age of 16. Use of a Westpac PayTag does not require a PIN or the signature of the account holder or any nominated persons.

You are liable for any transactions carried out on your account using a Westpac PayTag by you or any person nominated by you.

Westpac PayTag can only be used for Contactless transactions. Any limits that apply to Contactless transactions will also apply to the use of Westpac PayTag. Westpac PayTag is subject to these conditions of use as well as the Westpac PayTag Terms and Conditions, which can be found online at [westpac.co.nz](http://westpac.co.nz).

## **Monthly Account Statements and Interest Charges**

### **Statements**

We will allocate you a monthly date for the issue of statements. We will provide you with a statement if, at that date:

- there are any amounts outstanding on your account; or
- any new transactions have been debited or credited to your account since the previous statement period.

If you are a Westpac Online Banking customer you consent to receive these statements electronically in respect of your online accounts, unless you elect through Westpac Online Banking to receive statements in paper form. We will give you at least 14 days notice when we cease to provide paper statements to you.

By so consenting you agree that we may make electronic statements available to you in Westpac Online Banking, either in a PDF form or by providing equivalent ongoing online information about your accounts and transactions.

If you are not a Westpac Online Banking customer or if you elect to receive statements in paper form, you will be sent statements by ordinary post (to your current address as advised by you to Westpac) or by facsimile.

We have no obligation to tell you when electronic statement or account information is available for your viewing.

Your statement will tell you your "closing balance", your "pay by date" and your "statement period".

## **When will you be charged interest?**

### **Purchases**

- If you pay your statement closing balance in full by the pay by date, you will not be charged interest on the purchases listed in that statement.
- Otherwise, you will be charged interest on the daily balance of each purchase in that statement, from the date of purchase until payment of that purchase is made in full.
- Purchases since that statement will be included in your next statement.

### **Cash Advances**

Unless we agree otherwise, you will be charged interest on the daily balance of each cash advance, from the date you withdraw the cash until you pay that amount in full.

### **Balances transferred from non-Westpac accounts**

Unless part of a promotion, you will be charged interest on the daily balance of the unpaid balances transferred from accounts at other institutions, from the date of transfer until paid in full.

### **Fees and charges**

- Cash advance fees: You will be charged interest on each cash advance fee, from the date you withdraw the cash for which the fee is charged until you pay that fee in full.
- Other fees and charges: If you pay your statement closing balance in full by your pay by date, you will not be charged interest on any other fees or charges included in that statement closing balance. Otherwise, you will be charged interest on the balance of such fees and charges from the date they are incurred until the date each is paid in full.

## **Unpaid interest**

Any unpaid interest on your account will itself bear interest on its daily balance from the date it is charged to your account until it is paid in full.

## **Balances transferred from other Westpac credit card accounts**

The interest terms set out above will apply to any unpaid balance you transfer to this account from another Westpac credit card account, in the same way as if the transactions included in the transferred balance had been made under this account. The details for the transferred transactions will be shown in the statements we provide you with relating to the credit card account from which the transfer was made. We will provide you with a separate statement showing transactions included in that balance which were made since the date of your last statement.

## **How is interest calculated?**

Interest will be calculated on your daily balance at the interest rate(s) applicable at that date.

## **When is interest debited?**

Interest which accrues on your account will be debited to your account at the end of the last day of your statement period.

## **Interest Rates**

Unless otherwise specified in a promotion:

- The interest rate for purchases and charges will apply to all purchases and charges (other than cash advance fees), balances transferred from another institution, and interest accrued thereon, including purchases and charges (other than cash advance fees) transferred from another Westpac credit card account 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 account), and interest accrued thereon.
- From time to time we may offer promotional interest rates for certain purchases for specified period(s). Standard interest rates will apply to the unpaid (outstanding) balance of any such purchases when the term of the promotional interest rate expires.

The current interest rates are shown in the welcome letter we send you, on your statements and are available at [westpac.co.nz](http://westpac.co.nz). Interest rates are subject to change from time to time.

## **Payments**

Information regarding methods of making payment is outlined at [westpac.co.nz](http://westpac.co.nz).

Once a payment is made to your account, this will reduce the daily balance on which interest is charged.

Credits to your account such as retail credits or refunds are not regarded as payments, so cannot be deducted from your required payment amount. However, these will reduce the daily balance on which interest is calculated.

### **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 or any previous statements, or charged since your current statement.
2. All interest, shown on the current statement or any previous statement.
3. Any balances transferred from accounts at other institutions shown on the current statement or any previous statement. Should your account contain multiple balance transfers, the balance transfer with the lowest interest rate will be paid off first.
4. All cash advances shown on the current statement, or any previous statement.
5. All purchases shown on the current statement, or any previous statement.
6. All balance transfers from accounts at other institutions made since the current statement.
7. All cash advances made since the current statement.
8. All purchases made since the current statement.

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

A payment to your account is considered to be made on the day that the payment is actually credited to your account. Depending on the payment method used, payments will normally be credited to your account the day they are processed. However, if there are delays in crediting a payment to your account the payment will be back-dated to the date it was processed for the purpose of calculating interest. There is a clearing period of three business days (not including the date of processing) for cheque payments to your account. During this clearing period, you will not be able to access these funds.

### **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. The minimum payment is the amount defined in our Transaction and Fees brochure, rounded to full dollars, plus:

- any amount shown as overdue, plus
- any amount required to reduce the balance below the credit limit, or
- any other amounts as agreed upon from time to time between you and Westpac.

If you do not pay the minimum payment in full when due, you may incur additional charges and you may not be able to use your card or other payment instrument. Any overdue amount is payable immediately. You are obliged to pay the minimum payment each month even if you do not receive a statement or access a statement in your Westpac Online Banking. Payment and account details may be obtained from any of our branches, by visiting online banking or by calling us on **0800 774 577**.

## 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 credit card account has been cancelled to pay off the balance owing on that 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, and
- 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 for maintaining your account. This charge will be debited annually or half-yearly in advance.
- joint/additional card charges if you operate a joint/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 any statement period.
- a replacement card or Westpac PayTag charge (if your card or Westpac PayTag is lost, stolen or damaged or becomes faulty).
- foreign currency conversion fees, if you make a purchase or cash withdrawal (which may include any fees or charges debited by a third party) in a foreign currency.
- if you require a card or Westpac PayTag 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/Westpac PayTags 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/or Westpac PayTags, 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 at a Westpac branch, online at [westpac.co.nz](http://westpac.co.nz) or call us on **0800 774 577**.

### **Anti-money laundering and sanctions**

You agree to provide all information to Westpac that Westpac requires in order to manage its anti-money-laundering and countering terrorism financing obligations, to manage its economic and trade sanctions risks and to comply with any laws, rules or regulations in New Zealand or any other country. You agree that Westpac may refuse to establish a business relationship with you, may be required to delay, defer, stop, charge back or refuse to process any transaction, or may terminate its business relationship with you at any time and without notice, if you fail to provide this information to Westpac in the manner and timeframe specified by Westpac.

You agree that Westpac may delay, defer, stop, charge back or refuse to process any transaction without incurring any liability if Westpac knows or suspects that:

- the transaction will or may breach any laws or regulations in New Zealand or any other country; or
- the transaction involves any person (natural, corporate or governmental) that is itself sanctioned, or is connected, directly or indirectly, to any person (natural, corporate or governmental) that is sanctioned, under economic and trade sanctions imposed by any country.

Unless you have disclosed in writing to Westpac that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting solely on your own behalf in connection with the account.

For each transaction conducted using your account, you represent and warrant to Westpac that, to the best of your knowledge, information and belief at the time the transaction takes place, the transaction will not breach any laws or regulations in New Zealand or any other country relevant to the transaction.

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

In addition to these conditions of use, the use of your card or other payment instrument 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.

Any service benefit(s) that are associated with the use of your card or other payment instrument which are provided by a third party supplier

may be withdrawn by Westpac at any time in the event that the relevant third party supplier withdraws the service benefit(s) offered.

## **Cancellation**

You may cancel your card or a Westpac PayTag at any time by notifying us in writing, cutting it in half and returning it to any Westpac branch.

If you cancel within 15 days from the date these conditions of use are sent to you, any annual account fee or joint/additional cardholder fee charged to you will be reversed or refunded as appropriate. If you cancel all cards and Westpac PayTags on your account, you (and the joint cardholder where applicable) must immediately pay the outstanding balance of the 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 your Westpac PayTag at any time without prior notice. Examples of when Westpac may exercise these rights include if:

- your financial position has changed or is anticipated to change;
- you do not pay an amount when it is due;
- we are required to do so in order to comply with a court order or other legal or regulatory obligation;
- we believe that use of the card or card account may cause loss to you or to Westpac; or
- you have operated your card fraudulently or negligently.

If you are notified that your card or Westpac PayTag has been cancelled, you are required to cut it in half, return it to any Westpac branch and immediately pay the outstanding balance of the account and any reasonable costs incurred by us in collecting payment. If this happens you must not use any payment instrument to access your account. 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 card and/or Westpac PayTag will be proof of notification.

## **What to do if you have a complaint**

Your satisfaction is our priority so if you have any concern or problem, whatsoever, let us know, and we'll do our best to resolve it right away. You can do this:

- in person at a branch (a branch locator tool can be found online at [westpac.co.nz/redpages](http://westpac.co.nz/redpages));
- by phone 7 days a week 7am – 11pm
  - toll free within New Zealand: 0800 400 600
  - from overseas: +64 9 912 8000 (international toll charges apply)
- online (at [westpac.co.nz/feedback](http://westpac.co.nz/feedback)).

Westpac is a member of the Banking Ombudsman Dispute Resolution Scheme. If you're still unhappy after we've reviewed your complaint, then you may want to refer the matter to the Banking Ombudsman.

You can contact the Banking Ombudsman:

Phone: 0800 805 950  
Email: help@bankomb.org.nz  
Address: Banking Ombudsman  
Freepost 218002  
PO Box 25327  
Featherston Street  
Wellington 6146

## Privacy

Westpac is committed to your privacy and has a Privacy Policy which explains how Westpac collects, stores, protects and uses your personal information. The Westpac Privacy Policy is available at any Westpac branch or online at westpac.co.nz.

## Variation of Conditions of Use

We reserve the right to vary these conditions of use at any time. Examples of when we may exercise this right include:

- if Westpac's or Westpac Group's legal or regulatory requirements change;
- to allow us to respond to market changes;
- to reflect improvements to the product and/or service; or
- to enable changes that are reasonably necessary for our other legitimate business purposes.

Notice of any such changes shall be given at least 14 days in advance in at least one of the following ways:

- by direct communication to you, for example by letter or electronic communication;
- by message in Westpac Online Banking;
- by displaying information in our branches;
- by notice on our website; or
- by notice 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.

## Exercise of Westpac's discretion

When we exercise discretion under these conditions of use we will do so in a reasonable and consistent way. We have provided some examples in this document of when we may exercise a discretion.

## Definitions – Credit Card Conditions of Use

**account** – means your Westpac *World Mastercard*<sup>®</sup> card account or any nominated account.

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

**card** – means the Westpac *World Mastercard* credit card issued to you or any other cardholder on your account and includes any additional or joint cards but excludes Westpac PayTag.

**cardholder** – means the person we issue with a Westpac *World Mastercard* card or Westpac PayTag. This includes, unless the context

states otherwise, joint cardholders, additional cardholders, the principal cardholder and any Westpac PayTag holders.

**cash advance** – means an advance of cash made from your *World Mastercard* account.

**Contactless terminal** – means an EFT terminal which can be used to make a Contactless transaction.

**Contactless transaction** – means a transaction made by holding a payment instrument with contactless technology close to the contactless reader on a Contactless terminal without having to insert or swipe it.

**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 or other payment instrument at an EFT terminal or by using your card number online.

**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 a Westpac bank account (e.g. transaction or savings account) which is linked to your payment instrument and from which EFT transactions may be made using a payment instrument. 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.

**payment instrument** – means any instrument or device (such as a card, mobile phone, computer or Westpac PayTag) that Westpac allows you to use to access your account.

**PIN** – means the Personal Identification Number which, when used in conjunction with a card or other PIN-enabled payment instrument in an EFT terminal, enables you to make EFT transactions.

**statement** – means the statement we provide you with 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.

**Westpac Group** – includes Westpac Banking Corporation ABN 33 007 457 141, Westpac New Zealand Limited and all related entities of Westpac Banking Corporation and/or Westpac New Zealand Limited.

**Westpac PayTag** – means, when available, the Westpac PayTag sticker issued to you by Westpac that enables you to conduct Contactless transactions.

**Westpac PayTag Terms and Conditions** – means the then current terms and conditions relating to the use of Westpac PayTag.

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

## **hotpoints® terms and conditions**

In relation to hotpoints, these terms and conditions also apply.

For general enquiries about hotpoints, including enquiries about these terms and conditions or how many hotpoints you have, please call Monday to Friday, 8.30am to 5pm on **0800 861 862**.

Both these terms and conditions and our Westpac *World Mastercard* account conditions of use apply to hotpoints with Westpac. In case of conflict, our Westpac *World Mastercard* account conditions of use will prevail.

### **Earning hotpoints**

You can earn hotpoints every time your Westpac *World Mastercard*® or any eligible payment instrument is used to make a purchase.

- hotpoints earned on any day are issued within the next two 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 account statement, which we will provide to you on a monthly basis. You may obtain details of your accumulated hotpoints by logging in to Westpac Online Banking or by phoning 0800 861 862 between 8.30am and 5pm Monday to Friday.
- As a *World Mastercard* cardholder you cannot redeem your hotpoints for Concierge or Home Assist Services.
- You may gift your hotpoints to any other hotpoints account holder (a minimum amount of hotpoints is required. For full details please call us or visit **hotpoints.co.nz/world**). You authorise any other hotpoints account holder to disclose to us such information as may be required to transfer to you any hotpoints that account holder 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 advances from your account,
  - charges,
  - interest charges,
  - cash substitutes such as gambling chips,
- transactions that Westpac believes, at its sole discretion, are related to business expenditure (excluding BusinessPLUS 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 or any other payment instrument, 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 dispatched to your last known address within seven working days, and merchandise will be dispatched within 15 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 or close your Westpac *World Mastercard*<sup>®</sup> account, all payment instrument(s) linked to your

Westpac *World Mastercard* account will be blocked from further use and cancelled, and any unredeemed hotpoints will expire 10 business days from the date your hotpoints credit card account is closed. If you switch from a hotpoints credit card to another Westpac credit card product, any unredeemed hotpoints will also expire 10 business days from the date you switched your hotpoints credit card account. During this 10 business day expiry period, you will not be able to redeem hotpoints for holiday credits or e-vouchers or redeem hotpoints online or using the Points + Pay mechanism. To redeem hotpoints points, call 0800 861 862. 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 closure of your hotpoints credit card account, you do not have enough hotpoints to claim any reward or reward voucher, you may gift your hotpoints to another hotpoints account holder 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 closure of your hotpoints credit card account.

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

If a redemption outlet will not accept a valid reward voucher, please call us on **0800 861 862**.

#### **hotpoints Holiday Credits**

- hotpoints can be redeemed for hotpoints Holiday Credits to cover qualifying travel purchases, up to three months from the date of purchase.
- There is a minimum number of hotpoints required to redeem for hotpoints Holiday Credits to cover qualifying travel purchases which Westpac may vary without prior notice. For full details please call us on **0800 861 862**, Monday to Friday between 8.30am and 5pm, or visit **hotpoints.co.nz/world**.
- hotpoints Holiday Credits can be used to pay for the following types of qualifying travel purchases:
  - Airline travel
  - Car rental
  - Cruise tickets
  - Long-haul Rail travel (must be non-commuter)
  - Long-haul Coach travel (must be non-commuter)
  - Purchases made at New Zealand and international travel agencies
  - Accommodation (including but not limited to, hotel accommodation, backpackers, self catered apartment and villas, holiday rentals)
  - Local and International travel purchases through online travel websites (including but not limited to, wotif, expedia, lastminute, Rent-a-bach.co.nz, TravelBug.co.nz)
  - Travel insurance purchased through Westpac and/or the underwriter of insurance on Westpac credit cards
  - Airport transfers

- Airport tax
- Sightseeing tours and overseas tourist attractions/theme parks
- Other travel related expenditure at Westpac's discretion.
- Qualifying travel purchases must be made with a Westpac *World Mastercard*® or any other payment instrument.
- hotpoints Holiday Credits can only be used to cover purchases that we can, at our discretion, identify as being qualifying travel purchases. We may ascertain this by looking at your card account. We may require additional proof of purchase in the form of an invoice or receipt or other document.
- Westpac may refuse any request for redemption if we are not satisfied that a qualifying travel purchase has been made.
- Once hotpoints have been converted to hotpoints Holiday Credits, the conversion cannot be reversed.
- Holiday Credits redemptions do not count towards your minimum payment requirements on your credit card account. You are still required to comply with the monthly minimum payment obligations as provided in the Credit Card Conditions of Use.

**Important:** Westpac *World Mastercard* Account Conditions of Use apply. You will remain responsible for all credit card payments as they fall due.

#### **hotpoints SpendBack™**

- hotpoints can be redeemed for hotpoints SpendBack™ to cover part or all of qualifying food and fuel purchases, and (from August 2017) credit card annual fee charges, that Westpac deems to fall within the categories of purchases listed below, up to three months from the date of the qualifying purchase.
- Qualifying purchases must be made with a Westpac hotpoints credit card or any other payment instrument linked to the hotpoints credit card account.
- There is a minimum number of hotpoints required to redeem for hotpoints SpendBack to cover qualifying purchases and Westpac may vary the list of qualifying purchases or the minimum number of hotpoints required to redeem for hotpoints SpendBack, without prior notice. For full details please call us on 0800 861 862, Monday to Friday between 8.30am and 5pm, or visit hotpoints.co.nz.
- hotpoints SpendBack can be used to pay for the following types of qualifying purchases:
  - Grocery stores and supermarkets
  - Specialty food and alcohol stores
  - Restaurants, cafes and bakeries
  - Fast food outlets
  - Bars, pubs and nightclubs
  - Food vending machines
  - Petrol and service stations and other fuel dealers
  - Annual credit card fee charges and joint or additional card fees (from August 2017)
  - Other expenditure at Westpac's discretion.

- hotpoints SpendBack is available for online redemptions only at [hotpoints.co.nz](https://hotpoints.co.nz) once you have logged in via Westpac Online Banking.
- hotpoints SpendBack can only be used to cover purchases that we can, at our discretion, identify as being qualifying purchases. We may ascertain this by looking at your hotpoints credit card account. We may require additional proof of purchase in the form of an invoice or receipt or other document.
- Westpac may refuse any request for redemption if we are not satisfied that a qualifying purchase has been made.
- Once hotpoints have been converted to hotpoints SpendBack, the conversion cannot be reversed.
- SpendBack redemptions do not count towards your minimum payment requirements on your credit card account. You are still required to comply with the monthly minimum payment obligations as provided in the Credit Card Conditions of Use.

**Important:** Westpac Credit Card Conditions of Use apply. You will remain responsible for all credit card payments as they fall due.

### **Converting hotpoints into Westpac KiwiSaver Scheme contributions**

- You can only convert hotpoints and apply those as a contribution to a Westpac KiwiSaver Scheme account. You can not apply hotpoints to any other KiwiSaver Scheme.
- hotpoints applied as a contribution to a Westpac KiwiSaver Scheme account will be invested in accordance with the investment election that applies to the applicable Westpac KiwiSaver Scheme account.
- There is a minimum amount of hotpoints required before you are able to convert them into a Westpac KiwiSaver Scheme account which Westpac may vary without prior notice. For full details please call us or visit [hotpoints.co.nz/world](https://hotpoints.co.nz/world).
- You can convert your hotpoints and apply those as a contribution to another person's Westpac KiwiSaver Scheme account. Please note that those contributing to another person's Westpac KiwiSaver Scheme account may face certain tax issues, including fringe benefit tax. 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 Scheme 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 Scheme 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 Westpac KiwiSaver 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 Scheme account that contribution will be made within 7 days.
- The Westpac KiwiSaver Scheme is governed by a trust deed dated 17 May 2016 (as may be amended, consolidated or replaced from time to time). Further details on the Westpac KiwiSaver Scheme are set out in the Product Disclosure Statement available online at **westpac.co.nz/kiwisaver** or you can request a copy by calling 0508 972 254.
- Investments made in the Westpac KiwiSaver Scheme (scheme) do not represent bank deposits or other liabilities of Westpac Banking Corporation ABN 33 007 457 141, Westpac New Zealand Limited or other members of the Westpac Group. They are subject to investment and other risks, including possible delays in payment of withdrawal amounts in some circumstances, and loss of investment value, including principal invested. None of BT Funds Management (NZ) Limited (as manager), any member of the Westpac Group, The New Zealand Guardian Trust Company Limited (as Supervisor), or any director or nominee of any of those entities, or any other person guarantees the Scheme's performance, returns or repayment of capital.
- BT Funds Management (NZ) Limited is the scheme provider and manager, The New Zealand Guardian Trust Company Limited is the trustee and Westpac New Zealand Limited is the distributor of the Westpac KiwiSaver Scheme.

### Points + Pay

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

- When you use your Westpac hotpoints credit card or other eligible payment instrument 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 hotpoints credit card can be used for the pay portion.
- If you use a Westpac credit card that is not a hotpoints credit card, 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 **hotpoints.co.nz/world** 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.

### **Joint cardholders**

If you and a joint cardholder each hold a card or Westpac PayTag on the same Westpac *World Mastercard*<sup>®</sup> account, you are both bound by these terms and conditions. We will accept instructions relating to your hotpoints from either joint cardholder. A notice we send to one of you, will count as notice to all of you.

### **Additional cards**

Any additional cards or Westpac PayTags on your account will be automatically enrolled in hotpoints. Additional cards on your account earn hotpoints, but additional cardholders cannot redeem hotpoints for rewards or reward vouchers.

### **Charges**

Charges are subject to change.

### **Cancellation**

You may cancel or close your Westpac *World Mastercard* account at any time by notifying us by telephone or mail. If your *World Mastercard* account is cancelled, your hotpoints account 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 hotpoints account holder or to charity. If you choose not to use any remaining hotpoints in this way, you agree to relinquish them and they will expire ten business days from the date of cancellation.

When you cancel your Westpac *World Mastercard* account, all cards and other payment instruments that are linked to it will be blocked from accessing your account and cancelled. If you fail to comply with these terms and conditions and/or our *World Mastercard* Account Conditions of Use, operate your Westpac *World Mastercard* fraudulently, or otherwise abuse the accumulation or redemption of points within the programme, we may cancel or freeze your Westpac *World Mastercard* account 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. *World Mastercard* conditions of use apply.

### **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 and conditions**

We reserve the right to vary these terms and conditions at any time. Notice of any such change will be given at least 14 days in advance in accordance with the Code of Banking Practice. The Code of Banking Practice is available at any Westpac branch or online at [nzba.org.nz](http://nzba.org.nz).

### **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 – hotpoints terms and conditions**

**account** – means your Westpac *World Mastercard*<sup>®</sup> 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 any other scheme or branded credit card notified by us from time to time and includes, unless the context states otherwise, any joint/additional card(s) issued on an eligible credit card account.

**cardholder** – means the person we issue with a Westpac *World Mastercard* or another scheme or branded credit card, if any. This includes, unless the context states otherwise, joint/additional cardholders, and the principal cardholder.

**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 account holder through the use of a credit card in accordance with these terms and conditions.

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

**payment instrument** – means any instrument or device (such as a card, mobile phone, computer or Westpac PayTag) that Westpac allows you to use to access your account.

**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.

**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 and its successors and assigns.

**Westpac PayTag** – means, when available, the Westpac PayTag sticker issued to you by Westpac that enables you to make contactless transactions.

**World Mastercard Account Conditions of Use** – means the conditions of use, as amended from time to time, applying to the use of your Westpac *World Mastercard*.

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

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

As a Westpac *World Mastercard* cardholder you are entitled to the Westpac Concierge and Home Assist service, subject to the terms and conditions below.

Customer Care PTY Ltd (“Customer Care”) has been engaged by Westpac to provide this service on request by Westpac *World Mastercard* cardholders. To use this service call 24 hours a day on **0800 774 577** or **+64-9-353 778**.

### **Eligibility**

All cardholders on the Westpac *World Mastercard*<sup>®</sup> 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 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 transactions
- 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 *World Mastercard*<sup>®</sup> 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 Customer Care to confirm any arrangements Customer Care 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 *World Mastercard*<sup>®</sup> cardholders to contact Customer Care to obtain referrals to

the contractor types listed below. You can contact Westpac Home Assist 24 hours a day on **0800 774 577**, or **+64-9-353 7788**. You will need to provide your credit card details as proof of eligibility for service. On contacting Customer Care, Customer Care 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.

Customer Care can provide referrals to the following types of Contractors:

- Registered electrician – Customer Care 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 – Customer Care 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. Customer Care will also assist you in arranging for the house call
- Gasfitter – Customer Care will assist in arranging a gasfitter in the event of a gas leak at your residence, and if possible, information regarding their costs
- Air-conditioner repair – Customer Care will assist in arranging an engineer to repair the defect of the air-conditioner in your residence
- Window repair – In the event glass doors/windows/walls are damaged at your residence, the supplier will provide referral information regarding glaziers and if possible their costs. Customer Care 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 Customer Care will arrange for a locksmith to gain access to your residence
- Pest control – Customer Care can arrange for a company specialised in pest control to deal with pest problems in your residence
- Cleaning - Customer Care can arrange for a company specialised in domestic cleaning to clean your residence
- Gardening/lawn mowing – Customer Care can arrange for a company specialised in garden maintenance to maintain your garden
- Landscape gardening – Customer Care will provide you with referral information to specialised landscapers
- Nannies – Customer Care will provide you with referral information and where possible cost to employ a nanny
- Painters – Customer Care will provide you with referral information to companies that specialise in painting of your residence
- Builders – Customer Care will provide you with referral information of building companies that specialise in building/renovating your residence
- Rubbish removal – Customer Care will provide you with referral information on rubbish removal companies and where possible cost to remove rubbish from your residence
- Carpet cleaning – Customer Care will provide you with a referral information on carpet cleaning companies and where possible cost to clean carpets at Your residence

- Window cleaning – Customer Care will provide you with referral information on window cleaning companies 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 Customer Care when you call. Customer Care 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, Customer Care 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 Customer Care 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 Customer Care have no involvement in those complaints or disputes. Customer Care conducts regular phone surveys to monitor satisfaction with the referral service and to assist Customer Care to constantly improve the quality of the services. With your approval, one of Customer Care 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.

### **Definitions – Concierge and Home Assist terms and conditions**

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

**you/your** – means all cardholders on the *Westpac World Mastercard*<sup>®</sup> account.

**cardholder** – means the holder of a current and valid *Westpac World Mastercard*. This includes, unless the text states otherwise, any joint/additional cards issued on *Westpac World Mastercard* card account.

**Customer Care** – means Customer Care Pty Ltd ABN 80079 071 579.

**Contractor** – means the contractor, technician or professional who you chose from the list of contractors, technicians, or professionals that Customer Care 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).

### **Priority Pass Card terms and conditions**

Use of your Priority Pass Card and access to Priority Pass Airport Lounges is subject to these terms and conditions.

The Priority Pass programme is provided to you as a holder of a current

and valid Westpac *World Mastercard* by Priority Pass. Your Priority Pass Card is personal and may not be used by any person other than yourself. You must comply with the Priority Pass Card terms and conditions as amended and issued by Priority Pass from time to time and any additional conditions that may be required by the operator of the individual Priority Pass Airport Lounge. A copy of the current Priority Pass Card Conditions of Use can be accessed at the Priority Pass website: **[prioritypass.com/Conditions-of-use.cfm](http://prioritypass.com/Conditions-of-use.cfm)**.

To be admitted to a Priority Pass Airport Lounge (and free of charge), you must present your Priority Pass Card together with your flight ticket as well as your boarding pass in most cases) for the same day of travel. Any accompanying guest may also be admitted to the lounge upon presenting their flight ticket (as well as their boarding pass in most cases) for the same day of travel, and subject to payment of a charge at the discretion of the lounge operator. Payment instruments (including your *World Mastercard* or Westpac PayTag) will not be accepted as substitutes for the Priority Pass Card.

Westpac, Priority Pass and Mastercard have no control over the opening times, facilities, services or personnel of any of the Priority Pass Airport Lounges. These lounges are subject to the administrative policies and procedures of the individual lounge operators, which may alter at any time without notification to Priority Pass, Mastercard or Westpac. Westpac does not guarantee any particular service will be offered with the use of your Priority Pass Card, so please check the service offerings by contacting the relevant lounge before you travel.

Priority Pass Airport Lounges reserve the right to enforce a maximum stay policy to prevent overcrowding. This is at the discretion of the individual lounge operator who may impose a charge for extended stays. You must not communicate directly with an operator of any Priority Pass Airport Lounge on any matter affecting the Priority Pass programme, other than as expressly provided in the Priority Pass Card Conditions of Use. All queries, complaints, requests for assistance should be directed to Westpac at the phone numbers provided on the Important Links card. In the event that your Priority Pass Card is lost, damaged or stolen, you must report this immediately to Westpac, who will notify Priority Pass.

In the event that you are notified by Westpac that your *World Mastercard* or a joint or an additional card has been cancelled you must return your Priority Pass Card to Westpac or destroy the card.

In the event that Mastercard or Priority Pass withdraws the offering of the Priority Pass Card programme for Westpac cardholders for any reason, Westpac may at any time give you notice of the withdrawal of the Priority Pass Card as an associated benefit with the use of your *World Mastercard*.

To the maximum extent permitted by law, Westpac will have no liability to you, a joint or additional cardholder or your accompanying guest(s), for any claims, loss, cost, damages or expenses relating to, or arising out of, the use of your Priority Pass Card (including, but not limited to, consequential loss or damages).

Westpac may disclose information held about you now or in the future to Priority Pass, its associated entities or other third party contractors

and service providers for the purposes of administration of your Priority Pass Card, providing any related services to your Priority Pass Card, and marketing or research purposes. Priority Pass's Privacy Policy also sets out the basis on which it collects and processes information about you. Priority Pass's Privacy Policy can be found at: **[prioritypass.com/Privacy-Policy.cfm](http://prioritypass.com/Privacy-Policy.cfm)**.

## **Definitions – Priority Pass terms and conditions**

***Priority Pass*** – means Priority Pass Limited and its group of companies, the service provider for your Priority Pass Card, and includes any relevant successors and assigns.

***Priority Pass Card*** – means the card issued to you by Priority Pass which entitles you to access to Priority Pass Airport Lounges, subject to the administrative policies and procedures of the individual lounges.

***Priority Pass Airport Lounges*** – means the airport lounges and clubs participating in the Priority Pass program from time to time.



The *World Mastercard*<sup>®</sup> Account

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