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# Westpac Card Conditions of Use

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

The Westpac General Terms and Conditions and the Westpac Transaction and Service Fees brochure also apply.





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## Westpac card conditions of use

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

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

- Keep your Personal Identification Number (PIN) secure,
- Agree that your card is the property of Westpac,
- Sign your card as soon as you receive it (if you have requested a digitised signature on your Westpac card, please sign again in the space provided)

If you have any enquiries about your Westpac card, you can call us – 24 hours a day, seven days a week – on **0800 888 111**.

If you need to write to us, our address is:

Westpac, Private Bag 92503, Wellesley Street, Auckland.

Westpac can also accept electronic communications. Find out more information by following the *Contact Us* link on our website, **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.

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

### **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, or
- Disclosed to any other person, including the Police, family members or bank staff, or
- Negligently or recklessly disclosed. You must take care to ensure 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 night clubs, hotels or restaurants).

If your card is lost or stolen together with your PIN, it can be used for unauthorised transactions, which may result in a loss to you.

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

### **Lost & stolen cards/PINs**

In New Zealand, you must notify us immediately if:

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

This can be done through any branch during business hours or, outside of these hours, by calling us on **0800 888 111**.

You may be required to complete a lost/stolen report and to provide information on how the loss occurred.

If your card is lost or stolen outside New Zealand, you must call **+64 9 914 8000**.

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

## **Liabilities**

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

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

However, you will be deemed to have acted fraudulently or negligently and this \$50 limit will not apply if:

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

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

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

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

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

### **Westpac's liability**

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

### **Card transaction requirements**

- Use of your card constitutes an irrevocable order to Westpac and you cannot stop payment of a transaction made using your card. We will not be responsible for the goods and services supplied by any merchant, and any complaints you have with the merchant must be resolved by you
- Electronic funds transfers will be debited to your account on the day the transaction is made, or as soon as possible thereafter, subject to our right to vary the date of debiting due to circumstances beyond our control

- When you use your card in an electronic funds device other than a Westpac ATM or branch terminal, the transaction will be processed as soon as we are notified by the bank that owns the electronic funds device you used
- Subject to our systems being fully operational, the maximum daily transaction limit for EFT transactions is \$10,000. In addition, there may be a daily limit on the number of EFT transactions you may make on your card. You will be obliged to pay any amounts debited to your account which exceed the daily EFT transaction limits
- In respect of any off-line funds transfers, any voucher signed or authorised by you shall be authority for us to process the transaction to your account. The transaction will be processed as soon as we receive it
- The acceptance of an electronic funds transfer or an off-line funds transfer is not a representation by us that you have sufficient funds in your account to cover the transfer of funds. Where a transfer overdraws your account, normal overdraft charges will apply. Details of these charges are available from any Westpac branch, online at [westpac.co.nz](http://westpac.co.nz) or by calling us on **0800 888 111**
- If an off-line funds transfer is processed to an account that has been closed, we will not be deemed in any way to have consented to that transfer. You are liable for meeting the transaction amount

If you wish to dispute a transaction on your statement, you may do so. See 'Transaction disputes' on page 8.

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

### **Card acceptance & limitations**

In New Zealand, your card will be accepted by most electronic funds devices. When overseas your card can also be used at a large number of ATM's. Look for ATM's that have the same logo as the one on the back of your card - this will either be a Cirrus or a PLUS logo. Use ATM's displaying the same logo as your card. However, we will not be held liable if any bank or merchant either refuses to accept the card or will not allow the card to be used to purchase particular types of goods and services available from the bank or merchant.

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

When you buy goods and services or make withdrawals overseas using your card, the foreign currency is converted to New Zealand dollars. Westpac, Mastercard or Visa set the exchange rate used for that conversion. Westpac only sets the exchange rate when you use your card to withdraw Australian dollars from Westpac group ATMs in Australia. Mastercard and Visa set all other exchange rates.

For Mastercard and Visa, transactions made in United States dollars are converted directly into New Zealand dollars. Mastercard convert transactions made in any other foreign currency into United States dollars before converting them into New Zealand dollars. Visa Transactions will either be converted directly from the currency in which the purchase was made into New Zealand dollars, or will be converted into United States dollars first, then into New Zealand dollars.

A foreign currency fee will be charged by the bank on any such foreign currency transaction. Details of this fee are available in our Transaction and Service Fees brochure which forms part of these conditions of use, a copy of which is available at any Westpac branch or online at [westpac.co.nz](http://westpac.co.nz).

The number of your card and all other information on the card, excluding the Cirrus, Maestro and PLUS logos, remain the property of Westpac.

### **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 for this replacement card.

### **Charges**

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

- Annual card charges
- Replacement card charges (may apply to lost, stolen, damaged or faulty cards)
- Courier/freight charges
- Voucher search charges
- Transaction charges
- Foreign currency fees

For full details, see our Transaction and Service Fees brochure or call us on **0800 888 111** or ask at your nearest branch.

### **Card cancellation**

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

Westpac may cancel your card at any time without prior notice. Examples of when we may exercise this right include, if:

- 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 has been cancelled, you are required to cut your card in half and return it to any Westpac branch. Proof of posting a letter to your last known address notifying you of the cancellation of your card will be proof of notification.

## Transaction disputes

If you dispute any transaction recorded in your statement, please notify us in writing, within 60 days of the date of the transaction, giving the following information:

- Your name, card and account number
- The amount and nature of the disputed transaction, attaching (if available) a copy of the transaction record or off-line payment voucher in support of your case
- Details of the EFT terminal (if any) at which the disputed transaction occurred
- 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 60 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 fees and 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 'Card transaction requirements' on page 5.

## 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.

Westpac NZ 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.

Further details on Westpac NZ's internal complaints process and the Banking Ombudsman's Dispute Resolution Scheme are set out in Westpac NZ's General Terms and Conditions (a copy of which is available at any Westpac branch or online at [westpac.co.nz](http://westpac.co.nz)).

## Variation of conditions of use

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

- If Westpac's and/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 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).

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)

## 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

**ATM** – means any Westpac automatic teller machine, any branch terminals, point of sale terminals or any other automatic teller machines approved by us as a device in which the card may be used in accordance with these conditions of use within New Zealand.

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

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

**card** – means your Westpac card.

**electronic funds device** – means in New Zealand: any ATM, and means overseas: any electronic funds device displaying the Cirrus logo for cards accepted by Cirrus or the PLUS logo for cards accepted by PLUS, or any point of sale terminal displaying the Maestro logo for cards accepted by Maestro.

**electronic funds transfer (EFT)** – means 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 at an electronic funds device.

**off-line funds transfer** – means the process by which funds are withdrawn from your account when an electronic funds device is out of operation. You authorise an off-line funds transfer by signing or authorising the issue of an off-line payment voucher.

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

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





**Name of Creditor**

Westpac New Zealand Limited  
53 Galway Street  
Private Bag 92503  
Wellesley Street  
Auckland

Westpac New Zealand Limited.

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